

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

December Session of the October Adjourned Term Term. 20 06

In the County Commission of said county, on the 19<sup>th</sup> day of December 20 06

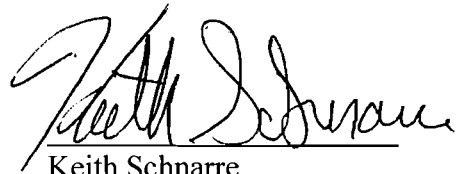
the following, among other proceedings, were had, viz:

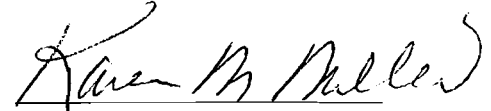
Now on this day the County Commission of the County of Boone does hereby amend commission order 246-2006 Midwest Mailing Agreement to include folding and inserting process fees and volume discounts. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 19<sup>th</sup> day of December, 2006.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Keith Schnarre  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

## MAIL PROCESSING SERVICE AGREEMENT

This agreement, dated 19 day of December, 2006, is made by and between Boone County, Missouri, through its County Commission, (**COUNTY**) and Midwest Mailing Service, d.b.a. Fredrick Enterprises, Incorporated (**CONTRACTOR**). This agreement supersedes all prior agreements between County and Contractor beginning on the above date.

In consideration of the performance by each party of their respective obligations described in this agreement, the parties agree as follows:

1 **Services** – Contractor shall provide County with the following mail processing services:

- Contractor shall pick up all County outgoing mail twice daily on all business days with the first pick up between the hours of 2:00 p.m. and 2:15 p.m., and the second pick up between the hours of 4:45 p.m. and 5:00 p.m. Pick up shall occur at the County Mail Room, 3<sup>rd</sup> floor, Roger B. Wilson Government Center, 801 E. Walnut, Columbia, Mo 65201, unless another local pick up location is specified in writing by County to Contractor. Additional pick times may be scheduled for jobs that require additional processing such as folding and inserting.
- Contractor shall meter all mail during the same business day as picked up by Contractor and shall seal all unsealed envelopes for the Basic Processing fee at no additional charge. All letters and flats shall be metered for first class mail unless otherwise specified by County IT Department personnel responsible for internal mail handling. Metering and sealing shall occur at Contractor's regular place of business. The county may request that larger jobs requiring additional processing such as folding and inserting, be held over for several days, and metered and mailed all together on one specified future date.
- Contractor shall deliver all metered mail to a Columbia USPS facility on the same business day as picked up in sufficient time for

the USPS facility to process all such mail on the same business day as received by Contractor.

- Contractor shall provide County with clearly marked bags for all registered and certified mail. Contractor shall have the USPS stamp all “certified mail receipts” daily, and return these receipts the next business day using the same bags in which the County sent the original mail. Contractor shall bill all USPS fees for registered and certified mail to County at cost.

2. **Compensation** – Contractor shall be entitled to compensation as follows:

- Contractor shall charge County for **Postage Fees** at USPS automated 5-digit discount rates for letters and cards, and nonautomation discount rates for flats. Current published rates:

<b>Weight not over (ounces)</b>	<b>Postage Fee - Letters (1<sup>st</sup> Class Automation) \$ per Piece</b>	<b>Postage Fee - Flats (1<sup>st</sup> Class Non-automation) \$ per Piece</b>
1	.293	\$.371
2	.530	\$.608
3	.724	\$.802

- Registered and certified mail at direct cost as charged by USPS.
- Contractor’s **Basic Processing Fee** includes sealing (if needed), metering and presorting at the following rates:

<b>Type of Mail (includes registered and certified)</b>	<b>Basic Processing Fee \$ per Piece</b>
Letters	\$.062
Flats	\$.050

- Contractor’s **Folding/Inserting Processing Fee** includes folding and inserting at the following rates:

<b>Total No. of Inserts (including envelope)</b>	<b>Folding/Inserting Processing Fee \$ per Piece</b>
1	\$.003
2	\$.008
3	\$.013

4	\$.018
5	\$.023

- Contractor’s **Volume Discounts** apply to all Folding/Inserting jobs for all fees, including both the Basic Fees and the Folding/Inserting Fees, for jobs that are mailed on the same day. For example, tax bills and merchant bills are mailed on the same day, in which case the volume discount would be based on the combined total pieces of both the tax bills and the merchant bills. Volume discount percentages are:

<b>Total No. of Pieces (mailed on same day)</b>	<b>Volume Discount Percentage</b>
>25,000	15%
>50,000	20%
>75,000	25%
>100,000	30%

All USPS postage rate increases shall be chargeable to County at direct cost. Contractor shall provide County with 30 days advance written notice of rate increases. Contractor shall not charge sales or use taxes as County is tax-exempt. Contractor shall be responsible for and shall not charge County for USPS charges in excess of discounted rates for automated 5-digit rates when and if Contractor has failed to meet USPS requirements for automated 5-digit rates. Likewise, Contractor shall not charge County for additional cost incurred in postage as a result of Contractor equipment malfunction, disruption in employee operations or other causes not within control of County.

3. **Invoices and Billing** – Contractor shall invoice County for charges specified above on a weekly basis beginning at the beginning of the work week but no later than the end of business (5 p.m.) on Tuesdays. Invoices shall accurately state all charges (postage, basic processing fee, folding/inserting processing fee) for the previous week with charges broken down by account code for the following:

- First class letters by weight category processed by count, postage charges and basic processing fees,
- First class flats by weight category processed by count, postage charges and basic processing fees,
- Registered and certified mail processed by count, postage charges and basic processing fees,
- Postmark date for all folding/inserting job mailings on each invoice.
- Itemized processing fees shall be stated on invoices as either “BASIC PROCESSING FEE” or “FOLDING/INSERTING PROCESSING FEE”.
- Contractor shall e-mail copy of itemized invoices in portable document format, along with an Excel spreadsheet (spreadsheet not required for folding/inserting jobs) itemized by account codes by week, directly to the County Information Technology Department Administrative Assistant, currently [TFisher@boonecountymo.org](mailto:TFisher@boonecountymo.org) with copies of e-mail to Director, Information Technology Department, currently [MMallicoat@boonecountymo.org](mailto:MMallicoat@boonecountymo.org) and Boone County Mail Clerk currently, [JGaines@boonecountymo.org](mailto:JGaines@boonecountymo.org). County agrees to notify Contractor immediately of changes in personnel and e-mail addresses. All invoices submitted by Contractor shall be paid within 30 calendar days of receipt; provided, however, Contractor delay in sending invoices or sending incomplete or inaccurate invoices may extend the 30 days payment as necessary in County’s sole judgment to accommodate late payment requests or to correct billing errors.

4. **Contract Term and Termination** – The terms of this agreement shall be for a period of 5 years following the date of this agreement. Contractor agrees to current basic and folding/inserting processing fees for the first two years of this agreement. Thereafter contractor may request a change in processing fees on an annual basis with 30 days written notice to County prior to the expiration of the current contracting year; if County

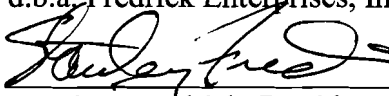
declines the change in processing fee, County may cancel this agreement with 30 days written notice to Contractor. Basic and Folding/Inserting Processing Fees may not increase more than 3 percent each year after the second year of this agreement. All payments under this agreement for charges imposed by USPS shall be a direct cost charged by USPS for automated 5-digit rates. All compensation payable under this agreement is subject to annual appropriations being made available by County to fund its obligations under this agreement. County may cancel this contract immediately at any time due to nonappropriation, or County may cancel this contract for cause due to material or chronic breach of any of the terms and conditions of this agreement upon written notice to Contractor, or County may cancel this contract for convenience provided County gives Contractor 30 days written notice of cancellation.

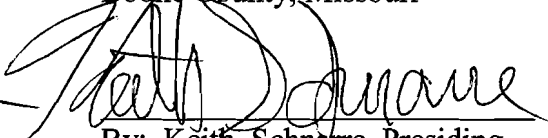
5. **Confidentiality and Security** – Contractor shall at all times provide secure, protected and confidential modes of transporting mail received from County to Contractor’s place of business and from Contractor’s place of business to a USPS facility, including but not limited to adequate protection from weather, outside intruders, or other breach of confidentiality. All mail received and handled by Contractor shall be treated as confidential as between the written or designated sender and the designated recipient on each item of mail handled by Contractor. All Contractor employees shall be prohibited from reading, distributing, or otherwise allowing a breach of confidentiality in mail processing and shall be prohibited from disclosing the content of information contained within a mail envelope or the addressor or addressee on any envelope except as required by law, postal regulation or court order. A breach or threatened breach of confidentiality resulting from law enforcement inquiry, subpoena, summons or other breach or threatened breach of confidentiality shall be immediately communicated to County. Contractor shall not be

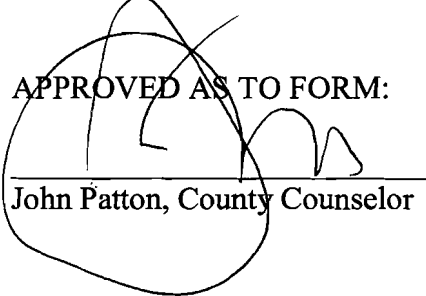
responsible or liable for confidentiality or security of mail once deposited with the USPS facility.


- 6. **Notices** – Any notice or communication to County as required under this agreement shall be in writing and transmitted to Director, Information Technology Department, Boone County, Missouri as specified above.
  
- 7. **Entire Agreement and Amendment** – This written agreement constitutes the entire agreement between the parties that supersedes any prior agreement, oral or written, and shall only be amended by the parties in writing executed with the same formality as this agreement

In Witness Whereof the parties have executed this agreement rather duly authorized signatories effective on the day and year first above written.

Midwest Mailing Service  
d.b.a. Fredrick Enterprises, Inc  
  
By: Stan Fredrick, President

Boone County, Missouri  
  
By: Keith, Schnarre, Presiding Commissioner

APPROVED AS TO FORM:  
  
John Patton, County Counselor

ATTEST:  
  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

*No encumbrance required* 12/13/06      1194-22000 postage; 1194-71100 processing fees  
Signature \_\_\_\_\_ Date \_\_\_\_\_ Term and Supply \_\_\_\_\_  
Appropriation Account \_\_\_\_\_

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

December Session of the October Adjourned Term Term. 20 06

In the County Commission of said county, on the 19<sup>th</sup> day of December 20 06

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the use of the 2001 ½ ton pickup truck through June 2007 in the Public Works Department which was approved for disposal with commission order 74-2006.

Done this 19<sup>th</sup> day of December, 2006.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Keith Schnarre  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner



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} ea.

December Session of the October Adjourned Term

Term. 20 06

County of Boone

In the County Commission of said county, on the

19<sup>th</sup>

day of December

20 06


the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Purchasing Director to sign titles as follows:

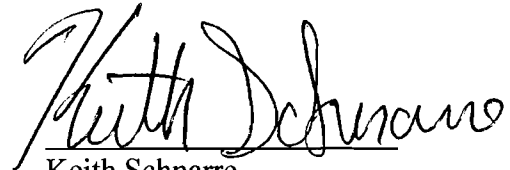
- 1) Sign form at Department of Revenue to receive a duplicate title when titles are lost at County or original application has never been made.
- 2) Sign back of title in "Signature of Sellers" section of title after Disposal Form has been read, signed and approved in a County commission meeting.

Done this 19<sup>th</sup> day of December, 2006.

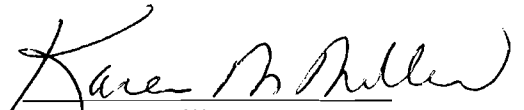
ATTEST:

  
Wendy S. Noren

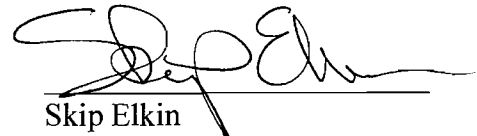
Clerk of the County Commission



Keith Schnarre  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

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December Session of the October Adjourned Term

Term. 20 06

County of Boone

In the County Commission of said county, on the

19<sup>th</sup>

day of December

20 06

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Information Technology department to Purchase Laptop Computers, Personal Computers, Peripherals and Printers from Cooperative Contracts for FY07.

Done this 19<sup>th</sup> day of December, 2006.

ATTEST:

Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission

Keith Schnarre  
Keith Schnarre  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
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District II Commissioner

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December Session of the October Adjourned Term Term. 20 06

In the County Commission of said county, on the 19<sup>th</sup> day of December 20 06

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the appointment of membership and adoption of attached bylaws of the Boone County Workers' Compensation Advisory Committee.

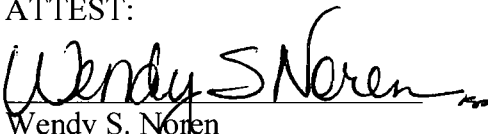
The inaugural Committee will consist of:

- Skip Elkin, Commissioner
- Dan Knight, Prosecutor
- June Pitchford, Auditor
- Jane Telander, representing David Mink Public Works Director
- Angela Ayers, representing Sheriff Dwayne Carey
- Tim Springer, Boone Electric Co-op, outside private sector member
- Sarah Perry, City of Columbia, outside public sector member

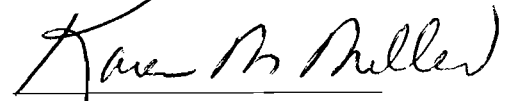
- Ex officio members;
- Kay Murray, Treasurer
- Carol Wilson, representing Wendy Noren, County Clerk

Done this 19<sup>th</sup> day of December, 2006.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Keith Schnarre  
Presiding Commissioner

  
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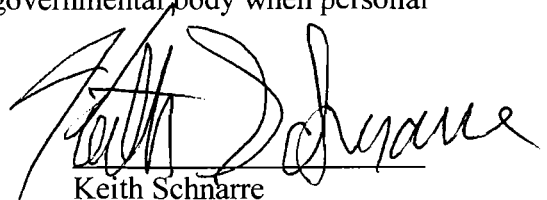
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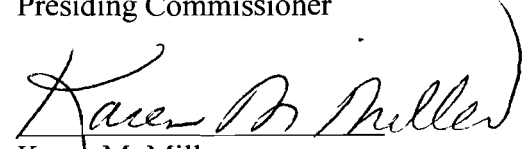
In the County Commission of said county, on the 19<sup>th</sup> day of December 20 06

the following, among other proceedings, were had, viz:

Now on this day the Boone County Commission does hereby authorize a closed meeting on Thursday December 21, 2006 immediately following the commission meeting. The meeting will be held in the Chambers of the Roger B Wilson Boone County Government Center at 801 E Walnut, Columbia, Missouri, as authorized by 610.021 (3) RSMo to discuss hiring, firing, disciplining or promoting of particular employee by a public governmental body when personal information about the employee is discussed or recorded.


Done this 19<sup>th</sup> day of December, 2006.

  
Keith Schnarre  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkm  
District II Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

**BY-LAWS OF BOONE COUNTY WORKERS' COMPENSATION  
ADVISORY COMMITTEE**

**ARTICLE I  
MISSION AND GOALS**

The Boone County Workers' Compensation Advisory Committee is formed and exists for the purpose of reducing injuries and accidents involving Boone County employees and controlling and reducing the cost of workers' compensation insurance claims connected with such injuries and accidents.

To promote this mission the committee will seek to accomplish the following goals:

- 1) Evaluate administrative policies and procedures involving worker health and safety and make written recommendations to the Boone County Commission with respect to new policies and procedures pertaining to employee health and safety issues.
- 2) Review reports of accidents, injuries and incidents and complaints that relate to employee safety. Make recommendations to the Boone County Commission to eliminate, minimize or control the factors contributing to workers compensation insurance losses and recommend corrective actions where appropriate.
- 3) Review departmental records pertaining to accident investigations in order to assure accident investigations are conducted and completed in a timely manner and that follow up corrective action, when applicable, is taken to reduce or eliminate the reoccurrence of on the job accidents.
- 4) Develop and maintain a safety handbook for use by Boone County employees.
- 5) Provide information to the various offices and departments regarding work safety and health concerns.

- 6) Review and make recommendations concerning employee safety training.
- 7) Assist in development of safety training programs for specific work place hazards.
- 8) Develop safety awareness programs and safety policies assuring uniformity among all departments and offices.
- 9) Standardize and maintain safety, accident and injury forms for all county departments.
- 10) Develop a reward and recognition program for safe, accident free work sites and employees. Assist in evaluating nominees for employee safety awards.
- 11) Maintain confidentiality regarding health care information relating to the investigation of injuries and accidents.

## **ARTICLE II**

### **MEMBERSHIP**

The committee shall consist of the following persons as members:

- One Boone County Commissioner appointed by the Boone County Commission.
- One elected official not otherwise entitled to membership on the committee.
- The County Auditor.
- Public Works Director or his designee.
- Boone County Sheriff or his designee.
- One citizen representative from a private self insured company.
- One public self insured representative.
- The Boone County Treasurer or her designee as an ex officio member.

The committee shall screen and make recommendations concerning committee members who are not employees or elected or appointed officials of Boone County. The Boone County Commission shall appoint such members based upon recommendations by the committee. Non-permanent committee members shall serve terms of three years or until a non-permanent member is appointed as a replacement. Committee members shall serve without compensation except that committee members may be reimbursed for extraordinary expenses incurred by them in performance of committee functions if reimbursable expenses are approved in advance and budgeted by the Boone County Commission. Committee members may be removed from their membership at the discretion of the Boone County Commission and the committee may be dissolved entirely at the discretion of the Boone County Commission.

### **ARTICLE III**

#### **COMMITTEE OFFICERS**

The officers of the committee shall consist of a chairperson, vice chairperson, secretary and assistant secretary. The chairperson and vice chairperson shall be elected annually by the majority vote of the committee members. Nominations shall be made and voted on during the first meeting of each calendar year and all positions shall be elected by majority vote of a quorum in which each committee member shall have one vote. Voting shall occur as necessary to insure that each office is filled. Terms of the office shall be for the following 12 months or until replacements are chosen. The secretary shall be the Boone County Clerk who may appoint the assistant secretary to serve in her/his absence. The officers shall have the following responsibilities:

**Chairperson** – The chairperson of the committee shall preside at all meetings of the committee and shall have the duties normally conferred by parliamentary usage for this office; the chairperson shall sign official

notices and certificates, shall be entitled to call special meetings of the committee and shall represent the committee in an official and unofficial capacity as need dictates.

**Vice Chairperson** – The vice chairperson of the committee shall assume the duties of the chairperson whenever the chairperson is unable to perform such duties or whenever the chairperson shall for any reason be disqualified from serving on a temporary basis.

**Secretary** – The secretary shall be responsible for taking and keeping minutes and records of the committee's meetings, preparation of the agenda of regular or special meetings, notification of meetings to other committee members, attendance to any correspondence of the committee, and other such duties that are normally carried out by a secretary in accordance with parliamentary usage. The secretary shall be from the benefits office and an ex-officio member of the committee.

**Temporary officers** – Whenever there shall be a meeting called of the committee and neither the chairperson nor vice chairperson is present, any member of the committee may serve as a temporary chair by majority vote of the members then present for that meeting only.

**Vacancies** – Vacancies of officers on the committee shall be filled by committee appointment based upon nominations and majority vote of a quorum of the committee.



## **ARTICLE IV**

### **MEETINGS AND VOTES OF THE COMMITTEE**

Regular meetings of the committee shall be conducted on a quarterly basis or more frequently as determined necessary by the committee. Written notice to committee members of regular meetings shall not be required but all meetings and notices thereof shall be posted and conducted in accordance with requirements of the Missouri Open Meetings and Records law, Chapter 610 RSMo. A majority of committee members shall constitute a quorum. A majority vote of a quorum shall be required for the committee to take any official action of behalf of the committee. If a quorum is not present the meeting shall be postponed and rescheduled by the chairperson or vice chairperson as deemed reasonably appropriate by a majority of the members present. Special meetings maybe called by the chairperson and shall be called by the chairperson when a majority of committee members request such a meeting. All meetings shall be open to the general public except as otherwise provided by law. In cases of extraordinary circumstance, the committee may meet by quorum by means other than in person, but any meeting conducted by conference call, or other electronic medium shall be in conformity with the provisions of Chapter 610 RSMo.

## **ARTICLE V**

### **PUBLIC HEARINGS**

The committee may in its discretion hold public hearings when it determines that such hearings will be in interest of the public or in the best interest of the committee in carrying out its mission and goals.

## **ARTICLE VI**

### **AMENDMENT OF BY-LAWS**

These by-laws maybe amended or repealed by the Boone County Commission upon recommendation of a majority of the committee, provided that

the proposed amendment or repeal has been announced at a previous committee meeting and the vote on amendment or repeal occurs more than 10 days after the committee meeting at which it is proposed.