

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the

21st

day of

December

20

17

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number Two to 137-123117SS – Cartegraph Upgrade, Subscription, Support, and Maintenance.

The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number Two for Cartegraph Upgrade, subscription, Support, and Maintenance.

Done this 21st day of December, 2017.

ATTEST:

Taylor W. Burks
Taylor W. Burks *DKB*
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: December 14, 2017
RE: Amendment Number Two – *137-123117SS – Cartegraph Upgrade, Subscription, Support, Maintenance*

Contract *137-123117SS – Cartegraph Upgrade, Subscription, Support, Maintenance* was approved by commission for award to Cartegraph Systems, Inc. of Dubuque, Iowa on January 5, 2017, commission order 6-2017.

This amendment replaces the Master Purchase Agreement and Amendment One pricing page which includes the following changes:

- A. Add the attached User Pack Subscription – 50 Named Users Purchase Agreement for an annual fee of \$10,000 for years 2 and 3.

Invoices will be paid in equal amounts from departments 2040 – Public Works Maintenance Operations and 2045 – PW – Design and Construction, account 70050 – Software Service Contract.

cc: Greg Edington, Public Works
Contract File

**CONTRACT AMENDMENT NUMBER TWO
PURCHASE AGREEMENT FOR
CARTEGRAPH UPGRADE, SUBSCRIPTION, SUPPORT, MAINTENANCE
(WORK ORDER AND ASSET MANAGEMENT SOFTWARE SYSTEM)**

The Agreement 137-123117SS dated January 5, 2017 made by and between Boone County, Missouri and **Cartegraph Systems, Inc.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. REPLACE the Purchase Agreement and Amendment One pricing page with the following that includes:
 - A. Add the attached User Pack Subscription – 50 Named Users Purchase Agreement for an annual fee of \$10,000 for years 2 and 3.

| | Purchase Type | Citizen/Qty. | Unit Price | Total Price |
|----------------------------------|--|--------------|-------------|--------------------|
| YEAR 1 | | | | |
| SOFTWARE PRODUCTS | | | | |
| Cartegraph OMS Platform by Asset | Storm Culvert Asset per citizen Subscription, Cartegraph Cloud, 2/1/17 - 1/31/18 | 43,320 | \$0.05 | \$2,166.00 |
| Cartegraph OMS Platform by Asset | Pavement Asset per citizen Subscription, Cartegraoh Cloud | 43,320 | \$0.05 | \$2,166.00 |
| Cartegraph OMS Extension | Advanced Asset Management per- citizen Subscription | 43,320 | \$0.15 | \$6,498.00 |
| Cartegraph OMS Users | User Pack Subscription - 5 Named Users | 3 | \$2,500.00 | \$7,500.00 |
| Cartegraph OMS - Hosting | Cartegraph Cloud Shared Hosting Subscription | 1 | \$2,500.00 | \$2,500.00 |
| Cartegraph OMS | Offline with Cartegraph for iPad | 43,320 | \$0.05 | \$2,166.00 |
| BACKUP SERVICES | | | | |
| Implementation Services | Fixed Fee Service | 1 | \$2,400 | \$2,400.00 |
| GASB PROGRAMMING | | | | |
| Implementation Services | Fixed Fee Service | 1 | \$8,500 | \$8,500.00 |
| FIELD SERVICES | | | | |
| Implementation Services | Fixed Fee Service | 1 | \$29,299.28 | \$29,299.28 |
| <i>ESTIMATED EXPENSES</i> | | | | \$3,200.00 |
| YEAR 1 SUB-TOTAL | | | | \$66,395.28 |

YEAR 2

SOFTWARE PRODUCTS

| | | | | |
|----------------------------------|--|--------|--------|------------|
| Cartegraph OMS Platform by Asset | Storm Culvert Asset per citizen Subscription, Cartegraph Cloud, 2/1/18 - 1/31/19 | 43,320 | \$0.05 | \$2,166.00 |
| Cartegraph OMS Platform by Asset | Pavement Asset per citizen Subscription, Cartegraoh Cloud | 43,320 | \$0.05 | \$2,166.00 |
| Cartegraph OMS Extension | Advanced Asset Management per- citizen Subscription | 43,320 | \$0.15 | \$6,498.00 |

Commission Order: _____

| | | | | |
|--------------------------|---|--------|-------------|--------------------|
| Cartegraph OMS – Users | User Pack Subscription – 50 Named Users, 2/1/18 – 1/31/19 | 1 | \$10,000.00 | \$10,000.00 |
| Cartegraph OMS - Hosting | Cartegraph Cloud Shared Hosting Subscription | 1 | \$2,500.00 | \$2,500.00 |
| Cartegraph OMS | Offline with Cartegraph for iPad | 43,320 | \$0.05 | \$2,166.00 |
| BACKUP SERVICES | | | | |
| Implementation Services | Fixed Fee Service | 1 | \$2,400 | \$2,400.00 |
| YEAR 2 SUB-TOTAL | | | | \$27,896.00 |

YEAR 3

SOFTWARE PRODUCTS

| | | | | |
|----------------------------------|--|--------|-------------|--------------------|
| Cartegraph OMS Platform by Asset | Storm Culvert Asset per citizen Subscription, Cartegraph Cloud, 2/1/18 - 1/31/19 | 43,320 | \$0.05 | \$2,166.00 |
| Cartegraph OMS Platform by Asset | Pavement Asset per citizen Subscription, Cartegraph Cloud | 43,320 | \$0.05 | \$2,166.00 |
| Cartegraph OMS Extension | Advanced Asset Management per- citizen Subscription | 43,320 | \$0.15 | \$6,498.00 |
| Cartegraph OMS – Users | User Pack Subscription – 50 Named Users, 2/1/19 – 1/31/20 | 1 | \$10,000.00 | \$10,000.00 |
| Cartegraph OMS - Hosting | Cartegraph Cloud Shared Hosting Subscription | 1 | \$2,500.00 | \$2,500.00 |
| Cartegraph OMS | Offline with Cartegraph for iPad | 43,320 | \$0.05 | \$2,166.00 |
| BACKUP SERVICES | | | | |
| Implementation Services | Fixed Fee Service | 1 | \$2,400 | \$2,400.00 |
| YEAR 2 SUB-TOTAL | | | | \$27,896.00 |


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

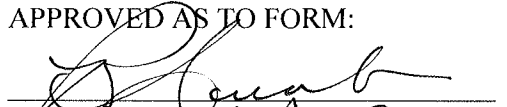
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.


CARTEGRAPH SYSTEMS, INC.

BOONE COUNTY, MISSOURI

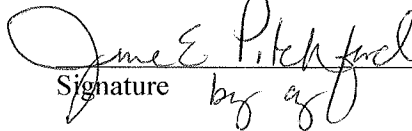
By _____
 Title _____

By: Boone County Commission

 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

 County Counselor *by Ken Sweet*

ATTEST:

 County Clerk *DKB*

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 *by asd* Date 12/14/17 Appropriation Account 2040/70030

Purchase Agreement

Cartegraph is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between Boone County, Missouri (hereinafter referred to as "**Customer**" or "**Licensee**" and **Cartegraph Systems, Inc.** (hereinafter referred to as "**Cartegraph**"). This Purchase Agreement is intended to supplement, clarify, and amend the Master Agreement previously executed between **Cartegraph** and **Customer**. In the case that any terms or conditions provided in the Master agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Master Agreement, #MA232 dated December 15, 2016 shall control.

| | |
|---|--------------------------|
| Customer Bill To: | Customer Ship To: |
| Boone County, Missouri 5551 South Highway 63 Columbia, MO 65201 573-449-8515 | Same |

Investment Summary

Cartegraph's proposed fees for this project are included in the summary below.

Date: November 8, 2017 **Purchase Agreement Expiration Date:** December 15, 2017 **Purchase Agreement No.:** #PA423

| | Purchase Type | Citizen/Qty. | Unit Price | Total Price |
|---------------------------------|---|--------------|-------------|--------------------|
| YEAR 1 | | | | |
| SOFTWARE PRODUCTS | | | | |
| Cartegraph OMS Users | User Pack Subscription – 50 Named Users, 2/1/18 – 1/31/19 | 1 | 10,000.00 | \$10,000.00 |
| YEAR 1 SUB-TOTAL | | | | \$10,000.00 |
| YEAR 2 | | | | |
| SOFTWARE PRODUCTS | | | | |
| Cartegraph OMS Users | User Pack Subscription – 50 Named Users, 2/1/19 – 1/31/20 | 1 | \$10,000.00 | \$10,000.00 |
| YEAR 2 SUB-TOTAL | | | | \$10,000.00 |
| TOTAL COST (2-YEAR TERM) | | | | \$20,000.00 |

- NOTES:**
- The pricing listed above does not include applicable sales tax.
 - The additional user pricing above is a \$2,500.00 increase from Year 1 on #PA423.
 - Pricing above does not include ESRI. ESRI will bill customer directly for Esri ArcGIS User Licenses at their current price.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|---|---------------------|------------------------------------|
| PRODUCER Friedman Insurance, Inc. PO Box 759 Dubuque IA 52004-0759 | CONTACT NAME: Pam Buchholtz PHONE (A/C, No, Ext): 563-556-0272 E-MAIL ADDRESS: buchholtzp@friedman-group.com | | FAX (A/C, No): 563-556-4425 |
| | INSURER(S) AFFORDING COVERAGE | | |
| INSURED CARTSYS-01 Cartegraph Systems LLC 3600 Digital Dr. Dubuque IA 52003 | INSURER A: Travelers Property Casualty Ins Com | NAIC # 36161 | |
| | INSURER B: Continental Casualty Company | NAIC # 20443 | |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |

COVERAGES **CERTIFICATE NUMBER:** 2021551999 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | ZLP-14T1793A | 11/1/2017 | 11/1/2018 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | Y | Y | BA-4C272345 | 11/1/2017 | 11/1/2018 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000 | | | ZUP-14T17941 | 11/1/2017 | 11/1/2018 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$ \$ |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | UB-4C277107 | 11/1/2017 | 11/1/2018 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| B | Professional E&O | | | 2087285333 | 11/1/2017 | 11/1/2018 | Each Claim \$1,000,000 General Aggregate \$2,000,000 Retention \$10,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Errors & Omission Policy - B2087285333
Includes Information Risk Network Security & Privacy Injury Liability Sublimits \$1,000,000 with a \$25,000 deductible
Certificate Holder is included as Additional Insured on the General Liability and Waiver of Subrogation as provided by endorsement CGD417.
Additional Insured and Waiver of Subrogation are included on the Business Auto by endorsement CAT353 Umbrella is form following. 30 day notice of cancellation is included.

CERTIFICATE HOLDER **CANCELLATION**

| | |
|--|--|
| County of Boone, Missouri C/O Purchasing Department 613 E. Ash Street Columbia MO 65201 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |

Commission order # 6-2017

Date: 1-5-17

Sole source #: 137-12311755

Cartegraph Master Agreement

Agreement No. #**MA232**

This Agreement is by and between **Cartegraph Systems, Inc.**, an Iowa corporation having its principal place of business at **3600 Digital Drive, Dubuque, Iowa, 52003** ("Cartegraph"), and **Boone County, Missouri** ("Customer") with an address of **5551 South Highway 63, Columbia, MO 65201** dated **November 8, 2016**.

This Agreement is intended to serve as the primary controlling agreement between the parties. This Agreement includes the following terms and conditions, as well as all Exhibits and Addendums to this Agreement, Purchase Agreements, and all other future agreements referencing this Agreement which Cartegraph and Customer may execute from time to time for the purchase of Software, Support, Services and Hosting. Collectively these are referred to as "Products". The terms and conditions herein provided shall be controlling as between Cartegraph and Customer unless specifically superseded by an Exhibit to this Agreement, a contemporaneously or subsequently executed Purchase Agreement, or any other contemporaneously or subsequently executed agreement specifically referencing this Agreement.

BY EXECUTING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS AND CONDITIONS ON THE FOLLOWING PAGES IN ADDITION TO ANY EXHIBITS AND PURCHASE AGREEMENTS AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

By *Randy L. Skemp*
(Signature)

Randy L. Skemp
(Type or print name)

Title Vice President of Sales

Date 12-21-2016

Boone County, Missouri

By *Jared M. Thompson*
(Signature)

JARED M. THOMPSON
(Type or print name)

Title ACTING PRESIDING COMMISSIONER

Date 1-5-17

CERTIFICATION:

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

Jane Pitchford by HA 12-27-16
Auditor 2040-42302 Date

APPROVED AS
TO LEGAL FORM
J. Skemp
DATE: 12-27-16

The following are the terms and conditions under which Cartegraph licenses its Software and provides Support, Services and Hosting as listed in the Exhibits and Purchase Agreements referencing this Agreement.

1. Grant of License to Software.

- A. Cartegraph is licensed by third parties ("Third Party Licensors") to sublicense certain third party software products to Customer and to offer services to Customer for these third party software products under this Agreement.
- B. Each Software product, including all data programs or set of programs, or routines and subroutines, consisting of a series of instructions or statements in machine readable form, and including any documentation relating to or describing such Software, such as, but not limited to manuals, online documentation and user instructions, flow charts, database schemas and improvements or updates provided by Cartegraph (collectively "Software"), is furnished to Customer under a personal, non-exclusive, nontransferable limited license solely for Customer's own internal use on Host Computer System (as defined below) and with Customer's Clients.
 - 1. Host Computer Systems, if applicable, are Servers owned or controlled by Cartegraph that Customer may access under this Agreement (the provision of this service is herein referred to as "Hosted" or "Hosting").
 - 2. Servers are personal computers, minicomputers, mainframes, workstations, and terminal devices that interact with Client Software and have been approved by Cartegraph or Third Party Licensors for operation of Software.
 - 3. Server Software is a copy of Software residing on a server, multiple servers, or a Host Computer System.
 - 4. Clients are personal computers, minicomputers, mainframes, workstations, mobile devices, and terminal devices that interact with Server Software and have been approved by Cartegraph or Third Party Licensors for operation of Software.
 - 5. Client Software is a copy of Software residing on a Client that interacts with Server Software.
 - 6. Data Files are those files which contain data that is input by the Customer during the use of the Software.
- C. Customer agrees that the number of users licensed will be listed in the Purchase Agreement and only that number of users may use the Software at any given time.
 - 1. If Customer has purchased a Per-User License, as indicated in the Purchase Agreement, only a finite number of licenses have been purchased by Customer and only that finite number of users may access and use the Software at any given time. The specific number of licenses purchased shall be identified in the Purchase Agreement.
 - 2. If Customer has purchased an Unlimited License, as indicated in the Purchase Agreement, all employees of Customer are considered to be licensed to access and use the Software at any given time. Such Unlimited License applies only to employees of Customer and does not allow the access or use of the Software by any independent contractors, affiliated entities or organizations, or any other individual, party, or entity that is not an employee of Customer.
- D. Customer agrees the Software license for the Software is limited as follows:
 - 1. Browser Based User – Each browser based user is defined by unique ID and password.
 - 2. For Server Software – one copy of Server Software for each Server or, if Hosted, no copies of Server Software for a Server that is not a Host Computer System.
- E. Customer agrees that this license does not permit Customer to: (1) use the Software for a service bureau application or (2) sublicense the Software.
- F. Except as set forth in this Agreement or as may be permitted in writing by Third Party Licensors, Customer shall not use, provide or otherwise make available the Software or any part or copies thereof to any third party.
- G. Customer shall not, and shall not permit others to:
 - 1. Reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from the Software;
 - 2. Modify, translate, adapt, alter, or create derivative works from the Software;
 - 3. Copy, (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Software; or
 - 4. Distribute, sublicense, rent, lease, loan (or grant any third party access to or use of) the Software to any third party.
- H. Customer may make copies of the Client Software for archival purposes. The Server Software may not be copied, in whole or in part.

2. Title to Software and Data Files.

- A. Ownership of the Software, any portions thereof and any modifications, translations, or derivatives thereof, even if unauthorized, remains with Cartegraph or Third Party Licensors, as do all applicable rights in patents, copyrights and trade secrets and any other proprietary rights in the Software. Software provided hereunder is valuable, proprietary and unique, and Customer agrees to be bound by and observe the proprietary nature thereof as provided herein.
- B. Customer acknowledges that unauthorized reproduction, use, or disclosure of the Software or any part thereof may cause irreparable injury to Cartegraph or Third Party Licensors, who may therefore be entitled to injunctive relief to enforce these license restrictions, in addition to any other remedies available at law, in equity, or under this Agreement.
- C. Customer agrees that Cartegraph or Third Party Licensors may audit Customer's Software usage remotely or on-site during Support, Services or Hosting or upon reasonable notice and during standard business hours. Prevention of audit by Customer may be grounds for termination of this Agreement.
- D. Cartegraph agrees that ownership of data in Data Files remains with Customer. However, Customer agrees that Cartegraph may access Data Files and grants Cartegraph a license to use the data for 1) internal business purposes to evaluate the use and operation of the Software, Support, Services or Hosting; and 2) marketing purposes provided that any information shared with third parties is anonymized and/or aggregated so that Customer cannot be identified from the information.

3. License Fees, Support Charges, Services and Hosting Charges.

- A. Customer agrees to pay the license fees for the Software, Support charges, Services charges and Hosting charges as set forth in the Purchase Agreement for each Product.
- B. Cartegraph agrees that the total amount listed in the Purchase Agreement shall be considered the not-to-exceed price for the Software, Support, Services and Hosting included in that Purchase Agreement. Hosting includes 50G of available file storage. If additional storage is required, the Customer can purchase in 50G increments.
- C. Customer agrees that all payments are due 30 days from date of invoice and Customer shall be in default if amounts due have not been received in that time period. Customer's default will constitute sufficient cause for Cartegraph to suspend or terminate the Software license, Support, Services and Hosting under this Agreement.
- D. Customer shall be invoiced for Software, Support, Hosting and hardware upon delivery. Customer shall be invoiced for Services as set forth in the Purchase Agreement.
- E. Customer shall reimburse Cartegraph for reasonable expenses incurred during the provision of Support, Services or Hosting. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred. Estimated expenses shall be included in each Purchase Agreement and include the number of trips to customer site. Cartegraph shall not exceed the estimated expenses without written approval from Customer.

4. Delivery and Installation.

A. On-Site Installation

- 1. This subsection "A" regarding On-Site Installation shall apply if Customer elects, as indicated in the Purchase Agreement, to have Software and Products installed on Customer's Servers and Client computers at Customer's facilities ("On-Site") instead of utilizing Cartegraph Hosting Services.
 - a. Execution of a Purchase Agreement by Customer shall be considered as Customer's notification to Cartegraph to proceed with delivery of the Products identified in the Purchase Agreement.
 - b. Delivery of Software and Support shall take place reasonably quickly after execution of the Purchase Agreement. Cartegraph shall provide access to the Software to Customer in a downloadable form. Notification by Cartegraph that Software is available for download shall constitute delivery of Software and Support, regardless of when Customer downloads the Software.
 - c. Customer shall be responsible for installation of the Client Software on Customer's Clients, unless agreed otherwise.
 - d. After execution of the Purchase Agreement, delivery of Services will be scheduled in cooperation with Customer. Customer shall remain responsible for Service charges even if Services are not delivered.
 - e. Any hardware included in the Purchase Agreement shall be ordered after execution of the Purchase Agreement. Delivery of hardware will be scheduled in cooperation with Customer.

B. Hosting

- 1. This subsection "B" regarding Hosting shall apply if Customer elects, as indicated in the Purchase Agreement, to utilize the Hosting services offered by Cartegraph instead of having the Software installed On-Site, as described in the previous subsection.

- a. Execution of a Purchase Agreement shall be considered as Customer's notification to Cartegraph to proceed with delivery of the Software and Services as indicated in the Purchase Agreement.
- b. Delivery of Software, Support, and Hosting shall take place reasonably quickly after execution of the Purchase Agreement. Cartegraph shall provide access to the Server Software to Customer on a Host Computer System. Notification by Cartegraph that Server Software is available for access shall constitute delivery of Server Software, Support and Hosting, regardless of when Customer first accesses the Server Software.
- c. Cartegraph shall be responsible for installation of the Server Software on Cartegraph's Host Computer System. Customer shall be responsible for installation of the Client Software on Customer's Clients, unless agreed otherwise.
- d. After execution of the Purchase Agreement, delivery of Services will be scheduled in cooperation with Customer. Customer shall remain responsible for Service charges even if Services are not delivered.
- e. Any hardware included in the Purchase Agreement shall be ordered after execution of the Purchase Agreement. Delivery of hardware will be scheduled in cooperation with Customer.

2. **Hosting Services**

- a. Cartegraph will install, and operate Server Software on one or more Host Computer Systems.
- b. Cartegraph will provide all equipment, software and services necessary for the operation, maintenance and support of one or more Host Computer Systems and the Server Software. Cartegraph may contract with third parties for all or part of such equipment, software and services ("Third Party Hosts"). Cartegraph reserves the right to change the configuration of the Host Computer System and the Server Software and to change or delete such equipment or software at any time, but Cartegraph shall make the Software compatible with such change or deletion without additional charge to Customer.
- c. Customer shall have access to and be permitted to use the Server Software via Clients.
- d. Customer shall provide a computing and networking environment that meets the minimum requirements set forth in Cartegraph's published specifications.
- e. Customer shall be responsible for all bandwidth between Host Computer System and Clients and in such amounts as to provide reasonable responsiveness of the system.
- f. Cartegraph shall perform a full back-up of data files on a daily basis. The daily full back-up will be retained for (14) fourteen days and then deleted unless customer contracts for additional days. Cartegraph's hosting services uses RAID 10 which both mirrors the data and stripes across multiple drives creating redundancy. Cartegraph hosting services have dual redundancy with offsite back-up storage and a back-up data centers
- g. The Host Computer System shall be used by Customer only for purposes relating to Customer's own use of the Software. Customer shall have no right to assign any of its rights under this section.
- h. Customer agrees that it shall be bound by the terms and conditions of any agreement between Cartegraph and any Third Party Hosts that relate to the use and operation of Host Computer Systems. Cartegraph will apprise Customer of the terms and conditions of such agreements from time to time.
- i. Cartegraph will take reasonable precautions to guard against unauthorized access to Data Files. However, Cartegraph assumes no responsibility that the Software will be used properly.
- j. Customer shall have the right to receive Data Files within sixty (60) days of termination of any Hosting on the condition that customer has paid all outstanding invoices owed to Cartegraph.

3. **Availability of Host Computer System.**

- a. If Cartegraph contracts with a Third Party Host to provide Hosting, the service level provided by the Third Party Host shall be the service level provided by Cartegraph to Customer, except as required for Cartegraph to provide Support under this Agreement.
- b. In general, Server Software will be available for use and access by Customer 24 hours a day, 7 days a week, except for scheduled maintenance to take place at commercially reasonable times. Furthermore, if access to the Server Software becomes a problem, then Cartegraph shall provide Support in view of the severity of the problem.
- c. Server Software will be available for use and access by Customer during back-up activities performed by Cartegraph.

5. Support.

- A. Scope of Support. Support includes the response to and resolution of Customer-encountered problems with the Software as reported to Cartegraph by Customer.
 - 1. Resolution of Customer-encountered problems shall, at Cartegraph's option, consist of (1) maintenance provided through telephone, email or remote access; (2) correction of the problem in the Software program; or (3) delivery of bug fixes or workarounds limited to the current or immediate prior Software release.
 - 2. Cartegraph will only support licensed Software located on Servers or Clients. Cartegraph will use commercially reasonable efforts to respond to Customer problems according to the priority level of the problem.
 - 3. Support may also include upgrades to Software.
- B. Support Limitations. Any Support is dependent upon the use by Customer of unmodified Software (except as authorized by Cartegraph) operated in accordance with Cartegraph's documentation. Support specifically excludes the following: (1) Support to a version of Software other than the current or immediate prior release; (2) efforts to restore a release of the Software beyond the current or immediate prior release; (3) efforts to restore a Customer Data File beyond the most recent back-up; and (4) efforts to convert a Customer Data File to another format.

As part of Support, Cartegraph is under no obligation to modify the Software so that the modified Software would depart from Cartegraph's published specifications for the Software.

6. Professional Services.

- A. The professional consulting services and deliverables to be performed or delivered by Cartegraph under this Agreement may include, but are not limited to: consulting, network engineering, systems integration, hardware installation, special studies, pre-installation support, installation of Client Software, installation support, training, custom Software modification, tools/utilities components, programming and documentation, data conversion, application design and development, systems analysis and design, conversions, implementing planning and implementation of the Software (collectively referred to as the "Services").
- B. Services shall only be provided as the result of a Purchase Agreement and any attached statements of work.
- C. Services will be provided during the hours of 7:00 a.m. to 7:00 p.m., Central Standard or Central Daylight Time, whichever is applicable, Monday through Friday excluding holidays.

7. Customer's Responsibilities.

- A. Customer is responsible for maintenance and installation of any Clients, common carrier equipment or communication equipment related to the operation of the Software and not furnished by Cartegraph. Before Customer introduces equipment not within Cartegraph's published specification, Cartegraph must approve the additional equipment.
- B. Customer is responsible for charges incurred for communication facilities at Customer's facilities, whether incurred by Customer or by Cartegraph Support representatives while performing Support on the Software.
- C. Customer is responsible for performing Software back-ups in accordance with published documentation.
- D. Customer shall notify Cartegraph of any problem and shall allow Cartegraph reasonable access to the Software for performing Support, Services or Hosting.
- E. Customer shall furnish Cartegraph, at Customer's expense, all technical data and information as may be necessary to furnish Support, Services or Hosting.
- F. Customer shall grant Cartegraph access to Servers and Clients as may be necessary for the adequate delivery of the Support, Services or Hosting.

- 8. **Software Modification.** Cartegraph and Third Party Licensors will not be responsible to Customer for loss of use of the Software or data or for any other liabilities arising from alterations, additions, adjustments or repairs which are made to the Software by Customer or third parties. Cartegraph reserves the right to terminate the Software license, Support, Services or Hosting under this Agreement upon written notice to Customer if any such alteration, addition, adjustment or repair adversely affects Cartegraph's ability to render Support, Services or Hosting.

9. Term.

- A. Unless terminated by Cartegraph in accordance with this Agreement, the term of the Software license, Support and Hosting shall begin upon the execution of a Purchase Agreement and shall continue for the period of time identified in that Purchase Agreement.
- B. Support for any subsequently added components or upgrades shall be either coterminous with the term of Support applicable to the Software initially covered or as otherwise agreed and stated in the Purchase Agreement.
- C. If Customer elects to purchase Services, then Services shall terminate as agreed in the appropriate Purchase Agreement.

- D. Unless otherwise stated in the most recently executed Purchase Agreement, this Agreement and the Purchase Agreement shall automatically renew at the then current rates for a one (1) year term beginning on the first day following the date identified in the Purchase Agreement as the end of the term of this Agreement. Such automatic renewal shall continue after the end of each successive year until a new Purchase Agreement is executed or until Customer or Cartegraph terminate this Agreement as provided for herein.
- E. If this Agreement and the most recently executed Purchase Agreement are automatically renewed under the terms of the previous paragraph "D", there shall be an automatic increase of up to five percent (5%) annually to all prices that were in effect during the immediately previous term.
- F. If Customer wishes not to renew this Agreement, Customer must provide written notice of Customer's intent not to renew this Agreement at least ninety (90) days prior to the end of the term then in effect.
- G. Notwithstanding anything to the contrary in this Section, Support, Services and Hosting shall terminate immediately upon termination of this Agreement.

10. Termination.

- A. Notwithstanding the foregoing, Cartegraph shall have the right to terminate this Agreement if Customer fails to pay any and all required license fees, Support charges, Services charges, Hosting charges or otherwise fails to comply with this Agreement or the terms and conditions of any applicable Third Party Licensor agreement.
- B. Upon expiration of the license term or upon notice of such termination, Customer shall immediately return or destroy the Software and all portions and copies thereof as directed by Cartegraph or Third Party Licensors and, if requested by Cartegraph or Third Party Licensors, shall certify in writing as to the destruction or return of the same.
- C. Any termination of this Agreement shall automatically terminate Support, Services and Hosting provided under any Purchase Agreement or Statements of Work, unless otherwise agreed. All confidentiality and non-disclosure obligations shall survive any such termination.
- D. Customer shall have the right to terminate this Agreement, according to the terms provided herein, by returning or destroying the Software and all portions and copies thereof and certifying in writing as to the destruction or return of the same.
- E. If Customer wishes to terminate this Agreement prior to the end of the term of this Agreement as identified above or in the appropriate Purchase Agreement, Customer must provide Cartegraph with written notice of such intent to terminate at least ninety (90) days prior to such termination. Any such termination by Customer shall subject Customer to the cancellation fee identified below.
- F. If Customer terminates before the date set in the Purchase Agreement, Customer shall pay a cancellation fee equal to 80% of the remainder of licensing fees, Support charges and Hosting charges due under this Agreement. There shall be no cancellation fee for Services not yet performed. However, no matter the reason, Customer's termination shall not relieve it of the obligation to pay any amounts already due under this Agreement.
- G. Provided however, if Customer is a governmental entity and Software, Support, Services or Hosting are not funded for future fiscal years under the appropriate legal budgeting process for such governmental entity, Customer may terminate for future fiscal years with the cancellation fee identified in the previous paragraph reduced from 80% to 20%. There shall be no cancellation fee for Services not yet performed. However, no matter the reason, Customer's termination shall not relieve it of the obligation to pay any amounts already due under this Agreement.
- H. Cartegraph shall have the right to terminate Hosting, if Hosting services are being provided, by giving at least ninety (90) days written notice that Cartegraph cannot meet its obligations of availability of the Host Computer System.
- I. In addition to the right of termination provided to Cartegraph under other sections of this Agreement, Cartegraph shall have the right to terminate the Software license, Support, Services and/or Hosting upon the occurrence of any of the following events:
 - 1. Customer's oldest invoice is ninety (90) days past due. Support hold will be initiated when customer's oldest invoice is thirty (30) days past due or,
 - 2. Subject to applicable law, the appointment of a receiver, trustee in bankruptcy or similar officer for the equity or assets of Customer, or
 - 3. There is an assignment of this Agreement without the prior written consent of Cartegraph.
- J. Termination shall not be Cartegraph's exclusive remedy and termination shall not adversely affect any claim for damages against Customer.

11. Limited Warranty.

- A. Cartegraph warrants that it has the right to sublicense the Software being licensed hereunder pursuant to the terms provided herein.
- B. Cartegraph warrants that the Software will conform to Cartegraph's published specifications until Support ends.

- C. Provided that the Software is used in a manner for which it was designed as set forth in the Software, Cartegraph's sole obligation and liability hereunder for the Software shall be to use reasonable efforts to remedy any substantial non-conformance which is reported to Cartegraph. In the alternative, Cartegraph may refund amounts paid by Customer pursuant to Purchase Agreements for such Software products.
- D. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE LICENSED HEREUNDER.
- E. SUPPORT, SERVICES AND HOSTING SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUPPORT, SERVICES AND HOSTING PROVIDED UNDER THIS AGREEMENT DO NOT ASSURE THE UNINTERRUPTED OPERATION OF THE SOFTWARE.
- F. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO TERMINATE THE SOFTWARE LICENSE, SUPPORT OR SERVICES. THE REMEDY SET FORTH IN THIS SECTION IS CARTEGRAPH'S SOLE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, IN LIEU OF ALL OTHERS, FOR ANY BREACH BY CARTEGRAPH OF ITS SOFTWARE, SUPPORT, SERVICES AND HOSTING WARRANTIES HEREUNDER.

12. Limitation of Liability. TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW:

- A. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF DATA, HOWEVER ARISING, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;
- B. EXCEPT FOR DAMAGES RESULTING FROM BODILY INJURY OR PATENT OR COPYRIGHT INFRINGEMENT, AS DISCUSSED BELOW, IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER UNDER THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER TO CARTEGRAPH DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING CAUSE TO SUCH LIABILITY.
- C. If Cartegraph will provide Support or Services at Customer's location, liability of Cartegraph arising out of bodily injury, shall not in any event exceed the limits of its insurance coverage.

13. Insurance. If Cartegraph will provide Support or Services at Customer's location, Cartegraph will carry commercial general liability insurance with a limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit, business auto liability insurance with a limit of \$1,000,000 and workers compensation insurance with statutory coverage. Cartegraph agrees to hold harmless and defend Customer and its agents, officials and employees from bodily injury and property damage claims related to or caused by the sole negligence of Cartegraph employees or contractors.

14. U.S. Government Restricted Rights. The Software is commercial software and the Software is provided with restricted rights. Use, duplication or disclosure by the Government is subject to restrictions as set forth in paragraph (c)(1)(ii) of the Rights in Technical Data and Computer Software Clause at DFARS 252.227-7013 of subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable.

15. Employees and Conflicts of Interest. This Agreement shall not prevent Cartegraph from performing similar services or restrict Cartegraph's use of the employees or contractors provided under this Agreement.

16. Proprietary Rights and Confidential Information of Cartegraph.

- A. Certain information and materials supplied by Cartegraph with the Products, such as, without limitation, deliverables, manuals, diagrams, drawings, plans, flowcharts, software, technical processes and formulae, source codes, product designs, sales, costs and other unpublished financial information, product and business plans, usage rates, relationships, projects and data, are Cartegraph's or Third Party Licensors' confidential or proprietary trade secrets (the "Confidential Information") and Cartegraph furnishes them solely to assist Customer in the installation, operation and use of Software. Customer must not reproduce, copy or disclose such Confidential Information except as is reasonable and necessary to properly use Software. Nothing herein shall restrict Customer from complying with its obligations under any law requiring disclosure, but Customer shall give Cartegraph five days prior notice before any release of Confidential Information.
- B. Customer acknowledges and agrees that Cartegraph or Third Party Licensors shall suffer irreparable injury not compensable by money damages and therefore shall not have an adequate remedy at law in the event of an unauthorized use of proprietary rights or an unauthorized use or disclosure of any Confidential Information in breach of the provisions of this Agreement. Accordingly, Cartegraph or Third Party Licensors shall be entitled to injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that Cartegraph or Third Party Licensors may have at law or in equity.

17. Proprietary Information of Customer.

- A. In order to provide Products under this Agreement, Customer may, from time to time, disclose to Cartegraph certain information respecting Customer's technical, financial, statistical and personnel data, (hereinafter "Information"). Any

such Information which is submitted in writing to Cartegraph by the Customer and which is clearly and conspicuously marked as confidential shall be protected by Cartegraph against unauthorized disclosure by using the same degree of care and discretion that Cartegraph uses with similar Information which Cartegraph does not want disclosed to third parties. However, Cartegraph shall not be required to protect Information which (a) is or becomes publicly available, (b) is already in Cartegraph's or its related companies' possession, (c) is independently developed by Cartegraph outside the scope of this Agreement, or (d) is rightfully obtained from third parties. Cartegraph's obligations under this Section shall cease immediately upon return to Customer or destruction by Cartegraph of such Information.

- B. Cartegraph shall not be required to protect any ideas, concepts, know-how, or techniques relating to data, electronic document processing and image processing developed or resulting from the Information or the Services provided under this Agreement.

18. Infringement Indemnification.

- A. Cartegraph or Third Party Licensors will defend any action, suit or proceeding brought against Customer if based on a claim that Products infringe any United States patent or copyright of any third party ("Intellectual Property") provided that Customer promptly notifies Cartegraph or Third Party Licensors immediately and gives Cartegraph or Third Party Licensors full authority, information and assistance for the action's defense. Cartegraph or Third Party Licensors will pay all damages and costs awarded therein against Customer, but shall not be responsible for any compromise made without its consent. Cartegraph or Third Party Licensors may, at any time it is concerned over the possibility of such an infringement, at its option and expense, replace or modify Products so that infringement will not exist. In the alternative, Cartegraph may remove a component of Products involved and refund to Customer the price as depreciated by an equal annual amount over five (5) years.
- B. Cartegraph and Third Party Licensors shall have no liability to Customer if any Intellectual Property infringement or claim thereof is based upon the use of Products in connection or in combination with equipment, devices, or software not supplied by Cartegraph or used in a manner not expressly authorized by this Agreement or in a manner for which Products were not designed, or if the claim of infringement would have been avoided but for Customer's use of software other than the latest, unmodified release of Software made available to Customer by Cartegraph.
- C. To the extent permitted by Missouri law, Customer shall indemnify and hold Cartegraph and Third Party Licensors harmless from any loss, cost or expense suffered or incurred in connection with any claim, suit or proceeding brought against Cartegraph or Third Party Licensors so far as it is based on a claim that the use, sale or licensing of any Products delivered hereunder and modified or altered or combined with any products, device, or software not supplied by Cartegraph hereunder constitutes an infringement because of such modification, alteration or combination.

19. Miscellaneous.

- A. Taxes. Customer shall pay all taxes, levies and similar governmental charges, however designated, and all liabilities with respect thereto which may be imposed by any jurisdiction, including, without limitation, customs, privilege, excise, sales, use, value-added and property taxes levied or based on gross revenue or operation of this Agreement, except those taxes based upon Cartegraph's net income.
- B. Relationship of the Parties: Cartegraph and Customer are independent of each other. This Proposal does not and is not intended to create in any way or manner or for any purpose an employee/employer relationship or a principal-agent relationship. Neither party is authorized to enter into agreements for or on behalf of the other, to create any obligation or responsibility, express or implied, for or on behalf of the other, to accept payment of any obligation due or owed the other, or to accept service of process for the other. Cartegraph is an independent contractor, customarily engaged in the performance of similar services for other parties.
- C. Attorney's Fees/Legal Proceedings: In the event of any litigation or other proceeding between the parties relating to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and other reasonable costs incurred in connection therewith and in pursuing collection, appeals and other relief to which that party may be entitled.
- D. Export. Customer agrees that the Software, Support, Services and Hosting purchased hereunder will not be exported directly or indirectly, separately or as part of any system, without first obtaining a license from the U.S. Department of Commerce or any other appropriate agency of the U.S. Government, as required.
- E. Assignment. Customer may not assign, voluntarily or by operation of law, any of its rights or obligations in this Agreement except with Cartegraph's prior written consent. This Agreement will be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- F. Waiver. The parties' rights and remedies are separate and cumulative. Neither parties' waiver nor failure to exercise in any respect any right or remedy provided in this Agreement is a waiver of any future right or remedy hereunder.
- G. Force Majeure. If any cause beyond Cartegraph's reasonable control prevents Cartegraph from performing under this Agreement by a given date or time, Cartegraph's performance will be automatically postponed.

- H. Choice of Law. Cartegraph agrees that jurisdiction and venue are proper in the state where the Customer has its principal place of business and that the law of the state where the Customer has its principal place of business shall govern any litigation that results from this Agreement.
- I. Severability. The invalidity of any provision of this Agreement will not affect the validity and binding effect of any other provision.
- J. Notice. Notices hereunder must be sent to the addresses on the face of this Agreement, or to such other addresses as specified by a notice complying with this provision. Notice is effective on the earlier of actual receipt or five days after deposit in the mail. Notices in the form of a fax or email are acceptable. Notices must be sent to the attention of the person signing on behalf of the party.
- K. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral between Cartegraph and Customer. This Agreement is not an acceptance of any conflicting terms and conditions and will prevail over any conflicting Customer's terms and conditions. Notwithstanding the foregoing, Customer agrees and acknowledges that the license(s) granted hereunder to Customer may be subject to additional terms and conditions of certain Third Party Licensors, which terms and conditions may be subject to change from time to time without notice at the sole discretion of such Third Party Licensors. A current copy of all such Third Party Licensor terms and conditions can be found at <http://www.cartegraph.com/privacy-policy/#third-party-licenses>.
- L. Amendment. Only a writing executed by authorized representatives of the parties and referenced as an amendment to this Agreement may modify, supplement, or change this Agreement.
- M. Customer gives Cartegraph permission to use customer's organization name and/or logo for promotional purposes, including, but not limited to industry announcements, public press releases, and customer stories.

Purchase Agreement

Cartegraph is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between Boone County, Missouri (hereinafter referred to as "**Customer**" or "**Licensee**") and **Cartegraph Systems, Inc.** (hereinafter referred to as "**Cartegraph**"). This Purchase Agreement is intended to supplement, clarify, and amend the Master Agreement previously executed between **Cartegraph** and **Customer**. In the case that any terms or conditions provided in the Master agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Master Agreement, #MA232 dated December 15, 2016 shall control.

| | |
|---|----------------------------------|
| Customer Bill To: Boone County, Missouri 5551 South Highway 63 Columbia, MO 65201 573-449-8515 | Customer Ship To: Same |
|---|----------------------------------|

Investment Summary

Cartegraph's proposed fees for this project are included in the summary below.

Date: December 21,
2016

Purchase Agreement December 31, 2016
Expiration Date:

Purchase #PA423
Agreement
No.:

| | Purchase Type | Citizen/Qty. | Unit Price | Total Price |
|----------------------------------|--|--------------|-------------|--------------------|
| YEAR 1 | | | | |
| SOFTWARE PRODUCTS | | | | |
| Cartegraph OMS Platform by Asset | Storm Culvert Asset per citizen Subscription, Cartegraph Cloud, 2/1/17 – 1/31/18 | 43,320 | \$0.05 | \$2,166.00 |
| Cartegraph OMS Platform by Asset | Pavement Asset per citizen Subscription, Cartegraph Cloud | 43,320 | \$0.05 | \$2,166.00 |
| Cartegraph OMS Extension | Advanced Asset Management per-citizen Subscription | 43,320 | \$0.15 | \$6,498.00 |
| OMS Users | Esri User Pack Subscription – 5 Named Users | 3 | \$2,500.00 | \$7,500.00 |
| Cartegraph OMS Users | User Pack Subscription – 5 Named Users | 3 | \$2,500.00 | \$7,500.00 |
| Cartegraph OMS -- Hosting | Cartegraph Cloud Shared Hosting Subscription | 1 | \$2,500.00 | \$2,500.00 |
| Cartegraph OMS | Offline with Cartegraph for iPad | 43,320 | \$0.05 | \$2,166.00 |
| FIELD SERVICES | | | | |
| Implementation Services | Fixed Fee Service | 1 | \$29,299.28 | \$29,299.28 |
| ESTIMATED EXPENSES | | | | \$3,200.00 |
| YEAR 1 SUB-TOTAL | | | | \$62,995.28 |

| YEAR 2 | | | | |
|----------------------------------|--|--------|------------|---------------------|
| SOFTWARE PRODUCTS | | | | |
| Cartegraph OMS Platform by Asset | Storm Culvert Asset per citizen Subscription, Cartegraph Cloud, 2/1/18 – 1/31/19 | 43,320 | \$0.05 | \$2,166.00 |
| Cartegraph OMS Platform by Asset | Pavement Asset per citizen Subscription, Cartegraph Cloud | 43,320 | \$0.05 | \$2,166.00 |
| Cartegraph OMS Extension | Advanced Asset Management per-citizen Subscription | 43,320 | \$0.15 | \$6,498.00 |
| Cartegraph OMS Users | User Pack Subscription – 5 Named Users | 3 | \$2,500.00 | \$7,500.00 |
| Cartegraph OMS – Hosting | Cartegraph Cloud Shared Hosting Subscription | 1 | \$2,500.00 | \$2,500.00 |
| Cartegraph OMS | Offline with Cartegraph for iPad | 43,320 | \$0.05 | \$2,166.00 |
| YEAR 2 SUB-TOTAL | | | | \$22,996.00 |
| YEAR 3 | | | | |
| SOFTWARE PRODUCTS | | | | |
| Cartegraph OMS Platform by Asset | Storm Culvert Asset per citizen Subscription, Cartegraph Cloud, 2/1/19 – 1/31/20 | 43,320 | \$0.05 | \$2,166.00 |
| Cartegraph OMS Platform by Asset | Pavement Asset per citizen Subscription, Cartegraph Cloud | 43,320 | \$0.05 | \$2,166.00 |
| Cartegraph OMS Extension | Advanced Asset Management per-citizen Subscription | 43,320 | \$0.15 | \$6,498.00 |
| Cartegraph OMS Users | User Pack Subscription – 5 Named Users | 3 | \$2,500.00 | \$7,500.00 |
| Cartegraph OMS – Hosting | Cartegraph Cloud Shared Hosting Subscription | 1 | \$2,500.00 | \$2,500.00 |
| Cartegraph OMS | Offline with Cartegraph for iPad | 43,320 | \$0.05 | \$2,166.00 |
| YEAR 3 SUB-TOTAL | | | | \$22,996.00 |
| TOTAL COST (3-YEAR TERM) | | | | \$108,987.28 |

NOTES: The pricing listed above does not include applicable sales tax.
 In Years 2 and 3, ESRI will bill customer directly for Esri ArcGIS User Licenses at their current price.

Payment Terms and Conditions

In consideration for the Services and Products provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** Software Costs and Professional Service Fees in U.S. Dollars as described below:

1. **Delivery:** Software Products shall be licensed upon acceptance of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.
2. **Services Scheduling:** **Customer** agrees to work with **Cartegraph** to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement.
3. **Software Invoicing:** The Software Subscription Licenses fee will be due in annual installments 15 days prior to the anniversary of the initial term as follows:
 - a. \$30,496.00 due on January 16, 2017.
 - b. \$22,996.00 due 15 days prior to 1st year anniversary of term start date.
 - c. \$22,996.00 due 15 days prior to 2nd year anniversary of term start date
4. **Field Services Invoicing:** Invoicing for the Field Services fee shall occur upon the acceptance of this Purchase Agreement and shall be invoiced as follows:
 - a. Invoicing for the Field Services shall be 50% upon on January 16, 2017 and the remaining 50%, 2 months from execution of Purchase Agreement.
5. **Expenses:** In providing the field services included in this Purchase Agreement, **Cartegraph** shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, meals, and cancellation fees. Out-of-pocket expenses are billed based on actual costs incurred and are due separately.
6. **Payment Terms:** All payments are due Net 30 days from date of invoice.

The Commercial General Liability policy shall be endorsed to include Boone County, Missouri as an additional insured, but only with respect to liability for bodily injury, property damage, or personal or advertising injury, and only to the extent injury or damage is caused in whole or in part by the acts or omissions of Cartegraph or those acting on its behalf in the performance of its ongoing work for Boone County, Missouri. The insurance shall apply on a primary and non-contributory basis to any valid and collectible policies available to Boone County, Missouri, but is still excess over any other valid and collectible insurance that is available to Boone County, Missouri, when Boone County, Missouri is an additional insured under other such insurance. Boone County, Missouri status as an additional insured will cease once Cartegraph's operations or work has been completed. Regardless, this coverage is subject to the provisions contained in the policy and endorsements applicable to Cartegraph's Commercial General Liability policy, which will be provided upon request.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

By 
(Signature)

Randy L. Skemp
(Type or print name)

Title Vice President of Sales

Date 12-21-2016

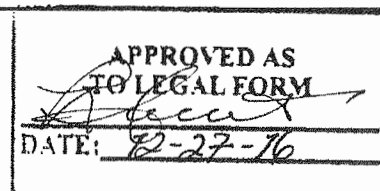
Boone County, Missouri

By 
(Signature)

JANET M THOMPSON
(Type or print name)

Title ACTING PRESIDING COMMISSIONER

Date 1-5-17



Cartegraph Systems, Inc.

Addendum A - Software Products

Cartegraph hereby pledges to issue software licenses in the agreed upon quantities specified in your Investment Summary. The "Software," as defined in Master Agreement #MA232, consists of developed and supported technology products available from Cartegraph.

In addition to full access to Cartegraph licensed software, your organization will receive:

1. Support

- a. *Campus – www.cartegraph.com/campus***

Our User Assistance area is a convenient and easily-shareable resource designed to help you and your co-workers better understand the functions and capabilities of your Cartegraph applications. Instantly access user tips, step-by-step guides, videos, and more.
- b. *Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050***

When questions need answers and difficulties arise, count on our industry-leading Support team to provide the guidance and assistance you need. Reach us as often as you need Monday-Friday, 7:00 am-7:00 pm CT.
- c. *Secure, Live Remote Support***

If your challenge requires a more hands-on approach, we have the remote support tools to fix it. Let one of our Support Team members directly interact with your system to find a fast, effective solution.

2. Training & Education

- a. *Convenient Online Resources***

All the information you need, one click away. Take advantage of online training opportunities, tutorial videos, upcoming event information, and more.
- b. *Regional User Groups***

Meet and network with similar Cartegraph users in your region. Our smaller, more personalized User Groups allow you to find out what other organizations are doing to get more from their Cartegraph Systems.

3. Software Releases & Upgrades

- a. *New Software Releases***

Be the first to know about all new Cartegraph releases, enhancements, and upgrades. Gain immediate access to the latest features and functionality, and increased system performance.
- b. *Hot Fixes***

If an issue is determined to be a software defect and falls outside the standard release cycle, Cartegraph will issue a hot fix and provide application specialists with detailed levels of product knowledge to work with you in achieving a timely and effective resolution.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

By *Randy L. Skemp*
(Signature)

Randy L. Skemp
(Type or print name)

Title Vice President of Sales

Date 12-21-2016

Boone County, Missouri

By *Janet M. Thompson*
(Signature)

JANET M. THOMPSON
(Type or print name)

Title ACTING PRESIDING COMMISSIONER

Date 1-5-17

APPROVED AS
TO LEGAL FORM
[Signature]
DATE: 12-27-16

Cartegraph Systems, Inc.

Addendum B - Field Services (Fee for Service)

The Fee for Field Service Implementation Services as listed in the *Investment Summary* of the Purchase Agreement are specific Cartegraph services which will be delivered to the Customer based on the descriptions below and any descriptions that may be found in the Purchase Agreement's Exhibits. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes. This is an addendum to Customer's Master Agreement #MA232.

Cartegraph OMS – Implementation Scope of Work

Implementation of the Operations Management System (OMS) includes the following professional services:

Setup

- Cartegraph will setup a hosted, production OMS environment. If a test or sandbox environment is purchased, Cartegraph will also setup a hosted, test OMS environment.
- Cartegraph will provide an overview, up to two (2) hours, of Cartegraph and ArcGIS Online user-based logins and User/Role functionality.
- Cartegraph will provide a template file to be utilized by your staff to populate Roles and Users to be utilized for OMS.
- Cartegraph will utilize the template to create users and roles in OMS. (Note: Subsequent User and/or Role changes will be your administrator's responsibility.)
- Cartegraph will provide documentation and guidance, up to four (4) hours, for your technical GIS staff to configure Esri Basemap Services for OMS integration. Guidance will be geared towards OMS/Esri integration functionality and requirements.
- Cartegraph will setup the OMS Platform, including the Request, Work, Resource, and Asset Management areas of the software. *Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.*

Consulting

- Cartegraph will provide a two-day (2-day) onsite requirement gathering workshops to increase our understanding of your business and functional goals. Through workshops and interviews, Cartegraph will identify best fit scenarios for OMS and provide a brief including any challenges as well as recommendations for OMS best practices relevant to your implementation.

Training

- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on overall system navigation and functionality to help familiarize your staff with the software environment and its common functions. Training topics include:
 - Home Screen
 - Logins/Permission
 - Layers
 - Filters
 - Maps
 - Grids

- System Navigation
 - Views (List & Detail)
 - Standard Reports
 - Attachments
 - Requests, Work, Assets, Resources, Reports, and Administrator Tabs
- Cartegraph will provide remote train-the-trainer training, up to two (2) hours, on OMS Esri integration functionality. Training topics include:
 - OMS Esri integration configuration options
 - Integration functionality (basemap and feature)
 - Overall Esri integration requirements, considerations, and Cartegraph recommended best practices
 - Cartegraph will provide a two-day (2-day) onsite "train-the-trainer" training event. The training agenda will be defined and agreed upon by both Cartegraph and your project manager. Topics may include any of the following:
 - Request Management:
 - Requests
 - Requesters
 - Task Creation from Requests
 - Issue library (including settings such as Applies to Asset and Non-Location)
 - Cartegraph recommended best practices for Request and Requester Management
 - Work Management:
 - Create Task(s) (Asset/Non-Asset)
 - Assignments (Add, Edit, Remove)
 - Task Menu Actions
 - Related Work Items
 - Create Work Order
 - Associate Task to WO
 - Repeat Work Orders
 - Work Order Menu Actions
 - Enter Resources
 - Timesheets
 - Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
 - Cartegraph recommended best practices for Work Management
 - Asset Management:
 - Asset Details
 - Inspections
 - Linked assets (if applicable)
 - Container/Component Relationships (if applicable)
 - Cartegraph recommended best practices for Asset Management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

- Resource Management:
 - Resource Details
 - Labor/Equipment Rates
 - Material Management (Stock, Usage, Adjustments)
 - Vendor Price Quotes

- Cartegraph recommended best practices for Resource Management
- Cartegraph for iPad:
 - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
 - Work Management
 - Create and Update Tasks (Asset/Non-Asset)
 - Assign Tasks
 - Enter Resources
 - Inspections
 - Asset Management
 - Create and Update Assets
 - Request Management
 - View and Update Requests
 - View Requester information
 - Create Task from Request
 - Cartegraph recommended best practices for mobile device use
- Administrator:
 - Administrator:
 - User Administration, Role Administration, Import/Export, Error Log
 - Settings:
 - System Settings, Base Map Administration, Geocode Settings, GIS Integration Settings, Background Task Scheduler, Asset Color Manager
 - Manager:
 - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager
 - Cartegraph Administrator Application
 - Report Creation

Extensions

- Cartegraph will provide remote train-the-trainer training, up to eight (8) hours, on Advanced Asset functionality. Training topics include:
 - Preventative Maintenance
 - Performance Management
 - Prediction Groups
 - Minimum Condition Groups
 - Activities and Impacts
 - Criticality Factor
 - Install/Replaced Dates
 - Cartegraph recommended best practices for advanced asset management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

Go-Live Support

- Cartegraph will provide up to two (2) remote web conferences (not to exceed 4 hours total) to be utilized for Go-Live Support. The agenda will be defined, and agreed upon, by both your and Cartegraph's project managers. Topics may include any of the following:
 - Refresher training for items listed in the scope of work
 - Software and process support for staff during production roll out
 - Field, Layout, and Report configuration guidance, if applicable

Data Services

- Cartegraph will provide one test and one production data load service through standard import/export functionality. Cartegraph will provide template documents for data population. Once populated by your staff, Cartegraph will load the data into your test or production OMS environment. Data loads may include data such as:
 - Parent level asset records
 - Asset location (spatial x/y) attributes
 - Parent level resource (Labor, Equipment Material, Vendor) records
 - Resource Rate (Labor, Equipment, Material) records
 - Standard system libraries

- Cartegraph will provide one test and one production Standard Data Conversion service to assist with your migration from the latest version of Cartegraph Navigator to Cartegraph OMS. The Standard Data Conversion service includes the following:
 - Assets
 - Parent records and associated parent-level attributes
 - Child records and associated child-level attributes
 - Inspection history, including:
 - Date
 - OCI
 - Condition Category and Index records
 - Note: Cartegraph OMS does not support Bridge NBI or Storm/Sewer NASSCO inspection methodology. This data is not included in the Standard Data Conversion service.
 - Open work events in Navigator's Asset Event table
 - Prediction Group (Curves)
 - Asset Events

 - Resources (Labor, Equipment, Material)
 - Parent record and associated parent-level attributes
 - Note: Cartegraph OMS will not support Material Location functionality until the 2016 release.
 - Current Default Rate record
 - Note: Customer is responsible for creating additional rate records to account for overtime, overhead, and/or FEMA rates, if applicable
 - Equipment
 - Fleet Events, if applicable
 - Material
 - Current Quantity-on-Hand
 - Vendor Price Quotes
 - Vendor
 - Parent record and associated parent-level attributes
 - Contacts

- Libraries
 - Standard and custom library data – not specifically excluded below
- Attachment Paths
 - The file paths for Attachments will be updated to refer to the OMS project home. Your internal staff will be responsible for physically relocating files to the project home folder structure required for OMS. Cartegraph will transfer attachment files to the project home folder structure for hosted customers. However, files must be provided in the previously mentioned OMS project home folder structure.
- **Standard Conversion Exclusions**
 - Labor, Equipment, Material Logs from Work Orders
 - Worksheets
 - Requests
 - Citizen data
 - Assets:
 - Bridge: NBI inspection data
 - Storm/Sewer: NASSCO inspection data
 - Pavement: Detailed Distress inspection data
 - PAVEMENTview Plus: Budgets, Scenarios, Models, and associated settings
 - Libraries:
 - Overall Ratings
 - Condition Category Ratings
 - Attachment Files
 - Custom attachment fields or tables

Assets

Asset implementation includes the following professional services:

- Cartegraph will provide installation and training on the following two (2) asset types:
 - Transportation (1)
 - Pavement;
 - Storm (1)
 - Storm Culvert;
- Cartegraph will provide up to five (5) field configurations for each asset type listed above.

Cartegraph will provide all services remotely via audio, video, and web conferences unless otherwise noted.

Customer Responsibility

For the project, you will be responsible for appointing a dedicated project manager that will be responsible for:

- Reviewing the implementation scope of work
- All internal aspects of the project including, but not limited to, internal change management, internal documentation, staff coordination, task completion, and schedule commitment

- Ensuring all scheduled meetings are attended by invited staff
- Partnering with the Cartegraph Project Manager to ensure project success
- Providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems

Exclusions

The following service items are not included in the scope of this project:

- Implementation of any custom modification or integration developed by Cartegraph, your internal staff, or any third-party is not included in the scope of this project unless specifically listed above.
- Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) are not included in the scope of this project unless specifically listed above.
- Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed above.

Customer/Cartegraph Responsibilities

Project representatives from Customer and Cartegraph accepts responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of Cartegraph in the Master Agreement or in this Purchase Agreement. Ongoing management of the day-to-day allocation of Customer and Cartegraph resources and management of project tasks is the responsibility of the Customer and Cartegraph project representatives. Customer and Cartegraph project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed in this Purchase Agreement, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:

1. For those services listed under Field Services, Cartegraph personnel will conduct information gathering and evaluation sessions with various Customer users and management. While Cartegraph respects the time and workload of Customer staff, dedicated time on the part of the appropriate Customer resources is necessary to complete these exercises.
2. The installation process requires the assistance of Customer personnel and suitable access to hardware and systems (e.g., security clearance). Customer is required to supervise the installation process while systems are accessible to Cartegraph. All hardware and software, for both Personal Computers and servers, is expected to be available, installed, and operating as specified in Cartegraph's System Requirements documentation such that delivery and execution of Cartegraph Field Services will not be impeded.
3. Customer and Cartegraph understand that the successful performance of Field Services depends upon Customer fulfilling its responsibilities. The Project assumes that Customer will provide all personnel required to achieve a successful implementation.
4. Customer will provide Internet access and IT staff support as required. For those services that are web-based, Cartegraph utilizes WebEx Meeting (or similar) technology.

Customer shall ensure that their workstation platform and database meet Cartegraph system requirements as specified in the Cartegraph System Requirements documentation. Cartegraph Software will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Cartegraph will discontinue support of its Software within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.

5. Customer agrees to work with Cartegraph to schedule Field Services in a timely manner. All undelivered Field Services shall expire 365 days from the execution of this Purchase Agreement, unless noted differently in Services Scope listed above. Upon expiration of services, the project may be cancelled at Cartegraph's discretion.

Not-to-Exceed Proposal

Cartegraph will not exceed the total included in this Purchase Agreement without written approval from Customer. In the event it becomes apparent to Cartegraph that additional service efforts will be needed due to any changes in the scope of this Purchase Agreement, Cartegraph will notify Customer prior to exceeding the approved efforts and obtain written approval if additional Software or services are required.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

By Randy L. Skemp
(Signature)

Randy L. Skemp
(Type or print name)

Title Vice President of Sales

Date 12-21-2016

Boone County, Missouri

By Janet M. Thompson
(Signature)

JANET M. THOMPSON
(Type or print name)

Title ACTING PRESIDING COMMISSIONER

Date 1-5-17

APPROVED AS
TO LEGAL FORM
[Signature]
DATE: 12-27-16



Company ID Number: 295847

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING**

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 295847

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

| | | | |
|-------------------|---------------------------------------|-------------|-------------------------|
| Name: | ANN M KNEPPER | | |
| Telephone Number: | (563) 556 - 8120 ext. 61256125 | Fax Number: | (563) 556 - 8149 |
| E-mail Address: | ANNMKNEPPER@CARTEGRAPH.COM | | |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|------------------------------|
| PRODUCER Friedman Insurance, Inc. PO Box 759 Dubuque IA 52004-0759 | CONTACT NAME: Pam Buchholtz PHONE (A/C, No., Ext): 563-556-0272 E-MAIL ADDRESS: buchholtzp@friedman-group.com | FAX (A/C, No.): 563-556-4425 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Carte'Graph Systems, Inc. 3600 Digital Dr. Dubuque IA 52003 | INSURER A : Travelers Property Casualty Ins Com | NAIC # 36161 |
| | INSURER B : Continental Casualty Company | 20443 |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |


COVERAGES CERTIFICATE NUMBER: 1413426303 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDITIONAL INSURED | SUBROGATION WAIVED | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|--------------------|-------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | Y | Y | ZLP-14T1793A | 11/1/2016 | 11/1/2017 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPI/OP AGG \$2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | Y | Y | BA-4C272345 | 11/1/2016 | 11/1/2017 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 | | | ZUP-14T17941 | 11/1/2016 | 11/1/2017 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$ \$ |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | HJUB-4C27710-7-15 | 11/1/2016 | 11/1/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| B | Professional E&O | | | B2087285333 | 11/1/2016 | 11/1/2017 | Each Claim \$1,000,000 General Aggregate \$2,000,000 Retention \$10,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Errors & Omission Policy - B2087285333
 Includes Information Risk Network Security & Privacy Injury Liability Sublimits \$1,000,000 with a \$25,000 deductible
 Certificate holder is included as additional insured on the general liability and waiver of subrogation as provided by endorsement CGD417. Additional insured and waiver of subrogation are included on the business auto by endorsement CAT353 Umbrella is form following.
 30 day notice of cancellation is included.

| | |
|---|--|
| CERTIFICATE HOLDER County of Boone, Missouri C/O Purchasing Department 613 E. Ash Street Columbia MO 65201 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|--|

© 1988-2014 ACORD CORPORATION. All rights reserved.

May 4, 2017

**CONTRACT AMENDMENT NUMBER ONE
AGREEMENT FOR
CARTEGRAPH UPGRADE, SUBSCRIPTION, SUPPORT, MAINTENANCE
(WORK ORDER AND ASSET MANAGEMENT SOFTWARE SYSTEM)**

The Agreement **137-123117SS** dated January 5, 2017 made by and between Boone County, Missouri and **Cartegraph Systems, Inc.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. REPLACE the Purchase Agreement pricing page with the following that includes:
 - A. Delete the three (3) OMS Users at \$2,500 each for a total of -\$7,500.
 - B. Add the attached Cartegraph Backup Agreement which includes a \$2,400 annual fee for the implementation services.
 - C. Add the attached GASB Programming Purchase Agreement for a one-time fee of \$8,500.

| | Purchase Type | Citizen/Qty. | Unit Price | Total Price |
|----------------------------------|--|--------------|-------------|--------------------|
| YEAR 1 | | | | |
| SOFTWARE PRODUCTS | | | | |
| Cartegraph OMS Platform by Asset | Storm Culvert Asset per citizen Subscription, Cartegraph Cloud, 2/1/17 - 1/31/18 | 43,320 | \$0.05 | \$2,166.00 |
| Cartegraph OMS Platform by Asset | Pavement Asset per citizen Subscription, Cartegraoh Cloud | 43,320 | \$0.05 | \$2,166.00 |
| Cartegraph OMS Extension | Advanced Asset Management per-citizen Subscription | 43,320 | \$0.15 | \$6,498.00 |
| Cartegraph OMS Users | User Pack Subscription - 5 Named Users | 3 | \$2,500.00 | \$7,500.00 |
| Cartegraph OMS - Hosting | Cartegraph Cloud Shared Hosting Subscription | 1 | \$2,500.00 | \$2,500.00 |
| Cartegraph OMS | Offline with Cartegraph for iPad | 43,320 | \$0.05 | \$2,166.00 |
| BACKUP SERVICES | | | | |
| Implementation Services | Fixed Fee Service | 1 | \$2,400 | \$2,400.00 |
| GASB PROGRAMMING | | | | |
| Implementation Services | Fixed Fee Service | 1 | \$8,500 | \$8,500.00 |
| FIELD SERVICES | | | | |
| Implementation Services | Fixed Fee Service | 1 | \$29,299.28 | \$29,299.28 |
| <i>ESTIMATED EXPENSES</i> | | | | \$3,200.00 |
| YEAR 1 SUB-TOTAL | | | | \$66,395.28 |

YEAR 2**SOFTWARE PRODUCTS**

| | | | | |
|----------------------------------|--|--------|--------|------------|
| Cartegraph OMS Platform by Asset | Storm Culvert Asset per citizen Subscription, Cartegraph Cloud, 2/1/18 - 1/31/19 | 43,320 | \$0.05 | \$2,166.00 |
| Cartegraph OMS Platform by Asset | Pavement Asset per citizen Subscription, Cartegraoh Cloud | 43,320 | \$0.05 | \$2,166.00 |

Commission Order: _____

| | | | | |
|--------------------------|--|--------|------------|--------------------|
| Cartegraph OMS Extension | Advanced Asset Management per-citizen Subscription | 43,320 | \$0.15 | \$6,498.00 |
| Cartegraph OMS - Hosting | Cartegraph Cloud Shared Hosting Subscription | 1 | \$2,500.00 | \$2,500.00 |
| Cartegraph OMS | Offline with Cartegraph for iPad | 43,320 | \$0.05 | \$2,166.00 |
| BACKUP SERVICES | | | | |
| Implementation Services | Fixed Fee Service | 1 | \$2,400 | \$2,400.00 |
| YEAR 2 SUB-TOTAL | | | | \$17,896.00 |

YEAR 3

SOFTWARE PRODUCTS

| | | | | |
|----------------------------------|--|--------|------------|--------------------|
| Cartegraph OMS Platform by Asset | Storm Culvert Asset per citizen Subscription, Cartegraph Cloud, 2/1/18 - 1/31/19 | 43,320 | \$0.05 | \$2,166.00 |
| Cartegraph OMS Platform by Asset | Pavement Asset per citizen Subscription, Cartegraoh Cloud | 43,320 | \$0.05 | \$2,166.00 |
| Cartegraph OMS Extension | Advanced Asset Management per-citizen Subscription | 43,320 | \$0.15 | \$6,498.00 |
| Cartegraph OMS - Hosting | Cartegraph Cloud Shared Hosting Subscription | 1 | \$2,500.00 | \$2,500.00 |
| Cartegraph OMS | Offline with Cartegraph for iPad | 43,320 | \$0.05 | \$2,166.00 |
| BACKUP SERVICES | | | | |
| Implementation Services | Fixed Fee Service | 1 | \$2,400 | \$2,400.00 |
| YEAR 2 SUB-TOTAL | | | | \$17,896.00 |

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.

Cartegraph Systems, Inc.

By: _____
Signature

By: Timothy McCall / Director of Sales
Printed Name/ Title

APPROVED AS TO FORM:
[Signature]
County Counselor

Boone County, Missouri
By: [Signature]
By: Boone County Commission
FRED S. PARAY, ACTING PRESIDING COMMISSIONER

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

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

[Signature] 4/25/17 2040 / 92302 - 93,400
Signature by ay l Date Appropriation Account

Purchase Agreement

Cartegraph is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between Boone County (hereinafter referred to as “**Customer**” or “**Licensee**” and **Cartegraph Systems, Inc.** (hereinafter referred to as “**Cartegraph**”). This Purchase Agreement is intended to supplement, clarify, and amend the Master Agreement previously executed between **Cartegraph** and **Customer**. In the case that any terms or conditions provided in the Master agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Master Agreement, #MA232 dated December 15, 2016 shall control.

| | |
|---|----------------------------------|
| Customer Bill To: Boone County 5551 South Highway 63 Columbia, MO 65201 573-449-8515 | Customer Ship To: Same |
|---|----------------------------------|

Investment Summary

Cartegraph's proposed fees for this project are included in the summary below.

Date: March 10, 2017

Purchase Agreement July 28, 2017
Expiration Date:

Purchase #PA505
Agreement
No.:

| | Purchase Type | Citizen/Qty. | Unit Price | Total Price |
|-------------------------|-------------------|--------------|------------|-------------------|
| FIELD SERVICES | | | | |
| Implementation Services | Fixed Fee Service | 1 | \$2,400.00 | \$2,400.00 |
| TOTAL COST | | | | \$2,400.00 |

NOTES: The pricing listed above does not include applicable sales tax.

Payment Terms and Conditions

In consideration for the Services and Products provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** Software Costs and Professional Service Fees in U.S. Dollars as described below:

1. **Delivery:** Software Products shall be licensed upon acceptance of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.
2. **Services Scheduling:** **Customer** agrees to work with **Cartegraph** to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement.
3. **Field Services Invoicing:** Invoicing for the Field Services fee shall occur upon the acceptance of this Purchase Agreement and shall be invoiced as follows:
 - a. Invoicing for the Field Services shall be due on 7/15/17.
4. **Expenses:** In providing the field services included in this Purchase Agreement, **Cartegraph** shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, meals, and cancellation fees. Out-of-pocket expenses are billed based on actual costs incurred and are due separately.
5. **Payment Terms:** All payments are due Net 30 days from date of invoice.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

By _____
(Signature)
Tim McCool
(Type or print name)

Title Director of Sales

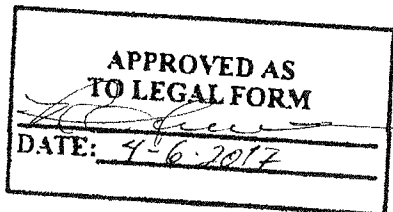
Date 4/12/17

Boone County

By _____
(Signature)
FRED J. PARRY
(Type or print name)

Title ACTING PRESIDING COMMISSIONER

Date 5-4-17



Cartegraph Systems, Inc.

Addendum B - Field Services (Fee for Service)

The Fee for Field Service Implementation Services as listed in the *Investment Summary* of the Purchase Agreement are specific Cartegraph services which will be delivered to the Customer based on the descriptions below and any descriptions that may be found in the Purchase Agreement's Exhibits. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes. This is an addendum to Customer's Master Agreement #MA232.

Scope of Work

Data Services

- Cartegraph will provide the following backup services on a monthly basis:
 - Cartegraph will provide a backup of the hosted database.
 - The database backup file will be delivered via customer's secured FTP site.
 - The database backup file format will be a SQL 2012 backup (.bak) file.
 - Boone County will provide the username and password that will be used for the monthly secure transfer of the database file. Boone County requires Cartegraph to provide a static source IP address with required ports and IP protocols required

Cartegraph will provide all services remotely via audio, video, and web conferences unless otherwise noted.

Customer Responsibility

For the project, you will be responsible for appointing a dedicated project manager that will be responsible for:

- Reviewing the scope of work
- All internal aspects of the project including, but not limited to, internal change management, internal documentation, staff coordination, task completion, and schedule commitment
- Ensuring all scheduled meetings are attended by invited staff
- Partnering with the Cartegraph Project Manager to ensure project success
- Providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems
- All third-party guidance related to custom workflows and custom OMS requirements, if applicable

Exclusions

The following service items are not included in the scope of this project:

- Implementation of any custom modification or integration developed by Cartegraph, your internal staff, or any third-party is not included in the scope of this project unless specifically listed above.
- Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) are not included in the scope of this project unless specifically listed above.
- Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed above.

Customer/Cartegraph Responsibilities

Project representatives from Customer and Cartegraph accepts responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of Cartegraph in the Master Agreement or in this Purchase Agreement. Ongoing management of the day-to-day allocation of Customer and Cartegraph resources and management of project tasks is the responsibility of the Customer and Cartegraph project representatives. Customer and Cartegraph project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed in this Purchase Agreement, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:

1. For those services listed under Field Services, Cartegraph personnel will conduct information gathering and evaluation sessions with various Customer users and management. While Cartegraph respects the time and workload of Customer staff, dedicated time on the part of the appropriate Customer resources is necessary to complete these exercises.
2. The installation process requires the assistance of Customer personnel and suitable access to hardware and systems (e.g., security clearance). Customer is required to supervise the installation process while systems are accessible to Cartegraph. All hardware and software, for both Personal Computers and servers, is expected to be available, installed, and operating as specified in Cartegraph's System Requirements documentation such that delivery and execution of Cartegraph Field Services will not be impeded.
3. Customer and Cartegraph understand that the successful performance of Field Services depends upon Customer fulfilling its responsibilities. The Project assumes that Customer will provide all personnel required to achieve a successful implementation.
4. Customer will provide Internet access and IT staff support as required. For those services that are web-based, Cartegraph utilizes WebEx Meeting (or similar) technology.

Customer shall ensure that their workstation platform and database meet Cartegraph system requirements as specified in the Cartegraph System Requirements documentation. Cartegraph Software will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Cartegraph will discontinue support of its Software within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.

5. Customer agrees to work with Cartegraph to schedule Field Services in a timely manner. All undelivered Field Services shall expire 365 days from the execution of this Purchase Agreement, unless noted differently in Services Scope listed above. Upon expiration of services, the project may be cancelled at Cartegraph's discretion.

Not-to-Exceed Proposal

Cartegraph will not exceed the total included in this Purchase Agreement without written approval from Customer. In the event it becomes apparent to Cartegraph that additional service efforts will be needed due to any changes in the scope of this Purchase Agreement, Cartegraph will notify Customer prior to exceeding the approved efforts and obtain written approval if additional Software or services are required.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

By _____
(Signature)

Tim McCool

(Type or print name)

Title Director of Sales

Date 4/12/17

Boone County, Missouri

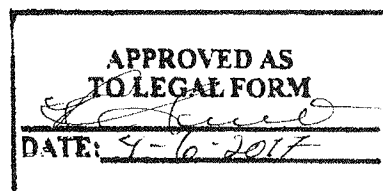
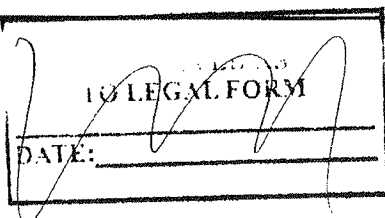
By _____
(Signature)

FRED J. PARAY

(Type or print name)

Title ACTING PRESIDING COMMISSIONER

Date 5-4-17



Purchase Agreement

Cartegraph is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between Boone County (hereinafter referred to as "**Customer**" or "**Licensee**" and **Cartegraph Systems, Inc.** (hereinafter referred to as "**Cartegraph**"). This Purchase Agreement is intended to supplement, clarify, and amend the Master Agreement previously executed between **Cartegraph** and **Customer**. In the case that any terms or conditions provided in the Master agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Master Agreement, #MA232 dated December 15, 2016 shall control.

| | |
|---|----------------------------------|
| Customer Bill To: Boone County 5551 South Highway 63 Columbia, MO 65201 573-449-8515 | Customer Ship To: Same |
|---|----------------------------------|

Investment Summary

Cartegraph's proposed fees for this project are included in the summary below.

Date: March 15, 2017 **Purchase Agreement Expiration Date:** July 28, 2017 **Purchase Agreement No.:** #PA515

| | Purchase Type | Citizen/Qty. | Unit Price | Total Price |
|-------------------------|----------------------|---------------------|-------------------|--------------------|
| FIELD SERVICES | | | | |
| Implementation Services | Fixed Fee Service | 1 | \$8,500.00 | \$8,500.00 |
| TOTAL COST | | | | \$8,500.00 |

NOTES: The pricing listed above does not include applicable sales tax.

Payment Terms and Conditions

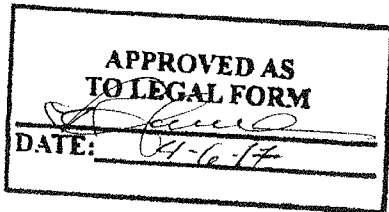
In consideration for the Services and Products provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** Software Costs and Professional Service Fees in U.S. Dollars as described below:

1. **Delivery:** Software Products shall be licensed upon acceptance of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.
2. **Services Scheduling:** **Customer** agrees to work with **Cartegraph** to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement.
3. **Field Services Invoicing:** Invoicing for the Field Services fee shall occur upon the acceptance of this Purchase Agreement and shall be invoiced as follows:
 - a. Invoicing for the Field Services shall be due upon execution of the Purchase Agreement.
4. **Expenses:** In providing the field services included in this Purchase Agreement, **Cartegraph** shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, meals, and cancellation fees. Out-of-pocket expenses are billed based on actual costs incurred and are due separately.
5. **Payment Terms:** All payments are due Net 30 days from date of invoice.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc
By _____
(Signature)
Tim McCool
(Type or print name)
Title Director of Sales
Date 4/17/17

Boone County
By _____
(Signature)
FRED J. PARRY
(Type or print name)
Title ACTING PRESIDING COMMISSIONER
Date 5-4-17



Cartegraph Systems, Inc.

Addendum B - Field Services (Fee for Service)

The Fee for Field Service Implementation Services as listed in the *Investment Summary* of the Purchase Agreement are specific Cartegraph services which will be delivered to the Customer based on the descriptions below and any descriptions that may be found in the Purchase Agreement's Exhibits. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes. This is an addendum to Customer's Master Agreement #MA232.

Cartegraph – Scope of Work

The Cartegraph scope of work includes the following professional services:

Reports

- Cartegraph will configure and provide the following report:
 - GASB 34 – Yearly Straight Line Depreciation Report
 - Prompt for a Year
 - Depreciation will be calculated for full months
 - $\text{Yearly Depreciation} = (\text{Book Value} - \text{Salvage Value}) / (\text{Useful Life})$
 - Partial year depreciation, when the first year has M months is taken as:
 - $\text{First year depreciation} = (M / 12) * (\text{Yearly Depreciation})$
 - $\text{Last year depreciation} = ((12 - M) / 12) * (\text{Yearly Depreciation})$
 - The report will include the following data attributes:
 - Asset ID (Required)
 - Asset Type (Required)
 - Placed In Service (Required)
 - Useful Life (Required)
 - Book Value (Required)
 - Salvage Value (Required)
 - Prior Years Depreciation (System Generated)
 - Current Depreciation (System Generated)
 - Accumulated Depreciation (System Generated)
 - Net Book Value (System Generated)
- Cartegraph will assist you in creating data structure required to support the report type above.
- Two reports will be delivered with one applying to Pavement and the other for Storm Culvert.

- Customer will be responsible for providing sample reports or mockups to assist Cartegraph staff in report requirement gathering tasks.
- Report configuration will be performed utilizing standard software functionality.

Cartegraph will provide all services remotely via audio, video, and web conferences unless otherwise noted.

Customer Responsibility

For the project, you will be responsible for appointing a dedicated project manager that will be responsible for:

- Reviewing the implementation scope of work

- All internal aspects of the project including, but not limited to, internal change management, internal documentation, staff coordination, task completion, and schedule commitment
- Ensuring all scheduled meetings are attended by invited staff
- Partnering with the Cartegraph Project Manager to ensure project success
- Providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems

Exclusions

The following service items are not included in the scope of this project:

- Implementation of any custom modification or integration developed by Cartegraph, your internal staff, or any third-party is not included in the scope of this project unless specifically listed above.
- Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) are not included in the scope of this project unless specifically listed above.
- Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed above.

Customer/Cartegraph Responsibilities

Project representatives from Customer and Cartegraph accepts responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of Cartegraph in the Master Agreement or in this Purchase Agreement. Ongoing management of the day-to-day allocation of Customer and Cartegraph resources and management of project tasks is the responsibility of the Customer and Cartegraph project representatives. Customer and Cartegraph project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed in this Purchase Agreement, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:

1. For those services listed under Field Services, Cartegraph personnel will conduct information gathering and evaluation sessions with various Customer users and management. While Cartegraph respects the time and workload of Customer staff, dedicated time on the part of the appropriate Customer resources is necessary to complete these exercises.
2. The installation process requires the assistance of Customer personnel and suitable access to hardware and systems (e.g., security clearance). Customer is required to supervise the installation process while systems are accessible to Cartegraph. All hardware and software, for both Personal Computers and servers, is expected to be available, installed, and operating as specified in Cartegraph's System Requirements documentation such that delivery and execution of Cartegraph Field Services will not be impeded.
3. Customer and Cartegraph understand that the successful performance of Field Services depends upon Customer fulfilling its responsibilities. The Project assumes that Customer will provide all personnel required to achieve a successful implementation.
4. Customer will provide Internet access and IT staff support as required. For those services that are web-based, Cartegraph utilizes WebEx Meeting (or similar) technology.

Customer shall ensure that their workstation platform and database meet Cartegraph system requirements as specified in the Cartegraph System Requirements documentation. Cartegraph Software will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Cartegraph will discontinue support of its Software within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.

5. Customer agrees to work with Cartegraph to schedule Field Services in a timely manner. All undelivered Field Services shall expire 365 days from the execution of this Purchase Agreement, unless noted differently in Services Scope listed above. Upon expiration of services, the project may be cancelled at Cartegraph's discretion.

Not-to-Exceed Proposal

Cartegraph will not exceed the total included in this Purchase Agreement without written approval from Customer. In the event it becomes apparent to Cartegraph that additional service efforts will be needed due to any changes in the scope of this Purchase Agreement, Cartegraph will notify Customer prior to exceeding the approved efforts and obtain written approval if additional Software or services are required.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

By _____

(Signature)

Tim McCool

(Type or print name)

Title Director of Sales

Date 4/17/17

Boone County, Missouri

By _____

(Signature)

FRED J. PARRY

(Type or print name)

Title ACTING PRESIDING COMMISSIONER

Date 5-4-17

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the

21st

day of

December

20

17

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

Now on this day the County Commission of the County of Boone does hereby award bid 44-27NOV17 – Vehicle Preventative Maintenance Term & Supply to MFA Petroleum Company d/b/a Jiffy Lube.

Terms of the bid award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 21st day of December, 2017

ATTEST:

Taylor W. Burks
Taylor W. Burks *TWB*
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: December 13, 2017
RE: 44-27NOV17- Vehicle Preventative Maintenance – Term & Supply

44-27NOV17- Vehicle Preventative Maintenance– Term & Supply opened on November 27, 2017. Two (2) bids were received. The Boone County Sheriff's Department recommends award to MFA Petroleum Company dba Jiffy Lube.

This is a term and supply contract and will be paid from departments 1251 – Sheriff, 1255 – Corrections and account 59100 – Vehicle Repairs/Maintenance.

att: Bid Tab

cc: Gary German, Sheriff Department
Greg Edington, Public Works
Bid File

44-27NOV17 - Vehicle Preventative Maintenance - Term and Supply

| BID TABULATION 4.8. PRICING DESCRIPTION | | MFA Oil Company/ Jiffy Lube Division | | | MFA Oil Company dba Big O Tires | | |
|---|--|--------------------------------------|--------------------------------|--------------------------------|---------------------------------|--------------------------------|--------------------------------|
| | | Original Contract Period | 1 st Renewal Period | 2 nd Renewal Period | Original Contract Period | 1 st Renewal Period | 2 nd Renewal Period |
| 4.8.1. | Maintenance Cost Per Vehicle Per Visit using 5 Qts.of Oil | \$27.95 | \$27.95 | \$27.95 | \$22.50 | | |
| 4.8.2. | Maintenance Cost Per Vehicle Per Visit using 6 Qts of Oil | \$29.95 | \$29.95 | \$29.95 | \$25.50 | | |
| 4.8.3. | Maintenance Cost Per Vehicle Per Visit using 7 Qts of Oil | \$31.95 | \$31.95 | \$31.95 | \$28.50 | | |
| 4.8.4. | Maintenance Cost Per Visit using greater than 7 Qts of Oil | \$33.95 | \$33.95 | \$33.95 | \$30.00 | | |
| 4.8.5. | Maintenance Cost per Vehicle (Toyota Camry) per visit using 5 qts of 0W-20 Synthetic Oil | \$41.95 | \$41.95 | \$41.95 | \$27.25 | | |
| 4.8.6. | Price Increase Per Qt of DEXOS Oil Used | \$0.00 | | | \$3.00 | | |
| 4.8.7. | Tire Rotation | \$12.95 | | | \$2/ wheel / \$8 maximum | | |

4.9 Miscellaneous Information

| | | | |
|----------|---------------------------------|--------------------------------|--------------------------------------|
| 4.9.1. | Locations | See Bid | See Bid |
| 4.9.2. | Appts Necessary (Y or N) | N | Not required but helpful |
| 4.9.3. | Advance Notice Time for Appt | n/a | 1 hr advance notice would be helpful |
| 4.9.4. | Avg. Wait Time without Appt | 10 minutes | 15 minutes |
| 4.9.5. | Avg. Time to Complete Services | 15 minutes | 20 minutes |
| 4.9.6-7 | Other Term & Supply customers? | Yes, Enterprise Rental Car | Yes, GE capital, PHH, Enterprise |
| 4.9.8. | Business Hours | M-F 7:30-7, Sat 7:30-5 | M-F 7-6, Sat 7-3 |
| 4.9.9-10 | Circumstances for early closing | Yes, Heavy Snowfall | Extreme Snowfall |
| 4.9.12. | 0W-20 Synthetic | MFA | MFA |
| 4.9.13. | 5W30 | MFA | MFA |
| 4.9.14. | 5W30 Dexos or Equal | MFA | MFA |
| 4.9.15. | 10W30 | MFA | MFA |
| 4.9.16. | 5W20 | MFA | MFA |
| 4.9.17. | Transmission Fluid | Multi-Vehicle Syn ATF | BG Synthetic |
| 4.9.18. | Differential Fluid | MFA Extended Life Syn Gear Oil | BG Products |
| 4.9.19. | Power Steering Fluid | Mag 1 | BG Products |
| 4.9.20. | Master Cylinder Fluid | no response | BG Products |
| 4.9.21. | Cooling System Fluid | Longlife 50/50 | MFA Universal |
| 4.9.22. | Battery Fluid | Distilled Water | N/A |
| 4.9.23. | Oil Filter Manufacturer | Service Champ | STP |
| 4.11. | COOP? (Yes or No) | No | Yes |

No Bids

**PURCHASE AGREEMENT
FOR
VEHICLE PREVENTATIVE MAINTENANCE – TERM & SUPPLY**

THIS AGREEMENT dated the 21ST day of DECEMBER 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **MFA Petroleum Company dba Jiffy Lube**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement, County of Boone Request for Bid for **Vehicle Preventative Maintenance - Term & Supply**, bid number **44-27NOV17**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated **November 21, 2017** and executed by **Matthew R. Stankey** on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, this Purchases Agreement, the Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms and Conditions, and applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **January 1, 2018 and extend through December 31, 2018** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one-year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis for a maximum of six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Basic Services - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with **Vehicle Preventative Maintenance**. Items/service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to provide the items and service as specified and as agreed to in the bid specifications.

5. Billing and Payment - All billing shall be invoiced to Boone County Sheriff Department, 2121 County Dr. Columbia, MO 65202. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt, all monthly statements must also have copies of applicable invoices; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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


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


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

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

**MFA PETROLEUM COMPANY DBA
JIFFY LUBE**

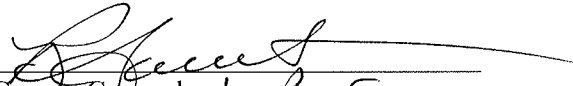
BOONE COUNTY, MISSOURI


By 
Title Operations Manager

By: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

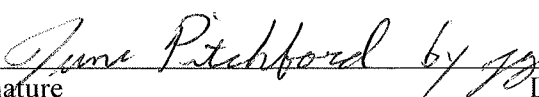
ATTEST:


County Counselor *by: Ron Sweet*


County Clerk DKB

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.)

 1251,1255/59100 Term and Supply
Signature Date Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

4. Response Form

4.1. Company Name: MFA Oil Company / JiffyLube division
 4.2. Address: P.O. Box 519
 4.3. City/Zip: Columbia 65205
 4.4. Phone Number: 573-442-0171
 4.5. Fax Number: _____

4.6. Federal Tax ID: 43-0918638

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

4.7. Prompt Payment Terms: 30 day Net

4.7.1. Will you accept automated clearinghouse (ACH) for payment of invoices? Yes

4.8. **PRICING**

| DESCRIPTION | Original Contract Period | 1 st Renewal Period | 2 nd Renewal Period |
|---|--------------------------|--------------------------------|--------------------------------|
| 4.8.1. Maintenance Cost Per Vehicle Per Visit using 5 Qts. of Oil | \$ <u>27.95</u> | \$ <u>27.95</u> | \$ <u>27.95</u> |
| 4.8.2. Maintenance Cost Per Vehicle Per Visit using 6 Qts of Oil | \$ <u>29.95</u> | \$ <u>29.95</u> | \$ <u>29.95</u> |
| 4.8.3. Maintenance Cost Per Vehicle Per Visit using 7 Qts of Oil | \$ <u>31.95</u> | \$ <u>31.95</u> | \$ <u>31.95</u> |
| 4.8.4. Maintenance Cost Per Vehicle Per Visit using greater than 7 Qts of Oil | \$ <u>33.95</u> | \$ <u>33.95</u> | \$ <u>33.95</u> |
| 4.8.5. Maintenance Cost per Vehicle (Toyota Camry) per visit using 5 Qts of 0W-20 Synthetic Oil | \$ <u>41.95</u> | \$ <u>41.95</u> | \$ <u>41.95</u> |
| 4.8.6. Price Increase per Qt of DEXOS Oil Used | \$ <u>0</u> | | |
| 4.8.7. Tire Rotation | \$ <u>12.95</u> | | |

4.9. **MISCELLANEOUS INFORMATION**

4.9.1. List the address(es) of all locations where service will be provided:

1108 E. Nisong Blvd. Columbia, MO 65203
18 N. Providence Rd. Columbia, MO 65201

2107 W. Worley St. Columbia, MO 65203

3101 Paris Rd. Columbia, MO 65202

4.9.2. Are Appointments necessary? NO

4.9.3. If YES, how far in advance must an appointment be scheduled? _____

4.9.4. If NO, what is the average wait from time of delivery to the beginning of actual servicing? 10 min.

4.9.5. What is the average amount of time to perform all service functions required? 15 min.

Does your firm provide this type of service to other large customers on a term and supply type contract? Yes

4.9.7. If YES, please provide the company name, address, telephone number and the name of the company representative who is familiar with the contract and the services you provide.

Enterprise Rental Car

112 W. Providence Rd. Columbia, MO 65203

Wyane Sisk 573-256-8000 Ext. 4

4.9.8. What are your business hours? M-F 7:30-7 SAT 7:30-5

4.9.9. Are there circumstances that may cause your business to close early? Yes weather

4.9.10. If yes, please provide a detailed description of the circumstances for which your business would close.

Heavy Snow Fall.

4.9.11. Supplies/products used in this contract shall be as follows, and if substituted, shall be approved by the department. Please list the products your firm will use under this contract. Vendor should submit (with the bid response) a specification sheet for all oils proposed in the bid.

4.9.12. 0W-20 (Synthetic) Oil - MFA 0W-20 SYN

4.9.13. 5W30 Oil - MFA 5W30 Blend

4.9.14. 5W-30 (Dexos or Equal) Oil - MFA 5W-30 SYN Dexos Approved.

4.9.15. 10W30 Oil - MFA 10W30

4.9.16. 5W20 Oil - MFA 5W20 Blend

4.9.17. Transmission Fluid - Multi-Vehicle SYN ATF

4.9.18. Differential Fluid - MFA Extended Life SYN Gear Oil

4.9.19. Power Steering Fluid - MAG.1

4.9.20. Master Cylinder Fluid - _____

4.9.21. Cooling System Fluid - Longlife 50/50 Coolant

4.9.22. Battery Fluid - Distilled Water

4.9.23. Oil Filter Manufacturer: Service Champ

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

4.10.1. Authorized Representative (Sign by Hand): _____

Matthew R. Stankey

4.10.2. Type or Print Signed Name: _____

Matthew R. Stankey

4.10.3. Today's Date: 21 NOV 17

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

_____ Yes

No



Longlife® PRE-MIXED 50/50 EXTENDED LIFE ANTIFREEZE & COOLANT



MFA Oil Longlife® Pre-Mixed 50/50 Extended Life Antifreeze & Coolant provides maximum protection against damaging rust and corrosion, whether you drive an American, Asian or European vehicle. This product is backed by a 5-year/150,000-mile guarantee, with a complete cooling system flush and fill and is compatible with all coolant technologies.

Whether you drive a new GM or Ford Vehicle, or an old Honda or Volkswagen, MFA Oil Longlife® Pre-Mixed 50/50 Extended Life Antifreeze & Coolant's patented technology is the one solution for all applications.

- Top off any cooling system with confidence
- Unique amber color will not change the color of the existing antifreeze
- When used at top-off, no more "brown" antifreeze
- Meets ASTM D-3306, ASTM D-4340



Longlife® PRE-MIXED 50/50 EXTENDED LIFE ANTIFREEZE & COOLANT



Typical Characteristics

| PRODUCT | Longlife® 50/50 AF |
|--------------------------------------|---------------------------|
| Specific Gravity at 60/60°F | 1.120-1.130 |
| Boiling Point, Reflux | 325°F. Min. |
| Foam Test | 50 ml/3 sec. Max |
| pH, 50% Volume Solution | 10.0 Min.-11.0 Max. |
| Flash Point, COC | 250°F. Min. |
| Total Water, Wt. % | 5% Max. |
| Total Glycols, Wt % | 95% Min. |
| Silicate Level (Reported as Silicon) | None |
| Color | Yellow |

Performance Level

Recommended for automobiles with the following antifreeze specifications:

- ANFOR R 15-601
- BS 6580 (British Standard)
- Chrysler MS7170
- Chrysler MS9769
- Chrysler MS12106
- Ford ESE-M97B44-A
- Ford WSS-M97B44-D
- Ford WSS-M97B51-A1
- FVW HEFT R443 (Germany)
- GM 1825M
- GM 6277M (DEX-COOL® Spec)
- JASO M325 (Japan)
- JIS K 2234 (Japan)
- SAE J1034
- Mercedes Benz DBL 7700

Available In:

1 Gal, 55 Gal, Bulk*

* Available by special request





Super HP **SYNTHETIC BLEND MOTOR OIL**



MFA Oil Synthetic Blend Motor Oil is a premium quality motor oil designed for use in passenger cars, vans, sports utility vehicles and light duty trucks under ALL operating conditions. It is formulated to provide superior wear protection, minimize engine sludge and varnish deposits and resist thermal breakdown even in severe service. It provides better oxidation resistance and reduced oil consumption than conventional all-mineral motor oils.

MFA Oil Synthetic Blend Motor Oil offers superior cold temperature pumpability, providing easier cold starts by moving the oil through the engine faster, which also decreases wear. This oil is resource-conserving and saves fuel.

- Synthetic component provides extra protection against the formation of sludge during low temperature stop-and-go driving
- Synthetic base oil and additives provide extra wear protection for severe service towing and heavy load operation
- Exceeds most manufacturers' warranty requirements (proper SAE grade required)
- Exceeds API SN, SM, SL and SJ service requirements and ILSAC GF-5
- Keeps engines cleaner longer
- Provides outstanding protection for new engines that owners plan to maintain well past the factory warranty period
- Protects against rust and bearing corrosion
- Provides outstanding protection for older engines
- Resists foam

Always follow manufacturer's guide for proper SAE grade and API classification.



Super HP SYNTHETIC BLEND MOTOR OIL



Typical Characteristics

| PRODUCT | 5W-20 | 5W-30 |
|---|---------------|---------------|
| Gravity, °API | 33.13 | 32.82 |
| Specific Gravity @ 60°F (15.6°C) | 0.8595 | 0.8611 |
| Viscosity @ 40°C cSt | 47.16 | 60.31 |
| Viscosity @ 100°C cSt | 8.26 | 10.18 |
| Viscosity Index | 151 | 157 |
| Pour Point °C (°F) | -45°C (-49°F) | -45°C (-49°F) |
| Cold Cranking Simulator at (°C), cP | 5665 (-30) | 6102 (-30) |
| High Temperature / High Shear Vis at 100°C, cP | 6.05 | 6.74 |
| High Temperature / High Shear Vis at 150°C, cP | 2.74 | 3.07 |
| Noack Volatility, % loss | 13.7 | 14 |
| Color | 2 | 2 |
| Zinc, wt. % | 0.098 | 0.098 |
| Phosphorus, wt. % | 0.077 | 0.077 |
| Calcium, wt. % | 0.25 | 0.25 |
| Sulfur, wt. % | 0.298 | 0.298 |
| Boron, wt. % | 0.018 | 0.018 |
| Sulfated Ash, wt. % | 0.92 | 0.92 |
| Nitrogen, wt. % | 0.102 | 0.102 |
| Pumping Viscosity at (°C), cP | 22,900 (-35) | 28,600 (-35) |
| Shear Stability | 7.36 | 8.51 |
| High Temperature Foaming, static foam | 10/0 | 30/0 |
| TBN, mgKOH/g | 8.5 | 8.5 |

Performance Level

API SN, SM, SL, SJ, SH
 GM 6094M, GM 9986202 (5W-20)
 GM 9986231 (5W-30)
 ILSAC GF-5
 Ford WSS-M2C930-A (5W-20)
 WSS-M2C929 (5W-30)
 MIL-L-46152C, D
 DaimlerChrysler MS-6395N, MS-6395L
 MILITARY CID-AA-52039
 Toyota, Nissan, Mazda, Honda,
 Suzuki, Hyundai, Kia
 TURBO RATED

Available In:

Qt, Drum, Bulk





Premium
**SAE 15W-40 &
SAE 10W-30
HEAVY DUTY
ENGINE OIL
DIESEL/GASOLINE ENGINES**



MFA Oil Premium Heavy Duty 15W-40 & 10W-30 engine oils are formulated with Group II base oils and highly advanced additive systems. These fluids are some of the most rigorously and extensively tested fluids we have ever developed. Our additive system will be supported by over 100 Million miles of field testing in various applications and conditions, including: Long and Short Haul Fleets, Off Road Equipment, Commercial and Public Buses.

Modern diesel engine oils must meet the demands of higher engine power as well as increased emission controls including: Exhaust Gas Recirculation (EGR), Diesel Particulate Filters (DPF), and Selective Catalytic Reduction (SCR). This Premium Heavy Duty engine oil formulation meets all service categories for ALL diesel engines, including the capability to provide outstanding performance for older diesel engines, reducing the need to inventory multiple engine oils.

- Protects all diesel engines with emission controls, and is backwards compatible for older engines
- Excellent piston cleanliness and sludge control performance
- Neutralized and dispersed combustion by-products to prevent harmful deposits and corrosive wear
- Increased pumpability in cold temperatures provides superior wear protection during cold starts
- Improved oxidation performance by 60% when compared to API CJ-4 technology
- High film strength stands up to high temperature, high load conditions
- 10W-30 CK-4 provides same outstanding protection but has shown increased fuel economy when compared to 15W-40
- Proven ability to provide Extended Drain intervals

Always consult and follow manufacturer's guide for proper SAE grade. Never exceed recommended drain interval without close monitoring through oil analysis.



Premium
SAE 15W-40 &
SAE 10W-30
HEAVY DUTY
ENGINE OIL
DIESEL/GASOLINE ENGINES



Typical Characteristics

| PRODUCT | 15W-40 | 10W-30 |
|--|---------------|---------------|
| Gravity, °API | 29.85 | 31.48 |
| Specific Gravity @ 60°F (15.6°C) | 0.8770 | 0.8682 |
| Viscosity @ 40°C cSt | 118.8 | 76.95 |
| Viscosity @ 100°C cSt | 15.61 | 11.93 |
| Viscosity Index | 138 | 150 |
| Pour Point °C (°F) | -30°C (-22°F) | -33°C (-27°F) |
| Cold Cranking Simulator at (°C), cP | 6087 (-20) | 5369 (-25) |
| High Temperature / High Shear Vis at 150°C, cP | 4.2 | 3.5 |
| Noack Volatility, % loss | 11 | 14.6 |
| Color | 2.5 | 2.5 |
| Zinc, wt. % | 0.1287 | 0.1287 |
| Phosphorus, wt. % | 0.115 | 0.115 |
| Calcium, wt. % | 0.12 | 0.12 |
| Sulfur, wt. % | 0.308 | 0.308 |
| Magnesium, wt. % | 0.083 | 0.083 |
| Molybdenum, wt. % | 0.0045 | 0.0045 |
| Sulfated Ash, wt. % | 0.99 | 0.99 |
| Nitrogen, wt. % | 0.11 | 0.11 |
| Pumping Viscosity at (°C), cP | 23700 (-25) | 24,900 (-30) |
| TBN, mgKOH/g | 10.0 | 10.0 |

Suitable for use in the following applications:

- API, CK-4 (10W-30), CK-4/SN (15W-40) CJ-4, CI-4 PLUS, CI-4, CH-4, CG-4, CF-4, CF-2, CF, CE, CD, SL, SJ, SH, SG
- ACEA E9, E7-04, E4, E2
- AGCO TRACTORS
- ALLISON C-4
- ALLIS-CHALMERS
- CATERPILLAR ECF-3, ECF-1
- CUMMINS CES 20086, 20081, 20077, 20076
- DETROIT DIESEL 938K222, 93K218, 93K215, 93K214
- DEUTZ-ALLIS
- FENDT
- FIAT
- FORD WSS-M2C171-F1
- FORD TRACTORS
- GLOBAL DHD-1
- HURLIMANN
- INTERNATIONAL HARVESTER
- JASO DH-2
- J.I. CASE & CASE IH
- JOHN DEERE
- KOMATSU
- KUBOTA
- LEYLAND
- MACK EOS-4.5, EO-O PREMIUM PLUS '07, MACK EO-N PREMIUM PLUS '03, EO-M PLUS, EO-M MAN 3575, 3275
- MASSEY FERGUSON
- MERCEDES BENZ 228.3
- MIL-L-2104E
- MINNEAPOLIS MOLINE
- MTU 2.1, TYPE I, TYPE II
- NAVISTAR
- NEW HOLLAND
- OLIVER & WHITE
- RENAULT RLD-4, RLD-3
- VOLVO VDS-4.5, VDS-4, VDS-3, VDS-2
- YANMAR
- ZETOR

Available In:

Qt, 2.5 Gal, 30 Gal, 55 Gal Drum,
 330 Gal Tote, Bulk





dexos
APPROVED

**SAE 0W-20,
5W-20 & 5W-30
MOTOR OIL**



MFA Oil dexos1™ Motor Oil is a state-of-the-art, advanced technology motor oil which provides the highest level of engine protection available, even under severe operating conditions. MFA Oil dexos1™ provides exceptional resistance to high temperature oxidation thickening. Sophisticated additives prevent sludge formation commonly caused by moisture and combustion by-products. Exceptionally high viscosity indices minimize cold weather oil thickening, which greatly reduces battery drain and engine wear, even at subzero start ups.

- Reduces friction and prevent engine wear
- Significantly reduces engine sludge to near zero
- Protects the vehicle's catalyst system to help protect the environment

Key differences between dexos1™ and ILSAC GF-5/API SN are:

- GM Proprietary Test: Opel RNT and Opel OP-1
- Includes ACEA Engine Tests: TU5JP, TU3MS and M271SL
- Higher Seq. IIG Weighted Piston Demerit requirement: 4.5 vs. 4.0
- Higher Seq. VG sludge requirements: AES 8.3 vs 8.0, RCS 8.5 vs 8.3
- Lower Noack Volatility: 13% vs 15%
- Better shear stability: requires passing the Bosch Injector Shear Stability Test

License No. RR1B0808057



SAE 0W-20, 5W-20 & 5W-30 MOTOR OIL



Typical Characteristics

| PRODUCT | 0W-20 | 5W-20 | 5W-30 |
|--|---------------|---------------|---------------|
| Gravity, °API | 35.36 | 34.54 | 34.54 |
| Specific Gravity @ 60°F (15.6°C) | 0.848 | 0.8522 | 0.8522 |
| Viscosity @ 40°C cSt | 43 | 50.93 | 63.95 |
| Viscosity @ 100°C cSt | 8.272 | 8.835 | 10.93 |
| Viscosity Index | 171 | 153 | 163 |
| Pour Point °C (°F) | -45°C (-49°F) | -45°C (-49°F) | -45°C (-49°F) |
| Cold Cranking Simulator at (°C), cP | 5300 (-35) | 5226 (-30) | 5100 (-30) |
| High Temperature / High Shear Vis at 100°C, cP | 5.7 | 6.3 | 7.15 |
| High Temperature / High Shear Vis at 150°C, cP | 2.63 | 2.75 | 3.2 |
| Noack Volatility, % loss | 12.6 | 10.9 | 10.5 |
| Color | 2.5 | 2.5 | 2.5 |
| Zinc, wt. % | 0.085 | 0.085 | 0.085 |
| Phosphorus, wt. % | 0.079 | 0.079 | 0.079 |
| Calcium, wt. % | 0.214 | 0.214 | 0.214 |
| Sulfur, wt. % | 0.306 | 0.306 | 0.252 |
| Boron, wt. % | 0.023 | 0.023 | 0.023 |
| Molybdenum, wt. % | 0.0079 | 0.0079 | 0.0079 |
| Sulfated Ash, wt. % | 0.92 | 0.92 | 0.92 |
| Nitrogen, wt. % | 0.102 | 0.102 | 0.102 |
| Pumping Viscosity at (°C), cP | 21,000 (-40) | 14,282 (-35) | 18,400 (-35) |
| Shear Stability | 7.4 | 8.07 | 9.43 |
| TBN, mgKOH/g | 7.9 | 7.9 | 7.9 |

Performance Level

API SN, SM, SL, ILSAC GF-5,
ILSAC GF-4, M2C945-A

Meets or exceeds GM dexos1™
specifications for worldwide warranty
requirements for all GM automotive
gasoline engines currently in use.

Suitable for use where
GM 4718M and GM 6094M was
previously recommended.

Available In:

Qt, 6 Gal Bag-in-the Box, 55 Gal Drum,
330 Gal Tote, Bulk*

* Available by special request





**Multi-Vehicle
FULL SYNTHETIC
HEAVY DUTY
AUTOMATIC
TRANSMISSION
FLUID**



MFA Oil Full Synthetic Multi-Vehicle Heavy Duty ATF is a balanced, advanced formula utilizing superior additive technology and premium base oils that helps ensure peak performance of almost any automatic transmission manufactured after 1983, including many foreign vehicles.

MFA Oil Full Synthetic Multi-Vehicle Heavy Duty ATF meets the performance requirements of DEXRON[®], DEXRON[®]-II, DEXRON[®]-IIE, DEXRON[®]-III, MERCON[®], MERCON[®]-V, TOYOTA T-IV, HONDA Z-1 and NISSAN MATIC-J and is suitable for use in DEXRON VI, Chrysler ATF + 3 and 4, Allison TES 295, and in many other transmissions.

- Excellent protection against wear and transmission shudder
- Eliminates the need for ATF supplements
- Smooth shifts at both high and low temperatures
- Compatibility with transmission fluids shown above as a top-off or complete fill
- Ensured high-performance smooth driving experience

This product is not for use in vehicles requiring Ford Type F fluid, or Continuous Variable Transmissions (CVT's).

Consult owner's manual for recommended use.



**Multi-Vehicle
FULL SYNTHETIC
HEAVY DUTY
AUTOMATIC
TRANSMISSION FLUID**



Typical Characteristics

| PRODUCT | ATF |
|-----------------------------------|---------------|
| Gravity, °API | 34.66 |
| Specific Gravity @ 60°F (15.6°C) | 0.8516 |
| Viscosity @ 40°C cSt | 33.64 |
| Viscosity @ 100°C cSt | 7.41 |
| Viscosity Index | 196 |
| Pour Point °C (°F) | -51°C (-60°F) |
| Brookfield Viscosity at -40°C, cP | 10,300 |
| Color | Red |

Performance Level

ALLISON C-4 & TES-295
 AUDI G 052-025, 052 162, 055 025
 BMW P/N 83 22 0 024 359, ETL-8072B
 BMW P/N 83 22 0 0246 922, ETL-7045E
 BMW P/N 83 22 0 403 249, ETL-8072B
 BMW P/N 83 22 9 407 765, LA 2634
 BMW P/N 83 22 9 407 807, LT 711 41
 BMW 7045E, LA2634, LT71141
 ESSO 71141
 FORD P/N XT-2-DX (MERC) & SM (SYN MERC)
 FORD MERCON[®], MERCON[®] V & SP
 FUCHS 3353
 GM DEXRON[®], DEXRON[®]-II, II E, III & VI
 HONDA Z-1
 HYUNDAI NSWS9638
 IDEMITSU K17, APOROIL ATF HP
 ISUZU 08200-9001
 JAGUAR P/N WSS-M2C922-A-1
 JWS 3309
 KIA SP-II & SP-III
 M315-2004 JASO 1A, 2A
 MAN 339 Type Z1, Z2, V1 & Type V2
 MB236.1, 2, 5, 6, 7, 9, 10, 11
 MINI P/N 83 22 0 402 413
 MITSUBISHI DIAMOND SP-II & SP-III
 NAG-1
 NISSAN MATIC-D, J, K, 402
 PORSCHE P/N 999 917 547 00 (A2)
 SAAB P/N 22 717 466, 93 165 147 (AW-1)
 SATURN P/N 21005966
 SATURN T-IV, GM TASA, T-IV ATF, GM WS ATF
 SUBARU ATF, ATF-HP
 SUZUKI 3314, 3317
 TOYOTA TYPE T-II, T-III, T-IV, WS,
 VOITH 55.6335.32 (G607)
 VOLVO 97340, 97341
 VW G 052 025, 162, 099, 055 025
 VW P/N GUS 000 162
 ZF TE-ML 03D, 04D, 05L, 09, 11B, 14A, 16L, 17C
 ZF TE-ML 14B

Available In:

Qt, 55 Gal, 330 Gal Tote, Bulk*

* Available by special request





Extended Life
FULL SYNTHETIC
SAE 75W-90
PREMIUM GEAR OIL



MFA Oil Extended Life Full Synthetic SAE 75W-90 Premium Gear Oil is formulated with 100% synthetic base oils and provides superior gear protection over a wide range of operating and ambient temperatures. MFA Oil Extended Life Full Synthetic SAE 75W-90 Premium Gear Oil is formulated with premium extreme pressure additives, rust preventatives and anti-foam additives to protect hypoid gears, manual transmissions, gear boxes, passenger car and light truck conventional and limited slip differentials, transmissions and steering gears.

- Superior gear tooth wear protection
- Superior thermal and oxidative stability for high temperature operation
- Superior bearing corrosion protection
- Superior anti-foam characteristics
- Good seal compatibility
- Limited slip performance

Always follow manufacturer's guide for proper SAE grade and API classification.



Extended Life
FULL SYNTHETIC
SAE 75W-90
PREMIUM GEAR OIL



Typical Characteristics

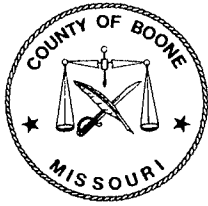
| PRODUCT | Full Syn 75W-90 |
|-----------------------------------|------------------------|
| Gravity, °API | 33.32 |
| Specific Gravity @ 60°F (15.6°C) | 0.8585 |
| Viscosity @ 40°C cSt | 96.47 |
| Viscosity @ 100°C cSt | 14.53 |
| Viscosity Index | 156 |
| Pour Point °C (°F) | -51°C (-60°F) |
| Brookfield Viscosity at -40°C, cP | 60,000 |
| Color | 1 |

Performance Level

- API GL-5
- MT-1
- Mack GO-J, GO-H, GO-G
- MIL-PRF-2105E (J2360)
- AIST (formerly U.S. Steel 224)
- AGMA 9005-E0, 250.03, 250.04, 252.02, No. 4
- ArvinMeritor 076-E

Available In:
 5 Gal, 16 Gal Keg, 55 Gal.





Boone County Purchasing
613 E. Ash, Room 109
Columbia, MO 65201

Request for Bid (RFB)

Robert Wilson, Buyer
(573) 886-4393 – Fax: (573) 886-4390
Email: rwilson@boonecountymo.org

Bid Data

Bid Number: **44-27NOV17**
Commodity Title: **Vehicle Preventative Maintenance - Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **MONDAY, NOVEMBER 27, 2017**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**
Directions: The Purchasing Office is located on the Northwest corner of 7th Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: **MONDAY, NOVEMBER 27, 2017**
Time: **1:30 P.M. C.S.T.**
Location / Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
 - 2.0: **Primary Specifications**
 - 3.0: **Response Presentation and Review**
 - 4.0: **Response Form**
 - Debarment Certification**
 - Work Authorization Certification**
 - Instructions for Compliance with House Bill 1549**
 - Certification of Individual Bidder**
 - Affidavit**
 - Standard Terms and Conditions**
 - “No Bid” Response Form**
- Attachment A Boone County Sheriff’s Department Vehicle Service**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty-eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, an "all or none" basis, whichever is in the best interest of the County.

- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from the **January 1, 2018** through **December 31, 2018** and may be automatically renewed for up to an additional **two (2) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of **Vehicle Preventative Maintenance** as specified herein.
 - 2.1.1. **Quantity** – The County does not guarantee a minimum volume for purchases under a prospective contract. In addition, the County reserves the right to purchase vehicle preventative maintenance services from other vendors when the County deems the purchase necessary.
- 2.2. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the prices noted on the Response Form for the 1st and 2nd Renewal Periods.
 - 2.2.1. If renewal prices are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
 - 2.5.1. The contractor shall extend any and all special promotional sale prices or discounts immediately to the County during the term of the contract. These prices shall be honored for the duration of the specific sale or discount period.
- 2.6. **MINIMUM CONTRACT REQUIREMENTS** - The contractor shall perform all services listed below on an as needed basis. Costs for said services must include all parts, materials, tools, supplies, and labor.
 - 2.6.1. Change engine oil per manufacturer's suggested type and weight of oil. Typical weights used are 0W-20 (Synthetic), 5W-30, 5W-30 (DEXOS or Equal), 10W-30, and 5W-20. Oil shall be a synthetic blend (0W-20 shall be synthetic) meeting ILSAC GF-5 and ACEA A1/B1 for extended oil drain intervals. Vendor should submit (with the bid response) a specification sheet for all oils proposed in the bid.
 - 2.6.2. Change engine oil filter. Oil Filters shall be Champ Filter Company brand or equivalent. If an equivalent is bid, vendors shall list the filter manufacturer on the bid response page. The County reserves the right to request, at the offeror's expense, a sample of the filter/filters bid for equality testing.
 - 2.6.3. Check condition of tires and inflation pressure. Correct any inflation deficiencies per the manufacturer's recommendations as indicated on the sticker inside the driver's door jamb.
 - 2.6.4. Check fluid levels for transmission, differential, steering gear or power steering pump, master cylinder, battery and cooling system. Correct any deficiencies.
 - 2.6.5. Complete the attached service report (See Attachment A).
 - 2.6.6. The contractor will be required to provide the products as identified on the Response Form. The contractor must obtain prior approval from a Sheriff's Department authorized representative before using substitute products.
 - 2.6.7. Tire Pressure Monitoring Systems (TPMS) will be reset on each vehicle seen.

- 2.6.8. Tires shall be rotated at every service (6,000). Front tires will be rotated to the respective sides on the rear and rears will go to opposite sides on the front. Tire rotations will occur only at the direction of the Sheriff's Department staff. Tires should not be rotated if new tires are needed unless directed otherwise. Vendor shall be responsible for resetting all applicable TPMS on all positions, if needed, as per manufacturer's directions.
- 2.6.9. Completion of the work described above shall be **thirty minutes or less**. Time will begin when the vehicle arrives at the service provider's place of business.
- 2.7. **FLEET INFORMATION** – The Boone County Sheriff's Department has a fleet of vehicles that require preventative maintenance to be performed every 6,000 miles. These vehicles will average approximately 2,000 miles per month. The County reserves the right to add or delete to this list at any time. This list is only provided so bidders have an estimate of the number of vehicles to be serviced and the potential frequency.

Qty 49 – 2013+ Ford Interceptor Utility
Qty 9 – 2013+ Ford Interceptor Sedan
Qty 4 – 2006-2017 Ford E-350 15 passenger vans
Qty 3 – 2013+ Ford F-150
Qty 2 – 2013+ Ford Explorer
Qty 2 – 2012 Toyota Camry
Qty 1 – 2006 Ford Taurus
Qty 1 – 2017 Chevrolet Tahoe PPV
Qty 1 – 2009 Chevrolet Impala
Qty 1 – 2007 Chevrolet Silverado
Qty 1 – 2012 Chevrolet Silverado
Qty 1 – 2012 Dodge Charger
Qty 2 – 2012 Dodge Ram 1500

- 2.8. **EVALUATION** - Evaluation of this bid will be based upon the ability of the vendor to perform these services in a timely fashion, the number of service locations available and the cost for said services.
- 2.9. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Boone County Sheriff's Department at the following address: 2121 County Drive, Columbia, MO 65202. Payment shall be made within 30 days of receipt of a complete **MONTHLY** statement. Invoices shall be used as back-up documentation only. The Sheriff's Department shall not process payments from individual invoices.
- 2.9.1. **ACH Payment Option:** Bidder may agree to accept automated clearinghouse (ACH) payment of invoices and monthly statements. Payment terms are Net 30 upon receipt of an accurate monthly statement, although the Bidder may offer additional discounts for early payment on the Response Form.
- 2.10. **DESIGNEE** – Boone County Sheriff's Department, 2121 County Drive, Columbia, MO 65202.
- 2.11. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Robert Wilson, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4393 Fax (573) 886-4390, E-mail: rwilson@boonecountymo.org.

3. Response Presentation and Review

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

4. **Response Form**

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

- 4.7. Prompt Payment Terms: _____
- 4.7.1. Will you accept automated clearinghouse (ACH) for payment of invoices? _____

4.8. **PRICING**

| DESCRIPTION | Original Contract Period | 1 st Renewal Period | 2 nd Renewal Period |
|---|-----------------------------|-----------------------------------|-----------------------------------|
| 4.8.1. Maintenance Cost Per Vehicle Per Visit using 5 Qts.of Oil | \$ _____ | \$ _____ | \$ _____ |
| 4.8.2. Maintenance Cost Per Vehicle Per Visit using 6 Qts of Oil | \$ _____ | \$ _____ | \$ _____ |
| 4.8.3. Maintenance Cost Per Vehicle Per Visit using 7 Qts of Oil | \$ _____ | \$ _____ | \$ _____ |
| 4.8.4. Maintenance Cost Per Vehicle Per Visit using greater than 7 Qts of Oil | \$ _____ | \$ _____ | \$ _____ |
| 4.8.5. Maintenance Cost per Vehicle (Toyota Camry) per visit using 5 Qts of 0W-20 Synthetic Oil | \$ _____ | \$ _____ | \$ _____ |
| 4.8.6. Price Increase per Qt of DEXOS Oil Used | \$ _____ | | |
| 4.8.7. Tire Rotation | \$ _____ | | |

- 4.9. **MISCELLANEOUS INFORMATION**
- 4.9.1. List the address(es) of all locations where service will be provided:

-
-
- 4.9.2. Are Appointments necessary? _____
 - 4.9.3. If YES, how far in advance must an appointment be scheduled? _____
 - 4.9.4. If NO, what is the average wait from time of delivery to the beginning of actual servicing? _____
 - 4.9.5. What is the average amount of time to perform all service functions required? _____

Does your firm provide this type of service to other large customers on a term and supply type contract? _____

4.9.7. If YES, please provide the company name, address, telephone number and the name of the company representative who is familiar with the contract and the services you provide.

-
-
-
- 4.9.8. What are your business hours? _____
 - 4.9.9. Are there circumstances that may cause your business to close early? _____
 - 4.9.10. If yes, please provide a detailed description of the circumstances for which your business would close.

4.9.11. Supplies/products used in this contract shall be as follows, and if substituted, shall be approved by the department. Please list the products your firm will use under this contract. Vendor should submit (with the bid response) a specification sheet for all oils proposed in the bid.

- 4.9.12. 0W-20 (Synthetic) Oil - _____
- 4.9.13. 5W30 Oil - _____
- 4.9.14. 5W-30 (Dexos or Equal) Oil - _____
- 4.9.15. 10W30 Oil - _____
- 4.9.16. 5W20 Oil - _____
- 4.9.17. Transmission Fluid - _____
- 4.9.18. Differential Fluid - _____
- 4.9.19. Power Steering Fluid - _____
- 4.9.20. Master Cylinder Fluid - _____
- 4.9.21. Cooling System Fluid - _____
- 4.9.22. Battery Fluid - _____
- 4.9.23. Oil Filter Manufacturer: _____

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

4.10.1. Authorized Representative (Sign by Hand):

4.10.2. Type or Print Signed Name:

4.10.3. Today's Date: _____

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

_____ Yes _____ No

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- ____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- ____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- ____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



Boone County Purchasing

613 E. Ash Street, Room 113
Columbia, MO 65201
Robert Wilson, Buyer
Phone: (573) 886-4393 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

Bid: 44-27NOV17 – Vehicle Preventative Maintenance – Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

ATTACHMENT A

**BOONE COUNTY SHERIFF'S DEPARTMENT
VEHICLE SERVICE RECORD**

VIN: _____ Odometer Reading: _____
Engine Hours: _____

DATE: _____ ARRIVAL TIME: _____

SERVICE BEGINNING TIME: _____ SERVICE ENDING TIME: _____

SHOP LOCATION: _____

Tire Rotation: YES NO

(TPMS) Reset: YES NO

Oil and Oil Filter Changed: YES NO

| | | | | | | | | |
|--------------------|-----|-------|------|-------|------|-------|------|-----|
| Condition of Tires | RF: | _____ | Good | _____ | Fair | _____ | Poor | /32 |
| | LF: | _____ | Good | _____ | Fair | _____ | Poor | /32 |
| | RR: | _____ | Good | _____ | Fair | _____ | Poor | /32 |
| | RF: | _____ | Good | _____ | Fair | _____ | Poor | /32 |

Notation of Fluids Checked:

Transmission Fluid: _____ Good _____ Fair _____ Poor

Power steering Fluid: _____ Good _____ Fair _____ Poor

Differential Fluid: _____ Good _____ Fair _____ Poor

Washer Fluid: _____ Good _____ Fair _____ Poor

Battery Water: _____ Good _____ Fair _____ Poor

Brake Fluid: _____ Good _____ Fair _____ Poor

Antifreeze: _____ Good _____ Fair _____ Poor

Other Observations or Deficiencies Noted:

Mechanic (Signature)

Officer (Signature)

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the

21st

day of

December 20 17


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

Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number Three to 66/2010 – Radio Consulting Services.

The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number Three for Radio Consulting Services.

Done this 21st day of December, 2017.

ATTEST:

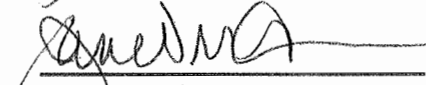

Taylor W. Burks DKB
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

**CONTRACT AMENDMENT #3
RADIO CONSULTING SERVICES**

The Contract Agreement **66/2010** dated August 26, 2014 made by and between Boone County, Missouri and **David O. Dunford** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Renew contract for the period January 1, 2018 through December 31, 2018 for the following:

Professional Services @ \$60.00/hour, shall not exceed \$95,000 per contract period
Reimbursable Expenses shall not exceed \$18,000 per contract period

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.

DAVID O. DUNFORD

by *David O. Dunford*
title _____

BOONE COUNTY, MISSOURI

by: Boone County Commission
Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

Ron Sweet
County Counselor *By: Ron Sweet*

ATTEST:

Taylor W. Burks
Taylor W. Burks, County Clerk *DKB*

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.)

2704-71101 / Professional Services not to exceed \$95,000/year,
Reimbursable Expenses not to exceed \$18,000/year

Dana Pritchard by *jj* 12/19/2017 - Pending FY2018 Budget Approval
Signature Date Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

21st

day of

December

20

17

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

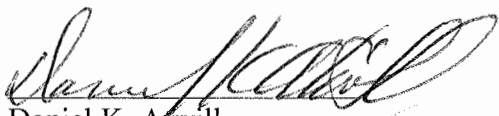
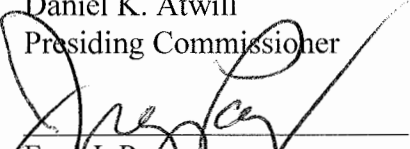
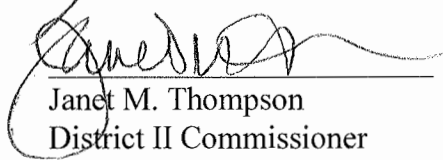
Now on this day the County Commission of the County of Boone does hereby approve the attached North Battleground Subdivision Development Agreement between Westward Home Builders, LLC and Boone County.

The terms of the Agreements are stipulated in the attached Agreements. It is further ordered the Presiding Commissioner is hereby authorized to sign said North Battleground Subdivision Development Agreement.

Done this 21st day of December, 2017.

ATTEST:


Taylor W. Burks *DKB*
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

NORTH BATTLEGROUND SUBDIVISION
DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is effective this 21st day of DECEMBER 2017, by and between **Westward Home Builders, LLC**, a Missouri limited liability Company ("Developer"), and the **County of Boone**, a Missouri political subdivision, (the "County").

RECITALS:

WHEREAS, Developer owns a parcel of property described on Exhibit "A" (the "Parcel"); and,

WHEREAS, Developer wants to develop the Parcel into an 88-lot single-family residential subdivision to be known as North Battleground Subdivision; and

WHEREAS, Developer may develop this subdivision in multiple phases, each with a separate final plat approved by County; and

WHEREAS, a traffic study dated October, 2012, by Crawford, Bunte and Brammeier (the Traffic Impact Study) has been performed on a larger area of approximately 1800 acres which includes the subject property and which made certain recommendations with respect to traffic impact fees to be imposed on new developments within the Traffic Impact Study area; and

WHEREAS, the Boone County Commission, in Commission Order 91-2017, has approved a review plan submitted by Developer which requires Developer to enter into a Development Agreement with County to address traffic impact mitigation prior to approval of a Final Development Plan; and

WHEREAS, Developer intends this Agreement to satisfy the condition for a Development Agreement as contemplated in Commission Order 91-2017; and

WHEREAS, the parties intend this document to be recorded and bind successors and assign of the subject Parcel; and

WHEREAS, the Parties now enter this Development Agreement, in accordance with Section 1.7.5 of the Boone County Subdivision Regulations, to state the parties' agreement regarding Developer's contributions for traffic mitigation.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

1. DEVELOPER AGREEMENTS:

- a. Developer will convey to County by General Warranty Deed the fee simple interest in thirty-three feet (33') along the north boundary of the subject property. This conveyance to the County constitutes one-half of the right-of-way for future road purposes. The Developer will prepare an appropriate General Warranty Deed and submit it to the Director in draft form for review and approval prior to the Deed being submitted to the County Commission for acceptance. The Deed must incorporate a survey completed in accordance with Missouri surveying standards of the area conveyed to County. The fully-executed General Warranty Deed must be delivered to the County for acceptance by the County Commission as a condition precedent to the County Commission accepting the publicly-dedicated easements on the first final plat submitted by Developer to the County.
- b. As a condition precedent to the County's approval of any final plats for the development, Developer will pay to County the sum of Two Thousand Three Hundred Sixty-Eight Dollars and Seventy-Seven Cents (\$2,368.77) per lot platted in every final plat submitted to County. The total amount due from Developer to County for traffic mitigation impact for the full, 88-lot subdivision will be Two Hundred Eight Thousand Four Hundred Fifty-One Dollars and Seventy-Six Cents (\$208,451.76), which Developer may prepay in whole or in part at any time.

2. COUNTY AGREEMENTS:

- a. County will hold the payments received from Developer as contemplated herein for expenditure on a future road or bridge project within the Traffic Impact Study area. The County, by and through its County Commission, shall have the sole discretion on the timing and scope of any road or bridge project which is paid for in whole or in part from the funds paid by Developer under this Agreement.

3. COMPLIANCE WITH REGULATIONS AND TIME LIMITATIONS:

- a. This Agreement will have no effect on Developer's obligations under, or the operation of, any Boone County regulations or other law, including possible future modifications, which will all remain in full force and effect. Developer must submit all final plats for all phases or lots in the Parcel to the Boone County Commission for its approval within the time limitations set forth in of Section

1.7.3.3 of the Boone County Subdivision Regulations, which provides for a 5-year time limit on completion of final plats from the date application for approval of the preliminary plat was filed with the Director of Boone County Resource Management. In this case, the preliminary plat at issue was filed with the Director on **January 23, 2017**, and thus will expire on **January 23, 2022**. These terms of this agreement will survive the expiration of any existing preliminary plat. Developer shall submit all required documentation for a new preliminary plat in accordance with then-existing Boone County regulations.

4. **NONAPPROPRIATION:** Notwithstanding any provision in this Development Agreement, any obligation of the County under this Development Agreement which requires it to expend funds is conditioned upon there being a sufficient, unencumbered fund balance appropriated for that purpose during the County's then current fiscal year.
5. **TERM:** This agreement will terminate by its terms when Developer or Developer's successors and assigns have paid to County the full amount due of Two Hundred Eight Thousand Four Hundred Fifty-One Dollars and Seventy-Six Cents (\$208,451.76) and conveyed by Warranty Deed the 33' along the northern boundary of the property to the County.
6. **SURVIVAL OF AGREEMENT UPON ANNEXATION:** This agreement and Developer's obligation to pay to the County the per lot amounts contemplated herein will survive the parcel's annexation by any Missouri political subdivision. In the event of an annexation of the entire parcel, the parties may by mutual agreement, however, amend this Agreement.
7. **RECORDING OF AGREEMENT; BINDING ON SUCCESSORS AND ASSIGNS:** This agreement will be recorded in the Records of Boone County, Missouri, will run with the land, and will be binding upon and inure to the benefit of the parties and their respective successors and assigns.
8. **MISCELLENEOUS:**
 - a. **Authority of the Parties:** The parties represent that they have the authority to enter into this Development Agreement. Each person signing this Agreement on behalf of any of the parties represents that he or she has been duly authorized and empowered, by order, ordinance, or otherwise, to execute this Agreement and that all necessary action on behalf of that party to effectuate that authorization has been taken and done.
 - b. **Amendments:** The Parties to this Development Agreement may amend or modify this Development Agreement only by written instrument duly executed by the Parties.
 - c. **Severability:** If any part, term, or provision of this Development Agreement is held by a court to be illegal or otherwise unenforceable, such illegality or

unenforceability will not affect the validity of any other part, term, or provision, and the rights of the Parties will be construed as if the part, term, or provision was never part of this Development Agreement.

- d. **Governing Law:** This agreement will be governed by the laws of the State of Missouri, and any and all actions to enforce this agreement shall be filed in the Circuit Court of Boone County, Missouri.
- e. **Complete Agreement:** All negotiations, considerations, representations, and understandings between the parties are incorporated herein as the full and complete agreement of the parties.
- f. **Waiver:** No waiver of any provision of this agreement will constitute a waiver of any other provision, nor constitute a continuing waiver, nor be a waiver of any subsequent default or defaults unless provided for by a written amendment to this agreement signed by the parties.
- g. **No Third-Party Rights:** No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.
- h. **Immunity:** Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any applicable state law.
- i. **Notice:** Any notice, demand, request, or other communication which may or shall be given or served by the Parties shall be deemed to have been given or served on the date it is either deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid; or sent by facsimile transmission; or given to a nationally recognized overnight courier service for next business day delivery and addressed as follows:

- i. If the County:

- 1. Boone County Resource Management
Attn: Stan Shawver, Director
801 E. Walnut, Rm. 315
Columbia, Missouri 65201


- ii. If to the Developer:

- Westward Home Builders, LLC
17774 Keller Drive
Bright City, MD 63390


SO AGREED.

COUNTY OF BOONE

By:


Daniel K. Atwill, Presiding Commissioner

ATTEST:


Taylor W. Burks, Boone County Clerk BKB

Approved:


Stan Shawver, County Resource Management Director

Approved as to legal form:


C.J. Dykhouse, Boone County Counselor

WESTWARD HOME BUILDERS, LLC

By:


Chris Fischer, Member

ACKNOWLEDGMENT

STATE OF MISSOURI)
)ss.
COUNTY OF BOONE)

On this day of 21st of December, 2017, before me personally appeared **Daniel K. Atwill**, as Presiding Commissioner of the Boone County Commission, and **Taylor W. Burks**, as Boone County Clerk, who signed this instrument on behalf of Boone County, Missouri, by the authority of the Boone County Commission, and each acknowledged said instrument to be the free act and deed of Boone County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Columbia, Missouri, this 21 day of December, 2017.



NOTARY PUBLIC

My Commission expires:
JULIE M CROUCH
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires: Sept. 16, 2021
Commission # 13862963

ACKNOWLEDGMENT

STATE OF MISSOURI)
)ss.
COUNTY OF BOONE)

On this 12th day of DECEMBER, 2017, before me personally appeared **Chris Fischer**, who signed this instrument on behalf of **Westward Home Builders, LLC**, with authority from its Members, and acknowledged said instrument to be the free act and deed of said LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Columbia, Missouri, this 12 day of DECEMBER, 2017.

Danielle Griffith
NOTARY PUBLIC

My Commission expires: 10/28/2020



EXHIBIT A

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 48 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI AND BEING THE LAND DESCRIBED IN THE TRUSTEES DEED RECORDED IN BOOK 3742, PAGE 16 AND FURTHER BEING THE TRACT OF LAND SHOWN IN THE SURVEY RECORDED IN BOOK 639, PAGE 864 AND CONTAINING 38 ACRES MORE OR LESS.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

21st

day of

December

20

17

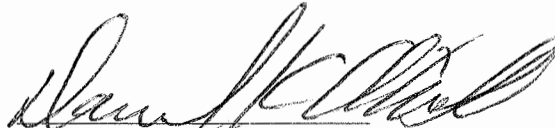
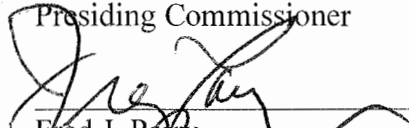
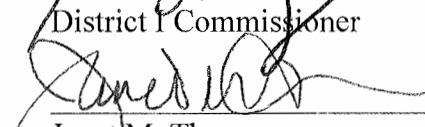
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Certificate of Approval issued by The Industrial Development Authority of Boone County, Missouri regarding The Baptist Home.

Done this 21st day of December, 2017.

ATTEST:

Taylor W. Burks
Taylor W. Burks *DKB*
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

CERTIFICATE OF APPROVAL

ISSUER: The Industrial Development Authority of Boone County, Missouri

GOVERNMENTAL UNIT: Boone County, Missouri

AMOUNT OF BONDS REQUESTED: Not to exceed \$6,550,000

PROJECT OBLIGOR: The Baptist Home, a Missouri nonprofit corporation

DESCRIPTION OF PROJECT: The issuance of the Issuer's industrial revenue bonds in an aggregate principal amount not to exceed \$6,550,000 for the purposes of making a loan to the Project Obligor for the purposes set forth in the attached notice of public hearing.

PUBLIC HEARING DATE: December 20, 2017

PUBLICATION DATE: December 5, 2017

NEWSPAPER: *Columbia Missourian*

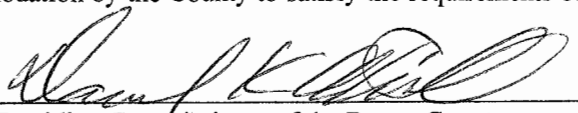
I, the undersigned, Presiding Commissioner of the County Commission of Boone County, Missouri (the "County"), the governmental unit having jurisdiction over the above-referenced Issuer, hereby certify that I am the chief elected officer of the County.

I have been informed by the Issuer that at 7:00 p.m. on the above-referenced public hearing date a public hearing was held in the Commission Chambers at the Boone County Government Center, 801 E. Walnut Street in Columbia, Missouri, at which time discussions were held concerning a request by the above-referenced Project Obligor that the Issuer issue its industrial revenue bonds to help defray the cost of financing the above-referenced Project.

Attached hereto as **Exhibit A** and made a part hereof by reference is an affidavit of publication which reflects that notice of the public hearing was published not less than 14 days prior to the scheduled date of the public hearing in the above-referenced newspaper.

Based on the foregoing, the issuance of industrial revenue bonds by the Issuer to finance the cost of the Project is in the best interests of the County and is hereby approved in accordance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"). This approval does not impose any liability on the County or in any way involve the County in the issuance of said bonds or the proposed Project but is an accommodation by the County to satisfy the requirements of Section 147(f) of the Code.

Date: December 21, 2017



Presiding Commissioner of the Boone County
Commission

EXHIBIT A

AFFIDAVIT OF PUBLICATION

[see attached]

GILMORE & BELL, P.C.
 211 N. BROADWAY
 SUITE 2000
 ST. LOUIS, MO 63102

AFFIDAVIT OF PUBLICATION AND INVOICE

PO # _____ Invoice #31000047

NOTICE OF PUBLIC HEARING AND MEETING
 Public notice is hereby given that The Industrial Development Authority of Boone County, Missouri (the "Authority"), will hold a public hearing at 7:00 p.m. on December 20, 2017, in the Commission Chambers at the Boone County Government Center, 801 E. Walnut Street in Columbia, Missouri, regarding the proposed issuance by the Authority of its revenue bonds in a principal amount not to exceed \$6,550,000 (the "Bonds") for the purpose of making a loan to The Baptist Home, a Missouri not-for-profit corporation (the "Borrower"). The proceeds of the Bonds will be used to pay the costs of acquiring, constructing, furnishing and equipping a new retirement care facility, including the acquisition of 73 acres of land upon which approximately 15 independent living units and approximately 12 assisted living units will be built. The project to be financed by the Bonds will be owned and operated by the Borrower and located at 12425 U.S. Highway 63 in the City of Ashland, Missouri, which is located on the west side of Highway 63 at the New Salem Road exit, north of the New Salem Baptist Church located at 12721 S. Highway 63, Ashland, Missouri. The hearing will be open to the public. All interested persons may attend the hearing and will have an opportunity to express their views with respect to the project and the issuance of bonds to pay the costs thereof. Written comments with respect to the project may also be submitted to the undersigned prior to the hearing. The Authority will hold a public meeting immediately following the public hearing to consider approval of the issuance of the Bonds. Additional information regarding the proposed project and the issuance of the bonds may be obtained in advance of the hearing from the undersigned.

Thomas M. Schneider
 11 N. Seventh Street
 Columbia, Missouri 65201
 (573) 449-2451
 INSERTION DATES: December 5, 2017

STATE OF MISSOURI)
) ss.
 County of Boone)

I, Daniel S. Potter, being duly sworn according to law state that I am one of the publishers of the *Columbia Missourian*, a daily newspaper of general circulation in the County of Boone where located: which has been admitted to the Post Office as second class matter in the City of Columbia, Missouri the city of publication: which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provision of Section 493.050, Revised Statutes of Missouri, 1969. The affixed notice appeared in said newspaper on the following consecutive issues:

| | | |
|----------------|-------|------------------|
| 1st Insertion | ..... | December 5, 2017 |
| 2nd Insertion | ..... | 2017 |
| 3rd Insertion | ..... | 2017 |
| 4th Insertion | ..... | 2017 |
| 5th Insertion | ..... | 2017 |
| 6th Insertion | ..... | 2017 |
| 7th Insertion | ..... | 2017 |
| 8th Insertion | ..... | 2017 |
| 9th Insertion | ..... | 2017 |
| 10th Insertion | ..... | 2017 |
| 11th Insertion | ..... | 2017 |
| 12th Insertion | ..... | 2017 |
| 13th Insertion | ..... | 2017 |
| 14th Insertion | ..... | 2017 |
| 15th Insertion | ..... | 2017 |
| 16th Insertion | ..... | 2017 |
| 17th Insertion | ..... | 2017 |
| 18th Insertion | ..... | 2017 |
| 19th Insertion | ..... | 2017 |
| 20th Insertion | ..... | 2017 |
| 21st Insertion | ..... | 2017 |

COLUMBIA MISSOURIAN PRINTER'S FEE \$33.80

By: _____
 (Daniel S. Potter, General Manager)

Subscribed and sworn to before me this
 5th day of December, 2017

 (Melody Cook, Notary Public)
 My Commission Expires October 16, 2020



CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

21st

day of

December

20

17

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Second Amendment to Community Health Center Lease and Lease Extension through June 30, 2018.

It is further ordered the Presiding Commissioner is hereby authorized to sign said amendment.

Done this 21st day of December, 2017.

ATTEST:

Taylor W. Burks
Taylor W. Burks *DKB*
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

**SECOND AMENDMENT
TO
COMMUNITY HEALTH CENTER LEASE
AND
LEASE EXTENSION THROUGH JUNE 30, 2029**

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Lease") is entered into effective on the 21ST day of DECEMBER, 2017, and amends the Community Health Center Lease dated July 10, 2003, (approved in Commission Order 357-2003), which was first amended in the First Amendment to the Community Health Center Lease dated January 31, 2012 (approved in Commission Order 45-2012), by and between **Boone County, Missouri**, a political subdivision of the State of Missouri through its County Commission, hereinafter referred to as "Landlord" or "County," and **Family Health Center of Boone County**, a Missouri not-for-profit corporation, hereinafter called "Tenant" or "FHC."

WHEREAS, Landlord and Tenant have entered into a 15-year (180-month) lease agreement that expires on June 30, 2019, unless said lease is extended; and

WHEREAS, Landlord and Tenant desire to extend their lease agreement through June 30, 2029, on the same terms and conditions of their existing agreements, except as modified herein; and

WHEREAS, the parties desire to clarify and restate the main payment provisions of their lease agreement as reflected in the 2003 original lease and the 2012 First Amendment to said lease as they relate to the payment of rent, the payment of assessments, and the payment of funds for the Major Building Components as contemplated in Sections VII and IX of the original lease; and

WHEREAS, the parties wish to reach an agreement as to the updated rental payments for the 10-year extended term of the lease beginning July 1, 2019 and expiring on June 30, 2029.

NOW, THEREFORE, in consideration of the mutual covenants of the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Base Rent:** FHC has paid, and shall continue to pay, base rent for the initial lease term in the amount of Six Thousand Eight Hundred Two Dollars (\$6,802.00) per month through June 30, 2019. Thereafter, monthly rent shall be payable as follows:
 - a. July 1, 2019 through June 30, 2020: \$7,000/month
 - b. July 1, 2020 through June 30, 2021: \$7,140/month
 - c. July 1, 2021 through June 30, 2022: \$7,283/month
 - d. July 1, 2022 through June 30, 2023: \$7,428/month
 - e. July 1, 2023 through June 30, 2024: \$7,577/month

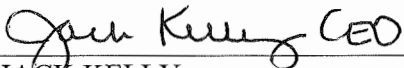
- f. July 1, 2024 through June 30, 2025: \$7,729/month
- g. July 1, 2025 through June 30, 2026: \$7,883/month
- h. July 1, 2026 through June 30, 2027: \$8,041/month
- i. July 1, 2027 through June 30, 2028: \$8,202/month
- j. July 1, 2028 through June 30, 2029: \$8,366/month

2. **Condominium Assessments:** FHC will pay all future assessments from the Columbia/Boone County Health Department Condominium, or any successor entity, on the basis of the finished square footage of the full building constructed on the subject property. This will result in an assessment of 37.84% to FHC of any assessments payable from the County under the currently-constructed, total square footage. This is the correct percentage assessment, as based on the total finished square footage, irrespective of the approximate numbers contained in the Declaration of Condominium or the physical boundaries of the property as depicted in the Declaration of Condominium. If the City of Columbia (“City”) and County abolish the Condominium and, instead, co-own the subject property through an entity created pursuant to RSMo §70.220 and RSMo §70.260, the joint board created by the City and County will continue to operate in all essential respects as the provisions of the original lease contemplate the Columbia/Boone County Health Department Condominium would operate, thus any such change will not have any substantive impact on Tenant. In that event, all references to the Columbia/Boone County Health Department Condominium contained in the original lease shall be considered amended so as to refer to the joint board created by the City and County to own and operate the property of which the demised premises is a part.
3. **Major Building Components:** FHC will continue to pay the monthly sum of \$585.92 to satisfy its obligations under Section VII of the original lease to compensate Landlord for its anticipated expenses in maintaining the Major Building Components identified in the Exhibit “A” to the First Amendment to the Community Health Center Lease dated January 31, 2012 (approved in Commission Order 45-2012).
4. **Other Provisions of Lease to Remain in Effect:** All provisions of the Community Health Center Lease dated July 10, 2003, (approved in Commission Order 357-2003), which was first amended in the First Amendment to the Community Health Center Lease dated January 31, 2012 (approved in Commission Order 45-2012), not specifically modified or clarified in this Second Amendment to Community Health Center Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Community Health Center Lease by their duly authorized representatives on the date(s) indicated below.

TENANT:
Family Health Center of Boone County

By:



JACK KELLY
Chief Executive Officer

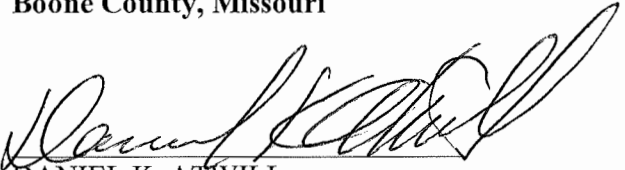
DATED: 11/29/17

Attest:



Karen Lumley
Secretary, Board of Directors

LANDLORD:
Boone County, Missouri



DANIEL K. ATWILL
Presiding Commissioner

DATED: 12-21-17

Attest:



TAYLOR W. BURKS
Boone County Clerk AKB

Approved as to Legal Form:



C.J. DYKHOUSE
County Counselor

**Received and Acknowledged for
Budget and Audit Purposes:**



JUNE E. PITCHFORD
County Auditor