

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 03

County of Boone

In the County Commission of said county, on the

11th day of December 20 03


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

Now on this day the County Commission of the County of Boone does hereby approve Amendment # 4 for bid 01-24JAN01 for Electronic Monitoring Services Term and Supply. It is further ordered that the Presiding Commissioner be hereby authorized to sign said amendment.

Done this 11th day of December, 2003.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



601 E. Walnut, Rm 209
Columbia, MO 65201
(573) 886-4392
Fax (573) 886-4390

550-2003

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway
RE: 01-24JAN01 – Electronic Monitoring Services Term and Supply
DATE: December 8, 2003

Attached is Amendment Number Four for contract 01-24JAN01 for Electronic Monitoring Services and Equipment Term and Supply. The Court Services department is requesting the following changes to the contract:

- A loss or damage allowance of 5% that BI Incorporated will be responsible for per year.
- GPS tracking services at the rate of \$6.50 per day per unit. The participant of the program will be responsible for reimbursement of costs.
- BI Cellular Unit at a rate of \$3.50 per day per unit. The Cellular unit is designed to work with out a telephone line connected to the participant's home. The participant of the program will be responsible for reimbursement of costs.
- BI Profile program at no cost. This will enable the participant to update and report changes in status through the internet.

The original agreement is a county-wide term and supply contract utilized primarily by 1210- Circuit Court Services account 71600- equipment lease.

AMENDMENT NO. 4
TO THE
PURCHASE AGREEMENT FOR ELECTRONIC MONITORING EQUIPMENT AND SERVICES
BID 01-24JAN01 ("Agreement")
BETWEEN
BI INCORPORATED ("BI")
AND
BOONE COUNTY, MISSOURI ("Agency")

550-2003

This Amendment is entered into by and between Agency and BI.

In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree as follows:

1. Loss or Damage: BI will pay for the cost associated with replacing up to, but not to exceed, five percent (5%) of lost, stolen, or damaged Units per year.
2. BI anticipates introducing passive global positioning satellite ("GPS") tracking services in the future and Agency desires to receive such services from BI. If and when such services are available and offered to Agency, Agency shall pay a rate of \$6.50 per day, per unit. The parties understand and agree that BI is not obligated to provide such services.
3. The attached Addendum No. 2, BI Cellular™ Addendum is hereby incorporated into and made an integral part of the Agreement.
4. The attached Addendum No. 3, BI Profile® Addendum is hereby incorporated into and made an integral part of the Agreement.

Capitalized terms used herein, and not otherwise defined shall have the meaning as set forth in the Agreement. All other terms and conditions of the Agreement, except as expressly amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, by signing below Agency and BI have caused this Amendment to be effective as of the latest date set forth below.

BI INCORPORATED

BOONE COUNTY, MISSOURI

By: Michael E. Hankerd Date _____

By: Keith Schnarke Date 12/09/03

Printed Name: **Michael E. Hankerd**
Corporate Controller

Printed Name: **KEITH SCHNARKE**

Printed Title: _____

Printed Title: **PRESIDENTIAL COMMISSIONER**

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Term & Supply - No Encumbrance Required 12/8/03 1210/1241-71600 Term and Supply
Signature _____ Date _____ Appropriation Account _____

ADDENDUM NO. 2
BI CELLULAR™ ADDENDUM
TO THE
PURCHASE AGREEMENT FOR ELECTRONIC MONITORING EQUIPMENT AND SERVICES
BID 01-24JAN01 ("Agreement")
BETWEEN
BI INCORPORATED ("BI")
AND
BOONE COUNTY, MISSOURI ("Agency")

This Addendum is entered into by and between Agency and BI.

In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree as follows:

1. With respect to the above-referenced Agreement, the following equipment shall be added to the Agreement.

DEFINITION

BI Cellular™ Unit: Enables the traditional radio frequency monitoring system (BI HomeGuard®), a Field Monitoring Device ("FMD"), to work without a telephone line connected to the Client's home.

2. **BI CELLULAR™ UNIT CONDITIONS:**

Agency recognizes and acknowledges the Cellular Unit is transmitted between the Client, the BI HomeGuard 200 and other third-party telecommunications lines. BI makes no representations or warranties regarding carriage of this information over any communications medium which is not directly controlled by BI, including but not limited to the telecommunications services – both wireless and wire systems, including other cell phones, and pagers, and the like. Further, BI shall not be liable for any interruption of service or non-transfer of information due to interruptions, temporary downage or failure to any system, which is not directly in BI's control. BI agrees to notify Agency, as soon as is practicable in the event the Cellular Unit is not operational due to any such interruption.

BI SPECIFICALLY EXCLUDES ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL BI BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PROVIDING, PERFORMANCE OR USE OF THE SERVICES OR THE CELLULAR UNIT PROVIDED UNDER THE AGREEMENT. THIS LIMITATION SPECIFICALLY INCLUDES ANY CLAIMS RELATING TO ANY FAILURE OR DELAY IN PERFORMANCE HEREUNDER WHICH IS DUE, IN WHOLE OR IN PART, TO ANY CAUSE BEYOND BI'S CONTROL. BI EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICE OR EQUIPMENT IS COMPLETE, ACCURATE, RELIABLE, ERROR FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, THAT THE PRODUCTS AND SERVICES WILL BE CONTINUOUSLY AVAILABLE, OR THAT DATA ENTERED ARE SECURE FROM UNAUTHORIZED ACCESS. IN NO EVENT DOES BI ASSUME ANY RESPONSIBILITY FOR ACTS THAT MAY BE COMMITTED BY PERSONS SUBJECT TO OR USING THE CELLULAR UNIT. AGENCY ASSUMES FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIRS OF ANY EQUIPMENT AGENCY USES IN CONNECTION WITH ITS USE OF THE CELLULAR UNIT.

3. **FORCE MAJEURE**

The current "Force Majeure" language shall be deleted in its entirety and replaced with the following language:

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

4. **CELLULAR UNIT CHARGES:**

For every Cellular Unit provided to Agency by BI, Agency shall pay to BI rent for each day in any given month that a Cellular Unit is in Agency's possession (the "Cellular Unit Rental Charge"). The Cellular Unit Rental Charge as set forth herein is payable to BI for Active and Inactive Cellular Unit(s). The daily Cellular Unit rate will be added to the daily Active HomeGuard Unit rate.

Cellular Unit Rental Charge: \$3.50 per day per Cellular Unit provided from BI inventory.

Capitalized terms used herein, and not otherwise defined shall have the meaning as set forth in the Agreement. All other terms and conditions of the Agreement, except as expressly amended herein, shall remain in full force and effect.

ADDENDUM NO. 3
BI PROFILE® ADDENDUM
TO THE
PURCHASE AGREEMENT FOR ELECTRONIC MONITORING EQUIPMENT AND SERVICES
BID 01-24JAN01 ("Agreement")
BETWEEN
BI INCORPORATED ("BI")
AND
BOONE COUNTY, MISSOURI ("Customer")

This Addendum is entered into by and between Customer and BI.

In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which hereby acknowledged, BI and Customer hereby agree as follows:

1. BI's Services

BI agrees to provide to Customer a service ("BI Profile®") which utilizes an interactive computer system enabling people subject to the supervision of the courts or correctional system ("Participants") to report changes of status. Initial training of enrollment procedures to Customer's employees and provision of standard enrollment materials are the responsibility of BI. Data entry into the BI PROFILE system, of all Participant enrollment information as submitted by the Customer, will be performed by either party. Participants are then required by Customer to report by phone to BI PROFILE in accordance with the predetermined schedule. In the event a Participant fails to report to BI PROFILE in accordance with the predetermined schedule and procedures, BI will promptly report such violation to Customer. Upon receipt of a call from a Participant, BI PROFILE prompts the Participant to answer questions regarding changes in the Participant's demographic, occupational and other relevant status. Changes in Participant status are transcribed by BI within two business days and promptly reported to Customer on the first and sixteenth of the month. BI PROFILE is provided on a 24 hour-per-day, 7 day-per-week basis.

Upon the Participant's completion of the status reporting term, BI will archive, on behalf of the Customer, a termination record of all Participant reporting data for a period of no less than five (5) years from the date of each Participant's termination on the BI PROFILE system while the contract is in effect.

2. Customer's Obligations

Customer agrees:

- 2.1. to retain complete authority for Participant selection and Participant management;
- 2.2. to be responsible for all liaison work with the involved courts;
- 2.3. to submit to BI required Participant case and desired check-in scheduling information, including the specific term of service required for each Participant;
- 2.4. to mandate as a condition of their use of the BI PROFILE system, that Participants call the BI PROFILE system from their home telephone, or other telephone for which they are financially liable and to pay for the calls which are placed.
- 2.5. to use its best efforts to assure that enrolled Participants use the system monthly.

3. Addendum Conditions

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

BI agrees that it will keep confidential all information pertaining to Participants' use of the BI PROFILE system, except that general statistical data on use of the system may be used by BI in describing the system to others.

Customer agrees that BI, at its discretion, may refuse to enroll any Participant submitted by Customer, or with 15 days prior written notice to the Customer, may terminate its service for any Participant currently using the BI PROFILE system.

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

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

BI SPECIFICALLY EXCLUDES ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL BI BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PROVIDING, PERFORMANCE OR USE OF THE SERVICES OR THE SYSTEM PROVIDED UNDER THIS ADDENDUM, INCLUDING ANY FAILURE OR DELAY IN PERFORMANCE HEREUNDER WHICH IS DUE, IN WHOLE OR IN PART, TO ANY CAUSE BEYOND ITS CONTROL. IN NO EVENT DOES BI ASSUME ANY RESPONSIBILITY FOR ACTS THAT MAY BE COMMITTED BY PERSONS SUBJECT TO OR USING THE SERVICE.

4. Cost of Services

In those areas that provide appropriate phone service (1- 800 collect call services) the Participant will be billed \$5.00 for each call that they make into the system consisting of five (5) or fewer questions. Each additional question shall be \$1.00. This charge is subject to change and shall not have any effect on this Addendum.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned Term. 20 03

In the County Commission of said county, on the 11th day of December 20 03

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

Now on this day the County Commission of the County of Boone does hereby receive and accept the following plat :

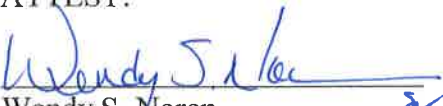
- Shalimar Gardens Block V

It is further ordered that the Presiding Commissioner be hereby authorized to sign said plat .

Done this 11th day of December, 2003.


 Keith Schnarre
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission

absent
 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned Term. 20 03

In the County Commission of said county, on the 11th day of December 20 03


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

Now on this day the County Commission of the County of Boone does hereby declare the attached Payroll Schedule for 2004.

Done this 11th day of December, 2003.


Keith Schmarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Payroll Requisition Due Date**Payday**

<i>December 24, 2003</i>	January 2, 2004
January 12, 2004	January 16, 2004
January 26, 2004	January 30, 2004
February 9, 2004	February 13, 2004
February 23, 2004	February 27, 2004
March 8, 2004	March 12, 2004
March 22, 2004	March 26, 2004
April 5, 2004	April 9, 2004
April 19, 2004	April 23, 2004
May 3, 2004	May 7, 2004 <i>will be ready on May 6th</i>
May 17, 2004	May 21, 2004
<i>May 28, 2004</i>	June 4, 2004
June 14, 2004	June 18, 2004
June 28, 2004	July 2, 2004
July 12, 2004	July 16, 2004
July 26, 2004	July 30, 2004
August 9, 2004	August 13, 2004
August 23, 2004	August 27, 2004
<i>September 3, 2004</i>	September 10, 2004
September 20, 2004	September 24, 2004
October 4, 2004	October 8, 2004
October 18, 2004	October 22, 2004
November 1, 2004	November 5, 2004
November 15, 2004	November 19, 2004
November 29, 2004	December 3, 2004
December 13, 2004	December 17, 2004
December 27, 2004	December 31, 2004