

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 10

County of Boone

In the County Commission of said county, on the

28<sup>th</sup>

day of January

20 10

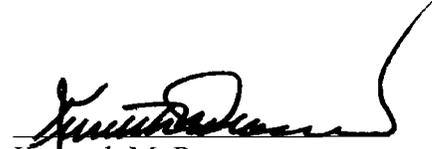
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve contract 74-20Dec09 – Country Squire Sanitary Sewer Neighborhood Improvement District to Emery Sapp & Sons, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 28<sup>th</sup> day of January, 2010.

ATTEST:

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

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

CONTRACT

THIS AGREEMENT, made on this 28 day of Jan, 2010, by and between Boone County, Missouri, by and through its County Commission, herein OWNER, and Emery Sapp & Sons, Inc. a Missouri Corporation of the County of Boone and State of Missouri, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

The Country Squire Sanitary Sewer Neighborhood Improvement District, as shown in the Contract Documents hereinafter called the project, for (the sum of One Hundred Twenty Six Thousand Eight Hundred Nine Dollars and Fifty Cents (\$126,809.50) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at its own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special General Requirements of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, along with Addendums 1 through 5, both inclusive, the specifications and contract documents therefore as prepared by Marshall Engineering and Surveying, Inc., 914 North College Avenue, Columbia, Missouri, 65201 herein entitled the Architect/Engineer, and as enumerated in Section 01010 of the Special Requirements, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 150 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of 100.00 for each consecutive calendar day thereafter as hereinafter provided in Section 15 of the general Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Section 19, "Payments to Contractor," of the General Conditions.

The CONTRACTOR agrees to comply with all Federal and State labor standards, and non-discrimination employment requirements as set forth in these Contract Documents. That the Contractor agrees to comply to the requirements of the Prevailing Wage Rate as established by the Missouri Department of Labor and Industrial Relations and as made a part of these Contract Documents, and the Minority Business Enterprise Utilization. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

**Conflict between Federal Prevailing Wage and Missouri Prevailing Wage** – Notwithstanding anything to the contrary herein, the Contractor must pay the greater of the prevailing wage determination for a particular category as determined under the applicable federal and state wage orders whenever the federal and state wage orders differ.

**Buy American Provision**

The Contractor acknowledges to and for the benefit of Boone County and the State of Missouri that it understands the goods and services under this Agreement are being funded with monies made available by the federal American Recovery and Reinvestment Act of 2009 (ARRA) (or are being made available for a project being funded with monies made available by the federal ARRA) and such law contains provisions commonly known as "Buy American;" that requires all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without prior written consent of the State.

IN WITNESS THEREOF, the parties to these presents have executed this contract in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 1-28-2010 at Columbia, Missouri. (Date)

CONTRACTOR:  
EMERY SAPP & SONS, INC.

OWNER:  
BOONE COUNTY, MISSOURI

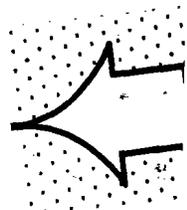
By: [Signature]  
Authorized Representative Signature

By: [Signature]  
Kenneth M. Pearson, Presiding Commissioner

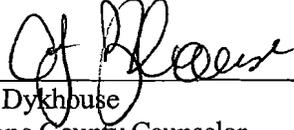
By: Shawn N. Sapp  
Authorized Representative Printed Name

Title: Treasurer

ATTEST:  
Wendy S. Noren  
Wendy Noren, County Clerk



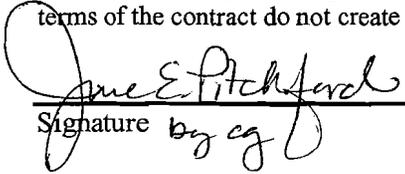
Approved as to Legal Form:



CJ Dykhuse  
Boone County Counselor

**AUDITOR CERTIFICATION**

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.)

  
Signature by *eg*

1/28/10  
Date

5250-71100- \$126,809.50

Appropriation Account

41 -2010

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

Term. 20 10

In the County Commission of said county, on the 28<sup>th</sup> day of January 20 10

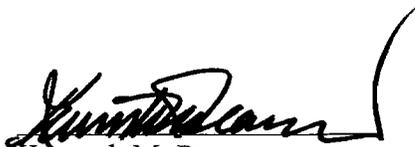
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Demonstration Monitoring Service Agreement (no 113009CW1) between BI Incorporated and Boone County, Missouri. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 28<sup>th</sup> day of January, 2010.

ATTEST:

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

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

Copy waiting on original from Pet Bakes 41-2010  
set on 1-29  
3:40 PM

**DEMONSTRATION MONITORING SERVICE AGREEMENT**

Agreement No. 113009CW1

This agreement ("Agreement") is made between BI INCORPORATED ("BI"), a Colorado corporation with its principal place of business at 6400 Lookout Road, Boulder, CO 80301 and BOONE COUNTY COMMISSION principal place of business at 705 East Walnut Street, Columbia, MO 65201. This Agreement outlines the responsibilities of each party relative to the demonstration of an Electronic Monitoring Program.

This Agreement by the stated parties is effective as of the date of full execution.

WHEREAS, Agency desires to implement a demonstration of the Electronic Home Detention Monitoring Program incorporating the products and services set forth in this Agreement, and

WHEREAS, Agency is authorized to enter into this Agreement by the laws and regulations to which Agency is subject; and

WHEREAS, Agency and BI agree that the terms and conditions of this Agreement apply to the products and services to be provided hereunder; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

**1. DEFINITIONS**

- 1.1. **Client:** A person sentenced and subject to Agency's electronic home detention monitoring program.
- 1.2. **Equipment or Unit:** BI manufactured products including, but not limited to, Field Monitoring Devices ("FMDs"), Transmitters, Cellular Unit, Drive-BI Monitors, Alcohol Monitoring Devices, as well as third party products provided by BI.
- 1.3. **Supplies:** Straps, latches, and batteries for the BI Transmitter.
- 1.4. **Alert Condition:** An occurrence requiring BI to provide information to Agency, as further set forth in the attached Exhibit A.
- 1.5. **Authorized Personnel:** Those persons selected by Agency who are authorized to enroll Clients and select or adjust notification options.
- 1.6. **Notification Options:** Predefined parameters selected by Agency which instruct BI on how to respond to and notify Agency of an Alert Condition.
- 1.7. **BI Cellular Unit :** Used in conjunction with BI HomeGuard®, it enables BI's electronic monitoring services to be installed without a telephone line connected to the Client's home. Cellular telephone service must be available within the Client's home.

**2. SERVICES AND RESPONSIBILITIES OF BI**

**2.1. Training**

BI will supply initial on-site training for Agency staff at no charge prior to the commencement of the monitoring program. The training shall be divided into classroom-type and practical hands-on instruction. Agency may choose to expand this training into additional and/or periodic training. Actual out of pocket expenses for all additional and/or periodic training, including one BI staff person's travel, room, board, and miscellaneous expenses will be borne by Agency.

**2.2. Monitoring Services**

For the purposes of this demonstration, BI will provide the following monitoring services to Agency for Agency's operation of an electronic home detention monitoring program. The monitoring services provided hereunder are specifically designed to determine by electronic means the presence of a person at a specified location (typically that person's place of residence).

2.2.1. BI will perform the functions of data entry and data storage for all properly enrolled Clients. The data entry function consists of the input of all required demographic, curfew, and system configuration information on each case into the central host computer system.

**2.2.2.** BI will maintain twenty-four (24) hour, seven (7) days per week monitoring of Clients who are properly enrolled hereunder by Agency.

**2.2.3.** BI will provide notification of Alert Conditions to authorized and identified Agency staff. Alert notification will be in accordance with Section 2.2.7 herein or as agreed upon in writing by Agency and BI.

**2.2.4.** Alert Condition and Equipment status information for each Client will be documented and maintained by BI. Upon a Client's completion of the monitoring term, BI will archive a termination record of all monitoring data compiled during the monitoring term. Upon the expiration of this Agreement, all termination records will be forwarded to Agency.

**2.2.5.** BI will assume the financial responsibility of all long distance telephone charges associated with Unit and central host computer communications.

**2.2.6.** BI will assume the financial responsibility for the cost associated with the shipping of Units and other equipment to and from the Agency.

### **2.2.7. Notification Options**

BI's Notification Options are set forth below. Prior to the commencement of the services provided hereunder, Agency will select a default Notification Option for the enrollment of Clients (the "Agency Level Notification Option"). This selection will be made on a BI Agency Level Notification Form. The Agency Level Notification Option may be changed by Agency's Authorized Personnel at any time with the submission of a new Agency Level Notification Form. Unless otherwise specified by Agency at enrollment, Clients will be assigned the selected Agency Level Notification Option.

During the enrollment of any Client, or during the monitoring term of such Client, Agency's Authorized Personnel may select a Notification Option other than the previously selected Agency Level Notification Option. Such selection will be set forth on either the Client Enrollment or Client Change Form. Selections set forth on either the Client Enrollment or Client Change Form will take precedence over the Agency Level Notification Option.

Equipment status alerts will be reported via the Agency Level Notification Option. Agency will be notified according to the Agency Level Notification Form.

#### **2.2.7.1. Option 1**

On a 24 hour, 7 day per week basis, all curfew and Equipment status alerts in excess of thirty (30) minutes will be reported to Agency staff immediately upon the completion of a thirty (30) minute period from the occurrence of the Alert Condition or as soon as possible thereafter. All tampers and missed call messages will be reported to Agency staff within fifteen (15) minutes of the monitoring center's receipt of those messages or as soon as possible thereafter. All other messages will be reported to Agency the next day via facsimile transmission of the daily summary report.

#### **2.2.7.2. Option 2**

All tampers and missed call messages will be reported to Agency staff within fifteen (15) minutes of the monitoring center's receipt of those messages or as soon as possible thereafter. All other messages will be reported to Agency the next day via facsimile transmission of the daily summary report. Notification Option 2 applies seven (7) days per week, including weekends and holidays.

#### **2.2.7.3. Option 3**

All Alert Conditions will be reported to Agency the next day via facsimile transmission of the daily summary report.

Deviations from the Standard Notification Options may be made by submitting a revised Agency Level Notification Form signed by Authorized Personnel. Agreed upon deviations may subject the Agency to an increase in the Monitoring Service Charge.

### **2.3. Customer Support**

BI will provide Agency with its best efforts to answer specific customer support requests as related to the Equipment, monitoring services, and overall operation of the program.

## **2.4. Maintenance**

BI shall maintain the Equipment at its expense. Maintenance will be performed at BI's facility. Notwithstanding such obligation, unless otherwise specified in Exhibit B. During the term of the Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged BI TAD Units.

## **3. MONITORING SYSTEM**

**3.1. Description** - The monitoring system used hereunder is an active monitoring system consisting of a radio frequency transmitter ("Transmitter"), a Field Monitoring Device ("FMD"), and BI's central host computer system. Transmitters and FMD's are considered field equipment ("Units") and are issued to the Clients by Agency. The central host computer system is located in BI's offices. The Units communicate with the host computer system through the Clients' standard telephone service.

**3.2. General** - BI shall supply the number of Units as set forth on Exhibit B hereto.

BI shall supply, at no charge to Agency, a reasonable quantity of Unit supplies (batteries, latches, and straps) and a reasonable quantity of installation kits (Unit activator, lead cutter, allen driver) to maintain the demonstration monitoring program. Agency shall return the installation kits and all excess Unit supplies to BI upon the termination of the demonstration.

## **4. AGENCY'S OBLIGATIONS**

Agency agrees as follows:

- 4.1. to retain complete authority for case selection and case management;
- 4.2. to be responsible for all liaison work with the involved courts and/or agencies;
- 4.3. to provide to BI required Client case and curfew information. This required information includes essential demographic and case information as well as the establishment of daily curfews;
- 4.4. to identify and make available Agency staff and/or equipment (i.e.: fax, pager) for the purpose of BI notification of Client alerts and equipment status problems;
- 4.5. to perform or oversee Client orientation and installation of equipment in compliance with BI policy. BI policy establishes a specifically correct method of equipment installation. Client orientation, in accordance with BI policy, establishes equipment use guidelines. Agency will ensure that equipment assignment responsibility forms are signed by the Clients;
- 4.6. to establish alert notification parameters, in accordance with Section 2 herein, and alert response policy and to respond to alerts in accordance with that policy.
- 4.7. to be responsible for the proper use, management and supervision of the Equipment. Agency agrees that BI will not be liable for any damages caused by Agency's failure to fulfill these responsibilities.
- 4.8. to assume the financial responsibility for the cost associated with replacing lost, stolen, or damaged Units.

## **5. COST OF SERVICES**

There will be no charge to the Agency for the services rendered hereunder.

## **6. TERM, TERMINATION**

The term of this Agreement shall be as set forth on Exhibit B (the "Term"), and shall commence upon confirmation of the first Unit installed on a Client. This Agreement will automatically terminate upon the expiration of the Term. This Agreement may be terminated prior to the expiration of the Term by either party upon written notification to the other party.

All notifications in respect to this Agreement shall be in writing and signed by a duly authorized representative of the party. Notification documents shall be sent by certified mail or delivered by messenger.

Upon proper notification, neither party shall be obligated to the other in any way outside those responsibilities defined in this Agreement. Notwithstanding, upon completion of BI services, Agency shall immediately return all property which was

supplied by BI. In the event BI's Units, unused supplies and other such property are not returned within seven (7) days from the date of termination, Agency shall pay to BI, eight dollars (\$8.00) per Unit per day until BI has all such Units and other property in its possession.

## **7. WARRANTIES**

### **7.1. Disclaimer of Warranty**

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, BI EXCLUDES THE WARRANTIES OF MERCHANTABILITY AND FITNESS OF THE SERVICE OR EQUIPMENT FOR A PARTICULAR PURPOSE. BI EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICE OR EQUIPMENT IS IMPERVIOUS TO TAMPERING. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED.

### **7.2. Damages**

IN NO EVENT WILL BI BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF BI HAS KNOWLEDGE OF THE POSSIBILITY OF THE POTENTIAL LOSS OR DAMAGE, IN CONNECTION WITH OR ARISING OUT OF THE PROVIDING, PERFORMANCE, OR USE OF THE SERVICE OR EQUIPMENT PROVIDED UNDER THIS AGREEMENT.

### **7.3. Acts**

IN NO EVENT DOES BI ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ACTS THAT MAY BE COMMITTED BY PERSONS AND/OR CLIENTS SUBJECT TO AGENCY'S ELECTRONIC MONITORING PROGRAM.

## **8. INDEMNIFICATION COVENANTS**

### **8.1. General**

BI will indemnify Agency from and against all liability resulting from the negligence or willful misconduct of BI, its employees and agents in the providing of the services set forth herein.

## **9. FORCE MAJEURE**

BI shall not be liable for any delay in performance or any nonperformance which is due to causes beyond BI's control, including, but not limited to, war, fire, floods, sabotage, civil unrest, strikes, embargoes or delays, acts of God, acts of third parties, acts of governmental authority or any agent or commission thereof, accident, breakdown of equipment, telecommunications services – both wireless and "land-line" systems, differences with employees or similar or dissimilar causes beyond BI's reasonable control.

## **10. AGREEMENT CONDITIONS**

Each party is obligated to protect the proprietary rights and trade secrets which must be revealed during the course of business. Such obligation shall be for the term of the Agreement and five (5) years thereafter. Protection shall be interpreted as against the use of such information in a way deemed detrimental to the other party. Publicly available information shall not be considered proprietary.

This Agreement is limited in its scope to its defined purpose. It in no way implies that either party has specific knowledge or bears responsibility for the business practices of the other party. All business practices and contract compliance outside the defined conditions of this Agreement and authorized amendments are the sole responsibility of each party.

Any provision of this Agreement which is found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. Preprinted terms and conditions of any purchase order or other instrument issued by Agency in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on BI and will not apply to this Agreement.

## **11. ENTIRE AGREEMENT**

The representations made in this Agreement constitute the entire agreement. No prior or contemporaneous negotiations, understandings, or agreements shall be valid unless in writing and signed by authorized representatives of each party.

**IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives, effective as of the latest date set forth below.**

**BI INCORPORATED**

**BOONE COUNTY COMMISSION**

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

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

Printed Name: Michael E. Hankerd

Printed Name: \_\_\_\_\_

Printed Title: Corporate Controller

Printed Title: \_\_\_\_\_

*NOT  
USED*



EXHIBIT A  
TO THE  
DEMONSTRATION MONITORING SERVICE AGREEMENT  
AGREEMENT NO. 113009CW1  
("Agreement")  
between  
BI INCORPORATED ("BI")  
and  
AGENCY NAME  
BOONE COUNTY COMMISSION ("Agency")

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**ALERT/MESSAGE DESCRIPTIONS**

**CURFEW ALERTS**

**Did Not Return:** The Client did not return after the scheduled period started. This message is sent if the Transmitter In Range message is not received within fifteen minutes after the Client is scheduled to be in the residence.

**Did Not Leave:** The Client did not leave the range of the FMD during a scheduled leave period. This message is only sent if the Transmitter Out of Range is not received within fifteen minutes of the leave time. This message is only sent if a *must leave* schedule is in place.

**Transmitter In Range:** Occurs when the FMD receives a message from a matching transmitter when the Client comes into range of the FMD.

**Transmitter Out of Range:** Occurs when the FMD has not received a signal from the transmitter for six minutes.

**TAMPER ALERTS**

**Transmitter Open Strap:** The Client has removed or attempted to remove the transmitter, or the transmitter was disassembled to replace the battery. If the Client tampered with the transmitter in range of the FMD, the tamper message will be called in immediately. If the transmitter is being operated in manual reset mode, and is tampered out of range of the FMD, the actual time of tamper is recorded and sent immediately when the Client comes in range. If the transmitter is being operated in manual reset mode, an officer must use the BI Activator to reset the transmitter.

**Transmitter Close Strap:** The transmitter is restored from its previous tamper status. If the transmitter is being operated in automatic mode and automatically resets while out of range of the FMD, the time of restoration will be recorded and sent immediately upon coming in range. Note: The transmitter must be properly affixed to the Client in order to receive this message. It is recommended that a physical inspection of the transmitter is conducted after receipt of this message.

**Tamper Unit Case:** The FMD case has been opened or the internal circuitry of the FMD has been disrupted.

**Restore Unit Case:** The FMD's previous tamper status has been restored.

**EQUIPMENT STATUS ALERTS**

**Missed Call Late:** The callback from the FMD has not been received within 45 minutes of the scheduled callback time.

**Power Fail AC:** Power to the FMD was interrupted. This message is sent eight seconds after the AC power is interrupted either by a power outage or by the power adapter being unplugged. When the power is interrupted, the FMD immediately switches to battery backup. The host computer then waits fifteen minutes to see if a restore message is called in from the FMD. If a restore message is not received within fifteen minutes, then the *Power Fail* message is sent and an alert is generated.

**Power Restore AC:** The power to the FMD has been restored.

Continuation of EXHIBIT A  
**ALERT/MESSAGE CONDITIONS**

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**Power Fail Telephone:** The FMD detected that the telephone line plugged into the FMD has been disconnected for more than thirty seconds. This message could also be the result of insufficient voltage.

**Power Restore Telephone:** The telephone line to the FMD has been restored.

**Unit Battery Low:** The internal FMD battery has approximately ten minutes of reserve power remaining. If this message is unable to be sent, the unit shuts down in ten minutes and all messages held in memory are lost.

**Manual Restart:** Indicates that the power switch has been keyed on. This message also is sent upon power restoration after complete depletion of the FMD's back up battery.

**Transmitter Not Found:** The FMD has not received a signal from the transmitter within six minutes following the installation.

**Transmitter Mode Automatic:** The transmitter tamper reset mode is set for automatic. If the transmitter is restored following a tamper, the transmitter will automatically reset seventeen minutes after proper installation.

**Transmitter Mode Manual:** The transmitter tamper reset mode is set for manual. In the manual mode, a tampered transmitter can only be reset by the BI Activator.

**Transmitter Error Battery Low:** The transmitter batter is low and must be replaced within five days.

**Transmitter Restore Battery:** The transmitter battery is now installed. This message is received when the FMD is first installed in the Client's residence (if the battery is transmitting).

**Location Verify Expire:** The host computer was unsuccessful in its attempt to call the FMD for a location verification.

**Location Verify No Data:** The host computer is unable to complete a location verification because the Client's residence telephone number was not entered into the database.

**Log Overflow Fault:** The FMD holds up to 64 messages in memory. The Log Overflow Fault message indicates that the memory is full and is stored in the event that a long duration problem has occurred such as a telephone line disconnection. Once the Log Overflow Fault message (64th messages) is recorded, all messages received thereafter are saved in order of priority. Example: Transmitter Open Strap.

### **COMMUNICATION MESSAGES**

**Carrier Not Detected:** The FMD did not receive a carrier tone from the host computer's modem and the messages were not transmitted.

**Host No Answer:** The FMD attempted to call the host computer, but received no answer.

**Line Tied Up Level 1:** The FMD attempted to call the host computer, but the line was in use. This message is recorded on the first series of attempts to call the host computer once connection has been made.

**Line Tied Up Level 2:** Same as Line Tied Up Level 1 except this message is recorded on the second series of attempts to call the host computer once connection has been made.

**Line Tied Up Level 3:** Same as Line Tied Up Level 1 except this message is recorded on the third series of attempts to call the host computer once connection has been made.

**Link Lost Error:** The FMD's communication with the host computer was interrupted and the information did not transfer. This messaged is usually caused by interference on the telephone line.

**No Ring Detected:** The FMD attempts to call the host, but does not detect a carrier tone.

EXHIBIT B  
to the  
DEMONSTRATION MONITORING SERVICE AGREEMENT  
AGREEMENT NO. 113009CW1  
("Agreement")  
between  
BI INCORPORATED ("BI")  
and  
AGENCY NAME  
BOONE COUNTY COMMISSION ("Agency")

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The term of this Agreement shall be Thirty (30) days (the "Term"), and shall commence upon confirmation of the first Unit installed on an Officer/Client.

**ACTIVE MONITORING SYSTEM:**

BI shall supply up to, but not to exceed:

Two (2) BI TAD™ Units\*,  
all to be monitored in accordance with the terms and conditions of this Agreement.

**\* BI TAD Commercial Availability:**

The parties agree and acknowledge that the terms of this Agreement are conditioned upon and subject to the availability of BI's TAD™ products and service. BI shall not be liable for any delay in performance due to limited availability of TAD products and service.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 10

County of Boone

In the County Commission of said county, on the

28<sup>th</sup>

day of January

20 10

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

Now on this day the County Commission of the County of Boone does hereby approve the Agreement for Animal Shelter and Related Services between the Central Missouri Humane Society and Boone County, Missouri. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioners are hereby authorized to sign said contract.

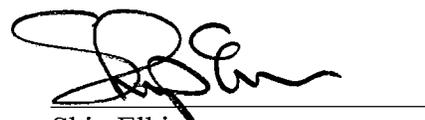
Done this 28<sup>th</sup> day of January, 2010.

ATTEST:

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

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

**AGREEMENT FOR ANIMAL SHELTER AND RELATED SERVICES**

This agreement is made and entered into this 28 day of Sept, 2010, 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 2010.
3. This agreement shall be in effect from January 1, 2010, up to and including December 31, 2010.
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:

Maria A. Furey  
MARIA A. FUREY  
Its: President, Board of Directors  
1-12-10

Boone County, Missouri  
By Boone County Commission

[Signature]  
Presiding Commissioner  
[Signature]  
District I Commissioner  
[Signature]  
District II Commissioner



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

Term. 20 10

In the County Commission of said county, on the 28<sup>th</sup> day of January 20 10

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

Now on this day the County Commission of the County of Boone does hereby approve the organizational use of the Courthouse Grounds by the Committee to Elect Sullivan for Columbia, on February 2<sup>nd</sup> from 9:15 am to 10:00 am.

Done this 28<sup>th</sup> day of January, 2010.

ATTEST:

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

Kenneth M. Pearson  
Kenneth M. Pearson  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

rcwa 1/26/2010  
Ken Pearson, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Skip Elkin District II Commissioner



Boone County Government Center  
801 E. Walnut, Room 245  
Columbia, MO 65201  
573-886-4305 • FAX 573-886-4311  
E-mail: commission@boonecountymo.org

# Boone County Commission

43-2010

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Roger B Wilson Government Center or Centralia Satellite Office as follows:

Description of Use: Press Conference - Campaign Announcement

Date(s) of Use: Feb 2, 2010

Time of Use: From: 9:15 a.m./p.m. thru 10:00 a.m./p.m.

Facility requested:  Courthouse Grounds  - Courtyard Square  - Chambers  - Rm220  - Rm208  - Rm139   
 Centralia Office

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.
6. Organizations and user groups must provide any and all equipment needed for their event or presentation (i.e.; TV, projector, microphones, etc.)
7. Boone County reserves the right to cancel or alter your meeting schedule due to an emergency or any conflicts in scheduling for governmental use. If this should occur we would make every effort to contact you in ample time.

Name of Organization/Person: Committee to Elect Sullivan for Columbia SID SULLIVAN

Organization Representative/Title: Sid Sullivan Candidate

Address/Phone Number: 2980 Maple Bluff Columbia 234-2374

Date of Application: 1/25/2010

## PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

Wendy S. Noreuks  
County Clerk

[Signature]  
County Commissioner

DATE: 1-28-10

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 10

County of Boone

In the County Commission of said county, on the

28<sup>th</sup>

day of January

20 10

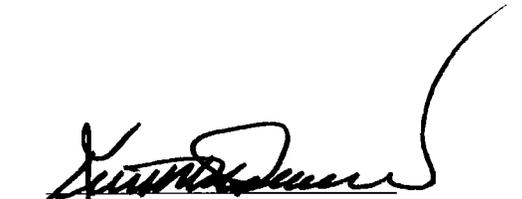
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the organizational use of Boone County Facilities by the Boone County Farmers Market, on February 19<sup>th</sup> and March 19<sup>th</sup>, 2010 from 6:00 am to 10:00 am.

Done this 28<sup>th</sup> day of January, 2010.

ATTEST:

Wendy S. Noren KS  
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 JAN 27 2010

# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Roger B Wilson Government Center or Centralia Satellite Office as follows:

Description of Use: Annual membership meetings

Date(s) of Use: February 19, 2010 and March 19, 2010

Time of Use: From: 6 a.m.(/p.m.) thru 10 a.m.(/p.m.)

Facility requested: Courthouse Grounds  - Courtyard Square  - ~~(Chambers)~~  - Rm220  - Rm208  - Rm139   
Centralia Office

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.
6. Organizations and user groups must provide any and all equipment needed for their event or presentation (i.e.; TV, projector, microphones, etc.)
7. Boone County reserves the right to cancel or alter your meeting schedule due to an emergency or any conflicts in scheduling for governmental use. If this should occur we would make every effort to contact you in ample time.

Name of Organization/Person: Boone County Farmers Market

Organization Representative/Title: Donald Waterman, President

Address/Phone Number: 1605 Kenilworth Drive, Columbia, MO 65203 (H) 573-817-5931; (W) 573-884-5904

Date of Application: January 27, 2010

## PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

Wendy S. Noren <sup>KS</sup>  
County Clerk

[Signature]  
County Commissioner

DATE: 1-28-10

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

Term. 20 10

In the County Commission of said county, on the 28<sup>th</sup> day of January 20 10

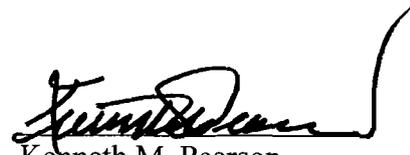
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, February 2, 2010. The closed session will follow the 9:30am Commission meeting. The meeting will be held in Room 243 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by 610.021 (3) RSMo. to discuss the hiring, firing, disciplining or promoting of particular employee by a public governmental body when personal information about the employee is discussed or recorded.

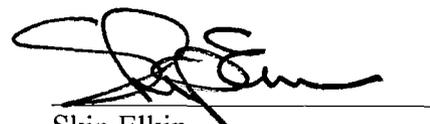
Done this 28<sup>th</sup> day of January, 2010.

ATTEST:

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

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner