CERTIFIED COPY OF ORDER

STATE OF MISSOURI
County of Boone

May Session of the April Adjourned

Term. 20

Term. 20

10

To day of May

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 between Boone County, Missouri and the Village of Pierpont for Revenue Sharing services including snow weather removal services. 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 6th day of May, 2010.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

mille.

Skip Elkm

District II Commissioner

BOONE COUNTY / VILLAGE OF PIERPONT COOPERATIVE AGREEMENT (Revised March 22, 2010)

THIS AGREEMENT dated this ______ day of _______, 2010, is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County," and the Village of Pierpont, a municipal corporation and political subdivision of the State of Missouri herein "Village".

WITNESSETH:

WHEREAS, County has Revenue Sharing funds available to fund mutually beneficial Village/County projects, including snow weather event services, in excess of the County's mandatory contribution to Village as required by Section 137.556 RSMo, and

WHEREAS, Village has desires to participate in the revenue sharing with the County, and

WHEREAS, County is willing to enter into a cooperative agreement with the Village for the weather event services under certain terms and conditions as set out herein, and

WHEREAS, it is contemplated that the County will encumber funds not used for weather event purposes, as set out herein, for use by the Village for an approved road project in the future at such time as there is a sufficient balance in the fund for that purpose provided the Village complies with the requirements set out herein; and

WHEREAS, both parties are empowered to enter into cooperative agreements for the purposes herein stated pursuant to Section 70.220 and Section 229.040 RSMo.

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

- The County hereby agrees to budget funds in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) for FY10.
- 2. County will provide services relating to inclement weather events, including but not limited to road pre-treatment, plowing and clean-up blading, consistent with the level of service provided to similar, primary roads within the County, to the road within the Village which is contiguous to existing County road plow routes.
- 3. From the budgeted funds set out herein, the sum of Two Hundred Dollars (\$200.00) per "weather event" shall be considered used and paid in-kind by Boone County to Pierpont. "Weather event" shall mean any weather-preparedness activity engaged in, including but not limited to, road pre-treatment, plowing and clean-up blading consistent with the level of service provided to similar, primary roads within the County, for any one, 24-hour period.
- 4. Any remaining, unused budgeted funds as documented and approved on the Pierpont Weather Event Reconciliation Form, shall be carried forward to future years, through the issuance of a Purchase Order to the Village in the amount of any remaining funds, to use on mutually-agreed projects in the Village provided the Village, prior to January 15, 2011, completes the Pierpont Weather Event Reconciliation Form, attached hereto and incorporated herein by reference, and returns the same to: Boone County Public Works, Attn: Manager, Maintenance Operations Division, Pierpont Weather Event Reconciliation, 5551 Highway 63 South, Columbia, MO 65201. In the event that the form is not completed and returned to Public Works by January 15, the Village will forfeit any budgeted

funds for the immediately preceding fiscal year. All revenue sharing projects for the Village shall be subject to the same revenue sharing polices and criteria used by the County for other municipal revenue sharing of a similar nature.

- 5. In consideration of the receipt of the funds provided for herein, the Village agrees to abide by the following terms and conditions:
 - a. The Village acknowledges that it is receiving value in a sum not less than Two Thousand Five Hundred Dollars (\$2,500.00) from the County for weather event services and set aside for mutually-agreed road projects.
 - b. To cooperate with any Audit by the County or its designated auditor upon request for purposes in determining whether the funds allocated to the Village from the County under this agreement have been expended in compliance with this agreement.
 - c. It is agreed that the Village shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone 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.
 - d. To comply with the revenue sharing policies and criteria of the County.
- 6. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.

7. This agreement shall be binding upon and inure to the benefit of the parties hereto and their successors in interest.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorized officers on day and year indicated by their signature below.

<u> </u>
_

CERTIFICATION:

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 opets arising from this contract.

Auditor

Auditor

Date
2049-71450

VILLAGE OF PIERPONT WEATHER EVENT RECONCILIATION FORM

FY10 Budget:

\$2,500.00

Return by January 15 to:

Signature	Date	Amount
		fficient unencumbered appropriation ising from this contract.
FY10 Purchase Order	Amount = FY10 Budget - FY10	Total Weather Event Charges:
To be completed by	Boone County Auditor:	
	Dated:	
	Manager,	Maintenance Operations Division
Total Weather	Event Charges:	
Number of 'v	Veather Events" for FY10:	x \$200.00
To be completed by	Boone County Public Works:	
	Dated:	
	Chair, Bo	pard of Trustees
	e County Public Works Departm	
		chase Order issue on any remaining, etion for weather event services as
To be completed by	Village of Pierpont:	
Boone County Public Attn: Manager, Mair Pierpont Weather Ev 5551 Highway 63 So Columbia, MO 6520	ntenance Operations Division ent Reconciliation outh	
Attn: Manager, Main Pierpont Weather Ev 5551 Highway 63 So	ntenance Operations Division ent Reconciliation outh	

CERTIFIED COPY OF ORDER

May Session of the April Adjourned

County of Boone

In the County Commission of said county, on the

May Session of the April Adjourned

Term. 20

10

10

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

Now on this day the County Commission of the County of Boone does hereby approve Amendment Number One to cooperative contract 196/2007 Window Works with Marathon Office Interiors (previously Pioneer Window Works). It is further ordered the Presiding Commissioner is hereby authorized to sign said amendment.

Done this 6th day of May, 2010.

ATTEST:

Wendy S. Noren Clerk of the County Commission Karen M. Miller

District I Commissioner

Kenneth M. Pearson Presiding Commissioner

Skip Elkin

District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB Director



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

MEMORANDUM

COPY

TO:

Boone County Commission

FROM:

Melinda Bobbitt, CPPB

DATE:

April 26, 2010

RE:

Amendment Number One - 106/2007 - Window Works

Cooperative contract 106/2007 – Window Works was approved for use by commission on November 4, 2008, commission number 515-2008. Pioneer Window Works was recently purchased by Marathon Officer Interiors of Columbia, Missouri. Marathon agrees to honor the existing contract's terms and conditions. The attached amendment changes the name on the contract from Pioneer Window Works to Marathon Office Interiors.

This is a County-Wide term and supply contract.

cc:

Bid File

Commission Order: 31-2010

CONTRACT AMENDMENT NUMBER ONE PURCHASE AGREEMENT FOR WINDOW SHADES CONTRACT # 196/2007

The Agreement dated November 4, 2008 made by and between Boone County, Missouri and Pioneer Window Works for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. REPLACE Contractor Name and Address with the following:

Marthon Office Interiors 1715 Paris Road Columbia, Missouri 65201

2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

MARATHON OFFICE INTERIOS 600	BOONE	COUNTY, MISSOURI
title President	_ Sui	County Commission 1. Pearson, Presiding Commissioner
APPROVED AS TO FORM: County Counselo	ATTEST: Wendy S.	Noren, County Clerk
AUDITOR CERTIFICATION In accordance with RSMo 50.660, I hereby certify that a sis available to satisfy the obligation(s) arising from this coif the terms of this contract do not create a measurable coif the terms of this contract.	ontract. (Note: 0	Certification of this contract is not required this time.) County-Wide Term and Supply No Encumbrance Reguired
Signature by ch	Date	Appropriation Account

232 -2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI	1	May Session of the	April Adjor	urned	Term. 20	10
County of Boone	J ea.					
In the County Commission	on of said county,	on the	6 th	day of May	20	10

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

Now on this day the County Commission of the County of Boone does hereby award bid 10-23Mar10– Auction Services for the Boone County Sheriff's Department to Missouri Auto Auction. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 6th day of May, 2010.

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

MEMORANDUM

TO:

Boone County Commission

FROM:

Melinda Bobbitt, Director of Purchasing

DATE:

April 16, 2010

RE:

10-23MAR10 - Auction Services

The Request for Proposal for Auction Services closed on March 23, 2010. Two proposal responses were received. The Sheriff's office recommends award to Missouri Auto Auction for offering the best bid for the County for the following reasons:

- Missouri Auto Auction offered the lowest bid price and highest estimated sale price.
- They are local. This will allow the Sheriff's office to see the cars before they are sold and allow attendance at the actual auction. This also allows the option of not selling vehicles if the bids are not favorable.
- They will pick all the vehicles up at the same time and then keep them in one secure location until the sale.
- They provide marketing and advertisement of the vehicles, along with Internet bidding to increase chances of a higher sale price.

Cost for vehicle disposal is as follows:

Sale & Transportation Fee for Each Vehicle:

\$150.00

Detail Pricing per Vehicle:

\$150.00

Other Expenses:

Fuel:

\$3.25/gallon

Flat Repair Per Tire:

\$0.00/air

\$25.00/patch

Battery Installation:

\$55.00

This is a County-Wide contract that will probably be used primarily by the Sheriff's office for disposal of their surplus vehicles.

Attached is the Bid Tabulation for your review.

ATT: Bid Tabulation

cc:

Chad Martin, Sheriff Office

Proposal File

PURCHASE AGREEMENT FOR

AUCTION SERVICES FOR SUPRLUS VEHICLES TERM AND SUPPLY

THIS AGREEMENT dated the			
Boone County, Missouri, a political subdivision	n of the State	of Missouri thro	ough the Boone County
Commission, herein "County" and Missouri A	uto Auction,	herein "Contrac	ctor".

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 Auction Services for Surplus Vehicles Term and Supply, County of Boone Request for Proposal number 10-23MAR10, any applicable addenda, and Missouri Auto Auction proposal response dated March 23, 2010, executed by Kevin Brown 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 proposal response may be permanently maintained in the County Purchasing Office for this proposal if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Request for Proposal 10-23MAR10 and any applicable addenda shall prevail and control over the Contractor's proposal response.
- 2. Contract Duration This agreement shall commence on May 1, 2010 and extend through June 30, 2011 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) additional one (1) year periods 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.
- 3. Purchase The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items/service per the proposal specifications, and responded to on the Response / Pricing Page, and in conformity with the contract documents for the prices set forth in the Contractor's proposal response, as needed and as ordered by the County. Pricing shall remain firm through the end of the fourth renewal period as follows:

Sale & Transportation Fee for Each Vehicle: \$150.00 Detail Pricing per Vehicle: \$150.00

Other Expenses:

Fuel: \$3.25/gallon

Flat Repair Per Tire: \$0.00/air \$25.00/patch

Battery Installation: \$55.00

- 4. Billing and Payment All billing shall be invoiced to the department that ordered the services, and billings may only include the prices listed in the Contractor's proposal response. No additional fees, taxes or extra services not included in the proposal response shall be included as additional charges in excess of the charges in the Contractor's proposal response to the specifications. The County agrees to pay all correct monthly invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its proposal 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.
- 5. Binding Effect This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

Commission O	der#
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- 6. 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.
- 7. 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.

MISSOURI AUTO AUCTION by Latitle Grandon No London Columbia, No London	by: Boone County Commission Kenneth M. Pearson, Presiding Commissioner
APPROVED AS TO FORM: County Counse of	ATTEST: Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Signature County-Wide Term/Supply

No encumbrance required

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI May Session of	the April Ad	journed	Term. 20	10
County of Boone				
In the County Commission of said county, on the	6 th	day of May	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 the Surplus Disposal of the following items listed in the attached memorandum.

Done this 6th day of May, 2010.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen/M. Miller

District I Commissioner

District II Commissioner

Boone County Purchasing David Eagle Office Specialist



601 E. Walnut, Room 205 Columbia, MO 65201 Phone: (573) 886-4394

MEMORANDUM

TO:

Boone County Commission

FROM:

David Eagle Surplus Disposal

RE: DATE:

May 3, 2010

The Purchasing Departments requests permission to dispose of the following list of surplus equipment.

	Asset #	Description	Make	Model	Condition of Asset	Serial #
1.	NO TAG	BANKERS BOX OF LEGAL HANGING FILE FOLDERS			GOOD	
2.	6883	ELECTRIC TYPEWRITER	IBM	WHEELWRITER 30, SERIES II	NOT WORKING	
3.	7954	TELEPHONE	BLACK MERIDAN	NT4X35	NOT WORKING	
4.	NO TAG	ATOMIC COMMERCIAL CLOCK	CHICAGO LIGHTHOUSE INDUSTRIES		POOR	
5.	12064	8 MM VIDEO CAMERA	CANNON	ES190	POOR	
6.	6702	2-WAY RADIO	MOTOROLA		UNKNOWN	
7.	6699	2-WAY RADIO	MOTOROLA		UNKNOWN	
8.	7996	2-WAY RADIO	MOTOROLA		UNKNOWN	
9.	7402	HIGH BACK GREY CHAIR			POOR	
10.	NO TAG	WALL MOUNTED DRINKING FOUNTAIN	ELKAY		GOOD	

11.	NO TAG	WALNUT DESK RETURN AND DRAWERS			
12.	NO TAG	MISC METAL PART OF WORKSTATIO N (POSSIBLE OVERHEAD)		GOOD	
13.	NO TAG	SMALL BROWN METAL INDEX CARD CABINET WITH 3 DRAWERS		GOOD	
14.	11859	CHAIR	CRAMER – MULTI SHIFT	POOR	

cc: Caryn Ginter, Auditor Surplus File

RECEIVED

BOONE COUNTY AUDITOR
DATE: 3/5/10 FIXED ASSET TAG NUMBER: 3/5
DESCRIPTION Carge bankles box of legal hanging fill
REQUESTED MEANS OF DISPOSAL: TRADE SULL VOICE VIEW
OTHER INFORMATION:
CONDITION OF ASSET: CYCO
REASON FOR DISPOSITION: NO LONGEN MED C
DESIRED DATE FOR ASSET REMOVAL TO STORAGE: OF COMPARTMENT: J J C SIGNATURE A SUMMER OF COMPARTMENT.
AUDITOR ORIGINAL PURCHASE DATE ORIGINAL COST ORIGINAL FUNDING SOURCE 7 TRANSFER CONFIRMED
COUNTY COMMISSION / COUNTY CLERK
APPROVED DISPOSAL METHOD:
TRANSFER DEPARTMENT NAME NUMBER
LOCATION WITHIN DEPARTMENT
INDIVIDUAL
TRADEAUCTIONSEALED BIDS
OTHER EXPLAIN
COMMISSION ORDER NUMBER
DATE APPROVED OS/OC/2010
bed to the la

RECEIVED

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY MAR 1 5 2010 **BOONE COUNTY AUDITOR** FIXED ASSET TAG NUMBER: DESCRIPTION: Tan hocker. 34 w x 70 "h x 18" d 2 upper 2 lower Lockers what six of 12" x 36" 18" - 2 lockes frame Mid REQUESTED MEANS OF DISPOSAL: FRADE Level shelves - med padlod C OTHER INFORMATION: OTHER INFORMATION: CONDITION OF ASSET: C REASON FOR DISPOSITION: MO LONGE MED DESIRED DATE FOR ASSET REMOVAL TO STORAGE: **AUDITOR** Receipt into: 1190-3835 ORIGINAL PURCHASE DATE ORIGINAL COST ORIGINAL FUNDING SOURCE TRANSFER CONFIRMED **COUNTY COMMISSION / COUNTY CLERK** APPROVED DISPOSAL METHOD: TRANSFER DEPARTMENT NAME LOCATION WITHIN DEPARTMENT INDIVIDUAL TRADE AUCTION SEALED BIDS OTHER **EXPLAIN** COMMISSION ORDER NUMBER DATE APPROVED

RECEIVED

DATE: 3/15/10	FIXED ASSET TAG	NUMBER: N/A	BOONE COUNTY AUDITOR
DESCRIPTION: BLUE LOCA APPLICATION SINGLE REQUESTED MEANS OF DISPOSA	Cerlunt 72" 12" ×48" ×12" LI TRADE SWI	x59"hX12"d each-llocker moshell-ke	has appearant
OTHER INFORMATION: - SLO	Seel in pad cap is ne	stalled-3l morable do	oped Cap rave flat top
CONDITION OF ASSET: QULC	17	4" (ogs tos	et of floor
REASON FOR DISPOSITION: MC	lougu mee	d	·
DESIRED DATE FOR ASSET REMO	OVAL TO STORAGE:	roop	4
DEPARTMENT: JJC	SIGNATURĮ	3 Q Schul	
AUDITOR ORIGINAL PURCHASE DATE ORIGINAL COST ORIGINAL FUNDING SOURCE	7	Receipt into: <i> 190 -383</i> , TRANSFER CONFIRMI	-
COUNTY COMMISSION / COUN	₹TY CLERK		
APPROVED DISPOSAL METHOD:			
TRANSFER DEPARTM	MENT NAME	NUMI	BER
LOCATIO	N WITHIN DEPARTMENT	· .	
. INDIVIDU	JAL		
TRADEAUCT	IONSEALEI	BIDS	
OTHER EXPLAIN			
COMMISSION ORDER NUMBER_			
DATE APPROVED 05/06/20	210	•	·
SIGNATURE LIMITADA	Jens (

RECEIVED

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY_{MAR 1} 5 2010

DATE: $3/(5/10)$ FIXED ASSET TAG NUMBER: $0/16$	BOONE COUNTY AUDITOR
DESCRIPTION: Blue Locker und -48" W X59" h X 12" d Approximated 12" X48" X12 each - 3 have up REQUESTED MEANS OF DISPOSAL: FRADE I does mot - Keylo Sele Mot M54	4 Lockers epershelf
OTHER INFORMATION: SLOPED COP'S removable to have this would take 7 h off height. 4 h log's to second to have	locus- iculas flat vop
CONDITION OF ASSET.	er of proo
REASON FOR DISPOSITION MOLONGER MOLONGER MOLONGER	
DESIRED DATE FOR ASSET REMOVAL TO STORAGE:]
DEPARTMENT: JJC SIGNATURE D'SCHULL	
AUDITOR Receipt into:	
ORIGINAL PURCHASE DATE ORIGINAL COST ORIGINAL FUNDING SOURCE TRANSFER CONFIRMED	
COUNTY COMMISSION / COUNTY CLERK	
APPROVED DISPOSAL METHOD:	
TRANSFER DEPARTMENT NAMENUMBER_	
LOCATION WITHIN DEPARTMENT	t .
INDIVIDUAL	
TRADEAUCTIONSEALED BIDS	
OTHER EXPLAIN	
COMMISSION ORDER NUMBER	
DATE APPROVED 05/06/2010	•
SIGNATURE Seuthber Curr	

DATE: 3-12-10	FIXE	D ASSET TAG NI	UMBER: 6883
DESCRIPTION: Electric	Гуреwriter, IBM Wheel [,]	writer 30, Series II	
REQUESTED MEANS OF	DISPOSAL: any		MAR 1 2 2010 BOONE COUNTY AUDITOR
OTHER INFORMATION:			
CONDITION OF ASSET:	Not Working		
REASON FOR DISPOSIT	ION: Not Working		
COUNTY / COURT IT DE item is applicable to compu		S NOT WISH TO	TRANSFER THIS ITEM FOR ITS OWN USE (this
DESIRED DATE FOR ASS	SET REMOVAL TO ST	TORAGE: ASAP	
DEPARTMENT: 1160		SIGNATURE_	Arlutzel
AUDITOR ORIGINAL PURCHASE D	,	90	RECEIPT INTO 1190-3835
ORIGINAL COST	814.00		
ORIGINAL FUNDING SO ASSET GROUP	urce <u>27,3/</u> /601	<u> </u>	TRANSFER CONFIRMED
COUNTY COMMISSION	/ COUNTY CLERK	·	
APPROVED DISPOSAL M	IETHOD:	•	
TRANSFER I	DEPARTMENT NAME		NUMBER
I	OCATION WITHIN D	EPARTMENT	
1	NDIVIDUAL		
TRADE	AUCTION	SEALED B	IDS
OTHER EXPL	AIN		
COMMISSION ORDER N	JMBER	<u> </u>	
DATE APPROVED	104/2010		
SIGNATURE	untils leur		

DATE: 3-12-10	FIXED	ASSET TAG NU	JMBER: 7954	
PROCEDURATION TO A	Di LACUI AMAN	705 D	1	RECEIVED
DESCRIPTION: Telephon	e, Black Meridian N14X	(35 Business Hand	iset	MAR 1 2 2010
REQUESTED MEANS OF	DISPOSAL: any			BOONE COUNTY AUDITOR
OTHER INFORMATION:				
CONDITION OF ASSET:	Not Working			
REASON FOR DISPOSITI	ON: Not Working			
COUNTY / COURT IT DElitem is applicable to comput		NOT WISH TO	TRANSFER THIS ITEM	FOR ITS OWN USE (this
DESIRED DATE FOR ASS	SET REMOVAL TO STO	ORAGE: ASAP		` 1
DEPARTMENT: 1160		SIGNATURE _	Munn	uhel
<u>AUDITOR</u> ORIGINAL PURCHASE D		93	RECEIPT INTO	1190-3835
ORIGINAL COST	283.36	2		
ORIGINAL FUNDING SOU ASSET GROUP	JRCE <u>273</u> 		TRANSFER CONFIRM	3D
COUNTY COMMISSION	/ COUNTY CLERK	P		
APPROVED DISPOSAL M	ETHOD:			
TRANSFER D	DEPARTMENT NAME_		NUMI	3ER
L	OCATION WITHIN DE	EPARTMENT		
n	NDIVIDUAL			
TRADE	AUCTION _	SEALED BI	DS	
OTHER EXPLA	AIN			
COMMISSION ORDER NU	JMBER			
DATE APPROVED	5/06/2010			
SIGNATURE	um besearen			

DATE: 2/17/10	FIXED ASSET TAG NUMBER: N	o Asset Tag
DESCRIPTION: Chi	cago Lighthouse Industries - Atomic Commerical Clock	RECEIVED
REQUESTED MEAN	IS OF DISPOSAL: Surplus	FEB 2 2 2010
OTHER INFORMAT	ION: Black rim wall clock	BOONE COUNTY AUDITOR
CONDITION OF ASS	SET: Poor - Doesn't keep time	
REASON FOR DISPO	OSITION: Doesn't keep the correct time.	
	T DEPT: DOES DOES NOT WISH TO TRANSFER	R THIS ITEM FOR ITS OWN USE (this
DESIRED DATE FOR	R ASSET REMOVAL TO STORAGE: Immediately	\sim 0
DEPARTMENT: Circ	cuit Court SIGNATURE	
AUDITOR		NTO /190-3835
ORIGINAL COST		
ORIGINAL FUNDING	G SOURCE TRANSFE	ER CONFIRMED
COUNTY COMMISS	SION / COUNTY CLERK	
APPROVED DISPOSA	AL METHOD:	
TRANSFER	DEPARTMENT NAME	NUMBER
	LOCATION WITHIN DEPARTMENT	
	INDIVIDUAL	
TRADE	AUCTIONSEALED BIDS	
OTHER EX	XPLAIN	
COMMISSION ORDE	R NUMBER	
DATE APPROVED	05/06/2010	
SIGNATURE	Summer lun	

REQUEST FOR DISPOSAL OF COUNTY PROPERTY FIXED ASSET TAG NUMBER / 2064 DESCRIPTION 8 mm REQUESTED MEANS OF DISPOSAL: OTHER INFORMATION: Ttom GOX OR ACCESSORIP ('aR'DS CONDITION OF ASSET Item REASON FOR DISPOSITION Receipt into: **AUDITOR** 1190 -3835 ORIGINAL PURCHASE DATE 10/14/1999 ORIGINAL COST ORIGINAL FUNDING SOURCE COUNTY COMMISSION / COUNTY CLERK APPROVED DISPOSAL METHOD: DEPARTMENT NAME_____NUMBER TRANSFER LOCATION WITHIN DEPARTMENT INDIVIDUAL SEALED BIDS TRADE AUCTION OTHER EXPLAIN COMMISSION ORDER NUMBER DATE APPROVED SIGNATURE

DATE: 02/25/10	FIXED ASSET TAG NUMBER:	See attached	RECEIVED
		6702	FEB 2 5 2010
DESCRIPTION: Motorola 2-way radios			BOONE COUNTY AUDITOR
REQUESTED MEANS OF DISPOSAL:	SELL		
OTHER INFORMATION:			•
CONDITION OF ASSET: Not known			
REASON FOR DISPOSITION: Replace w	vith newer units		
DESIRED DATE FOR ASSET REMOVAL	L TO STORAGE: ASAP		000
DEPARTMENT: 2040	SIGNATURE	Treg 1	
AUDITOR		Receipt into	
ORIGINAL PURCHASE DATE9/	6/1990	2049-	-3835
ORIGINAL COST /, C ORIGINAL FUNDING SOURCE /	055.32 174/ TRANS	FER CONFIRM	MED
COUNTY COMMISSION / COUNTY (CLERK		
APPROVED DISPOSAL METHOD:	•		
TRANSFER DEPARTMENT	NAME	NUN	MBER
LOCATION WI	THIN DEPARTMENT		
INDIVIDUAL_			· .
	SEALED BIDS		
OTHER EXPLAIN_			
COMMISSION ORDER NUMBER			
DATE APPROVED 05/01/2010			·
DATE APPROVED 05/06/2010 SIGNATURE XIIII	m		

Motorola Radio Disposal

Fixed Asset #	Model Name	Model Number	Serial Number
6699	Radius	D43LRA73A5BK	778FQG2667
7996	Radius	D43LRA73A5BK	778FQJ6601
6702	Radius	D43LRA73A5BK	778FQG2676

Condition - Unkown, will have transmit/receive frequencies de-programed out of radios due to FCC ruling.

DATE: 02/25/10	FIXED ASSET TAG NUMBER		RECEIVED
•	#	6699	FEB 2 5 2010
DESCRIPTION: Motorola 2-way radios			BOONE COUNTY AUDITOR
REQUESTED MEANS OF DISPOSAL:	SELL		
OTHER INFORMATION:			
CONDITION OF ASSET: Not known			
REASON FOR DISPOSITION: Replace w	rith newer units		
DESIRED DATE FOR ASSET REMOVAL	TO STORAGE: ASAP		
DEPARTMENT: 2040	SIGNATURE	Treg 1	
AUDITOR		Receipt into: 2049 - 3	202
ORIGINAL PURCHASE DATE 9/6 ORIGINAL COST /, 0 ORIGINAL FUNDING SOURCE	55.32	ISFER CONFIRM	
COUNTY COMMISSION / COUNTY C	CLERK		
APPROVED DISPOSAL METHOD:			
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INDIVIDUAL	· 		·
TRADEAUCTION	SEALED BIDS		
OTHER EXPLAIN	··		
COMMISSION ORDER NUMBER			
DATE APPROVED 05/06/2010			
GIGNATURE January eur	m)		

Motorola Radio Disposal

Fixed Asset #	Model Name	Model Number	Serial Number
2222	D - II -	D 401 D 4 70 4 5 D 17	770500007
6699	Radius	D43LRA73A5BK	778FQG2667
7996	Radius	D43LRA73A5BK	778FQJ6601
6702	Radius	D43LRA73A5BK	778FQG2676

Condition - Unkown, will have transmit/receive frequencies de-programed out of radios due to FCC ruling.

DATE: 02/25/10	FIXED ASSET TAG NUMBER: -See attached	RECEIVED
	#7996	FEB 2 5 2010
DESCRIPTION: Motorola 2-way radios		BOONE COUNTY AUDITOR
REQUESTED MEANS OF DISPOSAL:	SELL	
OTHER INFORMATION:		
CONDITION OF ASSET: Not known		
REASON FOR DISPOSITION: Replace	with newer units	
DESIRED DATE FOR ASSET REMOVA	L TO STORAGE: ASAP	
DEPARTMENT: 2040	SIGNATURE	
AUDITOR	Receipt int	
ORIGINAL PURCHASE DATE 12/3 ORIGINAL COST 1,2 ORIGINAL FUNDING SOURCE 2 70	42.66	
COUNTY COMMISSION / COUNTY	<u>CLERK</u>	
APPROVED DISPOSAL METHOD:		
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LOCATION WI	THIN DEPARTMENT	
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TRADEAUCTION	SEALED BIDS	
OTHER EXPLAIN		·
COMMISSION ORDER NUMBER		
DATE APPROVED 05/06/2010		
SIGNATURE Summer cur	and	

Motorola Radio Disposal

Fixed Asset #	Model Name	Model Number	Serial Number
6699	Radius	D43LRA73A5BK	778FQG2667
7996	Radius	D43LRA73A5BK	778FQJ6601
6702	Radius	D43LRA73A5BK	778FQG2676

Condition - Unkown, will have transmit/receive frequencies de-programed out of radios due to FCC ruling.

DATE: 02/12/2010	FIXED ASSET TAG NUMBER: 7402	
DESCRIPTION: high back gray chair		RECEIVED
REQUESTED MEANS OF DISPOSAL: ju	nk	FEB 1 6 2010 BOONE COUNTY AUDITOR
OTHER INFORMATION:		DOONE COUNTY ACCITOR
CONDITION OF ASSET: poor		
REASON FOR DISPOSITION: broken		
COUNTY / COURT IT DEPT: DOES item is applicable to computer equipment on	DOES NOT WISH TO TRANSFER THIS IN	TEM FOR ITS OWN USE (this
DESIRED DATE FOR ASSET REMOVAL	TO STORAGE: asap	
DEPARTMENT: Sheriff	SIGNATURE Lai L	Baly
AUDITOD	/1992 RECEIPT INTO _	1190-3835
ORIGINAL COST 254	00	
ORIGINAL FUNDING SOURCE 27 ASSET GROUP 166	TRANSFER CON	FIRMED
COUNTY COMMISSION / COUNTY C	<u>LERK</u>	
APPROVED DISPOSAL METHOD:		
TRANSFER DEPARTMENT	NAME	NUMBER
LOCATION WIT	HIN DEPARTMENT	
INDIVIDUAL		
AUCTION	SEALED BIDS	
OTHER EXPLAIN		
COMMISSION ORDER NUMBER		
DATE APPROVED 05/04/2010		
SIGNATURE JUINTANCE	14	

RECEIVED

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTAPR 2 2 2010

BOONE COUNTY AUDITOR

DATE: 4/21/10 FIXED ASSET TAG NUMBER: NO TAG
DESCRIPTION: WALL MOUNTED DRINKING FOUNTAIN
REQUESTED MEANS OF DISPOSAL: TRADE, SELL
OTHER INFORMATION: BRAND IS ELKAT
CONDITION OF ASSET: 6000
REASON FOR DISPOSITION: REPLACE WITH HANDICAP ASSESSABLE
DESIRED DATE FOR ASSET REMOVAL TO STORAGE:
DEPARTMENT: 12 10 SIGNATURE record from Dane in turchasing
AUDITOR Receipt into:
ORIGINAL PURCHASE DATE
COUNTY COMMISSION / COUNTY CLERK
APPROVED DISPOSAL METHOD:
TRANSFER DEPARTMENT NAMENUMBER
LOCATION WITHIN DEPARTMENT
INDIVIDUAL
TRADEAUCTIONSEALED BIDS
OTHER EXPLAIN
COMMISSION ORDER NUMBER DATE APPROVED
SIGNATURE Junit Same

D	 ATE	: 4/30/10 FIXED ASSET TAG NUMBER: NO TAG	RECEIVED
DI	 ESCI 	 RIPTION: WALNUT WOODEN DESK RETURN AND DRAWERS 	APR 3 0 2010 * BOONE COUNTY AUDITOR
RE	 SQUI	ESTED MEANS OF DISPOSAL: SURPLUS (SALE)	
JC	HST	R INFORMATION: THIS PORTION OF DESK IS LOCATED IN THE BACK ROOM BEHIND ON PAINT BUILDING. THINGS NEED REMOVED AND SO I'M DOING A DISPOSAL FO SE THERE IS NOT INDICATION OF WHO IT BELONGED TO , OR WHERE THE REST OF	RM TO REMOVE IT
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		 ON FOR DISPOSITION: NEEDS REMOVED FROM JOHNSTON PAINT BUILDING (<i>NO</i> EST OF DESK IS OR EVEN IF IT WAS OUR DEPARTMENTS)	T SURE WHERE
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DE	 SIRI 	ED DATE FOR ASSET REMOVAL TO STORAGE: ASAP Charty Blai	On man
DE	PAR	Office filing out disposal form (not sure if it was actually ours or	
ΛŪ	DIT	<u> </u>	
OR	IGN	VAL PURCHASE DATE RECEIPT INTO	1-3835
OR	JGI	VAL COST 7	
OR	IGI	VAIL FUNDING SOURCE TRANSFER CONFIRMED_	
CO	UN	TY COMMISSION / COUNTY CLERK	
 AP	PRO	VED DISPOSAL METHOD:	i
	T	RANSFER DEPARTMENT NAMENUMBER_	
l		LOCATION WITHIN DEPARTMENT	
İ		INDIVIDUAL	
	T	RADE AUCTION SEALED BIDS	
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			The second secon
i		ISSION ORDER NUMBER	
		TURE LEMMESSING	
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DATI	E: 4/30/10 FIXED ASSET TAG NUMBÉR: NO TAG	RECEIVED
DESC	CRIPTION: Misc. Metal part of workstation (possible overhead)	APR 3 0 2010
REQU	JESTED MEANS OF DISPOSAL: SURPLUS (SALE)	INE COUNTY AUDITO
OTHE	ER INFORMATION: Located in the room behind stairs in the Johnston Paint Building	
CONI	DITION OF ASSET: good	
REAS	SON FOR DISPOSITION: NEEDS REMOVED FROM JOHNSTON PAINT BUILDING	i
	NTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER TO USE (this item is applicable to computer equipment only)	IIS ITEM FOR ITS
DESTI	RED DATE FOR ASSET REMOVAL TO STORAGE: ASAP	emore
DEPA	RED DATE FOR ASSET REMOVAL TO STORAGE: ASAP RETMENT: Boone County Circuit Clerk's SIGNATURE Office	
AUDI	TOR	021
	INAL PURCHAȘE DATE RECEIPT INTO 1190 - 3	8 22 5
ORIG	INAL COST	
ORIGI ASSE	TRANSFER CONFIRMED TRANSFER CONFIRMED	.
COUN	NTY COMMISSION / COUNTY CLERK	;;
APPR	OVED DISPOSAL METHOD:	
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	LOCATION WITHIN DEPARTMENT	: i
	INDIVIDUAL). (
	TRADEAUCTIONSEALED BIDS	
	OTHER EXPLAIN	· · · · · · · · · · · · · · · · · · ·
COMIN	AISSION ORDER NUMBER	
DATE	APPROVED 05/06/2010	
	ATURE Kunturalung	

: 1		1, 1, 1
DATE: 4/30/10	FIXED ASSET TAG NUMBER: NO TAG	
1 1	wn Metal Index Card Cabinet with 3 drawers (was setting typ of some to (all	ar le
REQUESTED MEAN	IS OF DISPOSAL: SURPLUS (SALE)	RECEIVED
OTHER INFORMATI	ION: Located in the room behind stairs in the Johnston Paint Building	APR 3 0 2010
CONDITION OF ASS	SET: good	
REASON FOR DISPO	OSITION: NEEDS REMOVED FROM JOHNSTON PAINT BUILDING	BOONE COUNTY AUDITOR
	T DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER T is applicable to computer equipment only)	FUS ITEM FOR ITS
	R ASSET REMOVAL TO STORAGE: ASAP	
DEPARTMENT: Boo		Romal
AUDITOR ORIGINAL PURCHA	SE DATE RECEIPT INTO	835
ORIGINAL COST	~	
ORIGINAL FUNDING	G SOURCE TRANSFER CONFIRMED	
COUNTY COMMISS	SION / COUNTY CLERK	<u> </u>
 APPROVED DISPOSA	AL METHOD:	
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	LOCATION WITHIN DEPARTMENT	
	INDIVIDUAL	<u> </u>
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OTHER EX	XPLAIN	
COMMISSION ORDE	R NUMBER	
DATE APPROVED	05/04/2010	
SIGNATURE	25/04/2010	

DATE: 2-5-10 FIXED ASSET TAG NUMBER: 1859	7
DESCRIPTION: Chair - Multi Shift Cramer	RECEIVED
REQUESTED MEANS OF DISPOSAL:	FEB 5 2010
Junk or Sell	BOONE COUNTY AUDITOR
OTHER INFORMATION:	
CONDITION OF ASSET:	
REASON FOR DISPOSITION: Chair is broken	
COUNTY / COURT IT DEPT: DOES DOES NOT WISH TO TRANSFER THIS I item is applicable to computer equipment only)	TEM FOR ITS OWN USE (this
DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP	
DEPARTMENT: SHERIFF SIGNATURE Kan E	3alj
AUDITOR	
ORIGINAL PURCHASE DATE 6/10/1999 RECEIPT INTO	2500-2835
ORIGINAL COST 419.86	
ORIGINAL FUNDING SOURCE 2752 TRANSFER CONFASSET GROUP 1602	FIRMED
COUNTY COMMISSION / COUNTY CLERK	
APPROVED DISPOSAL METHOD:	
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LOCATION WITHIN DEPARTMENT	
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TRADEAUCTIONSEALED BIDS	
OTHER EXPLAIN	·
COMMISSION ORDER NUMBER	
DATE APPROVED 05/04/2010	
SIGNATURE SHUMBER COLLEGE	

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

May Session of the April Adjourned

Term. 20

County of Boone

In the County Commission of said county, on the

6th

day of May

20 10

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 following budget revision to provide funds for emergency repairs to the MKT Trail from extensive flood damage:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1123	86800	Emerg & Contingency	Emergency	33,010.00	
1610	60400	Parks	Grounds Maintenance		33,010.00

Done this 6th day of May, 2010.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

To: County Clerk's Office REQUEST FOR BUDGET-AMENDN Comm Order # 234

Return to Auditor's Office BOONE COUNTY, MISSOURI Please do not remove staple. RECEIVED

4/27/10 **EFFECTIVE DATE**

APR 2 7 2010

FOR AUDITORS USE

	BOONE COUNTY AUDITOR (Use whole & amounts												
ĺ					ĺ						ACCULATION ACCULATION	(Use whole \$ amo	
D	epa	rtme	ent			A	CCOL	unt		Department Name	nent Name Account Name		Increase
1	1	2	3		8	6	8	0	0	Emergency & Contingency	Emergency	\$33,0 <i>10</i>	
1	6	1	O		6	0	4	0	0	Parks	Grounds Maintenance		\$33,010
	<u> </u>												
				1		-	_		-				
	<u> </u>			-	┝╼			<u> </u>					
							L						<u> </u>

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): Extensive flood damage to the MKT Trail requires emergency repair. Not enough funds were budgeted in the Parks department to cover the cost.

Requesting Official

	BE COMPLETED BY AUDITOR'S OFFI	
A schedule of previously processed	d Budget Revisions/Amendments is a	
A fund-solvency schedule is attach	ed. NAGE	Agenda
☐ Comments:		70
y O	_	
O Auditor's Office		
Tunish Sales	Tan Malle	Solu
PRESIDING COMMISSIONER	DISTRICT I COMMISSIONER	DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

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

C. L. RICHARDSON CONSTRUCTION CO., INC.

15475 Hwy. #63 S. Ashland, MO 65010 Office - (573)657-9557 Fax - (573)657-1078

BID PROPOSAL

Bid Quantity Unit

Job:

Bid ID

BCPW MKT Trail Flood Damage Repair

Description

c/o Bob Davidson

Job#

HB09054-8

Date:

Unit Price

April 27, 2010

Total

						_
1.00	Trail surface rock	1887.00	ton	- \$	10.82	\$20,417.34
2.00	3" clean rock	276.00	ton	\$	10.89	\$3,005.64
3.00	1.5" surface rock	120.00	ton	\$	9.49	\$1,138.80
4.00	Mobilization motor grader	36.00		\$	3.00	\$108.00
5.00	Motorgrader	12.00	hrs	\$	100.00	\$1,200.00
6.00	Mobilization tractor/box blade	36.00	miles	\$	2.00	\$72.00
7.00	Tractor w/box blade	20.00	hrs		\$75.00	\$1,500.00
8.00	Mobilization roller .	36.00	miles		\$2.00	\$72.00
9.00	Roller	20.00	hrs		\$70.00	\$1,400.00
10.00	Mobilization skid loader	36.00	miles		\$2.00	\$72.00
11.00	Skid loader	16.00	hrs		\$75.00	\$1,200.00
12.00	Mobilization small dump truck	36,00	miles		\$2.00	\$72.00
13.00	Small dump truck	16.00	hrs		\$60.00	\$960.00
14.00	Mobilization mini-excavator	36.00	miles		\$2.00	\$72.00
15.00	mini-excavator	8.00	hrs		\$75.00	\$600.00
16.00	Labor to direct rock delivery	32.00	hrs		\$35.00	\$1,120.00
						\$0.00
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	SE to furnish labor and material - complete in accordance or the sum of:	with above specification	ons, and su		nditions found on t	\$0.00 \$0.00
		with above specificatio	ons, and su	bject to cor dollars	nditions found on t	\$0.00 \$0.00
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	or the sum of:			dollars		\$0.00 \$0.00
	or the sum of:			dollars		\$0.00 \$0.00
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ement, fo	Payment to be made as follows:	Upon completion	of project a	dollars s specified	above.	\$0.00 \$0.00
cement, for	Payment to be made as follows: The above prices, specifications and conditions are satis	Upon completion	of project a	dollars s specified Respectfo	above.	\$0.00 \$0.00 his \$33,009.78
cement, for	Payment to be made as follows: The above prices, specifications and conditions are satis	Upon completion	of project a	dollars s specified Respectfo	above. ully submitted,	\$0.00 \$0.00 his \$33,009.78
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DESCRIPTION	Original budget lease of temporary warehouse space for election equipment Cover flood damage to MKT Trail
BUDGET AMOUNT REMAINING BUDGET USED BUDGET	735,000 720,500 687,490
AMOUNT	(14,500) (33,010)
ORIGINAL BUDGET	735,000
ACCOUNT	71505 Building Lease 60400 Grounds Maintenance
DEPT. NO.	1132
DEPARTMENT	Original budget Election & Registration Parks & Recreation
DATE	1/1/2010 4/27/2010 4/28/2010

Total

735,000 (47,510) 687,490

FY 2010 Budget Amendments/Revisions Emergency (1123-86800)

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification
I	4/27/2010	1123	86800	Emergency	Emergency		33,010	Cover costs for extensive flood damage to MKT Trail
		1610	60400	Parks & Recreation	Grounds Maintenance	33,010		

FY 2010
Budget Amendments/Revisions
Parks & Recreation (1610)

Index #	Date Recd	Dept	Account	Dept Name	Account Name	Sincrease	_SDecrease	Reason/Justification	Comments
1	4/27/2010	1123 1610	86800 60400	Emergency Parks & Recreation	Emergency Grounds Maintenance	33,010	33,010	Cover costs for extensive flood damage to MKT Trail	

CERTIFIED COPY OF ORDER

STATE OF MISSOURI County of Boone

May Session of the April Adjourned

Term. 20

10

In the County Commission of said county, on the

day of May

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 changes recommended by the Personnel Advisory Committee over section 5.1 of the Military Family and Medical Leave Act Policy.

Done this 6th day of May, 2010.

ATTEST:

Clerk of the County Commission

Kenneth M. Pearson

Presiding Commissioner

Karen M. Miller

District I Commissioner

Boone County Human Resources

BETTY DICKNEITE

Director



601 E. Walnut-Room 211 Columbia, MO 65201 (573) 886-4395

April 20, 2010

TO:

Ken Pearson, Presiding Commissioner Karen Miller, District 1 Commissioner Skip Elkin, District 2 Commissioner

FROM:

Betty Dickneite, Chairperson Personnel Advisory Committee

RE:

Recommendation from Personnel Advisory Committee to revise Section 5.1(a)

Military Family and Medical Leave Act Policy - Personnel Policy Manual

The Personnel Advisory Committee met on April 19, 2010 and unanimously recommended a revision to Section 5.1(a) Military Family and Medical Leave Act Policy (attached). The recommended wording is due to enactment of the FY2010 National Defense Authorization Act (H.R. 2647) which includes an expansion of the exigency and caregiver leave provisions for military families under the Family and Medical Leave Act of 1993.

The Personnel Advisory Committee members voting in favor of this recommendation were: Jackie Davidson (proxy for Tom Schauwecker), June Pitchford, Pat Lensmeyer, Christy Blakemore, Ken Pearson, Jan Fugit, Stan Shawver, Betty Dickneite, Melinda Bobbitt, Aron Gish, and Derin Campbell.

Members Not Present for Vote and no proxy given: Wendy Noren, Bettie Johnson, Dwayne Carey, Dan Knight, Christy Blakemore, and Cathy Richards.

Should you have any questions, please let me know.

5.1 (a) Military Family and Medical Leave Act Policy

1. Eligible Employees

An employee who is eligible to take leave under the Family and Medical Leave Act (FMLA) may be eligible for military family leave if:

- 1) You have "any qualifying exigency" arising out of the fact that your spouse, son, daughter, or parent is on active duty, or has been notified of an impending call to active duty status in support of contingency operation; OR
- 2) You are a spouse, son, daughter, parent or next of kin of a covered service member, who is recovering from a serious illness or injury sustained in the line of duty on active duty, in order to care for the service member.

2. Policy

Under the military FMLA policy, there are two types of leave available:

- a) Under the "active duty" leave, Boone County will grant you leave for up to twelve (12) workweeks of unpaid, job-protected leave in a 12 month period because of a qualifying exigency; OR
- b) Under the "military caregiver" provision, Boone County will grant military caregiver leave for up to 26 weeks of unpaid, job-protected leave in a single twelve (12) month period to care for a covered service member with a serious illness or injury.

Unless specifically stated otherwise, procedures, notices and rights and responsibilities stated above as part of the County policy for traditional FMLA apply to military FMLA.

3. Reasons for Leave

Eligible employees can take leave for any of the following reasons:

because of any qualifying exigency arising out of the fact that a son, daughter, spouse, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces, National Guard or Reserves in support of a contingency operation who are deployed to a foreign country.

to care for a covered service member with a serious illness or injury incurred in the line of duty while on active duty if the employee is the spouse, son, daughter, parent, or next of kin (nearest blood relative). This leave also covers a veteran who was a member of the Armed Forces, National Guard or reserves during the previous five years and suffered an illness or injury while on active duty that manifested itself during or after the member was discharged from active duty.

4. Who is a Covered Service Member?

A covered service member is a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, who is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. The serious injury or illness is covered if incurred while in the line of duty and renders the service member medically unfit to perform his/her military duties. The County will rely on authorized health care providers or designated officials of the Department of Defense to determine whether the service member is deemed a covered service member.

5. Notice of Leave

When the need for leave because of a qualifying exigency related to a family member's active duty is "foreseeable," the employee should provide notice as soon as practicable, regardless of how far in advance such leave is foreseeable. When an employee becomes aware of the need for FMLA leave less than 30 days in advance, it should be practicable for the employee to provide notice of the need for leave either the same day or the next business day.

When military caregiver leave is requested, as with traditional FMLA, an employee must provide the County at least 30 days advance notice before FMLA leave is to begin if the need for the leave is foreseeable. If 30 days is not practicable, notice must be given as soon as practicable.

6. Eligibility & Designation Notice

Employees will receive the same Eligibility Notice and Notice of Rights and Responsibilities when requesting military FMLA leave as is given under traditional FMLA. The County will provide employees who request military FMLA leave with the appropriate certification form for Qualifying Exigency Leave or Military Caregiver Leave at this time. The Eligibility Notice/Rights and Responsibilities Notice is available from Human Resources or your supervisor.

Within five (5) business days (absent extenuating circumstances) of having enough information to determine whether the leave is FMLA eligible, the County will provide a Designation Notice Form WH-382 informing the employee whether or not leave is designated as FMLA leave and the amount of leave that will be designated, if known. This designation may be retroactive. In the sole discretion of the County, any leave that qualifies as FMLA leave may be designated as FMLA leave.

7. Certification for Leave Taken Because of a Qualifying Exigency

The first time an employee requests leave because of a qualifying exigency, the employee must provide a copy of the covered military member's active duty orders or other documentation issued by the military indicating that the covered military member is on active duty or called to active duty status in support of contingency operations, and the dates of the covered military member's active duty service. The employee will need to supply such documentation again only for a different active duty or call to active duty status of the same or a different covered service member.

A Certification Form for Qualifying Exigency Leave is available from Human Resources or your supervisor; it includes a list of approved qualifying exigencies. A completed Certification form is required to be granted this leave.

The County also may contact an appropriate unit of the Department of Defense to request verification that a covered service member is on active duty or call to active duty status, without the employee's permission.

The County may require confirmation of the employee's relationship with the service member at any time in this process.

8. Certification for Military Caregiver Leave

When an employee takes leave to care for a covered service member with a serious injury or illness, the County will require the employee to obtain a certification completed by an authorized health care provider of the covered service member. A Certification for Military Caregiver Leave Form is available from Human Resources. Except as stated above, a completed form is required to be granted this leave. The County may require confirmation of the employee's relationship with the covered service member at any time in this process.

In lieu of any certification, the County will accept "invitational travel orders" ("ITOs") or "invitational travel authorizations" ("ITAs") issued to any family member to join an injured or ill service member at his or her bedside, regardless of whether the employee is named in the order or authorization. An ITO or ITA is sufficient certification for the duration of the time specified in the ITO or ITA. During that time period, an eligible employee may take leave to care for the covered service member in a continuous block of time or on an intermittent basis.

The County may seek authentication and clarification of the ITO or ITA but will not seek a second or third opinion or a recertification during the period of time in which leave is supported by an ITO or ITA.

If an employee will need leave to care for a covered service member beyond the expiration date specified in the ITO or ITA, the County will request that the employee have one of the authorized health care providers complete a certification form for the additional time. Timelines designated under the traditional FMLA policy will apply for return of such certifications.

In all instances in which certification is requested, it is the employee's responsibility to provide the County with complete and sufficient certification and failure to do so may result in the delay or denial of FMLA leave.

The County may seek authentication and/or clarification of the Certification Form but will not seek second and third opinions, or recertification for this military FMLA leave.

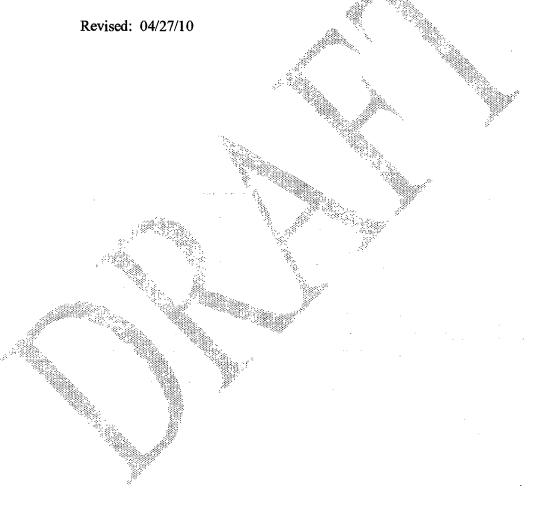
9. Duration of Military Family and Medical Leave

Eligible employees using qualifying exigency leave will be entitled to up to a cumulative maximum of 12 workweeks of FMLA leave within a 12-month period and are covered by the same policy provisions (as to Duration, Benefits, Return to Work, etc.) as employees requesting traditional FMLA leave, as detailed above.

Employees using military caregiver leave alone or military caregiver leave in combination with traditional FMLA-qualifying leave or qualifying exigency leave, may take up to 26 workweeks of leave during any single 12-month period. The amount of leave taken for traditional and qualifying exigency is limited to a total of 12 workweeks; the difference may be taken as military caregiver leave. Any combination of FMLA leave may not exceed the maximum limit of 26 workweeks in that single 12-month period. Unused military caregiver leave is forfeited at the end of that 12-month period.

With regard to military caregiver leave, if both a husband and wife work for the County, a husband's and wife's leave is limited to a combined total of 26 workweeks for military caregiver leave alone. The same 26-workweeks limitation applies when in combination with any other 12-workweek FMLA leave. (With the exception of caring for a seriously ill child that provides each parent with 12 workweeks of leave for a combined total of 24).

In certain cases, leave may be taken on an intermittent basis or the employee may work a reduced schedule. Intermittent leave must be necessary and should be scheduled to avoid disruption insofar as is reasonable.



236-2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI	ľ	of the April Adjo	urned	Term. 20	10
County of Boone	ea.				
In the County Commission	of said county, on the	6^{th}	day of May	20	10

Now on this day the County Commission of the County of Boone does hereby approve the Memorandum of Agreement for Assembling and Compiling Information System Data for the E911 Centers of Region F. It is further ordered the IT Liaison Commissioner is hereby authorized

to execute and sign the approved Memorandum of Agreement with various participating parties.

Done this 6th day of May, 2010.

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

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

Memorandum of Agreement for Assembling and Compiling Geographic Information System (GIS) Data for the E911 Centers of Region F

I. Purpose

This Memorandum of Agreement ("MOA") is between Boone County ("BC") and the Participating Organization signing the agreement below. This MOA defines and establishes the procedures for developing a common standardized emergency management geospatial datasets for the region. This agreement is effective as of the date on which this agreement has been executed by both BC and the participating organization signing the agreement below.

WHEREAS, the Boone County will assemble a shared regional datasets for emergency response to provide a common operating picture that would be available and accessible during all phases of emergency preparedness and response at E911 Centers of Region F; and

WHEREAS, these standardized shared regional datasets are a key component of such a common operating picture; and

WHEREAS, to ensure the datasets used within Region F are up-to-date, each Participating Organization shall be responsible for uploading their entity's datasets and download the shared regional datasets at least once a quarter; and

WHEREAS, sensitive data, such as phone numbers, names of individuals, or any information that could tie an individual to a location shall not be shared; and

WHEREAS, Participating Organizations to this MOA, including the shared data repository, shall be considered to have a license to use the data only for the purposes of this Agreement and, therefore, shall direct any requests for the shared regional datasets back to the respective participating entity of the datasets so the request can be handled in accordance to their respective Sunshine Law request procedures, license agreements and fee schedules; and

WHEREAS, the shared data repository will be hosted in a secured server and managed by the Boone County IT/GIS Department.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTICIPATING ORGANIZATIONS AS FOLLOWS:

II. Definitions

Participating Organizations – Participating Organizations are local governments within Region F in the State of Missouri who choose to provide geographic data under the terms of this Agreement. Each Participating Organization will fill out and execute Attachment A, and a list of the Participating Organizations at the time this contract is executed shall be prepared as attached hereto as Attachment B.

III. Participating Organizations' Responsibilities

Each Participating Organization will:

- 1. Provide BC their entity's current datasets at least once per quarter.
- 2. Download from BC the shared regional datasets at least once per quarter.

3. Remove sensitive data, such as phone numbers, names of individuals or other information that could tie an individual to a location before uploading datasets.

IV. BC Responsibilities

- 1. BC agrees and understands that it is deemed to have a license granted by the Participating Organizations for the datasets provided to be used only for the purposes authorized under this Agreement and is not the custodian or owner of the underlying datasets.
- 2. BC shall direct any requests for the shared regional datasets back to the respective Participating Organizations so that said request can be handled through the Participating Organizations' record custodians such that appropriate licenses can be executed and fees collected as authorized by RSMo Sec. 67.1850.
- 3. BC shall host the shared data in a secured server managed by the Boone County IT/GIS Department.

V. Statement of No Liability

The shared datasets is provided "as is" without warranty of any kind either expressed or implied. BC and the Participating Organizations do not warrant, guarantee, or make any representations regarding the use of or results from the use of the data in terms of correctness, accuracy, reliability, completeness, fitness for a particular purpose, or otherwise to any third-party or as between BC and the Participating Organizations. BC and the Participating Organizations shall not be liable for any loss or injury arising out of or caused in whole or in part by the acts or omissions of BC or the Participating Organizations, their personnel, or their sources of information whether negligent or otherwise to any third-party or as between BC and the Participating Organizations. In no event shall BC or the Participating Organizations be liable for any special, indirect, punitive, or consequential damages with respect to this Agreement or the data provided hereunder.

VI. Period of Agreement, Revision, and Early Termination.

With respect to each Participating Organization, this Memorandum Of Agreement will remain in effect until terminated by BC or the Participating Organization by providing 30 days prior written notice.

Any party to this MOA may offer amendments to this MOA. All proposed amendments must be in writing and must be approved by both the Participating Organization and the BC before becoming a part of this MOA.

Any Participating Organization may terminate their participation in this MOA by giving BC thirty (30) days prior written notice. If a Participating Organization terminates their participation, BC agrees to cease use of the portion of the datasets provided by the terminating organization, and to erase its data from the shared data in the secured server managed by the Boone County IT/GIS Department.

VII. General

Neither party may assign or transfer this MOA without the prior written consent of the other party. This MOA may be amended only upon the parties' mutual written consent.

VIII. Entire Agreement

This MOA cancels and supersedes all previous discussions, negotiations, understandings, representations, warranties and agreements, written or oral, relating to the subject matter of this Agreement, and contains the entire understanding of the parties hereto.

IX. Counterparts

This MOA may be executed in any number of counterparts, each of which is deemed to be an original and all of which constitute one agreement that is binding upon all of the parties hereto, notwithstanding that all parties are not signatories to the same counterpart.

X. Legal Authority

WITNESS the following signature of the parties by their duly authorized representative:

The parties represent that they have the authority to enter into this Agreement. This Agreement shall apply to, and be binding upon, the parties hereto, their agents, employees, successors and assignees, all persons acting under, through, or for them, any matter affected by the terms of this Agreement.

This Agreement shall become effective immediately upon the execution by all parties, and shall terminate upon the mutual agreement of the parties.

PARTICIPATING ORGANIZATION:	BOONE COUNTY GOVERNMENT:
Date:	Date:
Authorized Member	Authorized Commissioner
	ATTEST
	County Clerk

Attachment A

Sample Addendum: Data Layers Being Made Available Under Data		ent Between one County Go	vernment.			
Data Available Under this Agreement Please check the box next to each dataset your jurisdiction will provide. By checking these boyou are indicating your organization has this data and is willing to provide it under this agreement.						
	Public Distribution	Not Public Distribution				
☐ Address Points						
Attributes						
 Street number 						
Street prefix						
o Street name						
 Street suffix 						
o City						
o ZIP code						
o Other						
o Other						
	Public	Not Public				
	Distribution	Distribution				
☐ Street Centerline						
Attributes						
Street prefix						
 Street name 						
Street suffix						
 Left from address 						
 Right from address 						
 Left to address 						
 Right to address 						
o City						
o Zip						
o Other						
Other						

Public	Not Public
Distribution	Distribution

D		AF.	Can	taat	fam	Data
P	MBT	AT (l an	TWA	TAP	19719

Name:		
æ:.ı		
Dept: _	 	
Phone:		
Email:		

Attachment B List of Participating Organizations

CERTIFIED COPY OF ORDER

STATE OF MISSOURI
County of Boone

May Session of the April Adjourned

Term. 20

10

Term. 20

10

Now on this day the County Commission of the County of Boone does hereby approve the resolution in support of the Mental Health First Aid Program. It is further ordered all Boone County Commissioners are hereby authorized to sign said resolution.

Done this 6th day of May, 2010.

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

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

Boone County Commission

RESOLUTION

Commission Order No: <u>237-2010</u>

Resolution approving the application for the request of support and adoption of the Mental Health First Aid (MHFA)

Program, both within any and all departments and offices of the County of Boone; and within the confines of any
entity within the community able to support the program guidelines.

WHEREAS, the MHFA Project is a program that offers the County of Boone the opportunity to maintain its visionary role in the State of Missouri and the United States of America, and will allow the County of Boone to lead the community toward the common goal of providing a caring environment for those citizens suffering from mental illness; and

WHEREAS, the MHFA program has the full support of The Boone County Board of Mental Health Trustees, the Boone County Sheriff, Dwayne Carey; and

WHEREAS, the MHFA program requires no outlay of any funds from the County of Boone directly; and

WHEREAS, the Commission for the County of Boone, having heard the proposal for MHFA, believes the program has the potential to aid those in need of mental health services and has the ability to reduce the stigma associated with mental illness,

NOW, THEREFORE, BE IT RESOLVED that the Commission of the County of Boone

- 1. Approves the filing of an application for the MHFA Program;
- 2. Certifies that Applicant understands the assurances and certification in the application, and
- Appoints the Boone County Board of Mental Health Trustees, or designee, as agent to conduct all matters
 associated with the promotion of the program as described, and to report as required or requested by the
 Boone County Commission as to the progress of the program.

Approved and adopted on the 6th day of May 2010.

Anasacus.

ATTEST:

Kenneth M. Pearson, Presiding Commissioner

Karen M. Miller, District I Commissioner

Skip Elkin, District II Commissioner