

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

February Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 8<sup>th</sup> day of February 20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to move 2010 drug related overtime from the Forfeiture Fund to the General Fund:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2502	10110	Forfeiture Fund/ Treasury	Overtime		6,291.00

Done this 8<sup>th</sup> day of February, 2011.

ATTEST:

Wendy S. Noren  
 Wendy S. Noren  
 Clerk of the County Commission

Edward H. Robb

Edward H. Robb  
 Presiding Commissioner

Karen M. Miller

Karen M. Miller  
 District I Commissioner

Skip Elkin

Skip Elkin  
 District II Commissioner

2010

11-2011

# REQUEST FOR BUDGET AMENDMENT

## BOONE COUNTY, MISSOURI

12-31-10

EFFECTIVE DATE

FOR AUDITORS USE

Department					Account					Department Name	Account Name	(Use whole \$ amounts)	
												Decrease	Increase
2	5	0	2		1	0	1	1	0	Forfeiture Fnd/Treasury	Overtime		6291.00

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): To move overtime from ~~General Fund~~ to Forfeiture Fund. to General Fund. *2010 drug related*

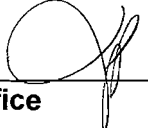


Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments:

*agenda*

*RP*  
  
 Auditor's Office

  
 PRESIDING COMMISSIONER

  
 DISTRICT I COMMISSIONER

  
 DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

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



## Salary Information

Pay Year, 2010Last Name, SHEAFirst, ERNESTMid, BRITT

Description	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total YTD
Regular wages: . . . . .	11,569.84	13,147.20	11,285.60	13,282.08	49,284.72
Overtime wages: . . . . .	1,502.16	1,292.86	1,880.82	1,614.74	6,290.58
Total gross wages: . . . . .	13,072.00	14,440.06	13,166.42	14,896.82	55,575.30
.....					
FICA soc sec tax: . . . . .	804.04	888.86	809.90	917.09	3,419.89
FICA soc sec wages: . . . . .	12,968.62	14,336.68	13,063.04	14,791.88	55,160.22
FICA medicare tax: . . . . .	188.06	207.89	189.43	214.49	799.87
FICA medicare wage: . . . . .	12,968.62	14,336.68	13,063.04	14,791.88	55,160.22
.....					
Federal tax: . . . . .	80.05	98.05	200.91	166.22	545.23
Federal wages: . . . . .	12,165.69	13,421.83	12,257.56	13,864.68	51,709.76
.....					
State tax: . . . . .	544.45	588.62	542.71	611.11	2,286.89

More...

F2=Key Screen   F3=Exit   F5=Employee   F6=Positions   F7=Deductions  
 F9=Vac/Sick   F11=Emergency Contact

## Fund Statement - Sheriff Forfeiture Fund 250 (Nonmajor)

	2009 Actual	2010 Budget	2010 Projected	2011 Budget
<b>REVENUES:</b>				
Property Taxes	\$ -	\$ -	\$ -	\$ -
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	3,382	-
Interest	626	732	722	722
Hospital Lease	-	-	-	-
Other	-	-	-	-
<b>Total Revenues</b>	<b>626</b>	<b>732</b>	<b>4,104</b>	<b>722</b>
<b>EXPENDITURES:</b>				
Personal Services	6,495	6,291	6,291	-
Materials & Supplies	-	-	-	-
Dues Travel & Training	-	5,000	908	7,100
Utilities	272	350	400	408
Vehicle Expense	1,935	2,110	2,100	2,100
Equip & Bldg Maintenance	-	-	-	-
Contractual Services	77	84	78	84
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	-	-	-	-
Fixed Asset Additions	2,900	16,868	16,868	4,500
<b>Total Expenditures</b>	<b>11,679</b>	<b>30,703</b>	<b>26,645</b>	<b>14,192</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(11,053)</b>	<b>(29,971)</b>	<b>(22,541)</b>	<b>(13,470)</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfer In	-	-	-	-
Transfer Out	(3,050)	-	-	-
Proceeds of Sale of Capital Assets/Insurance Claims/Capital Lease	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Retirement of Long-Term Debt	-	-	-	-
<b>Total Other Financing Sources (Uses)</b>	<b>(3,050)</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES (BUDGET BASIS)</b>	<b>(14,103)</b>	<b>(29,971)</b>	<b>(22,541)</b>	<b>(13,470)</b>
<b>FUND BALANCE (GAAP), beginning of year</b>	<b>112,036</b>	<b>97,933</b>	<b>97,933</b>	<b>75,392</b>
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year	-	-	-	-
<b>FUND BALANCE (GAAP), end of year</b>	<b>\$ 97,933</b>	<b>\$ 67,962</b>	<b>\$ 75,392</b>	<b>\$ 61,922</b>
<b>FUND BALANCE RESERVES AND DESIGNATIONS, end of year</b>				
Reserved:				
Loan Receivable (Street NIDS/Levy District)	\$ -	\$ -	\$ -	\$ -
Prepaid Items/Security Deposits/Other Reserves	-	-	-	-
Debt Service/Restricted Assets	-	-	-	-
Prior Year Encumbrances	-	-	-	-
Designated:				
Capital Project and Other	-	-	-	-
<b>Total Fund Balance Reserves and Designations, end of year</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>FUND BALANCE, end of year</b>	<b>97,933</b>	<b>67,962</b>	<b>75,392</b>	<b>61,922</b>
<b>FUND BALANCE RESERVES/DESIGNATIONS, end of year</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>UNRESERVED/UNDESIGNATED FUND BALANCE, end of year</b>	<b>\$ 97,933</b>	<b>\$ 67,962</b>	<b>\$ 75,392</b>	<b>\$ 61,922</b>

1/24/2011

FY 2010  
 Budget Amendments/Revisions  
 Sheriff Forfeiture Dept of Treasury (2502)

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	2/11/2010	2500	48050	Forfeiture Fund	Cellular Telephone		350	Separate Justice from Treasury Dept Foreiture Funds	
		2500	59000	Forfeiture Fund	Gasoline		1,400		
		2500	71600	Forfeiture Fund	Equipment Lease/Met		84		
		2500	92400	Forfeiture Fund	Repl Auto/Truck		4,500		
		2501	59000	Forfeiture Fund Dept of Justice	Gasoline	1,400			
		2502	48050	Forfeiture Fund Dept of Treasury	Cellular Telephone	350			
		2502	71600	Forfeiture Fund Dept of Treasury	Equipment Lease/Met	84			
		2502	92400	Forfeiture Fund Dept of Treasury	Repl Auto/Truck	4,500			
		2	2/11/2010	2500	3711	Forfeiture Fund	Int-Overnight		
2500	3712			Forfeiture Fund	Int-Long Term Invest		504		
2500	3798			Forfeiture Fund	Inc/Dec in FV of Inv		192		
2502	3711			Forfeiture Fund Dept of Justice	Int-Overnight	20			
2501	3711			Forfeiture Fund Dept of Treasury	Int-Overnight	16			
2502	3712			Forfeiture Fund Dept of Justice	Int-Long Term Invest	277			
2501	3712			Forfeiture Fund Dept of Treasury	Int-Long Term Invest	227			
2502	3798			Forfeiture Fund Dept of Justice	Inc/Dec in FV of Inv	106			
2501	3798			Forfeiture Fund Dept of Treasury	Inc/Dec in FV of Inv	86			
3	2/11/2010	2501	37220	Forfeiture Fund Dept of Justice	Travel	1,006		Establish Budget for Site visits for Records & Jail Management systems, and License Plate Reader research	
		2502	37235	Forfeiture Fund Dept of Treasury	Meals & Lodging	3,894			
		2501	37200	Forfeiture Fund Dept of Justice	Seminar/Conf	100			
4	7/1/2010	2502	91200	Forfeiture Fund Dept of Treasury	Building/Improvement	5,977		establish expenditure for shed at Sheriff Department	
5	11/22/2010	2502	37235	Forfeiture Fund-Dept of Treasury	Meals & Lodging		50	cover projected cost of drug use cellular phones	
			48050	Forfeiture Fund-Dept of Treasury	Cellular Telephones	50			
6	1/24/2011	2502	10110	Forfeiture Fund-Dept of Treasury	Overtime	6,291		budget drug related overtime for 2010 to be moved from GF	

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 8<sup>th</sup> day of February 20 11

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 consultant agreements:

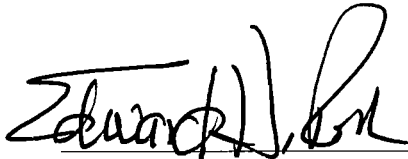
- a. CM Engineering
- b. Olsson Associates

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

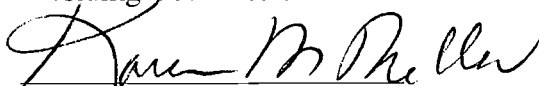
Done this 8<sup>th</sup> day of February, 2011.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission



Edward H. Robb  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 8 day of Feb, 2011, 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 CM 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. **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:

1.1 **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.



1.2 **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.

1.3 **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.

1.4 **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 Public Works, 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.

2. **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 Public Works 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.

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

4. **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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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 Public Works 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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

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

CM ENGINEERING

By



Title


Principal

Dated:

01/21/2011

BOONE COUNTY, MISSOURI

By



Presiding Commissioner

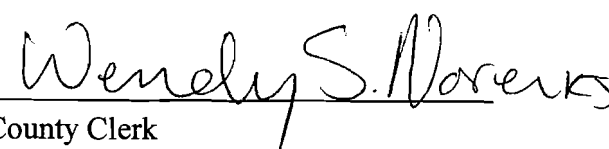
Dated:

2.8.11

APPROVED AS TO FORM:

  
County Attorney

ATTEST:

  
County Clerk

APPROVED:

  
Director, Boone County Public Works

*June E. Pritchford by KP 2/3/11  
term & supply  
no encumbrance required*

WORK AUTHORIZATION CERTIFICATION  
PURSUANT TO 285.530 RSMo  
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of Boone )  
 )ss  
State of MO )

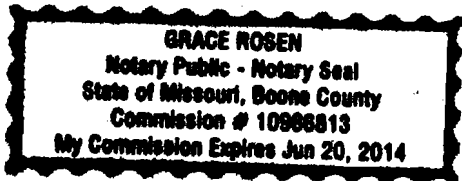
My name is Kirk Mescher. I am an authorized agent of \_\_\_\_\_  
CM Engineering, Inc (Consultant). This business is enrolled and participates in a federal work  
authorization program for all employees working in connection with services provided to the  
County. This business does not knowingly employ any person that is an unauthorized alien in  
connection with the services being provided. Documentation of participation in a federal work  
authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in  
writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter  
be in violation and submit a sworn affidavit under penalty of perjury that all employees are  
lawfully present in the United States.

[Signature] 1/21/2011  
Affiant Kirk Mescher Date  
GRACE ROSEN  
Printed Name

Subscribed and sworn to before me this 21 day of January, 2011.

[Signature]  
Notary Public





## *2011 HOURLY FEES*

---

Principal Engineer.....	\$140.00/hour
Project Manager.....	\$ 100.00/hour
Staff Engineer.....	\$ 90.00/hour
Designer.....	\$ 65.00/hour
Drafter.....	\$ 55.00/hour
Clerical/Administrative.....	\$ 40.00/hour

Reimbursable Expenses are Billed at Cost plus 10%

700 Cherry Street  
Suite C  
Columbia  
Missouri  
65201-4822

Ph. - 573 / 874-9455  
Fax - 573 / 874-9474  
[www.cmeng.com](http://www.cmeng.com)

*"Bright Solutions in Engineering"*

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 8<sup>th</sup> day of Feb 2011, 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 Olsson Associates (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. **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:

1.1 **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.



1.2 **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.

1.3 **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.

1.4 **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 Public Works, 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.

2. **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 Public Works 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.

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

4. **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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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 Public Works 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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

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

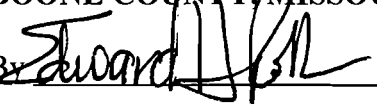
**OLSSON ASSOCIATES**

By 

Title SENIOR PROJECT ENGINEER

Dated: 1-13-11

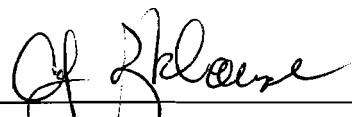
**BOONE COUNTY, MISSOURI**

By 


Presiding Commissioner

Dated: 2-8-11

APPROVED AS TO FORM:

  
County Attorney

ATTEST:

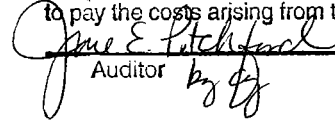

  
County Clerk

APPROVED:

  
Director, Boone County Public Works

**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 1/25/11 No Encumbrance Required

WORK AUTHORIZATION CERTIFICATION  
PURSUANT TO 285.530 RSMo  
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of Johnson )  
 )ss  
State of Kansas )

My name is Jamie Fain. I am an authorized agent of \_\_\_\_\_  
Olsson (Consultant). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

J. Fain \_\_\_\_\_ 1-13-11  
Affiant Date

JAMES FAIN  
Printed Name

Subscribed and sworn to before me this 14 day of January, 2011.

Angie Przybylo  
Notary Public



## 2011 Billing Rates (per hour)

<u>Category</u>	<u>Description</u>	<u>Billing Rate</u>
4	President	361.00
101	Team Leader	184.00
102	Group Leader	161.00
103	Client Manager	156.00
104	Senior Engineer	164.00
105	Senior Project Engineer	142.00
106	Project Engineer	123.00
107	Associate Engineer	100.00
108	Assistant Engineer	87.00
109	Student Engineer	52.00
125	Senior Landscape Architect	135.00
126	Senior Project Landscape Architect	118.00
128	Project Landscape Architect	103.00
129	Associate Landscape Architect	82.00
130	Assistant Landscape Architect	69.00
149	Senior Planner	135.00
150	Senior Project Planner	118.00
151	Project Planner	98.00
152	Assistant Planner	68.00
153	Associate Planner	79.00
175	Senior Scientist	139.00
176	Senior Project Scientist	120.00
177	Project Scientist	96.00
178	Associate Scientist	81.00
179	Assistant Scientist	69.00
200	Senior Surveyor	101.00
201	Surveyor	83.00
202	Associate Surveyor	68.00
203	Assistant Surveyor	51.00
206	Survey Support Crew	0.00
225	Technical Manager	116.00
226	Design Associate	100.00
227	Design Technician	81.00
228	Senior Technician	73.00
229	Associate Technician	62.00
230	Assistant Technician	52.00
231	Student Technician - Level 1	40.00
232	Student Technician - Level 2	52.00
233	Student Technician - Level 3	61.00
260	Senior Construction Services	148.00
261	Senior Project Construction Services	130.00
262	Project Construction Services	112.00
263	Associate Construction Services	97.00
264	Assistant Construction Services	81.00
266	Lab Tech Support	0.00
561	T2 Drilling Crew	145.00
562	T2 Drilling Crew Support	0.00
27	Business Development Leader	154.00
28	Business Development Consultant	84.00
29	Business Operations Manager	197.00
31	Facilitation Specialist	125.00
32	Administrative Area Leader	132.00
33	Administrative Manager	100.00

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 20 11

County of Boone

In the County Commission of said county, on the

8<sup>th</sup>

day of February

20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the contract between the Community Garden Coalition and Boone County, Missouri, for Community Gardens. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 8<sup>th</sup> day of February, 2011.

ATTEST:

*Wendy S. Noren*

Wendy S. Noren  
Clerk of the County Commission

*Edward H. Robb*

Edward H. Robb  
Presiding Commissioner

*Karen M. Miller*

Karen M. Miller  
District I Commissioner

*Skip Elkin*

Skip Elkin  
District II Commissioner



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 8<sup>th</sup> day of February 20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the contract between the Voluntary Action Center and Boone County, Missouri, for Family Assistance and Emergency Services. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 8<sup>th</sup> day of February, 2011.

ATTEST:

Wendy S. Norens  
Wendy S. Noren  
Clerk of the County Commission

Edward H. Robb

Edward H. Robb  
Presiding Commissioner

Karen M. Miller

Karen M. Miller  
District I Commissioner

Skip Elkin

Skip Elkin  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 8<sup>th</sup> day of February 20 11

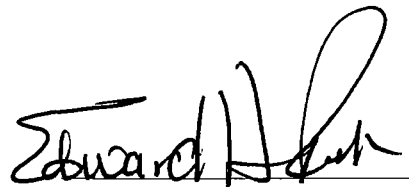
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the contract between Mid-Missouri Legal Services Corporation and Boone County, Missouri, for the Break the Cycle of Violence program. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

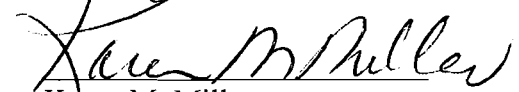
Done this 8<sup>th</sup> day of February, 2011.

ATTEST:

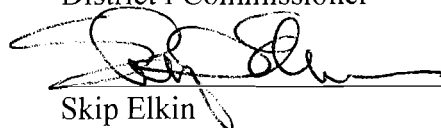
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Edward H. Robb  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

February Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 8<sup>th</sup> day of February 20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the contract between The Food Bank for Central and Northeast Missouri and Boone County, Missouri, for Central Pantry. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 8<sup>th</sup> day of February, 2011.

ATTEST:

Wendy S. Noreh  
 Wendy S. Noreh  
 Clerk of the County Commission

Edward H. Robb

Edward H. Robb  
 Presiding Commissioner

Karen M. Miller

Karen M. Miller  
 District I Commissioner

Skip Elkin

Skip Elkin  
 District II Commissioner