# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20

18

**County of Boone** 

In the County Commission of said county, on the

1st

day of

March

20 18

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

Now on this day the County Commission of the County of Boone does hereby accept this order amending Commission Order 108-2018, correcting the contract number to 127-123116SS. Contract number was stated incorrectly as 127-123117SS.

Done this 1st day of March, 2018.

ATTEST:

Taylor W. Burks

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

District I Commissioner

Sanet M. Thompson

District II Commissioner

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI
County of Boone

March Session of the January Adjourned

Term. 20

18

In the County Commission of said county, on the

1st

day of March

20 18

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 Agreements for Batterers' Intervention Program between the 13<sup>th</sup> Judicial Circuit court and the following:

- TMT Consulting
- Family Counseling Center of Missouri, Inc.

The terms of the Agreements are stipulated in the attached Agreements. It is further ordered the Presiding Commissioner is hereby authorized to sign said Batterers' Intervention Program Agreements.

Done this 1st day of March, 2018.

ATTEST:

Toylor W. Burke

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Fred J. Parry

District I Commissioner

Janet M. Thompson

District II Commissioner

### AGREEMENT FOR BATTERERS' INTERVENTION PROGRAM

THIS AGREEMENT, entered into by and between the 13<sup>th</sup> Judicial Circuit Court (the Court) and the Family Counseling Center of Missouri, Inc. (FCC).

WHEREAS, the Court has developed a program for criminal cases involving domestic violence; and

WHEREAS, the Court desires to provide financial assistance to low-income defendants to enable them to participate in a batterers' intervention program; and

WHEREAS, the Court currently receives STOP grant funding for such a program for the calendar 2018; and

WHEREAS, the MEND (Men Exploring Non-violent Directions) program provided by FCC is the only batterers' intervention program within the 13<sup>th</sup> Judicial Circuit.

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

- A. FCC will make its batterers' intervention program available to individuals referred by court on the following basis:
  - 1. FCC will attempt to obtain initial information from a referred individual while the individual is in court at the time of referral.
  - 2. FCC will conduct two intake/orientation sessions per month so that individuals are enrolled in MEND within 30 days of the court referral.
  - 3. FCC will charge each court-referred individual for treatment sessions based on a sliding scale, according to the individual's family income.
- B. FCC will report to the Court as follows:
  - 1. Once per week FCC will provide a list of individuals attending the MEND program which shows the following information:
    - a. Case number
    - b. Name
    - c. Date of intake
    - d. Classes attended
    - e. Comments regarding attendance
  - 2. No later than the 5<sup>th</sup> of each month FCC will provide to the Court a bill that lists all clients referred by the Court, the amount they paid, and the amount being billed to the Court.

- C. The Court will pay FCC for its services based on the following assumptions:
  - 1. The monthly payment will be based on the following formula: (total number of sessions attended by eligible defendants multiplied by \$40) minus the amount collected from defendants.
  - 2. The total cost of the 27-week MEND program is \$1,100 ((\$40 multiplied by 27 classes) plus \$20 for intake).
  - 3. The maximum amount the Court will pay per person is \$830 (\$1,100 minus mandatory contribution of \$270 (\$10 per class)).
- D. The maximum amount of contractual services for 2018 is \$70,750. The amount is subject to change based on availability of funds.
- E. Enrollment in MEND will be open-ended, with referred men beginning at the time of the first group vacancy following referral and continuing until 27 weeks of programming have been completed. Group sessions will be two hours long and will be held at a variety of times to reasonably accommodate clients.
- F. Groups will be facilitated by Licensed Professional Counselors, Licensed Clinical Social Workers, or other counselors under the supervision of licensed staff. The program will be supervised by Ted Solomon, M.S., Licensed Professional Counselor on the contract and Quillen Reivich, MEND Coordinator for FCC. All facilitators and others involved in the execution of the MEND program shall be employees of FCC, not of the Court.
- G. Services will be provided at FCC's Columbia Outpatient Clinic at 117 N. Garth Street, Fulton Outpatient Clinic at 2625 Fairway Drive and Jefferson City Outpatient Clinic at 204 Metro Drive. All facilities are ADA accessible and accessible via public transportation.
- H. FCC will document the progress of individuals referred to the MEND program, and will report to the Court information regarding success or failure of referred individuals in completing the program.
- I. FCC will maintain comprehensive liability insurance in the minimum amount of \$1,000,000 (premises and professional liability).
- J. FCC will cooperate with the Court in conducting surveys of referred individuals regarding program quality, its ability to meet the needs of the referred individuals, and recidivism. FCC and the Court will share statistical information regarding program success.
- K. FCC will accommodate any non-English speaking defendants and be responsible for any associated costs.

- L. All obligations of the Court under this Agreement which require the expenditure of funds are conditional upon availability of funds appropriated for that purpose.
- M. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.
- N. As a condition for the award of this contract in order to comply with the provisions of Sec. 285.530, RSMo, FCC shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A Work Certification Affidavit is attached hereto and made a part hereof.
- O. The agreement shall terminate on December 31, 2018, if not earlier terminated by the parties as set forth above.

IN WITNESS WHEREOF, the parties set their hands on the date(s) below:

By: Wally of an
DATED: 3\1\1\1\1\1\1\1\1\1\1\1\1\1\1\1\1\1\1\1
<b>V</b> 1
Family Counseling Center of Missouri, Inc.
By: Q RIP
DATED: 2/20/2018
APPROVED AND ACCEPTED FOR DOCUMENTATION AND AUDITING PURPOSES:
ALL ROVED AND ACCELLED FOR DOCUMENTATION AND AUDITING LURI OSES.
DOONE COUNTRY MICCOURT A
BOONE COUNTY, MISSOURI
By: Boone County Commission / ATTEST:
Wan ( Chord ) when W. Duchon
Dan Atwill, Presiding Commissioner Taylor W. Burks County Clerk
APPROVED AS TO FORM:
( of & 12 opport
CID 11 Control
CJ Dykhquse.) County Counselor

### **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 result in a measurable county obligation at this time.)

Signature Date Appropriation Account/Amount

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

County of Boone

state of		
My name is _ Chillen Reivich . I	am an authorized agent of	the Family
Counseling Center of Missouri, Inc. 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	g on this contract shall affir	matively 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		ill employees are
lawfully present in the United States.		
	Fiant  Quillen Reivick  inted Name	2/20/201 <sup>4</sup> Date
Subscribed and sworn to before me this 20th da	Townerse M Dy Notary Public	<u>.</u>
LAWRENCE M. DUGGAN Notary Public - Notary Seal STATE OF MISSOURI County of Boone Sy Commission Expires 3/02/2018 Commission # 14935962	DUGGAN Helery Seel 10 1000URI 10000 Prot 3/02/2018	

### AGREEMENT FOR BATTERERS' INTERVENTION PROGRAM

THIS AGREEMENT, entered into by and between the 13th Judicial Circuit Court (the Court) and TMT Consulting

WHEREAS, the Court has developed a program for criminal cases involving domestic violence; and

WHEREAS, the Court desires to provide financial assistance to low-income defendants to enable them to participate in a batterers' intervention program; and

WHEREAS, the Court currently receives STOP grant funding for such a program for the calendar 2018; and

WHEREAS, the BIP EMBRACE (for men) and EMBRACE U (for women) programs provided by TMT Consulting is a batterers' intervention program within the 13<sup>th</sup> Judicial Circuit offering services for both men and women.

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

- A. TMT Consulting will make its batterers' intervention program available to individuals referred by court on the following basis:
  - 1. TMT Consulting will attempt to obtain initial information from a referred individual while the individual is in court at the time of referral.
  - 2. TMT Consulting will conduct two intake/orientation sessions per month so that individuals are enrolled in BIP EMBRACE or EMBRACE U within 30 days of the court referral.
  - TMT Consulting will charge each court-referred individual for treatment sessions based on a sliding scale, according to the individual's family income.
- B. TMT Consulting will report to the Court as follows:
  - 1. Once per week TMT Consulting will provide a list of individuals attending the BIP EMBRACE OR EMBRACE U program which shows the following information:
    - a. Case number
    - b. Name
    - c. Date of intake
    - d. Classes attended
    - e. Comments regarding attendance

- 2. No later than the 5<sup>th</sup> of each month TMT Consulting will provide to the Court a bill that lists all clients referred by the Court, the amount they paid, and the amount being billed to the Court.
- C. The Court will pay TMT Consulting for its services based on the following assumptions:
  - 1. The monthly payment will be based on the following formula: total number of sessions attended by eligible defendants multiplied by \$35 minus the amount collected from defendants.
  - 2. The total cost of the 27-week BIP Embrace/Embrace U program is \$1120.00 ((\$40 multiplied by 28 classes) including orientation).
  - 3. The maximum amount the Court will pay per person is \$ 840 (\$ 1120 minus mandatory contribution of \$280 (\$10 per class)).
- D. The maximum amount of contractual services for 2018 is 27,518.70. The amount is subject to change based on availability of funds.
- E. Enrollment in BIP EMBRACE or EMBRACE U, will be open-ended, with referred participants beginning at the time of the first group vacancy following referral and continuing until 27 weeks of programming have been completed. Group sessions will be two hours long and will be held at a variety of times to reasonably accommodate clients.
- F. The program will be supervised by Tasca Tolson who is the owner of TMT Consulting. All facilitators and others involved in the execution of the BIP EMBRACE/EMBRACE U programs shall be employees of TMT Consulting, not of the Court.
- G. Services will be provided at TMT Consulting located at Parkade Center (lower level) 601 Business Loop 70 Suite 110, Columbia MO 6520. All facilities are ADA accessible and accessible via public transportation.
- H. TMT Consulting will document the progress of individuals referred to the BIP EMBRACE or EMBRACE U program, and will report to the Court information regarding success or failure of referred individuals in completing the program.
- I. TMT Consulting will maintain comprehensive liability insurance in the minimum amount of \$1,000,000 (premises and professional liability).
- J. TMT Consulting will cooperate with the Court in conducting surveys of referred individuals regarding program quality, its ability to meet the needs of the referred individuals, and recidivism. TMT Consulting and the Court will share statistical information regarding program success.

- K. TMT Consulting will accommodate any non-English speaking defendants and be responsible for any associated costs.
- L. All obligations of the Court under this Agreement which require the expenditure of funds are conditional upon availability of funds appropriated for that purpose.
- M. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.
- As a condition for the award of this contract in order to comply with the N. provisions of Sec. 285.530, RSMo, TMT Consulting shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A Work Certification Affidavit is attached hereto and made a part hereof.
- O. The agreement shall terminate on December 31, 2018, if not earlier terminated by the parties as set forth above.

IN WITNESS WHEREOF, the parties set their hands on the date(s) below:

13th Judicial Circuit .
By: 100 200
DATED: OAIANIS
TMT-Consulting By: DATED:

APPROVED AND ACCEPTED FOR DOCUMENTATION AND AUDITING PURPOSES:

BOOKE COUNTY, MESSOCIA
By: Boone County Commission
W All
Lan Come
Dan Atwill Presiding Commissioner

ROONE COUNTY MISSOURI

APPROVED AS TO FORM:

chouse, County Counselor

### **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 result in a measurable county obligation at this time.)

June Pitchford by Ha 2-21-18 - No Encumbrance Required
Signature Date Appropriation Account/Amount

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

County of Boone ) )ss
State of Missouri )
My name is <u>Tasca Tolson</u> . I am an authorized agent of the
TMT Consulting. 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.
Affiant Date  Tasca M. Tolson  Printed Name
Subscribed and sworn to before me this ZO day of Chricary, 20 18.  Butters M. Hothers  Notary Public

BRITTINY M. HOPKINS
Notary Public - Notary Seal
STATE OF MISSOURI
County of Boone
My Commission Expires 1/07/2022
Commission # 18066923

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20

**County of Boone** 

ea.

In the County Commission of said county, on the

1st

day of

March

20 18

18

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 General Consultant Services Agreement with A Civil Group.

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

Done this 1st day of March, 2018.

ATTEST

Tav**lø**r W. Burks

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Fred J. Parry

District I Commissioner

Janet M. Thompson

District II Commissioner

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this day of work, 2018, 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 A Civil Group (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, 2018 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2018. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.
- Services As authorized by the Owner in writing, the Consultant shall provide 2. 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.
- 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.

- **Termination** The Owner may and reserves the right to terminate this agreement 11. 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.

By an Cassiann	BOONE COUNTY, MISSOURI  By Archive County (Missouri)  Presiding Commissioner
Title CHICF OPENATING MENUBER	
Dated:	Dated: 3-1-18
APPROVED AS TO FORM:  County Attorney	ATTEST:  Taylor W. Bucksy  County Clerk
APPROVED:	
Director, Boone County Resource Management	

## WORK AUTHORIZATION CERTIFICATION PURSUANT TO 285,530 RSMo (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of 300NE )		
State of MISSOURT )		
My name is IN GEBHARDT. I am an authorized agent of A CIVIL		
(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.		
Affiant Date  JAY GEBHAZOT  Printed Name		
Subscribed and sworn to before me this 7th day of February, 2018.  Notary Public		
SPENCER HASKAMP Notary Public - Notary Seal State of Missouri County of Boone My Commission Expires July 11, 2019 Commission #15116674		



# A Civil Group 2018 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	1
Construction Management	
Electrical Engineering	
Geotechnical Engineering	
Lab Testing	
Mechanical Engineering	
Planning	✓
Structural Engineering	
Surveying	<b>√</b>
Traffic	
Transportation	<u> </u>
Acoustical	
Building Enclosure Consulting	
Control System Integration	
Design/Build	
Environmental	
Forensic	
GIS	
Industrial	
Interior Design	
Landscape Architecture	:
Natural Gas	· w
Photogrammetry	
Telecommunications	
Water Resources	

Reviewed by:  $\int \mathcal{M}$ 



## FEE SCHEDULE 2018

ENGINEER I	\$ 135 / HOUR
ENGINEER II	\$ 130 / HOUR
ENGINEER III	\$ 125 / HOUR
ENGINEER IV	\$ 110 / HOUR
DESIGNER	\$115 / HOUR
SURVEYOR I	\$ 100 / HOUR
SURVEYOR II	\$ 85 / HOUR
SURVEYOR III	\$ 75 / HOUR
DESIGN TECHNICIAN I	\$ 95 / HOUR
DESIGN TECHNICIAN II	\$ 90 / HOUR
DESIGN TECHNICIAN III	\$ 80 / HOUR
1-MAN FIELD CREW	\$ 130 / HOUR
2-MAN FIELD CREW	\$ 150 / HOUR

CLERICAL \$65 /HOUR

OUTSIDE COPIES ACTUAL EXPENSE

## OFFICE COPIES

LARGE COPIES	\$3.00-\$5.00/EACH
BLACK AND WHITE COPIES	\$0.50/EACH
COLOR COPIES	\$1.00/EACH

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