

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 21

In the County Commission of said county, on the 28th day of December 20 21


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

Now on this day, the County Commission of the County of Boone does approve a petition submitted by Edgar Hancock to vacate Lot 5 of Bertlee Acres Block 1 as recorded in Plat Book 11 Page 266 of Boone County Records and part of Lot 6 of Bertlee Acres Block 2 as recorded in Plat Book 13 Page 12 of Boone County Records.

Said vacations are not effective until the lots proposed to be vacated have been incorporated into a subdivision plat in accordance with Boone County Subdivision Regulations.

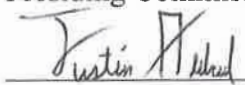
Done this 28th day of December 2021.

ATTEST:

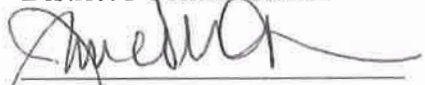

Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

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Term. 20 21

In the County Commission of said county, on the 28th day of December 20 21


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

Now on this day, the County Commission of the County of Boone does approve the request by Larkin Construction, Inc for a conditional use permit to construct a duplex in the R-S (Single-Family Residential) zoning district located at 2591 S Casa Circle, Columbia, subject to the following condition:


1. Prior to the issuance of any building permits, the owner must obtain an annexation agreement with the City of Columbia for the purpose of obtaining sanitary sewer service.

Done this 28th day of December 2021.

ATTEST:


 Brianna L. Lennon
 Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Justin Aldred
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

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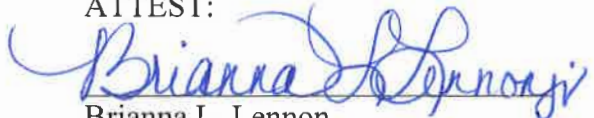
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does approve the request by Larkin Construction, Inc for a conditional use permit to construct a duplex in the R-S (Single-Family Residential) zoning district located at 4312 W Mesa Dr, Columbia, subject to the following conditions:

1. Prior to the issuance of any building permits, the owner must obtain an annexation agreement with the City of Columbia for the purpose of obtaining sanitary sewer service.

Done this 28th day of December 2021.

ATTEST:


 Brianna L. Lennon
 Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

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County of Boone

In the County Commission of said county, on the 28th day of December 20 21

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


Now on this day, the County Commission of the County of Boone does approve the request by Do Something Right Now Inc. for a conditional use permit for a food pantry in the R-M zoning district located at 313 Hogan Dr, Columbia.

Staff recommends approval of the conditional use permit with the following condition:


- 1) That the food pantry use be approved under this conditional use permit with hours of operation as defined by the applicant to be Sunday from 12-5 P.M.


Done this 28th day of December 2021.

ATTEST:


 Brianna L. Lennon
 Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Justin Aldred
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

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Term. 20 21

In the County Commission of said county, on the 28th day of December 20 21

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

Now on this day, the County Commission of the County of Boone does approve the request by MBK Investments to rezone from R-M (Moderate Density Residential) to M-LP (Planned Light Industrial) located at 5105 S. Providence Road, Columbia.

AND

Now on this day, the Boone County Commission does approve the request by MBK Investments to approve a review plan for Rock Bridge Business Park on 3.39 acres located at 5105 S Providence Rd, Columbia.

Done this 28th day of December 2021.



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

ATTEST:



Brianna L. Lennon
Clerk of the County Commission

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December Session of the October Adjourned

Term. 20 21

In the County Commission of said county, on the 28th day of December 20 21

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

Now on this day, the County Commission of the County of Boone does approve the request by Frederick Schmidt to rezone from A-2 (Agriculture) to C-GP (Planned General Commercial) on 3.47 acres located at 601 N Hwy UU, Columbia.

AND

Now on this day the County Commission of the County of Boone does approve the request by Frederick Schmidt to revise and approve a review plan in the C-GP zoning district on 3.47 acres located at 601 N Hwy UU, Columbia.


Done this 28th day of December 2021.

ATTEST:

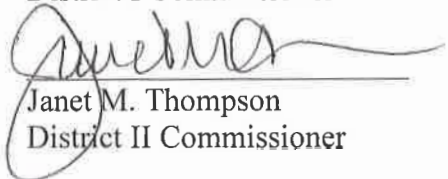

Brianna L. Lennon
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December Session of the October Adjourned

Term. 20 21

In the County Commission of said county, on the 28th day of December 20 21

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

Now on this day, the County Commission of the County of Boone does approve a Request by Timothy & Christine Beerup to approve a Final Development Plan on 15.41 acres zoned A-1 (Agriculture) with pending REC-P (Planned Recreation), located at 5360 E Hwy 163, Columbia.

Done this 28th day of December 2021.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

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Term. 20 21

In the County Commission of said county, on the 28th day of December 20 21


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

Now on this day, the County Commission of the County of Boone does receive and accept the following subdivision plats and authorizes the presiding commissioner to sign them:

1. Persinger Farm Subdivision. S26-T50N-R13W. A-2. Christopher & Brooke Persinger, owners. Steven Proctor, surveyor.
2. Hatfield Pass Subdivision. S7-T49N-R11W & S12-T49N-R12W. A-2. Julie Bolton, Heather Parnell, Tyler Horne, Amber Horne, & Verne Horne, owners. Steve Proctor, surveyor.


Done this 28th day of December 2021.

ATTEST:


 Brianna L. Lennon
 Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Justin Aldred
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

Staff Report for County Commission
RE: P&Z Agenda Items
December 28, 2021

Bertlee Acres Block 1 and Block 2 - Plat Vacations

A petition has been submitted by Edgar Hancock to vacate Lot 5 of Bertlee Acres Block 1, as recorded in Plat Book 11, Page 266 and part of Lot 6 of Bertlee Acres Block 2, as recorded in Plat Book 13, Page 12 of Boone County Records.

Bertlee Acres Block I was platted in April of 1977. Bertlee Acres Block 2 was platted in February of 1979. It is the intent of the petitioner to combine the lot and half-lot into a single lot by Plat. There is a home, in ground pool, and shop building on the property.

In accordance with Boone County Subdivision Regulations Section 1.8 the County Commission is required to conduct a public hearing prior to granting permission to vacate and replat a subdivision. Before granting permission, the Commission must find that the action will not adversely affect the character of the neighborhood, traffic conditions, circulation, the proper location, alignment and improvement of streets and roads within and adjacent to the subdivision, property values within the subdivision, public utility facilities and services and will not generally adversely affect the health, welfare or safety of persons owning or possessing real estate within the subdivision.

This vacation and replat will result consolidation of one and one-half lots into one legal lot. There are no new lots being created and no new access points to public roadways. Therefore, there will be no adverse effect on the:

- Character of the neighborhood;
- Traffic conditions, circulation, the proper location, alignment and improvement of streets and roads within and adjacent to the subdivision;
- Property values within the subdivision
- Public utility facilities and services;
- Health, welfare or safety of persons owning or possessing real estate within the subdivision.

17 property owners were notified of this request.

Staff recommends approval of the vacation request.

Larkin Construction - Conditional Use Permits

The Planning and Zoning Commission reviewed these requests at its December 16, 2021 meeting and voted to recommend approval on a unanimous vote. The minutes of that

meeting and the Boone County Zoning and Subdivision Regulations are entered into the record of this meeting.

The applicant, Larkin Construction, has requested conditional use permits on Lot 35 and Lot 36 of Scottsdale Subdivision. The lots share a common property line. Both lots will be addressed by this report, but separate motions will be required for each lot.

The lots are located southwest of and adjacent to the intersection of Mesa Drive and Casa Circle in Scottsdale Subdivision. Scottsdale Subdivision is southwest of and adjacent to the intersection of Scott Boulevard and Gillespie Bridge Road.

Lot 35 has frontage on Casa Circle and Lot 36 has frontage on Mesa Drive. Both lots are vacant. Approximately 2/3 of Lot 36 and 100% of Lot 35 is within the 100-year floodplain. The zoning is Single-Family Residential, R-S. Adjacent property to the northwest, west and south is zoned R-S. Property to the east and northeast is zoned Moderate Density Residential R-M.

The applicant is requesting conditional use permits to build a duplex on each lot.

The following criteria are the standards for approval of a conditional use permit, followed by staff analysis of how this application may meet those standards. Staff analysis of the request is based upon the application and public comments received following notification of the surrounding property owners.

(a) The establishment, maintenance or operation of a conditional use permit will not be detrimental to or endanger the public health, safety, comfort or general welfare.

If operated in conformance with existing county and state regulations, the use should comply with this criterion.

(b) The conditional use permit will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted by these regulations.

All the structures in Scottsdale are fourplexes or duplexes. The lots adjoin R-S zoned lots to the west that are developed with single family dwellings. However, there is a creek with an incised channel and forested corridor that provides a physical and visual buffer. The addition of two more duplexes will not be injurious to the use and enjoyment of the existing homes in the immediate vicinity.

(c) The conditional use permit will not substantially diminish or impair property values of existing properties in the neighborhood.

Due to the existing character of the area and the buffering provided by the creek, the conditional use permits will not substantially diminish or impair property values of the neighborhood.

(d) All necessary facilities will be available, including, but not limited to, utilities, roads, road access, and drainage.

All utilities are available to the lots except sewer. There is an existing City of Columbia sewer line on Lot 36 and under the roadway in front of Lot 35. In order to gain access to the sewer, the owner will be required to enter into an annexation agreement with Columbia.

Mesa Drive and Casa circle are built in publicly dedicated rights of way. However, neither road is publicly maintained. This is not a desirable condition, but private maintenance appears to be effective. Both streets are hard surfaced. Ingress and egress seem to be adequate.

(e) The establishment of a conditional use permit will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the zoning district.

The proposed duplexes match the character of existing structures in the neighborhood. There are nine vacant lots remaining in the subdivision, two are zoned R-S, two are zoned R-M and five are in the city limits of Columbia and owned by the City of Columbia. It is anticipated that future construction on lots in Scottsdale will match the existing two and multifamily character.

(f) The establishment of a conditional use permit will not hinder the flow of traffic or result in traffic congestion on the public streets. This will include the provision of points of access to the subject property.

The conditional use permits will not have a detrimental impact on traffic flow or circulation.

(g) The conditional use permit shall in all other respects conform to the applicable regulations of the zoning district in which it is located. The County Commission shall find that there is a public necessity for the conditional use permit.

The proposal conforms to other applicable regulations of the R-S zoning district.

Zoning Analysis: The application appears to meet the requirements for a conditional use permit. The only questionable areas are utilities and access. Sewer is the only utility that cannot be confirmed, however that can be rectified by the property owner obtaining an annexation agreement from Columbia. Access is via privately maintained roads. Normally, this would not be a preferred method of access for construction of new duplexes. However, the entire subdivision is accessed by privately maintained roads and has been for several decades.

Staff recommended approval of each request with the following condition:

- 1) Prior to the issuance of any building permits on Lot 35 or Lot 36, the owner must obtain an annexation agreement with the City of Columbia for the purpose of obtaining sanitary sewer service.

Do Something Right Now - Conditional Use Permit

The Planning and Zoning Commission reviewed these requests at its December 16, 2021 meeting and voted to recommend approval on a unanimous vote.

The property is located on Hogan Road in the Fairway Meadows development, approximately 700 feet south of E St Charles Road. The lot is occupied by a single-family dwelling that was built in the 1970s and an accessory building. The property is zoned R-M (Residential Moderate-Density) and is surrounded by R-M zoning. This is all original 1973 zoning.

The applicant is requesting a conditional use permit to establish a philanthropic institution, specifically a food pantry, on a site smaller than 5 acres. Currently, this site has been in use as a food pantry during the pandemic, the applicants intend to modify the existing single-family residence into a structure that is suitable for the proposed use. This change requires the services of an Architect.

The application also identifies a service center as a use but lacks detail about the service center. Prior to the P&Z hearing, Staff contacted the applicant to discuss details about the proposed service center. Both parties agreed to temporarily table the service center request and proceed with the food pantry aspect of the proposed use. Tonight's hearing will focus specifically on the food pantry. Staff notified 109 property owners about this request. The property scored 70 points on the point rating system.

The following criteria are the standards for approval of a conditional use permit, followed by staff analysis of how this application may meet those standards. Staff analysis of the request is based upon the application and public comments received following notification of the surrounding property owners.

- (a) The establishment, maintenance or operation of a conditional use permit will not be detrimental to or endanger the public health, safety, comfort or general welfare.

The food pantry use, once the building is properly remodeled under the supervision of a design professional licensed to practice in the State of Missouri, should comply with this criterion.

- (b) The conditional use permit will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted by these regulations.

The operation of the food pantry generated complaints that brought the operation to the attention of staff. After discussion with the applicant on the nature of the food pantry operation, staff believes that the food pantry use can comply with this criterion if steps are taken to mitigate impacts of traffic, potential intensity of use, and timing of the use. The applicant has stated that the food pantry operates on Sunday from 12-5 PM. With the limited hours of operation, the proposed use seems to meet this criterion.

(c) The conditional use permit will not substantially diminish or impair property values of existing properties in the neighborhood.

The placement of a non-profit organization in the neighborhood it serves can enable more efficient service delivery. However, it is uncertain if there is a detrimental or advantageous impact on property values. Whether this criterion is met depends on the specifics of how the food pantry is operated. With the limited operating hours of Sunday from 12-5, this use should not impair property values in the neighborhood.

(d) All necessary facilities will be available, including, but not limited to, utilities, roads, road access, and drainage.

The subject property is located on Hogan Road, a publicly maintained roadway. All necessary facilities appear to be available to meet the needs of the food pantry use.

(e) The establishment of a conditional use permit will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the zoning district.

The Fairway Meadows development is an older development at the eastern edge of the City of Columbia. The surrounding property has already been developed in a manner consistent with its zoning. The food pantry use should comply with this criterion with conditions on timing and intensity.

(f) The establishment of a conditional use permit will not hinder the flow of traffic or result in traffic congestion on the public streets. This will include the provision of points of access to the subject property.

The subject property is located on Hogan Road, a publicly maintained roadway. Resource Management staff have received inquiries about the lack of off-street parking, and excessive use of on-street parking restricting access. The food pantry use, as described in conversations with the applicants, may be able to meet this criterion with conditions restricting hours of operation and provision of more parking on the site.

(g) The conditional use permit shall in all other respects conform to the applicable regulations of the zoning district in which it is located. The County Commission shall find that there is a public necessity for the conditional use permit.

The redevelopment of the site for the food pantry use, when done under commercial building permit, will comply with the applicable regulations of the R-M zoning district.

Zoning Analysis: The applicant is requesting a conditional use permit to operate a philanthropic institution on a site smaller than 5 acres, specifically a food pantry. The food pantry use generated zoning complaints as its operation predates this application for a conditional use permit.

After consultation with staff, it was advised that the philanthropic institution conditional use was the best fit for the food pantry activity. Based on that consultation, staff believes that the conditional use permit criteria can be met for the food pantry. Legitimization of that activity will allow the applicant to apply for building permits to bring the structure on the site into compliance with the appropriate parts of the building code. The site design and management will need to take into account how to mitigate potential increases in traffic and regulate the intensity of use.

Staff recommends approval of the conditional use permit with the following condition:

- 1) That the food pantry use be approved under this conditional use permit with hours of operation as defined by the applicant to be Sunday from 12-5 P.M.

MBK Investments/Rockbridge Business Park - Rezoning and Review Plan

The Planning and Zoning Commission reviewed these requests at its December 16, 2021 meeting and voted to recommend approval on a unanimous vote.

The property is located on the outer road along S. Providence Road, just north of the intersection of State Route K, Highway 163 and Providence Road. The property is 3.47 acres in size and zoned R-M (Residential Moderate-Density). The property has the City of Columbia to the north and east, and R-S (Residential Single-Family) to the west, and south, with C-GP (Planned General Commercial) to the southeast. It has been used as a mobile home park until recently. There is currently an existing home and an accessory building on the site.

The property is located inside the Columbia school district and the Boone County Fire Protection District. The Master Plan describes this area as being suitable for residential land use. This request is to change the current R-M zoning of the property to M-LP (Planned Light Industrial) to allow the redevelopment of the site as a commercial/industrial park.

The Boone County Master Plan identifies this area as being suitable for residential land uses. The sufficiency of resources test was used to evaluate this request.

Utilities: The subject property is located in the City of Columbia Water & Light service area for water, is provided central sewer service by the Boone County Regional Sewer District, is in the Boone Electric Cooperative service area, and the Boone County Fire Protection District.

Transportation: The property has access on to the outer road along S Providence Road, a publicly dedicated, publicly maintained Right of Way.

Public Safety: The property is one mile north of Boone County Fire Protection District Station 8.

Zoning Analysis: This property has been in a declining state of repair while its use as a mobile home park has decreased over the years. Effective redevelopment of this site, particularly when such redevelopment is done in a manner limiting its impact on the stream on the property, is a benefit to adjacent property owners. The properties to the north and south have their buildings aligned so that their back walls are towards this property, limiting the visual impacts of any redevelopment on their occupants. The existing and proposed visual screening, as well as elevation differences will also contribute to limiting visual impacts.

Overall, new development with the proposed screening should serve to improve the appearance of this area.

The property scored 62 points on the rating system.

Staff recommended approval of the rezoning request and review plan.

Frederick Schmidt/Schmidt Billiards – Rezoning and Review Plan

The Planning and Zoning Commission reviewed these requests at its December 16, 2021 meeting and voted to recommend approval on a unanimous vote.

The property is located on State Route UU, less than ½ mile south of the intersection of Van Horn Tavern Road and State Route UU. It is 9.6 acres in size and is occupied by a house, garage, warehouse, and showroom. The property is split-zoned A-2 (Agriculture) & C-GP (Planned General Commercial). The adjacent zoning is A-2 to the north, south, and west, with A-1(Agriculture) and M-LP (Planned Light Industrial) to the east. The A-2 is original 1973 zoning, the adjacent M-LP was rezoned in 1988.

Schmidt Billiards rezoned approximately .25 acres of A-2 to C-GP in 1989. The business has reached a point where expansion is necessary, and this request expands the C-GP zoning on the property to support proposed buildings and expansion.

The Boone County Master Plan identifies this area as being suitable for residential land uses. The sufficiency of resources test was used to analyze this request.

Utilities: The subject property is in the Consolidated Water service area, Boone Electric Cooperative provides power. Consolidated Water is already working with the applicant to provide fire protection to this property for the proposed buildings.

Transportation: The property has access on State Route UU.

Public Safety: The property is about 1.6 miles from Boone County Fire Protection District Station 9.

Zoning Analysis: This use has been present for over 30 years at this location. Its presence has been very subtle and successful. The proposed review plan is designed to be specific for this business and is in step with the subtlety of the current business presence.

The property scored 45 points on the rating system.

Staff recommended approval of the rezoning request and review plan.

Beerup Event Center – Final Plan

The property is located on Route 163, approximately 2100 feet west of US Highway 63. The property currently contains a building that was constructed as a single-family dwelling, an in-ground pool, an accessory building and a residential on-site wastewater system. The property is 15.42-acres in size and zoned A-1 (Agriculture) but has a pending REC-P (Planned Recreation) rezoning. This request is seeking to convert the existing structures into a reception facility, this will require remodeling permits and the services of an Architect licensed in Missouri. There is A-1 property to the south, east, northwest, north, and west, with M-L (Light Industrial) zoning to the northeast.

This request was initiated by an application for REC-P (Planned Recreation) rezoning in September of 2020. The rezoning and review plan were approved by the County Commission under order number 433-2020. The property is in the Bonne Femme Watershed, a studied environmentally sensitive area, and the Devil's Icebox recharge area. The property scored 55 points on the rating system.

The Boone County Zoning Ordinance, Section 6.2.14, Standards for Approval of the Final Development Plan identifies 3 criteria for approval:

- All the required information is accurately portrayed on the Plan
- The Final Plan conforms to the approved Review Plan
- The Final Plan demonstrates compliance with all conditions, which the County Commission may have imposed on the Final Plan

After a review of the submitted Final Plan, staff have concluded the following regarding this Final Plan and the 3 criteria for approval:

1) All the required information is accurately portrayed on the Plan.

Staff believes this criterion has been met.

2) The Final Plan conforms to the approved Review Plan

Staff believes this criterion has been met.

3) The Final Plan demonstrates compliance with all conditions, which the County Commission may have imposed on the Final Plan.

Under Commission Order 433-2020, the following conditions were placed on the approval of the Review Plan:

- 1) It is recognized that no gravel driving, parking or loading surfaces are allowed for this development and that the Final Development Plan reflects this requirement.
- 2) Note number 9.2 with respect to building #2 be removed from the Final Development Plan. (Designated for agricultural use)
- 3) The 25-foot perimeter setback is a non-discretionary standard and that the full 25-foot perimeter buffer must be provided prior to approval of the Final Plan.
- 4) A buffering/landscaping plan shall be submitted showing all buffering/landscaping for the site, including adding buffering along the western portion of the property. This plan shall be created and shown on the Final Development Plan to the satisfaction of the Director of Resource Management.
- 5) There is recognition that the existing buildings will be required to obtain remodeling permits for a change of use overseen by an Architect licensed to practice in the State of Missouri and that a certificate of occupancy for the commercial uses must be obtained for the structure prior to the buildings use.
- 6) Because of the greater level of oversight and accountability provided by a governmental entity and due to this being an environmentally sensitive area the development should utilize a publicly maintained sewer if reasonably available. Reasonability as to the availability of BCRSD public sewer is exclusively that of the Director of Resource Management in consultation with the Health Department and the BCRSD:

a. If a BCRSD facility becomes available to reasonably provide wastewater services to this facility, then this facility is required to connect to said BCRSD facility within 5-years of the service becoming available.

b. If a BCRSD facility becomes available prior to the installation of the up-graded engineered on-site wastewater system proposed

by the development, then this property must be connected prior to initial use or occupancy of the property under this plan.

c. Hours of operation shall be limited Sunday through Wednesday 8:00am through 9:00pm, Thursday through Saturday 8:00am and 10:30pm with an additional hour for cleanup.

Staff review has determined that the final plan demonstrates compliance with the conditions set by the commission order that can be met prior to approval of this Final Plan, the remaining conditions 5 and 6 including sub-conditions a,b,c. take place later in the development process and there are means in place to see compliance with these conditions.

Based on review of the Final Plan, it meets the conditions set by Commission order 433-2020. Development on this property will require remodeling permits and modifications to the wastewater system. Staff recommends approval of the Final Plan.

Plats

The Planning and Zoning Commission reviewed the following plats at its December 16, 2021 meeting and approved them by consent. I ask that you waive the reading of the staff report and authorize the clerk to insert them into the meeting minutes.

Persinger Farm Subdivision

The subject property is located on the north side of Highway VV/Dripping Springs Road approximately 450 feet east of the intersection of Old Number 7 and Dripping Springs Road. The site is approximately 5 miles northwest of the municipal limits of the City of Columbia. The property is zoned A-2 (agriculture). All the surrounding property is also zoned A-2 and this zoning is original 1973 zoning. This proposal will create a legal platted lot when completed. The site is currently vacant, but previously was the site of a singlewide mobile home. The proposed lot has direct frontage on and access to Highway VV/Dripping Springs Road. The applicant has requested a waiver to the traffic study requirement and the cost/benefit analysis for provision of central sewer. An on-site wastewater plan has been provided. Staff concurs with the waiver requests.

Consolidated Public Water Service District #1 provides water service to the area. The property is located inside the Boone County Fire Protection District service area hydrants are not required for this development. On-site wastewater will need to go through the Health Department.

The property scored 41 points on the rating system.

Staff recommends approval of the plat and waiver requests:

Hatfield Pass Subdivision

The subject property is approximately 3 miles northeast of the city limits of Columbia on State Highway HH, east of the Route B/HH intersection, approximately 500 feet east of Phillippe Road. The proposal is the reconfiguration of three parcels of land totaling 20.87 acres, creating a 2.51 acre lot, an 8.40 acre lot, and a 9.96 acre lot. The parcels have a home present on the 2.51 acre lot and a barn present on the 9.96 acre lot. There was a single-wide mobile home present on the 9.96 acre lot, but it was removed prior to resubmittal of this proposal for the Planning & Zoning Commission agenda. The property is zoned A-2 (Agriculture) and is surrounded by A-2 zoning. This is all original 1973 zoning.

All three lots have access to State Highway HH, a publicly dedicated, publicly maintained right of way. Driveway permits and access control will be through the Missouri Department of Transportation. The applicant has submitted a request to waive the traffic study requirement.

The subject property is located in Public Water Service District #4 for domestic water service, the Boone Electric Cooperative service area, and the Boone County Fire Protection District.

On-site wastewater treatment is proposed for lots 2 & 3 and lot 1 has an existing on-site system service the house on the property. There is an inactive lagoon on lot 3 that served the single-wide mobile home that was on the property. Any new development requiring wastewater treatment will be permitted through the Columbia/Boone County Public Health/Human Services department.

The property scored 53 points on the rating system.

Staff recommends approval of the plat and granting the requested waivers.

Ravenwood Revised Preliminary Plat (Report Only)

The subject property is located on the east side of Rollingwood Boulevard, at the intersection of Rollingwood & US Highway 40. The subject property is approximately 86.3 acres in size. The property is split-zoned, with 69.58 acres is currently zoned R-SP (Planned Residential Single-Family) and C-GP (Planned General Commercial). This zoning was changed from R-S (Residential Single-Family) and A-R (Agriculture-Residential) with the approval of a Final Plan for this development on 2 July 2018, under commission order 322-2018. There is R-S zoning to the west, A-R zoning to the south, A-R and C-GP (Planned General Commercial) zoning to the east, and A-R, R-S, and C-G (General Commercial) zoning to the north across US Highway 40. With the exception of the C-GP zoning, which was rezoned in 1985, the surrounding zoning is all original 1973 zoning. A new preliminary plat was approved in November of 2020, but road design issues required a re-design. This new preliminary plat reflects that re-design.

The Boone County Master Plan identifies this area as suitable for residential land uses. The preliminary plat is for a 170 lot residential subdivision zoned R-SP, and 2 lots zoned

C-GP. The R-SP lots range from approximately 10,000 to 20,000 square feet in size, with a density of approximately 1.95 lots per acre.

Utilities: The subject property is served by a Consolidated Public Water Service District #1 6" line for water, the Boone County Regional Sewer District for wastewater treatment, and Boone Electric for electrical service. Sufficient infrastructure is either present (in the case of Boone Electric & the Boone County Regional Sewer District) or infrastructure improvements are agreed upon for provision of services to this proposal (in the case of Consolidated Public Water Service District #1).

Transportation: The proposal includes three new public street connections, one to US Highway 40, and two to Rollingwood Boulevard. All lots within the development will have direct frontage on and direct access to the internal street network. The proposed street layout is interconnected with property to the east at two points. Most internal streets will be built to Boone County Standards, with the exception of the eyebrow and teardrop designs requiring variances from the Boone County Road and Bridge Advisory Board for reduced widths.

A traffic study was conducted by Crawford, Bunte, & Brammeier, a firm specializing in traffic analysis. The study recommended improvement of US Highway 40, specifically eastbound and westbound turn lanes at the access point for Renfield Drive. The amount of traffic generated by the proposal would require Renfield Drive to US Highway 40 to be built to County Commercial standard along the proposed commercial lots, and then to a County Collector standard to Renfield's connection to Ravenwood Drive.

The potential for development of the property to the east, as informed by an addendum to the traffic study has shown staff that a County Collector road right of way with a County Local road pavement be proposed to allow for future improvement of Beltran and the portion of Ravenwood between Beltran & Renfield. That future improvement would allow for additional traffic from the property to the east to be handled without a need to acquire additional right-of-way, only expansion of existing pavement.

The traffic study indicates that Rollingwood Boulevard is sufficient to support the increased traffic of this development, as at completion, most traffic will leave the development via US Highway 40, limiting its impact on Rollingwood. However, it is of note that the first two phases of this development, 52 lots, will exclusively use Rollingwood Boulevard to leave the development, at least until the third phase of the development is completed. The resulting additional 650 ADT (Average Daily Trips), per the traffic study, should not have any impact on level of service currently present at Rollingwood Boulevard. However, County regulations are based on the ADT rather than level of service, so level of service is only a supplemental factor in the analysis from the County point of view. The existing ADT for Rollingwood Blvd is 851 so the first two phases will add 650 ADT. Staff consideration of this increase advised improvement to Rollingwood Boulevard at US Highway 40, and a left turn lane at this intersection is proposed by the applicant. The specifics of the improvements to Rollingwood Blvd must be worked out with the County Chief Engineer.

With the improvements to the Rollingwood /US 40 intersection and turn lanes on US 40 at Renfield Drive there will be sufficient transportation infrastructure to meet the needs of this proposal.

Public Safety: The property is approximately ½ mile to the west of the Midway Boone County Fire Protection District Station. Infrastructure upgrades to Consolidated Public Water Service District #1 water lines will be sufficient to provide fire flows to the property at required levels of service. The phasing plan proposed by this development is structured such to meet the access point requirements of the Fire Code.

Stormwater: The proposal is subject to the requirements of the Boone County Stormwater Regulations. The plan shows potential detention/bioretention sites on the common areas of the property. The area proposed is based on preliminary stormwater calculations. If additional area is required at the time of final design, the proposed sites will be modified to meet those requirements.

Zoning Analysis: The proposal is located in an area described by the Boone County Master Plan as suitable for residential use. It is located to the east of an established residential area and the density is comparable to the density of that area. The availability of existing utility infrastructure, specifically sewer, and a major transportation node make this location suitable for development with reasonable investment in infrastructure improvements.

The property scored 73 points on the rating system.

Staff recommends approval of the preliminary plat with the following conditions:

1. Improvements to Rollingwood/40 shall be complete prior to the first phase and prior to the first final development plan and subject to approval by the Chief Engineer and Director.
2. Improvements to Renfield/US 40 shall be complete prior to the phase that contains the Renfield/40 intersection.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 21

In the County Commission of said county, on the 28th day of December 20 21

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

Now on this day, the County Commission of the County of Boone does hereby approve Contract Amendment #2 for the Strategic Opportunity Contract for the Community Health/Medical Fund dated August 9, 2019 made by and between Boone County, Missouri and In2Action for the Recovery Support and Reentry Opportunity Center program. This Amendment extends the contract period January 1, 2022 through December 31, 2022. It adds a renewal amount of \$37,636.20.

Invoices will be paid from Department 2131- CHF, Account 71106 – Contracted Services. \$105,000 is budgeted for 2022.

Done this 28th day of December 2021.

ATTEST:

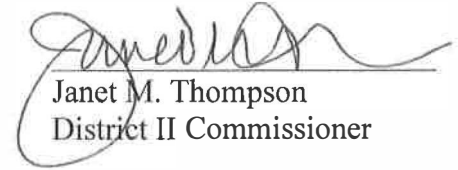

Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner



Boone County Community Services

MEMORANDUM

TO: Boone County Commission
FROM: Joanne Nelson, Director-Boone County Community Services Department
DATE: December 21, 2021
RE: Amendment One

Attached for signature is Contract Amendment Number One for the Strategic Opportunity Contract for the Children's Services Fund dated May 23, 2019 made by and between Boone County, Missouri and Cora Community Outreach for the Cor Columbia North Columbia Expansion program. This amendment extends the contract period January 1, 2022 through December 31, 2022. It adds a renewal amount of \$219,997.16.

The program offers out-of-school programming, case management, and community-based mentoring (individual and group) to at-risk male student athletes by providing access to opportunities and resources students need to succeed.

Invoices will be paid from department 2162 - CSF, account 71106 – Contracted Services. \$12,500,00 is budgeted for 2022.

cc: Contract File

AGREEMENT FOR PURCHASE OF SERVICES
Contract Amendment Number Two
Recovery Support and Reentry Opportunity Center

THIS AGREEMENT dated the 28th day of December, 2021, Strategic Opportunity Contract for the Community Health/Medical Fund dated August 8, 2019 made by and between Boone County, Missouri and In2Action, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1) Extend the contract for one (1) additional year beginning January 1, 2022 and ending on December 31, 2022.
- 2) ADD a renewal of funding for the following:

SERVICE DESCRIPTION	UNIT MEASUREMENT	UNIT RATE	# OF UNITS	TOTAL AMOUNT REQUESTED
Peer Support	15 minutes	\$10.30	400	\$4,120.00
Case Management	15 minutes	\$10.30	3,254	\$33,516.20
Total Renewal Amount	\$37,636.20			

- 3) In2Action agrees to update and adhere to the information entered into the Agreement Form. Requests of any additional changes during the contract year will be made to the Boone County Community Services Department prior to implementation of the requested changes.
- 4) 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.

In2Action

Boone County, Missouri

DocuSigned by:
Dan Hanneken
By: _____
Signature

By: Boone County Commission

Dan Hanneken
By: _____
Printed Name

DocuSigned by:
Daniel K. Atwill
By: _____
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
[Signature]

County Counselor

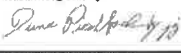
DocuSigned by:
Brianne L. Lennon

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.)

<small>DocuSigned by:</small> 	12/21/2021	2131 / 71100 / \$37,636.20
Signature	Date	Appropriation Account

An Affirmative Action/Equal Opportunity Employer

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the 28th day of December 20 21

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

Now on this day, the County Commission of the County of Boone does hereby approve Contract Amendment #1 for the Strategic Opportunity Contract for the Children's Services Fund dated May 23, 2019 made by and between Boone County, Missouri and Cora Community Outreach for the Cor Columbia North Columbia Expansion program. This Amendment extends the contract period from January 1, 2022 through December 31, 2022. It adds a renewal amount of \$219,997.16.

Invoices will be paid from Department 2162- CSF, Account 71106 – Contracted Services. \$12,500,000 is budgeted for 2022.

Done this 28th day of December 2021.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner



Boone County Community Services

MEMORANDUM

TO: Boone County Commission
FROM: Joanne Nelson, Director-Boone County Community Services Department
DATE: December 21, 2021
RE: Amendment Two

Attached for signature is Contract Amendment Number Two for the Strategic Opportunity Contract for the Community Health/Medical Fund dated August 9, 2019 made by and between Boone County, Missouri and In2Action for the Recovery Support and Reentry Opportunity Center program. This amendment extends the contract period January 1, 2022 through December 31, 2022. It adds a renewal amount of \$37,636.20.

The program offers peer support and case management for justice-involved in Boone County citizens with a focus on those recently released from jail or prison. The peer support service helps individuals with substance use and/or mental health disorders to become and/or stay engaged in their recovery process and case management to assist in an individual's health and human service needs.

Invoices will be paid from department 2131- CHF, account 71106 – Contracted Services. \$105,000 is budgeted for 2022.

cc: Contract File

AGREEMENT FOR PURCHASE OF SERVICES
Contract Amendment Number One
Cor Columbia North Columbia Expansion

THIS AGREEMENT dated the 28th day of December, 2021, Strategic Innovation Opportunity Contract for the Children's Services Fund dated May 23, 2019 made by and between Boone County, Missouri and Cora Community Outreach, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1) Extend the contract for one (1) additional year beginning January 1, 2022 and ending on December 31, 2022.
- 2) ADD a renewal of funding for the following:

SERVICE DESCRIPTION	UNIT MEASUREMENT	UNIT RATE	# OF UNITS	TOTAL AMOUNT REQUESTED
Out of School Programming	1 hr/individual	\$14.37	10,268	\$147,551.16
Case Management	15 minutes	\$11.61	4,100	\$47,601.00
Community-Based Mentoring (Individual)	15 min	\$4.71	2,700	\$12,717.00
Community-Based Mentoring (Group)	15 min/individual	\$3.79	3,200	\$12,128.00
Total Renewal Amount	\$219,997.16			

- 3) Cora Community Outreach agrees to update and adhere to the information entered into the Agreement Form. Requests of any additional changes during the contract year will be made to the Boone County Community Services Department prior to implementation of the requested changes.
- 4) 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.

Cora Community Outreach

DocuSigned by:
 By: Travis Craig
 Signature

Boone County, Missouri

By: Boone County Commission

DocuSigned by:
Daniel K. Atwill

BA4B934CED6E4EB...
 Daniel K. Atwill, Presiding Commissioner

By: Travis Craig Co-Director
 Printed Name/ Title

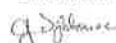
By: Boone County Children's Services Board

DocuSigned by:

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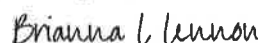
Les Wagner, Board Chair

APPROVED AS TO FORM:

DocuSigned by:

7D71DEAEB9D74DD...

CJ Dykhous, County Counselor

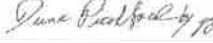
ATTEST:

DocuSigned by:

D267E242BFB948C...

Brianna L. Lennon, 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.)


4147B4E3F1C847D...

12/22/2021

2161 / 71106 / \$219,997.16

Signature

Date

Appropriation Account

An Affirmative Action/Equal Opportunity Employer

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 21

County of Boone

} ea.

In the County Commission of said county, on the

28th

day of December

20 21

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

Now on this day, the County Commission of the County of Boone does approve Contract Amendment #7: 66/2010 – Radio Consulting Services with David O. Dunford.

This Amendment renews the contract for the period January 1, 2022 – December 31, 2022 for the following:

Professional Services at \$60.00/hour, not to exceed \$95,000 per contract period
Reimbursable expenses not to exceed \$18,000 per contract period

Invoices will be paid from Department 2704 – Radio Network Operations, Account 71101 – Professional Services. \$113,000 is budgeted for 2022.

Done this 28th day of December 2021.

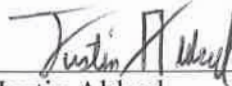
ATTEST:



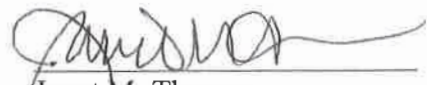
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



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: Melinda Bobbitt, CPPB, CPPO
DATE: October 25, 2021
RE: Amendment #7: 66/2010 – *Radio Consulting Services* with David O. Dunford

Contract 66/2010 – *Radio Consulting Services* was approved by commission for award to David O. Dunford on August 26, 2014, commission order 402-2014.

This amendment renews the contract for the period January 1, 2022 – December 31, 2022 for the following:

Professional Services at \$60.00/hour, not to exceed \$95,000 per contract period
Reimbursable expenses not to exceed \$18,000 per contract period

Invoices will be paid from department 2704 – Radio Network Operations, account 71101 – Professional Services. \$113,000 is budgeted for 2022.

cc: Chad Martin, Pat Schreiner / Joint Communications
Contract File

Commission Order: 537-2021 Date: 12/29/2021

**CONTRACT AMENDMENT #7
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, 2022 through December 31, 2022** 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 DocuSigned by:
David O. Dunford
69577F41F24645C...

Title Radio Consultant

BOONE COUNTY, MISSOURI

By: Boone County Commission

DocuSigned by:
Daniel K. Atwill
BA4B934CED4E4EB...

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
CJ Dykhous
70710EACB8D74DD...

CJ Dykhous, County Counselor

ATTEST:

DocuSigned by:
Brianna L. Lennon
D257E242BF0948C...

Brianna L. Lennon, 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.)

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

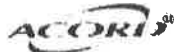
DocuSigned by:
June E Pitohford by JF
8C24BD84EE7A483...

12/20/2021

Signature

Date

Appropriation Account



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/11/2021

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 INSURANCE WAREHOUSE KC 37277419 9058 PARKHILL STREET LENEXA KS 66215	CONTACT NAME:	
	PHONE (913) 735-9311 (A/C, No, Ext):	FAX (913) 608-8668 (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A : Hartford Accident and Indemnity Company		22357
INSURED DAVID DUNFORD 8895 CEDAR CREEK RD DE SOTO KS 66018-9155	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG												
	AUTOMOBILE LIABILITY <input 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 <input type="checkbox"/> AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)												
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE												
A	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	37 WEC IB1701	08/09/2021	08/09/2022	<table border="1"> <tr> <td>X</td> <td>PER STATUTE</td> <td>OTH-ER</td> </tr> <tr> <td>E.L</td> <td>EACH ACCIDENT</td> <td>\$100,000</td> </tr> <tr> <td>E.L</td> <td>DISEASE - EA EMPLOYEE</td> <td>\$100,000</td> </tr> <tr> <td>E.L</td> <td>DISEASE - POLICY LIMIT</td> <td>\$500,000</td> </tr> </table>	X	PER STATUTE	OTH-ER	E.L	EACH ACCIDENT	\$100,000	E.L	DISEASE - EA EMPLOYEE	\$100,000	E.L	DISEASE - POLICY LIMIT	\$500,000
X	PER STATUTE	OTH-ER																	
E.L	EACH ACCIDENT	\$100,000																	
E.L	DISEASE - EA EMPLOYEE	\$100,000																	
E.L	DISEASE - POLICY LIMIT	\$500,000																	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

County of Boone
 Attn: Purchasing Department
 Boone County Purchasing, 613 East Ash St.
 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

Susan L. Castaneda

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/02/2021

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 HAAS & WILKERSON INC/PHS 37330012 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 FAX (888) 443-6112 (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC# INSURER A : Hartford Casualty Insurance Company 29424 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED DAVID DUNFORD 8895 CEDAR CREEK RD DE SOTO KS 66018-9155	

COVERAGES CERTIFICATE NUMBER: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR X General Liability	X		37 SBA AM5386	04/01/2021	04/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 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
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		37 SBA AM5386	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
	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				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	EMPLOYMENT PRACTICES LIABILITY			37 SBA AM5386	04/01/2021	04/01/2022	Each Claim Limit \$5,000 Aggregate Limit \$5,000

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

Those usual to the Insured's Operations. Certificate Holder is an Additional Insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

County of Boone, Missouri
 613 E ASH ST RM 110
 COLUMBIA MO 65201-4432

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

Suzanne Castaneda

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 21

County of Boone

} ea.

In the County Commission of said county, on the

28th

day of December

20 21

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

Now on this day, the County Commission of the County of Boone does hereby approve request for Bid 44-02DEC21 – Radio System Materials and Supplies, which closed on December 2, 2021. Four bids were received. Dave Dunford, our Radio Consultant, recommends a multi-vendor award as follows:

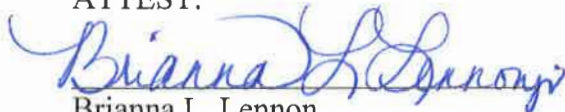
Primus Electronics Corporation
Talley Communications Corporation, d/b/a Talley Inc
TESSCO Incorporated of Delaware, d/b/a TESSCO Incorporated

These are term and supply contracts for radio system materials and supplies effective from December 28, 2021 through December 31, 2022. There are four, one-year renewal periods.

Invoices will be paid from Department 2704-Boone County Joint Communications Radio Operations, Account 23850 – Untagged Equipment & Tools (\$7,500 budgeted) and 2706-Boone County Joint Communications Radio Improvements, account 91300 – Machinery & Equipment (\$1,837,433 budgeted).

Done this 28th day of December 2021.

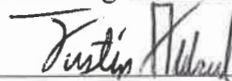
ATTEST:



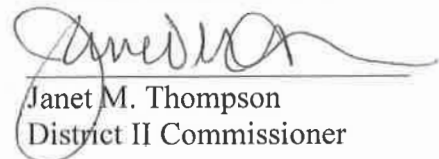
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
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: Melinda Bobbitt, CPPO, CPPB
DATE: December 29, 2021
RE: Bid Award Recommendation: *44-02DEC21 – Radio System Materials and Supplies*

Request for Bid *44-02DEC21 – Radio System Materials and Supplies* closed on December 2, 2021. Four bids were received. Dave Dunford, our Radio Consultant, recommends a multi-vendor award as follows:

Primus Electronics Corporation
Talley Communications Corporation, d/b/a Talley Inc
TESSCO Incorporated of Delaware, d/b/a TESSCO Incorporated

Wireless USA did not receive award due to only offering a 5% discount from list, and they excluded freight charges.

These are term and supply contracts for radio system materials and supplies with a percent discount from list (ranging from 10-55%) for the period from date of award through December 31, 2022. There are four, one-year renewal periods.

Invoices will be paid from department 2704-Boone County Joint Communications Radio Operations, account 23850 – Untagged Equipment & Tools (\$7,500 budgeted) and 2706-Boone County Joint Communications Radio Improvements, account 91300 – machinery & equipment (\$1,837,433 budgeted).

ATT: Bid Tab
Dave Dunford Award Recommendation

cc: Bid File
Dave Dunford, Radio Consultant
Chad Martin, Patricia Schreiner, Joint Communications

Melinda Bobbitt

From: David Dunford <davidodunford@gmail.com>
Sent: Wednesday, December 15, 2021 11:49 AM
To: Melinda Bobbitt; Chad Martin; Patricia Schreiner
Subject: Recommended Bid Award 44-02DEC21

[External Source] Take caution! This communication originated outside of boonecountymo.org. DO NOT CLICK links or attachments unless they are familiar to you and you feel the content is safe. DO NOT SHARE information with unfamiliar senders.

Melinda, thanks for sending over all of the bid response information on 44-02DEC21. County received bids from four firms and I spent time reviewing each response in detail. The bid from Wireless USA excluded all freight and shipping charges and only offered a token discount so their response was set aside. The remaining three bids were from Talley, Primus, and Tessco all of whom are known reliable industry suppliers and with whom County has done business in the past.

The Talley bid was clear and offered good discounts.

The Primus bid was clear but generally offered lower discount levels than the other two responsive bidders.

The Tessco bid was clear and offered lower discounts on a few line items but took exception to County's requirement for prepaid shipping.

I spoke with three Tessco staff members several times with the result being that they sent you an email stating that they would ship all of our orders 'freight prepaid' as required.

Based on the bids we received and the discount levels offered on the 22 line items, my recommendation is to proceed with a joint award to Talley, Primus, and Tessco.

I offer this solution since materials and supplies are not always available in desired quantities and within reasonable time frames, so having purchasing options is desirable.

County would continue to operate as in the past by receiving written quotes prior to ordering materials.

If you have any questions, feel free to contact me.

Thanks for your help with this comprehensive bid package.

David O. Dunford

Radio Consultant -- County of Boone (MO)

44-02DEC21 - Radio System Materials and Supplies														
BID TABULATION			Wireless USA			Talley Inc.			Primus Electronic Corp.			Tessco Incorporated		
Item	Brand	Description	Discount from MSRP	Duration of Discount	Stocking Days	Discount from MSRP list	Duration of Discount	Stocking Days	Discount from MSRP list	Duration of Discount	Stocking Days	Discount from MSRP list	Duration of Discount	Stocking Days
1	Commscope	RF Cables & Connectors	5%	12/31/22	10	40%	12/31/22	7	35%	12/31/22	14	25%	12/4/22	5
2	Commscope/D	Base Station Antennas	5%	12/31/22	10	30%	12/31/22	7	25%	12/31/22	14	25%	12/4/22	5
3	Commscope	Microvna Waveguide and Accessories	5%	12/31/22	90	55%	12/31/22	21	20%	12/31/22	14	35%	12/4/22	5
4	Commscope	Tower Hardware & Mounts	5%	12/31/22	13	30%	12/31/22	3	10%	12/31/22	14	20%	12/4/22	5
5	Commscope	Grounding Accessories	5%	12/31/22	10	30%	12/31/22	3	10%	12/31/22	14	10%	12/4/22	5
6	RFS	Microvna Antennas	5%	12/31/22	30	33%	12/31/22	28	No Bid	No Response	No Response	12%	12/4/22	5
7	RFS	Base Station LMR Antennas and RF Cable	5%	12/31/22	10	40%	12/31/22	7	No Bid	No Response	No Response	12%	12/4/22	5
8	RF Industries	Connectors & RF Cable Hardware	page missing	page missing	page missing	32%	12/31/22	7	No Bid	No Response	No Response	48%	12/4/22	5
9	idB spectra	Base Station Antennas	page missing	page missing	page missing	30%	12/31/22	28	10%	12/31/22	14	20%	12/4/22	5
10	idB spectra	Filters, Couplers, & Combiners	5%	12/31/22	60	30%	12/31/22	28	20%	12/31/22	14	20%	12/4/22	5
11	Times Wire & Cable	Cox Cable & Accessories	5%	12/31/22	10	30%	12/31/22	3	30%	12/31/22	14	10%	12/4/22	5
12	latrd	Antennas and Accessories	5%	12/31/22	10	45%	12/31/22	7	10%	12/31/22	14	38%	12/4/22	5
13	PCTel	Antennas	5%	12/31/22	10	47%	12/31/22	7	55%	12/31/22	14	30%	12/4/22	5
14	Polyphase	Protectors and Accessories	5%	12/31/22	10	26%	12/31/22	3	23%	12/31/22	14	30%	12/4/22	5
15	Andrew	Grounding Hardware	5%	12/31/22	10	31%	12/31/22	3	15%	12/31/22	0	20%	12/4/22	5
16	Telewave	Antennas	5%	12/31/22	30	23%	12/31/22	30	10%	12/31/22	42	4%	12/4/22	5
17	Telewave	Filters	5%	12/31/22	60	23%	12/31/22	30	17%	12/31/22	42	4%	12/4/22	5
18	Telewave	Test Equipment	5%	12/31/22	120	23%	12/31/22	30	12%	12/31/22	42	4%	12/4/22	5
19	Crescent	RF Amplifiers	5%	12/31/22	30	27%	12/31/22	28	30%	12/31/22	21	30%	12/4/22	5
20	ICT	Power Supplies & Power Distribution Panels	5%	12/31/22	15	25%	12/31/22	14	20%	12/31/22	28	45%	12/4/22	5
21	Sika Pro	Tower and Site Components	5%	12/31/22	10	No Bid	No Response	No Response	No Bid	No Response	No Response	No Bid	No Response	No Response
22	JMA Wireless	RF Connectors	5%	12/31/22	10	12%	12/31/22	3	No Bid	No Response	No Response	12%	12/4/22	5
14.6	Describe any deviations from specifications		No Response			No Response			See attached warranties			See comment in "Supplier Notes"		
14.6	Describe Warranty		Standard Vendor Warranties Apply 30 days from receipt of product			No Response			Warranties attached			All manufacturer warranties apply		
1	Delivery Days After Receipt of Order		30			45			34			30		
2	Percent Discount from List for any other equipment ordered that is not detailed on the Response Form		5%			No Response			10%			2%		
Supplier Notes			Excludes Freight			All normal stock items. Supply chain shortages may delay product stock availability.			Note that one lead time is impossible to provide. 3-5 days on stocked items and 14 days is on the low end of back orders/special order items, high end could be up to 16 weeks.			Tessco will use commercially reasonable means to make the utmost pricing for the life of the contract. However, if Tessco's costs for any product increases due to factors outside of its control, including but not limited to tariffs, OEM or commodity pricing variability, Tessco will pass the increased cost(s) through to the buyer. Tessco is offering the County free ground delivery service on all parcel orders (3-10 day delivery). Customer pays bulk and expedited (1, 2, and overnight) delivery service; delivery date and lead times will be confirmed at time of order via phone, email or online.		

NO BIDS
 Robert J. Rice Co., Inc.
 ABCIX Global LLC
 Ineed True Myles, LLC

**PURCHASE AGREEMENT
FOR
RADIO SYSTEM MATERIALS AND SUPPLIES – TERM & SUPPLY**

THIS AGREEMENT dated the 28th day of December 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Talley Communications Corporation, d/b/a Talley Inc**, 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 for **Radio System Materials and Supplies Term & Supply**, County of Boone Request for Bid number **44-02DEC21**, 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 22, 2021** and executed by **Allison Mills** 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, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, unexecuted Response Form, Standard Terms and Conditions, and all applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **date of award and extend through December 31, 2022** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one-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. Purchase - Term and Supply: The County agrees to purchase from the Vendor and the Vendor agrees to furnish and deliver to the County **Radio System Materials and Supplies at the attached discount from vendor published list price** as needed and ordered by the County. County will obtain quote(s) for needed equipment throughout the contract period, and Vendor submitted quote shall list both the list price and the discounted price.

Item	Brand	Description	Discont from MSRP List	Duration of Discount	Stocking Days
1	Commscope	RF Cables & Connectors	40%	12/31/22	7
2	Commscope/DB	Base Station Antennas	30%	12/31/22	7
3	Commscope	Microwave Waveguide and Accessories	55%	12/31/22	21
4	Commscope	Tower Hardware & Mounts	30%	12/31/22	3

5	Commscope	Grounding Accessories	30%	12/31/22	3
6	RFS	Microwave Antennas	33%	12/31/22	28
7	RFS	Base Station LMR Antennas and RF Cable	40%	12/31/22	7
8	RF Industries	Connectors & RF Cable Hardware	32%	12/31/22	7
9	dbSpectra	Base Station Antennas	30%	12/31/22	28
10	dbSpectra	Filters, Cavities, & Combiners	30%	12/31/22	28
11	Times Wire & Cable	Coax Cable & Accessories	30%	12/31/22	3
12	Laird	Antennas and Accessories	45%	12/31/22	7
13	PCTel	Antennas	47%	12/31/22	7
14	Polyphaser	Protectors and Accessories	26%	12/31/22	3
15	Andrew	Grounding Hardware	35%	12/31/22	3
16	Telewave	Antennas	23%	12/31/22	30
17	Telewave	Filters	23%	12/31/22	30
18	Telewave	Test Equipment	23%	12/31/22	30
19	Crescend	RF Amplifiers	27%	12/31/22	28
20	ICT	Power Supplies & Power Distribution Panels	25%	12/31/22	14
21	Site Pro	Tower and Site Components	No Bid	No Response	No Response
22	JMA Wireless	RF Connectors	12%	12/31/22	3

4. Delivery - Contractor agrees to provide the items and service as specified and as agreed to in the bid specifications and within 45 days after receipt of order as outlined on the attached Response Form. **Delivery Terms:** FOB- Destination with shipping and handling costs included, delivered to Boone County Joint Communications, 2145 E. County Drive, Columbia, MO 65202. Telephone Contact for delivery drivers is: (573) 554-1005.

5. Billing and Payment - All billing shall be invoiced to Boone County Joint Communications, Attn: Patricia Schreiner, 2145 E. County Drive, 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 invoices 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.

TALLEY COMMUNICATIONS CORPORATION
d/b/a TALLY, INC

DocuSigned by:
Allison Mills
by _____
20C3EC730E314EB

LMR Account Manager
title _____

APPROVED AS TO FORM:

DocuSigned by:
CJ Dykhouse

CJ Dykhouse, County Counselor

BOONE COUNTY, MISSOURI

by: Boone County Commission

DocuSigned by:
Daniel K. Atwill

Daniel K. Atwill, Presiding Commissioner

ATTEST:

DocuSigned by:
Brianna L. Lennon

Brianna L. Lennon, 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.)

DocuSigned by:
June E Pitelak
No Encumbrance Required
RC24BD64EE7A483

12/21/2021

2704-23850; 2706-91300 - Term and Supply

Signature

Date

Appropriation Account

**PURCHASE AGREEMENT
FOR
RADIO SYSTEM MATERIALS AND SUPPLIES – TERM & SUPPLY**

THIS AGREEMENT dated the 28th day of December 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Primus Electronics Corporation** 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 for **Radio System Materials and Supplies Term & Supply**, County of Boone Request for Bid number **44-02DEC21**, 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 **December 2, 2021** and executed by **Sue Hendrick** 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, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, unexecuted Response Form, Standard Terms and Conditions, and all applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **date of award and extend through December 31, 2022** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one-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. Purchase - Term and Supply: The County agrees to purchase from the Vendor and the Vendor agrees to furnish and deliver to the County **Radio System Materials and Supplies at the attached discount from vendor published list price** as needed and ordered by the County. County will obtain quote(s) for needed equipment throughout the contract period, and Vendor submitted quote shall list both the list price and the discounted price.

Item	Brand	Description	Discount from MSRP List	Duration of Discount	Stocking Days
1	Commscope	RF Cables & Connectors	35%	12/31/22	14
2	Commscope/DB	Base Station Antennas	25%	12/31/22	14
3	Commscope	Microwave Waveguide and Accessories	20%	12/31/22	14

4	Commscope	Tower Hardware & Mounts	10%	12/31/22	14
5	Commscope	Grounding Accessories	10%	12/31/22	14
9	dbSpectra	Base Station Antennas	10%	12/31/22	14
10	dbSpectra	Filters, Cavities, & Combiners	20%	12/31/22	14
11	Times Wire & Cable	Coax Cable & Accessories	30%	12/31/22	14
12	Laird	Antennas and Accessories	10%	12/31/22	14
13	PCTel	Antennas	55%	12/31/22	14
14	Polyphaser	Protectors and Accessories	23%	12/31/22	14
15	Andrew	Grounding Hardware	15%	12/31/22	0
16	Telewave	Antennas	10%	12/31/22	42
17	Telewave	Filters	12%	12/31/22	42
18	Telewave	Test Equipment	12%	12/31/22	42
19	Crescend	RF Amplifiers	30%	12/31/22	21
20	ICT	Power Supplies & Power Distribution Panels	20%	12/31/22	28
21	Site Pro	Tower and Site Components	No Bid	No Response	No Response
22	JMA Wireless	RF Connectors	No Bid	No Response	No Response
2	Percent Discount from List for any other equipment ordered that is not detailed on the Response Form			10%	

4. Delivery - Contractor agrees to provide the items and service as specified and as agreed to in the bid specifications and within 3-5 days on stocked items, 14 days on the low end of back ordered/special order items, and high end could be up to 16 weeks after receipt of order as outlined on the attached Response Form. **Delivery Terms:** FOB- Destination with shipping and handling costs included,

delivered to Boone County Joint Communications, 2145 E. County Drive, Columbia, MO 65202. Telephone Contact for delivery drivers is: (573) 554-1005.

5. Billing and Payment - All billing shall be invoiced to Boone County Joint Communications, Attn: Patricia Schreiner, 2145 E. County Drive, 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 invoices 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.

PRIMUS ELECTRONICS CORPORATION

by 
DocuSigned by:
5607480A7433443...

 Business Development, Gov't
 title _____

BOONE COUNTY, MISSOURI

by: Boone County Commission


DocuSigned by:
BA4B9946ED8E4EB...


 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:


DocuSigned by:
7D71DEAE89D74DD...

 CJ Dykhouse, County Counselor

ATTEST:


DocuSigned by:
D267E242BF894BC...

 Brianna L. Lennon, 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.)

DocuSigned by: June E Pritchard by JF No Encumbrance Required 8C24BD84EE7A483...	12/21/2021	2704-23850; 2706-91300 - Term and Supply
Signature	Date	Appropriation Account

**PURCHASE AGREEMENT
FOR
RADIO SYSTEM MATERIALS AND SUPPLIES – TERM & SUPPLY**

THIS AGREEMENT dated the 28th day of December 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **TESSCO Incorporated of Delaware**, 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 for **Radio System Materials and Supplies Term & Supply**, County of Boone Request for Bid number **44-02DEC21**, 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 **December 1, 2021** and executed by **Desmond Esteves** 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, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, unexecuted Response Form, Standard Terms and Conditions, and all applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **date of award and extend through December 31, 2022** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one-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. Purchase - Term and Supply: The County agrees to purchase from the Vendor and the Vendor agrees to furnish and deliver to the County **Radio System Materials and Supplies at the attached discount from vendor published list price** as needed and ordered by the County. County will obtain quote(s) for needed equipment throughout the contract period, and Vendor submitted quote shall list both the list price and the discounted price.

Item	Brand	Description	Discont from MSRP List	Duration of Discount	Stocking Days
1	Commscope	RF Cables & Connectors	25%	12/4/22	5
2	Commscope/DB	Base Station Antennas	25%	12/4/22	5
3	Commscope	Microwave Waveguide and Accessories	25%	12/4/22	5
4	Commscope	Tower Hardware & Mounts	20%	12/4/22	5
5	Commscope	Grounding Accessories	20%	12/4/22	5

6	RFS	Microwave Antennas	32%	12/4/22	5
7	RFS	Base Station LMR Antennas and RF Cable	32%	12/4/22	5
8	RF Industries	Connectors & RF Cable Hardware	46%	12/4/22	5
9	dbSpectra	Base Station Antennas	20%	12/4/22	5
10	dbSpectra	Filters, Cavities, & Combiners	20%	12/4/22	5
11	Times Wire & Cable	Coax Cable & Accessories	26%	12/4/22	5
12	Laird	Antennas and Accessories	38%	12/4/22	5
13	PCTel	Antennas	30%	12/4/22	5
14	Polyphaser	Protectors and Accessories	30%	12/4/22	5
15	Andrew	Grounding Hardware	20%	12/4/22	5
16	Telewave	Antennas	43%	12/4/22	5
17	Telewave	Filters	43%	12/4/22	5
18	Telewave	Test Equipment	43%	12/4/22	5
19	Crescend	RF Amplifiers	30%	12/4/22	5
20	ICT	Power Supplies & Power Distribution Panels	45%	12/4/22	5
22	JMA Wireless	RF Connectors	12%	12/4/22	5
2	Percent Discount from List for any other equipment ordered that is not detailed on the Response Form			2%	

4. Delivery - Contractor agrees to provide the items and service as specified and as agreed to in the bid specifications and within 30 days after receipt of order as outlined on the attached Response Form. **Delivery Terms:** FOB- Destination with shipping and handling costs included, delivered to Boone County Joint Communications, 2145 E. County Drive, Columbia, MO 65202. Telephone Contact for delivery drivers is: (573) 554-1005.

5. Billing and Payment - All billing shall be invoiced to Boone County Joint Communications, Attn: Patricia Schreiner, 2145 E. County Drive, 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 invoices 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.

TESSCO INCORPORATED OF DELAWARE

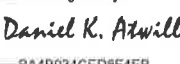
BOONE COUNTY, MISSOURI

by: Boone County Commission

DocuSigned by:

 by _____
6CB07FE7AF0B483

 Director of Contracts
 title _____

DocuSigned by:


8A4B934CED5E4EB
 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:

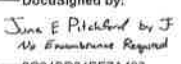

7D71DEAE8B9D7ADD
 CJ Dykhous, County Counselor

DocuSigned by:


D267E2428FB948C
 Brianna L. Lennon, 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.)

DocuSigned by:  Sara E. Pritchard by J No Encumbrance Required <small>8C24BD84EE7A483</small>	12/21/2021	2704-23850; 2706-91300 - Term and Supply
Signature	Date	Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the 28th day of December 20 21

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

Now on this day, the County Commission of the County of Boone does approve request for proposal 29-23AUG21 – Programs Related to Address Identified Youth Needs, which closed on August 21, 2021. Five proposal responses were received.

Recommendation for award is as follows:

Vendor: Fostering Life-Changing Opportunities
Program: Flourish Prep Internship Program

Contract period is January 1, 2022 through December 31, 2022 with two, optional one-year renewals.

The contract not to exceed total is \$47,558.85. Invoices will be paid from Department 2162 – CSF Program Funding, account 71106 – Contracted Services. \$12,500,000.00 is budgeted for the Children’s Services Fund for 2022.

Done this 28th day of December 2021.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
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: Melinda Bobbitt, CPPO, CPPB
DATE: December 29, 2021
RE: RFP Award Recommendation: *29-23AUG21 – Programs Related to Address Identified Youth Needs*

Request for Proposal *29-23AUG21 – Programs Related to Address Identified Youth Needs* closed on August 21, 2021. Five proposal responses were received.

Recommendation for award is as follows:

Vendor: Fostering Life-Changing Opportunities
Program: Flourish Prep Internship Program

Contract period is January 1, 2022 through December 31, 2022 with two, optional one-year renewals.

The contract not to exceed total is \$47,558.85. Invoices will be paid from department 2162 – CSF Program Funding, account 71106 – Contracted Services. \$12,500,000.00 is budgeted for the Children's Services Fund for 2022.

The evaluation committee consisted of Joel Ray, Lynn Barnett, Leigh Spence, Greg Grupe, and Wiley Miller. Attached are the evaluation committee's review sheets.

cc: Proposal File
Joanne Nelson, Kristin Cummins, Children's Services

ATT RFP Opening
Evaluation Committee Score Sheets

RFP Opening:

Organization Name – RFP #29-23AUG21 Programs Related to Address Identified Youth Needs
Child Abuse & Neglect Emergency Shelter, Inc.
Cora Community Outreach
Fostering Life-Changing Opportunities
Grade A Plus Incorporated
Jefferson City Area YMCA



AGREEMENT FOR PURCHASE OF SERVICES
Purchase of Service Contract
Flourish Prep Internship Program

THIS AGREEMENT dated the 28th day of December, 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, on behalf of the Boone County Children's Services Board, herein "**BCCSB**" and **Fostering Life-Changing Opportunities** a tax-exempt, not organized for profit organization or governmental entity, hereinafter referred to as **Flourish**.

WHEREAS, the BCCSB, under the provisions of 67.1775 and 210.861 of the Revised Statutes of Missouri, has the right to expend monies from the Children's Services Fund (CSF) for the purposes of funding services to children and youth 19 years of age and younger, and their families residing in Boone County; and

WHEREAS, Flourish has submitted a complete Request for Funding Proposal Application to the BCCSB detailing the services and other supports to be provided; and

WHEREAS, the BCCSB has approved the Request for Funding Proposal in whole or in part as hereinafter set forth.

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

FUNDING ALLOCATION FOR SERVICES RENDERED BY FLOURISH

Flourish is expected to the greatest extent possible to maximize funding from all other sources. Flourish shall periodically, upon request, furnish to the BCCSB information as to its efforts to obtain such other sources of funding. Flourish shall only request reimbursement for services not reimbursable by any other source. Flourish shall not invoice the Children's Services Fund for units of service invoiced to another funding source. Flourish shall provide documentation and assurance to the BCCSB that requests for reimbursement from the CSF is not a duplication of reimbursement from any other source of funding.

1. **BCCSB Funding Policy.** The BCCSB Funding Policy is to be taken as part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** Flourish will perform the services and carry out the activities as set forth in this agreement. This agreement shall consist of the Request for Proposal **#29-23AUG21** (Programs Related to Address Identified Youth Needs), any addenda, the Flourish's response to the County of Boone's Request for Proposal, Requests for Clarification, responses to Requests for Clarification, Requests for Additional Information, Best and Final Offer Responses, and the Agreement Form in Apricot. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions, and requirements contained in this Agreement shall prevail and control over Flourish's Proposal, any addenda, the Flourish's response to the Request for Proposal, Request for Clarification, responses to the Request for Clarification, Requests for Additional Information, Best and Final Offer Responses, and the Agreement Form in Apricot.

3. **Purchase.** The BCCSB agrees to purchase from Flourish and Flourish agrees to furnish the **Flourish Prep Internship Program** for children and youth nineteen years of age or less and their families, as described and in compliance with the original Request for Proposal and as presented in Flourish's response. Services/deliverables shall be provided as outlined in the attached proposal response(s). The total allowable compensation under this agreement shall not exceed **\$47,558.85** unless compensation for specific identified additional services is authorized and approved by BCCSB in writing in advance of rendition of such services for which additional compensation is requested.

4. **Contract Duration.** This agreement shall commence on the date of January 1, 2022 and extend through December 31, 2022 subject to the provisions for termination specified below. Flourish agrees and understands that the BCCSB may require supplemental information to be submitted at the request of BCCSB.

This contract may at the sole discretion of the BCCSB and with the agreement of Flourish be renewed for **an additional two one-year periods**. Flourish agrees and understands that the County may require supplemental information to be submitted by Flourish prior to any renewal of this agreement.

5. **Billing and Payment.** For the Purchase of Service Contract, the unit rate for services is the mutually agreed upon unit rate as provided in the table below.

Service Description	Unit Measurement	Unit Rate	Proposed # of Units	Total Amount Requested
Development/Start Up Funding	-----	-----	-----	\$4,600.00
Job Coaching	15 minutes	\$3.75	1,072	\$4,020.00
Job Readiness Training	15 minutes	\$3.75	944	\$3,540.00
Career Exploration	15 minutes	\$3.75	224	\$840.00
Case Management	15 minutes	\$4.63	5,175	\$23,960.25
Community Collaboration	15 minutes	\$19.70	538	\$10,598.60

All billing shall be invoiced to BCCSB monthly by the 10th of the month following the month for which services were provided. The BCCSB agrees to pay all monthly statements within thirty days of receipt of a correct and valid invoice/monthly statement. In the event of a billing dispute, the BCCSB reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of Flourish, the BCCSB 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. **Availability of Funds.** Payments under this contract are dependent upon the availability of funds or as otherwise determined by the BCCSB. This contract can be terminated if funding becomes unavailable in whole or in part for cause shown, and the BCCSB shall have no obligation to continue payment.

REPORTING, MONITORING, AND MODIFICATION

7. **Reporting.** The BCCSB shall the utilize the Request for Proposal #29-23AUG21 (Programs Related to Address Identified Youth Needs), any addenda, the Flourish's response to the Request for Proposal, Request for Clarification, responses to the Request for Clarification, Requests for Additional Information, Best and Final Offer Responses, and the Agreement Form in Apricot, as submitted by Flourish to monitor service delivery and program expenditures. Flourish agrees to submit to the BCCSB an Interim Report by July 31, 2022 for the period of January 1, 2022 through June 30, 2022 and a Year End Final Report by January 31, 2023, for the period of January 1, 2022 through December 31, 2022. Variations on this date may be requested by Flourish and, if so stipulated, are noted on this contract document. Payments may be withheld from Flourish if reports designated here are not submitted on time, until such time as the reports are filed and approved. Reporting requirements will include but are not limited to information regarding agencies' outcomes and indicators, client demographic information, and other information and data deemed appropriate by the BCCSB. Flourish agrees to submit its reports through the Apricot by Social Solutions funding management system or another format if requested.

8. **Audits.** Flourish also agrees to make available to the BCCSB a copy of its annual audit within four months after the close of Flourish's fiscal year. The audit must be performed by an independent individual or firm licensed by the Missouri State Board of Accountancy. The audit is to include a complete accounting for funds covered by this agreement in accordance with generally accepted accounting principles. In addition, the BCCSB requires that the management report of any audit as it relates to BCCSB program activities be made available to BCCSB as part of the required audit. Payment may be withheld from Flourish, if reports designated here are not made available upon request. Audits shall be uploaded to the Organization Profile in the Apricot System and continually kept up to date.

9. **Monitoring.** Flourish agrees to permit the BCCSB, the Director of the Community Services Department and any staff of the Community Services Department, or designee of the

BCCSB to monitor, survey and inspect Flourish's services, activities, programs, and client records, to determine compliance and performance with this contract, except as prohibited by laws protecting client confidentiality. In addition, Flourish hereby agrees that, upon notice of forty-eight (48) hours, it will make available to the BCCSB or its designee(s) all records, facilities, and personnel, for auditing, inspection, and interviewing, to determine the status of service, activities and programs covered hereunder, expenditure of CSF funds and all other matters set forth in the contract.

10. **Modification or Amendment.** In the event Flourish requests to make any change, modification, or an amendment to funded services, one-time items, activities, and/or programs covered by this contract, a request of the proposed modification or amendment must be submitted in writing to the Director of Community Services to share with the BCCSB for approval. A board resolution from Flourish may be required with the request. For consideration of a request to modify or amend the contract, requests to the BCCSB must be submitted in writing at least two weeks prior to a regularly scheduled BCCSB meeting.

OTHER TERMS OF THIS CONTRACT

11. **Violation of Client Rights.** Any alleged case of a violation of a client's rights in a program funded through the Children's Services Fund shall be investigated in accordance with Flourish's policies and procedures and in accordance with any local/state/federal regulations. Flourish agrees to notify the BCCSB through the Director of Community Services of any such incidents that have been reported to the appropriate governmental body and must also authorize the governmental body to notify the BCCSB of any substantiated allegations. Flourish must comply with Missouri law regarding confidentiality of client records.

12. **Discrimination.** Flourish will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply will applicable provisions of federal and state laws, county or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

13. **CSF to be used for Services Provided.** Flourish agrees that the CSF funds shall be used exclusively for the services provided to children and youth 19 years of age or less and their families and for administrative costs directly related to Flourish's provision of such services.

14. **Accreditation/Licensure/Certifications.** All organizations must comply with all state/federal certification and licensing requirements and all applicable federal, state, and local laws and must remain in "good standing" with the applicable oversight entity.

15. **Conflict of Interest.** Flourish agrees that no member of its Board of Directors or its employees now has, or will in the future, have any conflict of interest between himself/herself and Flourish, and this shall include any transaction in which Flourish is a party, including the

subject matter of this contract. Missouri law, as this term is used herein, shall define "Conflict of Interest".

16. **Subcontracts.** Flourish may enter into subcontracts for components of the contracted service as Flourish deems necessary within the terms of the contract. All such subcontracts require the written approval of the BCCSB or their designated representative. In performing all services under the resulting contract agreement, Flourish shall comply with all local, state, and federal laws. Any subcontractor shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

17. **Employment of Unauthorized Aliens Prohibited.** Flourish agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Flourish shall require each subcontractor to affirmatively state in its Agreement with the Flourish that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each subcontractor to provide Flourish a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

18. **Litigation.** Flourish agrees that there is no litigation, claim, consent order, settlement agreement, investigation, challenge, or other proceeding pending or threatened against Flourish or any individual acting on the Flourish's behalf, including subcontractors, which seek to enjoin or prohibit Flourish from entering into this contract agreement of performing its obligations under this agreement.

19. **Board Ownership.** If Flourish ceases to be funded by the BCCSB or ceases to provide programs and services for Boone County children, youth, and their families, pursuant to this contract, all capital equipment, materials, and buildings purchased with CSF funds shall be returned to Boone County unless so otherwise approved by a majority vote of the BCCSB. In addition, if Flourish no longer uses capital equipment, materials, or buildings purchased with CSF funds for its original intent, Flourish will need BCCSB approval to re-direct the use of such.

20. **Failure to Perform/Default.** In the event Flourish, at anytime, fails or refuses to perform according to the terms of this contract, as determined by the BCCSB, such failure or refusal shall constitute a default hereunder, and the BCCSB will be relieved of any further obligation to make payments to Flourish as set out herein. This contract will be terminated at the option of the BCCSB.

21. **Termination.** This Contract may be terminated, with or without cause, by either party upon thirty (30) days written notice to the other party. In addition, this agreement may

be terminated by the BCCSB upon 15 days' advance written notice for any of the following reasons or under any of the following circumstances:

a. BCCSB may terminate this agreement due to material breach of any term or condition of this agreement, or

b. BCCSB may terminate this agreement if key personnel providing services are changed such that in the opinion of the BCCSB delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specification, or if services are deficient in quality in the sole judgment of BCCSB, or

c. BCCSB may terminate this agreement should Flourish fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, or

d. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

Upon receipt of notice of termination, Flourish shall make every effort to reduce or cancel outstanding commitments and shall incur no additional expenses. BCCSB shall reimburse the Flourish for outstanding expenses incurred up to the date of termination, including uncancellable obligations and reasonable termination costs, but in no event, will such costs exceed the total funds presently allocated to this Contract.

22. Boone County Insurance Requirements: The Flourish shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form, and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

Compensation Insurance: Flourish shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all their employees employed at the site of work, and in case any work is sublet, Flourish shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Flourish.

Worker's Compensation: Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit.

Comprehensive General Liability Insurance: Flourish shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per limit for any one occurrence

covering both bodily injury and property damage, including accidental death. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. Proof of Coverage of Insurance - Flourish shall furnish the County with Certificate(s) of Insurance which name the County of Boone – Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory written cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

Flourish shall provide the County with proof of General Liability and Property Damage Insurance with the County as additional insured, which shall protect the County against any and all claims which might arise as a result of the operations of Flourish in fulfilling the terms of this contract during the life of the Contract. The minimum limit of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply. Coverage wording shall include hold harmless agreement as written below, subrogation waiver and protection against third party suits to further protect Boone County from liability belonging to Flourish.

Professional Liability Insurance: Flourish is required to carry Professional Liability Insurance with a limit of no less than \$1,000,000.00 and naming Boone County as additional insured.

Commercial Automobile Liability: Flourish shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of Flourish's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

Proof of Carriage of Insurance - Flourish shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required

insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

23. **Indemnification.** To the extent permitted under Missouri law, Flourish agrees to hold harmless, defend and indemnify the BCCSB, the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of **Flourish** (meaning anyone, including but not limited to consultants having a contract with Flourish or subcontractor for part of the services), or anyone directly or indirectly employed by Flourish, or of anyone for whose acts Flourish may be liable in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its negligence.

24. **Publicity by the Organization.** Flourish shall notify the BCCSB of contact with the media regarding CSF funded programs or profiles of participants in CSF funded programs. Flourish will acknowledge the BCCSB as a funding source whenever publicizing CSF funded programs. Flourish will collaborate with the BCCSB to inform the community about the ways its tax dollars are being invested in services and supports. Flourish agrees to acknowledge the Children's Services Fund as a funding source on written and electronic publications including brochures, annual reports, and newsletters.

25. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the BCCSB and Flourish. The BCCSB does not recognize any of the Flourish's employees, agents, or volunteers as those of the BCCSB.

26. **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.

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

28. **Record Retention Clause.** Flourish shall keep and maintain all records relating to this contract agreement sufficient to verify the delivery of services in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal.

29. **Notice.** Any written notice or communication to the BCCSB shall be mailed or delivered to:

Boone County Community Services
605 E. Walnut, Ste. A
Columbia, MO 65201

Any written notice or communication to Flourish shall be mailed or delivered to:

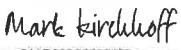
Fostering Life-Changing Opportunities
Mark Kirchoff
403 Dysart Street
Columbia, Missouri 65201


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

Fostering Life-Changing Opportunities

Boone County, Missouri

By: Boone County Commission

By: 
Signature


Daniel K. Atwill, Presiding Commissioner

Mark Kirchoff

By: _____
Printed Name/ Title

By: Boone County Children's Services Board


Les Wagner, Board Chair

APPROVED AS TO FORM:

ATTEST:


CJ Dykhouse, County Counselor


Brianna L. Lennon, 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.)

 _____ 12/17/2021 _____ (2162/71106/\$47,558.85)
Signature Date Appropriation Account

An Affirmative Action/Equal Opportunity Employer

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

28th

day of December

20 21

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

Now on this day, the County Commission of the County of Boone does hereby approve Contract Amendment #1 to 35-13SEP18 – Family Crisis Stabilization.

This Amendment adds a renewal total amount of \$69,615.04 which will allow Central Missouri Foster Care & Adoption Association to provide services for another year ending December 31, 2022.

Invoices will be paid from Department 2162 – CSF Program Funding, Account 71106 - Contracted Services. \$12,500,000.00 is budgeted for 2022.

Done this 28th day of December 2021.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: December 29, 2021
RE: Amendment #1 to: *35-13SEP18 – Family Crisis Stabilization* with Central Missouri Foster Care & Adoption Association

Attached for signature is contract amendment #1 to *35-13SEP18 – Family Crisis Stabilization*.

This amendment adds a renewal total amount of \$69,615.04 which will allow Central Missouri Foster Care & Adoption Association to provide services for another year ending December 31, 2022.

STARS (Specialized Training Assessment Resources and Support) is a 27-hour curriculum required for all foster families and adoptive families. This training is for families to understand competencies required for foster care and adoption.

Invoices will be paid from department 2162 – CSF Program Funding, account 71106 - Contracted Services. \$12,500,000.00 is budgeted for 2022.

cc: Contract File

AGREEMENT FOR PURCHASE OF SERVICES**Contract Amendment Number One****Family Crisis Stabilization**

THIS AGREEMENT dated the 28th day of December, 2021, Purchase Agreement **35-13SEP18** for the Children's Services Fund dated December 27, 2018 made by and between Boone County, Missouri and Central Missouri Foster Care & Adoption Association, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1) Extend the contract for one (1) additional year beginning January 1, 2022 and ending on December 31, 2022.
- 2) ADD a renewal of funding for the following:

SERVICE DESCRIPTION	UNIT MEASUREMENT	UNIT RATE	# OF UNITS	TOTAL AMOUNT REQUESTED
Case Management	1 hour	\$50.20	645	\$32,379.00
Best Practices Training (STARS)	1 individual	\$472.51	42	\$19,845.42
Best Practices Training (Spaulding)	1 individual	\$210.01	15	\$3,150.15
Evidence Based Practice Training (CPR/First Aid)	1 individual	\$65.00	36	\$2,340.00
Best Practices Training (YEN)	1 individual	\$420.01	19	\$7,980.19
Best Practices Training (STARS for Caregivers)	1 individual	\$93.34	42	\$3,920.28
Total Renewal Amount	\$69,615.04			

- 3) Central MO Foster Care & Adoption Association agrees to update and adhere to the information entered into the Agreement Form. Requests of any additional changes during the contract year will be made to the Boone County Community Services Department prior to implementation of the requested changes.
- 4) 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.

Central Missouri Foster Care & Adoption Association

By: DeAnna Alonso
Signature

By: DeAnna Alonso
Printed Name/ Title

Boone County, Missouri

By: Boone County Commission

By: Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

By: Boone County Children's Services Board

DocuSigned by:

C1346EF42CC84DC...
Les Wagner, Board Chair

APPROVED AS TO FORM:

DocuSigned by:

7B71DEAEB9D74DD...
CJ Dykhouse, County Counselor

ATTEST:

DocuSigned by:

D267E242BFB9948C...
Brianna L. Lennon, 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.)

DocuSigned by:

12/17/2021
2162 / 71106 / \$69,615.04
Signature Date Appropriation Account

An Affirmative Action/Equal Opportunity Employer

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

28th

day of December

20 21

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

Now on this day, the County Commission of the County of Boone does hereby approve the following contracts recommended by the Boone County Children's Services Board:

Central Missouri Foster Care and Adoption Association

Boone Respite Program (Odyssey)

\$20,523.20

This amendment extends the contract for the period January 1, 2022 through December 31, 2022.

First Chance for Children

Baby Bags

\$32,500.00

This amendment extends the contract for the period January 1, 2022 through December 31, 2022.

Jefferson City Area Young Men's Christian Association

Healthy Hometown Kids

\$133,005.00

This amendment extends the contract for the period January 1, 2022 through December 31, 2022.

The Curators of the University of Missouri (on behalf of Debora Bell, Ph.D. and the Psychological Services Clinic)

MU Psychological Services Clinic, Center for Evidence-Based Youth Mental Health

\$336,760.00

This amendment renews the contract for the period January 1, 2022 through December 31, 2022.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

Term. 20

County of Boone

In the County Commission of said county, on the

day of

20

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

Phoenix Programs

Outpatient Substance Use Treatment

\$59,994.92

This amendment renews the contract for the period January 1, 2022 through December 31, 2022.

SEED Success

BooneSaves

\$37,543.04

This amendment renews the contract for the period January 1, 2022 through December 31, 2022.

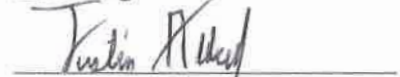
Done this 28th day of December 2021.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

AGREEMENT FOR PURCHASE OF SERVICES
Contract Amendment Number One
Boone Respite Program (Odyssey)

THIS AGREEMENT dated the 28th day of December, 2021, Purchase Agreement **34-18JUL19** for the Children’s Services Fund dated December 31,2019 made by and between Boone County, Missouri and Central Missouri Foster Care and Adoption Association, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1) Extend the contract for one (1) additional year beginning January 1, 2022 and ending on December 31, 2022.
- 2) ADD a renewal of funding for the following:

SERVICE DESCRIPTION	UNIT MEASUREMENT	UNIT RATE	# OF UNITS	TOTAL AMOUNT REQUESTED
Out of Home Respite Care – Child	1 hour	\$20.32	1,010	\$20,523.20
Total Renewal Amount	\$20,523.20			

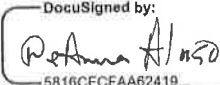
- 3) Central Missouri Foster Care and Adoption Association agrees to update and adhere to the information entered into the Agreement Form. Requests of any additional changes during the contract year will be made to the Boone County Community Services Department prior to implementation of the requested changes.
- 4) Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

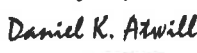
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

Central MO Foster Care and Adoption Association

Boone County, Missouri

By: Boone County Commission

DocuSigned by:

 By: _____
 5816CFCFAA82419
 Signature

DocuSigned by:

 By: _____
 BA4B934CE06E4EB
 Daniel K. Atwill, Presiding Commissioner

By: DeAnna Alonso

 Printed Name/ Title

By: Boone County Children’s Services Board

DocuSigned by:

 By: _____
 C1245EF42CC84CC
 Les Wagner, Board Chair

APPROVED AS TO FORM:

DocuSigned by:
CJ Dykhouse
7D710FAEB9D74DD

CJ Dykhouse, County Counselor

ATTEST:

DocuSigned by:
Brianna L Lennon
D267E242BEB948C

Brianna L. Lennon, 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.)

DocuSigned by:
Diane Brock
1147B4E3F48847B

12/22/2021

2162 / 71106 / \$20,523.20

Signature

Date

Appropriation Account

An Affirmative Action/Equal Opportunity Employer

AGREEMENT FOR PURCHASE OF SERVICES

Contract Amendment Number One

Baby Bags

THIS AGREEMENT dated the 28th day of December, 2021, Purchase Agreement **34-18JUL19** for the Children’s Services Fund dated December 31, 2019 made by and between Boone County, Missouri and First Chance for Children, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1) Extend the contract for one (1) additional year beginning **January 1, 2022 and ending on December 31, 2022.**
- 2) ADD a renewal of funding for the following:

SERVICE DESCRIPTION	UNIT MEASUREMENT	UNIT RATE	# OF UNITS	TOTAL AMOUNT REQUESTED
Crisis Intervention	15 minutes	\$26.00	300	\$7,800.00
Expectant/New Parent Assistance	1 family	\$40.00	60	\$2,400.00
Provision of Basic Needs	\$1.00	\$1.00	22,300	\$22,300.00
Total Renewal Amount	\$32,500.00			

- 3) First Chance for Children agrees to update and adhere to the information entered into the Agreement Form. Requests of any additional changes during the contract year will be made to the Boone County Community Services Department prior to implementation of the requested changes.
- 4) 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.

First Chance for Children

Boone County, Missouri

By: Boone County Commission

By: DocuSigned by: Kasey Hammock
675481EB1946402
Signature

By: DocuSigned by: Daniel K. Atwill
BA4B934CED8F4FB
Daniel K. Atwill, Presiding Commissioner

By: Kasey Hammock
Printed Name/ Title

Boone County Children’s Services Board

By: DocuSigned by: Les Wagner
C1245FF42CC84CC
Les Wagner, Board Chair

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:

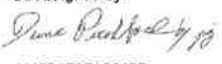
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CJ Dykhous, County Counselor

DocuSigned by:

D287E2428E9048C...
Brianna L. Lennon, 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.)

DocuSigned by:  4147B4E3F1C847D...	12/22/2021	2162 / 71106 / \$32,500.00
Signature	Date	Appropriation Account

AGREEMENT FOR PURCHASE OF SERVICES

Contract Amendment Number One

Healthy Hometown Kids

THIS AGREEMENT dated the 28th day of December, 2021, Purchase Agreement **34-18JUL19** for the Children’s Services Fund dated December 31, 2019 made by and between Boone County, Missouri and Jefferson City Area Young Men’s Christian Association (YMCA), for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

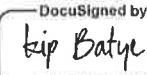
- 1) Extend the contract for one (1) additional year beginning January 1, 2022 and ending on December 31, 2022.
- 2) ADD a renewal of funding for the following:

SERVICE DESCRIPTION	UNIT MEASUREMENT	UNIT RATE	# OF UNITS	TOTAL AMOUNT REQUESTED
Health Education	1 hr/individual	\$36.47	3,336	\$121,663.92
Physical Activity	1 week	\$13.34	500	\$6,670.00
Out of School Programming	1 hr/individual	\$9.33	500	\$4,665.00
Total Renewal Amount	\$132,998.92			

- 3) Jefferson City Area YMCA agrees to update and adhere to the information entered into the Agreement Form. Requests of any additional changes during the contract year will be made to the Boone County Community Services Department prior to implementation of the requested changes.
- 4) Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

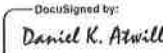
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

Jefferson City Area YMCA

DocuSigned by:

 By: _____
 Signature

By: Kip Batye
 Printed Name/ Title

Boone County, Missouri

By: Boone County Commission
 DocuSigned by:

 Daniel K. Atwill, Presiding Commissioner

By: Boone County Children’s Services Board

DocuSigned by:


 Les Wagner, Board Chair

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:

CJ Dykhouse
7D71DEAEB9D74DD

CJ Dykhouse, County Counselor

DocuSigned by:

Brianna L Lennon
D267E242BFB948C

Brianna L. Lennon, 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.)

DocuSigned by:

Renee R. [Signature]
4147B4E3F1C647D

Signature

12/22/2021

Date

2162 / 71106 / \$132,998.92

Appropriation Account

An Affirmative Action/Equal Opportunity Employer

AGREEMENT FOR PURCHASE OF SERVICES
Contract Amendment Number One
MU Psychological Services Clinic, Center for Evidence-Based Youth Mental Health

THIS AGREEMENT dated the 28th day of December, 2021, Purchase Agreement **34-18JUL19** for the Children’s Services Fund dated December 31, 2019 made by and between Boone County, Missouri and The Curators of the University of Missouri (on behalf of Debora Bell, Ph.D. and the Psychological Services Clinic), for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1) Extend the contract for one (1) additional year beginning January 1, 2022 and ending on December 31, 2022.
- 2) ADD a renewal of funding for the following:

SERVICE DESCRIPTION	UNIT MEASUREMENT	UNIT RATE	# OF UNITS	TOTAL AMOUNT REQUESTED
Behavioral Health Assessment	1 assessment	\$760.00	166	\$126,160.00
Individual Therapy – Child	1 hour	\$105.00	1120	\$117,600.00
Group Therapy – Child	15 min/individual	\$5.00	960	\$4,800.00
Evidence-Based Practice Training	1 individual	\$252.00	350	\$88,200.00
Total Renewal Amount	\$336,760.00			

- 3) The Curators of the University of Missouri agrees to update and adhere to the information entered into the Agreement Form. Requests of any additional changes during the contract year will be made to the Boone County Community Services Department prior to implementation of the requested changes.
- 4) 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.

**The Curators of the University of Missouri
(On behalf of Deborah Bell, Ph.D. and
The Psychological Services Center)**

By: DocuSigned by:
Hannah Clappitt
B9B5A8EC7FCF49E...
Signature

Boone County, Missouri

By: Boone County Commission

DocuSigned by:
Daniel K. Atwill
B4477046C8E84EE...
Daniel K. Atwill, Presiding Commissioner

By: Authorized Signer, Grants & Contracts
Printed Name/ Title

By: Boone County Children's Services Board

DocuSigned by:

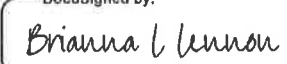
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Les Wagner, Board Chair

APPROVED AS TO FORM:

DocuSigned by:


7071DEAEB9D74DD...
CJ Dykhous, County Counselor

ATTEST:

DocuSigned by:

D267E242BFB948C...
Brianna L. Lennon, 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.)

DocuSigned by:

411704E31C847E...
Signature 12/22/2021 Date 2162 / 71106 / \$336,760.00 Appropriation Account

An Affirmative Action/Equal Opportunity Employer

AGREEMENT FOR PURCHASE OF SERVICES
Contract Amendment Number One
Outpatient Substance Use Treatment

THIS AGREEMENT dated the 28th day of December, 2021, Purchase Agreement **34-18JUL19** for the Children's Services Fund dated December 31, 2019 made by and between Boone County, Missouri and Phoenix Programs, Inc., for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1) Extend the contract for one (1) additional year beginning January 1, 2022 and ending on December 31, 2022.
- 2) ADD a renewal of funding for the following:

SERVICE DESCRIPTION	UNIT MEASUREMENT	UNIT RATE	# OF UNITS	TOTAL AMOUNT REQUESTED
Family Therapy	1 hr/family	\$73.24	614.50	\$45,005.98
Case Management	15 minutes	\$24.94	601	\$14,988.94
Total Renewal Amount	\$59,994.92			

- 3) Phoenix Programs, Inc. agrees to update and adhere to the information entered into the Agreement Form. Requests of any additional changes during the contract year will be made to the Boone County Community Services Department prior to implementation of the requested changes.
- 4) 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.

Phoenix Programs, Inc.

By: DocuSigned by:
Rhiannon Ross
EFBCB0E0B09E4EA
Signature

By: Rhiannon Ross - CFO
Printed Name/ Title

Boone County, Missouri

By: Boone County Commission

By: DocuSigned by:
Daniel K. Atwill
B4MB934CED9E4EB
Daniel K. Atwill, Presiding Commissioner

By: Boone County Children's Services Board


By: DocuSigned by:
Les Wagner
C1245EE42CC84CC
Les Wagner, Board Chair

APPROVED AS TO FORM:

ATTEST:

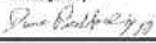
DocuSigned by:

7D71DFAE89D74DD
CJ Dykhouse, County Counselor

DocuSigned by:

D287E242BEB948C
Brianna L. Lennon, 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.)

DocuSigned by:  4147B4E3F1C847D	12/22/2021	2162 / 71106 / \$59,994.92
Signature	Date	Appropriation Account

An Affirmative Action/Equal Opportunity Employer

AGREEMENT FOR PURCHASE OF SERVICES
Contract Amendment Number One
BooneSaves

THIS AGREEMENT dated the 28th day of December, 2021, Purchase Agreement **34-18JUL19** for the Children’s Services Fund dated December 31, 2019 made by and between Boone County, Missouri and SEED Success, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

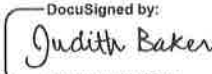
- 1) Extend the contract for one (1) additional year beginning January 1, 2022 and ending on December 31, 2022.
- 2) ADD a renewal of funding for the following:

SERVICE DESCRIPTION	UNIT MEASUREMENT	UNIT RATE	# OF UNITS	TOTAL AMOUNT REQUESTED
Community Collaboration	1 hour	\$38.97	234	\$9,118.98
Best Practices Training	1 individual	\$57.25	62	\$3,549.50
Public Awareness/Education	1 hour	\$29.40	300	\$8,820.00
Individual Development Account (Maintenance)	1 hour	\$23.80	356	\$8,472.80
Total Renewal Amount	\$29,961.28			

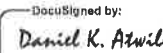
- 3) SEED Success agrees to update and adhere to the information entered into the Agreement Form. Requests of any additional changes during the contract year will be made to the Boone County Community Services Department prior to implementation of the requested changes.
- 4) Except as specifically amended 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.

SEED Success

DocuSigned by:

 By: _____
 DCF8C785EA5D481
 Signature

Boone County, Missouri

By: Boone County Commission
 DocuSigned by:


 DAN99DGED8E4E0
 Daniel K. Atwill, Presiding Commissioner

By: Judith Baker
 Printed Name/ Title

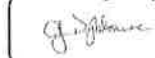
By: Boone County Children’s Services Board

DocuSigned by:


 C1245EE42CC84CC
 Les Wagner, Board Chair

APPROVED AS TO FORM:

DocuSigned by:



7D71DEAFB9D74DD...

CJ Dykhouse, County Counselor

ATTEST:

DocuSigned by:



D267E242BFB948C...

Brianna L. Lennon, 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.)

DocuSigned by:



12/22/2021

2162 / 71106 / \$29,961.28

Signature

Date

Appropriation Account

An Affirmative Action/Equal Opportunity Employer

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the 28th day of December 20 21

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

Now on this day, the County Commission of the County of Boone does hereby approve the following contracts recommended by the Boone County Children's Services Board:

Columbia Center for Urban Agriculture
Encouraging Healthy Habits at Columbia's New Agriculture Park
\$30,108.16 (2021: \$53,601.77)
This amendment extends the contract for the period January 1, 2022 through December 31, 2022.

Compass Health, Inc.
Behavioral Health Care Programming
\$129,148.70 (2021: \$129,288.00)
This amendment extends the contract for the period January 1, 2022 through December 31, 2022.

Family Health Center of Boone County
Emergency Dental Referral Program
\$83,160.00 (no change from 2021)
This amendment extends the contract for the period January 1, 2022 through December 31, 2022.

Independent Living Center of Mid-Missouri
Senior Connect
\$41,889.81 (2021: \$41,892.02)
This amendment extends the contract for the period January 1, 2022 through December 31, 2022.

Jefferson City Area Young Men's Christian Association
Healthy Hometown – Southern Boone County
\$49,937.37 (2021: \$16,130.72)
This amendment extends the contract for the period January 1, 2022 through December 31, 2022.

Phoenix Programs, Inc.
Outpatient Substance Use Treatment
\$65,090.00 (no change from 2021)
This amendment extends the contract for the period January 1, 2022 through December 31, 2022.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the

day of

20

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

Voluntary Action Center

VAC Housing Program

\$84,520.18 (no change from 2021)

This amendment extends the contract for the period January 1, 2022 through December 31, 2022.

Voluntary Action Program

VAC Basic Needs Program

\$35,275.00 (no change from 2021)

This amendment extends the contract for the period January 1, 2022 through December 31, 2022.

The Food Bank for Central & Northeast Missouri, Inc.

Central Pantry

\$49,999.98 (no change from 2021)

This amendment extends the contract for the period January 1, 2022 through December 31, 2022.

The Salvation Army, an Illinois Corporation

Harbor House Emergency Shelter

\$54,993.79 (no change in 2021)

This amendment extends the contract for the period January 1, 2022 through December 31, 2022.

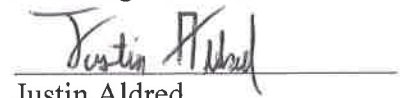
Done this 28th day of December 2021.

ATTEST:

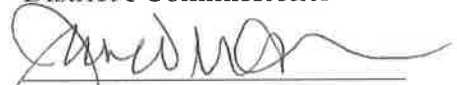

Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

AGREEMENT FOR PURCHASE OF SERVICES
Contract Amendment Number Two
Encouraging Healthy Habits at Columbia’s New Agriculture Park

THIS AGREEMENT dated the 28th day of December, 2021, Purchase Agreement **36-13SEP18** for the Community Health/Medical Fund dated December 27, 2018 made by and between Boone County, Missouri and Columbia Center for Urban Agriculture, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1) Extend the contract for one (1) additional year beginning January 1, 2022 and ending on December 31, 2022.
- 2) ADD a renewal of funding for the following:

SERVICE DESCRIPTION	UNIT MEASUREMENT	UNIT RATE	# OF UNITS	TOTAL AMOUNT REQUESTED
Health Education (Children’s Activities)	1 individual	\$7.00	1,400	\$9,800.00
Information and Referral	1 hour	\$14.08	377	\$5,308.16
Public Awareness/Education	1 hour	\$50.00	300	\$15,000.00
Total Renewal Amount	\$30,108.16			

- 3) Columbia Center for Urban Agriculture agrees to update and adhere to the information entered into the Agreement Form. Requests of any additional changes during the contract year will be made to the Boone County Community Services Department prior to implementation of the requested changes.
- 4) 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.

Columbia Center for Urban Agriculture

Boone County, Missouri

By: Boone County Commission

By: DocuSigned by:
Billy Polansky
6E48E9B09E88474...
Signature

By: Billy Polansky
Printed Name

DocuSigned by:
Daniel K. Atwill
B64B934CED6EAE8
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:


ATTEST:

DocuSigned by:
[Signature]
7B74DEAE88874DD...
County Counselor

DocuSigned by:
Brianna Lennon
D287E242BEB948C
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.)

<small>DocuSigned by:</small>  <small>434704E3F1CC847D</small>	12/17/2021	Term & Supply 2132 / 71106 / \$30,108.16
Signature	Date	Appropriation Account

An Affirmative Action/Equal Opportunity Employer

AGREEMENT FOR PURCHASE OF SERVICES

Contract Amendment Number Two

Behavioral Health Care Program

THIS AGREEMENT dated the 28th day of December, 2021, Purchase Agreement **36-13SEP18** for the Community Health/Medical Fund dated December 27, 2018 made by and between Boone County, Missouri and Compass Health, Inc., for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1) Extend the contract for one (1) additional year beginning January 1, 2022 and ending on December 31, 2022.
- 2) ADD a renewal of funding for the following:

SERVICE DESCRIPTION	UNIT MEASUREMENT	UNIT RATE	# OF UNITS	TOTAL AMOUNT REQUESTED
Behavioral Health Assessment	1 assessment	\$82.00	70	\$5,740.00
Individual Therapy – Adult	1 hour	\$82.00	792	\$64,944.00
Behavioral Health Assessment (Psychiatrist)	1 assessment	\$236.00	60	\$14,160.00
Medication Management	15 minutes	\$74.00	280	\$20,720.00
Group Therapy – Adult	1 hour	\$18.31	370	\$6,774.70
Crisis Intervention	1 hour	\$82.00	205	\$16,810.00
Total Renewal Amount	\$129,148.70			

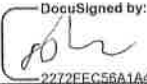
- 3) Compass Health, Inc. agrees to update and adhere to the information entered into the Agreement Form. Requests of any additional changes during the contract year will be made to the Boone County Community Services Department prior to implementation of the requested changes.
- 4) Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

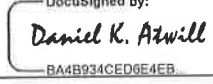
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

Compass Health, Inc.

Boone County, Missouri

By: Boone County Commission


By: 
2272FEC56A1A4BB
Signature


BA4B934CED6E4EB
Daniel K. Atwill, Presiding Commissioner

By: Peter Lyskowski
Printed Name

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:

7D71DEAEB9D749D...

County Counselor


DocuSigned by:

D367E342BF8948C...

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.)

DocuSigned by: 	12/17/2021	Term & Supply 2132 / 71106 / \$129,148.70
_____ Signature	_____ Date	_____ Appropriation Account

An Affirmative Action/Equal Opportunity Employer

AGREEMENT FOR PURCHASE OF SERVICES

Contract Amendment Number Three

Healthy Hometown – Southern Boone County

THIS AGREEMENT dated the 28th day of December, 2021, Purchase Agreement **36-13SEP18** for the Community Health/Medical Fund dated December 27, 2018 made by and between Boone County, Missouri and Jefferson City Area Young Men’s Christian Association, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1) Extend the contract for one (1) additional year beginning January 1, 2022 and ending on December 31, 2022.
- 2) ADD a renewal of funding for the following:

SERVICE DESCRIPTION	UNIT MEASUREMENT	UNIT RATE	# OF UNITS	TOTAL AMOUNT REQUESTED
Physical Exercise	1 hour	\$60.00	750	\$45,000.00
Health Education	1 hour	\$3.23	1,219	\$3,937.37
Best Practices Training	1 individual	\$125.00	8	\$1,000.00
Total Renewal Amount	\$49,937.37			

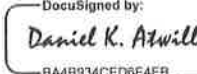
- 3) Jefferson City Area Young Men’s Christian Association agrees to update and adhere to the information into the Agreement Form. Requests of any additional changes during the contract year will be made to the Boone County Community Services Department prior to implementation of the requested changes.
- 4) 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.

Jefferson City Area Young Men’s Christian Association

By: 
9D55A2E5651241C
Signature
Branch Director
By: _____
Printed Name

Boone County, Missouri

By: Boone County Commission

BAAB934CED8E4EB
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

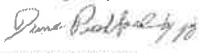

7DZ1DEAEB9D74DD
CJ Dykhouse, County Counselor

ATTEST:


D267E242BFB048C
Brianna L. Lennon, 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.)

<small>DocuSigned by:</small>  <small>A147B4E3E1C847D</small>	12/17/2021	<u>2132 / 71106 / \$49,937.37</u>
Signature	Date	Appropriation Account

AGREEMENT FOR PURCHASE OF SERVICES

Contract Amendment Number Two

Outpatient Substance Use Treatment

THIS AGREEMENT dated the 28th day of December, 2021, Purchase Agreement **36-13SEP18** for the Community Health/Medical Fund dated December 27, 2018 made by and between Boone County, Missouri and Phoenix Programs, Inc., for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1) Extend the contract for one (1) additional year beginning January 1, 2022 and ending on December 31, 2022.
- 2) ADD a renewal of funding for the following:

SERVICE DESCRIPTION	UNIT MEASUREMENT	UNIT RATE	# OF UNITS	TOTAL AMOUNT REQUESTED
Individual Therapy – Adult	One hour	\$56.60	1,150	\$65,090.00
Total Renewal Amount	\$65,090.00			

- 3) Phoenix Programs, Inc. agrees to update and adhere to the information entered into the Agreement Form. Requests of any additional changes during the contract year will be made to the Boone County Community Services Department prior to implementation of the requested changes.
- 4) 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.

Phoenix Programs, Inc.

Boone County, Missouri

By: Boone County Commission

DocuSigned by:
Rhiannon Ross
By: _____
EFBGB9E9B98E4FA...
Signature

Rhiannon Ross - CFO
By: _____
Printed Name

DocuSigned by:
Daniel K. Atwill
By: _____
BA4B934CED6E4EB...
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:


ATTEST:

DocuSigned by:
[Signature]
By: _____
7D74DEAE99748B...
County Counselor

DocuSigned by:
Brianna Lennon
By: _____
D267ED42DFB9486...
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.)

 4147B4E3F1C847D...	12/17/2021	2132 / 71106 / \$65,090.00
Signature	Date	Appropriation Account

An Affirmative Action/Equal Opportunity Employer

AGREEMENT FOR PURCHASE OF SERVICES

Contract Amendment Number Two

VAC Housing Program

THIS AGREEMENT dated the 28th day of December, 2021, Purchase Agreement **36-13SEP18** for the Community Health/Medical Fund dated December 27, 2018 made by and between Boone County, Missouri and Voluntary Action Center, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1) Extend the contract for one (1) additional year beginning January 1, 2022 and ending on December 31, 2022.
- 2) ADD a renewal of funding for the following:

SERVICE DESCRIPTION	UNIT MEASUREMENT	UNIT RATE	# OF UNITS	TOTAL AMOUNT REQUESTED
Service Coordination	15 minutes	\$12.55	1,000	\$12,550.00
Case Management	15 minutes	\$19.07	3,774	\$71,970.18
Total Renewal Amount	\$84,520.18			

- 3) Voluntary Action Center agrees to update and adhere to the information entered into the Agreement Form. Requests of any additional changes during the contract year will be made to the Boone County Community Services Department prior to implementation of the requested changes.
- 4) 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.

Voluntary Action Center

Boone County, Missouri

DocuSigned by:
Ed Stansberry
By: _____
Signature
Ed Stansberry Executive Director
By: _____
Printed Name

By: Boone County Commission
DocuSigned by:
Daniel K. Atwill

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
CJ Dykhouse

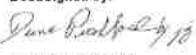
CJ Dykhouse, County Counselor

DocuSigned by:
Brianna L. Lennon

Brianna L. Lennon, County Clerk CJ

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.)

<small>DocuSigned by:</small>  <small>414784E3E1C847D</small>	12/17/2021	2132 / 71106 / \$84,520.18
Signature	Date	Appropriation Account

An Affirmative Action/Equal Opportunity Employer

AGREEMENT FOR PURCHASE OF SERVICES
Contract Amendment Number Two
VAC Basic Needs Program

THIS AGREEMENT dated the 28th day of December, 2021, Purchase Agreement **36-13SEP18** for the Community Health/Medical Fund dated December 27, 2018 made by and between Boone County, Missouri and Voluntary Action Center, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

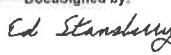
- 1) Extend the contract for one (1) additional year beginning January 1, 2022 and ending on December 31, 2022.
- 2) ADD a renewal of funding for the following:

SERVICE DESCRIPTION	UNIT MEASUREMENT	UNIT RATE	# OF UNITS	TOTAL AMOUNT REQUESTED
Provision of Basic Needs (includes: Employment Attire, Public Transit Fee/Fare, Car Seats, Corrective Lenses, Prescription Medication, Durable Medical Equipment, Dental Treatment, General Medical Care, Household Cleaning Supplies, and Hygiene Items)	1 instance	\$25.00	1,411	\$35,275.00
Total Renewal Amount	\$35,275.00			

- 3) Voluntary Action Center agrees to update and adhere to the information entered into the Agreement Form. Requests of any additional changes during the contract year will be made to the Boone County Community Services Department prior to implementation of the requested changes.
- 4) 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.

Voluntary Action Center

DocuSigned by:

 By: _____
 Signature
 Ed Stansberry Executive Director
 By: _____
 Printed Name

Boone County, Missouri

By: Boone County Commission

DocuSigned by:

 By: _____
 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:

 By: _____
 County Counselor

ATTEST:

DocuSigned by:

 By: _____
 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.)

<small>DocuSigned by:</small>  <small>41794E3E1CB47D</small>	12/17/2021	Term & Supply 2132 / 71106 / \$35,275.00
Signature	Date	Appropriation Account

An Affirmative Action/Equal Opportunity Employer

AGREEMENT FOR PURCHASE OF SERVICES
Contract Amendment Number Two
Harbor House Emergency Shelter

THIS AGREEMENT dated the 28th day of December, 2021, Purchase Agreement **36-13SEP18** for the Community Health/Medical Fund dated December 27, 2018 made by and between Boone County, Missouri and The Salvation Army, an Illinois Corporation for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1) Extend the contract for one (1) additional year beginning January 1, 2022 and ending on December 31, 2022.
- 2) ADD a renewal of funding for the following:

SERVICE DESCRIPTION	UNIT MEASUREMENT	UNIT RATE	# OF UNITS	TOTAL AMOUNT REQUESTED
24 Hour Emergency Shelter	One bed night	\$45.79	1,201	\$54,993.79
Total Renewal Amount	\$54,993.79			

- 3) The Salvation Army, an Illinois Corporation agrees to update and adhere to the information entered into the Agreement From. Requests of any additional changes during the contract year will be made to the Boone County Community Services Department prior to implementation of the requested changes.
- 4) 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.

The Salvation Army, an Illinois Corporation

By: DocuSigned by:
Robert Webster
68EC356C753E4E8
Signature

By: Lt Colonel Robert Webster
Divisional Commander
Printed Name

Boone County, Missouri

By: Boone County Commission

DocuSigned by:
Daniel K. Atwill
BA4B93ACED8E4E8
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
[Signature]
7D71DEAEB9D74DD
County Counselor

ATTEST:

DocuSigned by:
Brianna L Lennon
D267E2428ED948C
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.)

<small>DocuSigned by:</small>  <small>11A7B4E3E1C847D</small>	12/17/2021	2132 / 71106 / \$54,993.79
Signature	Date	Appropriation Account

An Affirmative Action/Equal Opportunity Employer

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the 28th day of December 20 21

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

Now on this day, the County Commission of the County of Boone does hereby approve the building permit fees per the attachment proposed by the Resource Management Department. Fees will be effective January 1, 2022.

Done this 28th day of December 2021.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Building Permit Fees

Effective 1/1/2022	
Building permit	TOC Method *
Basement	TOC Method *
Remodel	\$40 for 1st \$5000 / \$1.25 / \$500 above
Commercial remodel	\$70 for 1st \$5000 / \$3.50 per \$1000 above
Large open structure (pole barn)	\$0.04 per sq. ft. floor space
Elec/HVAC/Gas (change or upgrade)	\$40.00
Modular home on foundation	\$ 0.08 / sq. ft. floor space
Modular home on basement	\$ 0.08/ sq. ft. floor space; TOC for basement
Mobile home	\$ 0.08 / sq. ft. floor space
MH/Park/electric permit	\$30.00
MH/Park/gas permit	\$30.00
Minimum permit	\$40.00
Minimum commercial permit	\$70.00
Re-inspection	\$25.00 (MHP - \$15.00)
Building Plan Review	\$300.00
Solar Review Plan	\$30.00
3000 sq.ft/larger Pole Struc Plan Rvw	\$75.00
Reactivate permit 1-89 days **	\$20.00
Reactivate permit 90-179 days **	\$50.00
Reactivate permit 180-364 days **	\$100.00
Reactivate permit 365 days **	1/2 current fee
Constr. w/out permit	double fee
Plan Review re-submittal	\$100 @ 3rd submittal, & each thereafter of same structure & does not show corrections from previous

* TOC - Type of Construction method uses the gross area of a structure, the gross area modifier, the type of construction and a permit fee modifier to determine the permit fee for a particular building.
Permit fee = Gross Area X Gross Area Modifier X Type of Construction Factor X Permit Fee Modifier

Gross Area Modifier = 72
Permit Fee Modifier (for 2005) = 0.0042
Permit Fee Modifier (for 2013) = 0.0061
Permit Fee Modifier (for 2016) = 0.0071
Permit Fee Modifier (for 2020) = 0.0080

** Permits expire after 180 days of inactivity.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the 28th day of December 20 21

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 agreement with USGS for the CAM project known as Hinkson Creek.

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

Done this 28th day of December 2021.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

COLLABORATIVE AGREEMENT

This Collaborative Agreement (“Agreement”) is entered into by and between the U.S. Geological Survey (USGS), a bureau of the Department of the Interior, through the offices of its Columbia Environmental Research Center, Columbia, Missouri, hereinafter referred to as the “USGS” and Boone County, Columbia, Missouri, hereinafter referred to as “Collaborator.” USGS and Collaborator are sometimes herein referred to as a “Party” and collectively as the “Parties.” Any inconsistency between the standard terms of Articles 1 through 16 of this Agreement and any attachments to this Agreement shall be resolved by giving precedence to Articles 1 through 16.

Whereas, the USGS is authorized to perform collaborative work and prosecute projects in cooperation with other agencies, Federal, State or private, pursuant to 43 USC §36c; and

Whereas, the USGS is authorized to receive payments in arrears from any State, Territory, Tribe, possession, or political subdivision by 43 USC §50b, and;

Whereas, the USGS has a mission in assessing the nation’s Environmental Health in order to provide information to regulatory agencies to protect aquatic and terrestrial species and human health and has need of collecting data and/or materials on game species to support this mission; and

Whereas, the Project entitled “*Investigation of anthropogenic contaminants in Hinkson Creek*” is intended by the Parties to be mutually beneficial and to benefit the people of the United States;

Now, therefore, the Parties hereto agree as follows:

- 1. Statement of Work.** See the attached Statement of Work (SOW) (Attachment A), incorporated by reference herein.
- 2. Principal Investigator.** The USGS principal investigator (PI) for this Project is David Alvarez, 573-441-2970, dalvarez@usgs.gov, 4200 New Haven Road, Columbia, Missouri 65201. The PI for the Collaborator is Lynne Hooper, 573-886-4491, LHooper@boonecountymmo.org, Boone County Resource Management, 801 E. Walnut, Room 315, Columbia, Missouri 65201-7732. In the event that a PI is unable to continue in this Project, the sponsoring agency will make every effort to provide a replacement acceptable to the other Party.
- 3. Title to Equipment.** There will be no joint property purchased as a result of the collaborative effort outlined in the SOW. Each Party will provide its own equipment necessary to support its participation in the SOW.

4. **Term.** The collaborative effort contemplated by this Agreement will commence on the effective date of this Agreement. The effective date of this Agreement shall be the later date of (1) January 1, 2022 or (2) the date of the last signature by the Parties. The expiration date of this Agreement shall be September 30, 2023.

5. **Funding/Resource Share.**

(a) The Collaborator will provide an estimated \$75,392 in funds-in to the Project.

(b) If the Collaborator is a non-governmental organization, the USGS requires an advance of \$[insert \$ amount]. **(Note: If the Collaborator is a non-governmental organization, advance payment is required. This requirement may be met by paying the entire amount in advance or by paying lesser amounts in advance of work segments.)**

(c) If the Collaborator is a government organization such as a State, Territory, Tribe, possession or political subdivision thereof, the following shall apply: The USGS will submit invoices on a **quarterly** basis. Invoices not paid within **60 days from date of bill for Local and State Government customers**, will bear Interest, and other fees required by Federal law, at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

(d) The USGS is providing in-kind services and or resources with an estimated value of \$56,911 to the Project. The USGS in-kind contribution includes the analysis of samples for PFAS chemicals, screening of samples for total estrogenicity using the YES assay, a quality control package to verify results, and salary of the principal investigators for project management, field sampling, data review, and reporting.

6. **Amendments/Termination.** This Agreement can be changed or amended only by a written instrument signed by the Parties. This Agreement may be terminated by either Party on thirty (30) days written notice to the other Party. In the event of an early termination, USGS shall be reimbursed for any completed work or work in progress on the effective date of termination (i.e., when the Agreement actually terminates following the receipt of written notice from the other Party). Any unspent advanced funds will be returned to Collaborator. The USGS shall provide a copy of the outcomes completed as of the effective date of termination in the event of an early termination of the Agreement.

7. **Scientific Information/Data.**

Each Party is free to publish the information and data developed in the performance of the statement of work (SOW) and data management plan (DMP). Before a Party submits the information and data for publication or otherwise intends to publicly release or disclose scientific information and data that is jointly developed, the other Party will be provided thirty (30) days for review of the proposed release or disclosure, prior to submission for publication. The Parties acknowledge that scientific information and data developed using USGS funds as a result of the SOW are subject to applicable USGS Fundamental Science Practices (FSP) review, approval, and release requirements, which are available in Survey Manual Chapter (SMC) 502.4, Fundamental Science Practices: Review, Approval, and Release of Information Products. The USGS is required to provide timely public access to the results of scientific information

and data associated with federally funded research that does not contain sensitive protected information. Data and associated metadata will be open format and publicly accessible. The data and metadata will also be open access and machine readable in accordance with USGS FSP requirements available in SMC 502.7, Fundamental Science Practices: Metadata for USGS Scientific Information Products Including Data and SMC 502.8, Fundamental Science Practices: Review and Approval of Scientific Data for Release.

8. (Reserved)

9. **Notices.** Any notice required to be given or which shall be given under this Agreement shall be in writing and delivered by first-class mail to the Parties as follows:

USGS:

Technical:

David Alvarez
USGS Columbia Environmental
Research Center
4200 E. New Haven Road
Columbia, MO 65201
dalvarez@usgs.gov
573-441-2970
<https://www.usgs.gov/centers/cerc>

Administrative:

Lori Buitink
USGS Columbia Environmental
Research Center
4200 E. New Haven Road
Columbia, MO 65201
lbuitink@usgs.gov
573-876-1892

Collaborator:

Technical:

Lynne Hooper
Boone County Resource Management
801 E. Walnut, Room 315
Columbia, MO 65201-7732
LHooper@boonecountymo.org
573-886-4491
<https://www.showmeboone.com/stormwater>

Administrative:

Kelle Westcott
Boone County Resource Management
801 E. Walnut, Room 315
Columbia, MO 65201
kwestcott@boonecountymo.org
573-886-4480

Financial Contact Information for Collaborator:

Kelle Westcott
801 E. Walnut, Room 315
Columbia, MO 65201
573-886-4480
573-886-4340
073755977
43-6000349
showmeboone.com

10. Independent Organization. For purposes of this Agreement and all research and services to be provided hereunder, each Party shall be, and shall be deemed to be, an independent Party and not an agent or employee of the other Party. Each Party shall have exclusive control over its employees in the performance of the SOW. While in field locations, a Party's employees must adhere to the safety and technical requirements imposed by the Party controlling the work site.

Neither Party has authority to make any statements, representations, or commitments of any kind, or take any action, which shall be binding on the other Party, except as may be explicitly provided for herein or authorized in writing. Neither Party has authority to use the name of the other in advertising or in other forms of publicity without the written permission of the other.

11. Governing Law.

(a) This Agreement is subject to interpretation under State and Federal law. If there is inconsistency between the laws, then Federal law is controlling. Each Party agrees to be responsible for the activities, including the negligence, of their employees. Responsibility of the USGS for the payment of claims for loss of property, personal injury, or death caused by the negligence or wrongful act or omission of a USGS employee, while acting within the scope of their employment, is limited to provisions of the Federal Tort Claims Act, 28 USC §§ 2671-80. USGS warrants that it is self-insured for the purposes of Worker's Compensation.

(b) The USGS and the Collaborator make no express or implied warranty as to the conditions of the research, merchantability or fitness for a particular purpose of the research, data, or resulting product incorporating data developed and exchanged under the SOW.

12. Force Majeure. Neither Party shall be held liable for any unforeseeable event beyond its control, not caused by the fault or negligence of such Party, which causes such Party to be unable to perform its obligations under this Agreement, and which it is unable to overcome by the exercise of due diligence including, but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning, and other natural catastrophes; epidemic, war, riot, civil disturbance, or disobedience; strikes, labor disputes, or failure, threat of failure, or sabotage; or any order or injunction made by a court or public agency. In the event of the occurrence of such a force majeure event, the Party unable to perform must promptly notify the other Party. It shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.

13. Entire Agreement. This Agreement contains all of the terms of the Parties and supersedes all prior Agreements and understandings related thereto. Due to the specialized nature of the collaborative work, this Agreement is non-assignable by both Parties.

14. Disputes. The signatories to this Agreement shall expend their best efforts to amicably resolve any dispute that may arise under this Agreement. Any dispute that the signatories are unable to resolve shall be submitted to the Director of the USGS or his/her designee and the **Boone County Director of Resource Management** of the Collaborator or his/her designee for resolution.

15. Miscellaneous Provisions. Pursuant to the Anti-Deficiency Act, 31 U.S.C. §1341 (a)(1), nothing herein contained shall be construed as binding the USGS to expend in any one fiscal year any sum in excess of its appropriations or funding in excess of what it has received for the collaborative work outlined in the SOW.

16. Survivability. The following provisions shall survive the termination of this Agreement: 7. Publications/Reports/ Data, and 14. Disputes.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the last date listed below.

Attachment A: Statement of Work between USGS and Boone County

I. Objectives or Specific Aims

Investigation of continued causes of impairment in Hinkson Creek is of interest to the Hinkson Creek Science Team. Some work has been done looking at basic water quality parameters, but little data exists looking at organic and inorganic contaminants which may be related to increased urbanization in the watershed. The Environmental Chemistry Branch at the USGS Columbia Environmental Research Center (USGS) was asked to develop a sampling plan which includes potential indicator chemicals that may indicate an increased contaminant loading into the Creek. Below is the plan for the chemical analysis of water and sediment samples from Hinkson Creek.

II. Term and Proposed Project Schedule/Milestones

This work will begin initiated upon approval of this agreement and terminate upon receipt of results from USGS to the Collaborator.

III. Collaborator's Role and Expertise: Administrative management of project and additional support as needed.

Specific Collaborator Tasks

The Collaborator will identify sites to be sampled that will provide the best spatial distribution along with capturing potential chemical inputs into the creek. They will also coordinate this effort with other sampling efforts occurring on the creek. They likely will participate in the field sampling and will be responsible for providing USGS access to any site that may be on restricted or controlled property.

IV. USGS' Role and Expertise

USGS has extensive experience in measuring trace concentrations of organic and inorganic contaminants in environmental media. For the analysis of water, USGS will use passive sampling devices which they had developed. USGS has over 30 years of experience with the development and application of passive samplers. They use established analytical procedures entailing an extensive quality assurance/quality control package to validate the results.

Specific USGS Tasks

USGS will conduct the field sampling at 5 sites each during an upcoming Fall and Spring season. Both water and sediment analyses are included. Proposed chemicals to be investigated include: a suite of metals typical of urban environments, current use pesticides (CUP) related to agriculture, wastewater indicators (WI), polycyclic aromatic hydrocarbons (PAHs), organochlorine pesticides, polychlorinated biphenyls (total PCBs), and polybrominated diphenyl ether (PBDE) flame retardants. Methods are currently in development for a suite of per- and polyfluorinated surfactants (PFAS). Analyses for PFAS will be included in the project as they become available. A tentative list of analytes is provided at the end of this attachment. In addition to the specific chemical analyses, a screen for total estrogenicity of chemicals will be run using the *in vitro* yeast estrogen screen (YES). The YES assay is a cell-based assay where estrogens or estrogen-mimicking chemicals bind to an estrogen receptor which can be measured. Results from the YES can indicate the presence of potential endocrine disruptors.

Wastewater indicators includes a series of chemicals such as fragrances, surfactants, plasticizers, alternative fire retardants, and industrial chemicals which are indicative of wastewater and septic discharges. PAHs are components of petroleum products and are prevalent in urban environments. Organochlorine pesticides include the mostly banned, legacy pesticides such as chlordanes, endosulfans, and DDTs which along with the PCBs and PBDEs are persistent and are known to have toxicological effects.

For the organics in water, passive sampling devices will be used due to the expected low concentrations and episodic changes in concentrations over time. These devices will be deployed in the Creek for approximately 1 month. Whole water samples will be collected for the metals analysis. Sediment samples will be collected at each site by creating a composite sample from multiple subsamples of surficial sediment collected within a specific area at each site.

V. Anticipated Outcomes/Expected Results (Joint Outcomes and Results)

The results from this study will inform the Hinkson Creek Science Team on current chemical stressors within various reaches of the creek. This information may be used to inform future management actions. Data will be provided to the Hinkson Creek Science Team as an Excel spreadsheet and will also be released as a USGS data release package according to USGS guidelines. Depending on the findings, a publication of results in a scientific journal may be considered.

Tentative Analyte List

Total Recoverable Metals

Mercury, Chromium, Lead, Copper, Zinc, Silver, Cadmium, Nickel, Selenium, Vanadium, Cobalt

General Water Quality

Hardness, Alkalinity, pH, Dissolved Oxygen, Ammonia

Anions

Fluoride, Chloride, Nitrate+Nitrite (as nitrogen), Bromide, Sulfate, Phosphate

Cations

Sodium, Magnesium, Calcium, Iron, Manganese, Strontium, Potassium

Per and polyfluorinated surfactants (PFAS)

Method in development – analyte list not yet available

Polycyclic Aromatic Hydrocarbons (PAHs)

1,2-dimethylnaphthalene	Benzo[b]naphtho[2,1-d]thiophene
1-ethylnaphthalene	Benzo[b]thiophene
1-methylfluorene	Benzo[e]pyrene
1-methylnaphthalene	Benzo[g,h,i]perylene
2,3,5-trimethylnaphthalene	Benzo[k]fluoranthene
2-methylfluoranthene	Biphenyl
2-methylnaphthalene	Chrysene
2-methylphenanthrene	Dibenz[a,h]anthracene
3,6-dimethylphenanthrene	Dibenzothiophene
4-methylbiphenyl	Fluoranthene
9-methylanthracene	Fluorene
Acenaphthene	Indeno[1,2,3-c,d]pyrene
Acenaphthylene	Naphthalene
Anthracene	Perylene
Benz[a]anthracene	Phenanthrene
Benzo[a]pyrene	Pyrene
Benzo[b]fluoranthene	

Organochlorines, polychlorinated biphenyls, polybrominated diphenyl ethers (OC/PCB/PBDEs)

alpha-Benzenhexachloride (a-BHC)	Oxychlorane
beta-Benzenhexachloride (b-BHC)	p,p'-DDD
Chlorpyrifos	p,p'-DDE
cis-Chlordane	p,p'-DDT
cis-Nonachlor	p,p'-Methoxychlor
cis-Permethrin	Pentachloroanisole (PCA)
Dacthal	Tefluthrin
delta-Benzenhexachloride (d-BHC)	trans-Chlordane
Diazinon	trans-Nonachlor
Dieldrin	trans-Permethrin
Endosulfan	Trifluralin
Endosulfan Sulfate	Total Polychlorinated Biphenyls (Total PCBs)
Endosulfan-II	Polybrominated Diphenyl Ether congener 28 (PBDE-28)
Endrin	Polybrominated Diphenyl Ether congener 47 (PBDE-47)
Heptachlor	Polybrominated Diphenyl Ether congener 66 (PBDE-66)
Heptachlor Epoxide	Polybrominated Diphenyl Ether congener 85 (PBDE-85)
Hexachlorobenzene (HCB)	Polybrominated Diphenyl Ether congener 99 (PBDE-99)
Lindane	Polybrominated Diphenyl Ether congener 100 (PBDE-100)
Mirex	Polybrominated Diphenyl Ether congener 153 (PBDE-153)
o,p'-DDD	Polybrominated Diphenyl Ether congener 154 (PBDE-154)
o,p'-DDE	Polybrominated Diphenyl Ether congener 183 (PBDE-183)
o,p'-DDT	

Current-use Pesticides (CUPs)

2,6-diethylaniline	linuron
acetochlor	malathion
alachlor	methyl azinphos
atrazine	methyl parathion
benfluralin	metolachlor
butylate	metribuzin
carbaryl	molinat
carbofuran	napropamid
chlorpyrifos	parathion
cyanazine	pebulate
dacthal	pendimethalin
deethylatrazine	phorate
desulfinylfipronil	prometon
diazinon	pronamide
dieldrin	propachlor
disulfoton	propanil
eptam (eptc)	propargites
ethalfuralin	simazine
ethoprop	tebuthiuron
fipronil	terbacil
fipronil degradate	terbufos
fipronil sulfide	thiobencarb
fipronil sulfone	triallate
fonofos	trifluralin
lindane	

Wastewater Indicator Chemicals (WI)

Chemical	Common Use
1,4-Dichlorobenzene	moth repellent, fumigant, deodorant
4-n-octylphenol	surfactant
Acetophenone	fragrance in detergent and tobacco, flavor in beverages
Antraquinone	manufacturing dye/textiles, seed treatment, bird repellent
Atrazine	herbicide
Benzophenone	fixative for perfumes and soaps
Bromacil	herbicide, general use pesticide, usage on grass/brush
Bromoform	wastewater ozonation byproduct, military/explosives
Caffeine	beverages, diuretic
Camphor	flavor, odorant, ointments, moth repellent, fireworks (nitrocellulose plasticizer)
Carbaryl	insecticide, crop and garden uses
Carbazole	insecticide, manufacturing dyes, explosives, and lubricants
Cashmeran (DPMI)	fragrance
Celestolide (ADBI)	fragrance
Chlorpyrifos	Insecticide
Cholesterol	often a fecal indicator, plant sterol
Cotinine	primary nicotine metabolite
Diazinon	insecticide
Dichlorvos	insecticide, pet collars, flies, also a degradate of naled or trichlofon
Diethyl phthalate	Plasticizer
Diethylhexylphthalate (DEHP)	Plasticizer
d-Limonene	fungicide, antimicrobial, antiviral, fragrance in aerosols
Ethyl citrate	cosmetics, pharmaceuticals
Galaxolide (HHCB)	fragrance
Indole	pesticide inert ingredient, fragrance in coffee
Isophorone	solvent for lacquer, plastic, oil, silicone, resin
Isopropylbenzene (cumene)	manufacturing phenol/acetone, fuels, and paint thinner
Isoquinoline	flavors and fragrances
Menthol	cigarettes, cough drops, liniment, mouthwash
Metalaxyl	herbicide, fungicide, general use pesticide, golf/turf application
Methyl salicylate	liniment, food, beverage, UV-absorbing lotions
Methyl Triclosan	metabolite of triclosan (an antibacterial agent)
N,N-diethyltoluamide (DEET)	insect repellent
N-butyl benzenesulfonamide	plasticizer in nylon production
para-Cresol	wood preservative
Phantolide (AHMI)	fragrance
Phenol	disinfectant, manufacturing of several products
Prometon	herbicide, applied prior to blacktop application
p-tert-Octylphenol	surfactant
Tetrachloroethylene	solvent, degreaser, veterinary anthelmintic
Tonalide (AHTN)	fragrance
Traseolide (ATII)	fragrance
Tributyl phosphate (TBP)	flame retardant
Triphenyl phosphate (TPP)	flame retardant, plasticizer in resins waxes, roofing paper
Tris(1,3-dichloro-2-propyl)phosphate (TDCPP)	flame retardant
Tris(1-chloro-2-propyl)phosphate (TCPP)	flame retardant
Tris(2-butoxyethyl)phosphate (TBEP)	flame retardant
Tris(2-chloroethyl)phosphate (TCEP)	flame retardant
Tris(2-ethylhexyl)phosphate (TEHP)	flame retardant

ACCEPTED AND AGREED

The USGS signatory certifies that:

- The USGS signatory is consistent with the delegations of authority to sign agreements, SMC 205.13.
- The Collaborator is a U.S. owned organization.
- The COI form has been coordinated with the Ethics Office, as applicable.
- This Collaborative Agreement contains standard terms only or, if it contains non-standard terms, it was sent to OPA for review.

U.S. GEOLOGICAL SURVEY

By: _____

Name: Rip Shively

Title: Center Director

Date: _____

COLLABORATOR

By: 

Name: Daniel K. Atwill

Title: Presiding Commissioner

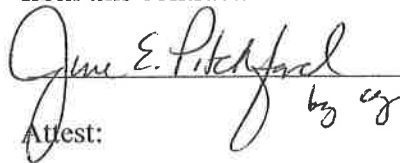
Date: 12.28.2021

Approved as to Form:



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 appropriations sufficient to pay the costs arising from this contract.

 1725-71100
Attest: by cy

545-2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

28th

day of

December

20 21

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 annual consultant service agreements with: A2VPartners LLC, Allstate Consultants, Engineering Surveys & Services LLC, Great River Engineering, Howe Company LLC, McClure Engineering CO and PW Architects.

Terms of the agreements are stipulated in the attached agreements. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreements.

Done this 28th day of December 2021.

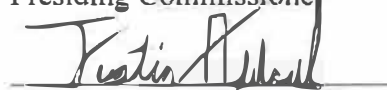
ATTEST:



Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 28th day of December, 2021/2022, 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 A2VPartners LLC (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, 2022 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2022. 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

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.

A2VPARTNERS LLC

By

E. Matt Redington

Title

CEO & Chief Engineer

Dated:

December 14, 2021

BOONE COUNTY, MISSOURI

By

David K. [Signature]

Presiding Commissioner

Dated:

12.28.2021

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Brianna L. Lannonji
County Clerk

APPROVED:

[Signature]
Director, Boone County Resource Management

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.

June E. Fitchford *12/22/21*
Auditor Date

No Encumbrance Required



A2VPartners, LLC

2022 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	
Construction Management	
Electrical Engineering	✓
Geotechnical Engineering	
Lab Testing	
Mechanical Engineering	
Planning	✓
Structural Engineering	
Surveying	
Traffic	
Transportation	
Acoustical	
Building Enclosure Consulting	
Control System Integration	
Design/Build	
Environmental	
Forensic	
GIS	
Industrial	
Interior Design	
Landscape Architecture	
Natural Gas	
Photogrammetry	
Telecommunications	✓
Water Resources	

Reviewed by: Jru



A2V PARTNERS, LLC – Boone County, MO – FEE SCHEDULE – January 1, 2022

A. APPLICABILITY:

The following schedule of rates is applicable to services provided under this proposal. Boone County, MO and A2V may, where convenient, mutually agree upon a maximum or lump sum price for specific services to be performed and when mutually agreed upon and reduced to writing, such prices shall govern. Prices are changed only upon approved notice and allowed per contract. A separate work authorization will be provided for specific projects.

B. COMPENSATION:

The compensation due A2V for services performed under this schedule are based on the applicable total labor costs for the time spent on assigned project, plus applicable overheads to cover the administrative, taxes, insurance, and other overhead costs, plus re-imbursement of reasonable expenses as listed below in paragraphs C and D.

C. APPLICABLE TOTAL LABOR COSTS:

Applicable total labor cost is defined as the cost of personnel salaries (including applicable employee benefits) for time chargeable to the project; plus, employment and payroll taxes; and employer’s contributions for social security, etc.

Salaries are based upon the skill, experience, and knowledge of our employees. A2V will utilize the proper personnel to provide competent services in a professional manner. If, at the request of the Client, the work to be performed requires overtime for our employees then adjustments will be made to compensate A2V accordingly. No adjustment will be made without advising the Client prior to initiating the work.

Chief Engineer (PE)	\$155.00 per hour
Senior Engineering Manager	\$155.00 per hour
Senior Professional Engineer (PE)	\$155.00 per hour
Senior Project Manager or Senior Engineer	\$150.00 per hour
Professional Engineer (PE)	\$135.00 per hour
EI-III, Project Manager(PM)/Eng, or Design Engineer	\$125.00 per hour
EI-II, Field Engineer or Field Inspector	\$115.00 per hour
Engineering Intern (EI-I)	\$105.00 per hour
CAD or Eng Tech IV	\$90.00 per hour
CAD or Eng Tech III, Admin-III	\$80.00 per hour
CAD or Eng Tech II, SEI-III	\$75.00 per hour
CAD or Eng Tech I, Admin-II, SEI-II	\$70.00 per hour
Admin/Clerical-I, Student Engineering Intern-I (SEI-I)	\$65.00 per hour

D. REIMBURSABLE EXPENSES

Expense charges are actual invoice plus 10% for travel expenses, rentals, outside services, copies, drawing production, mailing and other additional services or deliverables. Standard IRS Mileage Rates and Industry Standard Per-Diem Rates will apply to extended stays farther than 50 miles from home office.

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 28th day of December, 2021/2022, 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 Engineering Surveys and Services, LLC (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, 2022 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2022. 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.

ENGINEERING SURVEYS AND SERVICES, LLC

BOONE COUNTY, MISSOURI

By

Thomas A. Hermann

By

David K. [Signature]

Presiding Commissioner

Title

President

Dated:

9 December 2021

Dated:

12.28.2021

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Brianna L. Leonard
County Clerk

APPROVED:

[Signature]
Director, Boone County Resource Management

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 E. Pritchard 12/22/21
Auditor by [Signature] Date

No Encumbrance Required



Engineering Surveys and Services LLC

2022 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 *	<input type="checkbox"/>
Bridge Design *	<input type="checkbox"/>
Civil Engineering	<input checked="" type="checkbox"/>
Construction Management	<input checked="" type="checkbox"/>
Electrical Engineering	<input type="checkbox"/>
Geotechnical Engineering	<input checked="" type="checkbox"/>
Lab Testing	<input checked="" type="checkbox"/>
Mechanical Engineering	<input type="checkbox"/>
Planning **	<input checked="" type="checkbox"/>
Structural Engineering	<input type="checkbox"/>
Surveying	<input checked="" type="checkbox"/>
Traffic *	<input checked="" type="checkbox"/>
Transportation	<input checked="" type="checkbox"/>
Acoustical	<input type="checkbox"/>
Building Enclosure Consulting *	<input checked="" type="checkbox"/>
Control System Integration	<input type="checkbox"/>
Design/Build	<input checked="" type="checkbox"/>
Environmental	<input checked="" type="checkbox"/>
Forensic	<input type="checkbox"/>
GIS	<input type="checkbox"/>
Industrial *	<input type="checkbox"/>
Interior Design	<input type="checkbox"/>
Landscape Architecture *	<input checked="" type="checkbox"/>
Natural Gas	<input type="checkbox"/>
Photogrammetry **	<input checked="" type="checkbox"/>
Telecommunications	<input type="checkbox"/>
Water Resources	<input checked="" type="checkbox"/>

* Denotes discipline services not typically provided directly by ES&S, but routinely such projects require the services provided by the firm. Therefore, ES&S wishes to be on the notification list for such projects.

** Typical **Planning** services include site evaluation & layout, municipal infrastructure, construction materials quality assurance, etc. Additional services related to **Photogrammetry** provided by ES&S include UAS and 3D scanning data collection.

Reviewed by: Jm





**Professional Services
Hourly Fee Schedule**

January 1, 2022

SERVICE OF:	RATE:
Principal	\$ 158 / hour
Senior Professional Engineer	\$ 147 / Hour
Professional Engineer	\$ 136 / hour
Engineer Intern	\$ 95 / hour
Professional Land Surveyor	\$ 136 / hour
Survey Project Manager	\$ 95 / hour
Senior Design Technician	\$ 85 / hour
Technician (Survey or CAD)	\$ 72 / hour
Concrete Technician	\$ 58 / hour
Soils Technician	\$ 64 / hour
Special Inspector	\$ 85 / hour
AWS Certified Weld Inspector (Senior)	\$ 120 / hour
AWS Certified Weld Inspector	\$ 90 / hour
Chemist	\$ 75 / hour
Administrative Assistant	\$ 64 / hour
Laser Scanning Equipment	By Quote
UAS (Drone) w/ pilot	\$ 150 / hour
Survey - Stakes	\$ 0.30 / each
Survey – Iron Pins	\$ 3.50 / each
Survey – Fence Posts	\$ 7 / each
Drill Rig and other equipment	By Quote
Large Format Copies	\$ 4.00 / each
Photocopies -	
8 ½" x 11" single-sided, black & white	\$ 0.30 / each
8 ½" x 11" single-sided, color	\$ 0.60 / each
11" x 17" single-sided, black & white	\$ 2.00 / each
Travel	\$ 0.62 / mile
Per Diem	\$ 30 / day
Lodging	Cost

NOTES:

1. Overtime charges at 1.4 times above rates.
2. Scheduled construction phase services and/or field observations will be charged at a 2-hour minimum.
3. Weekend work will be charged at 2-hour minimum overtime.



Materials Laboratory Testing Fee Schedule

January 1, 2022

The testing services shown herein represent the majority of tests that can be performed "in-house". Please call our office to discuss services and/or tests that are not shown on this Fee Schedule. We reserve the right to add, delete, or otherwise alter the information contained herein without notice, but will honor commitments previously made.

Concrete

Cast Specimen	Cylinder - Compressive Strength (6 x 12)	\$ 16.50 / ea.
	Cylinder - Compressive Strength (4 x 8)	\$ 15.00 / ea.
	Concrete Beam - Flexural Strength	\$ 49.00 / ea.
	Mortar Cube - Compressive Strength	\$ 22.00 / ea.
	Grout/Prism - Compressive Strength	\$ 24.00 / ea.
	Cylinder - Compressive Strength Cast by Others	\$ 22.00 / ea.
	Cylinder Held (spare)	\$ 5.00 / ea.
	Cylinder Mold	\$ 2.00 / ea.
	Mix Design (single point)	\$ 750.00 / ea.
	Mix Design (three point)	\$ 1,500.00 / ea.
	Mix Design (single point FAA)	\$ 1000.00 / ea.
	Mix Design (three point FAA)	\$ 2,150.00 / ea.
	Chloride Ion Content (ASTM C 1218)	\$ 200.00 / ea.
	Cylinder Pickup Made by Others	\$ Hourly
	Slump, Air, Cylinders	\$ Hourly
Cores	Core Drilling and Testing	\$ Hourly
	Concrete/Asphalt Core Drill	\$ 185.00 / day
	Generator	\$ 100.00 / day
	Special Handling of Cores or Irregular Size Specimens	\$ 36.00 / ea.

Asphalt

	Core Density	\$ 42.00 / ea.
	Extraction Test for Oil	\$ 230.00 / ea.
	Sieve Analysis of Extracted Agg. & Extraction Test for Oil	\$ 330.00 / ea.

Structural Steel

	Structural Weld and Bolt Inspection	\$ Hourly
	Ultra-Sonic Weld Testing Equipment	\$ 175.00 / day
	Magnetic Particles or Dye Penetration	\$ Hourly



Aggregate

Particle Size	Sieve Analysis, dry	\$ 79.00 / ea.
	Sieve Analysis, wet	\$ 89.00 / ea.
	Finer than #200 by Washing	\$ 55.00 / ea.
Weight Properties	Specific Gravity & Absorption	\$ 110.00 / ea.
	Unit Weight	\$ 60.00 / ea.
Impurities	Organic Impurities in Fine Aggregate (colorimetric)	\$ 40.00 / ea.
	Lightweight Pieces (coal & lignite)	\$ 90.00 / ea.
	Clay Lumps & Friable Particles	\$ 60.00 / ea.
	Chert Content of Coarse Aggregate	\$ 135.00 / ea.
	Deleterious Materials of Coarse Aggregate	\$ 125.00 / ea.
	Deleterious Materials of Fine Aggregate	\$ 85.00 / ea.
	Thin or Elongated Pieces in Course Aggregate	\$ 90.00 / ea.
Rock Quality	Soundness by Sodium or Magnesium Sulfate (5 cycles)	\$ 330.00 / ea.
	Freeze-Thaw	\$ 760.00 / ea.
	L.A. Abrasion of Course Aggregate	\$ 220.00 / ea.

Soil

Classification Tests	Moisture Content	\$ 10.00 / ea.
	Particle-Size Analysis, Wet Sieve	\$ 105.00 / ea.
	Particle-Size Analysis, Hydrometer	\$ 90.00 / ea.
	Material finer than #200	\$ 75.00 / ea.
	Specific Gravity	\$ 75.00 / ea.
	Atterberg Limits	\$ 60.00 / ea.
	Shrinkage Limit	\$ 86.00 / ea.
	Dry Density of undisturbed sample	\$ 36.00 / ea.
	Fractional Organic Carbon	\$ 70.00 / ea.
Shear	Unconfined Compression Test (qu)	\$ 56.00 / ea.
	Triaxial (Q), multistage	\$ 375.00 / ea.
Compressibility Tests	Consolidation	\$ 485.00 / ea.
	Swell	\$ 215.00 / ea.
Compaction Tests	Standard Proctor	\$ 160.00 / ea.
	Modified Proctor	\$ 180.00 / ea.
	Field Density Testing	\$ Hourly
	Field Density Testing - Nuclear Meter	\$ 13.00 / hr.
	CBR	\$ 320.00 / ea.
	Flex-Wall Permeability	\$ 345.00 / ea.
	Falling-Head Permeability	\$ 270.00 / ea.
	Sampling Remolding	\$ 100.00 / ea.
Geotechnical Drilling	Equipment and Crew	\$ Quote
	3" Shelby Tubes	\$ 18.00 / ea.
	Sample Jars	\$ 3.00 / ea.
	Special Sample Preparation	\$ Hourly

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THIS AGREEMENT dated this 28th day of December, 2021/2022, 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 Howe Company, LLC (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, 2022 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2022. 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:

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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.

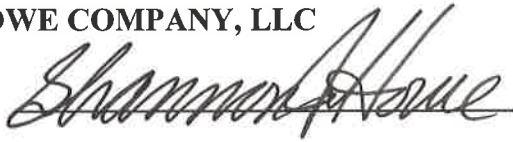
13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

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.

HOWE COMPANY, LLC

By



Title

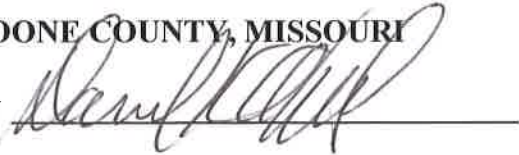
Owner/manager of LLC

Dated:

12/8/2021

BOONE COUNTY, MISSOURI

By



Presiding Commissioner

Dated:

12.28.2021

APPROVED AS TO FORM:


County Attorney

ATTEST:


County Clerk

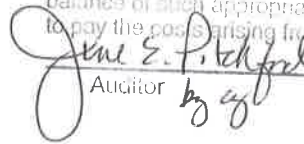
APPROVED:


Director, Boone County Resource Management

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.

Auditor



Date

12/22/21

No Encumbrance Required



Howe Company LLC

2022 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	X
Civil Engineering	X
Construction Management	
Electrical Engineering	
Geotechnical Engineering	
Lab Testing	
Mechanical Engineering	
Planning	
Structural Engineering	X
Surveying	X
Traffic	
Transportation	X
Acoustical	
Building Enclosure Consulting	
Control System Integration	
Design/Build	
Environmental	X
Forensic	
GIS	
Industrial	
Interior Design	
Landscape Architecture	
Natural Gas	
Photogrammetry	
Telecommunications	
Water Resources	X

Reviewed by: Jm



**HOURLY RATE FOR
PROFESSIONAL SERVICES
2022**

DESCRIPTON	HOURLY RATE
ENGINEER	\$120.00
PROFESSIONAL ENGINEER I	\$130.00
PROFESSIONAL ENGINEER II	\$140.00
PROFESSIONAL ENGINEER III	\$160.00
PROFESSIONAL ENGINEER IV	\$170.00
PROFESSIONAL ENGINEER V	\$180.00
PROFESSIONAL ENGINEER VI	\$190.00
STRUCTURAL ENGINEER I	\$160.00
STRUCTURAL ENGINEER II	\$170.00
STRUCTURAL ENGINEER III	\$180.00
SURVEY PARTY CHIEF II	\$140.00
SURVEY PARTY CHIEF I	\$140.00
LICENSED SURVEYOR-IN-TRAINING	\$120.00
PROFESSIONAL LAND SURVEYOR I	\$150.00
PROFESSIONAL LAND SURVEYOR II	\$150.00
ADMINISTRATIVE TECHNICIAN	\$75.00
ENGINEERING TECHNICIAN	\$90.00
ENGINEERING TECHNICIAN I	\$100.00
ENGINEERING TECHNICIAN II	\$110.00
ENGINEERING TECHNICIAN III	\$120.00
ENGINEERING TECHNICIAN IV	\$130.00
SENIOR ENGINEERING TECHNICIAN	\$150.00
CONSTRUCTION OBSERVER I	\$90.00
CONSTRUCTION OBSERVER II	\$100.00
CONSTRUCTION OBSERVER III	\$120.00
TECHNICIAN	\$70.00

Specialized services will be billed on a case-by-case basis

ALL DIRECT JOB EXPENSES AND MATERIALS OTHER THAN NORMAL OFFICE SUPPLIES
WILL BE BILLED AT ACTUAL COST PLUS 10%

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 28th day of December, 2021/2022, 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 McClure Engineering Co (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, 2022 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2022. 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.

MCCLURE ENGINEERING CO

By



Title

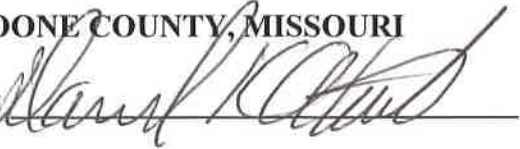
TEAM LEADER

Dated:

12/10/2021

BOONE COUNTY, MISSOURI

By



Presiding Commissioner

Dated:

12.28.2021

APPROVED AS TO FORM:


County Attorney

ATTEST:

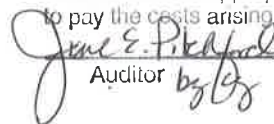

County Clerk

APPROVED:


Director, Boone County Resource Management

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.


Auditor by Date 12/22/21

No Encumbrance Required



McClure Engineering Co

2022 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	X
Civil Engineering	X
Construction Management	X
Electrical Engineering	
Geotechnical Engineering	X
Lab Testing	
Mechanical Engineering	
Planning	
Structural Engineering	X
Surveying	X
Traffic	X
Transportation	X
Acoustical	
Building Enclosure Consulting	
Control System Integration	
Design/Build	X
Environmental	X
Forensic	
GIS	X
Industrial	X
Interior Design	
Landscape Architecture	X
Natural Gas	
Photogrammetry	
Telecommunications	
Water Resources	X

Reviewed by: DM

EXHIBIT 'A'
 McCLURE ENGINEERING COMPANY
 HOURLY RATE SCHEDULE
 (Effective through December 31, 2022*)

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Principal	\$270 - \$295
Project Manager	\$185 - \$230
Senior Professional	\$185 - \$285
Professional	\$155 - \$185
Junior Professional	\$125 - \$155
Senior Technician	\$135 - \$175
Technician	\$115 - \$135
Landscape Architect	\$120 - \$155
On-Site Representative	\$115 - \$155
Client/Project Liaison	\$135 - \$185
Administrative	\$65 - \$85
3 Member Survey Crew	\$270
2 Member Survey Crew	\$200
1 Member Survey Crew	\$135

EQUIPMENT

3D Scanner per Scan	\$30.00
UAV per Flight	\$125.00
Sonar Boat	\$125.00

MISCELLANEOUS EXPENSES

Survey Vehicle Mileage	\$0.70/Mile
Automobile Mileage (at current IRS rate)	Current IRS Rate
Printing	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.)	Per Contract

*Rates are subject to change based on billing rates for future years



GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 28th day of December, 2021/2022, 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 PW Architects, Inc (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, 2022 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2022. 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.

PW ARCHITECTS, INC

By [Signature]

Title VICE - PRESIDENT

Dated: 12/7/2021

APPROVED AS TO FORM:

[Signature]
County Attorney

APPROVED:

[Signature]
Director, Boone County Resource Management

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 12.28.2021

ATTEST:

[Signature]
County Clerk

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.

[Signature] 12/22/21
Auditor by Date

No Encumbrance Required

Disciplines



PWArchitects, Inc

2022 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	X
Bridge Design	
Civil Engineering	
Construction Management	
Electrical Engineering	
Geotechnical Engineering	
Lab Testing	
Mechanical Engineering	
Planning	X
Structural Engineering	
Surveying	
Traffic	
Transportation	
Acoustical	
Building Enclosure Consulting	
Control System Integration	
Design/Build	
Environmental	
Forensic	
GIS	
Industrial	
Interior Design	X
Landscape Architecture	
Natural Gas	
Photogrammetry	
Telecommunications	
Water Resources	

*Not the kind of
planning we do.*

Reviewed by:



2120 Forum Blvd., Ste. 101
Columbia, Missouri 65203
Phone: (573) 449-2683
Fax: (573) 442-6213
www.PWAarchitects.com

PWA HOURLY RATE SCHEDULE

as of January 2022

PRINCIPAL	\$215.00
PROJECT MANAGER	\$160.00
ARCHITECT IV	\$140.00
ARCHITECT III	\$125.00
ARCHITECT II	\$110.00
ARCHITECTURAL DESIGNER	\$110.00
INTERIOR DESIGNER	\$110.00
ARCHITECT I	\$100.00
CAD TECHNICIAN	\$95.00
SR. ADMINISTRATIVE	\$80.00
ADMINISTRATIVE	\$65.00

The following expenses will be billed at our cost x 1.2: (sub)consultants, reproduction, out-of-town travel, photographs, renderings, and postage/shipping/delivery.

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 28th day of December, (2021/2022), 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 Allstate Consultants (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, 2021 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2021. 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.

GREAT RIVER ENGINEERING

By Mel Eaton

Title Principal

Dated: 12/16/2021

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 12.28.2021

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

[Signature]
County Clerk

APPROVED:

[Signature]
Director, Boone County Resource Management

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.

[Signature] 12/22/21
Auditor by by Date

No Encumbrance Required



Allstate Consultants

2022 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	✓
Construction Management	✓
Electrical Engineering	
Geotechnical Engineering	✓
Lab Testing	✓
Mechanical Engineering	
Planning	✓
Structural Engineering	✓
Surveying	✓
Traffic	✓
Transportation	✓
Acoustical	
Building Enclosure Consulting	
Control System Integration	
Design/Build	✓
Environmental	✓
Forensic	✓
GIS	✓
Industrial	
Interior Design	
Landscape Architecture	
Natural Gas	
Photogrammetry	
Telecommunications	
Water Resources	✓

Reviewed by: jm



**ALLSTATE
CONSULTANTS**

2022 Rate Schedule

<u>TITLE</u>	<u>RATE</u>
PRINCIPAL.....	\$190.00
ENGINEER III	\$160.00
ENGINEER II.....	\$150.00
ENGINEER I.....	\$130.00
WATER QUALITY SCIENTIST III	\$150.00
WATER QUALITY SCIENTIST II	\$120.00
WATER QUALITY SCIENTIST I	\$80.00
PROJECT SCIENTIST III.....	\$145.00
INVESTIGATIVE ENGINEER III	\$235.00
INVESTIGATIVE ENGINEER II.....	\$210.00
INVESTIGATIVE ENGINEER I.....	\$180.00
TECHNICIAN VI/SURVEYOR III	\$140.00
TECHNICIAN V/SURVEYOR II	\$130.00
TECHNICIAN IV/SURVEYOR I/SENIOR PROJECT MANAGER.....	\$115.00
TECHNICIAN III/ PROJECT MANAGER I.....	\$95.00
TECHNICIAN II	\$80.00
TECHNICIAN I.....	\$60.00
TECHNICIAN	\$40.00
SURVEY CREW (1 MAN).....	\$140.00
SURVEY CREW (2 MEN).....	\$170.00
SURVEY CREW (3 MEN).....	\$195.00
INVESTIGATOR IV	\$140.00
INVESTIGATOR III	\$125.00
INVESTIGATOR II.....	\$100.00
INVESTIGATOR I.....	\$80.00
EXPERT TESTIMONY II.....	\$380.00
EXPERT TESTIMONY I	\$250.00
DRILL RIG CREW (2 MEN).....	\$173.00
DRILL RIG CREW WITH GROUTER (2 MEN).....	\$194.00
GPS RECEIVERS/DRONE (PER UNIT)	\$175.00/day
TRAFFIC COUNTERS (PER UNIT).....	\$195.00/day
ATV (PER UNIT).....	\$140.00/day
MILEAGE	IRS Rate
EXPENSES (Lodging, Meals, Printing, Research, & etc.).....	Actual Cost

3312 LeMone Industrial Boulevard
Columbia, Missouri 65201
Phone: 573-875-8799
Fax: 573-875-8850

410 SE 3rd St.
Suite 103C
Lee's Summit, MO 64063
816-895-2310

30601 Highway 5
Marceline, Missouri 64658
Phone: 660-376-2941
Fax: 660-376-3492

GEOTECHNICAL AND CONSTRUCTION OBSERVATION AND TESTING SERVICES

SUBSURFACE EXPLORATION

Mobilization of Truck Mounted Drill Rig and 2-Man Crew	\$160/hour
Mobilization of ATV Mounted Drill Rig and 2-Man Crew	\$3.00/mile
Mobilization of Water Truck or Support Vehicle	\$1.25/mile
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (Truck Mounted Drill and 2-Man Crew).....	\$160/hour
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (ATV Mounted Drill and 2-Man Crew).....	Actual Cost
ATV Mounted Drill Rig Surcharge (If Any).....	Actual Cost
Specialized In-Situ Tests.....	On Request
Subcontractors, Rentals, Supplies and Dozer Assistance	Actual Cost
For Actual Cost of Sub Contracted Items	See Attached

LABORATORY TESTING SERVICES

Moisture Content	\$6.00/test
Dry Unit Weight	\$15.00/test
Unconfined Compressive Strength.....	\$35.00/test
With Stress vs. Strain Curve	\$60.00/test
Extrude Shelby Tube.....	\$10.00/each
Calibrated Penetrometer Test.....	\$4.00/test
Visual Soil Classification.....	\$5.00/test
Atterberg Limits (3 Pt. Liquid Limit).....	\$100.00/test
Sieve Analysis (with wet wash over No. 200 sieve)	\$100.00/test
Hydrometer Analysis	\$110.00/test
Combined Grain Size Analysis (Sieve and Hydrometer).....	\$220.00/test
Specific Gravity Determination	\$80.00/test
Swell Potential (1 Surcharge Pressure)	\$200.00/test
Swell Potential and Swell Pressure	\$300.00/test
Consolidation Test with e log p Curve.....	\$525.00/test
With Time vs. Deformation Plots	\$50.00/plot
Standard Proctor Test.....	\$175.00/test
Modified Proctor Test	\$250.00/test
Laboratory CBR Test (Per Specimen).....	\$250.00/test
Concrete Compressive Strength Tests.....	\$20.00/test
Capping or Trimming Irregular Ends of Concrete Cylinders	\$10.00/each
Concrete Flexural Strength Tests	\$50.00/test
Other Specialized Tests (Triaxial Shear, Direct Shear, Hydraulic Conductivity etc.).....	Actual Cost

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 28th day of December, 2021/2022, 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 Great River Engineering (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, 2022 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2022. 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.

ALLSTATE CONSULTANTS

By [Signature]

Title President

Dated: 12/14/21

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 12.28.2021

APPROVED AS TO FORM:

[Signature]

County Attorney

ATTEST:

[Signature]

County Clerk

APPROVED:

[Signature]

Director, Boone County Resource Management

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.

[Signature] 12/22/21
Auditor by by Date

No Encumbrance Required



Welcome
Angela Buckley

Company
Great River Associates, Inc.

User ID
ABUC7415

≡ MENU

Company Information

Company Name Great River Associates, Inc.	Company ID Number 174187	Doing Business As (DBA) Name Great River Engineering
DUNS Number 157299368		

Physical Location

Address 1
2826 S Ingram Mill Road

Address 2
--

City
Springfield

State
MO

Zip Code
65804

County
GREENE

Mailing Address

Address 1
--

Address 2
--

City
--

State
--

Zip Code
--

Additional Information

Employer Identification Number
431886246

Administrator
--

Total Number of Employees
20 to 99

Parent Organization
--

Organization Designation

Employer Category
None of these categories
apply

[View / Edit](#)

NAICS Code
541 - PROFESSIONAL,
SCIENTIFIC, AND
TECHNICAL SERVICES

[View / Edit](#)

Total Hiring Sites
1

[View / Edit](#)

Total Points of Contact
2

[View / Edit](#)

[View Original MOU Template](#)

[View MOU](#)



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**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Great River Associates, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 174187

Approved by:

Employer Great River Associates, Inc.	
Name (Please Type or Print) King Coltrin	Title
Signature Electronically Signed	Date 12/29/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/29/2008

Company ID Number: 174187

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Great River Associates, Inc.
Company Facility Address	2826 S Ingram Mill Road Springfield, MO 65804
Company Alternate Address	
County or Parish	GREENE
Employer Identification Number	431886246
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



Great River Engineering

2022 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	✓
Construction Management	✓
Electrical Engineering	
Geotechnical Engineering	✓
Lab Testing	
Mechanical Engineering	
Planning	✓
Structural Engineering	✓
Surveying	✓
Traffic	✓
Transportation	✓
Acoustical	
Building Enclosure Consulting	
Control System Integration	
Design/Build	✓
Environmental	
Forensic	
GIS	✓
Industrial	
Interior Design	
Landscape Architecture	✓
Natural Gas	
Photogrammetry	
Telecommunications	
Water Resources	✓

Reviewed by: dmv

**Great River Engineering
Standard Hourly Rates
Effective January 1, 2022**

Role	Hourly Rate
Engineer 0	\$70.00
Engineer 1	\$95.00
Engineer 2	\$105.00
Engineer 3	\$130.00
Engineer 4	\$145.00
Engineer 5	\$155.00
Engineer 6	\$165.00
Engineer 7	\$175.00
Engineer 8	\$190.00
Engineer 9	\$210.00
Landscape Architect & Environmental Specialist 1	\$120.00
Landscape Architect & Environmental Specialist 2	\$130.00
Geologist	\$150.00
Land Surveyor 0	\$50.00
Land Surveyor 1	\$60.00
Land Surveyor 2	\$85.00
Land Surveyor 3	\$100.00
Land Surveyor 4	\$110.00
Land Surveyor 5	\$130.00
Land Surveyor 6	\$150.00
Land Surveyor 7	\$165.00
Drone Pilot 1	\$175.00
Driller 1	\$125.00
Driller 2	\$150.00
GIS Specialist	\$90.00
Inspector 1	\$75.00
Inspector 2	\$85.00
Inspector 3	\$95.00
Inspector 4	\$110.00
Inspector 5	\$120.00
Technician 1	\$75.00
Technician 2	\$95.00
Technician 3	\$105.00
Technician 4	\$115.00
Administrative 1	\$45.00
Administrative 2	\$60.00
Administrative 3	\$75.00
Administrative 4	\$90.00
Administrative 5	\$110.00

Engineer and Client agree that Engineer may increase Standard Hourly Rates by, at a minimum, the US rate of inflation each calendar year.