

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 12

County of Boone

} ea.

In the County Commission of said county, on the

20<sup>th</sup>

day of March

20 12

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

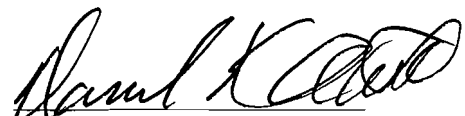
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to cover class 7 due to other claims deductibles in FY 2011:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1195	71018	Insurance Claim Activity	Other Claims Deductible		11,333.00
1123	71105	Insurance Claim Activity	Legal Fees		1,007.00
1195	59100	Insurance Claim Activity	Vehicle Repairs		7,042.00
1123	86800	Emergency & Contingency	Emergency	19,382.00	

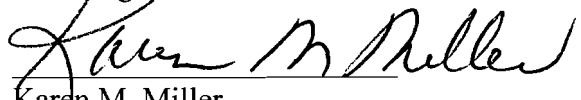
Done this 20<sup>th</sup> day of March, 2012.

ATTEST:

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

  
Daniel K. Atwill

Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

Absent  
Skip Elkin  
District II Commissioner



2011 Emergency Fund  
1123-86800

DATE	DEPARTMENT	DEPT. NO.	ACCOUNT	ORIGINAL BUDGET	AMOUNT USED	REMAINING BUDGET	DESCRIPTION
1/1/2011	Original budget			725,000		725,000	Original budget
2/8/2011	Insurance Claim Acti	1195	92400 Replacement Vehicles		(17,917)	707,083	replacement sheriff vehicle totaled in crash
<del>3/31/2011</del>	<del>PA Administration</del>	<del>1261</del>	<del>92400 Replacement Vehicle</del>		<del>(19,237)</del>	707,083	<del>replace investigator vehicle</del>
5/2/2011	Information Technol	1170	92302 Replacement Computer Software		(1415)	705,668	Upgrade software with Vision Solutions, part of AS/400 upgrade
5/2/2011	Information Technol	1170	91302 Computer Software		(390)	705,278	Software for laptop donated to sheriff's dept
5/31/2011	PA Administration	1261	92400 Replacement Vehicle		(23,425)	681,853	replace investigator vehicle
8/17/2011	County Clerk	1131	84400 Public Notes		(422)	681,431	Cover increased cost for publishing additional pages of financials for compliance
8/19/2011	Employee Benefits	1192	71101 Professional Services		(3,000)	678,431	To cover EAP costs through end of 2011
8/30/2011	Non-Departmental	1190	60050 Equipment Service Contract		(221)	678,210	To cover copier expense portion owed by Commission Office for Pednet copier when it was still leased under Commission Office at lifestyles building
9/21/2011	County Clerk	1131	84400 Public Notes		(31)	678,179	To cover costs for publication of annual tax rate hearing no
10/18/2011	Victim Witness	1262	84700 Witness Expenses		(7,500)	670,679	To cover trial expenses
2/3/2012	Victim Witness	1162	84700 Witness Expenses		(7,000)	663,679	To cover expert witness fee
2/3/2012	Victim Witness	1162	84800 Victim Witness		(1,500)	662,179	To cover transcripts
3/19/2012	Stormwater Admin	1725	71105 Legal Services		(35,623)	626,556	To cover legal services related to stormwater permit
3/19/2012	Insurance Claim Acti	1195	71018 Other Claims Deductible		<del>(18,052)</del> 19,382	<del>608,504</del> 607,174	To cover class 7 overage due to other claims deductibles
			Total	<u>725,000</u>	<u><del>(116,496)</del> 117,826</u>	<u><del>608,504</del> 607,174</u>	

1195-71016 & 71018 breakdown

59100

2011-1322	784.80	Payment to Citizen after Deputy rear-ended car (DOH 12/28/10 #410-19788-1)
2011-4916	1,168.63	To cover repairs of FM truck after it slid on ice into fire hydrant (DOL 01/21/11 #511-19857-1)
2011-4336	1,454.36	Repair to BCSD vehicle after accident (DOL 05/29/11 #511-20563-001)
2011-4335	35.00	Replace Fender decal & stripe on BCSD vehicle (DOL 05/29/11 #511-20563-1)
2011-4252	<u>2,269.80</u>	To repair BCSD vehicle of hitting deer (DOL 06/09/11 #511-20582-1)
	5,712.59	5,712.59 Add to 59100
		1,329.40 Already Expensed
Total		7,041.99 Total Expense

71016

2011-4916	1,000.00	FM Truck damage from ice - (DOL 01/21/11 #511-19857-1) - Already recorded in 71016
2011-4336	1,000.00	Repair to BCSD vehicle after accident (DOL 05/29/11 #511-20563-001) - Already recorded in 71016
2011-4252	1,000.00	To repair BCSD vehicle of hitting deer (DOL 06/09/11 #511-20582-1) - Already recorded in 71016
Total Expense	3,000.00	

71018

2011-1322	509.55	Legal Fees for damage to lagoon clean-out causing sewage damage (DOL 12/28/10 #410-19787-1)
2011-6858	162.00	Betts Legal Fees
2011-3907	5,000.00	Sims Legal Fees
2011-3907	1,506.00	Betts Legal Fees
2011-3920	2,302.51	Fairgrounds Flush Valves
2011-3920	1,431.29	Fairgrounds Flush Valves
2011-1322	1,259.30	Payment to Citizen after Deputy rear-ended car (DOL 01/28/11 #411-19884-1)
2011-2409	178.25	Payment to Citizen after Deputy rear-ended car (DOL 01/28/11 #411-19884-1)
2011-4264	426.09	Citizen rear-ended by County Vehicle (#120-9784-1) - Watts
2011-4469	4,250.00	Citizen rear-ended by County Vehicle (#121-1239-1) - Epperson
2011-4486	484.50	To repair hole in front of citizen house after BCSD vehicle rolled into it (DOL 07/16/11 #411-20726-1)
2011-6511	1,268.20	Citizen rear-ended by County Vehicle (DOL 10/04/11 #411-21051-1) - Gehrke
2011-6511	609.10	Payment to repair FBI vehicle after being struck by county vehicle (DOL 09/21/11 #411-21075-1) - FBI
2011-4467	149.00	Installation for new parts
2011-612	219.13	Parts for new sheriff vehicle
2011-4467	<u>36.91</u>	Refund to MOPERM for overpayment on repair to BCSD vehicle (DOL 05/29/11 #511-20563-1)
Total	19,791.83	

71105

Total	1,007.00	Sims Legal Fees
Total	29,511.42	
Less Decuctible	<u>(3,000.00)</u>	
	26,511.42	Agrees to 71018

Class 7 Short	18051.95
Class 5 Short	<u>1,329.40</u>
Amount Needed	19,381.35

Budget Amounts

59100	7,042
71018	11,333
71105	<u>1,007</u>
	19,382

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 12

County of Boone } ea.

In the County Commission of said county, on the

20<sup>th</sup>

day of March

20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to move funds from emergency appropriations to cover class 7 shortages as a result of legal services related to the stormwater permit:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1725	71105	Stormwater Administration	Legal Services		35,623.00
1123	86800	Emergency & Contingency	Emergency	35,623.00	
2046	71105	Stormwater Administration	Legal Services		16,921.00
2045	86800	PW - Design & Construction	Emergency	16,921.00	

Done this 20<sup>th</sup> day of March, 2012.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Absent  
Skip Elkin  
District II Commissioner



03/19/12 08:38:51

PAGE 1

LEDGER YEAR	DEPT	DEPARTMENT NAME	ACCOUNT CLASS	ACCOUNT	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL REV/EXP	REMAINING BALANCE
2011	1725	STORMWATER ADMINISTR	70000	70050	SOFTWARE SERVICE C		.00	177.60	177.60-
	1725	STORMWATER ADMINISTR		71100	OUTSIDE SERVICES		.00	3,680.00	3,680.00-
	1725	STORMWATER ADMINISTR		71105	LEGAL SERVICES		.00	31,764.97	31,764.97-
					TOTAL		.00	35,622.57	35,622.57-
					TOTAL		.00	35,622.57	35,622.57-

\*\*\* END OF REPORT \*\*\*

\$ 35,623.00

Legal Services related to  
Stormwater permits

LEDGER YEAR	DEPT	DEPARTMENT NAME	ACCOUNT CLASS	ACCOUNT	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL REV/EXP	REMAINING BALANCE
2011	2046	STORMWATER ADMINISTR	60000	60050	EQUIP SERVICE CONT		.00	113.69	113.69-
	2046	STORMWATER ADMINISTR		60200	EQUIP REPAIRS/MAIN	300.00	300.00	89.42	210.58
					TOTAL	300.00	300.00	203.11	96.89
2011	2046	STORMWATER ADMINISTR	70000	70050	SOFTWARE SERVICE C		.00	433.34	433.34-
	2046	STORMWATER ADMINISTR		71100	OUTSIDE SERVICES	2,300.00	2,300.00	51.70	2,248.30
	2046	STORMWATER ADMINISTR		71101	PROFESSIONAL SERVI		.00	362.00	362.00-
	2046	STORMWATER ADMINISTR		71105	LEGAL SERVICES		.00	18,573.56	18,573.56-
	2046	STORMWATER ADMINISTR		71700	EQUIPMENT RENTALS	200.00	200.00	.00	200.00
					TOTAL	2,500.00	2,500.00	19,420.60	16,920.60-
2011	2046	STORMWATER ADMINISTR	80000	83100	AWARDS	300.00	300.00	34.02	265.98
	2046	STORMWATER ADMINISTR		84010	RECEPTION/MEETINGS	1,450.00	595.00	508.25	86.75
	2046	STORMWATER ADMINISTR		84300	ADVERTISING	150.00	.00	.00	.00
	2046	STORMWATER ADMINISTR		86300	TESTING	400.00	.00	.00	.00
					TOTAL	2,300.00	895.00	542.27	352.73
2011	2046	STORMWATER ADMINISTR	90000	91300	MACHINERY & EQUIPM		2,905.00	2,904.80	.20
					TOTAL		2,905.00	2,904.80	.20
					TOTAL	117,965.00	119,225.00	132,059.12	12,834.12-

\*\*\* END OF REPORT \*\*\*

\$16,921.00  
 Legal Services related to  
 Stormwater permits



LEDGER YEAR	DEPT	DEPARTMENT NAME	ACCOUNT CLASS	ACCOUNT	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL REV/EXP	REMAINING BALANCE
2011	2046	STORMWATER ADMINISTR	3300	3320	PERMITS	1,500.00	1,500.00	350.00	1,150.00
	2046	STORMWATER ADMINISTR		3322	LAND DISTURBANCE P		.00	2,350.00	2,350.00-
					TOTAL	1,500.00	1,500.00	2,700.00	1,200.00-
2011	2046	STORMWATER ADMINISTR	3400	3411	FEDERAL GRANT REIM		.00	.00	.00
					TOTAL		.00	.00	.00
2011	2046	STORMWATER ADMINISTR	3500	3519	TRAINING COST REIM	1,000.00	1,000.00	120.00	880.00
					TOTAL	1,000.00	1,000.00	120.00	880.00
2011	2046	STORMWATER ADMINISTR	10000	10100	SALARIES & WAGES	85,594.00	84,094.00	81,537.56	2,556.44
	2046	STORMWATER ADMINISTR		10110	OVERTIME		.00	34.13	34.13-
	2046	STORMWATER ADMINISTR		10200	FICA	6,548.00	6,548.00	6,174.04	373.96
	2046	STORMWATER ADMINISTR		10300	HEALTH INSURANCE	9,012.00	9,012.00	9,012.00	.00
	2046	STORMWATER ADMINISTR		10325	DISABILITY INSURAN	316.00	316.00	291.14	24.86
	2046	STORMWATER ADMINISTR		10350	LIFE INSURANCE	99.00	99.00	92.96	6.04
	2046	STORMWATER ADMINISTR		10375	DENTAL INSURANCE	675.00	675.00	675.00	.00
	2046	STORMWATER ADMINISTR		10400	WORKERS COMP	556.00	556.00	556.00	.00
	2046	STORMWATER ADMINISTR		10500	401(A) MATCH PLAN	665.00	665.00	682.36	17.36-
					TOTAL	103,465.00	101,965.00	99,055.19	2,909.81
2011	2046	STORMWATER ADMINISTR	20000	22000	POSTAGE	100.00	100.00	306.22	206.22-
	2046	STORMWATER ADMINISTR		22500	SUBSCRIPTIONS/PUBL		.00	124.41	124.41-
	2046	STORMWATER ADMINISTR		23000	OFFICE SUPPLIES	1,000.00	987.00	566.00	421.00
	2046	STORMWATER ADMINISTR		23001	PRINTING	2,500.00	2,500.00	1,712.50	787.50
	2046	STORMWATER ADMINISTR		23050	OTHER SUPPLIES	450.00	450.00	1,255.80	805.80-
	2046	STORMWATER ADMINISTR		23850	MINOR EQUIP & TOOL	150.00	150.00	44.77	105.23
					TOTAL	4,200.00	4,187.00	4,009.70	177.30
2011	2046	STORMWATER ADMINISTR	30000	37000	DUES & PROF CERTS/	150.00	150.00	440.40	290.40-
	2046	STORMWATER ADMINISTR		37210	TRAINING/SCHOOLS	1,000.00	1,000.00	1,154.89	154.89-
	2046	STORMWATER ADMINISTR		37220	TRAVEL (AIRFARE, M	1,000.00	1,000.00	40.00	960.00
	2046	STORMWATER ADMINISTR		37230	MEALS & LODGING-TR	550.00	550.00	348.18	201.82
					TOTAL	2,700.00	2,700.00	1,983.47	716.53
2011	2046	STORMWATER ADMINISTR	40000	48000	TELEPHONES		420.00	267.26	152.74
					TOTAL		420.00	267.26	152.74
2011	2046	STORMWATER ADMINISTR	50000	59300	PARKING		853.00	852.72	.28
					TOTAL		853.00	852.72	.28

2011 Emergency Fund  
1123-86800

DATE	DEPARTMENT	DEPT. NO.	ACCOUNT	ORIGINAL BUDGET	AMOUNT USED	REMAINING BUDGET	DESCRIPTION
1/1/2011	Original budget			725,000		725,000	Original budget
2/8/2011	Insurance Claim Acti	1195	92400 Replacement Vehicles		(17,917)	707,083	replacement sheriff vehicle totaled in crash
3/31/2011	PA Administration	1261	92400 Replacement Vehicle		(19,237)	707,083	replace investigator vehicle
5/2/2011	Information Technol	1170	92302 Replacement Computer Software		(1415)	705,668	Upgrade software with Vision Solutions, part of AS/400 upgrade
5/2/2011	Information Technol	1170	91302 Computer Software		(390)	705,278	Software for laptop donated to sheriff's dept
5/31/2011	PA Administration	1261	92400 Replacement Vehicle		(23,425)	681,853	replace investigator vehicle
8/17/2011	County Clerk	1131	84400 Public Notes		(422)	681,431	Cover increased cost for publishing additional pages of financials for compliance
8/19/2011	Employee Benefits	1192	71101 Professional Services		(3,000)	678,431	To cover EAP costs through end of 2011
8/30/2011	Non-Departmental	1190	60050 Equipment Service Contract		(221)	678,210	To cover copier expense portion owed by Commission Office for Pednet copier when it was still leased under Commission Office at Lifestyles building
9/21/2011	County Clerk	1131	84400 Public Notes		(31)	678,179	To cover costs for publication of annual tax rate hearing notice
10/18/2011	Victim Witness	1262	84700 Witness Expenses		(7,500)	670,679	To cover trial expenses
2/3/2012	Victim Witness	1162	84700 Witness Expenses		(7,000)	663,679	To cover expert witness fee
2/3/2012	Victim Witness	1162	84800 Victim Witness		(1,500)	662,179	To cover transcripts
3/19/2012	Stormwater Admin	1725	71105 Legal Services		(35,623)	626,556	To cover legal services related to stormwater permit
			Total	<u>725,000</u>	<u>(98,444)</u>	<u>626,556</u>	

2011 Emergency Fund  
2045-86800

<u>DATE</u>	<u>ACCOUNT</u>	<u>ORIGINAL BUDGET</u>	<u>AMOUNT USED</u>	<u>REMAINING BUDGET</u>	<u>DESCRIPTION</u>
1/1/2011		87,973		87,973	Original Budget
3/19/2012	71105 Legal Services		(16,921)	71,052	To cover legal services related to stormwater permit
	Total	<u>87,973</u>	<u>(16,921)</u>		

2011 Contingency Fund  
2045-86850

<u>DATE</u>	<u>ACCOUNT</u>	<u>ORIGINAL BUDGET</u>	<u>AMOUNT USED</u>	<u>REMAINING BUDGET</u>	<u>DESCRIPTION</u>
				0	Original Budget
	Total	<u>0</u>	<u>0</u>	<u>0</u>	

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 12

County of Boone

In the County Commission of said county, on the

20<sup>th</sup>

day of

March

20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the contract between the City of Ashland and Boone County, Missouri for 2012 pavement preservation projects. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 20<sup>th</sup> day of March, 2012.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Absent  
Skip Elkin  
District II Commissioner

**BOONE COUNTY AND CITY OF ASHLAND  
ROAD MAINTENANCE COOPERATIVE AGREEMENT**

**2012 Pavement Preservation Projects**

**THIS AGREEMENT** is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein “Boone County” and the City of Ashland, Missouri, a political subdivision of the State of Missouri, herein “City”.

**WHEREAS**, County and City desire to cooperate with each other on the maintenance of certain roadways in which both County and City have certain maintenance obligations; and

**WHEREAS**, the parties are authorized pursuant to the provisions of RSMo §70.220 to enter into this cooperative agreement; and

**WHEREAS**, cooperation between the parties for the purposes herein stated is intended to benefit each through the containment and reduction of associated costs as well as provide for the preservation and maintenance of the impacted roadways.

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. **PURPOSE:** The purpose of this agreement is to formalize the understanding between the parties regarding the sharing of costs associated with pavement preservation work to be done as part of the 2012 construction season.
2. **SHARED MAINTENANCE OBLIGATIONS:** Currently, County is responsible for the maintenance of Liberty Lane as part of its road system, except that the City is responsible for a one half interest in maintenance responsibilities for those portions of the roads adjacent to property annexed into the City of Ashland, and that City is solely responsible for that portion adjacent to the parcel owned by Dale and Nancy Lenger, Parcel # 24-502-15-00-005.02 01 as defined in the maintenance agreement accepted by Boone County Commission Order 450-2010 and City of Ashland Council Bill No. 2010-019; approximately the eastern 580’ of the asphalt portion of Liberty Lane. Said shared maintenance obligations are depicted in the Exhibits attached hereto and incorporated herein by reference.

3. LOCATION: The location of the 2012 Preservation Chip Seal project is as follows: Liberty Lane to begin approximately 730' west of Henry Clay Boulevard, at the concrete/asphalt joint, and continue west approximately 10,120' to Highway M.
4. WORK CONTEMPLATED: County will perform, with its own forces, application of road oil, application of Osage River rock, Iron Mountain Trap Rock, or like aggregate, sweeping, and other associated preparatory work to complete the 2012 Preservation Chip Seal projects.
5. COST: The costs for the Preservation Chip Seal project was calculated based on the surface area of pavement to be treated in areas of responsibility for each party and is summarized below.

2012 Preservation Chip Seal Project					
Road Name	Total Qty.	County Qty.	City Qty.	Unit Cost	City Cost
Liberty Lane	26,181 s.y.	22,203 s.y.	3,978 s.y.	\$ 2.07	\$ 8,234.46
<b>Total</b>					<b>\$ 8,234.46</b>

2012 Cost Summary:            \$ 8,234.46      Preservation Chip Seal Projects  
    Total   \$ 8,234.46      + 10% Contingency = \$ 9,057.91

**TOTAL COST TO CITY NOT TO EXCEED \$ 9,100.00**

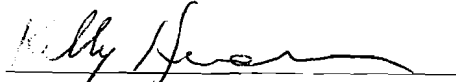
6. Method of Payment: The estimated costs of the Preservation Chip Seal projects, as listed above will be used in the request for payment. Final measurements will not be made, unless actual material use indicates significant difference from planned quantities. If a change in this amount is made, County will indicate said change on payment request to City. Upon completion of the project, County will request payment from City. City will reimburse County for requested costs within thirty (30) days of presentation of request.
7. AUTHORITY: The individuals signing this agreement below certify that they have obtained the appropriate authority to execute this agreement on behalf of the respective parties.

IN WITNESS WHEREOF the parties through their duly authorize representatives have executed this agreement effective as of the date of the last party and execute the same.

Executed by Boone County this 20 day of March, 2012

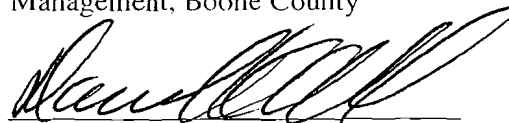
Executed by the City of Ashland this \_\_\_\_ day of \_\_\_\_\_, 2012

**CITY OF ASHLAND**

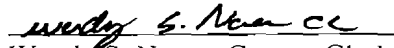
  
\_\_\_\_\_  
Kelly Henderson, City Administrator

**BOONE COUNTY**

\_\_\_\_\_  
Stan Shawver, Director of Resource  
Management, Boone County

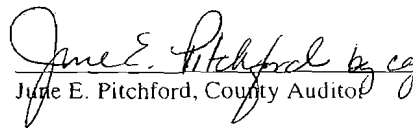
  
\_\_\_\_\_  
Daniel Atwill, Presiding Comm.

ATTEST:

  
\_\_\_\_\_  
Wendy S. Noren, County Clerk


**Boone County Auditor Certification:**

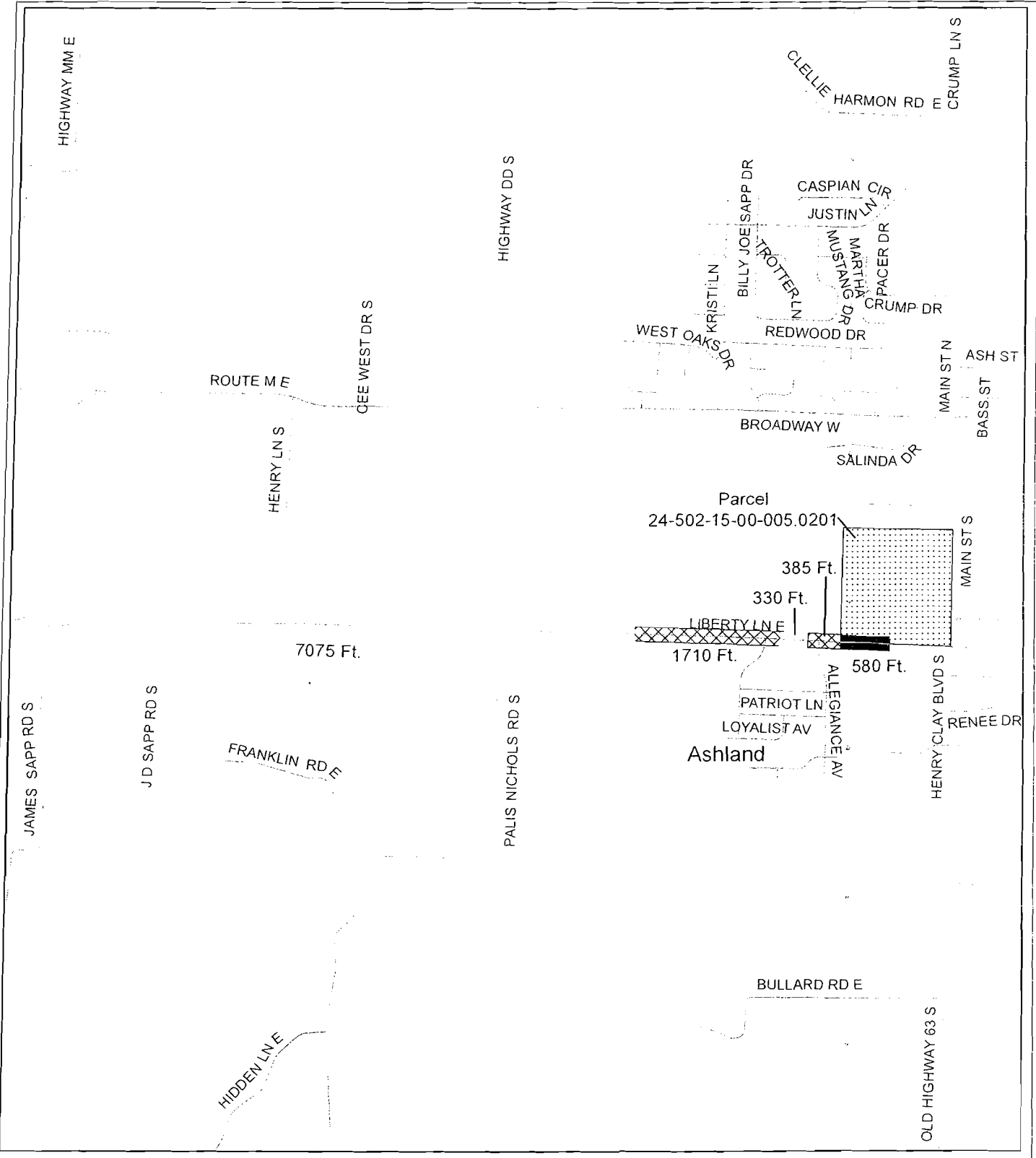
I hereby certify that a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.

  
\_\_\_\_\_  
Julie E. Pitchford, County Auditor

3/17/12  
Date  
2041-3528

APPROVED AS TO FORM:

  
\_\_\_\_\_  
C.J. Dykhouse, County Counselor



**2012 Preservation Chip Seal**

City of Ashland  
and  
Boone County  
  
LIBERTY LN



City



City and County

County

City Limits



Date: 9/27/2011  
Revised: 2/3/2012



# CERTIFIED COPY OF ORDER



STATE OF MISSOURI

}  
} ea.

March Session of the January Adjourned

Term. 20 12

County of Boone

In the County Commission of said county, on the

20<sup>th</sup>

day of

March

20

12

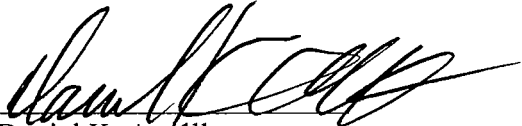
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of State of Missouri cooperative contract C110011001 – Fire Alarm Systems Deficiencies Repair with SimplexGrinnell. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

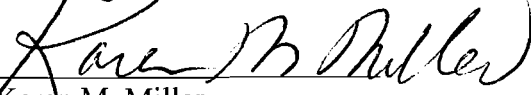
Done this 20<sup>th</sup> day of March, 2012.

ATTEST:

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

  
\_\_\_\_\_

Daniel K. Atwill  
Presiding Commissioner

  
\_\_\_\_\_

Karen M. Miller  
District I Commissioner

Absent  
\_\_\_\_\_  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
Director



613 E. Ash Street  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

COPY

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: March 8, 2012  
RE: C110011001 – Fire Alarm Systems Deficiencies Repair

State of Missouri cooperative contract C110011001 for Fire Alarm Systems Inspection Services with SimplexGrinnell of Earth City, Missouri was approved for use by the County on Commission Order 515-2011. The attached contract is for the Fire Alarm Systems Deficiencies Repair at the jail identified from the inspection.

Total cost of repairs is \$8,263.95 and will be paid from 1256 – Sheriff/Corrections Building HK/Maintenance, Account 60200 – Equipment Repairs/Maintenance. \$29,500 remains in the account at this time.

ATTACHMENT: Agreement

cc: Contract File  
Chad Martin, Sheriff Dept.

**PURCHASE AGREEMENT FOR  
FIRE ALARM SYSTEMS DEFICIENCIES REPAIR**

**THIS AGREEMENT** dated the 20 day of March 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **SimplexGrinnell** herein "Vendor."

**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 **Fire Alarm Systems Inspection Services** in compliance with all bid specifications and any addendum issued for the State of Missouri Contract **C110011001**, SimplexGrinnell's attached Service Solution, Summary of Services, and pricing pages applicable to Boone County, Prevailing Wage Order 18 with Excessive Unemployment, Work Authorization Certification, Insurance Requirements, as well as Boone County Standard Terms and Conditions, and the Contract between Boone County and Simplex Grinnell dated December 15, 2012, authorized in Commission Order 515-2011. In addition, the Contract Documents shall include the Proposal and Contract dated 1-9-12 with a total cost of \$8,263.95, the Fire Alarm Inspection Report dated 12/30/2011, and an email dated 2/3/2012 from Jeffrey Reinhart to Capt. Chad Martin, BCSD. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the cooperative contract may be permanently maintained in the County Purchasing Office and/or State of Missouri file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Boone County Standard Terms and Conditions and the State of Missouri Contract **C110011001** shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with certain repair services as outlined in the Proposal and Contract dated 1-9-12, incorporated herein, for a **total contract price of \$8,263.95**. It is understood by and between the parties that after completion of the contemplated work at the contract price of \$8,263.95, Boone County will be on a "Test & Inspect – Pats and Labor Panel & Peripherals (Full Service)" contract that corresponds to the Platinum Service Plan referenced in the Contract between the County and Vendor dated December 15, 2012 (as authorized in Commission Order 515-2011), which is incorporated herein and made a part hereof.

3. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff's Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. 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 Vendor, 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.



## STANDARD TERMS AND CONDITIONS – CONTRACT WITH BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an “all or none” basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration’s Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor’s invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

**Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

**Compensation Insurance -** The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

**Comprehensive General Liability Insurance -** The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**. The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

**COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

**Proof of Carriage of Insurance -** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

**INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.



Fire & Security

SimplexGrinnell

SimplexGrinnell LP
3787 Rider Trail South
Earth City, Mo 63045
Tel. (314) 739-4014
Fax (314) 739-3755

PROPOSAL AND CONTRACT
(SERVICE DEPARTMENT)

Table with 2 columns: Customer information (Boone County Jail, Attn: Bob Schwartz, PH: (573) 886-4400, FX: (573) 874-8953, Inspector: Rob) and Job Location information (Boone County Jail, 2121 County Drive, Columbia, MO 65202). Includes Salesperson: Justin Aleto and Date: 1-9-12.

SimplexGrinnell, for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the conditions outlined below:

SCOPE OF WORK: SimplexGrinnell will provide labor and material on a fixed price basis.

During your last fire alarm inspection several deficiencies had been noted and are listed below.

- 1. Twenty two smoke detectors failed testing and need replacement.
2. Three duct detectors failed testing and need replacement.
3. Several trouble conditions exist on the fire alarm control panel and need to be troubleshot.

Labor-\$2,240.00 Material-\$6,023.95 Total Cost-\$8,263.95

Exclusions: flushing of underground pipe, electric wiring, fire alarm, wiring in conduit, moving of devices, fire extinguishers, overtime labor, protecting heads from painting operation, seismic bracing upgrades, painting piping, asbestos/hazardous environments, adequate heat (freeze prevention) Concealed combustible fire sprinkler protection, designer prints, if a man lift is needed a \$400.00 fee will apply.

TERMS OF THIS AGREEMENT ARE
NET 10 NET 30 C.O.D.
Time and Material Price Not to Exceed \$ X Fixed Price of \$8,263.95
This price is valid for 10 days.

IMPORTANT NOTICE TO CUSTOMER

- A. The price for work to be performed under this agreement on a time and material basis shall be based upon the prevailing SimplexGrinnell prices for material, labor, and related items, in effect at the time supplied under this agreement.
B. Unless otherwise agreed in writing between the parties, the Customer shall pay SimplexGrinnell within thirty (30) days of the date of this Agreement.
C. Additional work performed for the Customer by SimplexGrinnell (beyond the work set out in the above scope of work section) will be included in subsequent invoices and shall be governed by and subject to all of the terms and conditions of this Agreement.
D. CUSTOMER AGREES THAT SIMPLEXGRINNELL'S LIABILITY FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGREEMENT PRICE SET OUT ABOVE (AS INCREASED BY THE PRICE FOR ANY ADDITIONAL WORK) OR, WHERE THE TIME AND MATERIAL TERM IS SELECTED ABOVE, CUSTOMER'S TIME AND MATERIALS PAYMENTS TO SIMPLEXGRINNELL.
E. THIS AGREEMENT CONSISTS OF THIS AGREEMENT PAGE AND THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO, and is the complete agreement between the parties.

SIMPLEXGRINNELL LP

By:
Name:
Title:

By: Justin Aleto Office:314-292-0090
Title: Deficiency Specialist E-Mail: Jaleto@simplexgrinnell.com

# ***SimplexGrinnell***

## **FIRE ALARM INSPECTION REPORT**

**December 2011 Inspection**

### **PREPARED FOR**

**Bob Davidson  
Boone County Jail  
2121 County Drive  
Columbia, MO 65202  
(573) 886-4400**

**12/30/2011**

### **PRELIMINARY REPORT**

**SimplexGrinnell**



**SimplexGrinnell  
FIRE ALARM INSPECTION REPORT**

**PAGE 1**

**Bob Davidson  
Boone County Jail  
2121 County Drive  
Columbia, MO 65202**

**This is the Preliminary Report for the Inspection begun on December 27, 2011,  
and completed on December 30, 2011.**

**A Final Report will be forwarded to you within the next seven business days.**

**Prior to testing, the Fire Alarm Control Panel was showing the following troubles:**

**Power Supply Trouble**

**Mapnet Cards 2, 3 and 4 Trouble**

**Smoke Detector B143 Holding Cell (M3-7) No Answer**

**Smoke Detector Pod C Cell 141 (M2-11) No Answer**

**Smoke Detector Pod C Cell 108 (M2-30) Open Circuit Trouble**

**Smoke Detector Pod C Cell 125 (M2-23) No Answer**

**Smoke Detector Pod C Cell 218 (M2-60) No Answer**

**Smoke Detector Pod A Cell 075 (M2-6) No Answer**

**Duct Detector Pod D Mechanical Room (M1-86) Excessively Dirty**

**During testing both Mapnet Cards 3 and 4 failed and FACP had to be cold started in order for cards to come back up.**

**All smoke detectors should be quoted with replacing both base and detector 4098-9714 and 4098-9792**

**The following smoke detectors failed to alarm when tested:**

**Pod C Cell 141 (M2-11)**

**Pod C Cell 138 (M2-14)**

**Pod C Cell 133 (M2-15)**

**Pod C Cell 132 (M2-16)**

**Pod C Cell 125 (M2-23)**

**Pod C Cell 219 (M2-59)**

**Pod C Cell 218 (M2-60)**

**Pod B Cell 143 (M3-7)**

**Pod B Cell 129 (M3-26)**

**Pod A Cell 087 Ad Seg (M1-13) Device is Missing (Ripped from ceiling base and detector)**

**Pod C Cell 108 (M2-30) Base Broken needs to be replaced**

**Pod A Cell 075 (M1-6) Device alarmed when tested, but has toilet paper blocking chamber.**

**The following smoke detectors alarmed when tested but failed sensitivity test:**

**Pod B Cell 210 (M3-73)**

**Pod B Cell 218 (M3-65)**

**SimplexGrinnell  
FIRE ALARM INSPECTION REPORT**

**PAGE 2**

**Boone County Jail**

Pod B Cell 225 (M3-60)  
Pod B Cell 234 (M3-53)  
Pod B Cell 121 (M3-33)  
Pod B Cell 122 (M3-32)

The following duct detector in Pod D Mechanical Room was in alarm upon arrival and would not reset, even after being cleaned. Detector appeared to have mold growing in them.

(M1-86)

After being tested the following duct detectors alarmed and would not reset or clear.

(M1-87) and (M1-88)

These duct detectors were left in a disabled condition.

Smoke detector (M2-20) alarmed when tested but has broken housing and should be replaced.

During testing both Magnet Cards 3 and 4 failed and FACP had to be cold started in order for cards to come back up.

Smoke detector (M1-34) alarmed when tested but has food on detector.

Smoke detector (M3-70) alarmed when tested but had toothpaste on detector.

Smoke detector (M3-34) alarmed when tested but is covered with toothpaste and toilet paper.

Smoke detector (M3-22) alarmed when tested but has cracked housing and appears to have been hit.

Smoke detector (M2-20) in Pod C Cell 135 has broken housing and should be replaced.

Smoke detector (M3-67) has toothpaste covering the LED and gives no indication of an alarm condition.

Smoke detector (M1-13) alarmed when tested but has toilet paper stuck in the vents of the detector.

Smoke detector (M2-74) and (M2-73) alarmed when tested, but have toothpaste stuck in them.

Smoke detector in Pod A Cell 077 (M1-7) was alarmed tested only.

Smoke detectors in A and B pod that were dirty were cleaned with the exception of devices that were behind cages and could not be cleaned properly due to vandalism.

Fire Alarm Control Panel local piezo has been disabled.

Duct detector in 117 high above the boiler by the insulated piping (M1-56) only has screws holding cover in place on one side. Screw holes on far side are broken and stripped.

**SimplexGrinnell  
FIRE ALARM INSPECTION REPORT**

**PAGE 3**

**Boone County Jail**

**SimplexGrinnell  
FIRE ALARM INSPECTION REPORT**

**PAGE 4**

**SITE: Boone County Jail**

**INSPECTION DEFICIENCIES SUMMARY**

**THE FOLLOWING DEFICIENCIES WERE NOTED DURING THIS INSPECTION**

**I. Deficiencies Covered by Your Service Agreement - Corrected by Inspection Team**

None

**II. Deficiencies Covered by Your Service Agreement - Service Call Required**

None

**III. Deficiencies Not Covered by Your Service Agreement**

None

**IV. Deficiencies Identified During This Inspection That Are The Customer's Responsibility**

1	Annunciator	Failed
1	Control Panel-Multiplex	Failed
3	Duct Smoke Detector	Failed
15	Ionization Smoke Detector	Failed
7	Photo Smoke Detector	Failed

**Customer Acknowledges responsibility for  
deficiencies listed above**

\_\_\_\_\_  
**Customer**

\_\_\_\_\_  
**Date**

**SimplexGrinnell  
FIRE ALARM INSPECTION REPORT**

**SITE: Boone County Jail**

**INSPECTION DEFICIENCIES**

**I. Deficiencies Covered by Your Service Agreement - Corrected by Inspection Team**

<u>Dev Type</u>	<u>Building</u>	<u>Floor</u>	<u>Area</u>	<u>Cust Zone</u>	<u>Cust Dev#</u>	<u>Address/ Zone No.</u>	<u>Service Performed</u>	<u>Test Result</u>
None								

**II. Deficiencies Covered by Your Service Agreement - Service Call Required**

<u>Dev Type</u>	<u>Building</u>	<u>Floor</u>	<u>Area</u>	<u>Cust Zone</u>	<u>Cust Dev#</u>	<u>Address/ Zone No.</u>	<u>Service Performed</u>	<u>Test Result</u>
None								

**III. Deficiencies Not Covered by Your Service Agreement**

<u>Dev Type</u>	<u>Building</u>	<u>Floor</u>	<u>Area</u>	<u>Cust Zone</u>	<u>Cust Dev#</u>	<u>Address/ Zone No.</u>	<u>Service Performed</u>	<u>Test Result</u>
None								

**IV. Deficiencies Identified During This Inspection That Are The Customer's Responsibility**

<u>Dev Type</u>	<u>Building</u>	<u>Floor</u>	<u>Area</u>	<u>Cust Zone</u>	<u>Cust Dev#</u>	<u>Address/ Zone No.</u>	<u>Service Performed</u>	<u>Test Result</u>
CPMX	Boone County Jail	A1	POD 'A' 072 CONTROL ROOM				Tested	Failed
						Expired Manufacturers Date Code		
ISD	Boone County Jail	A1	POD 'A' 075 CELL			M1-6	Tested	Failed
						See Report Comments		
ISD	Boone County Jail	A1	POD 'A' 087 ADMIN. SEGR.			M1-13	Tested	Failed
						See Report Comments		
PSD	Boone County Jail	B1	POD 'B' 121 CELL			M3-33	Tested	Failed
						Failed Sensitivity Test		
PSD	Boone County Jail	B1	POD 'B' 122 CELL			M3-32	Tested	Failed
						Failed Sensitivity Test		
ISD	Boone County Jail	B1	POD 'B' 129 CELL			M3-26	Tested	Failed
						No alarm when tested		
ISD	Boone County Jail	B1	POD 'B' 143 CELL			M3-7	Tested	Failed
						No alarm when tested		
PSD	Boone County Jail	B2	POD 'B' 210 CELL			M3-73	Tested	Failed
						Failed Sensitivity Test		

**SimplexGrinnell  
FIRE ALARM INSPECTION REPORT**

**SITE: Boone County Jail**

**INSPECTION DEFICIENCIES**

**IV. Deficiencies Identified During This Inspection That Are The Customer's Responsibility**

<u>Dev Type</u>	<u>Building</u>	<u>Floor</u>	<u>Area</u>	<u>Cust Zone</u>	<u>Cust Dey#</u>	<u>Address/ Zone No.</u>	<u>Service Performed</u>	<u>Test Result</u>
ISD	Boone County Jail	B2	POD 'B' 218 CELL			M3-65	Tested	Failed
				Failed Sensitivity Test				
PSD	Boone County Jail	B2	POD 'B' 225 CELL			M3-60	Tested	Failed
				Failed Sensitivity Test				
PSD	Boone County Jail	B2	POD 'B' 234 CELL			M3-53	Tested	Failed
				Failed Sensitivity Test				
ANNC	Boone County Jail	C	ROOM 136				Tested	Failed
				No alarm when tested				
ISD	Boone County Jail	C1	POD 'C' CELL 108			M2-30	Tested	Failed
				Broken Housing				
ISD	Boone County Jail	C1	POD 'C' CELL 115			M2-28	Tested	Failed
				No alarm when tested				
ISD	Boone County Jail	C1	POD 'C' CELL 125			M2-23	Tested	Failed
				No alarm when tested				
ISD	Boone County Jail	C1	POD 'C' CELL 132			M2-16	Tested	Failed
				No alarm when tested				
ISD	Boone County Jail	C1	POD 'C' CELL 133			M2-15	Tested	Failed
				No alarm when tested				
ISD	Boone County Jail	C1	POD 'C' CELL 135			M2-20	Tested	Failed
				Broken Housing				
ISD	Boone County Jail	C1	POD 'C' CELL 138			M2-14	Tested	Failed
				No alarm when tested				
ISD	Boone County Jail	C1	POD 'C' CELL 141			M2-11	Tested	Failed
				No alarm when tested				
PSD	Boone County Jail	C2	POD 'C' CELL 204			M2-73	Tested	Failed
				See Report Comments				
PSD	Boone County Jail	C2	POD 'C' CELL 205			M2-74	Tested	Failed
				See Report Comments				
ISD	Boone County Jail	C2	POD 'C' CELL 218			M2-60	Tested	Failed
				No alarm when tested				
ISD	Boone County Jail	C2	POD 'C' CELL 219			M2-59	Tested	Failed
				No alarm when tested				

**SimplexGrinnell  
FIRE ALARM INSPECTION REPORT**

**PAGE 7**

**SITE: Boone County Jail**

**INSPECTION DEFICIENCIES**

**IV. Deficiencies Identified During This Inspection That Are The Customer's Responsibility**

<u>Dev Type</u>	<u>Building</u>	<u>Floor</u>	<u>Area</u>	<u>Cust Zone</u>	<u>Cust Dev#</u>	<u>Address/ Zone No.</u>	<u>Service Performed</u>	<u>Test Result</u>
DSD	Boone County Jail	D1	POD 'D' MECHANICAL ROOM			M1-87	Tested	Failed
				Needs replacement				
DSD	Boone County Jail	D1	POD 'D' MECHANICAL ROOM			M1-86	Tested	Failed
				Needs replacement				
DSD	Boone County Jail	D1	POD 'D' MECHANICAL ROOM			M1-88	Tested	Failed
				Needs replacement				

**SimplexGrinnell  
FIRE ALARM INSPECTION REPORT**

**PAGE 8**

**SITE: Boone County Jail**

_____	_____
<b>Customer</b>	<b>Date</b>
_____	_____
<b>Robert Shuler</b>	<b>Date</b>
_____	_____
<b>Mike Macker</b>	<b>Date</b>

**IF YOU HAVE ANY QUESTIONS REGARDING THIS REPORT, PLEASE CONTACT**

**Jim Bazzell Branch Service Manager**

**Phone: (314) 739-4014  
Address: 3787 Rider Trail South  
Earth City, MO 63045**

00435399.A12



**From:** Chad Martin  
**To:** Dykhouse, CJ <CDykhouse@boonecountymo.org>  
**Date:** 2/29/2012 3:58 PM  
**Subject:** Fw: SimplexGrinnell Inspection/Discrepancy Reports

>>> "Reinhart, Jeffrey" <JReinhart@simplexgrinnell.com> 2/3/2012 9:59:12 AM >>>  
Chad, When a company upgrades to a Test & Inspect - Parts and Labor Panel & Peripherals(full service) from (in your case) test and inspect panel labor only, SimplexGrinnell requires that after we provide the inspection under the new agreement all deficiencies must be corrected so we know the system is at 100%. From that time forward you are fully covered (see terms and conditions on coverage restrictions). You will remain fully covered as long as the contract is renewed each year moving forward.

Please let me know if you have any other questions.

Basically Chad we  
Jeff Reinhart | Life Safety Service Consultant  
SimplexGrinnell, A Tyco International Company  
Tel: +1-573-239-7469  
JReinhart@simplexgrinnell.com

-----Original Message-----

From: Chad Martin [mailto:cmartin@boonecountymo.org]  
Sent: Friday, February 03, 2012 7:22 AM  
To: Reinhart, Jeffrey  
Subject: Re: SimplexGrinnell Inspection/Discrepancy Reports

Jeff,

Upon review of the attached documents it appears there are only 3 line items that repeat from 2010 to 2011, the remainder appear to be unique to each respective report. Can you please confirm that you see the same thing?

Since there are only 3 items lingering from 2010 shouldn't the contract as written pay for the other items that weren't on the 2010 report?

Either way, can you please send me something in writing from SG's stance on where we stand with this? I have a meeting scheduled with our legal department and he will want to see that so we have a clear direction on how to proceed.

Thanks,  
Chad

Capt. Chad Martin  
Boone County Sheriff's Dept.  
2121 County Drive  
Columbia, Mo. 65202  
Tel: (573) 876-6101

>>> "Reinhart, Jeffrey" <JReinhart@simplexgrinnell.com> 1/25/2012 6:19 PM >>>

Chad, attached in this email is as follows:

- \* 2010 Inspection report (shows discrepancies)
- \* 2011 Inspection report w/2011 discrepancy quote
- \* 8-5-2010 Service Request
- \* 8-10-2010 Service Request

These are the only service requests found in our data base.

Regards,

Jeff Reinhart | Life Safety Service Consultant

SimplexGrinnell, A Tyco International Company

3305 Clark Lane Suite 271, Columbia, MO 65202 United States

Tel: +1-573-239-7469

JReinhart@simplexgrinnell.com <mailto:ahake@simplexgrinnell.com>

www.simplexgrinnell.com <http://www.simplexgrinnell.com>

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 11

County of Boone

In the County Commission of said county, on the

15<sup>th</sup>

day of

December

20

11

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri cooperative contract C110011001 – Fire Alarm Systems Inspection Services with SimplexGrinnell. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 15<sup>th</sup> day of December, 2011.

ATTEST:

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

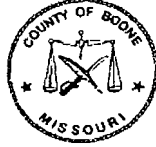
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
District I Commissioner

Absent \_\_\_\_\_  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
Director



613 E. Ash Street, Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: December 15, 2011  
RE: State of Missouri Cooperative Contract for C110011001 – Fire Alarm  
Systems Inspection Services

Purchasing and Facilities Maintenance request permission to utilize State of Missouri cooperative contract C110011001 – Fire Alarm Systems Inspection Services with SimplexGrinnell of Columbia, MO.

Fire alarm annual inspection service at the jail is \$8,771.49. Invoice from 2011 will be paid from department 6100 – Facilities and Grounds Maintenance, account 60050 – Equipment Service Contract. The Sheriff's office may use this contract in 2012.

cc: Contract File  
Bob Davidson, Facilities Maintenance

**PURCHASE AGREEMENT FOR  
FIRE ALARM SYSTEMS INSPECTION SERVICES**

THIS AGREEMENT dated the 15 day of December 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **SimplexGrinnell** herein "Vendor."

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 **Fire Alarm Systems Inspection Services** in compliance with all bid specifications and any addendum issued for the State of Missouri Contract **C110011001**, SimplexGrinnell's attached Service Solution, Summary of Services, and pricing pages applicable to Boone County, Prevailing Wage Order 18 with Excessive Unemployment, Work Authorization Certification, Insurance Requirements, as well as Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the cooperative contract may be permanently maintained in the County Purchasing Office and/or State of Missouri file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Boone County Standard Terms and Conditions and the State of Missouri Contract **C110011001** shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Fire Alarm Systems Inspection Services on an annual basis per the following pricing:

Fire Alarm Test & Inspect – Parts and Labor (Panel & Peripherals)

<u>Service/Product Description</u>	<u>Quantity</u>	<u>Frequency</u>
<b>SIMPLEX 4100 / 4020 FIRE ALARM SYSTEM</b>		
Main Fire Alarm Panel	1	Annual
Fire Alarm Battery (each)	2	Annual
Smoke Detector Conventional	200	Annual
Heat Detector Non Restorable	19	Annual
Duct Detector Conventional	16	Annual
Pull Station	10	Annual

TOTAL: \$8,771.49

3. **Contract Duration** - This agreement shall commence on **date written above and extend through October 31, 2012** subject to the provisions for termination specified below.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Maintenance Department and billings may only include the prices listed in the vendor's bid

response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. 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 Vendor, 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.

5. **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.

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.

**SIMPLEXGRINNELL**

**BOONE COUNTY, MISSOURI**

by *Ar. Byzell*  
title *Total Service Manager*

by: Boone County Commission  
*[Signature]*  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

*[Signature]*  
County Counselor

*Wendy S. Noren*  
Wendy S. Noren, County Clerk

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.)

*James E. Pitchford*  
Signature *by cff*

*12/15/11*  
Date

*6100 / 60050 / \$8,771.49*  
Appropriation Account





Company ID Number: 62038  
Client Company ID Number: 265343

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A DESIGNATED AGENT

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), **SimplexGrinnell** (Employer), and **Checkpoint** (Designated Agent) regarding the Employer's and Designated Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the Designated Agent. References to the Employer include the Designated Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the Designated Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.



Company ID Number: 62038  
Client Company ID Number: 265343

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer (through the Designated Agent) access to selected data from DHS's database to enable the Employer (through the Designated Agent) to conduct, to the extent authorized by this MOU:
  - Automated verification checks on alien employees by electronic means, and
  - Photo verification checks (when available) on employees.
2. DHS agrees to provide to the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. DHS agrees to provide the Designated Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer (through the Designated Agent), the E-Verify User Manual containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
4. DHS agrees to provide to the Employer (through the Designated Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the Designated Agent) anti-discrimination

Company ID Number: 62038  
Client Company ID Number: 265343

notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Designated Agent a user identification number and password that will be used exclusively by the Designated Agent, on behalf of the Employer, to verify information provided by alien employees with DHS's databases.
6. DHS agrees to safeguard the information provided to DHS by the Employer (through the Designated Agent), and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.
7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.
8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

## **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS (through the Designated Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Designated Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

Company ID Number: 62038  
Client Company ID Number: 265343

period of unavailability. In all cases, the Employer (through the Designated Agent), must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification, through the Designated Agent, by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer (through the Designated Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

7. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify (through its Designated Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.
8. The Employer (through its Designated Agent) agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
9. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) until and unless

Company ID Number: 62038  
Client Company ID Number: 265343

secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

10. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
11. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
12. The Employer agrees that it will use the information it receives from SSA or DHS (through the Designated Agent) pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
13. The Employer acknowledges that the information which it receives through the Designated Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
14. The Employer agrees to cooperate with DHS and SSA in their compliance

Company ID Number: 62038  
Client Company ID Number: 265343

monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

## **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
  - a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
  - b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
  - c. Institutions of higher education, State, local and tribal governments and

Company ID Number: 62038  
Client Company ID Number: 265343

sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local, tribal governments, and sureties.

- d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.
- e. Form I-9 procedures for Federal contractors: The Employer (through its Designated Agent), may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

Company ID Number: 62038  
Client Company ID Number: 265343

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

## **E. RESPONSIBILITIES OF THE DESIGNATED AGENT**

1. The Designated Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Designated Agent representatives who will be accessing information under E-Verify.
2. The Designated Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures.
3. The Designated Agent agrees that any Designated Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
  - A. The Designated Agent agrees that all Designated Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
  - B. Failure to complete a refresher tutorial will prevent the Designated Agent and Employer from continued use of the program.
4. The Designated Agent agrees to obtain the necessary equipment to utilize E-Verify.
5. The Designated Agent agrees to provide the Employer with the notices described in Article II.B.4 above.
6. The Designated Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The Designated Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Designated Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the Designated Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.
7. The Designated Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon

Company ID Number: 62038  
Client Company ID Number: 265343

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

## **ARTICLE III**

### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

#### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the Designated Agent), will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the Designated Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

#### **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the



Company ID Number: 62038  
Client Company ID Number: 265343

photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer (or the Designated Agent) will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
  - Scanning and uploading the document, or
  - Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).
7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

#### **ARTICLE IV**

#### **SERVICE PROVISIONS**

The SSA and DHS will not charge the Employer or the Designated Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

#### **ARTICLE V**

Company ID Number: 62038  
Client Company ID Number: 265343

## PARTIES

- A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
- B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Designated Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The Employer understands that if the Employer is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.
- C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Designated Agent, the Employer, or their agents, officers, or employees.
- E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Designated Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Designated Agent or the Employer.
-

# E-Verify



Company ID Number: 62038  
Client Company ID Number: 265343

- F. Participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer and the Designated Agent.

**SimplexGrinnell** (Employer) hereby designates and appoints **Checkpast** (Designated Agent), including its officers and employees, as the Designated Agent for the purpose of carrying out **SimplexGrinnell** (Employer) responsibilities under the MOU between the Employer, the Designated Agent, and DHS.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

# E-Verify



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 62038  
Client Company ID Number: 265343

## Approved by:

### Employer SimplexGrinnell

James Bazzell  
Name (Please Type or Print)

Total Service Manager  
Title

J. Bazzell  
Signature

3-5-12  
Date

### Designated Agent Checkpast

#### Matthew J Levine

Name (Please Type or Print)

Title

Electronically Signed  
Signature

10/16/2009  
Date

## Department of Homeland Security – Verification Division

### USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed  
Signature

10/23/2009  
Date



Company ID Number: 62038  
Client Company ID Number: 265343

**Information Required  
For the E-Verify Designated Agent Program**

**Information relating to your Company:**

Company Name: SimplexGrinnell

Company Facility Address: 1 Town Center RD

Seas Raton, FL 33486

County or Parish: PALM BEACH

Employer Identification

Number: 582688861

North American Industry  
Classification Systems

Code: 338

Parent Company: Tyco International

Number of Employees: 10,000 and over



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc. POLICY NUMBER		NAMED INSURED SimplexGrinnell, LP 3787 RIDER TRAIL SOUTH EARTH CITY, MO 63045 United States	
CARRIER	NAIC	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

**REGARDING POLICIES OF INSURANCE:**

Insurer	Policy Number(s)	Effective Date(s)	Expiration Date(s)
F	WC 015884007 (MA, ND, OH, WA, WI, WY)	10/1/2011	10/1/2012
F	WC 015884009 (MN)	10/1/2011	10/1/2012

**REGARDING NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:**

This endorsement modifies the notice of cancellation of insurance provided hereunder:

Should any of the above described policies be cancelled, other than for non-payment of premium, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

All other terms and conditions of this policy remain unchanged.

**REGARDING ADDITIONAL INSURED STATUS:**

In accordance with the policy provisions, Boone County Purchasing is included as an additional insured under this policy, as a result of any contract or agreement entered into by the named insured and Boone County Purchasing.

Other Additional Insureds: Boone County

**FOR QUESTIONS REGARDING THIS CERTIFICATE OF INSURANCE CONTACT:**

Laura Winkler (Email: [lwinkler@simplexgrinnell.com](mailto:lwinkler@simplexgrinnell.com) Phone: 314-739-4014)

This Certificate of Insurance was generated by EXIGIS RISKworks® rm.Certificates®. To learn more about EXIGIS Certificate Management Solutions visit [www.exigis.com/tyc](http://www.exigis.com/tyc).





AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Marsh USA Inc. <b>POLICY NUMBER</b>		<b>NAMED INSURED</b> SimplexGrinnell, LP 3787 RIDER TRAIL SOUTH EARTH CITY, MO 63045 United States	
<b>CARRIER</b>	<b>NAIC</b>	<b>EFFECTIVE DATE:</b>	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

**REGARDING POLICIES OF INSURANCE:**

Insurer	Policy Number(s)	Effective Date(s)	Expiration Date(s)
F	WC 015884007 (MA, ND, OH, WA, WI, WY)	10/1/2011	10/1/2012
F	WC 015884009 (MN)	10/1/2011	10/1/2012

**REGARDING NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:**

This endorsement modifies the notice of cancellation of insurance provided hereunder:

Should any of the above described policies be cancelled, other than for non-payment of premium, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

All other terms and conditions of this policy remain unchanged.

**REGARDING ADDITIONAL INSURED STATUS:**

In accordance with the policy provisions, Boone County Purchasing is included as an additional insured under this policy, as a result of any contract or agreement entered into by the named insured and Boone County Purchasing.

Other Additional Insureds: Boone County

**FOR QUESTIONS REGARDING THIS CERTIFICATE OF INSURANCE CONTACT:**

Laura Winkler (Email: [lwinkler@simplexgrinnell.com](mailto:lwinkler@simplexgrinnell.com) Phone: 314-739-4014)

This Certificate of Insurance was generated by EXIGIS RISKworks®. To learn more about EXIGIS Certificate Management Solutions visit [www.exigis.com/tyc](http://www.exigis.com/tyc).

## STANDARD TERMS AND CONDITIONS – CONTRACT WITH BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an “all or none” basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration’s Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor’s invoices during the term of the Agreement, and any renewals thereof,

**Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

**Compensation Insurance -** The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

**Comprehensive General Liability Insurance -** The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

**COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

**Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

**INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

## Service Solution

**Customer: Boone County Jail**  
Date: 04-NOV-11  
Proposal #:132423  
Term:01-NOV-11 to 31-OCT-12

**SimplexGrinnell**  
Sales Representative:  
JEFFREY RAYMOND REINHART  
3787 RIDER TRL S  
EARTH CITY, MO 63045-1114  
JReinhart@simplexgrinnell.com

---

**Billing Customer:**  
Boone County Jail  
2121 E County Dr  
COLUMBIA, MO 65202-9051

**Service Location:**  
Boone County Jail  
2121 E County Dr  
COLUMBIA, MO 65202-9051

---

### INVESTMENT SUMMARY

<u>Service/Product Description</u>	<u>Quantity</u>	<u>Frequency</u>	<u>Investment</u>
<b>Recurring Annual Investment</b>			
Fire Alarm Test & Inspect - Parts and Labor (Panel & Peripherals)			\$8,771.49
SIMPLEX 4100/4020 FIRE ALARM SYSTEM			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery (each)	2	Annual	
Smoke Detector Conventional	200	Annual	
Heat Detector Non Restorable	19	Annual	
Duct Detector Conventional	16	Annual	
Pull Station	10	Annual	
<b>Total Recurring Annual Investment:</b>			<b>\$8,771.49</b>

*Excludes applicable Sales Tax  
Service Solution Valid for 45 Days*

# **SimplexGrinnell BE SAFE.**

## **SUMMARY OF SERVICES**

### **Fire Alarm Test & Inspect - Parts and Labor (Panel & Peripherals)**

#### **FIRE ALARM PANEL AND PERIPHERAL COMPONENT REPLACEMENT FOR FIRE ALARM SYSTEMS:**

The Platinum Plan covers component replacement on the central processing unit, including reprogramming of system due to failure, replacement of circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards monitors, and peripheral devices (smoke detectors, pull stations, audible/ visible units, door contacts, etc.) associated with system. Replacement of the entire fire alarm panel, batteries, faulty wiring and/or ground faults are not covered.

#### **TEST AND INSPECTION OVERVIEW:**

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

#### **DOCUMENTATION:**

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's rep. NOTE: Certain additional services may be required by the respective Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. The Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services fulfill requirements.

### **Smoke Detector Sensitivity Testing - 100% of Devices Annual**

#### **SENSITIVITY TESTING FOR CONVENTIONAL SMOKE DETECTORS:**

Smoke detector sensitivity testing will be performed on smoke detectors. Testing will be performed using UL/ULC approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and, if necessary, noted and recommended for replacement. NOTE: Certain types of analog smoke sensors automatically satisfy this testing requirement through sensitivity reports printed from the fire alarm panel. Excludes duct smoke detectors.

### **Emergency Service (Normal Working Hours)**

Emergency Service (Provided during normal working hours, Monday-Friday excluding SimplexGrinnell holidays). This service includes labor, travel, and mileage charges for repairs associated with normal wear and tear. Standard service will be provided within 24 hours of notification Monday through Friday, excluding SimplexGrinnell holidays, unless outlined in the agreement.

NOTE: Customers with Platinum, Gold Parts/Labor or Gold Labor will be invoiced at standard (normal working hours) labor rate for billable after hours service calls.

#### **SERVICE COVERAGE:**

Silver Service Plan - Labor charged at standard service rates up to and including overtime

Gold Parts Service Plan - Panel Parts included. Labor charged at standard service rates up to and including overtime

Gold Labor Service Plan - Panel Labor included. Parts not included

Gold Parts/Labor Service Plan - Parts and Labor included on Panel only

Platinum Service Plan - Parts and Labor Included on covered system

***SimplexGrinnell* BE SAFE.**

SPECIAL PROVISIONS:

This agreement is priced under the State of Missouri WSCA contract.

Note: Prices reflect work performed using Dallas wage rates. Prices of other locations are automatically adjusted based on the prevailing wage rate in the area where work is performed.

Contractor: **SimplexGrinnell** (District #)  **SimplexGrinnell WSCA Schedule**  
**Fire Alarm Services** Contract Number:

Street: 3787 Rider Trail South  
 City: Earth City  
 State: MO  
 Phone #: 314-739-4014

State, City & County: MO, COLUMBIA, BOONE

Facility Name: Boone County Government / Boone County Jail  
 Address: 2121 E. County Drive  
 Zip Code: 65202

Wage Rate: \$ 21.10  
 Health & Welfare: \$ 3.16  
 Total: \$ 24.26  
 Wage Rate Multiplier: 1.00

Enter quantity of each of desired line items below rose colored boxes  
 Total Price will automatically be calculated at bottom of sheet.

LINE ITEMS - Fire Alarm Contract (Conventional)	Initial Test, Inspect, & Report	Sub-total			Annual Full Maint.	Qty	Sub Total Annual Full Maint.
<b>Control Equipment</b>							
Control Panel Monitored	\$ 155.61	\$ -			\$ 565.38	1	\$ 565.38
Additional Panel (each)	\$ 77.81	\$ -			\$ 311.22		\$ -
Control Panel Unmonitored	\$ 155.61	\$ -					
Control Panel Special Systems (ie preaction, CO2, Halon alternative, etc)	\$ 155.61	\$ -			\$ 565.38		\$ -
Control Panel Central Transmitter	Included						
Central Station Receiver	Included						
Annunciator LED type	\$ 36.40	\$ -			\$ 39.42		\$ -
Annunciator graphical type	\$ 51.87	\$ -			\$ 51.87		\$ -
CPU graphical display	Included				Test only		
NAC Power Extender (Includes Battery Testing)	\$ 51.87	\$ -			\$ 207.48		\$ -
Battery testing - lead acid	\$ 25.94	\$ -			\$ 38.38	2	\$ 76.77
Battery testing - gel cell	\$ 25.94	\$ -			\$ 38.38		\$ -
Battery testing - Ni-Cad	\$ 25.94	\$ -			\$ 38.38		\$ -
Battery charger	Included				Included		
<b>Emergency voice/alarm communications equipment</b>							
Emerg. Telephone	\$ 3.11	\$ -			\$ 25.94		\$ -
Phone Jacks	\$ 3.11	\$ -			\$ 14.52		\$ -
Call-in signal; off-hook indicator amplifier & tone generators	Included				Included		
					Included		
<b>Initiating Devices</b>							
Duct detector	\$ 36.31	\$ -			\$ 37.35	16	\$ 597.54





	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -

Sub Total:	\$ 4,149.60
Discount	\$ 207.48
discount	\$ 3,942.12
Wage Rate Multiplier	1.00
Sub Total	\$ 3,942.12
Add'l Reduction	\$ -
Sub Total	\$ 3,942.12
WSCA Fee	\$ 19.71
Total	\$ 3,961.83

Autofilled from above selection>

If a Reduction is needed, type it in here>

Sub Total:	\$ 5,037.61
Discount	\$ 251.88
discount	\$ 4,785.73
Wage Rate Multiplier	1.00
Sub Total	\$ 4,785.73
Add'l Reduction	\$ -
Sub Total	\$ 4,785.73
WSCA Fee	\$ 23.93
Total	\$ 4,809.66

Autofilled from above selection>

If a Reduction is needed, type it in here>

Zip Code	65202	Order Total
Facility Name	Boone County Government / Boone County	
Address	2121 E. County Drive	\$ 8,771.49
City	COLUMBIA	
State	MO	



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

**NOTIFICATION OF STATEWIDE CONTRACT**

November 04, 2010

CONTRACT TITLE: FIRE SUPPRESSION SERVICES

CURRENT CONTRACT PERIOD: November 1, 2010 through October 31, 2011

BUYER INFORMATION: Tammy Michel  
573-751-3114  
[Tammy.michel@oa.mo.gov](mailto:Tammy.michel@oa.mo.gov)

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	October 7, 2009 through October 31, 2009	October 31, 2012

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR PUBLIC USE ONLY.  
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **PREFERRED** FOR ALL STATE AGENCIES.  
*This contract has been established for the convenience of state agencies.  
Local Purchase Authority may be used to purchase services included in this contract  
from an alternative source at the discretion of the agency.*

*~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.*

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C110011001	5826088610 5	SimplexGrinnell 6305 Southwest Rosewood Street Lake Oswego, Oregon 97305 Contact: Tom Staves Phone: 443-676-8813 Fax: 978-731-4034 Email: <a href="mailto:tstaves@simplexgrinnell.com">tstaves@simplexgrinnell.com</a>	NO	Yes

## STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

<b>Contract Period</b>	<b>Issue Date</b>	<b>Summary of Changes</b>
11/01/10 – 10/31/11	11/04/10	<b>Renewal of Contract.</b>
11/01/09 – 10/31/10	12/23/09	The pricing pages have been revised and state agencies are advised to contact Simplex Grinnell for their pricing. Pricing previously stated was those of the State of Nevada.
11/01/09 – 10/31/10	11/01/09	Renewal of Contract
10/7/09 – 10/31/09	10/07/09	Initial issuance of new statewide contract

**GENERAL INFORMATION/PRICING PAGE**

**Purpose:** Contract C110011001 has been established for state agencies for the provision of fire suppression services.

**Pricing:** For contract pricing for the following and prevailing wage rate pricing see:  
<http://purchasing.state.nv.us/fire.htm>

1. New Products and Services
  - a. Special Hazard/Gas Suppression System
  - b. Foam Agent Fire Suppression System
  - c. Kitchen Fire Suppression System
  - d. Portable Fire Suppression System
  - e. Fire Hose Inspection
  - f. Self-Contained Breathing Apparatus
  - g. Emergency Lighting
  - h. Intrusion System Inspection
  - i. Access Control Maintenance
  - j. Closed Circuit Television Maintenance
  - k. Sound & Communication System Maintenance
  - l. Nurse Call System Inspection
  
2. Fire Alarm Contract (Conventional)
  - a. Control Equipment
  - b. Emergency voice/alarm communications equipment
  - c. Initiating Devices
  - d. Supervisory Devices
  - e. Misc
  - f. Alarm Notification Appliances
  - g. Misc.
  - h. Monitoring
  
3. Suppression Services SIN 561-002
  - a. Fire Sprinkler Systems
  - b. Fire Pumps
  - c. Back Flow Preventers

**Contact:** Please contact the Buyer if you have questions.

**State of Missouri  
Office of Administration  
Division of Purchasing and Materials Management  
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve products and services available to state agency users. **Comments should include those of the product's end user.**

**Contract No.:** \_\_\_\_\_ **Contractor:** \_\_\_\_\_

**Describe Product Purchased (include Item No's., if available):** \_\_\_\_\_

**Rating Scale:** 5 = Excellent, 4 = Good, 3 = Average, 2 = Poor, 1 = Fails to meet expectations

Product Rating	Rate 1-5, 5 best
Product meets your needs	
Product meets contract specifications	
Pricing	

Contractor Rating	Rate 1-5, 5 best
Timeliness of delivery	
Responsiveness to inquiries	
Employee courtesy	
Problem resolution	
Recall notices handled effectively	

**Comments:** \_\_\_\_\_

**Prepared by:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Agency:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Please detach or photocopy this form & return by FAX to 573-526-9816, or mail to:**

Office of Administration  
Division of Purchasing and Materials Management  
301 West High Street, RM 630  
PO Box 809  
Jefferson City, Missouri 65102  
**You may also e-mail form to the buyer as an attachment at**  
**tammy.michel@oa.mo.gov**

## PREVAILING WAGE NOTICE OF EXCESSIVE UNEMPLOYMENT

**\*\*\* NOW IN EFFECT \*\*\***

Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. (See Sections 290.550 through 290.580 RSMo.) The unemployment rate has exceeded 5% for the past two months. Therefore, this statute is in effect and will remain in effect as long as this notice is posted. For questions call (573) 751-3403. View the Frequently Asked Questions at

**[http://www.dolir.mo.gov/ls/faq/faq\\_PublicWorksEmployment.asp](http://www.dolir.mo.gov/ls/faq/faq_PublicWorksEmployment.asp)** or view the statute 290.550 – 290.580 RSMo, at

**<http://www.moga.mo.gov/statutes/C290.HTM>**.

Nonrestrictive states, which includes the District of Columbia and the territories, and the words "United States" includes such district and territories, as of January 2008 are: Alabama, American Samoa, Arkansas, Georgia, Guam, Hawaii, Indiana, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Nebraska, New Hampshire, New Mexico, New York, North Carolina, Northern Mariana Islands, Ohio, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington and Wisconsin.

# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

## Annual Wage Order No. 18

Section 010  
**BOONE COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Carla Buschjost, Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2011

Last Date Objections May Be Filed: April 11, 2011

Prepared by Missouri Department of Labor and Industrial Relations



OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker			\$30.76	55	60	\$18.11
Boilermaker			\$32.31	57	7	\$23.95
Bricklayers - Stone Mason			\$28.20	59	7	\$14.33
Carpenter	6/11		\$24.09	60	15	\$12.40
Cement Mason	6/11		\$25.43	9	3	\$10.45
Electrician (Inside Wireman)			\$30.18	28	7	\$11.94 + 13%
Communication Technician			USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor		a	\$40.945	26	54	\$21.505
Operating Engineer						
Group I	6/11		\$25.81	86	66	\$21.43
Group II	6/11		\$25.81	86	66	\$21.43
Group III	6/11		\$24.56	86	66	\$21.43
Group III-A	6/11		\$25.81	86	66	\$21.43
Group IV	6/11		\$23.58	86	66	\$21.43
Group V	6/11		\$26.51	86	66	\$21.43
Pipe Fitter		b	\$34.00	91	69	\$21.43
Glazier		c	\$26.35	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.36	42	44	\$10.94
First Semi-Skilled			\$22.36	42	44	\$10.94
Second Semi-Skilled			\$21.36	42	44	\$10.94
Lather			USE CARPENTER RATE			
Linoleum Layer & Cutter			USE CARPENTER RATE			
Marble Mason			\$20.62	124	74	\$12.68
Millwright	6/11		\$25.09	60	15	\$12.35
Iron Worker			\$27.51	11	8	\$18.30
Painter	6/11		\$20.80	18	7	\$10.92
Plasterer			\$24.29	94	5	\$12.12
Plumber		b	\$34.00	91	69	\$21.43
Pile Driver	6/11		\$25.09	60	15	\$12.35
Rofer			\$27.90	12	4	\$12.59
Sheet Metal Worker			\$28.90	40	23	\$13.35
Sprinkler Fitter	6/11		\$30.84	33	19	\$17.00
Terrazzo Worker			\$27.48	124	74	\$14.32
Tile Setter			\$20.62	124	74	\$12.68
Truck Driver - Teamster						
Group I	6/11		\$24.50	101	5	\$9.30
Group II	6/11		\$25.15	101	5	\$9.30
Group III	6/11		\$24.65	101	5	\$9.30
Group IV	6/11		\$25.15	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Welders - Acetylene & Electric		*				

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

\*\*Annual Incremental Increase



**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 9:** Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

**NO. 11:** Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

**NO. 12:** Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

**NO. 18:** Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

**NO. 22:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 26:** Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 28:** Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

**NO. 33:** Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

**NO. 40:** Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 7:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 42:** Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate. Overtime shall be computed at half-hour intervals. Shift Work: Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall received eighty (8) hours' pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall received (8) hours' pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

**NO. 55:** Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, all time worked on Saturday, shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay.

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 59:** Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

**NO. 60:** Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. **SATURDAY MAKE-UP DAY:** If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting at 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. **NOTE:** All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

**NO. 86:** Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 91:** Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.00 per hour premium for seven and one-half (7½) hours work. Third shift will be for eight (8) hours regular time pay plus \$2.50 per hour premium for seven (7) hour work.

**NO. 94:** Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

**NO. 101:** Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

**NO. 122:** Means forty (40) hours between Monday and Friday shall constitute the normal work week. Work shall be scheduled between the hours of 6:00 a.m. and 6:30 p.m., with one-half hour for lunch. Work in excess of eight (8) hours per day and forty (40) hours per week, and on Saturdays, shall be paid at the rate of one and one-half times the normal rate. Due to inclement weather during the week, Saturday shall be a voluntary make up day.

**NO. 124:** Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 3:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

**NO. 4:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

**NO. 5:** All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

**NO. 7:** The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for this eight (8) hours is too paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

**NO. 8:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

**NO. 15:** All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.

**NO. 19:** All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

**NO. 23:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday.

**NO. 44:** All work done on New Year's Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the proceeding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

**NO. 54:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.



**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 55:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 60:** All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

**NO. 65:** All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

**NO. 69:** All work performed on New Year's Day, Decoration Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas will also be holidays, but if the employer chooses to work these days, the employee will be paid at straight-time rate of pay. If a holiday falls on a Sunday in a particular year, the holiday will be observed on the following Monday.

**NO. 74:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

**NO. 76:** Work performed on Holidays shall be paid at the rate of two times the normal rate. Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If a holiday falls on a Sunday, it shall be celebrated on the following Monday, if it falls on Saturday, it shall be celebrated on the preceding Friday.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
<b>CARPENTER</b>					
Journeyman	6/11	\$29.52	7	16	\$12.35
Millwright	6/11	\$29.52	7	16	\$12.35
Pile Driver Worker	6/11	\$29.52	7	16	\$12.35
<b>OPERATING ENGINEER</b>					
Group I	6/11	\$24.89	21	5	\$21.33
Group II	6/11	\$24.54	21	5	\$21.33
Group III	6/11	\$24.34	21	5	\$21.33
Group IV	6/11	\$20.69	21	5	\$21.33
Oiler-Driver	6/11	\$20.69	21	5	\$21.33
<b>LABORER</b>					
General Laborer	6/11	\$25.16	2	4	\$10.92
Skilled Laborer	6/11	\$25.76	7	16	\$10.92
<b>TRUCK DRIVER - TEAMSTER</b>					
Group I		\$26.57	22	19	\$9.85
Group II		\$26.73	22	19	\$9.85
Group III		\$26.72	22	19	\$9.85
Group IV		\$26.84	22	19	\$9.85

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**BOONE COUNTY  
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 2:** Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

**NO. 7:** Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

**BOONE COUNTY  
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

**NO. 21:** Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

**NO. 22:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**BOONE COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

**NO. 4:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

**NO. 5:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

**NO. 16:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 19:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

## OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

Adair, Audrain, Boone, Callaway, Camden, Carter, Chariton, Clark, Cole, Cooper, Crawford, Dent, Franklin, Gasconade, Howard, Howell, Iron, Jefferson, Knox, Lewis, Lincoln, Linn, Macon, Maries, Marion, Miller, Moniteau, Monroe, Montgomery, Morgan, Oregon, Osage, Perry, Phelps, Pike, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, St. Charles, St. Francois, St. Louis City, St. Louis County, Ste. Genevieve, Schuyler, Scotland, Shannon, Shelby, Sullivan, Texas, Warren, and Washington.

### COMMERCIAL WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$35.03	\$4.75 + 42%
Lineman Operator	\$30.24	\$4.75 + 42%
Groundman	\$23.38	\$4.75 + 42%

**OVERTIME RATE:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**HOLIDAY RATE:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

### UTILITY WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$35.03	\$4.75 + 39.55%
Lineman Operator	\$30.24	\$4.75 + 39.55%
Groundman	\$23.38	\$4.75 + 39.55%

**OVERTIME RATE:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**HOLIDAY RATE:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

March Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 20<sup>th</sup> day of March 20 12

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

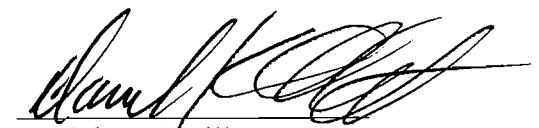
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to increase the revenue and expenditure account for commissary sales:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1255	03830	Corrections	Sales Revenue		12,004.00
1255	23050	Corrections	Other Supplies		12,004.00

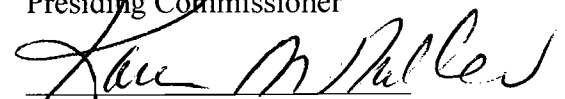
Done this 20<sup>th</sup> day of March, 2012.

ATTEST:

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



Daniel K. Atwill  
 Presiding Commissioner



Karen M. Miller  
 District I Commissioner

Absent  
 Skip Elkin  
 District II Commissioner

# REQUEST FOR BUDGET AMENDMENT

## BOONE COUNTY, MISSOURI

12-31-11

EFFECTIVE DATE

FOR AUDITORS USE

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
1	2	5	5	0	3	8	3	0	Corrections	Sales Revenue		12004.00
1	2	5	5	2	3	0	5	0	Corrections	Other Supplies		12004.00

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): To increase revenue and expenditure account for commissary sales.



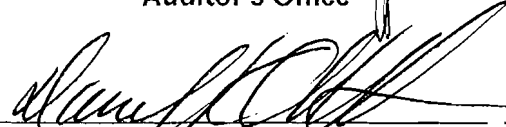
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments: *To adjust Commission sales to actual for FY11*

Agenda

 Auditor's Office

  
PRESIDING COMMISSIONER

  
DISTRICT I COMMISSIONER

*Absent*  
DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.





SUBLSCR BOONE                      SUBSIDIARY LEDGER INQUIRY MAIN SCREEN                      3/05/12 12:56:28

Year <u>2011</u>		Original Appropriation	<u>68,000.00</u>
Dept <u>1255 CORRECTIONS</u>		Revisions	<u>                    </u>
Acct <u>23050 OTHER SUPPLIES</u>		Original + Revisions	<u>68,000.00</u>
Fund <u>100 GENERAL FUND</u>		Expenditures	<u>80,003.58</u>
		Encumbrances	<u>                    </u>
Class/Account <u>A ACCOUNT</u>		Actual To Date	<u>80,003.58</u>
Account Type <u>E EXPENSE</u>		Remaining Balance	<u>12,003.58-</u>
Normal Balance <u>D DEBIT</u>		Shadow Balance	<u>12,003.58-</u>

---

Expenditures by Period

January	<u>2,862.55</u>	July	<u>4,097.22</u>
February	<u>6,349.33</u>	August	<u>8,973.45</u>
March	<u>7,602.17</u>	September	<u>4,659.64</u>
April	<u>8,478.44</u>	October	<u>6,579.61</u>
May	<u>6,491.03</u>	November	<u>7,500.67</u>
June	<u>6,264.90</u>	December	<u>10,144.57</u>

F2=Key Scr    F3=Exit    F5=Ledger Transactions    F7=Transactions

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

March Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 20<sup>th</sup> day of March 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to establish a 2012 expenditure budget for the Sheriff's Department remodel and Annex equipment:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2550	23850	Revolving Fund	Other supplies		50.00
2550	91200	Revolving Fund	Buildings & Improve		2,000.00
2550	91200	Revolving Fund	25%		500.00

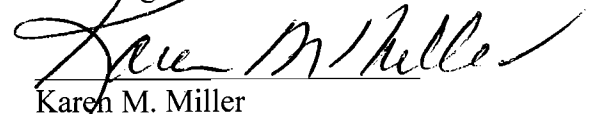
Done this 20<sup>th</sup> day of March, 2012.

ATTEST:

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



Daniel K. Atwill  
 Presiding Commissioner



Karen M. Miller  
 District I Commissioner

Absent  
 Skip Elkin  
 District II Commissioner

# REQUEST FOR BUDGET AMENDMENT

## BOONE COUNTY, MISSOURI

01-01-12

EFFECTIVE DATE

FOR AUDITORS USE

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
2	5	5	0	2	3	8	5	0	Revolving Fund	Other supplies		50.00
2	5	5	0	9	1	2	0	0	Revolving Fund	Buildings & Improve		2000.00
2	5	5	0	9	1	2	0	0	Revolving Fund	25%		500.00

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): To establish a 2012 expenditure budget for Sheriff's remodel and Annex equipment. The attached spread sheet shows known expenditures, the 25% line is for unexpected expenses related to the room swap remodel.



Requesting Official

-----  
**TO BE COMPLETED BY AUDITOR'S OFFICE**  
 -----

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments:

Agenda

 Auditor's Office

  
 PRESIDING COMMISSIONER

  
 DISTRICT I COMMISSIONER

Absent  
 DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.



## Fund Statement - Sheriff Revolving Fund 255 (Nonmajor)

	2010 Actual	2011 Budget	2011 Projected	2012 Budget
<b>REVENUES:</b>				
Property Taxes	\$ -	\$ -	\$ -	\$ -
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	58,738	46,058	71,482	86,282
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Interest	515	661	590	590
Hospital Lease	-	-	-	-
Other	-	-	-	-
<b>Total Revenues</b>	<u>59,253</u>	<u>46,719</u>	<u>72,072</u>	<u>86,872</u>
<b>EXPENDITURES:</b>				
Personal Services	-	-	-	-
Materials & Supplies	1,260	5,809	4,109	50
Dues Travel & Training	-	6,947	6,688	-
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	-	-	-	-
Contractual Services	16,769	13,559	14,218	21,952
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	(41)	-	-	-
Fixed Asset Additions	32,111	32,035	29,109	2,500
<b>Total Expenditures</b>	<u>50,099</u>	<u>58,350</u>	<u>54,124</u>	<u>24,502</u>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>9,154</b>	<b>(11,631)</b>	<b>17,948</b>	<b>62,370</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfer In	-	-	-	-
Transfer Out	-	-	-	-
Proceeds of Sale of Capital Assets/Insurance Claims/Capital Lease	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Retirement of Long-Term Debt	-	-	-	-
<b>Total Other Financing Sources (Uses)</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES (BUDGET BASIS)</b>	<b>9,154</b>	<b>(11,631)</b>	<b>17,948</b>	<b>62,370</b>
<b>FUND BALANCE (GAAP), beginning of year</b>	<b>75,706</b>	<b>89,958</b>	<b>89,958</b>	<b>96,194</b>
Less encumbrances, beginning of year	(6,539)	(11,637)	(11,637)	75
Add encumbrances, end of year	11,637	11,637	(75)	(75)
<b>FUND BALANCE (GAAP), end of year</b>	<u><u>\$ 89,958</u></u>	<u><u>\$ 78,327</u></u>	<u><u>\$ 96,194</u></u>	<u><u>\$ 158,564</u></u>
<b>FUND BALANCE RESERVES AND DESIGNATIONS, end of year</b>				
Reserved:				
Loan Receivable (Street NIDS/Levy District)	\$ -	\$ -	\$ -	\$ -
Prepaid Items/Security Deposits/Other Reserves	-	-	-	-
Debt Service/Restricted Assets	-	-	-	-
Prior Year Encumbrances	11,637	11,637	75	75
Designated:				
Capital Project and Other	-	-	-	-
<b>Total Fund Balance Reserves and Designations, end of year</b>	<u>11,637</u>	<u>11,637</u>	<u>75</u>	<u>75</u>
<b>FUND BALANCE, end of year</b>	<u>89,958</u>	<u>78,327</u>	<u>96,194</u>	<u>158,564</u>
<b>FUND BALANCE RESERVES/DESIGNATIONS, end of year</b>	<u>(11,637)</u>	<u>(11,637)</u>	<u>(75)</u>	<u>(75)</u>
<b>UNRESERVED/UNDESIGNATED FUND BALANCE, end of year</b>	<u><u>\$ 78,321</u></u>	<u><u>\$ 66,690</u></u>	<u><u>\$ 96,119</u></u>	<u><u>\$ 158,489</u></u>

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

March Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 20<sup>th</sup> day of March 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to increase revenue and expenditures for a grant through the Domestic Relations Resolution Fund to print and ship Paternity Brochures:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1243	03451	Judicial Grants	State Reimbursement		3,000.00
1243	23001	Judicial Grants	Printing		3,000.00

Done this 20<sup>th</sup> day of March, 2012.

ATTEST:

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

Daniel K. Atwill  
 Daniel K. Atwill  
 Presiding Commissioner

Karen M. Miller  
 Karen M. Miller  
 District I Commissioner

Absent  
 Skip Elkin  
 District II Commissioner

# REQUEST FOR BUDGET AMENDMENT

## BOONE COUNTY, MISSOURI


3/1/12

EFFECTIVE DATE

FOR AUDITORS USE

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
1	2	4	3	0	3	4	5	1	Judicial Grants	State Reimbursement		\$3,000.00
1	2	4	3	2	3	0	0	1	Judicial Grants	Printing		\$3,000.00

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): **To increase revenue and expenditures for a grant through the Domestic Relations Resolution Fund to print and ship Paternity Brochures to the 45 Judicial Circuits in the state. The time period on this grant is for 1/13/12 – 6/30/12.**

  
 \_\_\_\_\_  
 Requesting Official

**TO BE COMPLETED BY AUDITOR'S OFFICE**

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached
- Comments:

To: County Clerk's Office  
 Comm Order # 160-2012  
 Return to Auditor's Office  
 Please do not remove staple.

*Agenda*  
 Contact: *Kathy Lloyd*

  
 \_\_\_\_\_  
 Auditor's Office

  
 \_\_\_\_\_  
 PRESIDING COMMISSIONER

  
 \_\_\_\_\_  
 DISTRICT I COMMISSIONER

*Absent*  
 \_\_\_\_\_  
 DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.





# State of Missouri

Office of State Courts Administrator  
Division of Administration and Budget

Contract Period		Award Amount
Start Date	End Date	
01/13/12	06/30/12	\$3,000.00

## Domestic Relations Resolution Fund Award

**Program Description:**

The Family Court Committee of the Supreme Court of Missouri, through the Office of State Courts Administrator (OSCA), is awarding funding to Missouri Circuit Courts for the **creation and implementation** of domestic relations programs.

Contract Number	Vendor Number	
OSCA 12-002-25		<input type="checkbox"/> Original Contract
		<input type="checkbox"/> Contract Amendment

Federal CFDA # (if applicable):

Court/Recipient Information	Project Director	OSCA Program Contact
Honorable Leslie Schneider Associate Judge 13th Judicial Circuit 705 East Walnut Street Columbia, MO 65201	Mary Epping mary.epping@courts.mo.gov	Samantha Suthoff 573-522-6265
		OSCA Fiscal Contact
		Brian Dowden 573-526-8879

<input type="checkbox"/> Special Conditions of this award are attached.	<input type="checkbox"/> There are no special conditions of this award. Original RFP requirements only.
---	---

Paternity Brochure

Requested Funding: \$3,000.00

Awarded Funding: \$3,000.00

### Please Sign, Date and Return by Mail to:

Office of State Courts Administrator  
Attn: Contracts Unit  
PO Box 104480  
Jefferson City, MO 65110

In witness thereof, the parties below hereby execute this agreement:

Appointing Authority Signature		OSCA Signature	
<i>Kathy S. Lloyd</i>			
Printed Name	Date	Printed Name	
Kathy S. Lloyd	2-22-12	Gary Wait	
Residing Judge Signature		Title	
<i>Leslie Schneider</i>		Director, Court Business Services	
Printed Name	Date	Date	
Leslie Schneider	2-21-12		



**SUPREME COURT OF MISSOURI**  
**OFFICE OF STATE COURTS ADMINISTRATOR**

2112 Industrial Drive  
P.O. Box 104480  
Jefferson City, Missouri  
65110

PHONE (573) 751-4377  
FAX (573) 751-5540

**REGORY LINHARES**  
ADMINISTRATOR

February 10, 2012

The Honorable Leslie Schneider  
Thirteenth Judicial Circuit, Juvenile Division  
705 E. Walnut  
Columbia, MO 65201

Dear Judge Schneider:

I am pleased to inform you that the Family Court Committee has approved funding for printing the **Establishing Paternity Educational Brochure** through the Domestic Relations Resolution Fund. The amount awarded for your program is **\$3,000.00**. The funding year will be January 13, 2012, through June 30, 2012.

The Office of State Courts Administrator (OSCA) will be monitoring the expenditure of funds. If it appears you are not spending the awarded funds as proposed, the award may be reduced and made available to another court. Included with this letter is an award data sheet outlining the terms of the award. Please review the terms to insure that you understand any restrictions concerning your award.

The program or project contact person(s) will receive an email from the OSCA fiscal office with an electronic copy of a Certification of Compliance form. This form **must** be used for reimbursement of program or project expenses. Please remember all invoices must first be paid by the county and then submitted to OSCA for reimbursement to the county. Reimbursement is for funds expended between January 13, 2012, and June 30, 2012, only.

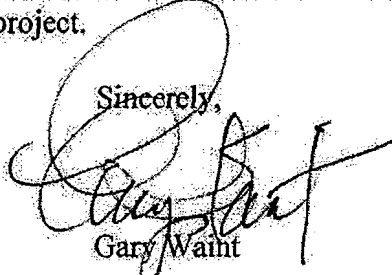
The program or project contact person(s) will receive an email from Samantha Suthoff with an electronic copy of a Quarterly Report form. The form must be completed and returned **within 30 business days of the close of each of the first three quarters**. Instructions for completing the form will be included. A Final Report, with evaluation results, will be due **within 30 days of the conclusion of the project** (the conclusion of the fourth quarter).

The following OSCA staff has been designated to assist you and your court staff with any additional information you may need related to this program:

The Honorable Leslie Schneider  
February 10, 2012  
Page 2

- Samantha Suthoff      Program Administration/Quarterly & Final Report Forms
- Tara Smith              Fiscal Matters (invoicing/reimbursement)
- Herb Conner             Contractual Matters

Congratulations on your award. Please feel free to contact me at 573-526-8316 if we can assist you in any way with your program or project.

Sincerely,  
  
Gary Waint

Attachment:    Award Data sheet

cc:    Cindy Garrett  
      Herb Conner

GW:SS

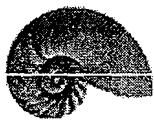
### 13<sup>th</sup> Judicial Circuit Award Data

1. Services can be provided only to family members where there is a domestic relations case filed in the court.
2. The amount of funding for your program or project for the fiscal year is \$3,000.00.

The breakdown of funding expenditure is as follows:

Funding Period	January 13, 2012 – June 30, 2012
Contractual Services	\$3,000.00
Total	\$3,000.00

3. If it appears that your court will not use all the funds awarded, the Family Court Committee may, in its discretion, reduce the amount of reimbursement funds to the court. OSCA shall manage funds for this program on a semi-annual basis. During each 6-month period, the award amount must be reduced either by expenditure or by OSCA retracting a percentage of the funding. The court must notify OSCA of any extenuating circumstances that would justify the retaining of funds prior to the end of the six-month period. This is necessary in order to track the fund balance so as to allow additional awards in the future.
4. If at any time the court is aware that a portion of the funds are not needed for the project or program, OSCA should be notified so that the excess funds can be made available for additional awards.



**Fw: Paternity brochure calculations**  
Kathy Lloyd to: jgibson  
Cc: Mary Epping, Leslie Schneider, Diana Vaughan

11/29/2011 11:03 AM

Jason,

We are planning to apply for a grant through the Domestic Relations Resolution Fund (DRRF) to print and ship Paternity Brochures to the 45 Judicial Circuits in the state. The circumstances surrounding this grant are somewhat unique in that OSCA will be printing and shipping the brochure, but the DRRF award would be made to our court and the budget would be set up in our 1243 grants budget. As I understand it, OSCA would pay for the printing and shipping, OSCA would bill Boone County (I have asked for vendor information) and then we would be reimbursed for the expenses through the DRRF funding.

An invoice is attached below showing the cost of printing and shipping 10,000 brochures. We will likely be making an application to fund printing and shipping for up to 30,000 brochures (we expect to request \$3000 in DRRF funding). One question I have for you is how we should categorize the expenditures in a budget amendment. Would we include all of the expenses in Printing 23001? At first I was thinking we would split the expenditures into Printing and Postage, but we are really paying for the shipping of the printed brochures. In talking with Diana, when we purchase an item and there is a shipping charge associated with delivery, the entire cost is paid out of the category from which the item was purchased. For example, if we purchase a uniform for \$100 and the shipping cost is \$9.00 we would requisition payment of \$109 from the Uniform line in the budget.

Also, I am not sure on the timing of this award. The original RFP came out with a due date in February 2011, but there are funds still available so an additional award is likely. I have suggested to OSCA that it would be best for us to wait until the first of the year to spend any of the money. I am thinking it will take at least a couple of weeks to get the application before the commission for approval, and an award letter would probably not be approved until at least the middle of December. At what point in time is it no longer feasible to adjust the 2012 budget through an "auditor's adjustment" resulting in the need to complete a budget amendment? I am happy to go through the budget amendment process, but I know we are kind of in that in between time, where the 2012 budget has been submitted but not yet finally approved.

Kathy S. Lloyd  
Court Administrator  
13th Judicial Circuit Court  
(573) 886-4060

----- Forwarded by Kathy Lloyd/13/Courts/Judicial on 11/29/2011 10:17 AM -----

From: Mary Epping/13/Courts/Judicial  
To: Kathy Lloyd/13/Courts/Judicial@Judicial  
Date: 11/29/2011 10:09 AM  
Subject: Fw: Paternity brochure calculations

Here's the invoice

From: Kelly Cramer/OSCA/Courts/Judicial  
To: Leslie Schneider/13/Courts/Judicial@Judicial  
Date: 11/21/2011 04:17 PM  
Subject: Paternity brochure calculations

Hi Judge Schneider,

Here is a list of the price for printing, shipping and cost for shipping boxes for the paternity brochure. You can take these figures to calculate the amount of funds to be requested from the DRRF. Please call me so we can discuss the figures in the list.

Thanks,

Kelly Cramer, J.D.

Legal Staff Assistant

Office of the Administrator

Office of State Courts Administrator

573-526-8838

[Kelly.Cramer@courts.mo.gov](mailto:Kelly.Cramer@courts.mo.gov)



Kelly Cramer estimate.pdf



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 20<sup>th</sup> day of March 20 12

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

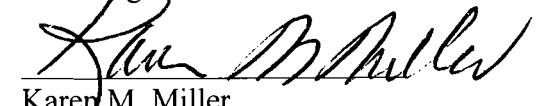
Now on this day the County Commission of the County of Boone does hereby approve amendment number two to the financial assistance agreement between the Missouri Department of Natural Resources and Boone County, Missouri regarding the Energize Missouri Communities, Energy Efficiency and Conservation Block Grant. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 20<sup>th</sup> day of March, 2012.

ATTEST:

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

  
Daniel K. Atwill  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

Absent  
Skip Elkin  
District II Commissioner



**AMENDMENT  
TO THE  
FINANCIAL ASSISTANCE AGREEMENT  
BY AND BETWEEN  
BOONE COUNTY  
AND  
MISSOURI DEPARTMENT OF NATURAL RESOURCES (“MDNR”)  
Re: Project No. G10-EECBG-02-830407867  
BUDGET PERIOD: March 15, 2010 - August 31, 2012  
ENERGIZE MISSOURI COMMUNITIES  
ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT**

Amendment 2

The purpose of this amendment is to change the terms and conditions to allow Boone County and Missouri Department of Natural Resources agree to amend the Financial Assistance Agreement (Agreement) referenced above as set forth in the terms below:

FIRST: Page 1 Paragraph 1 (Agreement Pg. 1) is hereby revised as follows:

FROM:

This Subgrant Agreement (hereinafter referred to as the “Agreement”) is entered into between the Missouri Department of Natural Resources (hereinafter referred to as the “Department” or “MDNR”) and Boone County (hereinafter referred to as the “Subgrantee” or “Subrecipient”). Subject to terms and conditions of this Agreement, the Department agrees to provide a Subgrant in an amount not to exceed \$219,177.00 to the Subgrantee.”

TO:

This Subgrant Agreement (hereinafter referred to as the “Agreement”) is entered into between the Missouri Department of Natural Resources (hereinafter referred to as the “Department” or “MDNR”) and Boone County (hereinafter referred to as the “Subgrantee” or “Subrecipient”). Subject to terms and conditions of this Agreement, the Department agrees to provide a Subgrant in an amount not to exceed \$248,986.04 to the Subgrantee.”

SECOND: Section 1.2 – Project Scope of Work and Performance Objectives (Agreement Pg. 2), of the agreement is hereby revised as follows:

FROM:

The Subgrantee shall retrofit six facilities that are part of the Boone County Government Campus, by replacing existing lighting with more efficient technologies and retrofitting the existing HVAC system with more efficient equipment. As identified in the Subgrantee’s Energize Missouri Communities Public Building Energy Efficiency Retrofits project application submitted to the Department on January 15, 2010 the following buildings will receive retrofits:

- Boone County Courthouse, 705 E. Walnut St., Columbia, Missouri 65201

- Boone County Government Center, 801 E. Walnut St., Columbia, Missouri 65201
- Johnston Paint Building, 601 E. Walnut St, Columbia, Missouri 65201
- Johnson Building, 601 E. Walnut St., Columbia, Missouri 65201
- Boone County Jail, 2121 County Dr., Columbia, Missouri 65202
- Alternative Sentencing Center, 607 E. Ash, Columbia, Missouri 65202

Retrofits will consist of lighting and HVAC upgrades as detailed in the table below.

Quantity	Equipment	Replaces
1	Water-Cooled chillers Level 2 – 200 tons	Trane RTAA 200 4Xb02A0A1AT6
3	Unitary split AC systems CEE Tier 3 – 50 tons	Existing unit
1	Unitary split AC systems CEE Tier 1 – 1.5 tons	AC Unit 75% efficient
1	Unitary split AC systems CEE Tier 3 – 10 tons	DX Unit 1 Carrier weathermaster
1	VSD 15 hp	
1	Economizer (GC)	
1	High Efficiency Boilers 94 AFUE 399,000 Btuh	Existing furnace
1	High Efficiency Boilers 94 AFUE 800,000 Btuh	15 yr. old boiler 60% efficient
1	HVAC system	15 yr. old boiler 60% efficient
2	High Efficiency furnaces 92 AFUE 100,000 Btuh	Existing furnace
2704	4-foot T8 lamps with electronic ballasts	T12 lamps and ballasts
12	8-foot T8 lamps with electronic ballasts	T12 lamps and ballasts
47	29 W or less Hardwired CF Fixtures	Existing fixture
84	4-foot U Tube and Ballast	Existing lamp and ballast
42	2-foot Lamp and Ballast	Existing lamp and ballast
33	LED T-1 Electroluminescent exit sign	Existing sign

TO:

The Subgrantee shall retrofit six facilities that are part of the Boone County Government Campus, by replacing existing lighting with more efficient technologies and retrofitting the existing HVAC system with more efficient equipment. Additionally, the Subgrantee shall retrofit lighting at the Boone County Fairgrounds. As identified in the Subgrantee's Energize Missouri Communities Public Building Energy

Efficiency Retrofits project application submitted to the Department on January 15, 2010 and approved amendments, the following buildings will receive retrofits:

- Boone County Courthouse, 705 E. Walnut St., Columbia, Missouri 65201
- Boone County Government Center, 801 E. Walnut St., Columbia, Missouri 65201
- Johnston Paint Building, 601 E. Walnut St, Columbia, Missouri 65201
- Johnson Building, 601 E. Walnut St., Columbia, Missouri 65201
- Boone County Jail, 2121 County Dr., Columbia, Missouri 65202
- Alternative Sentencing Center, 607 E. Ash, Columbia, Missouri 65202
- Boone County Fairgrounds, 5212 N. Oakland Gravel Road, Columbia 65202

Retrofits will consist of lighting and HVAC upgrades as detailed in the table below.

Quantity	Equipment	Replaces
1	Water-Cooled chillers Level 2 – 200 tons	Trane RTAA 200 4Xb02A0A1AT6
3	Unitary split AC systems CEE Tier 3 – 50 tons	Existing unit
1	Unitary split AC systems CEE Tier 1 – 1.5 tons	AC Unit 75% efficient
1	Unitary split AC systems CEE Tier 3 – 10 tons	DX Unit 1 Carrier weathermaster
1	VSD 15 hp	
1	Economizer (GC)	
1	High Efficiency Boilers 94 AFUE 399,000 Btuh	Existing furnace
1	High Efficiency Boilers 94 AFUE 800,000 Btuh	15 yr. old boiler 60% efficient
1	HVAC system	15 yr. old boiler 60% efficient
2	High Efficiency furnaces 92 AFUE 100,000 Btuh	Existing furnace
2704	4-foot T8 lamps with electronic ballasts	T12 lamps and ballasts
12	8-foot T8 lamps with electronic ballasts	T12 lamps and ballasts
47	29 W or less Hardwired CF Fixtures	Existing fixture
84	4-foot U Tube and Ballast	Existing lamp and ballast
42	2-foot Lamp and Ballast	Existing lamp and ballast
33	LED T-1 Electroluminescent exit sign	Existing sign
100	6 Lamp T5 lighting	Existing lights
55	3 Lamp T8 lighting	Existing lights

THIRD: Section 2 – Subgrant Budget (Agreement Pg. 5), is hereby revised as follows:

FROM:

**2.1 Financial Information**

	Amount (\$)	Percent
Total Amount Awarded	\$219,177.00	15.78%
Subgrantee Contribution	\$1,158,732.00	83.41%
Other Leveraged Funds (Received or applied for)	\$11,200.00	0.81%
Total Project Cost	\$1,389,109.00	100%

**2.2 Project Budget Summary**

Budget Item	Subgrantee Contribution (\$)	Other Leveraged Funds (\$)	EMC funding awarded (\$)	Total Costs (\$)
A. Equipment/Materials	\$798,732.00	\$11,200.00	\$151,677.00	\$961,609.00
B. Direct Labor	\$320,000.00	\$0.00	\$60,000.00	\$380,000.00
C. Other Operating Expenses	\$40,000.00	\$0.00	\$7,500.00	\$47,500.00
Percent of Total	83.41%	0.81%	15.78%	100%

**2.3 Disbursement of Funds:**

The Subgrantee will be reimbursed for all subgrant-eligible expenses incurred in performing the Scope of Work and Performance Objectives described in Section 1 above, up to a total of \$219,177.00. Note that reimbursement payment of this award will occur only at the request for reimbursement by the Subgrantee and approval by the Department.

TO:

## 2.1 Financial Information

	Amount (\$)	Percent
Total Amount Awarded	\$248,986.04	17.50%
Subgrantee Contribution	\$1,162,990.96	81.72%
Other Leveraged Funds (Received or applied for)	\$11,200.00	0.79%
Total Project Cost	\$1,423,177.00	100%

## 2.2 Project Budget Summary

Budget Item	Subgrantee Contribution (\$)	Other Leveraged Funds (\$)	EMC funding awarded (\$)	Total Costs (\$)
A. Equipment/Materials	\$798,732.00	\$11,200.00	\$174,895.00	\$984,827.00
B. Direct Labor	\$324,258.96	\$0.00	\$66,591.04	\$390,850.00
C. Other Operating Expenses	\$40,000.00	\$0.00	\$7,500.00	\$47,500.00
Total	\$1,162,990.96	\$11,200.00	\$248,986.04	\$1,423,177.00
Percent of Total	81.72%	0.79%	17.50%	100%

## 2.3 Disbursement of Funds:

The Subgrantee will be reimbursed for all subgrant-eligible expenses incurred in performing the Scope of Work and Performance Objectives described in Section 1 above, up to a total of \$248,986.04. Note that reimbursement payment of this award will occur only at the request for reimbursement by the Subgrantee and approval by the Department.

In the event of any conflict between this Amendment and the Agreement, this Amendment will control.

MISSOURI DEPARTMENT OF NATURAL  
RESOURCES

By: Sara Parker Pauley

Signature: \_\_\_\_\_

Title: Director

Date: \_\_\_\_\_

BOONE COUNTY

By:

Signature: 

Title: Presiding Commissioner

Date: 3/20/2012

**APPROVED AS  
TO LEGAL FORM**  
*David L. Brown*  
DATE: 3/20/2012

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 12

County of Boone

} ea.

In the County Commission of said county, on the

20<sup>th</sup>

day of

March

20

12

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

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, March 20, 2011, at 2:30 p.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by 610.021(1) RSMo. to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 20<sup>th</sup> day of March, 2012.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner

Absent  
Skip Elkin  
District II Commissioner