

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the August Adjourned Term. 20 03

In the County Commission of said county, on the 18th day of September 20 03

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

Now on this day the Boone County Commission does hereby set the 2003 tax rates per hundred dollars of assessed valuation for county purposes as follows:

County of Boone	Total	\$.2994
General Revenue	\$.1300	
Common Road and Bridge	\$.0500	
Group Homes	\$.1194	
County-wide Surtax on Subclass III Property		\$.6100

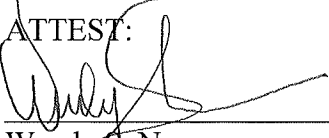
Now be it further ordered that the County Commission, having received reports from the various political subdivisions, so sets their tax rates per hundred dollars of assessed valuation as instructed for the year 2003:

State of Missouri		\$.0300
Columbia Public Schools	Total	\$4.9444
Incidental Fund	\$1.5744	
Teachers Fund	\$2.5581	
Debt Service	\$.8019	
Capital Projects	\$.0100	
Southern Boone County R-I Schools	Total	\$4.6068
Incidental Fund	\$3.2768	
Teachers Fund	\$.0000	
Debt Service	\$1.2800	
Capital Projects	\$.0500	
Hallsville R-IV Schools	Total	\$4.1200
Incidental Fund	\$3.2116	
Teachers Fund	\$.0000	
Debt Service	\$.7484	
Capital Projects	\$.1600	
Sturgeon R-V Schools	Total	\$4.0797
Incidental Fund	\$2.8097	
Teachers Fund	\$.0000	
Debt Service	\$1.2700	
Capital Projects	\$.0000	
Centralia R-VI Schools	Total	\$3.5611
Incidental Fund	\$3.0911	
Teachers Fund	\$.0000	
Debt Service	\$.4700	
Capital Projects	\$.0000	
Harrisburg R-VIII Schools	Total	\$4.4233
Incidental Fund	\$ 3.2733	
Teachers Fund	\$.0000	
Debt Service	\$ 1.1500	
Capital Projects	\$.0000	

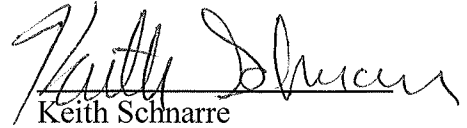
New Franklin R-I Schools		Total	\$3.8700
Incidental Fund	\$3.3300		
Teachers Fund	\$.0000		
Debt Service	\$.5400		
Capital Projects	\$.0000		
Fayette R-III Schools		Total	\$4.1361
Incidental Fund	\$3.4861		
Teachers Fund	\$.0000		
Debt Service	\$.6500		
Capital Projects	\$.0000		
North Callaway R-I Schools		Total	\$3.6100
Incidental Fund	\$1.9600		
Teachers Fund	\$1.0900		
Debt Service	\$.5600		
Capital Projects	\$.0000		
City of Ashland		Total	\$.7306
General Revenue	\$.2906		
Debt Service	\$.4400		
City of Centralia		Total	\$.9579
General Revenue	\$.6616		
Parks & Recreation	\$.2963		
City of Columbia		Total	\$.4100
General Revenue	\$.4100		
City of Hallsville		Total	\$.9467
General Revenue	\$.6567		
Debt Service	\$.2900		
Town of Harrisburg	General Revenue		\$.3312
Village of Hartsburg	General Revenue		\$.4124
City of Rocheport	General Revenue		\$.3048
City of Sturgeon	General Revenue		\$.4900
Special Business District			\$.4900
Boone County Fire Protection District		Total	\$.8379
General Revenue	\$.6000		
Dispatch Fund	\$.0295		
Fire Bond	\$.2084		
Southern Bo. Co. Fire Protect. District		Total	\$.4569
General Revenue	\$.2274		
Dispatch	\$.0300		
Debt Service	\$.1995		
Boone County Library District			\$.3200
Centralia Library District		Total	\$.3853
Library	\$.2953		
Library Bond	\$.0900		
Columbia Regional Library		Total	\$.6341
General Revenue	\$.3141		
Debt Service	\$.3200		
Callahan Watershed Subdistrict			\$.0900

Done this 18th day of September, 2003.

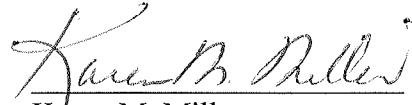
ATTEST:



Wendy S. Noren
Clerk of the County Commission



Keith Schmarre
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the August Adjourned Term. 20 03

In the County Commission of said county, on the 18th day of September 20 03

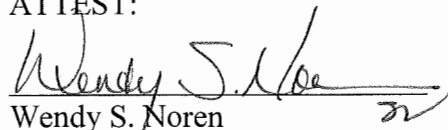
the following, among other proceedings, were had, viz:

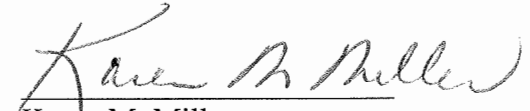
Now on this day the County Commission of the County of Boone does hereby award bid 57-21AUG03 for the Brushwood Lake Road Box Culvert Project to Widel, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

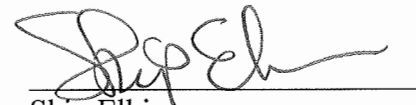
Done this 18th day of September, 2003.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



601 E. Walnut, Rm 209
Columbia, MO 65201
(573) 886-4392
Fax (573) 886-4390

442-2003

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: 57-21AUG03 – Brushwood Lake Road Box Culvert
DATE: September 3, 2003

The Public Works department and the Purchasing department have reviewed the responses received for the above reference bid. We recommend award to Widel, Inc. for having the lowest and best bid meeting the minimum specifications. Total contract amount is \$201,089.30 to be paid from organization 2045 account 71100. The engineer's estimate for this project was \$202,000.00.

The bid tabulation is attached.

Bid Tabulation

57-21AUG03 - Brushwood Lake Road Box Culvert

				Widel, Inc.		C.L. Richardson Construction		S & C Bridge and Concrete		Lehman Construction	
5.1.	Description	Qty	Unit	Unit Price	Ext Total	Unit Price	Ext Total	Unit Price	Ext Total	Unit Price	Ext Total
1	Mobilization	1	Lump Sum	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 12,000.00	\$ 12,000.00	\$ 7,000.00	\$ 7,000.00
2	Construction Signs	77	Sq. Ft.	\$ 10.00	\$ 770.00	\$ 18.50	\$ 1,424.50	\$ 7.50	\$ 577.50	\$ 20.00	\$ 1,540.00
3	Type III Moveable Barricade	4	Each	\$ 500.00	\$ 2,000.00	\$ 215.00	\$ 860.00	\$ 300.00	\$ 1,200.00	\$ 400.00	\$ 1,600.00
4	Pipe Removal	1	Lump Sum	\$ 2,000.00	\$ 2,000.00	\$ 5,855.00	\$ 5,855.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
5	Class A Excavation	1300	Cu. Yrds.	\$ 3.00	\$ 3,900.00	\$ 11.50	\$ 14,950.00	\$ 4.00	\$ 5,200.00	\$ 8.00	\$ 10,400.00
6	Class 3 Excavation	1687	Cu. Yrds.	\$ 4.50	\$ 7,591.50	\$ 17.90	\$ 30,197.30	\$ 3.75	\$ 6,326.25	\$ 10.00	\$ 16,870.00
7	Asphalt Concrete Pavement	501	Sq. Yrds.	\$ 6.20	\$ 3,106.20	\$ 4.25	\$ 2,129.25	\$ 5.50	\$ 2,755.50	\$ 5.00	\$ 2,505.00
8	Plant Mix Bituminous Course	501	Sq. Yrds.	\$ 25.00	\$ 12,525.00	\$ 18.10	\$ 9,068.10	\$ 23.00	\$ 11,523.00	\$ 22.00	\$ 11,022.00
9	Rolled Stone Base	96	Ton	\$ 4.50	\$ 432.00	\$ 16.45	\$ 1,579.20	\$ 20.00	\$ 1,920.00	\$ 20.00	\$ 1,920.00
10	Tupe 2 Rock Blanket & GEO. Fabric	186	Ton	\$ 20.00	\$ 3,720.00	\$ 18.40	\$ 3,422.40	\$ 25.00	\$ 4,650.00	\$ 19.00	\$ 3,534.00
11	Seeding, Mulching & Fertilizing	1	Lump Sum	\$ 1,000.00	\$ 1,000.00	\$ 2,350.00	\$ 2,350.00	\$ 1,100.00	\$ 1,100.00	\$ 2,200.00	\$ 2,200.00
12	Class B Concrete	349.7	Cu. Yrds.	\$ 300.00	\$ 104,910.00	\$ 230.00	\$ 80,431.00	\$ 300.00	\$ 104,910.00	\$ 300.00	\$ 104,910.00
13	Reinforcing Steel (Plain)	45820	Lbs.	\$ 0.60	\$ 27,492.00	\$ 0.43	\$ 19,702.60	\$ 0.60	\$ 27,492.00	\$ 0.45	\$ 20,619.00
14	Reinforcing Steel (Epoxy)	19690	Lbs.	\$ 0.74	\$ 14,570.60	\$ 0.70	\$ 13,783.00	\$ 0.70	\$ 13,783.00	\$ 0.60	\$ 11,814.00
15	SL-1 Thrie Beam Rail	83	Lin Ft.	\$ 66.00	\$ 5,478.00	\$ 68.80	\$ 5,710.40	\$ 65.00	\$ 5,395.00	\$ 64.00	\$ 5,312.00
16	Rail Transition Section	4	Each	\$ 400.00	\$ 1,600.00	\$ 375.00	\$ 1,500.00	\$ 350.00	\$ 1,400.00	\$ 350.00	\$ 1,400.00
17	Type A Guardrail	63	Lin Ft.	\$ 58.00	\$ 3,654.00	\$ 60.00	\$ 3,780.00	\$ 56.00	\$ 3,528.00	\$ 56.00	\$ 3,528.00
18	Tpye III Object Markers	4	Each	\$ 85.00	\$ 340.00	\$ 96.00	\$ 384.00	\$ 100.00	\$ 400.00	\$ 75.00	\$ 300.00
	Erosion Control	1	Lump Sum	\$ 1,000.00	\$ 1,000.00	\$ 2,650.00	\$ 2,650.00	\$ 3,000.00	\$ 3,000.00	\$ 1,200.00	\$ 1,200.00
	Bid Total			\$	201,089.30	\$	205,776.75	\$	209,160.25	\$	209,674.00
	Bidders Qualifications				Yes		Yes		Yes		Yes
	Anti-Collusion				Yes		Yes		Yes		Yes
	Signature & Identity				Yes		Yes		Yes		Yes
	Bidders Acknowledgement				Yes		Yes		Yes		Yes
	Bid Bond				Yes		Yes		Yes		Yes

Bid Tabulation

57-21AUG03 - Brushwood Lake Road Box C

				Viebrock Construction		Boone Construction Co		Emery Sapp & Sons	
5.1.	Description	Qty	Unit	Unit Price	Ext Total	Unit Price	Ext Total	Unit Price	Ext Total
1	Mobilization	1	Lump Sum	\$ 9,000.00	\$ 9,000.00	\$ 11,500.00	\$ 11,500.00	\$ 19,000.00	\$ 19,000.00
2	Construction Signs	77	Sq. Ft.	\$ 10.00	\$ 770.00	\$ 10.00	\$ 770.00	\$ 11.00	\$ 847.00
3	Type III Moveable Barricade	4	Each	\$ 300.00	\$ 1,200.00	\$ 200.00	\$ 800.00	\$ 290.00	\$ 1,160.00
4	Pipe Removal	1	Lump Sum	\$ 2,000.00	\$ 2,000.00	\$ 800.00	\$ 800.00	\$ 1,700.00	\$ 1,700.00
5	Class A Excavation	1300	Cu. Yrds.	\$ 8.00	\$ 10,400.00	\$ 8.00	\$ 10,400.00	\$ 8.50	\$ 11,050.00
6	Class 3 Excavation	1687	Cu. Yrds.	\$ 8.00	\$ 13,496.00	\$ 9.00	\$ 15,183.00	\$ 31.00	\$ 52,297.00
7	Asphalt Concrete Pavement	501	Sq. Yrds.	\$ 5.50	\$ 2,755.50	\$ 5.50	\$ 2,755.50	\$ 5.75	\$ 2,880.75
8	Plant Mix Bituminous Course	501	Sq. Yrds.	\$ 24.00	\$ 12,024.00	\$ 23.00	\$ 11,523.00	\$ 24.50	\$ 12,274.50
9	Rolled Stone Base	96	Ton	\$ 15.00	\$ 1,440.00	\$ 15.00	\$ 1,440.00	\$ 25.00	\$ 2,400.00
10	Tupe 2 Rock Blanket & GEO. Fabric	186	Ton	\$ 22.00	\$ 4,092.00	\$ 17.50	\$ 3,255.00	\$ 32.00	\$ 5,952.00
11	Seeding, Mulching & Fertilizing	1	Lump Sum	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,700.00	\$ 1,700.00
12	Class B Concrete	349.7	Cu. Yrds.	\$ 265.00	\$ 92,670.50	\$ 295.00	\$ 103,161.50	\$ 300.00	\$ 104,910.00
13	Reinforcing Steel (Plain)	45820	Lbs.	\$ 0.65	\$ 29,783.00	\$ 0.70	\$ 32,074.00	\$ 0.70	\$ 32,074.00
14	Reinforcing Steel (Epoxy)	19690	Lbs.	\$ 0.80	\$ 15,752.00	\$ 0.75	\$ 14,767.50	\$ 0.85	\$ 16,736.50
15	SL-1 Thrie Beam Rail	83	Lin Ft.	\$ 64.30	\$ 5,336.90	\$ 67.00	\$ 5,561.00	\$ 76.00	\$ 6,308.00
16	Rail Transition Section	4	Each	\$ 350.00	\$ 1,400.00	\$ 365.00	\$ 1,460.00	\$ 390.00	\$ 1,560.00
17	Type A Guardrail	63	Lin Ft.	\$ 55.75	\$ 3,512.25	\$ 58.00	\$ 3,654.00	\$ 62.00	\$ 3,906.00
18	Tpye III Object Markers	4	Each	\$ 90.00	\$ 360.00	\$ 78.00	\$ 312.00	\$ 100.00	\$ 400.00
	Erosion Control	1	Lump Sum	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
	Bid Total			\$	209,692.15	\$	221,416.50	\$	277,655.75
	Bidders Qualifications				Yes		Yes		Yes
	Anti-Collusion				Yes		Yes		Yes
	Signature & Identity				Yes		Yes		Yes
	Bidders Acknowledgement				Yes		Yes		Yes
	Bid Bond				Yes		Yes		Yes

CONTRACT AGREEMENT

442-2003

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and Widel, Inc. (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

BID NUMBER 57-21AUG03
Brushwood Lake Road Box Culvert
PROJECT NO. 9719
BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes all line items with on the *Bid Form* for the amount of \$201,089.30.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

1. Notice to Bidders
2. Bid Response
3. Statement of Bidders Qualifications
4. Instructions to Bidders
5. Bid Form
6. Anti-Collusion Statement
7. Signature and Identity of Bidder
8. Bidder's Acknowledgment
9. Insurance Requirements
10. Contract Conditions
11. Contract Agreement
12. Performance Bond
13. Labor & Material Payment Bond
14. General Specifications
15. Technical Specifications
16. Special Provisions
17. Affidavit - Prevailing Wage
18. State Prevailing Wage Rates
19. Boone County Standard Terms and Conditions
20. Permits
21. All applicable addenda

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount:

Two hundred one thousand Eighty-nine dollars and thirty cents (\$201,089.30)

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 18 Sept 2003 at Columbia, Missouri.
(Date)

OWNER/BOONE COUNTY, MISSOURI

By: *Keith Schnarre*
Keith Schnarre, Presiding Commissioner

ATTEST:

CONTRACTOR: WIDEL, INC.

Wendy Noren
Wendy Noren, County Clerk *ev*

By: *Bob Widel*
Authorized Representative Signature

By: _____
Authorized Representative Printed Name

Title: *Owner*

Approved as to Legal Form:

[Signature]
John Patton
Boone County Counselor

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) incurred by this contract. (Note: Certification of this contract is not required if the terms of the contract do not result in a measurable county obligation at this time.)

2045-71100 - \$201,089.30

Jane C. Pitchford
Signature *hysc*

9/15/03
Date

2045-71100
Appropriation Account

NOTICE TO PROCEED

DATE: October 10, 2003

TO: Widel Inc.

ADDRESS: 5700 M. Hwy.
Blackwater, MO 65322

PROJECT: Bid Number 57-21AUG03
Brushwood Lake Road Box Culvert Project (Br. 4700002)

You are hereby notified that the Contract Time under the above contract will commence on **October 27, 2003**. You may start performing your obligations under the Contract Documents as of this date. In accordance with Instructions to Bidders, section 4.2, Contract Time shall not exceed **45** working days.

All inspections for this project should be called in to the Design & Construction office at 449-8515. If the party who you wish to speak with is not in, please leave your message with the receptionist. Do not leave messages concerning an inspection on voice mail.

A minimum of 24 hours notice must be given before you start.

OWNER, Boone County, Missouri

By: John P. Watkins II
Date: 10/10/03

John P. Watkins II
Project Development Manager

cc. County Clerk
Purchasing
Director
R.O.W. Department
Inspection Department
Project File

442-2003

NOTICE TO PROCEED

DATE: October 10, 2003
TO: C.L. Richardson
ADDRESS: 15475 Highway 63 South
Ashland, MO 65010
PROJECT: Bid Number 56 – 21 AUG 03
Oakland Church Road Safety Project

You are hereby notified that the Contract Time under the above contract will commence on **October 27, 2003**. You may start performing your obligations under the Contract Documents as of this date. In accordance with Instructions to Bidders, section 4.2, Contract Time shall not exceed **60** working days.

All inspections for this project should be called in to the Design & Construction office at 449-8515. If the party who you wish to speak with is not in, please leave your message with the receptionist. Do not leave messages concerning an inspection on voice mail.

A minimum of 24 hours notice must be given before you start.

OWNER, Boone County, Missouri

By: John P. Watkins II
Date: 10/10/03

John P. Watkins II
Project Development Manager

cc. County Clerk
Purchasing
Director
R.O.W. Department
Inspection Department
Project File

4432003

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

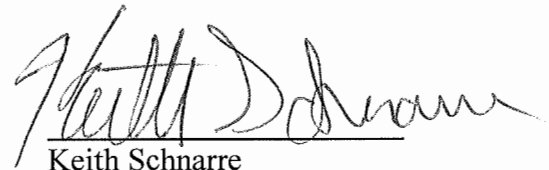
September Session of the August Adjourned Term. 20 03

In the County Commission of said county, on the 18th day of September 20 03

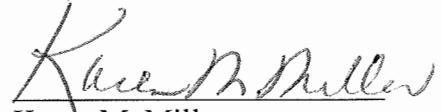
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve Amendment #3 to bid 01-24JAN01 for Electronic Monitoring Services and Equipment Lease. It is further ordered that the Presiding Commissioner be hereby authorized to sign said amendment.

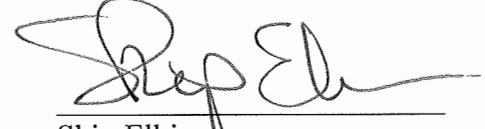
Done this 18th day of September, 2003.



Keith Schnarre
Presiding Commissioner

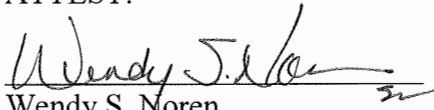


Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

443-2003

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: September 11, 2003
RE: Amendment #3 to 01-24JAN01 – Electronic Monitoring Services and Equipment Lease

Attached is Amendment Number Three for contract 01-24JAN01 – Electronic Monitoring Services and Equipment Lease. The Juvenile Office is requesting to add GuardWare® Remote Access Service to our existing contract. There is no additional charge for this service.

The original agreement is a county-wide term and supply contract utilized primarily by 1210 – Circuit Court Services, account 71600 – equipment lease.

cc: Bid File
Darrell Martin, Circuit Court Services

CONTRACT AMENDMENT NUMBER 3 443-2003
PURCHASE AGREEMENT FOR
ELECTRONIC MONITORING EQUIPMENT AND SERVICES
Bid 01-24JAN01

The Agreement dated March 27, 2001 made by and between Boone County, Missouri and BI Incorporated for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Add GuardWare® remote access service to the BI GuardCenter GuardWare® Computer System as further described on attached GuardWare® Addendum.
2. Effective date of this amendment is August 30, 2003 and will expire upon completion of the original agreement.
3. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

BI INCORPORATED

BOONE COUNTY, MISSOURI

by Michael R. Harbuck
title Corporate Controller

by: Boone County Commission
Keith Schnarre
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:
[Signature]
County Counselor

ATTEST:
Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION
In accordance with RSMo 55.660, 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.)

1210, 1241
County Wide Term & Supply

Term & Supply - No Encumbrance Required RF 9/15/2003
Signature Date Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the August Adjourned Term. 20 03

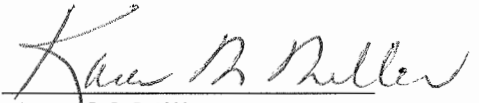
In the County Commission of said county, on the 18th day of September 20 03

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

Now on this day the County Commission of the County of Boone does hereby award bid 60-27AUG03 for Restoration – Erosion Control Term and Supply to J. C. Landscaping. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

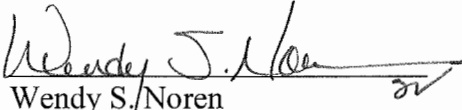
Done this 18th day of September, 2003.


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Boone County Purchasing

Marlene Ridgway
Buyer



601 E. Walnut, Rm 209
Columbia, MO 65201
(573) 886-4392
Fax (573) 886-4390

444-2003

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: 60-27AUG03 – Restoration – Erosion Control Term and Supply
DATE: September 11, 2003

The Public Works department and the Purchasing department have reviewed the responses received for the above referenced bid. We recommend award to J. C. Landscaping for having the lowest and best bid meeting the minimum specifications. This is a new term and supply contract and contract amount is contingent on projects identified. These are to be paid from organization 2040 account 71100.

The bid tabulation is attached.

Bid Tabulation

60-2. G03 - Restoration-Control Term & Supply

			Chris Holms	JC Landscaping
4.1.	Description of Work	Unit of Measure	Unit Price	Unit Price
	Silt Fence	LF	\$ 3.85	\$ 1.50
	Lime, Fertilizer, Seed and Type 1 Mulch (Vegatative)	AC	\$ 1,650.00	\$ 650.00
	Lime, Fertilizer, Seed and Type 2 Mulch (Vegatative with Asphalt Emulsion)	AC	no bid	\$ 1,050.00
	Lime, Fertilizer, Seed & Type 2 Mulch (Vegatative with an Overspray)	AC	\$ 2,050.00	\$ 1,300.00
	Biodegradable Blanket - North American Green S75 BN	SY	\$ 2.75	\$ 1.48
	Biodegradable Blanket - North American Green S150 BN	SY	\$ 2.70	\$ 1.98
	Biodegradable Blanket - North American Green SC50 BN	SY	\$ 3.00	\$ 2.31
	Biodegradable Blanket - North American Green C125 BN	SY	\$ 3.26	\$ 2.71
	Long Term Degradable Blanket - North American Green SC150	SY	\$ 3.00	\$ 1.77
	Long Term Degradable Blanket - North American Green SC125	SY	\$ 3.50	\$ 2.40
	Turf Reinforcement Mat - North American Green C350	SY	\$ 7.25	\$ 7.74
	Turf Reinforcement Mat - North American Green P300 TRM	SY	\$ 7.00	\$ 7.00
	Composite Reinforcement Mat - North American Green SC250	SY	\$ 6.00	\$ 5.38
	Composite Reinforcement Mat - North American Green C350	SY	\$ 7.00	\$ 6.40
	Erosion Control Blanket - North American Green S75 BN	Sy	\$ 2.75	\$ 1.48
	Ditch Checks (2 straw bales per ditch check)	Ea	\$ 58.00	\$ 50.00
	Total			
	Number of days notice prior to expected		10	3
	How many crews do you have to cover multiple		2	1
	Maximum % Increase for 2nd year & 3rd year		5% 2nd & 5% 3rd	2% 2nd & 1% 3rd
	Co-op		no	Yes

**PURCHASE AGREEMENT
FOR
RESTORATION – EROSION CONTROL TERM AND SUPPLY**

THIS AGREEMENT dated the 18 day of September 2003 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and J.C. Landscaping LLC, herein "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement For Restoration – Erosion Control Term and Supply, County of Boone Request for Bid for Restoration – Erosion Control Term and Supply, bid number 60-27AUG03 including Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form as well as the Contractor's bid response dated August 26, 2003 executed by Jeff Cook on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. In the event of conflict between any of the foregoing documents, the County of Boone Request for Bid for Restoration – Erosion Control Term and Supply, bid number 60-27AUG03 including Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review and the un-executed Response Form shall prevail and control over the Contractor's bid response.

2. **Purchases/Services** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Restoration – Erosion Control as identified and responded to in the Contractor's Response Form. Service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County. This agreement shall commence on the date written above through June 30, 2004 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two additional one year periods, subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

3. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Work's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the

Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

4. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

5. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

6. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

J.C. LANDSCAPING LLC

by Jeff Cook
title OWNER

BOONE COUNTY, MISSOURI

by: Boone County Commission
Keith Schnarre
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
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) incurred by this contract. (Note: Certification of this contract is not required if the terms of this contract do not result in a measurable county obligation at this time.)

no encumbrance required
Signature by [Signature]

9/16/03
Date

2040-71100 – Term and Supply

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

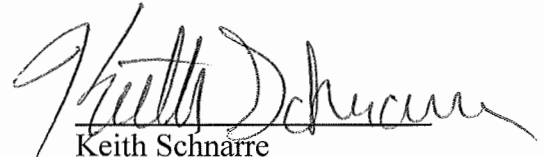
September Session of the August Adjourned Term. 20 03

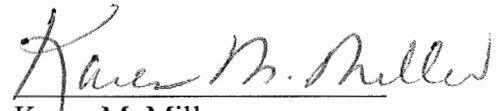
In the County Commission of said county, on the 18th day of September 20 03

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

Now on this day the County Commission of the County of Boone does hereby approve the Child Support Enforcement Cooperative Agreement with the State of Missouri Department of Social Services Division of Child Support Enforcement. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

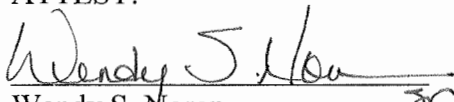
Done this 18th day of September, 2003.


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission

LEVEL B

CHILD SUPPORT ENFORCEMENT COOPERATIVE AGREEMENT

State of Missouri

Department of Social Services

Division of Child Support Enforcement

This **AGREEMENT** is entered into between the State of Missouri, Department of Social Services, Division of Child Support Enforcement, hereinafter referred to as **STATE**, and the political subdivision identified below, including the Prosecuting Attorney thereof and the Circuit Clerk thereof, hereinafter referred to as **COUNTY**.

COUNTY OF BOONE

WHEREAS, the **STATE**, through the Division of Child Support Enforcement of the Department of Social Services, has been delegated the responsibility for the development and administration of a statewide program to establish and enforce child support obligations; and

WHEREAS, the **COUNTY** possesses resources useful in the establishment, enforcement, and collection of child support obligations;

NOW, in consideration of the mutual undertakings and agreements hereinafter set forth, the **STATE** and **COUNTY** agree as follows:

SPECIAL TERMS AND CONDITIONS

A. The COUNTY shall:

1. Appropriate to the Office of Prosecuting Attorney a sum of money sufficient for investigation and litigation of cases referred to that office by the **STATE**. Failure to appropriate resources sufficient to allow the Prosecuting Attorney to comply with the performance standards established by 13 CSR 30-2.010 shall be deemed a breach of this **AGREEMENT** and cause for its termination.

a. For purposes of this **AGREEMENT**, **COUNTY** is designated as a Level B county. This is defined as a county in which the prosecuting attorney has sole responsibility for a specific portion of the IV-D program in that county and also performs specific legal functions on referrals sent to him/her by the division.

2. Furnish office space and other administrative requirements mandated by Section 454.405, RSMo, provided that prior approval is obtained from the **STATE** for any office space that must be leased from the private sector. All space obtained from a private source shall be acquired in conformance with Sections 105.454, 50.660, RSMo, and 13 CSR 30-3.010 (5)(A).

3. Hire for the purpose of fulfilling the responsibilities of Section 454.405, RSMo, and this **AGREEMENT**, additional staff, such as assistant prosecuting attorneys, clerical, investigative, or administrative, after first obtaining prior written approval from the **STATE**, through the state IV-D agency, for additions of positions employed by the **COUNTY** and, notify the **STATE** of all

changes of staff carrying out the responsibilities defined in this **AGREEMENT** and for which federal financial participation is available.

a. For purposes of this **AGREEMENT**, "additional staff" is defined to mean any staff to be hired and paid by the **COUNTY** over and above the number of staff approved and funded by the **COUNTY**'s budget on the effective date of this **AGREEMENT** as stated in paragraph (J)(2) of this **AGREEMENT**.

4. Inform the **STATE**, in writing, 90 days prior to terminating a county-administered support enforcement program.

5. In accordance with the provisions of Section 32.057 and Chapter 143, of the Revised Statutes of Missouri and Regulations promulgated by the Department of Revenue (DOR), the **COUNTY** shall agree and understand that any data being provided by the DOR is confidential. The **COUNTY** must not make such data available to any other person or company in its entirety or in part whatsoever.

6. Maintain, as required by the **STATE**, all fiscal and other records necessary for reporting and accountability under the federal regulations and action transmittals, including but not limited to 45 CFR 302.15 and OCSE-AT-77-3, all provisions of 13 CSR 30-2.020; 13 CSR 30-3.010; 13 CSR 30-3.020 and, in addition thereto, records which reflect the direct and indirect costs expended in the performance of this **AGREEMENT**. These records will be available to the **STATE**, State Auditor, Department of Social Services' Auditors, and/or federal officials for inspection and audit.

7. Submit monthly billings to the **STATE** for all actual allowable direct and indirect expenditures incurred under this **AGREEMENT**. Allowable expenditures are those eligible for

federal financial participation under 45 CFR Part 304 and those eligible under state regulations. Claims will be documented and submitted in compliance with state regulations and shall be signed by a **COUNTY** official who is a signatory to this **AGREEMENT**.

8. If indirect costs are to be claimed, present to the **STATE** for its review and approval, a cost allocation plan prepared in accordance with applicable state and federal regulations and federal action transmittals pertaining thereto. The **STATE** will review the plan for compliance with federal directives and state regulations, advise the **COUNTY** regarding any area of possible non-compliance, and make reimbursement on the basis of an approved plan. Upon approval, the **STATE** will reimburse the **COUNTY** at the approved rate for the applicable period. Reimbursement in either case will be subject to adjustment upon state or federal audit.

9. Obtain written approval from the **STATE** prior to incurring out-of-state travel expenses. Prior approval for reimbursement is also required for any in-state training not provided by the state, the federal child support agency or other child support organizations. If the subject matter is determined to be sufficiently program related, the director of DCSE may approve reimbursement at the current FFP rate. Reimbursement for any travel expense shall be subject to the limitations set by the **STATE** for its own employees.

10. Obtain written approval for participation from the **STATE** prior to purchasing, for use in carrying out this **AGREEMENT**, tangible personal property with an acquisition cost of \$500 or more per unit as specified in 13 CSR 30-3.010(50(D)).

11. Ensure that none of the amounts certified for use pursuant to this **AGREEMENT** are federal funds, with the exception of federal revenue-sharing funds, which are matchable.

12. Ensure that should any claimed expenditures for federal financial participation subsequently be disallowed by the **STATE** or by Department of Health and Human Services (DHHS), the **COUNTY** shall reimburse the **STATE** in the amount of any disallowance through set-off to current reimbursement claims or incentives under this **AGREEMENT** or any subsequent **AGREEMENT**, or through other payment plan. The repayment period shall not exceed twelve (12) months from the date of notification of the disallowance by the **STATE** unless prior written approval to extend the repayment period is granted by the **STATE**.

13. Establish and implement procedures to ensure that every individual who, as a regular part of his or her employment, receives, disburses, handles, or has access to or control over funds collected pursuant to the **AGREEMENT** is covered by a bond in an amount sufficient to indemnify the **STATE** against loss resulting from employee dishonesty.

14. Establish and implement procedures, consistent with generally accepted accounting principles, to ensure that individuals responsible for handling cash receipts of support payments do not participate in accounting or operating functions that would permit them to conceal in the accounting records the misuse of support payment receipts.

15. Comply with the federal Single Audit Act of 1996 (A-133) by determining, on an annual basis, whether the **COUNTY** is mandated by the Act to fund an independent audit. If it is determined that the **COUNTY** is so mandated, a copy of such audit must be submitted to the **STATE**, specifically to the County Reimbursement Unit, Division of Child Support Enforcement, Department of Social Services, P. O. Box 2320, Jefferson City, MO 65102-2320, within 30 days of completion.

16. Use the MACSS exclusively in performing and maintaining automated IV-D case file and related IV-D information. The **COUNTY** understands that, prior approval notwithstanding, any costs incurred through the use or purchase of services, equipment or automated system equipment is not eligible for federal financial participation if, in the sole opinion of the **STATE**, such equipment duplicates services provided by the MACSS. The **STATE** will retain ownership of any equipment purchased by the **STATE** for use with the MACSS.

17. **COUNTY** certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The **COUNTY** further agrees that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Labor. By signing this **AGREEMENT**, **COUNTY** certifies the language in Paragraph K of this document.

18. Effective January 1, 2004, the **COUNTY** will be given ownership of all computer hardware, including PC's, printers, desktops, monitors, hubs and servers, by the **STATE**. Thereafter, the **COUNTY** shall be responsible for providing maintenance, repair and/or replacement of the above mentioned hardware. Any replacement equipment shall meet the minimum Department of Social Services' requirements. In order to be eligible for reimbursement by the **STATE**, the **COUNTY** shall request approval from the **STATE** in accordance with paragraphs A.7. and A. 10. of this **AGREEMENT**.

B. The COUNTY, through the OFFICE OF THE PROSECUTING ATTORNEY shall:

1. Upon referral from the STATE, enforce all county judicial and administrative support orders owed to the state or any other state or local agency under an assignment of support rights, using an expedited administrative process whenever possible.

2. Upon referral from the STATE, establish support orders administratively if possible; and if not possible, obtain a court order for support using appropriate civil proceeding. This shall include the establishment of paternity pursuant to Sections 454.485, RSMo. Support amounts shall be established in conformance with 13 CSR 30-5.010. The office of the prosecuting attorney shall have authority to forgive or reduce the state debt to the same extent as STATE personnel.

3. Represent the STATE'S interest in assigned support obligations in probate division of the Circuit Court, when necessary.

4. Take all appropriate action pursuant to Sections 454.420 and 454.435, RSMo, on each case referred by the STATE, within the times specified in 13 CSR 30-2.010. In the event that federal law or regulations require the STATE to meet stricter time requirements than those specified in 13 CSR 30-2.010 for any case action or outcome, this agreement shall require the Prosecuting Attorney to also meet the stricter federal requirements for the same case action or outcome upon notification of the change(s) in federal requirements by the STATE. Use MACSS equipment to accept referrals from the STATE and use said equipment to the extent necessary for the STATE to be able to determine whether or not the Prosecuting Attorney has complied with requirements of 13 CSR 30-2.010 solely by auditing MACSS case records. Failure to comply with the terms of this paragraph could result in the COUNTY being found in significant or substantial non-compliance and sanctions imposed pursuant to 13 CSR 30-2.010(6)(A)(3).

5. Notify the **STATE**, or the referring jurisdiction of action taken on a case in conformance with 13 CSR 30-2.010(2)(C).

6. Cooperate in establishing and enforcing support obligations at the request of the IV-D agency of any other state as follows:

a. Forward all new incoming interstate cases to the Interstate Collections Unit, District VI;

b. Upon the request of the Division of Child Support Enforcement, transfer all pending interstate cases to the Interstate Collections Unit;

c. Upon receipt of a referral from the Interstate Collections Unit, litigate or prosecute any action necessary to secure support for an out-of-state IV-D agency or non-TANF applicant, including, but not limited to, civil contempt proceedings, actions to establish paternity, and actions to establish Circuit Clerk trusteeships.

7. Return to the **STATE**, through the state office which made the referral, any case which, in the opinion of the Prosecuting Attorney, was referred in error or in which there exists a potential or actual conflict of interest between the Prosecuting Attorney and any party in the case as defined by the Missouri Canons of Ethics and Disciplinary Rules, Missouri Rules of Court. The Prosecuting Attorney shall not transfer such case to any other Prosecuting Attorney.

8. Have access to all necessary information, which the **STATE** can provide. This information shall be subject to all relevant federal and state laws and regulations providing for safeguarding of information. The information received in the execution of the child support

enforcement program shall be used only for the purposes enumerated in 45 CFR 303.21 and Section 454.440.9 RSMo.

9. Upon referral from the **STATE**, provide representation at administrative process hearings for any administrative action that was initiated by the Prosecutor's office, as required by the administrative hearing office.

10. Maintain individual case records pursuant to federal regulations and federal action transmittals pertaining thereto. The regulations in this regard include 45 CFR Section 303.2. Such records shall be available to state or federal personnel for the purpose of conducting audits and reviews.

11. Upon receipt of referrals to the Prosecutor's office, assume responsibility to establish orders and to enforce existing administrative or judicial orders.

12. Have the right to process non-TANF application forms for client "walk-ins". The **COUNTY** may initiate enforcement proceedings for such cases in which the **STATE** is opening the case. Completed non-TANF applications will be forwarded to the **STATE** office for processing. The **STATE** will not attempt administrative enforcement on such cases if the **COUNTY** requests immediate referral of the cases when the application is forwarded. The **COUNTY** may request referrals of any case whenever it identifies enforcement possibilities, which can be initiated by the **COUNTY**, and the **STATE** shall not initiate enforcement actions on such cases prior to referring the case to the **COUNTY**. If the **STATE** has already initiated enforcement action upon receipt of the referral request, the **STATE** may decline the request and continue processing the case.

13. Serve as the **STATE** "contract" attorney for the County. In this capacity, the **COUNTY** will handle all motions to modify, motions to quash, non-administrative wage

assignments, executions, lien requests, registrations of foreign judgments, or other proceedings filed in the County Circuit Court. Any case requiring such action shall be referred to the **COUNTY** by the **STATE**. At the request of the **STATE**, initiate and pursue actions to modify existing court or administrative orders and/or represent the **STATE** in actions brought by or on behalf of obligated parties to modify existing orders.

14. Be authorized by the **STATE** to execute administrative process documents for cases referred to the **COUNTY**, and for non-TANF "walk-in" cases.

15. On all referral cases, promptly initiate enforcement after the **COUNTY** receives from the **STATE**, wage information or evidence of other resources owned by a delinquent parent. The **STATE** maintains the right to recall any referral in which the **COUNTY** has failed to initiate enforcement within sixty (60) days of the discovery of such information or evidence.

16. Prepare cases for litigation or prosecution. Such preparation, where necessary, may include, but is not limited to:

- a. conducting any detailed questioning of a custodial parent necessary in paternity cases;
- b. arranging for genetic testing, including transportation;
- c. arranging for transportation, meals, and lodging of witnesses.

17. Establish and enforce medical support obligations as required by Section 454.600 et. seq., RSMo.

18. Attend necessary and required training when the **COUNTY** is found to be out of compliance with program performance standards, and when, in the sole opinion of the **STATE**, such training should be a component of the **COUNTY's** corrective action plan.

19. Cooperate with the **STATE** in meeting federal compliance with the MACSS in conjunction with pre-authorized **STATE** projects leading to system implementation and training. Such cooperation will be through a plan mutually agreed upon by the **STATE** and the **COUNTY**.

20. Report to the **STATE** on a quarterly basis the number of felony charges filed and the number of misdemeanor charges filed under Section 568.040, RSMo, as well as the number of felony and misdemeanor convictions obtained. The **COUNTY** will submit the report in a format and manner specified by the **STATE**.

21. Refer non-custodial parents, who are unable to meet their support obligations due to unemployment or underemployment, to the Parents Fair Share program operated by the **STATE**.

22. The Office of the Prosecuting Attorney shall have authority to forgive or reduce Unreimbursed Assistance paid by the **STATE** prior to the entry of an order for child support to the same extent as **STATE** personnel. The Office of the Prosecuting Attorney shall not have the authority to forgive or reduce any arrearages, which have been assigned to the **STATE**.

C. The **COUNTY**, through the Office of the **CIRCUIT COURT**
CLERK/ADMINISTRATOR shall:

1. To the extent required by Chapters 452 and 454, use MACSS on all child support and/or spousal support cases. The Circuit Clerk/Administrator shall enter such information as is required for the state case registry.

2. Provide the Bureau of Vital Records of the Missouri Department of Health, or state of birth, with certified copies of all orders establishing paternity with accompanying instructions to enter the name of the father in the birth records pursuant to Section 454.485 RSMo.

3. Comply with 45 CFR Section 304.50 in such a manner that the **STATE** meets its state plan requirements.

D. The **STATE** shall:

1. Through its district or sub-district office; continue to be responsible for:

a. Case File Maintenance - **STATE** personnel shall receive and process referrals from the Missouri Division of Family Service and shall receive and process applications for non-TANF child support services from the general public. For cases, which have not been referred to the **COUNTY**, this processing shall include both the initial establishment of a case record and continuing record maintenance. Record maintenance shall include, but not be limited to, such activities as establishing the case folder, incorporating IV-A changes in the record, maintaining case narratives in current status for audit purposes, securing essential records such as necessary court documents. For all TANF and non-TANF cases, which have been referred to the **COUNTY**, **STATE** personnel will continue to provide basic case maintenance. "Basic case maintenance" is defined as case openings, data entry, incorporating IV-A changes in records, and case closings.

b. Electronic File Maintenance - **STATE** personnel shall provide all data entry functions associated with the state data system. This shall include the entry of the

COUNTY cases onto the electronic file plus electronic file maintenance associated with case changes.

c. Initial Case Activities - **STATE** personnel shall send initial letters to non-custodial parent instructing them in the proper procedure for payment of child support, and shall generate all Notifications of Trusteeship to appropriate circuit clerks.

d. IRS and State Intercept Certification - **STATE** personnel shall conduct the state and federal income tax refund intercept programs which include the functions of verifying child support arrearages and deleting or adding names of non-custodial parents for certification.

e. State Intercept Hearing - the **STATE** shall provide representatives at all state income tax refund intercept hearings as required by the administrative hearing officer.

2. Refer to the Prosecuting Attorney immediately upon opening a case file, any obligations owed to the **STATE** pursuant to an assignment of support rights, provided the case is an appropriate case for enforcement and collection activities in the **COUNTY**. Appropriate cases for enforcement or collection activities in the **COUNTY** shall include: All cases wherein a court order was issued in the **COUNTY** and the facts of the case make administrative enforcement unavailable, or, if no Missouri order exists, venue resides in the **COUNTY** and the facts of the case make administrative establishment unavailable.

3. Refer to the Prosecuting Attorney TANF and non-TANF cases wherein the applicant is entitled to receive child support as a result of a court order issued in the **COUNTY**, or if no Missouri court order exists, all cases in which venue resides in the **COUNTY**. If the facts of the

case make administrative establishment or enforcement appropriate, the **STATE** may initiate administrative process proceeding in lieu of referral to the **COUNTY**, except that where the **STATE** does not initiate such administrative proceedings within thirty (30) days of opening the case, the **STATE** shall refer the case to the **COUNTY**. The **STATE** will have prime responsibility for the administrative establishment and enforcement of all the **COUNTY** cases, which have not been referred to the prosecutor's office. If, upon the identification of a case for establishment or enforcement, the **STATE** is unable to initiate action on the case within thirty (30) days, the case will be referred to the prosecutor's office. As used in this paragraph, "initiate action" means prepare a Notice and Finding of Financial Responsibility and attempt service of same on the responsible parent or parents.

4. Refer to the Circuit Clerk and Prosecuting Attorney, through the Interstate Collections Unit, interstate actions reviewed from other jurisdictions where the facts of the case make administrative establishment or enforcement inappropriate within the time frames established by 45 CFR 303.7.

5. Provide the **COUNTY** with a report on a monthly basis, to assist the Prosecutor in monitoring those cases that have been referred. The **STATE** will attempt no enforcement on those cases except in regard to the Unemployment Compensation Benefit (UCB), state and federal Tax Refund Intercept programs.

6. Provide state and federal parent locator services to the **COUNTY**, pursuant to Section 454.440, RSMo. The **STATE** Parent Locator Service shall accept location requests directly from the County Prosecuting Attorney's office, and provide location information to the County on a timely basis.

7. Provide all necessary and requested information, which the **STATE** can legally provide.
8. Provide monthly reports to the County Prosecuting Attorney's office including the following information:
 - a. A list of all the County TANF and non-TANF cases opened during the previous month.
 - b. A list of all the County cases opened by the Interstate Collections Unit during the previous month.
9. Reimburse the **COUNTY** pursuant to federal and state law and regulations, specifically 45 CFR 304.21, and 13 CSR 30-3.010, from funds received from the federal government and appropriated by the General Assembly at the current applicable rate for the actual allowable direct and indirect expenditures incurred in providing the services specified in the **AGREEMENT** and submitted to the **STATE** in compliance with instructions issued by the **STATE**. Such reimbursement to the **COUNTY** for IV-D personnel costs including fringe benefits shall not exceed the hourly rate (or computed equivalent) paid by the **COUNTY** for non-IV-D public work (legal, clerical, administrative, or investigative) of equal responsibility. These reimbursements will in all cases be subject to adjustment at audit.
10. Reimburse the **COUNTY** for indirect costs based upon its cost allocation plan, as established under this **AGREEMENT**. A plan may be used on a provisional basis for a succeeding year. The **STATE** shall reimburse the **COUNTY** based upon the provision plan. A plan used provisionally shall be reconciled to actual cost no later than six (6) months from the close of the county fiscal year. These reimbursements will, in all cases, be subject to adjustment at audit.

11. Distribute incentive payments to the **COUNTY** pursuant to federal and state law and regulations, specifically Sections 454.405, RSMo, 45 CFR 303.52, 45 CFR 304.12, and 13 CSR 30-9.010. The **County** may terminate this agreement upon sixty days written notice.

12. Authorize a representative in the prosecuting attorney's office to execute administrative process documents on behalf of the Director of the Division of Child Support Enforcement.

13. Maintain support payment records and through the Family Support Payment Center provide disbursement of support payments received from the **COUNTY** pursuant to state and federal law and regulation, specifically 45 CFR 302.15 and 45 CFR 302.51.

14. Upon request of the client, as reported by the **COUNTY**, close a non-TANF case.

15. Upon filing with the Secretary of State any proposed regulation that has an effect on a county or city that is a signatory to this **AGREEMENT**, notify each county or city so affected.

16. Provide MACSS and program training for county prosecuting attorney child support staff.

17. Transfer ownership of all computer hardware, including PC's, printers, monitors, hubs and servers, to the **COUNTY** effective January 1, 2004. This transfer includes the responsibility of providing maintenance, repair and or replacement of the above mentioned hardware. Any replacement equipment shall meet the minimum Department of Social Services' requirements. The **STATE** shall allow the **COUNTY** to lease such hardware (including maintenance) utilizing existing state contracts upon prior written request of the **COUNTY** and approval by the **STATE**.

GENERAL TERMS AND CONDITIONS

E. Nondiscrimination in Employment and Services:

The COUNTY agrees to comply with the 1964 Civil Rights Act, as amended; the Omnibus Reconciliation Act of 1981; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; and the Americans with Disabilities Act of 1990 and all other applicable federal and state laws which prohibit discrimination in the delivery of services on the basis of race, color, national origin, age, sex, handicap or disability or religious beliefs. The COUNTY also agrees to comply with Public Law 100-690, the Omnibus Drug Initiative Act of 1988.

F. Duration and Modification of AGREEMENT:

1. This AGREEMENT shall be in effect from **July 1, 2003, through June 30, 2004**. References to federal and state statutes and regulations incorporate such statutes and regulations herein, subject to amendment after the effective date of this AGREEMENT. This AGREEMENT may be modified at any time in writing by the mutual consent of the parties. The STATE may terminate this agreement at any time in accordance with the provisions of Section 454.405, RSMo.
2. The parties to this AGREEMENT understand and agree that the Federal and State laws and regulations cited in this AGREEMENT are subject to change as a result of the enactment of Public Law 104-193. Further, the parties agree that any changes in Missouri law required by P.L. 104-193 will be binding on the parties.

G. Funding Limitation:

The funding available for use in this program is limited to monies received from DHHS for operation of the Missouri State Plan for Child Support Enforcement under Title IV-D of the Social Security Act and is also limited by appropriation of the Missouri General Assembly. It is clearly understood by the parties to the **AGREEMENT**, therefore, that this **AGREEMENT** shall automatically terminate without penalty if funds for the Child Support Enforcement Program are not appropriated by the Missouri General Assembly or the program is not funded by DHHS.

H. Prosecutorial Discretion:

No provision of this **AGREEMENT** shall be construed to alter the statutory, constitutional, or common law powers and duties of the Prosecuting Attorney, including, but not limited to, the power to use his/her discretion in determining the course of action to be taken in a case.

I. Treatment of Assets:

Title to any equipment furnished by the **STATE** pursuant to this **AGREEMENT** shall remain in the **STATE**. Title to any equipment purchased by the **COUNTY** pursuant to this **AGREEMENT** shall vest in the **COUNTY**, subject to applicable federal regulations pertaining to usage and disposition.

J. Budget Estimates:

1. Total **COUNTY** expenditures during the period covered by this **AGREEMENT** are estimated at \$ 350,000 -. This estimate is made to comply with 45 CFR 303.107 (d). It

is understood by the parties that this estimate shall neither authorize nor limit any particular expenditure or level of expenditures. The **COUNTY** shall also comply with 13 CSR 30-9.010(4).

K. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion From Lower Tier Covered Transactions:

1. **COUNTY** understands this certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' Responsibilities, and acknowledges receipt of the Instructions for Certification sent with this document and understands said instructions are to be read before certifying the statements in K.2. and 3. below.

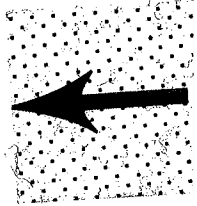
2. **COUNTY** certifies, by signing and submitting this **AGREEMENT**, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

3. Where **COUNTY** is unable to certify to any of the statements listed in K.2. above, it shall attach an explanation to this **AGREEMENT**.

IN WITNESS WHEREOF, THE COUNTY AND THE STATE EXECUTE THIS AGREEMENT:

For the County of Boone

For the Division of Child Support Enforcement:



Keith Johnson

Presiding Commissioner

Director

18 September 2003
Date

Date

[Signature]

Prosecuting Attorney
7-21-03

Date

Cheryl Whitmarsh

Clerk of the Circuit Court

Date

7-21-03

APPROVED AS TO
LEGAL FORM
[Signature]
DATE: 7/21/03

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

[Signature] 7/21/03
Auditor Date

Dept # 1263 all acct.
Dept # 1221 selected acct.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

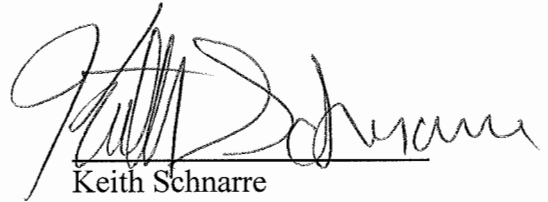
September Session of the August Adjourned Term. 20 03

In the County Commission of said county, on the 18th day of September 20 03

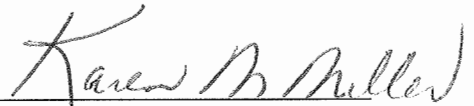
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the Emergency Management Program Grant Application.

Done this 18th day of September, 2003.



Keith Schnarre
Presiding Commissioner

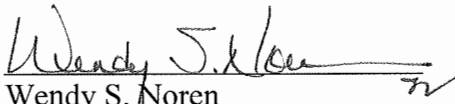


Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

Grant name Emergency Management Program Grant

Grant application deadline Sept. 19, 2003

Describe the purpose of the grant:

This is the annual renewal of a recurring grant from the State Emergency Management Agency for operational and salary reimbursement for the City/County Office of Emergency Management.

Dollar amount of grant \$25,000.00

Type of Grant funds: private county state federal X foundation

City Department pursuing grant Office of Emergency Management

Department Director approval (signature of Department Director and date)

[Signature] 09-15-03

Dollar amount of local match \$0.00

Type of local match

Cost for additional personnel needed \$0.00 (i.e., cost for personnel the City does NOT have now)

Cost for additional equipment needed \$0.00 (i.e., cost for equipment the City does NOT have now)

Is amount of Office Space adequate X yes no

Comments:

Multiple year or single year funding (x one of the boxes) If multiple years, how many yrs multiple X single
Continuing program or one time event X continuing one-time
Competitive non-competitive funding competitive X non-comp
Capital grant or operating grant capital X operating both

Describe the use of existing staff for program or the need for new staff: as established

Describe any special requirements or commitments required (independent audit, keeping program after grant...)

Grant Writing Assistance

Requesting Grant Writing Assistance?

yes no

Type of Assistance Requested

Consultant Part-Time Intern

Scope of Grant Assistance

Write Administrative Search

Dollar Amount of Request

\$0.00

Transfer of Funds

yes no

Dollar Amount of Transfer Requested

\$0.00

Finance Director - Funds Available?

yes no

Date

Finance Director Signature

Will this grant need to be received through the New Century Fund, our 501c3 organization? yes no

Name of person submitting grant

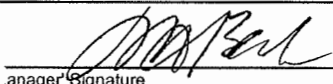
James P. Mc Nabb

874-7400

(Send this form to this person once City Manager approves)

(phone #)

City Manager's Approval To Proceed


City Manager Signature

9/15/13
(date of approval)

Notes by City Manager:

BUDGET FOR PERSONNEL AND ADMINISTRATIVE EXPENSES
EMA PROGRAM P.L. 81-920

1. Name of Emergency Management Organization Columbia/Boone County Emergency Mgmt	2. Address P.O. Box 6015 Columbia, MO 65205	3. Fiscal Year FY 2004
PERSONNEL INFORMATION	PERCENTAGE OF WORK TIME FOR EMERGENCY MANAGEMENT	
	Full Time	Part Time
4. Emergency Management Director		50%
5. Other Paid Employees		
Secretary		20%
Assistant Director		50%
Communications Officer		10%
Public Information Officer		5%
BUDGET INFORMATION	Subdivision Budget	Federal Share
6. Personnel	\$70,703.41	\$35,351.70
7. Travel	\$3,500.00	\$1,750.00
8. All Other Allowable P&A Expenses	\$14,000.00	\$7,000.00
9. Total	\$88,203.41	\$44,101.70
DIRECTIONS (Please read before completing Form.)		
1. Fill in Emergency Management Agency's name. 2. Fill in Emergency Management Agency's address. 3. Fill in Fiscal Year. 4. Fill in percentage of time the Emergency Management Director works for Emergency Management. 5. Fill in percentage of time any other paid member of his staff works for Emergency Management. Fill in Subdivision Budget for the 3 categories, divide each figure by 2 to get the Federal Share. 6. Amount budgeted for salaries. 7. Amount budgeted for travel. 8. Amount budgeted for all other administrative cost. Omit funds earmarked for equipment and surplus property. 9. Add each column to get the totals		

SEMA 606-3 (Information from this form will be transferred by SEMA to the required FEMA Form 85-16)

FEDERAL EMERGENCY MANAGEMENT AGENCY EMERGENCY MANAGEMENT ASSISTANCE STAFFING PATTERN				FISCAL YEAR 2004 (10/01/2003 - 09/30/2004)	O.M.B. NO. 3607-0090 Expires Dec 31, 1992
NAME OF ORGANIZATION Columbia/Boone County Emergency Mgmt				STATE: Missouri	DATE: 08/01/02
POSITION TITLE (1)	GROSS ANNUAL SALARY (FED SHARE) (2)	FEMA FUNDING PROGRAM (3)	WORKYEARS (4)	DATE HIRED OR VACANCY (Mo/Yr) (5)	REMARKS (Name - Optional) (6)
Emergency Management Director	\$31,260.30	SLA	0.50	10/1999	
Secretary	\$7,911.58	SLA	0.20	04/2000	
Assistant Director	\$25,535.90	SLA	0.50	05/2000	
Communications Officer	\$4,448.19	SLA	0.10	10/1988	
Public Information Officer	\$1,547.44	SLA	0.05	04/2003	
Total	\$70,703.41				

ATTACHMENT TO STAFFING PATTERN

FEMA Form 85-17

FY-04

SUBDIVISION

Columbia - Boone County EMA

FY 2004

POSITION	<u>MONTHLY SALARY</u>	<u>MONTHLY BENEFITS</u>	<u>TOTAL</u>	<u>FEDERAL SHARE</u>
Emergency Management Director	\$2,266.01	\$339.02	\$2,605.03	\$1,302.51
Secretary	\$550.89	\$108.41	\$659.30	\$329.65
Assistant Director	\$1,822.89	\$305.11	\$2,128.00	\$1,064.00
Communications Officer	\$313.56	\$57.12	\$370.68	\$185.34
Public Information Officer	\$104.40	\$24.55	\$128.95	\$64.48

NOTE: If more than one paid position is listed on the Staffing Pattern, they may all be shown on one "Attachment form. You do not need to prepare a separate form for each paid position.

MISSOURI

LOCAL EMERGENCY MANAGEMENT

ANNUAL STATEMENT OF WORK

AGENCY

NAME Columbia Boone County SUBMISSION DATE 09-19-03
Office of Emergency Management October 1, 2003 thru
ADDRESS 17 N. 7th St. Suite 8 PERIOD COVERED September 30, 200
CITY Columbia COUNTY Boone CURRENT POPULATION 135,000

FEDERAL FUNDING:

Do you anticipate requesting Federal funding during this period? Yes ___ No ___

CERTIFICATION:

We certify that we will accomplish the projected programs to the best of our ability, will provide the necessary support to accomplish completion and understand and agree that completion of or progress toward said projected programs is a condition for participation in the Emergency Management Assistance Program and/or other federally assisted programs.

James P. McNabb
Emergency Management Director (Type or print)

[Signature]
Emergency Management Director (Signature)

SEMA Director (Type or print)

SEMA Director (Signature)

Raymond A. Beck
Chief Executive Official (Type or print)

[Signature]
Chief Executive Official (Signature)

Keith Schnarre
Chief Executive Official (Type or print)

*[Signature]
Chief Executive Official (Signature)



NOTE: Please complete the Annual Statement of Work - Attachment 1 and obtain the signatures of the EM Director and Chief Executive Officer(s) for the above certification.

AGENCY NAME:

Original
Submission

1st

Quarterly Reports

2nd

3rd

4th

PROJECTED PROGRAM DESCRIPTIONS

QUARTERLY PROJECTIONS-REPORTS

E - Enter number you expect to complete

C - Enter number you completed

D - Enter "D" for item delayed or deleted (Brief Explanation)

A - Enter "A" for item added after original submission

R - Enter "R" for item revision

1 st Quarter		2 nd Quarter		3 rd Quarter		4 th Quarter		FY TOTAL	
E	C	E	C	E	C	E	C	E	C
1		1		1		1		4	
1		1		1		1		4	
1				1				2	
2						1		3	
1								1	
1		1		1		1		4	
2		2		2		2		8	
3		4		3		3		13	
13		13		13		13		52	
		1						1	
		1				1		2	
1				1				2	
		1						1	

Submit Statment of Work to SEMA

Submit Quarterly financial records

Review & Update EOP

Conduct TAbLe Top exercise

Conduct Functional exercise

Attend Area Co-ordinator Meeting

Public Presentations

Test Outdoor & Warning Systems

Conduct Weekly Systems tests

Weather Spotter Training

Attend Spring & Fall Conferences

FEMA/EMI training

SEMA Training

**For Staffing Pattern Sheet
 FY 2004
 Used Payroll Projection Report
 7/22/2003 11:00**

Emergency Management Director 50.00%	(James P. McNabb)	
	Total Wages	\$51,434
	Total additional pays	\$2,950
	Health Insurance	\$3,976
	Social Security	\$4,161
		<u>\$62,521</u>
	Percent in EM	50.00%
	Amt in EM	<u><u>\$31,260</u></u>

Secretary 20.00%	(Anne Cunningham)	
	Total Wages	\$31,300
	Total additional pays	\$1,754
	Health Insurance	\$3,976
	Social Security	\$2,529
		<u>\$39,558</u>
	Percent in EM	20.00%
	Amt in EM	<u><u>\$7,912</u></u>

Assistant Director 50.00%	(Joe Piper)	
	Total Wages	\$41,409
	Total additional pays	\$2,340
	Health Insurance	\$3,976
	Social Security	\$3,347
		<u>\$51,072</u>
	Percent in EM	50.00%
	Amt in EM	<u><u>\$25,536</u></u>

Communications Officer 10.00%	(Marc Kirkpatrick)	
	Total Wages	\$37,378
	Total additional pays	\$250
	Health Insurance	\$3,976
	Social Security	\$2,878
		<u>\$44,482</u>
	Percent in EM	10.00%
	Amt in EM	<u><u>\$4,448</u></u>

Public Information Officer 5.00%	(Gale Blomenkamp)	
	Total Wages	\$24,806
	Total additional pays	\$250
	Health Insurance	\$3,976
	Social Security	\$1,917
		<u>\$30,949</u>
	Percent in EM	5.00%
	Amt in EM	<u><u>\$1,547</u></u>