

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 07

In the County Commission of said county, on the 30th day of January 20 07

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

Now on this day the County Commission of the County of Boone does hereby award bid 3-060810 – Light Duty Trucks to Putnam Chevrolet – Pontiac, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

Done this 30th day of January, 2007.



Kenneth M Pearson
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
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January Session of the January Adjourned

Term. 20 07

In the County Commission of said county, on the 30th day of January 20 07

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

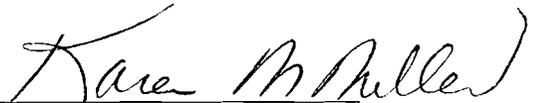
Now on this day the County Commission of the County of Boone does hereby award bid 77-07DEC06 – Emergency Electrical Services Term and Supply to Meyer Electric Company (Secondary) and Rehagen Electrical Contracting, Inc. (Tertiary) It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

Done this 30th day of January, 2007.


Kenneth M Pearson
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT
FOR
EMERGENCY ELECTRICAL SERVICES TERM AND SUPPLY
SECONDARY SUPPLIER**

THIS AGREEMENT dated the 30 day of January 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Meyer Electric Company**, herein "Contractor".

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Emergency Electrical Services Term and Supply**, County of Boone Request for Bid, bid number **77-07DEC06**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated November 22, 2006 and executed by Leon J. Keller, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on January 1, 2007 and extend through December 31, 2007 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Emergency Electrical Services as identified and responded to in the Contractor's Response Form. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County. Meyer Electrical Company shall act as the secondary supplier and shall furnish Emergency Electrical Services for the County if the primary contracted supplier cannot provide an acceptable schedule for the County. The County reserves the right to request quotes from all contracted suppliers and determine which contracted supplier to use based on price and proposed schedule.

4. Service Time - Contractor agrees to provide the services as responded to by the Contractor and as requested by the County.

5. 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 Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **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.

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

8. **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.

MEYER ELECTRIC COMPANY

by Leon J. Keller

title Leon J. Keller, Vice Pres.

address 3513 North Ten Mile Dr.
P.O. Box 1013
Jefferson City, MO 65102

BOONE COUNTY, MISSOURI

by: Boone County Commission

Kenneth M. Pearson
Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) 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.)

6100-60100 Term/Supply

No encumbrance required
Signature by cg

1/24/07
Date

Appropriation Account

4. **Response Form**

- 4.1. Company Name: Meyer Electric Company
- 4.2. Address: P.O. Box 1013
- 4.3. City/Zip: Jefferson City, MO 65102
- 4.4. Phone Number: (573) 893-2335
- 4.5. Fax Number: (573) 893-3686
- 4.6. Federal Tax ID: 43-0910915
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.7. **Emergency Electrical Services:** We propose to furnish the emergency electrical service for the County of Boone at the labor rate and parts discount listed below and/or attached. All services shall be performed in accordance with the terms and conditions of the bid and resulting contract.

4.7.1.	ITEM	DESCRIPTION	UNIT PRICE
	1.	Material/Parts (Total Cost plus %) \$0-\$749	18 %
	2.	Material/Parts (Total Cost plus %) \$750-\$4,499	15 %
	3.	Material/Parts (Total Cost plus %) \$4,500 and up	15 %
	4.	Rental Equipment (Cost plus %)	10 %
	5.	Electrical Services (Straight Time)	66.20 /hour
	6.	Rate per hour for each additional worker (Straight Time)	61.65 /hour
	7.	Electrical Services (Nights and Weekends)	98.85 /hour
	8.	Rate per hour for each additional worker (Nights and Weekends)	92.02 /hour
	9.	Electrical Services (Holidays)	131.50 /hour
	10.	Rate per hour for each additional worker (Holidays)	122.39 /hour

4.8. **Emergency Twenty-Four Hour Service Contact:**

Name: Kevin Meyer - Pager 635-6828 Pin#0037 cell 1864-5743
 Mark Hooibrink - Pager 635-6828 Pin#6738 cell 301-6991

4.8.1. Telephone Number: Meyer Answering Service 449-7722

4.9. **Call Response Time: within 1 hours after notification by County.**

Holidays: Contractor shall list the holidays observed by their company: New Year's Day, Memorial Day, Independence Day, Labor Day,

4.10. Veterans Day, Thanksgiving Day, Christmas Day

4.11. **Maximum Percentage Increase for Renewal Periods**

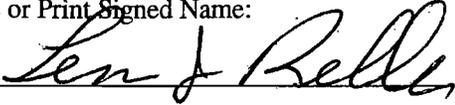
4.11.1. 4.5 % 2nd Year

4.11.2. 4.5 % 3rd Year

4.12. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Authorized Representative (Sign By Hand):

4.12.1. Leon J. Keller
Type or Print Signed Name:

4.12.2. 

4.12.3. Today's Date: 11/22/2006

4.13. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?
 Yes No

** Straight time is from 7:00 AM to 3.30 PM, Monday thru Friday.
Overtime is time plus one-half for the follein 4 hours, and Double time is for the remaining part of the day.
Saturday is 12 hours at time plus on-half and double time for the remaining part of the day.
Double time is on Sunday (12:00 AM to 8:00 AM Monday and all holidays



EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. **Prior Services Performed for:** Boone Hospital
1600 East Broadway
Columbia, MO 65201
- Company Name:
Address:
- Contact Name: Susan Brandt
Telephone Number: 573- 815-3797
- Date of Contract: Service Work for past 25 years
Length of Contract:

Description of Prior Services (include dates):

2. **Prior Services Performed for:** State Farm Insurance
4700 South Providence Rd
Columbia, MO 65217
- Company Name:
Address:
- Contact Name: Jim Brengarth
Telephone Number: 573-499-2254
- Date of Contract: Service work for past 31 years
Length of Contract:

Description of Prior Services (include dates):

3. **Prior Services Performed for:** Boone County Bank
720 Broadway
Columbia, MO 65201
- Company Name:
Address:
- Contact Name: Kerry Farnham
Telephone Number: 573- 874-8560
- Date of Contract: Service work for past 15 years
Length of Contract:

Description of Prior Services (include dates):



Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Request for Bid (RFB)

Heather Turner, CPPB, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: hturner@boonecountymo.org

Bid Data

Bid Number: **77-07DEC06**
Commodity Title: **Emergency Electrical Services Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **THURSDAY, DECEMBER 7, 2006**
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201**
Directions: The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **THURSDAY, DECEMBER 7, 2006**
Time: **10:30 A.M. C.S.T.**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

1.0: **Introduction and General Conditions of Bidding**
2.0: **Primary Specifications**
3.0: **Response Presentation and Review**
4.0: **Response Form**
Exhibit A **Prior Experience**
Standard Terms and Conditions

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The 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.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 1) the provisions of the Contract (as it may be amended);
 2) the provisions of the Bid;
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from January 1, 2007 through December 31, 2007 and may be automatically renewed for up to an additional two (2) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the provision of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Emergency Electrical Services** to various properties of Boone County, Missouri.
 - 2.1.1. All requests for service shall be made on an "as needed basis". The County does not guarantee a minimum volume under a prospective contract. In addition, the County reserves the right to utilize other vendors as well as in-house staff when it deems it necessary.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from January 1, 2007 through December 31, 2007. This contract is subject to renew annually for two (2) additional one (1) year periods following expiration of the first contract period.
 - 2.2.1. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
 - 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
- 2.6. **REPAIR LOCATIONS** - All services will be provided at various County owned and maintained buildings throughout Boone County.
- 2.7. **GENERAL CONDITIONS**
 - 2.7.1. This contract shall be for emergency electrical repair services as requested by the Facilities Maintenance Department to meet the needs of various departments within Boone County on an "as required" basis.
 - 2.7.2. **Major Repairs:** Before major non-emergency repairs (\$1,000 or more) are approved, Contractor shall provide the County with a written quotation, detailing parts and labor charges within three (3) business days. Quotations shall be based on the bid prices for this invitation for bid. Major emergency repairs will be quoted verbally to expedite the job, and a written confirming quotation will follow. Unit prices bid shall not exceed the prices of the resultant agreement.
 - 2.7.2.1. The County reserves the right to bid any job with an estimated cost of \$4,500 or more and to utilize other vendors and in-house staff for all projects.
 - 2.7.3. In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, The County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
 - 2.7.4. **Estimated Usage:** Based on past usage, the estimated total expenditures against this contract are expected to exceed \$11,000 annually. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.

- 2.7.5. **Sub-Contractors:** No subcontractors shall be used without prior approval of the Facilities Maintenance Manager.
- 2.7.6. **Contractor Qualifications and Experience:** The Contractor to whom an Electrical Repair Services contract is awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years.
 - 2.7.6.1. The Contractor must provide evidence that they have been licensed as an Electrical Contractor in the State of Missouri for a period of not less than three consecutive years immediately preceding the submission of this bid and must have established offices in the Columbia – Jefferson City areas, and currently be engaged in the business of such work.
 - 2.7.6.2. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
 - 2.7.6.3. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
 - 2.7.6.4. In addition to complying with all pertinent codes and regulations, the successful Bidder must comply with:
 - 1. All pertinent requirements of the local codes and utility companies.
 - 2. National Electric Code, latest edition.
 - 3. Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.
 - 2.7.6.5. The Contractor will be responsible for obtaining any and all required permits. The County shall be responsible for the cost of any and all permits.
 - 2.7.7. **Invoices:** The County’s purchase order number must appear on the invoice. All contracted work done for the County on a “time and material” basis must include the following information with all invoices:
 - 1. Name of the County location where work was performed.
 - 2. Date(s) work performed.
 - 3. Itemized list of material, if any.
 - 4. Itemized cost of material, if any.
 - 5. Labor cost per hour.

If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

- 2.7.7.1. Invoices should be submitted to Boone County Facilities Maintenance for payment which will be made 30 days after receipt of a correct and valid invoice. The billing address is Boone County Facilities Maintenance, 601 East Walnut, Room 205, Columbia, MO 65201.

2.8. CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:

- 2.8.1. **Work Hours:** Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 7 a.m. to 5 p.m. and excluding holidays as defined in 4.11.
- 2.8.2. All County calls for service must be returned within one (1) hour of initial telephone call.
- 2.8.3. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour.
- 2.8.4. **Emergency Repairs:** The Contractor may be required to perform emergency repairs at times other than normal working hours. The Contractor should be in a position to be available on a twenty-four (24) hour basis for such emergency work. Contractor shall provide a flat hourly rate for emergency service outside normal business hours to include all workmen and repairs.

- 2.8.5. **Equipment/Safety:** The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the County, and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a Contract.
- 2.8.6. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
- 2.8.7. **Cleaning:** The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The Contractor, at the Contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the Facilities Maintenance Manager shall be consulted.
- 2.8.8. **Final Inspection and Approval:** The Contractor shall request the Facilities Maintenance Manager to conduct a site inspection after the project is complete. The Facilities Maintenance Manager will prepare a "punch-list" during the inspection and will forward a copy of the "punch-list" to the Contractor.
After the "punch-list" items have been corrected, the Contractor shall request a final inspection with the Facilities Maintenance Manger. Final project approval is contingent upon the Facilities Maintenance Manager's final inspection and written approval.
- 2.8.9. **Property Damage:** Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.8.10. **Repair/Warranties:** The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same item must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement parts that fail during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the Contractor.
- 2.8.11. **Materials:** All materials provided by Contractor shall be new materials of high quality that shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory test.
- 2.8.12. **Replacement Parts:** Replacement parts furnished must be of the same manufacturer or an equal product.
- 2.8.12.1. When the County has a spare part available, the Contractor will be required to use that part when requested to do so by the County.
- 2.8.13. **Labor Rates:** Portal-to-Portal mobilization is allowed, not to exceed one hour total. Contractor is expected to have basic tools and stock on board. Travel for specialty items is compensable. The County will allow for a two-hour minimum charge, which includes mobilization. All jobs are expected to require one (1) service person. Authorized County representatives must approve of multiple service people before the work is started.
- 2.8.13.1. Labor quoted shall include all labor cost, insurance, overhead, profit, mileage, and be exclusive of

taxes.

- 2.8.14. Repair work shall be performed at site unless by the nature of required repairs, it would be necessary to remove a component to the Contractor's shop for repair. If a unit is to be down for more than twelve (12) hours, the Facilities Maintenance Manager will be advised and informed of the nature or repairs that cause the shutdown.
- 2.8.15. **Working With Owner's Personnel:** The Contractors must agree to work alongside the County's maintenance staff.
- 2.8.16. **FOB Point:** Prices quoted shall be FOB various County locations, unloaded and installed.
- 2.9. **BOONE COUNTY 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. 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.
- 2.9.1. **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 \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 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.

- 2.9.2. **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 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 by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 per project 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. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 2.9.3. 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.
- 2.9.4. **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.

- 2.9.5. **Insurance Certifications:** 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 and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 2.10. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor 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.
- 2.11. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.12. **SPECIAL CONDITIONS AND REQUIREMENTS**
- 2.12.1. **Inspection of Facilities:** It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area include possible interference from other site activities. Arrangements for bidder's inspection of facilities may be secured from Ken Roberts, Manager of Facilities Maintenance at (573) 886-4401.
- 2.12.2. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Heather Turner, CPPB, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: hturner@boonecountymo.org.
- 2.12.3. **Designee** - Boone County Facilities Maintenance, 601 E. Walnut, Room 206, Columbia, MO 65201-4460
- 2.12.4. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive.
- 2.12.4.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

- 2.12.5. **Pricing:** Firm bids are desired. Bids which are not subject to any form of escalation may receive favorable consideration during the evaluation of bids. Any bid which is subject to an open or unlimited escalator clause may be rejected. The County reserves the right to consider any bid which may be offered subject to an escalator clause which is based on a nationally recognized index which permits both upward and downward escalation.
- 2.12.6. **Price Changes:** The labor rates and cost plus percentages rates bid on the Response Page shall be consistently applied and remain firm through December 31, 2007, unless otherwise stated clearly. If requested by the Contractor sixty days prior to renewal date, labor rates may be adjusted for the next renewal period. On the Response Page, state the maximum percent increase proposed for the renewal periods. If labor rates are based upon a nationally recognized index, please list the index which will be used for proposed increases: _____.
- No material/part cost plus % increase will be allowed.**

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
 - 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
 - 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
 - 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.
 - 3.5.5. In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the County.

4. Response Form

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. Federal Tax ID: _____
- 4.6.1. () Corporation
 () Partnership - Name _____
 () Individual/Proprietorship - Individual Name _____
 () Other (Specify) _____

4.7. **Emergency Electrical Services:** We propose to furnish the emergency electrical service for the County of Boone at the labor rate and parts discount listed below and/or attached. All services shall be performed in accordance with the terms and conditions of the bid and resulting contract.

4.7.1.	ITEM	DESCRIPTION	UNIT PRICE
	1.	Material/Parts (Total Cost plus %) \$0-\$749	%
	2.	Material/Parts (Total Cost plus %) \$750-\$4,499	%
	3.	Material/Parts (Total Cost plus %) \$4,500 and up	%
	4.	Rental Equipment (Cost plus %)	%
	5.	Electrical Services (Straight Time)	/hour
	6.	Rate per hour for each additional worker (Straight Time)	/hour
	7.	Electrical Services (Nights and Weekends)	/hour
	8.	Rate per hour for each additional worker (Nights and Weekends)	/hour
	9.	Electrical Services (Holidays)	/hour
	10.	Rate per hour for each additional worker (Holidays)	/hour
4.8.	Emergency Twenty-Four Hour Service Contact:		
	Name: _____		
4.8.1.	Telephone Number: _____		
4.9.	Call Response Time: within _____ hours after notification by County.		
4.10.	Holidays: Contractor shall list the holidays observed by their company: _____		

4.11. Maximum Percentage Increase for Renewal Periods

4.11.1. _____ % 2nd Year

4.11.2. _____ % 3rd Year

4.12. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Authorized Representative (Sign By Hand):

4.12.1. _____
Type or Print Signed Name:

4.12.2. _____

4.12.3. Today's Date: _____

4.13. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?
_____ Yes _____ No

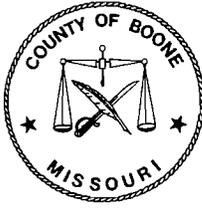


EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):



Standard Terms and Conditions

Boone County Purchasing

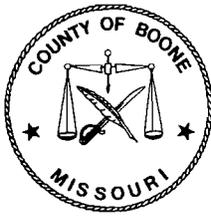
601 E. Walnut, Room 209

Columbia, MO 65201

Heather Turner, Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

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 shall 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 will be accepted.
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. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

“No Bid” Response Form

Heather Turner, CPPB, Buyer
(573) 886-4392 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

Bid: 77-07DEC06 Emergency Electrical Services Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

**PURCHASE AGREEMENT
FOR
EMERGENCY ELECTRICAL SERVICES TERM AND SUPPLY
TERTIARY SUPPLIER**

THIS AGREEMENT dated the 30 day of January 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Rehagen Electrical Contracting, Inc.**, herein "Contractor".

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Emergency Electrical Services Term and Supply**, County of Boone Request for Bid, bid number **77-07DEC06**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated November 22, 2006 and executed by Randy Rehagen, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on January 1, 2007 and extend through December 31, 2007 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Emergency Electrical Services as identified and responded to in the Contractor's Response Form. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County. Rehagen Electrical Contracting, Inc. shall act as the tertiary supplier and shall furnish Emergency Electrical Services for the County if the secondary contracted supplier cannot provide an acceptable schedule for the County. The County reserves the right to request quotes from all contracted suppliers and determine which contracted supplier to use based on price and proposed schedule.

4. Service Time - Contractor agrees to provide the services as responded to by the Contractor and as requested by the County.

5. 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 Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **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.

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

8. **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.

REHAGEN ELECTRICAL CONTRACTING, INC. BOONE COUNTY, MISSOURI

by [Signature]
title [Signature]

by: Boone County Commission
[Signature]
Kenneth M. Pearson, Presiding Commissioner

address 5815 Rt B
Jefferson City, Mo. 65101

APPROVED AS TO FORM:
[Signature]
County Counselor

ATTEST:
[Signature]
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

6100-60100 Term/Supply

<u>No encumbrance required</u>	<u>1/24/07</u>	
Signature	Date	Appropriation Account

4. **Response Form**

- 4.1. Company Name:
REHAGEN ELECTRICAL CONTRACTING, INC.
- 4.2. Address:
5815 RT B
- 4.3. City/Zip:
JEFFERSON CITY, MISSOURI 65101
- 4.4. Phone Number:
(573)893-3155
- 4.5. Fax Number:
(573)634-8217
- 4.6. Federal Tax ID:
43 1486166

- 4.6.1. Corporation
- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____
- Other (Specify) _____

4.7. **Emergency Electrical Services:** We propose to furnish the emergency electrical service for the County of Boone at the labor rate and parts discount listed below and/or attached. All services shall be performed in accordance with the terms and conditions of the bid and resulting contract.

4.7.1.	ITEM	DESCRIPTION	UNIT PRICE
	1.	Material/Parts (Total Cost plus %) \$0-\$749	+ 20 %
	2.	Material/Parts (Total Cost plus %) \$750-\$4,499	+ 15 %
	3.	Material/Parts (Total Cost plus %) \$4,500 and up	+ 10 %
	4.	Rental Equipment (Cost plus %)	+ 15 %
	5.	Electrical Services (Straight Time)	\$70.00 /hour
	6.	Rate per hour for each additional worker (Straight Time)	\$70.00 /hour
	7.	Electrical Services (Nights and Weekends)	\$105.00 /hour
	8.	Rate per hour for each additional worker (Nights and Weekends)	\$105.00 /hour
	9.	Electrical Services (Holidays)	\$140.00 /hour
	10.	Rate per hour for each additional worker (Holidays)	\$140.00 /hour

4.8. **Emergency Twenty-Four Hour Service Contact:**

Name: RANDY REHAGEN

4.8.1. Telephone Number: (573)619-3362

4.9. **Call Response Time: within 2 hours after notification by County.**

Holidays: Contractor shall list the holidays observed by their company: NEW YEAR'S DAY/MEMORIAL DAY/INDEPENDENCE DAY/VETERAN'S DAY/

4.10. THANKSGIVING DAY/CHRISTMAS DAY/ LABOR DAY

4.11. **Maximum Percentage Increase for Renewal Periods**

4.11.1. +5 % 2nd Year

4.11.2. +5 % 3rd Year

4.12. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Authorized Representative (Sign By Hand):

4.12.1. RANDY REHAGEN
Type or Print Signed Name

4.12.2. 

4.12.3. Today's Date: 11-22-06

4.13. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?
 Yes No



City of Columbia, MO.

BUSINESS LICENSE

Beginning 1st day of July a penalty of 15% of the annual fee will be charged each month or partial month the license remains unpaid.

07 00003559 ← LICENSE NO.

CONTROL NO. 2969

POST IN A CONSPICUOUS PLACE

The Licensee named herein having paid to the City of Columbia the Required Fee, license is hereby granted said Licensee to transact the business herein set forth, for the period stated, in conformity with the provisions of Ordinances of this city.

CLASS OF BUSINESS		
TRADE CONTRACTOR - OUTSIDE CITY		THRU 6/30/07
BUSINESS LOCATION	DATE OF ISSUE	
OUTSIDE BOONE COUNTY	6/20/06	\$ [REDACTED]

TOTAL

REHAGEN ELECTRICAL CONTRACTING

MANAGER

REHAGEN ELECTRICAL CONTRACTING

5815 STATE ROUTE B

JEFFERSON CITY MO 65101

PHONE NUMBER

Janice W. Finley
LICENSE OFFICIAL



Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Request for Bid (RFB)

Heather Turner, CPPB, Senior Buyer

(573) 886-4392 – Fax: (573) 886-4390

Email: hturner@boonecountymo.org

Bid Data

Bid Number: **77-07DEC06**
Commodity Title: **Emergency Electrical Services Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **THURSDAY, DECEMBER 7, 2006**
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201**
Directions: The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **THURSDAY, DECEMBER 7, 2006**
Time: **10:30 A.M. C.S.T.**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- Exhibit A **Prior Experience**
- Standard Terms and Conditions**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The 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.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
1) the provisions of the Contract (as it may be amended);
2) the provisions of the Bid;
3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from January 1, 2007 through December 31, 2007 and may be automatically renewed for up to an additional two (2) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. **Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the provision of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Emergency Electrical Services** to various properties of Boone County, Missouri.
 - 2.1.1. All requests for service shall be made on an "as needed basis". The County does not guarantee a minimum volume under a prospective contract. In addition, the County reserves the right to utilize other vendors as well as in-house staff when it deems it necessary.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from January 1, 2007 through December 31, 2007. This contract is subject to renew annually for two (2) additional one (1) year periods following expiration of the first contract period.
 - 2.2.1. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
 - 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
- 2.6. **REPAIR LOCATIONS** - All services will be provided at various County owned and maintained buildings throughout Boone County.
- 2.7. **GENERAL CONDITIONS**
 - 2.7.1. This contract shall be for emergency electrical repair services as requested by the Facilities Maintenance Department to meet the needs of various departments within Boone County on an "as required" basis.
 - 2.7.2. **Major Repairs:** Before major non-emergency repairs (\$1,000 or more) are approved, Contractor shall provide the County with a written quotation, detailing parts and labor charges within three (3) business days. Quotations shall be based on the bid prices for this invitation for bid. Major emergency repairs will be quoted verbally to expedite the job, and a written confirming quotation will follow. Unit prices bid shall not exceed the prices of the resultant agreement.
 - 2.7.2.1. The County reserves the right to bid any job with an estimated cost of \$4,500 or more and to utilize other vendors and in-house staff for all projects.
 - 2.7.3. In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, The County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
 - 2.7.4. **Estimated Usage:** Based on past usage, the estimated total expenditures against this contract are expected to exceed \$11,000 annually. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.

- 2.7.5. **Sub-Contractors:** No subcontractors shall be used without prior approval of the Facilities Maintenance Manager.
- 2.7.6. **Contractor Qualifications and Experience:** The Contractor to whom an Electrical Repair Services contract is awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years.
- 2.7.6.1. The Contractor must provide evidence that they have been licensed as an Electrical Contractor in the State of Missouri for a period of not less than three consecutive years immediately preceding the submission of this bid and must have established offices in the Columbia – Jefferson City areas, and currently be engaged in the business of such work.
- 2.7.6.2. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
- 2.7.6.3. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
- 2.7.6.4. In addition to complying with all pertinent codes and regulations, the successful Bidder must comply with:
1. All pertinent requirements of the local codes and utility companies.
 2. National Electric Code, latest edition.
 3. Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.
- 2.7.6.5. The Contractor will be responsible for obtaining any and all required permits. The County shall be responsible for the cost of any and all permits.
- 2.7.7. **Invoices:** The County’s purchase order number must appear on the invoice. All contracted work done for the County on a “time and material” basis must include the following information with all invoices:
1. Name of the County location where work was performed.
 2. Date(s) work performed.
 3. Itemized list of material, if any.
 4. Itemized cost of material, if any.
 5. Labor cost per hour.

If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

- 2.7.7.1. Invoices should be submitted to Boone County Facilities Maintenance for payment which will be made 30 days after receipt of a correct and valid invoice. The billing address is Boone County Facilities Maintenance, 601 East Walnut, Room 205, Columbia, MO 65201.

2.8. **CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:**

- 2.8.1. **Work Hours:** Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 7 a.m. to 5 p.m. and excluding holidays as defined in 4.11.
- 2.8.2. All County calls for service must be returned within one (1) hour of initial telephone call.
- 2.8.3. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour.
- 2.8.4. **Emergency Repairs:** The Contractor may be required to perform emergency repairs at times other than normal working hours. The Contractor should be in a position to be available on a twenty-four (24) hour basis for such emergency work. Contractor shall provide a flat hourly rate for emergency service outside normal business hours to include all workmen and repairs.

- 2.8.5. **Equipment/Safety:** The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the County, and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a Contract.
- 2.8.6. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
- 2.8.7. **Cleaning:** The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The Contractor, at the Contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the Facilities Maintenance Manager shall be consulted.
- 2.8.8. **Final Inspection and Approval:** The Contractor shall request the Facilities Maintenance Manager to conduct a site inspection after the project is complete. The Facilities Maintenance Manager will prepare a "punch-list" during the inspection and will forward a copy of the "punch-list" to the Contractor.
After the "punch-list" items have been corrected, the Contractor shall request a final inspection with the Facilities Maintenance Manger. Final project approval is contingent upon the Facilities Maintenance Manager's final inspection and written approval.
- 2.8.9. **Property Damage:** Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.8.10. **Repair/Warranties:** The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same item must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement parts that fail during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the Contractor.
- 2.8.11. **Materials:** All materials provided by Contractor shall be new materials of high quality that shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory test.
- 2.8.12. **Replacement Parts:** Replacement parts furnished must be of the same manufacturer or an equal product.
- 2.8.12.1. When the County has a spare part available, the Contractor will be required to use that part when requested to do so by the County.
- 2.8.13. **Labor Rates:** Portal-to-Portal mobilization is allowed, not to exceed one hour total. Contractor is expected to have basic tools and stock on board. Travel for specialty items is compensable. The County will allow for a two-hour minimum charge, which includes mobilization. All jobs are expected to require one (1) service person. Authorized County representatives must approve of multiple service people before the work is started.
- 2.8.13.1. Labor quoted shall include all labor cost, insurance, overhead, profit, mileage, and be exclusive of

taxes.

- 2.8.14. Repair work shall be performed at site unless by the nature of required repairs, it would be necessary to remove a component to the Contractor's shop for repair. If a unit is to be down for more than twelve (12) hours, the Facilities Maintenance Manager will be advised and informed of the nature or repairs that cause the shutdown.
- 2.8.15. **Working With Owner's Personnel:** The Contractors must agree to work alongside the County's maintenance staff.
- 2.8.16. **FOB Point:** Prices quoted shall be FOB various County locations, unloaded and installed.
- 2.9. **BOONE COUNTY 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. 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.
- 2.9.1. **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 \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 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.

- 2.9.2. **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 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 by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 per project 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. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 2.9.3. 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.
- 2.9.4. **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.

- 2.9.5. **Insurance Certifications:** 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 and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 2.10. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor 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.
- 2.11. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.12. **SPECIAL CONDITIONS AND REQUIREMENTS**
- 2.12.1. **Inspection of Facilities:** It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area include possible interference from other site activities. Arrangements for bidder's inspection of facilities may be secured from Ken Roberts, Manager of Facilities Maintenance at (573) 886-4401.
- 2.12.2. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Heather Turner, CPPB, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: hturner@boonecountymo.org.
- 2.12.3. **Designee** - Boone County Facilities Maintenance, 601 E. Walnut, Room 206, Columbia, MO 65201-4460
- 2.12.4. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive.
- 2.12.4.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

- 2.12.5. **Pricing:** Firm bids are desired. Bids which are not subject to any form of escalation may receive favorable consideration during the evaluation of bids. Any bid which is subject to an open or unlimited escalator clause may be rejected. The County reserves the right to consider any bid which may be offered subject to an escalator clause which is based on a nationally recognized index which permits both upward and downward escalation.
- 2.12.6. **Price Changes:** The labor rates and cost plus percentages rates bid on the Response Page shall be consistently applied and remain firm through December 31, 2007, unless otherwise stated clearly. If requested by the Contractor sixty days prior to renewal date, labor rates may be adjusted for the next renewal period. On the Response Page, state the maximum percent increase proposed for the renewal periods. If labor rates are based upon a nationally recognized index, please list the index which will be used for proposed increases: _____.
- No material/part cost plus % increase will be allowed.**

3. **Response Presentation and Review**

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.
- 3.5.5. In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the County.

4. **Response Form**

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.7. **Emergency Electrical Services:** We propose to furnish the emergency electrical service for the County of Boone at the labor rate and parts discount listed below and/or attached. All services shall be performed in accordance with the terms and conditions of the bid and resulting contract.

4.7.1.	ITEM	DESCRIPTION	UNIT PRICE
	1.	Material/Parts (Total Cost plus %) \$0-\$749	_____ %
	2.	Material/Parts (Total Cost plus %) \$750-\$4,499	_____ %
	3.	Material/Parts (Total Cost plus %) \$4,500 and up	_____ %
	4.	Rental Equipment (Cost plus %)	_____ %
	5.	Electrical Services (Straight Time)	_____ /hour
	6.	Rate per hour for each additional worker (Straight Time)	_____ /hour
	7.	Electrical Services (Nights and Weekends)	_____ /hour
	8.	Rate per hour for each additional worker (Nights and Weekends)	_____ /hour
	9.	Electrical Services (Holidays)	_____ /hour
	10.	Rate per hour for each additional worker (Holidays)	_____ /hour

4.8. **Emergency Twenty-Four Hour Service Contact:**

Name: _____

4.8.1. Telephone Number: _____

4.9. **Call Response Time: within _____ hours after notification by County.**

Holidays: Contractor shall list the holidays observed by their company: _____

4.10.

4.11. Maximum Percentage Increase for Renewal Periods

4.11.1. _____ % 2nd Year

4.11.2. _____ % 3rd Year

4.12. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Authorized Representative (Sign By Hand):

4.12.1. _____
Type or Print Signed Name:

4.12.2. _____

4.12.3. Today's Date: _____

4.13. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No



EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):



Standard Terms and Conditions

Boone County Purchasing

601 E. Walnut, Room 209

Columbia, MO 65201

Heather Turner, Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

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 shall 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 will be accepted.
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. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

“No Bid” Response Form

Heather Turner, CPPB, Buyer
(573) 886-4392 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

Bid: 77-07DEC06 Emergency Electrical Services Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

January Session of the January Adjourned

Term. 20 07

In the County Commission of said county, on the 30th day of January 20 07
 the following, among other proceedings, were had, viz:

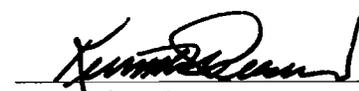
Now on this day the County Commission of the County of Boone does hereby award the following contracts. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

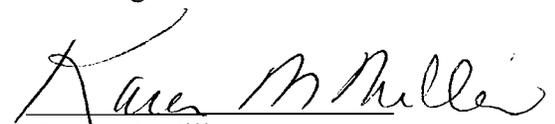
- Adult Day Care
- Animal Shelter and Related Services
- Break the Cycle of Violence
- Central Missouri Food Bank pantry
- Clinical Services
- County Medical Examiner
- Crisis Care for Children
- Early Scholars Program (Child Care- Tuition Assistance)
- Economic Development Agreement
- Elderly and Disabled Transportation
- Emergency Foster Care
- Family Information, Referral and Resource Program
- La Escuela Latina – Youth Tutoring
- Offender Evaluation Program
- One to One Match
- Regional Child Advocacy Center
- Residential program (Primary Recovery/Detox)
- Senior Connect
- Show – Me Games 2007
- Soil and Water Conservation Service Agreement
- Year Round Child Care
- JCIC Clerical Services
- Equine Assisted Therapy Program

Done this 30th day of January, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner



RECEIVED
DEC 22 2006
BOONE COUNTY AUDITOR

UNIVERSITY OF MISSOURI – SCHOOL OF MEDICINE
PATHOLOGY & ANATOMICAL SCIENCES

To : Boone County Commission

From: Bud Smith
Department Administrator

Date: December 4, 2006

RE: 2007 Medical Examiner Services Contract Renewal

Attached is the 2007 renewal contract for Boone County Medical Examiner services. Please review the contract, secure signatures, and return to the Department of Pathology in the enclosed envelope. The contracted amount for provision of services has the mutually agreed 7 1/2% increase (morgue renovation adjustment), while toxicology & related lab testing services remained at last years rate. For 2007 the additional 4 1/2% attributed to the facility would be \$3,752.00. Upon receipt of the signed original we will secure MU signature and return for your records.

Thank you very much for your cooperation and we look forward to continuing to provide and improve this important service for the residents of Boone County. Please feel free to call our office any time you see areas needing attention or opportunities for improving the service.

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January 2007, by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, for and on behalf of the University of Missouri Health Sciences Center, Department of Pathology & Anatomical Sciences (hereinafter referred to as the "University") and BOONE COUNTY, MISSOURI, a political subdivision of the State of Missouri (hereinafter referred to as the "County".)

WITNESSETH

WHEREAS the County requires the services of physicians to perform the duties of County Medical Examiner for Boone County, and support services for the office of Medical Examiner; and

WHEREAS the University has available the services of a physician licensed in the State of Missouri and board certified in forensic pathology, and capability to provide support services:

NOW THEREFORE, it is mutually agreed as follows:

1. The University will make a physician licensed as above available to the County to perform the services of County Medical Examiner. This service shall be provided on an interim basis by Dr. Edward Adelstein, M.D., unless an alternate designee is named by mutual agreement of the County and the Chair of Pathology.
2. The University shall provide support services per Addendum A attached.
3. The term of this agreement shall be for a period of 12 months commencing on the 1st day of January 2007 and ending on the 31st day of December, 2007.
4. Either the University or the County may terminate this agreement by giving 30 days prior written notice.
5. The County shall pay the University at the rate detailed in Addendum B for the services provided. The sum shall be paid in equal monthly installments of \$14,513.83.
6. The County shall provide Medical Examiner Coverage under its Public Official Errors and Omissions insurance policy; however, the County does not warrant that such policy will provide medical malpractice coverage or agree to indemnify for such claims.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives as of the day and year stated above.

THE CURATORS OF THE
UNIVERSITY OF MISSOURI

BOONE COUNTY, MISSOURI

Jacquelyn K. Jones
Director of Business Services

By:

By:

ADDENDUM A

This addendum defines the Medical Examiner Support Services that provide a Chief Death Investigator to supervise services for Boone County and the duly appointed Boone County Medical Examiner in the performance of duties of such office as prescribed by law.

1. Provision and supervision of adequate qualified personnel to provide death investigation services in Boone County under the direction of the Medical Examiner 365 days per year, 24 hours per day.
2. Death investigation services including, but not limited to, taking telephone reports of deaths, scene investigations and arrangement for body transport conducted under policies and procedures established by the Medical Examiner; handling and maintaining bodies and personal effects before and after external examination or autopsy under policies and procedures established by the Medical Examiner; assisting the Medical Examiner in the conduct of autopsies as directed by the Medical Examiner, preparation of required regulatory reports in connection with deaths as required by the Medical Examiner, and performing such other duties as the Death Investigator shall be authorized, or required to perform by the Medical Examiner in the performance of his/her duties in office.
3. Supply office materials and supplies, utilities, training, telephones, cell phones, pagers, and answering service.
4. Calls/pages for body removal shall be answered within fifteen (15) minutes, at which time arrangements will be made regarding location and removal of the body.
5. Provide direction and arrangements for the proper transportation.
6. Ensure that all bodies transported pursuant to this agreement shall be properly identified with the deceased person's name, if known.
7. Comply with all applicable standards and requirements adopted by the Board of Health.
8. Dispose of all disposable supplies and bio-hazardous materials used in, or remaining from, transporting deceased individuals in a manner consistent with OSHA guidelines and all other applicable environmental codes, statutes, resolutions and ordinances of the United States, The State of Missouri, Boone County, Missouri, and the City of Columbia, Missouri.
9. Provide morgue facilities and equipment suitable for the performance and conduct of autopsies and for the refrigerated storage of bodies necessary for the satisfactory performance of the duties of the office of Medical Examiner.
10. Provide administrative and office support for the office of the Medical Examiner, including maintenance and administration of the Medical Examiner's annual budget, maintenance and preparation of statistics, reports and such other secretarial and clerical services, as are required by and budgeted for the Medical Examiner.

11. The University shall be responsible for all expenses and overhead necessary in performing the obligations of Medical Examiner Support Services, including all office and administrative expenses, payroll, employee benefits, and employer required taxes and contributions for employees hired by the Contractor
12. The University, under the direction of the Medical Examiner, shall keep all official records as required by law and subject to any lawful privilege of confidentiality or other lawful privilege, make such records available to the Boone County Commission, Boone County Auditor, any independent outside auditor appointed by the County for internal audit purposes and to the general public under applicable open meetings and records law.
13. The University shall provide quarterly reports to the county in order to track services provided.

Addendum B

14. The University will bill Boone County, the annual sum of \$174,165.93 for all services performed by the Medical Examiner's office.
 - a. This shall include:
 - i. Medical Examiner's office support services, i.e. Death Investigator, Forensic technician, clerical staff, etc. \$89,644.25
 - ii. All related testing & services, i.e. x-rays, toxicology, etc. \$25,000.00
 - iii. Services of licensed physician described in section one to serve as Medical Examiner \$59,521.68
 - b. Monthly billing will be \$14,513.83

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 30 day of January, 2007, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Reality House Programs, Inc. hereinafter called "Agency".

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Offender Evaluation Program

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2007, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Provide an offender evaluation program for adult legal offenders between the ages of 17-25 who are not on probation, but are being considered for probation or prison. Services will include 24-hour a day supervision within the facility and checks on resident activities outside the facility. Residents will be monitored through the use of sign-in and sign-out procedures, regular checks with employers and teachers and alcohol and drug testing. Treatment will include structured groups as well as group and individual therapy supervised by a state certified and licensed counselor. The agency will provide approximately 174 units (one 24-hour day of care and treatment for one person) at an estimated cost of \$57.51 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2007 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone, its officers and employees, harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$10000.00 as follows:

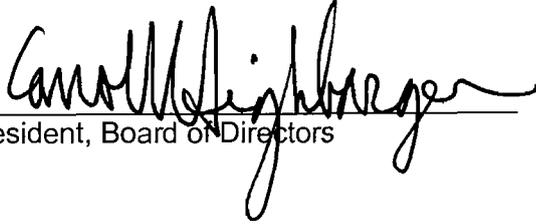
- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2007, and ending on December 31, 2007; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:

By:



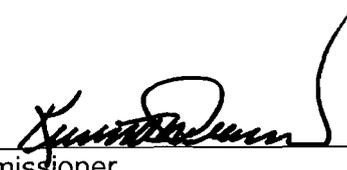
President, Board of Directors



Secretary, Board of Directors

BOONE COUNTY, MISSOURI

By:



Commissioner

CERTIFICATION:

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



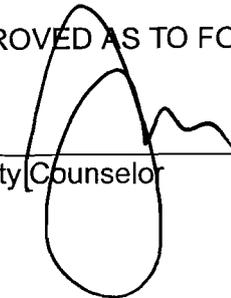
Auditor Date
1420-86625 \$10,000.00

ATTEST:



County Clerk

APPROVED AS TO FORM:



County Counselor

AGREEMENT

This agreement made and entered into this 30 day of January, 2007 by and between Boone County, Missouri, a political subdivision of the State of Missouri, (herein County), and Curators of the University of Missouri, (herein University).

In consideration of mutual agreements herein contained the parties agree as follows:

1. For the purposes of promoting the economic growth and development of Boone County, Missouri, as well as the health and physical fitness of Boone County citizens, the county hereby agrees to pay the University \$20,000.00 for support of the **Show-Me Games 2007**.
2. In consideration of payment of the aforesaid sum, the University agrees to hold the 2007 Show-Me State Games within Boone County, Missouri, and to promote Boone County, Missouri, in accordance with the University's guidelines for "major" sponsors contributing twenty thousand dollars for the sponsorship of the games.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their properly authorized officials on the day and year first above written.

Curators of the University of Missouri Boone County, Missouri

by: 

Director, Business Services Lisa J. Wimmenauer
Asst. Vice Chancellor
Administrative Services

by: 

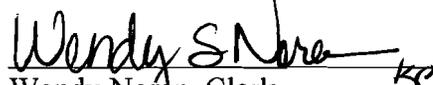
Presiding Commissioner

ATTEST:

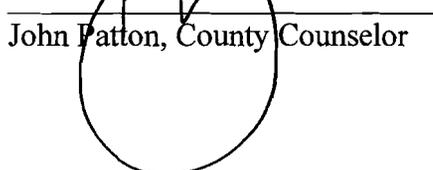
Secretary

Approved as to Legal Form:

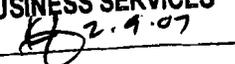
ATTEST


Wendy Noren, Clerk

Approved as to Legal Form:


John Patton, County Counselor

APPROVED
AS TO
LEGAL FORM
KSD 2/13/07

BUSINESS SERVICES
MU  2.9.07



0700323A
BOONE CTY
SPONSORSHIP OF SMSG 2007

SOIL AND WATER CONSERVATION SERVICE AGREEMENT

THIS AGREEMENT is made on the 30 day of January, 2007, by and between Boone County, Missouri, a first class county and a political subdivision of the state of Missouri, by and through its County Commission, hereinafter "County", and Boone County Soil and Water Conservation District, a political subdivision of the state of Missouri, hereinafter called "District".

IN CONSIDERATION OF each party's performance of its respective obligations under this agreement, the parties agree to the following:

1. **District's Obligations** - In consideration of the County's payment for services the District agrees to provide County with the following services during calendar year 2007:

1.1 **Planning Department Services** - District agrees to review proposed developments and subdivision plats for sufficiency of erosion control and storm water runoff plans and to make written comments and recommendations pertaining to same in a form of a written report for each such submittal. Written reports shall be submitted prior to the second Thursday of each month provided County makes request for review and written report at least two weeks before the second Thursday of each month. District further agrees to provide testimony on proposed developments and subdivision plats with respect to erosion control and storm water runoff periodically when and as needed at Planning and Zoning Commission meetings and/or County Commission meetings.

1.2 **Plat Books** - District agrees to provide County (most current version available) at no additional cost, 64 Boone County Plat Books. Such plat books shall be provided to the Department of Planning and Building Inspection for distribution within County government as deemed appropriate by County.

2. **County Obligation** - County agrees to pay District a lump sum of \$15,000.00 for services under this agreement during calendar year 2007; payment shall be made in one lump sum upon invoice by District.

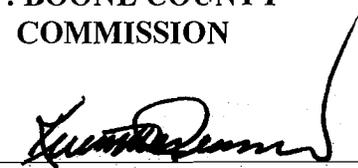
3. **Termination** - This agreement may be terminated by either party upon thirty days written notice for cause in the event either party materially fails to perform any term or condition of this agreement. In the event of termination, District shall refund any unearned amounts paid to District prorated through the date of termination.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above-written.

**BOONE COUNTY SOIL AND
WATER CONSERVATION DISTRICT**

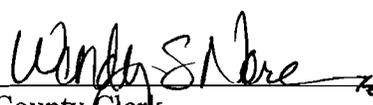
Title _____

**BOONE COUNTY, MISSOURI
BY: BOONE COUNTY
COMMISSION**



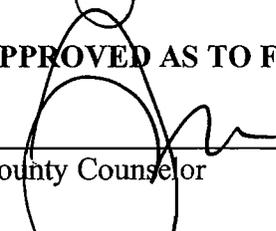
Presiding Commissioner

ATTEST:



County Clerk

APPROVED AS TO FORM:

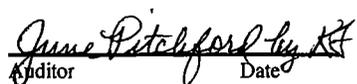


County Counselor

Certification:

In accordance with RSMo 50.660, I hereby certify that a sufficient unnumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

1430-8-6605 \$15,000.00

 1/10/07
Auditor Date

From: Karen Frederick
To: Cathy Richards
Date: 3/9/04 8:53AM
Subject: Fwd: Re: soil & water district

Cathy:

The Soil & Water District contract indicates the District will perform the services during 2002. I would think this should be corrected. If so, where do I return the contract?

Also, we received purchase requisition for this item, but I do not know if we need one. Please see attached email correspondence from last year. Did you check with Kay to see how payment will be handled? Last year Kay made payment directly and transaction was recorded on ledger with a journal entry.

Thanks.

Karen

CC: Diana Manlove

*No purchase req. needed
\$ sent to Kay & she applies \$*

TO Health Dept

37.2007

AGREEMENT FOR ANIMAL SHELTER AND RELATED SERVICES

This agreement is made and entered into this 30 day of January 2007, by and between Boone County, Missouri, a non-chartered first class county and political subdivision of the state of Missouri (herein County) and the Central Missouri Humane Society, a Missouri not-for-profit corporation, (herein Humane Society).

WITNESSETH:

WHEREAS, the County has authorized by law to regulate the possession, control and disposition of animals pursuant to sections 322.090 - 322.130 RSMo, and is required to provide animal shelter for the reception and humane care of impounded animals pursuant to section 1.6.3 of the Code of Health Regulations for Boone County, Missouri, and

WHEREAS, Humane Society is agreeable to provide the County with an animal shelter and related services, and
WHEREAS, both parties wish to memorialize their agreements pertaining to same.

NOW THEREFORE IN CONSIDERATION of the mutual agreements and understandings herein contained the parties agree as follows:

1. In addition to the services and facilities provided to County under Humane Society's agreement with the City of Columbia, the Humane Society agrees to provide County with the following services:
 - a. Provide the County with an animal shelter for the reception and humane care of impounded animals described in this agreement and provide space and care for proper observation of at least three animals per month which are seized and impounded as suspected rabies carriers.
 - b. Accept all abandoned, neglected or abused animals seized by health officials, animal control officers or law enforcement officers which are seized and impounded pursuant to provisions of Chapter 1 of the Boone County Code of Health Regulations or the provisions of Chapter 578 RSMo; all such animals shall be disposed of as provided by said health regulations or applicable statute in the event they are unclaimed.
 - c. Assist county animal control officers and/or law enforcement officials in conducting animal abuse or neglect investigations within the unincorporated areas of Boone County, Missouri.
 - d. Provide staff and/or volunteers to present educational programs to Boone County citizens as mutually deemed appropriate by County and Humane Society for purposes of teaching and promoting humane care and maintenance of animals.
2. In consideration of services rendered by Humane Society the County agrees to pay the Humane Society the sum of ten thousand two hundred and sixty dollars (\$10,260.00) for calendar year 2007.
3. This agreement shall be in effect from January 1, 2007, up to and including December 31, 2007.
4. This agreement shall be binding on the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties have cause this agreement to be executed by their properly authorized officers on the day and year first above written.

Central Missouri Humane Society

By:

Patricia J. Truster

Its:

Executive Director

Boone County, Missouri

By Boone County Commission

Hummer
Presiding Commissioner

Karen M. Miller
District I Commissioner

Dejean
District II Commissioner

ATTEST:

Wendy S. Nore
County Clerk

APPROVED AS TO FORM:

John Patton
County Counsel

CERTIFICATION:

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

1430-8-6610 \$10,260.00

Jane Pitchford by KF 1/12/07
Auditor Date

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 30 day of January, 2007, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Central Missouri Food Bank Network, Inc. hereinafter called "Agency".

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Central Missouri Food Bank Pantry

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2007, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Emergency food for needy families and individuals who have been referred by area social service organizations. Food boxes include food equal to two meals per day for all household members for a period of seven days. The service is targeted to working families, the elderly and handicapped living at or below the poverty level. The agency will provide approximately 287,500 units (pounds of food) at an estimated cost of \$0.06 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2007 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone, its officers and employees, harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$17250.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

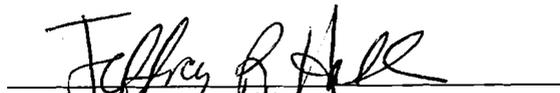
This Agreement shall be for a term of twelve months commencing on January 1, 2007, and ending on December 31, 2007; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:
By:



President, Board of Directors



Secretary, Board of Directors

BOONE COUNTY, MISSOURI
By:



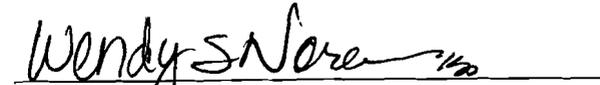
Commissioner

CERTIFICATION:

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

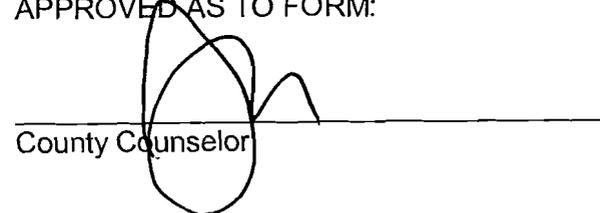

Auditor June Pitchford by KF Date 1/10/07
1420-86665 \$ 17,250.00

ATTEST:



County Clerk

APPROVED AS TO FORM:



County Counselor

RECEIVED MAR 23 2007

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 30 day of January, 2007, by and between the County of Boone, Missouri through its County Commission hereinafter called "County", and Harrisburg Preschool and Day Care Center hereinafter called "Agency".

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Year Round Child Care

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2007, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Licensed child care to children ages 6 months to 12 years of age who primarily live in northwestern Boone County. The agency will provide a full range of educational programming, including age appropriate activities, social development, and parental involvement. The agency will provide approximately 650 units (one full day of child care for one child) at an estimated cost of \$19.60 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2007 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone, its officers and employees, harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$12750.00 as follows:

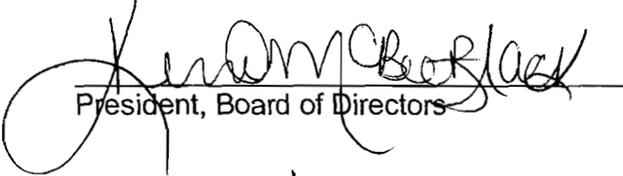
- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2007, and ending on December 31, 2007; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:
By:

BOONE COUNTY, MISSOURI
By:



President, Board of Directors



Commissioner



Secretary, Board of Directors

CERTIFICATION:

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



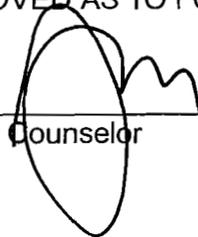
Auditor Date
1420-86650 \$12,750.00

ATTEST:



County Clerk

APPROVED AS TO FORM:



County Counselor

FEB 07 2007

SOIL AND WATER CONSERVATION SERVICE AGREEMENT

THIS AGREEMENT is made on the 30 day of January, 2007, by and between Boone County, Missouri, a first class county and a political subdivision of the state of Missouri, by and through its County Commission, hereinafter "County", and Boone County Soil and Water Conservation District, a political subdivision of the state of Missouri, hereinafter called "District".

IN CONSIDERATION OF each party's performance of its respective obligations under this agreement, the parties agree to the following:

1. **District's Obligations** - In consideration of the County's payment for services the District agrees to provide County with the following services during calendar year 2007:

1.1 **Planning Department Services** - District agrees to review proposed developments and subdivision plats for sufficiency of erosion control and storm water runoff plans and to make written comments and recommendations pertaining to same in a form of a written report for each such submittal. Written reports shall be submitted prior to the second Thursday of each month provided County makes request for review and written report at least two weeks before the second Thursday of each month. District further agrees to provide testimony on proposed developments and subdivision plats with respect to erosion control and storm water runoff periodically when and as needed at Planning and Zoning Commission meetings and/or County Commission meetings.

1.2 **Plat Books** - District agrees to provide County (most current version available) at no additional cost, 64 Boone County Plat Books. Such plat books shall be provided to the Department of Planning and Building Inspection for distribution within County government as deemed appropriate by County.

2. **County Obligation** - County agrees to pay District a lump sum of \$15,000.00 for services under this agreement during calendar year 2007; payment shall be made in one lump sum upon invoice by District.

3. **Termination** - This agreement may be terminated by either party upon thirty days written notice for cause in the event either party materially fails to perform any term or condition of this agreement. In the event of termination, District shall refund any unearned amounts paid to District prorated through the date of termination.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above-written.

**BOONE COUNTY SOIL AND
WATER CONSERVATION DISTRICT**

Kevin Math

Title Board member

**BOONE COUNTY, MISSOURI
BY: BOONE COUNTY
COMMISSION**

[Signature]
Presiding Commissioner

ATTEST:

Wanda S. More
County Clerk

APPROVED AS TO FORM:

[Signature]
County Counselor

Certification:

In accordance with RSMo 50.660, I hereby certify that a sufficient unnumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

1430-8-6605 \$15,000.00

Janice Patchford by [Signature] 1/10/07
Auditor Date

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 30 day of January, 2007, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Cedar Creek Therapeutic Riding Center hereinafter called "Agency".

RECEIVED APR 17 2007

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Equine-Assisted Therapy Program

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2007, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Therapeutic horse riding for people with physical, mental, and emotional disabilities. Each client will receive evaluation by a staff therapist and a physician's prescription for the services. Therapeutic riding will facilitate sensory integration, coordination, balance, communication and active participation within and upon the environment. The agency will provide approximately 2 units (one eight week session for one child) of service at an estimated cost of \$644.48 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2007 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone, its officers and employees, harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$1000.00 as follows:

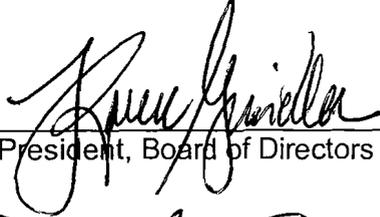
- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2007, and ending on December 31, 2007; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:

By:



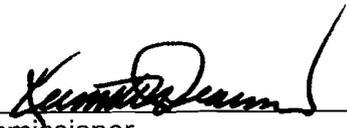
President, Board of Directors



Secretary, Board of Directors

BOONE COUNTY, MISSOURI

By:



Commissioner

CERTIFICATION:

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

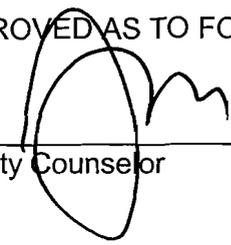
June Pitchford by JP 1/10/07
Auditor Date
1420-84200 \$1000.00

ATTEST:

Wendy S Nere KS

County Clerk

APPROVED AS TO FORM:



County Counselor

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of January, 2007, by and between the City of Columbia, a municipal corporation, hereinafter called the "City" and Boone County, Missouri, hereinafter called the "County",

WHEREAS, the City of Columbia/Boone County Public Safety Joint Communications has enhanced 9-1-1 capability, which is funded by a special tax collected by the County; and

WHEREAS, Joint Communications personnel, whose compensation is paid for by the users of the dispatching services provided by Joint Communications, is inadequate for performing the duties necessary for adding the information supplied by citizens to the enhanced 9-1-1 system; and

WHEREAS, the County is willing to fund an additional three-quarter time position in Joint Communications to perform the enhanced 9-1-1 data entry duties; and

WHEREAS, the City, which is the employer of Joint Communications staff, is willing to continue to include the position on the staff.

NOW, THEREFORE, for and in consideration of the following covenants and agreements, City and County agree as follows:

1. City agrees to continue one staff position in the Columbia/Boone County Public Safety Joint Communications for the purpose of entering information supplied by citizens of Boone County to the enhanced 9-1-1 system and performing other duties related to the enhanced 9-1-1 system.
2. City further agrees that said staff position shall be classified as a three-quarter time Administrative Support Assistant I and shall be an employee of the City Public Safety Joint Communications.
3. County agrees to pay City the sum of Thirty Thousand Six Hundred and Seventy-eight Dollars (\$30,678.00) to fund said position from January 1, 2007 through December 31, 2007, payable as follows:

\$7,670	payable on January 1
\$7,670	payable on April 1
\$7,669	payable on July 1
\$7,669	payable on October 1

IN WITNESS WHEREOF, the parties hereto have been duly authorized to execute this Agreement as of the above-referenced date.

THE CITY OF COLUMBIA, MISSOURI

By: 
H. William Watkins, City Manager

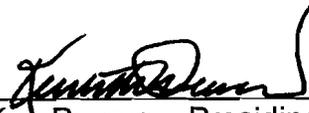
ATTEST:


Sheela Amin, City Clerk

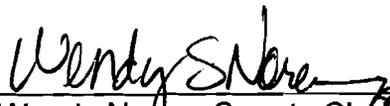
APPROVED AS TO FORM:


Fred Boeckmann, City Counselor

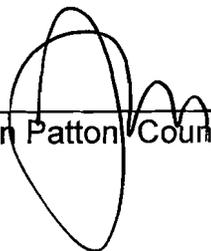
BOONE COUNTY, MISSOURI

By: 
Kenneth M. Pearson, Presiding Commissioner
Kenneth M. Pearson

ATTEST:

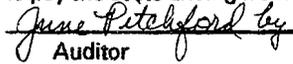

Wendy Nofen, County Clerk

APPROVED AS TO FORM:


John Patton, County Attorney

CERTIFICATION:

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

 by  1/29/07
Auditor Date

2020-71110 \$ 30,678.00

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 30 day of January, 2007, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Child Abuse and Neglect Emergency Shelter, Inc. dba Rainbow House. hereinafter called "Agency".

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Emergency Foster Care

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2007, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Emergency foster care for children ages birth to eighteen who have been taken into court custody as victims of domestic violence, physical or sexual abuse, or severe emotional mistreatment. Emergency shelter and food along with a variety of support services will be provided to children 365 days of the year for up to 30 days per child until an appropriate living arrangement can be found. The agency will provide approximately 31 units (24 hours of emergency foster care for one child) at an estimated cost of \$184.93 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2007 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone, its officers and employees, harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$5800.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2007, and ending on December 31, 2007; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:
By:

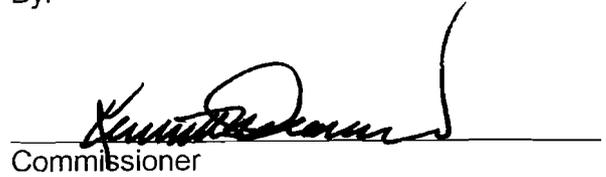


President, Board of Directors



Secretary, Board of Directors

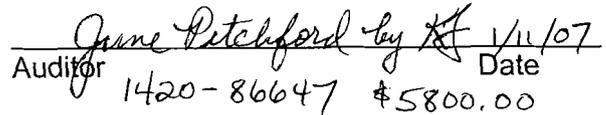
BOONE COUNTY, MISSOURI
By:



Commissioner

CERTIFICATION:

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

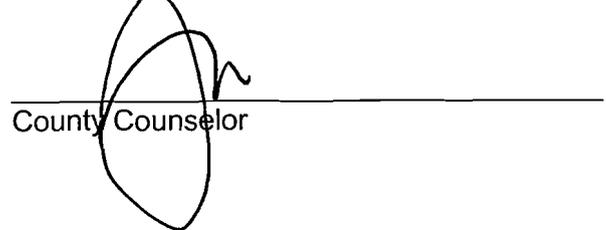

Auditor 1420-86647 \$5800.00 Date 1/11/07

ATTEST:



County Clerk

APPROVED AS TO FORM:



County Counselor

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 30 day of January, 2007, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Child Abuse and Neglect Emergency Shelter, Inc. dba Rainbow House hereinafter called "Agency".

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Regional Child Advocacy Center

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2007, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

A Child Advocacy Center where a child can be brought to by parents, caretakers or law enforcement officials when abuse or neglect is suspected. The center will be available for interviews 24 hours per day where a multidisciplinary approach can be used by various professionals investigating the allegations of abuse and neglect, thus reducing the trauma to the child. The agency will provide approximately 4 units (a forensic interview or exam of one child) at an estimated cost of \$634.04 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2007 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone, its officers and employees, harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$2350.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2007, and ending on December 31, 2007; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:
By:



President, Board of Directors



Secretary, Board of Directors

BOONE COUNTY, MISSOURI
By:



Commissioner

CERTIFICATION:

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

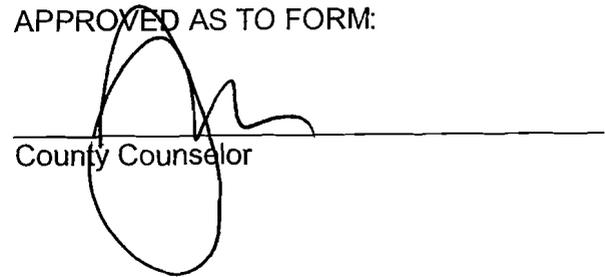
June Pitchford by KF 1/10/07
Auditor Date
1420-84200 \$2350.00

ATTEST:



County Clerk

APPROVED AS TO FORM:



County Counselor

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 30 day of January, 2007, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and OATS, Inc. hereinafter called "Agency".

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Elderly and Disabled Transportation

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2007, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Door to door transportation for the elderly and disabled who cannot access city busses or taxis due to cost, schedules, extent of disability or other factors. Transportation services will be provided Monday through Friday from 7:00 a.m.-5:00 p.m. with riders making reservations five to seven days in advance. The agency will provide approximately 427 units (one-way trips) at an estimated cost of \$18.75 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2007 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone, its officers and employees, harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$8000.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2007, and ending on December 31, 2007; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:
By:

Nolan J. McNeill
President, Board of Directors

Dorothy Yeager
Secretary, Board of Directors

BOONE COUNTY, MISSOURI
By:

[Signature]
Commissioner

CERTIFICATION:

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

Jane Pitchford by KF 1/10/07
Auditor Date
1420-86690 \$ 8000.00

ATTEST:

Wendy S. Nore
County Clerk

APPROVED AS TO FORM:

[Signature]
County Counselor

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 30 day of January, 2007, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Voluntary Action Center hereinafter called "Agency".

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Family Information, Referral and Resource Program

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2007, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Information, resource and referral services to families and individuals seeking social assistance in our community. The Voluntary Action Center serves as the agency of first and last resort, providing intervention, client advocacy and emergency assistance. Staff members will assess client needs, assist clients in accessing services, and track client populations and needs served. Services are targeted to persons at or below the poverty level and include both in-office and telephone information and referral. Many clients will be provided extended (multiple) referrals for services. The agency will provide approximately 314 units (clients contacts) at an estimated cost of \$7.97 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2007 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone, its officers and employees, harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$2500.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2007, and ending on December 31, 2007; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:
By:

Catherine C. Smoogy
President, Board of Directors

Ann H. Cole
Secretary, Board of Directors

BOONE COUNTY, MISSOURI
By:

[Signature]
Commissioner

CERTIFICATION:

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

Jane Pitchford by KF 1/10/07
Auditor Date
1420-84200 \$2530.00

ATTEST:

Wendy S. Nara
County Clerk

APPROVED AS TO FORM:

[Signature]
County Counselor

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 30 day of January, 2007, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Mid-Missouri Legal Services Corporation hereinafter called "Agency".

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Break the Cycle of Violence

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2007, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Legal services to aid in protecting residents of Boone County and their children who are victims of domestic violence by making certain that the victim is represented at the adult abuse hearing in court. The primary focus of the program will be to provide the victim with an attorney to file or defend divorce and custody actions and to obtain a permanent order from the court ending the relationship and establishing custody rights of the victim to their children. Clients must have an income at or below 150% of poverty as defined by the federal government. Both clients with and without children will be served by this program. The agency will provide approximately 111 units (one hour of attorney time) at an estimated cost of \$54.10 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2007 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone, its officers and employees, harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$6000.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2007, and ending on December 31, 2007; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:
By:

BOONE COUNTY, MISSOURI
By:



President, Board of Directors



Commissioner



Secretary, Board of Directors

CERTIFICATION:

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

June Pitchford by AF 1/10/07
Auditor Date
1420-84200 \$6000.00

ATTEST:



County Clerk

APPROVED AS TO FORM:



County Counselor

RECEIVED MAR 13 2007

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 30 day of January, 2007, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Boone County Council On Aging hereinafter called "Agency".

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

SeniorConnect

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2007, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

The SeniorConnect program will include Care Management, Volunteer and Support Services, and Information and Referral services for senior citizens age 55 and older. When new clients seek services, either by self or agency referral, staff will conduct an intake and needs assessment to determine which services the client needs to remain living independently. Referrals will be made for internal support services as well as to other external agencies. The agency will refer clients for services, advocate for client needs, coordinate volunteers to assist with needs not met by other agencies, and monitor client needs on a quarterly basis. Information will also be provided to the broader community through a variety of community and media presentations. The agency will provide approximately 858 units (one hour of service provision) of service at an estimated cost of \$16.14 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2007 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone, its officers and employees, harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$13850.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2007, and ending on December 31, 2007; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:
By:

BOONE COUNTY, MISSOURI
By:

Steve G. Brennan
President, Board of Directors

Kevin Deason
Commissioner

James Louis Parton
Secretary, Board of Directors

CERTIFICATION:

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

Jane Pitchford by KF 1/10/07
Auditor 1420-86630 Date \$13,850.00

ATTEST:

Wendy S. Nore
County Clerk

APPROVED AS TO FORM:

[Signature]
County Counselor

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 30 day of January, 2007, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Phoenix Programs, Inc. hereinafter called "Agency".

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Residential Program (Primary Recovery/Detox)

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2007, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Case management services for individuals receiving residential services for alcoholism and/or other drug addiction. Case management services will link the client and/or family members) to community services and coordinate the appropriate services for these individuals. Case management services may include conferring with either intra or interagency staff for planning and exchanging of clinical information, and referring or transferring clients and/or family members) to required internal and external services. The agency will provide approximately 162 units (one hour of case management services for residential treatment clients) at an estimated cost of \$18.50 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2007 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone, its officers and employees, harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$3000.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2007, and ending on December 31, 2007; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:
By:

BOONE COUNTY, MISSOURI
By:



President, Board of Directors



Commissioner



Secretary, Board of Directors

CERTIFICATION:

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



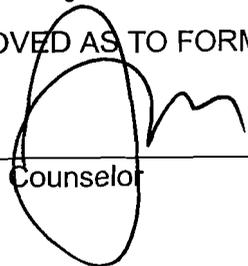
Auditor Date
1420-84200 \$3000.00

ATTEST:



County Clerk

APPROVED AS TO FORM:



County Counselor

Treasurer

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 30 day of January, 2007, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Big Brothers/Big Sisters of Boone County, Inc. hereinafter called "Agency".

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

One to One Match

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2007, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

A primary prevention service utilizing trained adult volunteers who are matched one-on-one with a child between the ages of six and fourteen from a single parent family. The agency will also provide a caseworker to maintain monthly contact with the volunteer, parent and child to supervise the progress of the relationship. The agency will provide approximately 361 units (one hour of supervised mentoring) at an estimated cost of \$5.54 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2007 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone, its officers and employees, harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$2000.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- A. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2007, and ending on December 31, 2007; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:
By:

Lisa M. Cleverly Ph.D.
President, Board of Directors

Lertz Sharp
Secretary, Board of Directors

BOONE COUNTY, MISSOURI
By:

[Signature]
Commissioner

CERTIFICATION:

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

June Pitchford by KF 1/10/07
Auditor 1420-84200 \$2000.00 Date

ATTEST:

Wendy S. Norwood
County Clerk

APPROVED AS TO FORM:

[Signature]
County Counselor

RECEIVED MAR 22 2007

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 30 day of January, 2007, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Centro Latino de Salud, Educacion y Cultura hereinafter called "Agency".

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

La Escuela Latina - Youth Tutoring

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2007, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

An after-school tutoring program for school-age youth in grades 6-12 targeting Latino children but open to all children. The primary focus of the program will be tutoring to assist with homework completion, reading and math skills, and overall academic progress while helping to instill confidence and a school work ethic. Volunteers will tutor children after-school on a daily basis Monday through Thursday with elementary students attending from 3:45-5:30 p.m. and older students attending from 5:30-7:30 p.m. The agency will provide approximately 187 units (one tutoring session for one child) at an estimated cost of \$6.42 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2007 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone, its officers and employees, harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$1200.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2007, and ending on December 31, 2007; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:
By:

[Signature]
President, Board of Directors

Roxana Husman
Secretary, Board of Directors

BOONE COUNTY, MISSOURI
By:

[Signature]
Commissioner

CERTIFICATION:

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

Jane Pitchford by KF *1/10/07*
Auditor Date
1420-84200 \$1200.00

ATTEST:

Wendy S. Kero
County Clerk

APPROVED AS TO FORM:

[Signature]
County Counselor

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 30 day of January, 2007, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and The Curators of the University of Missouri on behalf of the Eldercare Center, hereinafter called "Agency".

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Adult Day Care

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2007, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Licensed day care services for frail, functionally impaired or isolated adults needing supervision and therapeutic care during the day. Priority shall be given to adults over 65 years of age. The agency will provide adult day care at an estimated cost ranging from \$64 for a full day at the private pay rate to \$12.80 per day for clients eligible for federal or state funding. The County reimbursement rate may be increased to correspond with increases in the private pay rate for these services upon written notification from the director of the Eldercare Center and written acceptance from the Community Services Manager of the City of Columbia and Boone County. Rate increases may not exceed \$5.00 per day during this contract period. With any rate increase there will be a corresponding decrease in the number of units to be provided.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2007 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.



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BOONE CTY

ADULT DAY CARE SVCS

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

TO THE EXTENT PERMITTED BY MISSOURI LAW AND WITHOUT WAIVING SOVEREIGN IMMUNITY,

VII.

Agency agrees that if a suit or claim is filed or made against the County based upon the Agency's performance under this agreement or the County's selection of Agency as a contracting agency or the County's failure to supervise or monitor Agency's performance under this agreement, Agency will defend the County against said suit or claim and pay whatever damages may be assessed against the County. Agency is entitled to use whatever defenses it has in law or fact against such claimants and County agrees to assist in the factual defenses raised by the Agency. County agrees that if a suit or claim is filed or made against the Agency based upon the County's performance under this agreement, County will defend the Agency against said suit or claim and pay whatever damages may be assessed against the Agency. County is entitled to use whatever defenses it has in law or fact against such claimants and Agency agrees to assist in the factual defenses raised by the County.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$2000.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2007, and ending on December 31, 2007; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

DS

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:

By:

BOONE COUNTY, MISSOURI

By:

Dave Swan 3/12/07

Asst. Vice Chancellor
Administrative Services

[Signature]

Commissioner

Secretary, Board of Directors

CERTIFICATION:

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

June Pitchford by KF 1/10/07
Auditor 1420-86631 \$ 2000.00 Date

ATTEST:

Wendy S. Nere
County Clerk

BUSINESS SERVICES
MU 3/31/07

APPROVED AS TO FORM:

[Signature]
County Counselor

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 30 day of January, 2007, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Child Abuse and Neglect Emergency Shelter, Inc. dba Rainbow House hereinafter called "Agency".

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Crisis Care for Children

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2007, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Crisis intervention services for children ages birth to eighteen whose parents have a need to place their child(ren) in temporary care on a voluntary basis due to family crisis and/or emergency. Parents must meet with agency staff and set goals for overcoming their crisis. Crisis care will be available 365 days of the year with services available until the current family crisis and/or emergency is resolved. The agency will provide approximately 17 units (24 hours of crisis care for one child) at an estimated cost of \$152.20 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2007 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone, its officers and employees, harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$2600.00 as follows:

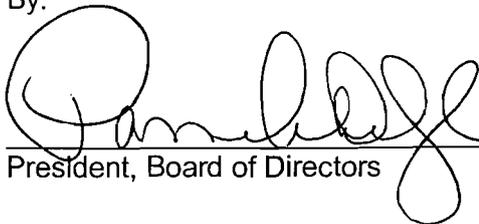
- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2007, and ending on December 31, 2007; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:

By:



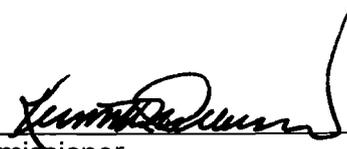
President, Board of Directors



Secretary, Board of Directors

BOONE COUNTY, MISSOURI

By:



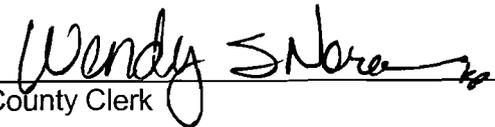
Commissioner

CERTIFICATION:

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

June Pitchford by KF 1/11/07
Auditor _____ Date _____
1420-86647 \$2600.00

ATTEST:



County Clerk

APPROVED AS TO FORM:



County Counselor

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 30 day of January, 2007, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Child Abuse and Neglect Emergency Shelter, Inc. dba Rainbow House hereinafter called "Agency".

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Clinical Services

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2007, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Clinical services designed to help prevent child abuse and neglect. Family-centered in-home and center-based educational and clinical services will be provided through the Family Advocate Program, HOPE support group, Over the Rainbow adolescent support group, adult survivors of abuse therapy group, and the Rainbow Kids Therapy program. The agency will provide approximately 11 units (one hour of counseling or clinical services) at an estimated cost of \$158.51 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2007 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone, its officers and employees, harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$1750.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2007, and ending on December 31, 2007; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

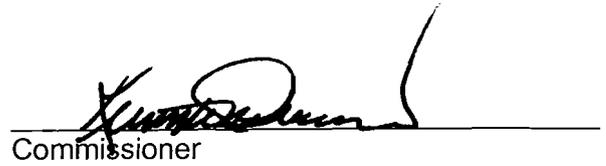
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:
By:

BOONE COUNTY, MISSOURI
By:



President, Board of Directors



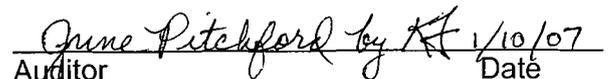
Commissioner



Secretary, Board of Directors

CERTIFICATION:

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

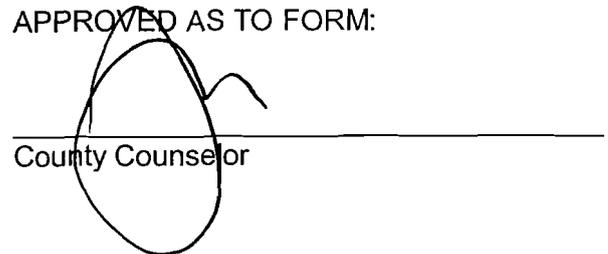

Auditor June Pitchford by KF 1/10/07 Date
1420-86647 \$1750.00

ATTEST:



County Clerk

APPROVED AS TO FORM:



County Counselor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

January Session of the January Adjourned

Term. 20 07

In the County Commission of said county, on the

30th day of January 20 07

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

Now on this day the County Commission of the County of Boone does hereby agree adopt the Criminal Cost Surcharge for Inmate Security Fund.

**Adoption Of Criminal Cost Surcharge
 For Inmate Security Fund**

In accordance with Section 488.5026, RSMo, as amended by House Committee Substitute for House Bill 1179, truly agreed to and finally passed by the 92nd General Assembly in its Second Regular Session, it is hereby ordered as follows:

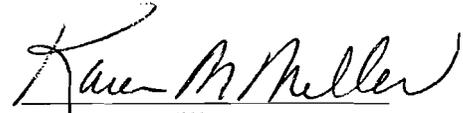
1. The Circuit Court of Boone County, Missouri, and all divisions thereof excluding municipal divisions, shall assess a surcharge of \$2.00 as additional court cost for each and every criminal case, including violations of county ordinances or regulations or violation of criminal or traffic laws of the state, all as permitted by subsection 1 of section 488.5026, RSMo, but excluding those cases which are dismissed, or those in which the defendant has been dismissed by the court or when court costs are to be paid by the state or county. Such surcharge shall include costs in juvenile court proceedings in which a child is found by the court to come within the applicable provisions of subdivision 3 of subsection 1 of section 211.031 RSMo.
2. It is further ordered in accordance of subsection 2 of section 480.5026, RSMo, that the Circuit Clerk shall collect and disburse such monies in accordance with sections 488.010-488.020, RSMo, and pay all such funds to the Treasurer of Boone County, Missouri.
3. The Treasurer is hereby directed to establish a county fund to be designated as the "Inmate Security Fund" and all such surcharges collected in accordance with this order be deposited therein.
4. All funds placed within the Inmate Security Fund shall be used for purposes authorized by subsection 3 of section 488.5026, RSMo, subject to budgeting and appropriation in accordance with the County Budget Law.
5. The surcharge hereby authorized shall be effective February 1, 2007, and thereafter.

Done this 30th day of January, 2007

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner