

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

5th

day of

May

2020

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

Now on this day, the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the Collector's Office to cover the transfer of the excess Tax Maintenance Fund balance to the General Fund, per RSMo 52.317.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2110	83917	Collector Tax Maint	OTO: To General Fund		110,778
1190	3917	Non-Departmental	OTI: From Special Revenue		110,778
					221,556

Done this 5th day of May 2020.

ATTEST:

Brianna L. Lennon
 Brianna L. Lennon
 Clerk of the County Commission

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parr
 Fred J. Parr
 District I Commissioner

Jane M. Thompson
 Jane M. Thompson
 District II Commissioner

Year	2019	Opening Balance	421,199.85
Fund	211 COLLECTOR TAX MAINTENANCE FUND	Actual YTD Credits	222,229.02
Acct	2913 BEG FUND BAL (UNRESERVED)	Actual YTD Debits	245,138.28
Account Type	Q EQUITY		
Normal Balance	C CREDIT	Current Balance	398,290.59

Period	Debits	Credits	Current Balance
January			421,199.85
February			421,199.85
March			421,199.85
April			421,199.85
May			421,199.85
June			421,199.85
July			421,199.85
August			421,199.85
September			421,199.85
October			421,199.85
November			421,199.85
	245,138.28	222,229.02	398,290.59

F5=Ledger Transactions F7=Transactions

0.*C

450,120.00*+
 19,908.00 +
 2,055.00 +
 4,110.00 +
 82.00 +
 2,050.00 +
 22,305.00 +
 74,397.00 +

008

575,027.00 * x 50% = 287,514

2018 Budget

LEDGER YEAR	DEPT	Department Name	ACCOUNT CLASS	ACCOUNT	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL REV/EXP	REMAINING BALANCE
2018	1150	COLLECTOR	10000	10100	SALARIES & WAGES	362,049.00	362,049.00	351,149.30	10,899.70
	1150	COLLECTOR		10110	OVERTIME	3,000.00	3,000.00	3,406.68	406.68-
	1150	COLLECTOR		10200	FICA	27,926.00	27,926.00	26,378.43	1,547.57
	1150	COLLECTOR		10300	HEALTH INSURANCE	39,660.00	39,660.00	38,780.00	880.00
	1150	COLLECTOR		10310	COUNTY HSA CONTRIB	4,800.00	4,800.00	4,600.00	200.00
	1150	COLLECTOR		10325	DISABILITY INSURAN	1,421.00	1,421.00	1,428.56	7.56-
	1150	COLLECTOR		10330	CNTY PD DEPENDENT	3,854.00	3,854.00	1,260.60	2,593.40
	1150	COLLECTOR		10331	CNTY PD DEPENDENT	257.00	257.00	239.12	17.88
	1150	COLLECTOR		10350	LIFE INSURANCE	336.00	336.00	328.00	8.00
	1150	COLLECTOR		10375	DENTAL INSURANCE	2,520.00	2,520.00	2,450.00	70.00
	1150	COLLECTOR		10400	WORKERS COMP	657.00	657.00	659.72	2.72-
	1150	COLLECTOR		10500	401(A) MATCH PLAN	3,640.00	3,640.00	3,460.00	180.00
					TOTAL	450,120.00	450,120.00	434,140.41	15,979.59
2018	1150	COLLECTOR	20000	22500	SUBSCRIPTIONS/PUBL	150.00	150.00	.00	150.00
	1150	COLLECTOR		23000	OFFICE SUPPLIES	4,000.00	4,000.00	3,100.11	899.89
	1150	COLLECTOR		23001	PRINTING	12,000.00	12,000.00	13,128.17	1,128.17-
	1150	COLLECTOR		23017	COMPUTER PAPER	3,200.00	3,200.00	1,724.48	1,475.52
	1150	COLLECTOR		23850	MINOR EQUIP & TOOL	1,000.00	558.00	.00	558.00
					TOTAL	20,350.00	19,908.00	17,952.76	1,955.24
2018	1150	COLLECTOR	30000	37000	DUES & PROF CERTIF	25.00	25.00	25.00	.00
	1150	COLLECTOR		37200	SEMINARS/CONFERENC	855.00	855.00	850.00	5.00
	1150	COLLECTOR		37220	TRAVEL (AIRFARE, M	550.00	550.00	290.92	259.08
	1150	COLLECTOR		37230	MEALS & LODGING-TR	625.00	625.00	129.71	495.29
					TOTAL	2,055.00	2,055.00	1,295.63	759.37
2018	1150	COLLECTOR	40000	48000	TELEPHONES	3,750.00	4,110.00	4,109.62	.38
					TOTAL	3,750.00	4,110.00	4,109.62	.38
2018	1150	COLLECTOR	50000	59200	LOCAL MILEAGE		82.00	81.10	.90
					TOTAL		82.00	81.10	.90
2018	1150	COLLECTOR	60000	60050	EQUIP SERVICE CONT	1,550.00	1,550.00	1,583.55	33.55-
	1150	COLLECTOR		60200	EQUIP REPAIRS/MAIN	500.00	500.00	.00	500.00
					TOTAL	2,050.00	2,050.00	1,583.55	466.45
2018	1150	COLLECTOR	70000	70050	SOFTWARE SERVICE C	1,465.00	1,465.00	1,050.00	415.00
	1150	COLLECTOR		71000	INSURANCE AND BOND	50.00	50.00	50.00	.00
	1150	COLLECTOR		71100	OUTSIDE SERVICES	6,790.00	6,790.00	3,002.90	3,787.10
	1150	COLLECTOR		71107	BANK/CREDIT CARD S	10,000.00	10,000.00	8,847.12	1,152.88
	1150	COLLECTOR		71116	SERVICES/SURVEYOR	4,000.00	4,000.00	570.00	3,430.00
					TOTAL	22,305.00	22,305.00	13,520.02	8,784.98

04/15/20 14:43:16

LEDGER YEAR	DEPT	Department Name	ACCOUNT CLASS	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL REV/EXP	REMAINING BALANCE
2018	1150	COLLECTOR	80000	83815 FACILITIES INTERNA	31,217.00	31,217.00	31,217.00	.00
	1150	COLLECTOR		84400 PUBLIC NOTICES	9,150.00	9,150.00	8,539.62	610.38
	1150	COLLECTOR		84500 TITLE SEARCH	34,025.00	34,025.00	11,481.60	22,543.40
	1150	COLLECTOR		86898 SHORTAGES & OVERAG	5.00	5.00	.00	5.00
				TOTAL	74,397.00	74,397.00	51,238.22	23,158.78
				TOTAL	575,027.00	575,027.00	523,921.31	51,105.69

*** END OF REPORT ***

Fund Statement - Tax Maintenance Fund 211 (Nonmajor)

	2018 Actual	2019 Budget	2019 Actual	2020 Budget
FINANCIAL SOURCES:				
Revenues				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	229,671	210,000	211,589	230,000
Fines and Forfeitures	-	-	-	-
Interest	5,789	5,090	10,640	7,904
Hospital Lease	-	-	-	-
Other	-	-	-	-
Total Revenues	235,460	215,090	222,229	237,904
Other Financing Sources				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	-	-	-	-
Total Other Financing Sources	-	-	-	-
Fund Balance Used for Operations	-	155,887	22,909	129,446
TOTAL FINANCIAL SOURCES	\$ 235,460	370,977	245,138	367,350
FINANCIAL USES:				
Expenditures				
Personal Services	\$ 73	44,298	36,307	2,124
Materials & Supplies	-	1,785	1,702	900
Dues Travel & Training	225	11,050	225	11,050
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	-	-	-	-
Contractual Services	3,498	13,825	3,589	13,825
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	67,640	146,029	73,660	204,340
Fixed Asset Additions	24,852	27,129	2,794	24,333
Total Expenditures	96,288	244,116	118,277	256,572
Other Financing Uses				
Transfer Out to other funds	55,115	126,861	126,861	110,778
Early Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Uses	55,115	126,861	126,861	110,778
TOTAL FINANCIAL USES	\$ 151,403	370,977	245,138	367,350
FUND BALANCE:				
FUND BALANCE (GAAP), beginning of year	\$ 337,143	421,200	421,200	398,291
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year	-	-	-	-
Fund Balance Increase (Decrease) resulting from operations	84,057	(155,887)	(22,909)	(129,446)
FUND BALANCE (GAAP), end of year	421,200	265,313	398,291	268,845
Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year	-	-	-	-
NET FUND BALANCE, end of year	\$ 421,200	265,313	398,291	268,845
Net Fund Balance as a percent of expenditures	437.44%	108.68%	336.74%	104.78%

207²⁰²⁰

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

May Session of the April Adjourned

Term. 20 20

In the County Commission of said county, on the 5th day of May 2020

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 2020 General Consultant Services Agreement for Professional Services with Crawford Bunte Brammeier (CBB).

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said General Consultant Services Agreement.

Done this 5th day of May 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel Atwill
Daniel K. Atwill
Presiding Commissioner
Fred J. Parry
Fred J. Parry
District I Commissioner
Jane M. Thompson
Jane M. Thompson
District II Commissioner

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 5th day of May, 2020, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and CBB (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2020 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2020. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

2.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional

services.

2.2 Time for Completion - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

2.3 Compensation - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

2.4 Signatures - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Resource Management, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

3. Compensation - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within

thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

4. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.

5. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

6. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

7. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

8. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

9. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

10. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

11. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.


13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

14. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

CBB

By


SHAWN LEIGHT

Title

VICE PRESIDENT

Dated:

4/20/2020

BOONE COUNTY, MISSOURI

By

Daniel Atwill

Presiding Commissioner


Dated:

5.5.20

APPROVED AS TO FORM:


County Attorney

ATTEST:


County Clerk

APPROVED:


Director, Boone County Resource Management



CBB

2020 Discipline List

Instructions: Please place a check mark in the Services Offered box next to those disciplines provided by your firm

Discipline	Services Offered
Architecture	
Bridge Design	
Civil Engineering	X
Construction Management	X
Electrical Engineering	
Geotechnical Engineering	
Lab Testing	
Mechanical Engineering	
Planning	X
Structural Engineering	
Surveying	
Traffic	X
Transportation	X
Acoustical	
Building Enclosure Consulting	
Control System Integration	
Design/Build	
Environmental	
Forensic	
GIS	
Industrial	
Interior Design	
Landscape Architecture	
Natural Gas	
Photogrammetry	
Telecommunications	

Traffic Signals and ITS

Transportation

Reviewed by:

JM
by



2020 FEE SCHEDULE*
For Contracted Services

<u>Classification</u>		<u>Hourly Rate</u>
Sr. Principal		\$225.00
Senior Engineer	Level V	\$190.00
Senior Engineer	Level IV	\$185.00
Senior Engineer	Level III	\$180.00
Senior Engineer	Level II	\$175.00
Senior Engineer	Level I	\$170.00
Project Engineer	Level V	\$150.00
Project Engineer	Level IV	\$145.00
Project Engineer	Level III	\$140.00
Project Engineer	Level II	\$135.00
Project Engineer	Level I	\$130.00
Project Planner	Level I	\$130.00
Staff Engineer	Level IV	\$120.00
Staff Engineer	Level III	\$115.00
Staff Engineer	Level II	\$110.00
Staff Engineer	Level I	\$105.00
Staff Planner	Level I	\$105.00
Jr. Engineer		\$95.00
Designer		\$95.00
CADD Tech	Level II	\$90.00
CADD Tech	Level I	\$80.00
Construction Inspector		\$90.00
Field Tech	Level II	\$90.00
Field Tech	Level I	\$75.00
Financial Admin.		\$100.00
Office Admin.		\$50.00

Other Direct Costs (ODC)

Mileage	IRS Standard Rate/Mile
Xerox Copies	\$ 0.12/Copy
Plan Sheets (Standard)	\$ 1.25/Sheet
Plan Sheets (Color or Enlarged)	Varies
Overnight Mail/Express	Actual Cost
Miscellaneous	Actual Cost

* Note: Effective January 1, 2020
 Rates subject to change January 1 of each calendar year.

208-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

May Session of the April Adjourned

Term. 2020

County of Boone

} ca.

In the County Commission of said county, on the

5th

day of

May

2020

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 K-9 Training Agreement between Boone County and the following:

Boonville PD – Maintenance Training

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said K-9 Training Agreement.

Done this 5th day of May 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Paury
Fred J. Paury
District I Commissioner

Jane M. Thompson
Jane M. Thompson
District II Commissioner

K-9 MAINTENANCE TRAINING AGREEMENT

THIS AGREEMENT dated the 5th day of May, 2020, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Department (BCSD), and Boonville Missouri Police Department (Agency):

WHEREAS, BCSD can provide K-9 maintenance training through its certified K-9 training staff; and

WHEREAS, Agency desires to send its K-9 and handler through the BCSD's K-9 maintenance training program; and

WHEREAS, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. MAINTENANCE TRAINING. BCSD agrees to provide Agency's K-9 handler and K-9 maintenance training by and through BCSD's certified staff. Training areas will include obedience, narcotics detection, tracking, building search, area search, article search, K-9 aggression control, and scenario-based training. The training shall consist of not less than twenty (20) sessions. Agency will receive a certificate documenting successful completion of the BCSD's program.

2. EMPLOYED STATUS OF K-9 HANDLER. Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.

3. CONTRACT PRICE AND PAYMENT. Agency shall pay County a total sum of One Thousand Eight Hundred Dollars (\$1,800.00) for the training contemplated herein, calculated at a rate of \$90/session. Agency shall pay one-half, or \$900.00, upon execution of this contract and the remaining one-half, or \$900.00, after ten (10) sessions have been completed.

4. TERM AND TERMINATION. The term of this Agreement shall begin immediately upon execution of the same for a period of one-year, and may be renewed for two (2) additional, one-year contracts on the same terms and conditions as set forth herein. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate at least 90 days in advance of the intended termination date. In the event of a termination, the parties will reconcile the payments paid and/or due based on the number of sessions attended and the rate of \$90.00 per session.

5. MODIFICATION AND WAIVER. No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.

6. FUTURE COOPERATION. The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.

7. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.

8. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

AGENCY: BOONVILLE P. D

By:

Bobby Welliver

Printed Name: BOBBY WELIVER

Dated: 03/16/20

BOONE COUNTY, MISSOURI

By:

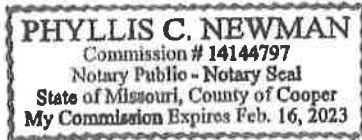
Daniel Atwill

Daniel K. Atwill, Presiding Commissioner

Dated: 5-5-20

ATTEST:

Phyllis C. Newman



ATTEST:

Brianna L. Lennon

Brianna L. Lennon, County Clerk

APPROVED - BCSD:

Dwayne Carey

Dwayne Carey, Sheriff

APPROVED AS TO FORM:

C.J. Dykhouse

C.J. Dykhouse, Boone County Counselor

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 B. McMillan by 5/5/20

Auditor

Date

Revenue-Only 2570-3569

Exhibit "A"
INFORMED CONSENT WAIVER AND RELEASE

ASSUMPTION OF RISKS: I acknowledge that participation in the K-9 Maintenance Training [hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical activities involve strenuous exertions of strength using various muscle groups and also involve quick movements using speed and change of direction, all of which could result in injury. These risks range from minor bruises and scratches to more severe injuries, including the risk of heart attacks or other catastrophic injuries. I understand and appreciate that these physical activities carry certain inherent risks and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

Signature of Participant/Date

 03/16/2020

Printed Name of Participant

ANTHONY SCOTT WACK

209-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

May Session of the April Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

5th

day of

May

2020

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

Now on this day, the County Commission of the County of Boone does hereby recognize Stan Shawver for his outstanding dedication and integrity during his years of service in Boone County.

Done this 5th day of May 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

PROCLAMATION RECOGNIZING STAN SHAWVER FOR 39 YEARS OF SERVICE TO BOONE COUNTY

- Whereas,* the County of Boone has been privileged to receive the good work and services of Stan Shawver since he was hired on April 27, 1981 as a Public Works Youth Conservation Corps Supervisor; and
- Whereas,* Stan also served as Boone County Sewer Department Maintenance Foreman prior to the creation of the Boone County Regional Sewer District; and
- Whereas,* in 1982, Stan was named Director of Planning, a department which was renamed Resource Management in 2011 and which Stan led until his retirement on May 1, 2020; and
- Whereas,* prior to his service to Boone County, Stan served his country in the United States Army, during which time he attended language school and became fluent in Polish; and
- Whereas,* following his military service, Stan attended the University of Missouri where he earned his bachelor's degree in Political Science; and
- Whereas,* Stan has been an asset to Boone County during his 39 years of service, providing professional service to the citizens as well as the Boone County Commissioners, who relied upon his ability to provide critical information in a concise and unbiased manner.
- Therefore,* with our best wishes for the future, let it be known that Stan Shawver is hereby recognized for his outstanding dedication and integrity during his years of service to the citizens of Boone County.

IN TESTIMONY WHEREOF, this 5th day of May, 2020.

Daniel K. Atwill, Presiding Commissioner

Fred J. Parry, District I Commissioner

Janet M. Thompson, District II Commissioner

ATTEST:

Brianna L. Lennon, County Clerk