

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of January Adjourned

Term 25 20

County of Boone

In the County Commission of said county, on the

6th

day of March


20 25

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

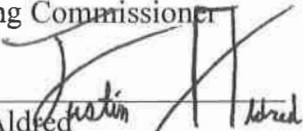
Now on this day, the County Commission of the County of Boone does hereby enter into the record a Proclamation recognizing March 2-8, 2025, as Missouri Farm Bureau Celebrate Agriculture: Thank a Farmer Week.

Done this 6<sup>th</sup> day of March 2025.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

113 -2025

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STATE OF MISSOURI

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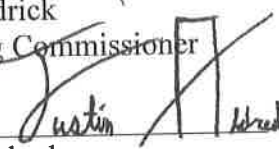
Now on this day, the County Commission of the County of Boone, does hereby authorize the request to convert position 990, Radio Technician II (class code 409101, Range 39), from one (1) full-time, benefited position budgeted at 2,080 hours to one (1) part-time, benefited position to be budgeted at 1,560 hours per year.

Done this 6<sup>th</sup> day of March 2025.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

114-2025

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STATE OF MISSOURI }  
County of Boone } ea.

March Session of January Adjourned

Term 25  
2025

In the County Commission of said county, on the 6th day of March 20 25


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

Now on this day, the County Commission of the County of Boone does hereby approve the attached K-9 Basic Training Agreement between Boone County and the Chariton County Sheriff.

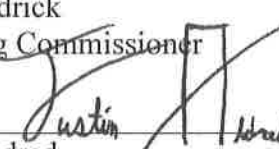
The terms of the Agreement are set out in the attached and the Presiding Commissioner is authorized to sign said Agreement.


Done this 6<sup>th</sup> day of March 2025.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

**COOPERATIVE AGREEMENT  
FOR K-9 BASIC TRAINING SERVICES**

THIS AGREEMENT dated the 10<sup>th</sup> day of March, 2025, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and the Chariton County Sheriff's Department (Agency):

**WHEREAS**, BCSO can provide K-9 basic training through its certified K-9 training staff; and

**WHEREAS**, BCSO can assist Agency in selecting a canine for purchase from an approved vendor to receive the training; and

**WHEREAS**, Agency desires to procure a canine to receive training from a vendor approved by County and train one of Agency's officers as that canine's handler through the BCSO's K-9 basic training program; and

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

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

1. **ASSISTANCE WITH PROCUREMENT OF CANINE.** County's K-9 trainer will provide advice on the selection of an appropriate canine from a vendor approved by County. The approved vendor will provide a minimum of a 6-month trainability guarantee and a 1-year health guarantee on a purchased canine that will run to the benefit of Agency. County will provide Agency with information about approved vendors.
2. **TRAINING.** BCSO agrees to provide Agency's K-9 handler and canine basic training by and through BCSO's certified staff. Training areas will include obedience, tracking, area search, article search, building search, and narcotics detection with respect to cocaine, heroin, and methamphetamines. The training shall consist of not less than forty (40) sessions, with each session consisting of approximately one, 8-hour day. The training will be conducted over a period of eight (8) weeks, Monday – Friday, in regularly-scheduled sessions during that 8-week period. Agency will receive a certificate documenting successful completion of the BCSO's program if the K-9 team meets the standards and requirements of the Missouri Police Canine Association at the conclusion of the training contemplated herein.
3. **EMPLOYED STATUS OF K-9 HANDLER.** Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.
4. **CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of Four Thousand Dollars (\$4,000.00) for the training contemplated herein, calculated at a rate of \$100.00/session. Agency may pay the full amount upon execution of this contract or, at Agency's option, Agency shall pay one-half, or \$2,000.00, upon execution of this contract and the remaining one-half, or \$2,000.00, after twenty (20) sessions have been completed.
5. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence on or about the 24<sup>th</sup> day of February, 2025, and sessions will proceed consecutively, Monday –



Friday, for a period of eight (8) weeks as scheduled by County. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate. Upon termination for convenience by either party, the parties will reconcile the payments paid and/or due based on the number of sessions attended at the rate of \$100.00 per session (with each session being approximately one, 8-hour day).

6. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.
7. **FUTURE COOPERATION.** The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.
8. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.
9. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

**AGENCY**

By: \_\_\_\_\_

Printed Name:

*Evan Enmerich, Presiding Commissioner*

Attest: \_\_\_\_\_

*Mitz Schlackmann*  
Co clk

**BOONE COUNTY, MISSOURI**

By: \_\_\_\_\_

*Kip Kendrick*  
Kip Kendrick, Presiding Commissioner

Attest: \_\_\_\_\_

*Brianna L. Lennon*  
Brianna L. Lennon, County Clerk

Approved: \_\_\_\_\_

*Dwayne Carey*  
Dwayne Carey, Sheriff

Approved as to legal form: \_\_\_\_\_

*CJ Dykhouse*  
CJ Dykhouse, County Counselor

Acknowledged for Budgeting Purposes:

*Kyle Rieman by A.N. @*  
Kyle Rieman, Auditor

Exhibit "A"

**INFORMED CONSENT WAIVER AND RELEASE**

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

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

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

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

**Signature of Participant/Date**



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**Printed Name of Participant**



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115-2025

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STATE OF MISSOURI

March Session of January Adjourned

Term 25 20

County of Boone

} ea.

In the County Commission of said county, on the

6th

day of March


20 25

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


Now on this day, the County Commission of the County of Boone does hereby approve the Boone County Sheriff's Office to purchase a RADAR Trailer.

Done this 6<sup>th</sup> day of March 2025.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner



## **BOONE COUNTY SHERIFF'S OFFICE**

2121 County Drive Columbia, Missouri 65202-9051  
DWAYNE CAREY, Sheriff Phone (573)875-1111 Fax (573)874-8953

**DATE:** 02/26/2025  
**TO:** Boone County Commission  
**FROM:** Captain Brian Leer  
**RE:** Requesting Permission to Purchase RADAR Trailer

On 10/08/2024, the Boone County Commission approved Boone County Sheriff's application for grant funding through the Boone Electric Community Trust. In January, we were advised the Boone Electric Community Trust reviewed the application and decided to award the Boone County Sheriff's Office \$5,000.00 to put toward the purchase of a new RADAR trailer. We then received a check from the Boone Electric Community Trust in the amount of \$5,000.00. We are requesting permission to accept this \$5,000.00 award at this time.

Additionally, the Boone County Sheriff's Office has identified approved funding in the 2025 budget (1251/Class 2) that was budgeted for the purchase of in-car computer docking stations but will not be needed for that purchase in 2025. The excess budgeted funding is enough to make up the difference between the \$5,000.00 award and the quoted cost of a new RADAR trailer, which is \$13,165.00.

If Commission approval is granted to purchase the RADAR trailer, the Boone County Sheriff's Office will submit a budget amendment request to accept/deposit the \$5,000.00 check from Boone Electric Community Trust into a revenue account and set up a corresponding expense account. Additionally, we will submit a budget revision request to move the unneeded approved 2025 funding from 1251/Class 2 to 1253/Class 9.

Thank you for your consideration with this request for permission to purchase a new RADAR trailer.

116 -2025

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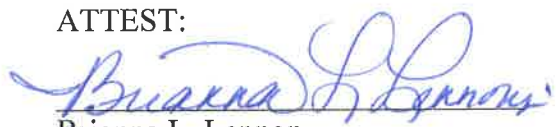
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached School Resource Officer Agreement between Boone County and Harrisburg R-VIII School District.

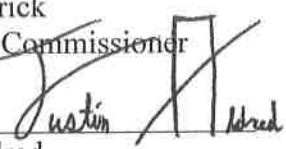
The terms of the Agreement are set out in the attached and the Presiding Commissioner is authorized to sign said Agreement.


Done this 6<sup>th</sup> day of March 2025.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

## **SCHOOL RESOURCE OFFICER AGREEMENT**

THIS AGREEMENT is entered into by and between **Harrisburg R-VIII Schools**, a political subdivision of the State of Missouri, herein "School District," and **Boone County, Missouri**, a political subdivision of the State of Missouri, herein "Boone County."

WHEREAS, the Boone County Sheriff's Office (BCSO) has a long-standing commitment to the development of trusting relationships between law enforcement and the faculty, staff, and students of schools within Boone County; and

WHEREAS, BCSO wishes to continue to provide services to School District in the form of School Resource Officers in their respective schools; and

WHEREAS, School District has agreed to provide a reimbursement to County for the costs of said services at the rate of Twenty-Five Percent (25%) of the base salary of a deputy sheriff; and

WHEREAS, for the academic year 2024-2025, the contemplated Twenty-Five Percent (25%) reimbursement would total Twenty Thousand One Hundred Fifty-Nine Dollars and Eighty-Nine Cents (\$20,159.89), payable on or before May 1, 2025; and

WHEREAS, the parties have the authority to enter into this cooperative agreement pursuant to RSMo Sec. 70.220 for the purposes herein stated;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements in this document, Boone County, by and through the Boone County Sheriff, and the School District, agree as follows:

1. **SCHOOL RESOURCE OFFICERS.** County will provide a Missouri POST commissioned/licensed law enforcement officer at the School District's High School during the regular school year to provide law enforcement services. School Resource Officers (SROs) shall remain under the operational control and supervision of the Boone County Sheriff and shall be provided County-issued law enforcement equipment for the performance of duties pursuant to this Agreement. School District shall provide access to School District's facilities as mutually-agreed by the parties which shall include a dedicated work space for the SRO.
2. **PAYMENT.** School District shall pay County Twenty Thousand One Hundred Fifty-Nine Dollars and Eighty-Nine Cents (\$20,159.89) on or before May 1, 2025, as a partial



reimbursement for the SRO services contemplated herein for the term of this Agreement. The parties shall renegotiate the payment due for any renewal of this Agreement based on the figure determined by a calculation of 25% of a deputy sheriff's base salary for that renewal term.

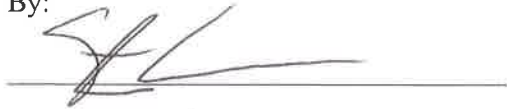
3. **TERM.** This Agreement shall remain in full force and effect through the regular 2024-2025 academic year, or until June 30, 2025, whichever first occurs.
4. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
5. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of School District and Boone County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
6. **RECORDS.** Each party shall be the custodian of any records generated by that party pursuant to this agreement. Said records shall be retained by the respective agency in accordance with applicable law.
7. **LIABILITY.** Each party shall be responsible for all claims, damages, and losses sustained or alleged to be caused by its own personnel in accordance with applicable law.
8. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
9. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
10. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
11. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in a writing signed by the parties hereto.

12. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

**HARRISBURG R-VIII  
SCHOOL DISTRICT**

By:



Dated:

1/6/23

ATTEST:



**BOONE COUNTY, MISSOURI**

By:



Kip Kendrick, Presiding Commissioner

Dated:

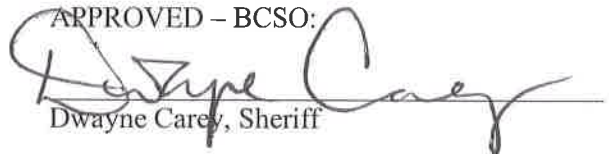
3/6/2025

ATTEST:



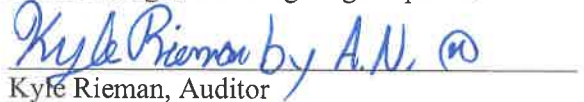
Brianna L. Lennon, County Clerk

APPROVED – BCSO:



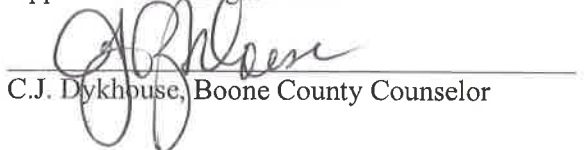
Dwayne Carey, Sheriff

Acknowledged for Budgeting Purposes:



Kyle Rieman, Auditor

Approved as to Legal Form:



C.J. Dykhouse, Boone County Counselor

117-2025

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of January Adjourned

Term 20


In the County Commission of said county, on the 6th day of March 20 25

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 list of surplus disposal.


Done this 6<sup>th</sup> day of March 2025.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Brijanna Purdy  
Purchasing Assistant



5551 Tom Bass RD  
Columbia, MO 65201  
Phone: (573) 886-4394

## MEMORANDUM

TO: Boone County Commission  
FROM: Brijanna Purdy  
RE: Computer and Peripheral Surplus Disposal  
DATE: March 6, 2025

The Purchasing Departments requests permission to dispose of the following list of surplus PC & Peripheral equipment through MRC Recycling Center. MRC Recycling will pick up our surplus for \$100.00 per truckload. Extra charges may apply for items like televisions, freon removal, etc. I have enclosed a schedule of possible fees. They are a State of Missouri, DNR Level Four recycling center. No computer items are land-filled. Purchasing will obtain a Certificate of Destruction, and we will let them know that we want everything recycled, not reused, so nothing ends up in the landfill.

Prior to Computer surplus coming to Purchasing for disposal, Information Technology has removed the hard drives for destruction by their department. Their procedure for PC disposal is:

Once all the data is copied or recovered for the user, IT removes the hard drive and memory from the PC. The memory is held to be used for upgrading other PCs in the county that can benefit. IT sometimes removes parts that can be used as spare if the model is current enough. (i.e. Power Supplies, Video Cards, etc.) The hard drive is held for a minimum of 30 days in case a user identifies something missing. After 30 days IT may reuse the hard drive in other county PCs if there are failures. If a hard drive goes unused or fails and IT needs to physically dispose of it, they drill a 5/8" hole through the drive and the data platters. Once IT has a collection of "drilled" drives, they deliver them to PC recycling vendor, MRC Recycling Center.

MRC Recycling Center certifies that they have picked up the following items and that all items will be recycled, not reused, so nothing ends up in the landfill.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

	Asset #	Description	Make & Model	Department	Condition of Asset	Serial #
1.	8382	PRINTER	OKI C9600	COUNTY CLERK	UNKNOWN	NA
2.	20129	PRINTER	OKI C9650	COUNTY CLERK	UNKNOWN	926570070249
3.	NO TAG	TONER	(2) WASTE TONE BOTTLES	COUNTY CLERK	UNKNOWN	NA

4.	<b>NO TAG</b>	<b>ASSORTMENT OF PRINTER SUPPLIES</b>	<b>OKI PRINTER COMPATIBLE</b>	<b>COUNTY CLERK</b>	<b>UNKNOWN</b>	<b>NA</b>
5.	<b>NO TAG</b>	<b>TRANSFER BELT</b>	<b>OKI PRINTER COMPATIBLE</b>	<b>COUNTY CLERK</b>	<b>UNKNOWN</b>	<b>NA</b>
6.	<b>NO TAG</b>	<b>ASSORTMENT OF TONER</b>	<b>(3) BLACK (1) YELLOW, MAGENTA, &amp; CYAN</b>	<b>COUNTY CLERK</b>	<b>UNKNOWN</b>	<b>NA</b>
7.	<b>NO TAG</b>	<b>ASSORTMENT OF IMAGE DRUMS</b>	<b>BLACK, YELLOW, CYAN, &amp; MAGENTA</b>	<b>COUNTY CLERK</b>	<b>UNKNOWN</b>	<b>NA</b>
8.	<b>NO TAG</b>	<b>HEATER</b>	<b>NA</b>	<b>IT</b>	<b>UNKNOWN</b>	<b>NA</b>
9.	<b>NO TAG</b>	<b>HEATER</b>	<b>NA</b>	<b>IT</b>	<b>UNKNOWN</b>	<b>NA</b>
10	<b>21369</b>	<b>LAPTOP</b>	<b>HP PROBOOK 650 NOTEBOOK</b>	<b>EOM</b>	<b>UNKNOWN</b>	<b>NA</b>
11	<b>21368</b>	<b>LAPTOP</b>	<b>HP PROBOOK 650 NOTEBOOK</b>	<b>EOM</b>	<b>UNKNOWN</b>	<b>NA</b>
12	<b>21367</b>	<b>LAPTOP</b>	<b>HP PROBOOK 650 NOTEBOOK</b>	<b>EOM</b>	<b>UNKNOWN</b>	<b>NA</b>
13	<b>21366</b>	<b>LAPTOP</b>	<b>HP PROBOOK 650 NOTEBOOK</b>	<b>EOM</b>	<b>UNKNOWN</b>	<b>NA</b>
14	<b>21364</b>	<b>LAPTOP</b>	<b>HP PROBOOK 650 NOTEBOOK</b>	<b>EOM</b>	<b>UNKNOWN</b>	<b>NA</b>
15	<b>21374</b>	<b>LAPTOP</b>	<b>HP PROBOOK 650 NOTEBOOK</b>	<b>EOM</b>	<b>UNKNOWN</b>	<b>NA</b>
16	<b>21373</b>	<b>LAPTOP</b>	<b>HP PROBOOK 650 NOTEBOOK</b>	<b>EOM</b>	<b>UNKNOWN</b>	<b>NA</b>
17	<b>21370</b>	<b>LAPTOP</b>	<b>HP PROBOOK 650 NOTEBOOK</b>	<b>EOM</b>	<b>UNKNOWN</b>	<b>NA</b>
18	<b>21371</b>	<b>LAPTOP</b>	<b>HP PROBOOK 650 NOTEBOOK</b>	<b>EOM</b>	<b>UNKNOWN</b>	<b>NA</b>

19	21372	LAPTOP	HP PROBOOK 650 NOTEBOOK	EOM	UNKNOWN	NA
20	21308	PLOTTER	HP DESIGNJET Z5600	EOM	UNKNOWN	NA
21	22960	TABLET	APPLE	ROAD & BRIDGE	UNKNOWN	NA
22	22968	TABLET	APPLE	ROAD & BRIDGE	UNKNOWN	NA
23	22958	TABLET	APPLE	ROAD & BRIDGE	UNKNOWN	NA
24	22962	TABLET	APPLE	ROAD & BRIDGE	UNKNOWN	NA
25	22959	TABLET	APPLE	ROAD & BRIDGE	UNKNOWN	NA
26	22967	TABLET	APPLE	ROAD & BRIDGE	UNKNOWN	NA
27	22971	TABLET	APPLE	ROAD & BRIDGE	UNKNOWN	NA
28	22970	TABLET	APPLE	ROAD & BRIDGE	UNKNOWN	NA
29	22961	TABLET	APPLE	ROAD & BRIDGE	UNKNOWN	NA
30	22966	TABLET	APPLE	ROAD & BRIDGE	UNKNOWN	NA
31	22957	TABLET	APPLE	ROAD & BRIDGE	UNKNOWN	NA
32	23579	PC WORKSTAT ION	HP ELITEDESK 800 G4	DESIGN & CONSTRUCTION	UNKNOWN	NA
33	23174	LAPTOP	DELL XPS 15 9570	IT	UNKNOWN	NA
34	23862	PC WORKSTAT ION	HP ELITEDESK 800 G4	OEM	UNKNOWN	NA



35	19322	ACCESS POINT	CISCO	IT	UNKNOWN	NA
36	23584	PC WORKSTAT ION	HP ELITEDESK 800 G4	DESIGN & CONSTRUCTION	UNKNOWN	NA
37	24012	PC WORKSTAT ION	HP ELITEDESK 800 G4	STORMWATER	UNKNOWN	NA
38	23459	PC WORKSTAT ION	HP ELITEDESK 800 G4	COUNTY CLERK	UNKNOWN	NA
39	23998	PC WORKSTAT ION	HP ELITEDESK 800 G4	COUNTY CLERK	UNKNOWN	NA
40	23590	PC WORKSTAT ION	HP ELITEDESK 800 G4	COMMISSION	UNKNOWN	NA
41	23463	PC WORKSTAT ION	HP ELITEDESK 800 G4	COMMISSION	UNKNOWN	NA
42	23461	PC WORKSTAT ION	HP ELITEDESK 800 G4	COUNTY CLERK	UNKNOWN	NA
43	23460	PC WORKSTAT ION	HP ELITEDESK 800 G4	COUNTY CLERK	UNKNOWN	NA
44	23458	PC WORKSTAT ION	HP ELITEDESK 800 G4	COUNTY CLERK	UNKNOWN	NA
45	23574	PC WORKSTAT ION	HP ELITEDESK 800 G4	PLANNING & ZONING	UNKNOWN	NA
46	23571	PC WORKSTAT ION	HP ELITEDESK 800 G4	PLANNING & ZONING	UNKNOWN	NA
47	23572	PC WORKSTAT ION	HP ELITEDESK 800 G4	PLANNING & ZONING	UNKNOWN	NA
48	18915	MONITOR	HP LV2011 LCD 20 INCH	IT	UNKNOWN	NA
49	23999	PC WORKSTAT ION	HP ELITEDESK 800 G4	SHERIFF	UNKNOWN	NA
50	24009	PC WORKSTAT ION	HP ELITEDESK 800 G4	SHERIFF	UNKNOWN	NA

51	24007	PC WORKSTAT ION	HP ELITEDESK 800 G4	SHERIFF	UNKNOWN	NA
52	23997	PC WORKSTAT ION	HP ELITEDESK 800 G4	SHERIFF	UNKNOWN	NA
53	23995	PC WORKSTAT ION	HP ELITEDESK 800 G4	SHERIFF	UNKNOWN	NA
54	23965	PC WORKSTAT ION	HP SB 800 G4	SHERIFF	UNKNOWN	NA
55	23085	PC WORKSTAT ION	HP ELITEDESK 800 G4	SHERIFF	UNKNOWN	NA
56	23031	PC WORKSTAT ION	HP PRODESK 400 MINI G3	SHERIFF	UNKNOWN	NA
57	23030	PC WORKSTAT ION	HP PRODESK 400 MINI G3	SHERIFF	UNKNOWN	NA
58	19103	PC WORKSTAT ION	LENOVO THINKCENTRE	SHERIFF	UNKNOWN	NA
59	21825	MONITOR	LCD 23 IN HP P232	PURCHASING	UNKNOWN	NA
60	22145	MONITOR	LCD 23 IN HP P232	PURCHASING	UNKNOWN	NA
61	23618	PC WORKSTAT ION	HP SB 800 G4	ASSESSOR	UNKNOWN	NA
62	23577	PC WORKSTAT ION	HP ELITEDESK 800 G4	PLANNING & ZONING	UNKNOWN	NA
63	23626	PC WORKSTAT ION	HP SB 800 G4	ASSESSOR	UNKNOWN	NA
64	23578	PC WORKSTAT ION	HP ELITEDESK 800 G4	ASSESSOR	UNKNOWN	NA
65	14592	MONITOR	LCD 17 IN HP L1730	IT	UNKNOWN	NA
66	23581	PC WORKSTAT ION	HP ELITEDESK 800 G4	DESIGN & CONSTRUCTION	UNKNOWN	NA

67	23570	PC WORKSTAT ION	HP ELITEDESK 800 G4	PLANNING & ZONING	UNKNOWN	NA
68	23621	PC WORKSTAT ION	HP SB 800 G4	ASSESSOR	UNKNOWN	NA
69	23456	PC WORKSTAT ION	HP ELITEDESK 800 G4	COUNTY CLERK	UNKNOWN	NA
70	23455	PC WORKSTAT ION	HP ELITEDESK 800 G4	HUMAN RESOURCES	UNKNOWN	NA
71	18926	MONITOR	LCD 20 IN HP LV2011	HUMAN RESOURCES	UNKNOWN	NA
72	19545	MONITOR	LCD 23 IN HP E231L	IT	UNKNOWN	NA
73	24418	PC WORKSTAT ION	HP ELITEDESK 800 G4	PLANNING & ZONING	UNKNOWN	NA
74	22639	PC WORKSTAT ION	HP ELITEDESK 800 G4	COMMISSION	UNKNOWN	NA
75	23573	PC WORKSTAT ION	HP ELITEDESK 800 G4	PLANNING & ZONING	UNKNOWN	NA
76	23622	PC WORKSTAT ION	HP ELITEDESK 800 G4	ASSESSOR	UNKNOWN	NA
77	23606	TOUGHBO OK	TEXA NAVIGATOR	ROAD & BRIDGE	UNKNOWN	9FTTC52153
78	14600	PRINTER	IBM INFOPRINT 1332/MICR 35	TREASURE	UNKNOWN	NA
79	20221	LAPTOP NOTEBOOK	HP PROBOOK 650	Joint Comm Radio	UNKNOWN	NA
80	23454	LAPTOP	DELL CTO 9570	COUNTY COUNSELOR	UNKNOWN	NA
81	24014	PC WORKSTAT ION	HP ELITEDESK 800	TREASURER	UNKNOWN	NA
82	23623	PC WORKSTAT ION	HP SB 800 G4	ASSESSOR	UNKNOWN	NA

83	23628	PC WORKSTAT ION	HP SB 800 G4	ASSESSOR	UNKNOWN	NA
84	23619	PC WORKSTAT ION	HP SB 800 G4	ASSESSOR	UNKNOWN	NA
85	23627	PC WORKSTAT ION	HP SB 800 G4	ASSESSOR	UNKNOWN	NA
86	22279	TABLET	APPLE IPAD 64 G	911/JOINT COMM	DISPOSED BY IT	NA
87	22212	LAPTOP	LENOVO T520	JOINT COMM RADIO	UNKNOWN	NA
88						
89						

118-2025

## CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of January Adjourned

Term 20

County of Boone

In the County Commission of said county, on the

6th

day of March

20 25

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

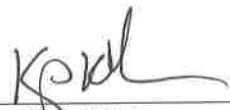
Now on this day, the County Commission of the County of Boone does hereby approve Contract C000983 (110421-CMW) with Charles Machine Works Inc. for the purchase of one Ditch Witch Vacuum Excavator. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 6<sup>th</sup> day of March 2025.

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Amy Gerskin  
Buyer



5551 S. Tom Bass Rd.  
Room 205  
Columbia, MO 65201  
Phone: (573) 886-4393  
[agerskin@boonecountymo.org](mailto:agerskin@boonecountymo.org)

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Amy Gerskin  
DATE: February 10, 2025  
RE: Sourcewell Cooperative Contract #110421-CMW for Public Utility Equipment with Related Accessories and Supplies

The Boone County Purchasing Department requests permission to utilize Sourcewell cooperative contract 110421-CMW for Public Utility Equipment with Related Accessories and Supplies with Charles Machine Works Inc. to purchase one (1) Ditch Witch HX50A Vacuum Excavator. The Boone County Contract number for this purchase is C000983.

The cost of this purchase is \$129,706.34 and will be paid by department 2040 – Road and Bridge Maintenance, account 91300 –Machinery and Equipment. The 2025 total budgeted amount is \$139,000.00.

cc: Greg Edington / Robert Sapp – Road & Bridge  
Contract File



## PURCHASE AGREEMENT FOR DITCH WITCH VACUUM EXCAVATOR

**THIS AGREEMENT, C000983** dated the 6th day of March 2025 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **The Charles Machine Works, Inc.** herein "Vendor."

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

1. **Contract Documents** – This agreement shall consist of this Purchase Agreement with **The Charles Machine Works, Inc.** to furnish and deliver **one (1) Ditch Witch Vacuum Excavator** compliant with all bid specifications and any addendum issued for the Sourcewell contract **110421-CMW for Public Utility Equipment with Related Accessories and Supplies**, Boone County Insurance Requirements, Work Authorization Certification, as well as Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specifications and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Standard Terms & Conditions and the Sourcewell contract **110421-CMW** shall prevail and control over the vendor's bid response.
2. **Contract Duration** – This agreement shall commence on the **Date of Award** and extend through **December 27, 2025**, subject to the provisions for termination specified below.
3. **Purchase** – The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with **one (1) Ditch Witch Vacuum Excavator**. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

Description	Sale Price
Ditch Witch HX50A	\$127,166.34
Freight	\$2,300.00
Installation	\$240.00
<b>Contract Total:</b>	<b>\$129,706.34</b>

4. **Delivery** – Contractor shall deliver furniture FOB Destination to the ordering County location and as set forth in the bid documents and per posted lead times.
5. **Billing and Payment** – All billing shall be invoiced to the Boone County Road and Bridge Department. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
- The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
  - The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
  - Termination for Convenience - The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
  - If appropriations are not made available and budgeted for any calendar year.

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

THE CHARLES MACHINE WORKS, INC.

Signed by:  
by Michael Spillars  
A03FD04504DF4F6...

title Global Accounts Sales Manager

BOONE COUNTY, MISSOURI

by: Boone County Commission

DocuSigned by:  
Kip Kendrick  
57400BED96434D4...

Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:  
CJ Dykhous  
7D71DEAE69D74DD...

CJ Dykhous, County Counselor

ATTEST:

Signed by:  
Brianna L. Lennon  
D267E242BFB948C...

Brianna L. Lennon, County Clerk

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

DocuSigned by:  
Kyle Rieman  
E3D6F2FD3CE04B1...

Signature

2/20/2025

Date

2040/91300 – \$129,706.34

Appropriation Account

119 -2025

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of January Adjourned

Term 25. 20

County of Boone

} ea.


In the County Commission of said county, on the 6th day of March 20 25

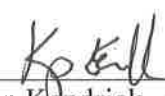
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the award of County Contract C000975 from Sole Source 176-123125SS to Priority Dispatch of Salt Lake City, Utah for Priority Dispatch software products AI Skills, ProQA, and AQUA for the Boone County IT Department and the Boone County Joint Communications Department. The contract is set out in the attached and the Presiding Commissioner is authorized to sign the same.

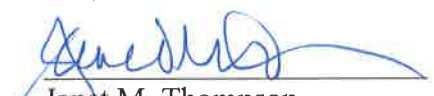
Done this 6<sup>th</sup> day of March 2025.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Liz Palazzolo  
Senior Buyer



5551 S. Tom Bass Road  
Columbia, MO 65202  
Phone: (573) 886-4392

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, CPPO, C.P.M.  
DATE: February 20, 2025  
RE: Award of Contract C000975 from Single Feasible Source #176-123125SS for Priority Dispatch License & Support (AI Skills, ProQA and AQUA) for the Boone County Information Technology Department and Boone County Joint Communications Department

Purchasing requests approval of contract C000975 awarded from Sole Source #176-123125SS for purchase of Priority Dispatch software and support for AI Skills, ProQA and AQUA licenses for the Boone County Information Technology Department and the Boone County Joint Communications Department.

The Sole Source form is attached for Commission approval. The Sole Source has been advertised in both the Columbia Missourian and the Columbia Daily Tribune. No other vendors have come forth to say they can provide this same product.

The County uses Priority Dispatch products for certification of 911 operators for Emergency Medical Dispatch, Emergency Fire Dispatch, and Emergency Police Dispatch.

The contract period will run March 01, 2025 through March 31, 2030.

Payments under the contract will reference this coding:

- 2701 – Boone County Joint Communications 911 Operations/37200 - Registration: \$15,000.00 for AI Skills with \$15,000.00 budgeted;
- 2708 – 911/EM IT Hardware & Software/70050 – Software Service Contract: \$98,700.00 for the ProQA Renewal, \$104,000.00 is budgeted);
- 2708 – 911/EM IT Hardware & Software /70050 – Software Service Contract: \$8,250.00 for the AQUA Renewal, \$8,250.00 is budgeted.

/lp

cc: Beth Boos – IT  
Christie Davie – Director, Joint Communications  
Contract File







Commission Order: 119-2025

# Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing



5551 S. Tom Bass Rd.  
Columbia, MO 65201  
Phone: (573) 886-4391

## SOLE SOURCE/NO SUBSTITUTE FACT SHEET

Originating Office	Boone County 911 Joint Communications
Person Requesting	Mckinna Gorden
Date Requested	January 14, 2025
Contact Phone Number	573-554-1005

UPON THE COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL:

SOLE SOURCE NUMBER:

Signature  
176-12312588  
(Assigned by Purchasing)

Date

COMMISSION APPROVAL:

Signature

Date

Expiration Date: 20 through 20

One Time Purchase (check) ☐

Vendor Name	Priority Dispatch
Vendor Address	110 S Regent St. Ste 500 Salt Lake City, UT 84111
Vendor Phone and Fax	P 801-363-9127 F 801-746-5879
Product Description	Priority Dispatch AI Skills Lab
Estimated Cost	\$15,000.00/year
Department/Account #s / Amt. Budgeted	2701/37200/\$15,000.00

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

1. Please check the reason(s) for this sole request:

- ☒ Only Known Source-Similar equipment or material not available from another vendor
- ☒ Equipment or materials must be compatible with existing equipment.
- ☐ Immediate purchase is necessary to correct situations threatening life/property.
- ☐ Lease Purchase - Exercise purchase option on lease
- ☐ Medical device or supply specified by a physician.
- ☐ Used Equipment - Within price set by one/two appraisal(s) by a disinterested party(ies)
- ☐ Other - List (attach additional sheets if necessary)

2. Briefly describe the commodity/material you are requesting and its function.

*Individual re-certification for 911 operators for Emergency Medical Dispatch(EMD), Emergency Fire Dispatch(EFD) and Emergency Police Dispatch(EPD); Departmental accreditation for EMD EFD & EPD; Instructor certifications; Quality Assurance certifications. Cloud based call taker system utilizing EMD, EFD & EPD to assist with training ETCs.*

3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.

*Non-profit accreditation agency sets the standards for accreditation & certification. Only contracted provider of protocol systems of the accrediting agency.*

4. What research has been done to verify this vendor as the only known source?

*Industry standard, general knowledge in this profession.*

5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?

☐ Yes (please attach a list of known sources)

☒ No

6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.

*Yes. Current training providers and department policies and procedures are based on the IAED standards.*

7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?

*Not an initial purchase*

8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state the previous purchase order number(s).

*Currently using Priority Dispatch systems, looking to add ai skill lab training tools that work specifically with these systems.*

9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other) Please provide document numbers.

*Sole Source (City of Columbia)*

10. What are the consequences of not securing this specific commodity/material?

*Loss of accreditation; increased liability; compromised quality of service to the public; loss of support for dispatch protocols.*

11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).

*The IAED sets and maintains professional practice standards for emergency dispatch Curriculum, Certification, Recertification, and Accreditation of Centers of Excellence through separate expert Boards for each area (Medical, Fire, and Police Dispatch).*

11. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?

*On-going*

**PURCHASE AGREEMENT  
FOR  
PRIORITY DISPATCH LICENSE & SUPPORT –AI SKILLS, PROQA, and AQUA**

**THIS AGREEMENT**, County Contract **C000975**, authorized via Sole Source **176-123125SS**, dated the 6th day of March 2025 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Priority Dispatch Corporation** herein "Contractor."

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

1. **Contract Documents** - This agreement for Priority Dispatch licenses and support shall be numbered **C000975** and results from Sole Source 176-123125SS; it shall incorporate **Attachment One** which consists of the Priority Dispatch Quote Q-75020 for Boone County Joint Communications dated January 14, 2025 for AI Skills; **Attachment Two** which consists of the Priority Dispatch Quote Q-74636 for Boone County Joint Communications dated February 5, 2025 for ProQA and AQUA; **Attachment Three** which consists of the Priority Dispatch Quote Q-75768 for Boone County Joint Communications dated February 5, 2025 for three (3) additional AQUA Case Review licenses; and Boone County's Standard Terms and Conditions shall also be included and incorporated into the Purchase Agreement. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specifications and literature submitted with the contractor's response may be permanently maintained in the County Purchasing Office sole source file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and Boone County's Standard Terms and Conditions shall prevail and control. All transactions under the Purchase Agreement must reference the contract number referenced above.

2. **Purchase – AI SKILLS**

The County agrees to purchase from the contractor and the contractor agrees to supply the County with an annual subscription under the **5-Year Pricing Agreement** for the following as shown in the Priority Dispatch Corporation Quote Q-75020 for Boone County dated January 14, 2025 (**Attachment One**):

<b>Priority Dispatch AI Skills Lab: ProQA Call Taking Training Tier 5: 21-30 positions</b>			
<b>YEAR</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>TOTAL ANNUAL PRICE</b>
1	Priority Dispatch AI Skills Lab Tier 5: 21-30 positions <b>03/01/2025 – 02/28/2026 Subscription Year</b>	1	\$15,000.00
2	Priority Dispatch AI Skills Lab Tier 5: 21-30 positions <b>03/01/2026 – 02/28/2027 Subscription Year</b>	1	\$15,000.00
3	Priority Dispatch AI Skills Lab Tier 5: 21-30 positions <b>03/01/2027 – 02/29/2028 Subscription Year</b>	1	\$15,000.00
4	Priority Dispatch AI Skills Lab Tier 5: 21-30 positions	1	\$15,000.00

	<b>03/01/2028 – 02/28/2029 Subscription Year</b>		
5	Priority Dispatch AI Skills Lab Tier 5: 21-30 positions <b>03/01/2029 – 02/28/2030 Subscription Year</b>	1	\$15,000.00

### 3. *Purchase* – ProQA and AQUA

The County agrees to purchase from the contractor and the contractor agrees to supply the County with an annual subscription under the **5-Year Pricing Agreement** for the following as shown in the Priority Dispatch Corporation Quote Q-74636 for Boone County dated February 5, 2025 (**Attachment Two**):

<b>Year 1 Priority Dispatch Service &amp; Support ProQA, AQUA, Cardsets, Tech Support and upgrades</b>			
<b>Item #</b>	<b>Description</b>	<b>QTY</b>	<b>Total Annual Price</b>
1	Priority Dispatch License Renewal, Service & Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades – Medical, Fire, Police <b>04/01/2025 – 03/31/2026 Subscription Year</b>	21	\$88,200.00
2	Priority Dispatch ProQA, Training License ESP, License Renewal, Service & Support – Medical, Fire, Police <b>04/01/2025 – 03/31/2026 Subscription Year</b>	10	\$10,500.00
<b>Annual ESP Maintenance Renewal: 04/01/2025 – 03/31/2026 Total</b>			<b>\$98,700.00</b>

<b>Year 2 Priority Dispatch Service &amp; Support ProQA, AQUA, Cardsets, Tech Support and upgrades</b>			
<b>Item #</b>	<b>Description</b>	<b>QTY</b>	<b>Total Annual Price</b>
1	Priority Dispatch License Renewal, Service & Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades – Medical, Fire, Police <b>04/01/2026 – 03/31/2027 Subscription Year</b>	21	\$88,200.00

2	Priority Dispatch ProQA, Training License ESP, License Renewal, Service & Support – Medical, Fire, Police <b>04/01/2026 – 03/31/2027</b> <b>Subscription Year</b>	10	\$10,500.00
<b>Annual ESP Maintenance Renewal: 04/01/2026 – 03/31/2027</b> <b>Total</b>			<b>\$98,700.00</b>

<b>Year 3 Priority Dispatch Service &amp; Support ProQA, AQUA, Cardsets, Tech Support and upgrades</b>			
<b>Item #</b>	<b>Description</b>	<b>QTY</b>	<b>Total Annual Price</b>
1	Priority Dispatch License Renewal, Service & Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades – Medical, Fire, Police <b>04/01/2027 – 03/31/2028</b> <b>Subscription Year</b>	21	\$88,200.00
2	Priority Dispatch ProQA, Training License ESP, License Renewal, Service & Support – Medical, Fire, Police <b>04/01/2027 – 03/31/2028</b> <b>Subscription Year</b>	10	\$10,500.00
<b>Annual ESP Maintenance Renewal: 04/01/2027 – 03/31/2028</b> <b>Total</b>			<b>\$98,700.00</b>

<b>Year 4 Priority Dispatch Service &amp; Support ProQA, AQUA, Cardsets, Tech Support and upgrades</b>			
<b>Item #</b>	<b>Description</b>	<b>QTY</b>	<b>Total Annual Price</b>
1	Priority Dispatch License Renewal, Service & Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades – Medical, Fire, Police <b>04/01/2028 – 03/31/2029</b> <b>Subscription Year</b>	21	\$88,200.00

2	Priority Dispatch ProQA, Training License ESP, License Renewal, Service & Support – Medical, Fire, Police <b>04/01/2028 – 03/31/2029</b> <b>Subscription Year</b>	10	\$10,500.00
<b>Annual ESP Maintenance Renewal: 04/01/2028 – 03/31/2029</b> <b>Total</b>			<b>\$98,700.00</b>

<b>Year 5 Priority Dispatch Service &amp; Support ProQA, AQUA, Cardsets, Tech Support and upgrades</b>			
<b>Item #</b>	<b>Description</b>	<b>QTY</b>	<b>Total Annual Price</b>
1	Priority Dispatch License Renewal, Service & Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades – Medical, Fire, Police <b>04/01/2029 – 03/31/2030</b> <b>Subscription Year</b>	21	\$88,200.00
2	Priority Dispatch ProQA, Training License ESP, License Renewal, Service & Support – Medical, Fire, Police <b>04/01/2029 – 03/31/2030</b> <b>Subscription Year</b>	10	\$10,500.00
<b>Annual ESP Maintenance Renewal: 04/01/2029 – 03/31/2030</b> <b>Total</b>			<b>\$98,700.00</b>

4. **Purchase – Three (3) Additional AQUA Licenses:**

<b>ADDITIONAL - AQUA Case Review Software</b>			
<b>Item #</b>	<b>Description</b>	<b>QTY</b>	<b>Total Price</b>
1	Priority Dispatch AQUA Case Review Software – Quality Assurance (Case review) software base engine and discipline module – Medical, Fire, Police	3	\$8,250.00

4. **Contract Term** – The contract shall commence **March 01, 2025 through March 31, 2030**. License periods for identified Priority Dispatch products shall renew and be invoiced, on an annual basis respective to each product and as shown in this Purchase Agreement including Attachments One, Two and Three.

5. **Billing and Payment** – Invoicing shall comply with the following respective to the specific Priority Dispatch license subscription.

- AI Skills, each and all years: Invoice Boone County Joint Communications, 2145 County Drive, Columbia, MO, 65202
- ProQA and AQUA, each and all years: Invoice Boone County Information Technology, Boone County Government Center, 801 E. Walnut Street, Room 220, Columbia, MO, 65201.

Billings may only include the prices listed in the contractor's pricing. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the contractor's pricing to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. **Termination** - The County may terminate this agreement upon thirty (30) calendar days advance written notice for any of the following reasons or under any of the following circumstances:

- a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
- c. Termination for Convenience – The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
- d. If appropriations are not made available and budgeted for any calendar year.

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

**PRIORITY DISPATCH CORPORATION**

Signed by:  
by J. Simón Cantarero  
FB51D2640DC140B...  
title General Counsel & Corporate Secretary

**BOONE COUNTY, MISSOURI**

by: Boone County Commission

DocuSigned by:  
[Signature]  
57400BED96434D4...  
Presiding Commissioner



APPROVED AS TO FORM:

DocuSigned by:  
  
7D71DEAEB9D74DD...

County Counselor

ATTEST:

Signed by:  
  
D267E242BFB948C...

County Clerk

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

2701/37200: \$15,000.00; 2708/70050: \$98,700.00; 2708/70050: \$8,250.00

DocuSigned by:  
  
8E8FE1148A274E1...

2/21/2025

Signature

Date

Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of January Adjourned

Te~~25~~ 20

County of Boone

In the County Commission of said county, on the

6th

day of March


20 25

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

Now on this day, the County Commission of the County of Boone does hereby approve the award of Amendment #2 to County Contract C000798 awarded from County Sole Source 164-123122SS-JC for Power DMS Power Ready and Power Engage licenses from PowerDMS of E Segundo, California for the Boone County Joint Communications Department. The contract amendment is set out in the attached and the presiding Commission is authorized to sign the same.

Done this 6<sup>th</sup> day of March 2025.

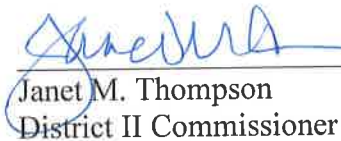
ATTEST:



Brianna L. Lennon

Clerk of the County Commission


Kip Kendrick  
Presiding Commissioner

Justin Aldred  
District I Commissioner

Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Liz Palazzolo, CPPO, C.P.M.  
Senior Buyer



555 S. Tom Bass Road  
Columbia, MO 65202  
Phone: (573) 886-4392

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, Senior Buyer  
DATE: February 18, 2025  
RE: Amendment #2 to Contract C000798 from Sole Source 164-123122SS-JC  
for PowerDMS License and Support for Boone County Joint  
Communications

Purchasing requests approval for Amendment #2 to contract C000798 awarded from County Sole Source 164-123122SS-JC for PowerDMS License and Support for the Boone County Joint Communications Department. The original contract was established July 25, 2024 through Commission Order 358-2024.

Amendment #2 adds renewal of the PowerReady Subscription and the PowerEngage 9-1-1 subscription. Pricing is added for two subscription years for each license subscription. The amendment also clarifies invoice addressing for the contractor.

Payment will reference this coding:

- 2708 – 911 EM IT Hardware & Software/70100 – Software Service Contract: \$2,000.00 (\$3,800.00 is budgeted) for PowerReady;
- 2708 - 911 EM IT Hardware & Software /71100 – Outsourced Services: \$2,822.25 (\$3,400.00 is budgeted) for PowerReady;
- 2708 – 911 EM IT Hardware & Software /70100 – Software Service Contract: \$5,237.00 (\$11,000.00 is budgeted) for PowerEngage;
- 2708 – 911 EM IT Hardware & Software /71100 – Outsourced Services: 2062.50 (\$3,000.00 is budgeted) for PowerEngage.

/lp

c: Contract File

02/13/25

RQST  
DATE

**PURCHASE REQUISITION  
BOONE COUNTY, MISSOURI**

15558

VNDR #

PowerDMS

VENDOR NAME

164-123122SS-JC

BID #

Ship to Dept #: 2708

Bill to Dept #: 2708

Dept	Account	Item Description	Qty	Unit Price	Amount
2708	70100	PowerReady Recurring - Annual for 60	1	\$2,000.00	\$2,000.00
2708	71100	PowerReady Set-Up - One Time Annual	1	\$2,822.25	\$2,822.25
2708	70100	PowerEngage 9-1-1 Recurring - Annual	1	\$5,237.00	\$5,237.00
2708	71100	PowerEngage 9-1-1 - One Time Annual	1	\$2,062.50	\$2,062.50
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

GRAND TOTAL:

12,121.75

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Elizabeth M. Boos  
Approving Official

[Signature]  
Prepared By

[Signature]

Auditor Approval

Commission Order #: 120-2025

Date: 3/6/2025

## CONTRACT AMENDMENT NUMBER TWO

### POWERDMS LICENSES & SUPPORT for BOONE COUNTY JOINT COMMUNICATIONS

The Agreement, Boone County Contract **C000798**, awarded as Sole Source **164-123122SS-JC**, dated July 25, 2024, made by and between Boone County, Missouri and **Power DMS** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **ADD Amendment Two - Attachment One** PowerDMS quote Q-26700 as attached hereto and hereby incorporated into the contract to add the **PowerReady** and **PowerEngage 9-1-1** subscriptions for Boone County Joint Communications.

YEAR 1 SUBSCRIPTION PRICING					
Item	Type:	Term (Months)	QTY	License Type	Total Price
PowerReady Subscription	Recurring	12	60	Employee Based	\$2,000.00
PowerReady Set-Up	Services	12	60	Employee Based	\$2,822.25 One-Time Set-Up
PowerEngage 9-1-1 Subscription	Recurring	12	330,000	Used Count Based	\$5,237.00
PowerEngage 9-1-1 Setup	Services	12	330,000	Used Count Based	\$2,062.50 One-Time Set-Up
<b>Total Price Year 1:</b>					<b>\$12,121.75</b>

YEAR 2 SUBSCRIPTION PRICING					
Item	Type:	Term (Months)	QTY	License Type	Total Price
PowerReady Subscription	Recurring	12	60	Employee Based	\$4,240.00
PowerEngage 9-1-1 Subscription	Recurring	12	330,000	Used Count Based	\$10,997.70
<b>Total Price Year 2:</b>					<b>\$15,237.70</b>

2. **REPLACE** paragraph 4 of the original Purchase Agreement with the following:

#### **4. Billing and Payment –**

- Year 1 Subscription Pricing shall be billed to the Boone County IT Department, Boone County Government Center, 801 E. Walnut Street, Columbia, MO, 65201.
- Year 2 Subscription Pricing shall be billed to the Boone County Joint Communications Department, Boone County Emergency Communications Center, 2145 County Drive, Columbia, MO 65202.

Billings may only include the prices listed in the vendor's quote responses. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's quote responses to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

3. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

**POWER DMS**

**BOONE COUNTY, MISSOURI**

By: Boone County Commission

By DocuSigned by:  
Laura Rice  
418B916484744BA...

DocuSigned by:  
[Signature]  
57400BED96434D4...

Presiding Commissioner

Title Revenue Manager

**APPROVED AS TO FORM:**

**ATTEST:**

DocuSigned by:  
[Signature]  
7D71DEAEB9D74DD...

County Counselor

Signed by:  
Brianna L. Lennon  
D267E242BFB948C...

County Clerk

**AUDITOR CERTIFICATION**

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

2708/70100: \$2,000.00; 2708/71100: \$2,822.25; 2708/70100: \$5,237.00; 2708/71100: \$2,062.50

DocuSigned by:  
Kyle Pieman  
EB91DB24AAAC49D...

Signature

2/25/2025

Date

Appropriation Account

121 -2025

## CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of January Adjourned

Term 20

County of Boone

ca.

In the County Commission of said county, on the

6th

day of March

20 25

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

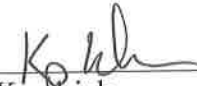

Now on this day, the County Commission of the County of Boone does hereby approve the award of County Contract C000985 awarded from cooperative contract CC240753003, the New Vehicles Qualified Vendors List for the purchase of a 2024 Silverado 2500 Regular Cab 4X4 with a 696 Knapheide Services Body Work Truck from Rusty Drewing Chevrolet Buick GMC Cadillac of Jefferson City, Missouri for the Boone County Facilities Management Department. The contract is set out in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 6<sup>th</sup> day of March 2025.

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner  
Justin Aldred  
District I Commissioner  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Liz Palazzolo, CPPO, C.P.M.**  
Senior Buyer



5551 S. Tom Bass Road  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, Senior Buyer  
DATE: February 20, 2025  
RE: Award Contract C000985 from Cooperative Contract CC240753003 –  
QVL for Vehicles - Purchase of 2024 Chevrolet Silverado 2500 Regular  
Cab 4X4 with Knapheide Service Body for the Boone County Facilities  
Management Department

Purchasing requests approval of the award of Contract C000985 using cooperative contract CC240753003, the Qualified Vendors List (QVL) for New Motor Vehicles for the Boone County Facilities Management Department.

The Purchasing Department requested quotes from 14 dealerships for both new and used work trucks and received responses from the following:

1. Don Brown Chevrolet of St. Louis, Missouri (bidding a new truck)
2. Rusty Drewing Chevrolet Buick GMC Cadillac of Jefferson City, Missouri (bidding a new truck)
3. Behlmann CDJR of Troy, Missouri (bidding a new truck)
4. Joe Machens Ford Lincoln of Columbia, Missouri (bidding a new truck)
5. Computerized Auto Search of Kansas City, Missouri (bidding used trucks)

The new trucks were evaluated separately from the used trucks. The bid tabulation follows this memo. A weighted evaluation was done to evaluate the "lowest and best" truck quoted to the County. The evaluation team consisted of Michelle Brooks, Service Coordinator for Facilities Management; Henry Howell, FS Technician for Facilities Management, Robert Summers, FM Supervisor for Facilities Management, and Johnny Mays, Director of Facilities Management. The evaluation scoring and narrative also follow this memo. Subjective scoring was done by the evaluation team independent of cost point scoring that was conducted by the Purchasing Department.

The top scoring bidder is Rusty Drewing Chevrolet Buick GMC Cadillac of Jefferson City, Missouri.



Payment for the 2024 Chevrolet Silverado 2500 Regular Cab 4X4 Work Truck with a 696 Knapheide Service body including the ladder will reference coding 6100 – Facilities Management Building Maintenance/91400 – Autos/Trucks for \$62,937.00.

/lp

c: Contract File



# PURCHASE AGREEMENT FOR MOTOR VEHICLES WITH RUSTY DREWING CHEVROLET

**THIS AGREEMENT**, County contract **C000985**, awarded from the State of Missouri Office of Administration contract **CC240753003**, dated the 6<sup>th</sup> day of March 2025 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Rusty Drawing Chevrolet Buick GMS Cadillac**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this **Purchase Agreement #C000985** for **One (1) new 2024 Chevrolet Silverado 2500 Regular Cab 4X4 with 696 Knapheide Service Body** in compliance with all bid specifications and any addendum issued for the State of Missouri OA contract **CC240753003**, Rusty Drawing Chevrolet Buick GMS Cadillac's Quote dated **01/27/2025** submitted by **Brian Mushrush** on behalf of the Contractor, including e-mail clarifications from **Brian Mushrush** on behalf of the Contractor dated **02/04/2025** and **01/29/2025**, and Boone County's Standard Terms and Conditions. All such documents shall constitute the contract documents incorporated herein by reference. If not attached, service or product data, specifications, and literature submitted with the bid response may be permanently maintained in the County Purchasing Office contract file. In the event of a conflict between any of the foregoing documents, this Purchase Agreement, State of Missouri OA contract **CC240753003**, and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.
2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with **One (1) 2023 Ford F150 Crew 4x4** as specified in Corwin Ford Lincoln Republic's Quote dated 02/10/2024 for a firm total price of \$40,488.00.

<b><u>2024 Chevrolet Silverado 2500 Regular Cab 4X4 with 696 Knapheide Service Body</u></b>	<b>\$61,246.00</b>
Knapheide Ladder Addition	\$1,691.00
Delivery	Included
<b>TOTAL:</b>	<b>\$62,937.00</b>

3. **Contract Period** - The contract period is **from the Date of Award through June 30, 2025**.
4. **Delivery** - The Vendor agrees to deliver equipment as outlined in the bid documents. Delivery shall be to Boone County Road & Bridge Department, Attn: Robby Sapp, 5551 S. Tom Bass Road, Columbia, MO 65202. Delivery shall occur within 1-2 Business Days after receipt of the Purchase Order. The contractor must receive written authorization from the Boone Facilities Management for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable.
5. **Warranty** - The standard manufacturer warranty shall be provided to the County at the time of the County's acceptance: 3 years/36,000 miles bumper to bumper and 5 years/100,000 miles on the powertrain.
6. **Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Management Department at 613 E. Ash Street, Room 106, Columbia, MO, 65201. The invoice must reference the Purchase Agreement number stated in paragraph 1. Billings may

only include the prices listed on the quote. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event that the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

7. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns as long as this agreement remains in full force and effect.
8. **Termination** - The County may terminate this agreement upon thirty (30) calendar days advance written notice for any of the following reasons or under any of the following circumstances:
- a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
  - b. The County may terminate this agreement if in the opinion of the Boone County Commission if the delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
  - c. Termination for Convenience – The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
  - d. If appropriations are not made available and budgeted for any calendar year.

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


**RUSTY DREWING CHEVROLET  
BUICK GMS CADILLAC**

By  Signed by:  
D598298864EE4EC...

Title Sales/Fleet

**BOONE COUNTY, MISSOURI**

By: Boone County

 DocuSigned by:  
57400BED986434D4...

Presiding Commissioner

APPROVED AS TO FORM:

 DocuSigned by:  
7D71DEAEB9D74DD...

County Counselor

ATTEST:

 Signed by:  
D267E2428FB948C...

County Clerk

AUDITOR CERTIFICATION:

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

6100/91400: \$62,937.00

DocuSigned by:

*Kyle Rigan*

2/26/2025

8C24BD84EE7A483...

Signature

Date

Appropriation Account

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

March Session of January Adjourned

Term. 20

County of Boone

} ea.

In the County Commission of said county, on the

6th

day of March

20 25

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


Now on this day, the County Commission of the County of Boone does hereby approve the award of Amendment #1 to County Contract C000240 awarded from County RFB 36-05OCT20 for Laundry and Dry-Cleaning Services with Robinson's Cleaner's LLC of Columbia, Missouri for the Boone County Sheriff's Office. The contract amendment is set out in the attached, and the Presiding Commissioner is authorized to sign the same.

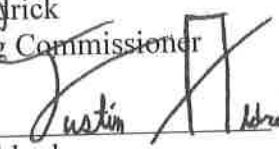
Done this 6<sup>th</sup> day of March 2025.

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Liz Palazzolo, CPPO, C.P.M.**  
Senior Buyer



555 S. Tom Bass Road  
Columbia, MO 65202  
Phone: (573) 886-4392

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, Senior Buyer  
DATE: February 27, 2025  
RE: Amendment #1 to Contract C000240 from County RFB 36-05OCT20  
Laundry and Dry-Cleaning Services for the Boone County Sheriff's Office

Purchasing requests approval for Amendment #1 to contract C000240 awarded from County RFB 36-05OCT20 for Laundry and Dry Cleaning Services for the Boone County Sheriff's Office with Robinson's Cleaners LLC. The original contract was established October 22, 2020, through Commission Order 483-2020.

Amendment #1 adds laundry services by the pound and specifically a charge for laundering blankets. Recently the washer at the Boone County Detention Center stopped working; it is being repaired but there is a delay in getting necessary parts. Robinson Cleaner's has agreed to help laundering detainee laundry and blankets until the washing machine is repaired. The existing contract didn't have applicable pricing for these services.

This is a Term and Supply contract for the Sheriff's Office. Payment will reference 1255 – General Fund Detention Operations/23025 – Resident Supplies. A total \$40,800.00 is budgeted for 2025.

/lp

c: Contract File

Commission Order: 122-2025Date: 3/6/2025

**CONTRACT AMENDMENT NUMBER ONE  
LAUNDRY & DRY-CLEANING SERVICES  
TERM & SUPPLY**

The Purchase Agreement, County Contract **C000240**, awarded from County RFB **36-05OCT20** awarded October 20, 2020 made by and between Boone County, Missouri and **Robinson's Cleaners, LLC** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **ADD** line item 4.10.20 for laundering services: \$ \_\_\_\_\_ per pound.
2. **ADD** line item 4.10.21 for laundering a blanket: \$ \_\_\_\_\_ per each blanket.
3. Except as specifically amended hereunder, all other terms, conditions, provisions and prices of the original agreement shall remain in full force and effect.

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

**ROBINSON'S CLEANERS LLC****BOONE COUNTY, MISSOURI**

By Kit Price  
DocuSigned by:  
B15E973AF14B4AD  
 Title Owner

By: Boone County Commission

KG Price  
DocuSigned by:  
57400BED96434D4  
 Presiding Commissioner

**APPROVED AS TO FORM:****ATTEST:**

J. Johnson  
DocuSigned by:  
7D71DEAEB9D74DD  
 County Counselor

Brianna L. Lannon  
Signed by:  
D267E2428FB848C  
 County Clerk

**AUDITOR CERTIFICATION:**

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

1255/23025: Term &amp; Supply

Kit Price  
DocuSigned by:  
8E8FE1148A274E1

2/28/2025

Signature

Date

Appropriation Account



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of January Adjourned

Term 20


In the County Commission of said county, on the 6th day of March 20 25


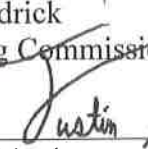
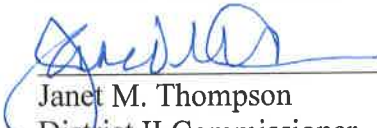
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Annual Consultant Service Agreements with Allstate, Crockett Engineering, Crockett Geotechnical, Engineering Surveys, Great River Engineering & Services, LLC, CBB, jEMA, Intoba, McClure Engineering & TWM.

Done this 6<sup>th</sup> day of March 2025.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner  
  
Justin Aldred  
District I Commissioner  
  
Janet M. Thompson  
District II Commissioner

123-2025

Date 03/06/2025

Commission Order

**GENERAL CONSULTANT SERVICES AGREEMENT**

**THIS AGREEMENT** dated this 6<sup>th</sup> day of March, 2025, by and between Boone County, Missouri, a first-class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Allstate Consultants (herein "Consultant").

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

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2025, or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2025. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

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

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

services, the Consultant's proposal shall respond to the options requested or provide reasons why the Consultant cannot provide or respond to the request for optional services.

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

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

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

**3. Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone

County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

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

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

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

from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

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

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

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

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

changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

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

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

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

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

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

**ALLSTATE CONSULTANTS**

By  Signed by:  
B69D9D6009254D8...

Title Vice President

Dated: 2/21/2025

**BOONE COUNTY, MISSOURI**

By  DocuSigned by:  
57A00BEE000430D4...

Presiding Commissioner

Dated: 2/24/2025

**APPROVED AS TO FORM:**

 DocuSigned by:  
7D710EAE80D7ADD...

County Attorney

**ATTEST:**

 Signed by:  
D267E2428FB048C...

County Clerk

**APPROVED:**

 Signed by:  
E4563E98C04140F...

Director, Boone County Resource Management

Commission Order 123-2025

Date 03.06.2025

**GENERAL CONSULTANT SERVICES AGREEMENT**

**THIS AGREEMENT** dated this 6th day of March, 2025, 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 Crockett Engineering Consultants, LLC (herein "Consultant").

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

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2025, or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2025. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

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

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



services, the Consultant's proposal shall respond to the options requested or provide reasons why the Consultant cannot provide or respond to the request for optional services.

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

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

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

**3. Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone

County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

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

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

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

from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

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

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

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

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

changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

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

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

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

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

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

**CROCKETT ENGINEERING CONSULTANTS, LLC BOONE COUNTY, MISSOURI**

By Signed by:  
Danielle Griffith  
30C60303F4AE4AF...

Title Business Manager

Dated: 2/7/2025

By DocuSigned by:  
Jo Kil  
57400BBD9843AD4...

Presiding Commissioner

Dated: 2/21/2025

APPROVED AS TO FORM:

DocuSigned by:  
[Signature]  
7D71DEA6E9D74D0...  
County Attorney

ATTEST:

Signed by:  
Brianna Lennon  
026FE242BFB948C...  
County Clerk

APPROVED:

Signed by:  
Bill Flora  
E4563E96C9414BF...

Director, Boone County Resource Management

123-2025

Date 03.06.2025

## Commission Order

**GENERAL CONSULTANT SERVICES AGREEMENT**

**THIS AGREEMENT** dated this 6<sup>th</sup> day of March, 2025, 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 Crockett Geotechnical-Testing Lab (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, 2025, or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2025. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

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

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

services, the Consultant's proposal shall respond to the options requested or provide reasons why the Consultant cannot provide or respond to the request for optional services.

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

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

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

**3. Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone

County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

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

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

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



from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

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

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

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

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

changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

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

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

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

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

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

CROCKETT GEOTECHNICAL-TESTING LAB

BOONE COUNTY, MISSOURI

By Signed by:  
Danielle Griffith  
39C00303F4AE4AP...

By DocuSigned by:  
[Signature]  
074003BED00434D4...

Presiding Commissioner

Title Business Manager

Dated: 2/7/2025

Dated: 2/20/2025

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:  
[Signature]  
7D71D5A650D74D0...

County Attorney

Signed by:  
Brianna L Lannon  
D267E242BF048C...

County Clerk

APPROVED:

Signed by:  
Bill Flora  
E4503E00C0414BE

Director, Boone County Resource Management

**GENERAL CONSULTANT SERVICES AGREEMENT**

**THIS AGREEMENT** dated this 6<sup>th</sup> day of March, 2025, by and between Boone County, Missouri, a first-class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Great River Engineering (herein "Consultant").

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

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2025, or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2025. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

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

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

services, the Consultant's proposal shall respond to the options requested or provide reasons why the Consultant cannot provide or respond to the request for optional services.

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

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

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

**3. Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone

County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

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

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

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

from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

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

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

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

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

changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

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

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

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

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



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

**GREAT RIVER ENGINEERING**

By  \_\_\_\_\_  
Signed by: 92D85768EE30422...

Title Principal

Dated: 2/6/2025


**BOONE COUNTY, MISSOURI**

By  \_\_\_\_\_  
DocuSigned by: 374008ED08434D4...

Presiding Commissioner

Dated: 2/20/2025

**APPROVED AS TO FORM:**

 \_\_\_\_\_  
DocuSigned by: 7D74DEAED06740D...  
County Attorney

**APPROVED:**

 \_\_\_\_\_  
Signed by: 64563E96C94149E...  
Director, Boone County Resource Management

**ATTEST:**

 \_\_\_\_\_  
Signed by: D267E242BFB948C...  
County Clerk

Commission Order 123-2025

Date 03.06.2025

**GENERAL CONSULTANT SERVICES AGREEMENT**

**THIS AGREEMENT** dated this 6<sup>th</sup> day of March, 2025, by and between Boone County, Missouri, a first-class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Engineering Surveys and Services, LLC (herein "Consultant").

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

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2025, or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2025. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

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

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

services, the Consultant's proposal shall respond to the options requested or provide reasons why the Consultant cannot provide or respond to the request for optional services.

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

**2.3 Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of 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.

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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

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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.

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

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

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

changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

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

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

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

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

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

ENGINEERING SURVEYS AND SERVICES, LLC      BOONE COUNTY, MISSOURI

By 

DocuSigned by:  
Ross A. Kasmann  
A8DE39550DA947C...

By 

DocuSigned by:  
[Signature]  
974008E036434D4...

Presiding Commissioner

Title      President

2/6/2025  
Dated: \_\_\_\_\_

2/20/2025  
Dated: \_\_\_\_\_

APPROVED AS TO FORM:

DocuSigned by:  
[Signature]  
3D31DEAC6B0D74DD...

County Attorney

ATTEST:

Signed by:  
Brianna L. Lennon  
D267E242BF8948C...

County Clerk

APPROVED:

Signed by:  
Bill Flona  
F4563E09C9414BF...

Director, Boone County Resource Management

Commission Order 123-2025

Date 03.06.2025

**GENERAL CONSULTANT SERVICES AGREEMENT**

**THIS AGREEMENT** dated this 6th day of March, 2025, by and between Boone County, Missouri, a first-class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and CBB (herein "Consultant").

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

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2025, or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2025. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

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

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



reasons why the Consultant cannot provide or respond to the request for optional services.

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

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

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

**3. Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No

increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

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

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

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

caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

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

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

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

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

performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

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

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

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

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

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

**CBB**

By  \_\_\_\_\_  
0AEB9F96015B4EF...

Title CBB: Vice President

Dated: 2/26/2025

**BOONE COUNTY, MISSOURI**

By  \_\_\_\_\_  
574008ED9E434D4...

Presiding Commissioner

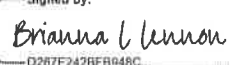
Dated: 3/3/2025

APPROVED AS TO FORM:

 \_\_\_\_\_  
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County Attorney

ATTEST:

 \_\_\_\_\_  
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County Clerk

APPROVED:

 \_\_\_\_\_  
E4553C66D9444BF...

Director, Boone County Resource Management

**GENERAL CONSULTANT SERVICES AGREEMENT**

**THIS AGREEMENT** dated this 6<sup>th</sup> day of March, 2025, 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 jEMA (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, 2025, or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2025. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

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

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

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

**2.3 Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of 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.

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



coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

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

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

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

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

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

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

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

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

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

**JEMA**

By  \_\_\_\_\_  
489B3402C870413

Title Managing Partner

Dated: 1/10/2025

**BOONE COUNTY, MISSOURI**

By  \_\_\_\_\_  
5740B8E0B834D4

Presiding Commissioner

Dated: 3/6/2025

APPROVED AS TO FORM:

 \_\_\_\_\_  
7071DEACB0074D9

County Attorney

ATTEST:

 \_\_\_\_\_  
D267E242BF6948C

County Clerk

APPROVED:

 \_\_\_\_\_  
E4662E00004448F

Director, Boone County Resource Management

Commission Order 123-2025

Date 03.06.2025

**GENERAL CONSULTANT SERVICES AGREEMENT**

**THIS AGREEMENT** dated this 6<sup>th</sup> day of March, 2025, 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 Introba Inc. (herein "Consultant").

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

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2025, or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2025. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

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

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

services, the Consultant's proposal shall respond to the options requested or provide reasons why the Consultant cannot provide or respond to the request for optional services.

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

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

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

**3. Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone

County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

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

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

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

from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

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

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

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

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

changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

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

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

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

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



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

**INTROBA INC.**

By Signed by:  
Michael E. Shea, III  
0277ADA95E034DF...

Title Vice President

Dated: 2/6/2025

**BOONE COUNTY, MISSOURI**

By DocuSigned by:  
FG KIL  
57400BEC098434D4...

Presiding Commissioner

Dated: 2/20/2025

APPROVED AS TO FORM:

DocuSigned by:  
[Signature]  
7D71D5EAE86074DD...  
County Attorney

ATTEST:

Signed by:  
Brianna L. Lannon  
D267E2428F8648C...  
County Clerk

APPROVED:

Signed by:  
Bill Flona  
E4553E95C9444BF...

Director, Boone County Resource Management

Commission Order 123-2025

Date 03.06.2025

**GENERAL CONSULTANT SERVICES AGREEMENT**

**THIS AGREEMENT** dated this 6th day of March, 2025, by and between Boone County, Missouri, a first-class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and McClure Engineering Co (herein "Consultant").

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

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2025, or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2025. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

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

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

cannot provide or respond to the request for optional services.

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

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

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

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

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

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

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

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

employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

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

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

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

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

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

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

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

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

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

**MCCLURE ENGINEERING CO**

By Signed by:  
Timothy Devaney, P.L.S.  
BOE7E9E6A419E3

Title TEAM LEADER - PLS

Dated: 2/6/2025

**BOONE COUNTY, MISSOURI**

By DocuSigned by:  
[Signature]  
574000ED95643404

Presiding Commissioner

Dated: 2/20/2025

**APPROVED AS TO FORM:**

DocuSigned by:  
[Signature]  
70710EAE89D07ADD

County Attorney

**ATTEST:**

Signed by:  
Brianna L. Lennon  
D297E2429FB948C

County Clerk

**APPROVED:**

Signed by:  
Bill Flora  
54663D06CD4440F

Director, Boone County Resource Management

123-2025

Commission Order

Date 03.06.2025

**GENERAL CONSULTANT SERVICES AGREEMENT**

**THIS AGREEMENT** dated this 6<sup>th</sup> day of March, 2025, 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 Thouvenot, Wade & Moerchen, Inc (herein "Consultant").

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

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2025, or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2025. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

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

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



services, the Consultant's proposal shall respond to the options requested or provide reasons why the Consultant cannot provide or respond to the request for optional services.

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

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

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

**3. Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone

County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

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

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

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

from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

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

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

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

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

changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

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

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

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

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

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

**THOUVENOT, WADE & MOERCHEN, INC**

By Signed by:  
Robert S. DeLancini  
03F1022A80894811

Title President

Dated: 2/6/2025

**BOONE COUNTY, MISSOURI**

By DocuSigned by:  
[Signature]  
574008ED0843404

Presiding Commissioner

Dated: 2/20/2025

APPROVED AS TO FORM:

DocuSigned by:  
[Signature]  
707105AEB807400

County Attorney

ATTEST:

Signed by:  
Brianna L. Lennon  
D267E2420FB940C

County Clerk

APPROVED:

Signed by:  
Bill Flora  
F4603E90C84148F

Director, Boone County Resource Management

**CERTIFIED COPY OF ORDER****STATE OF MISSOURI**

March Session of January Adjourned

Term ~~20~~ 25**County of Boone**

} ea.

In the County Commission of said county, on the

6th

day of

March

20

25

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 City of Columbia Animal Control Services Cooperative Agreement.


The terms of the Agreement are set out in the attached and the Presiding Commissioner is authorized to sign said Agreement.

Done this 6<sup>th</sup> day of March 2025.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

REQUEST  
DATE

# PURCHASE REQUISITION

## BOONE COUNTY, MISSOURI

**VENDOR NO.**

**VENDOR NAME**

**BID NUMBER**

**Ship to Department # 1730 ANIMAL CONTROL**

## Bill to Department # 1730

[illegible]

GRAND TOTAL:	281,793.00
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I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

**Approving Official**

Prepared By

### Auditor Approval

025900

Permanent Record  
Filed in Clerk's Office

Introduced by Buffalo  
First Reading 2-3-25 Second Reading 2-17-25  
Ordinance No. 025900 Council Bill No. B 23-25

### AN ORDINANCE

authorizing an agreement with Boone County, Missouri for 2025 animal control services; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with Boone County, Missouri for 2025 animal control services. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof. Any actions taken by or on behalf of the City in connection with such agreement prior to the date of this ordinance are hereby approved and ratified.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 17th day of February, 2025.

ATTEST:

[Signature]  
City Clerk

[Signature]  
Mayor and Presiding Officer

APPROVED AS TO FORM:

[Signature]  
City Counselor



**AGREEMENT**

THIS AGREEMENT, is made and entered into on the date of the last signatory noted below, by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called the "City" and Boone County, Missouri, hereinafter called the "County,"

IN CONSIDERATION of the mutual covenants herein contained, it is hereby agreed by and between the Parties as follows:

1. The City agrees to provide the equivalent of two and one-third full-time (2.33 F.T.E) benefited animal control officers for services to Boone County residents living outside the corporate limits of the City. All officers so provided shall be suitably trained employees of the City.
2. The City will provide appropriate materials and supplies associated with supporting the personnel listed in paragraph 1.
3. The City enters into contracts with the Central Missouri Humane Society, a Missouri not-for-profit corporation, for the provision of office space, veterinary care, and kennel facilities. Copies of any such future contracts between the City and the Humane Society or other provider for these services during the term of this agreement shall be forwarded to the Boone County Commission for informational purposes.
4. Capital items previously purchased by the City to provide Animal Control services for Boone County, the cost of which has been reimbursed by the County, shall continue to be used to provide services under this agreement. Such items, however, shall be returned to the County within thirty (30) days of termination of this agreement unless the parties, by written agreement, provide otherwise.
5. The County shall pay City a proportionate share (33%) of the personnel costs, materials and supplies, utilities, travel and training, and other miscellaneous services and intra-governmental charges of the Animal Control division of the City's Public Health and Human Services Department to fulfill its obligations under this agreement. The proportionate amount shall be determined by dividing the total cost for each such category by the number of City animal control officers and multiplying that number by the two and one-third (2.33) full-time equivalent employees provided County under this agreement.
6. An estimate of the County's annualized cost under this agreement is set forth in Schedule A which is attached to and made a part of this agreement.
7. The parties agree that the City will bill the County on a quarterly basis for one-fourth of the total contract amount. By March 1, 2026, a final report will be prepared and will include appropriate accounting documentation for reconciliation purposes. A statistical report of services rendered by the City to the County will be provided annually. The annual reconciliation will be conducted consistent the parties' established course of dealing and will include the following:
  - A. Program revenues and related program expenses arising from activities that pertain solely to the City will be set apart to the City and program revenues and related program expenses arising from activities that pertain solely to the County will be set apart to the County.
  - B. All other program revenues and related program expenses will be netted and the balance of expenses shall be allocated between the parties consistent with their planned funding of this joint department (67% to City and 33% to County).
8. During the term of this Agreement, the City will provide liability insurance coverage on the interior

space the Health Department occupies (Unit #1 of the Columbia/Boone County Health Department Condominium) in the same manner that it does for other City-owned facilities.

9. This agreement shall be in full force and effect during calendar year 2025; provided, however, that either party may terminate this agreement upon thirty (30) days written notice of the other party.

10. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

11. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their duly authorized officers as of the day and year last written below.

THE CITY OF COLUMBIA, MISSOURI

E-SIGNED by De'Carlton Seewood

BY: on 2025-02-18 12:51:31 GMT

De'Carlton Seewood, City Manager

Date: February 18, 2025

RR

ATTEST:

E-SIGNED by Sheela Amin  
on 2025-02-18 14:06:37 GMT

Sheela Amin, City Clerk

APPROVED AS TO FORM:

E-SIGNED by Nancy Thompson  
on 2025-02-13 21:42:23 GMT

R.W.

Nancy Thompson, City Counselor/rw

BOONE COUNTY, MISSOURI

BY:

Kip Kendrick, Presiding Commissioner

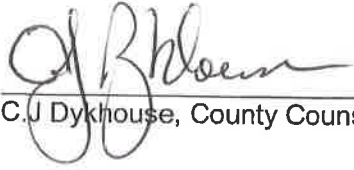
Date:

3/6/2025

ATTEST:

Brianna Lennon  
Brianna Lennon, County Clerk

APPROVED AS TO FORM:



C.J. Dykhouse, County Counselor

Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

Kyle Pieman by HA 2-24-25 1730-84200  
Boone County Auditor Date

SCHEDULE A

**ANIMAL CONTROL**

Personnel (2.33 FTE)	\$160,601
Materials and Supplies	\$10,172
Training and Schools	\$1,040
Intra-governmental	\$29,106
Charges	
Utilities, Services,	\$80,874
& Other Miscellaneous	

<b>Total</b>	<b>\$281,793</b>
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