

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

February Session of the January Adjourned Term. 20 09

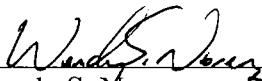
In the County Commission of said county, on the 17th day of February 20 09

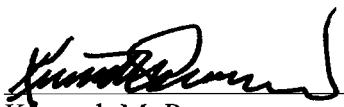
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Boone County Collector to fill the vacancy in the position of Lead Deputy Collector, range 27, as a Deputy Collector, range 23, until the Collector determines it is appropriate to fill the position of Lead Deputy Collector, range 27. It is further ordered the Boone County Auditor is hereby authorized to assign an additional position number to be used for the interim Deputy Collector position.

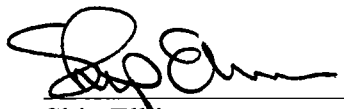
Done this 17th day of February, 2009.

ATTEST:


 Wendy S. Moren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

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STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned Term. 20 09

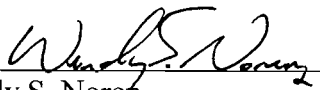
In the County Commission of said county, on the 17th day of February 20 09

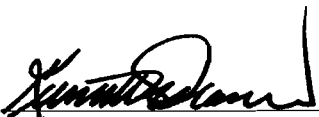
the following, among other proceedings, were had, viz:

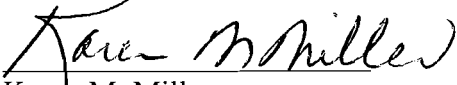
Now on this day the County Commission of the County of Boone does hereby approve Amendment Number One – 92/2007 – Radios and Radio Related Installation and Repair. It is further ordered the Presiding Commissioner is hereby authorized to sign said amendment.

Done this 17th day of February, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned Term. 20 09

In the County Commission of said county, on the 17th day of February 20 09

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


Now on this day the County Commission of the County of Boone does hereby authorize the utilization of the Missouri Department of Transportation contract 3-080916LD for Light Duty Half Ton Trucks with Putnum Chevrolet of California, Missouri, and authorizes the disposal of the following:

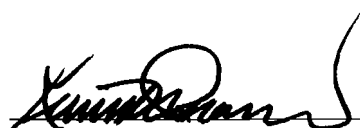
- 1994 Ford 1/2 Ton Pickup Truck, fixed asset tag 8684, VIN #1FTDF15Y3RNB35123
- 2002 Chevrolet Blazer, fixed asset tag 13396, VIN #1GNDDT13W42K208153

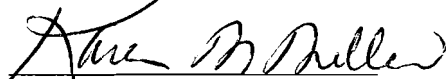
It is further ordered the Presiding Commissioner is hereby authorized to sign said contract and disposal forms.

Done this 17th day of February, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 01/06/09

FIXED ASSET TAG NUMBER: 8684

DESCRIPTION: 1994 Ford 1/2 T Pickup truck

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION: VIN: 1FTDF15Y3RNB35123

CONDITION OF ASSET: FAIR

REASON FOR DISPOSITION: Replacing unit with another vehicle. High Mileage: 124881

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: When transferred truck is available.

DEPARTMENT: 2045

SIGNATURE



RECEIVED

JAN - 6 2009

BOONE COUNTY AUDITOR

RECEIVED

FEB 03 2009

BOONE COUNTY AUDITOR

AUDITOR

Receipt in file:
2049-3835

ORIGINAL PURCHASE DATE 5/24/1994

ORIGINAL COST 10,917.00

ORIGINAL FUNDING SOURCE 2731, 2741, 2784
1605

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 59-2009

DATE APPROVED 2/17/09

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 01/06/09

FIXED ASSET TAG NUMBER: 13396

DESCRIPTION: 2002 Chevrolet Blazer 4WD

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION: VIN: 1GNDT13W42K208153

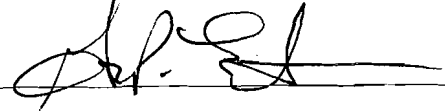
CONDITION OF ASSET: FAIR

REASON FOR DISPOSITION: Replacing unit with another vehicle. High Mileage: 121393

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: When new truck arrives.

DEPARTMENT: 2045

SIGNATURE _____



RECEIVED

JAN - 6 2009

BOONE COUNTY AUDITOR

RECEIVED

FEB 03 2009

BOONE COUNTY AUDITOR

AUDITOR

ORIGINAL PURCHASE DATE 5/14/2002
ORIGINAL COST 22,529.00
ORIGINAL FUNDING SOURCE 2741
1605

Receipt into : 2049-3835

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 59-2009

DATE APPROVED 2/17/09

SIGNATURE 

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned Term. 20 09

In the County Commission of said county, on the 17th day of February 20 09

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

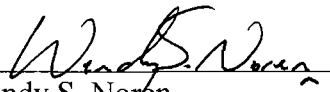
Now on this day the County Commission of the County of Boone does hereby approve the General Consultant Services Agreements with the following entities:

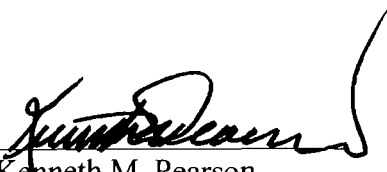
HDR Engineering, Inc.
Harrington & Cortelyou

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

Done this 17th day of February, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

60-2009
FEB 24 2009

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 17th day of February, 2009, 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 Harrington and Cortelyou, 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. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

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

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

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

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

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

County of Jackson)
)ss
State of Missouri)

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

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

Mark S. Huck 01/30/2009
Affiant Date

Mark S. Huck

Printed Name

Subscribed and sworn to before me this 30 day of January, 2009.

Pamela R. Corbett
Notary Public

PAMELA R. CORBETT
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: June 3, 2010
Commission # 06433737

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

HARRINGTON AND CORTELYOU, INC.

By Mark A. Huck

Title Vice President

Dated: January 30, 2009

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 2/17/09

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

[Signature]
County Clerk

APPROVED:

[Signature]
Director, Boone County Public Works

CERTIFICATION:

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

[Signature] 2/20/09
Auditor by Date

No Encumbrance Required

	<u>2009 Actual Salary Rates</u>	<u>2009 Billable Rates</u>
Principals		
D. M. Waltemath	52.44	153.65
K. R. Eisenbeis	51.58	151.13
Project/Senior Engineers		
M. S. Huck	48.42	141.87
E. W. Neprud	45.26	132.61
S. M. Warger	45.26	132.61
M. W. Carroll	41.84	122.59
S. A. Pellegrino	41.81	122.50
Design Engineers		
J. D. Stevenson	38.22	111.98
J. M. Sarson	36.06	105.66
P. N. Wuertz	30.11	88.22
C. D. Mason	27.66	81.04
J. C. Sebolt	26.35	77.21
B. E. Falk	25.86	75.77
A. R. Bush	24.54	71.90
Senior Technicians		
J. K. Green	33.19	97.25
T. L. Wells	32.76	95.99
Technicians		
J. J. Jenkins	22.27	65.25
B. J. Ledford	20.80	60.94
D. L. Aguilar	14.21	41.64
Special Consultants		
H. G. Jones	45.00	131.85
G. N. Pavlakis	43.50	127.46
S. D. Shank	31.50	92.30

Compensation:

We request compensation on the basis of the billable rate of employees and direct reimbursement for expenses related to the performance of the contract, including subcontracts, printing and reproduction, computer charges and automobile mileage.

Automobile rate for 2009 has been set at \$0.55 per mile.

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 17th day of February, 2009, 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 HDR Engineering, 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. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

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

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

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

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

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HDR ENGINEERING, INC.
By Donald R. Curtis, Jr., P.E.

Vice President, HDR Engineering, Inc.
Title _____

Dated: 01-29-09

APPROVED AS TO FORM:

[Signature]
County Attorney

APPROVED:

Darin Campbell
Director, Boone County Public Works

BOONE COUNTY, MISSOURI
By [Signature]

Presiding Commissioner

Dated: 2-17-09

ATTEST:

[Signature]
County Clerk

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

[Signature] 2/20/09
Auditor Date
No Encumbrance Required

Company ID Number: 42021

MEMORANDUM OF UNDERSTANDING BETWEEN THE SOCIAL SECURITY ADMINISTRATION AND THE DEPARTMENT OF HOMELAND SECURITY

DATE: 03/09/06 BY: [REDACTED]

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **HDR Engineering, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 42021

5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

Company ID Number: 42021

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

Company ID Number: 42021

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

Company ID Number: 42021

a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

Company ID Number: 42021

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

Company ID Number: 42021

the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

Company ID Number: 42021

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

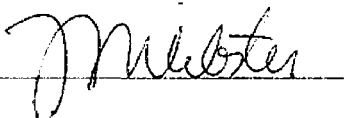
The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer HDR Engineering, Inc.

Judith Webster,

Name (Please type or print)



Signature

SVP, Director of Human Resources

Title

3/23/2007

Date

Company ID Number: 42021

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

03/23/2007

Signature

Date

Company ID Number: 42021

**INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: **HDR Engineering, Inc.**

Company Facility Address: **8404 Indian Hills Drive
Omaha, NE 68114**

Company Alternate Address:

County or Parish: **DOUGLAS**

Employer Identification Number: **470680568**

North American Industry
Classification Systems Code: **541330**

Parent Company: **HDR**

Number of Employees: **100 to
499** Number of Sites Verified for: **80**

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- OREGON 2 site(s)
- KENTUCKY 2 site(s)
- NEBRASKA 2 site(s)
- MASSACHUSETTS 1 site(s)
- MONTANA 2 site(s)
- FLORIDA 7 site(s)
- TEXAS 10 site(s)
- ILLINOIS 3 site(s)
- LOUISIANA 1 site(s)
- IDAHO 1 site(s)
- WEST VIRGINIA 2 site(s)
- OHIO 4 site(s)
- MARYLAND 1 site(s)
- SOUTH DAKOTA 1 site(s)
- NEW MEXICO 1 site(s)
- NORTH DAKOTA 1 site(s)
- MINNESOTA 1 site(s)
- NEW JERSEY 1 site(s)
- WYOMING 3 site(s)

Company ID Number: 42021

• INDIANA	1	site(s)
• UTAH	1	site(s)
• ARIZONA	3	site(s)
• COLORADO	3	site(s)
• PENNSYLVANIA	3	site(s)
• IOWA	1	site(s)
• GEORGIA	1	site(s)
• NEVADA	2	site(s)
• VIRGINIA	3	site(s)
• CALIFORNIA	8	site(s)
• MISSOURI	2	site(s)
• WASHINGTON	6	site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **Marilyn Kerans**
Telephone Number: **(402) 399 - 1225**
E-mail Address: **marilyn.kerans@hdrinc.com**

Fax Number:

Case Administration

- Initial Verification
- View Cases

User Administration

- Change Password
- Pwd Challenge Q&A
- Change Profile

Site Administration

- Add User
- View Users
- Maintain Company
- Terminate Company Participation

Reports

- View Reports

Company Information

Company Name: HDR Engineering, Inc. [View / Edit](#)
Company ID Number: 42021

Physical Location:

Address 1: 8404 Indian Hills Drive
Address 2:
City: Omaha
State: NE
Zip Code: 68114
County: DOUGLAS

Mailing Address:

Address 1:
Address 2:
City:
State:
Zip Code:

Employer Identification Number: 470680568
Total Number of Employees: 100 to 499
Corporate / Parent Company: HDR

Organization Designation:

Employer Category:

NAICS Code: 541330 - ENGINEERING SERVICES [View / Edit](#)

Total Hiring Sites: 80 [View / Edit](#)

Total Points of Contact: 1 [View / Edit](#)

FEE SCHEDULE 2009
Missouri and Kansas Offices

JAN 30 2009

Project Principal	\$230 - \$280
Senior Project Manager	\$190 - \$230
Project Manager	\$145 - \$190
Senior Process Engineer	\$145 - \$190
Process Engineer	\$115 - \$145
Architect	\$100 - \$230
Senior Structural Engineer	\$145 - \$190
Structural Engineer	\$80 - \$145
Senior Electrical Engineer	\$145 - \$190
Electrical Engineer	\$105 - \$145
Senior Mechanical Engineer	\$145 - \$190
Mechanical Engineer	\$105 - \$145
GIS Personnel	\$70 - \$115
Senior Technician	\$80 - \$115
Technician	\$80 - \$105
Senior Drafter	\$80 - \$105
Drafter	\$40 - \$80
Senior Support Staff	\$75 - \$105
Administration Personnel	\$40 - \$75

REIMBURSABLES

Copies 8.5" x 11" B/W	\$0.07 per Copy
Copies 8.5" x 11" Color	\$0.60 per Copy
Copies 11" x 17" Color	\$1.20 per Copy
Technology Charge (Computers)	\$3.70 per Hour
Travel	\$0.55 per Mile
Phone	Cost
Mapping	Cost

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STATE OF MISSOURI }
 County of Boone } ea.

February Session of the January Adjourned Term. 20 09

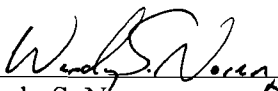
In the County Commission of said county, on the 17th day of February 20 09
 the following, among other proceedings, were had, viz:

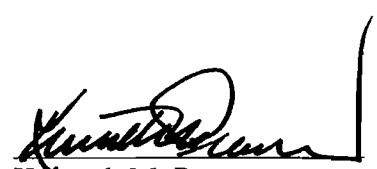
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for the Probate hearing teleconference project:

Department	Account	Department Name	Account Name	Decrease	Increase
2900	86850	LE Sales Tax	Contingency	\$15,000.00	
2901	91301	Sheriff Operations-LE Sales Tax	Computer Hardware		\$10,000.00
2901	60050	Sheriff Operations-LE Sales Tax	Equip. Serv. Contract		\$675.00
2901	91100	Sheriff Operations-LE Sales Tax	Furniture & Fixtures		\$4,325.00

Done this 17th day of February, 2009.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

February Session of the January Adjourned Term. 20 09

In the County Commission of said county, on the 17th day of February 20 09

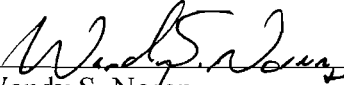
the following, among other proceedings, were had, viz:

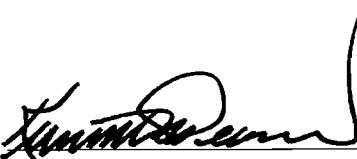
Now on this day the County Commission of the County of Boone does hereby identify the following as stakeholders in the Hinkson Creek Watershed Restoration Project:

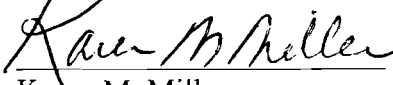
MO Department of Transportation District 5- Mike Schupp
 University of MO research- Allen Thompson
 City of Columbia - Steve Hunt
 MO Department of Conservation - John Schultz
 University of MO Administration- Todd Houts
 Boone County Soil and Water Conservation District Board- Stephanie Smith
 MO Department of Natural Resources, TMDL unit- Anne Peery
 Central Missouri Development Council- Jay Lindner
 Columbia Chamber Commerce- Tina Bernskoetter
 MO Stream Teams- Jeanine Pagan
 Sierra Club- Ken Midkiff
 Farm Bureau - Kevin Martz
 Sustain Mizzou- Samuel McKee
 Audubon Society- Mariel Stephenson
 Columbia Special Business District- Carrie Gartner
 Greenbelt Land Trust- Jeff Barrow
 Boone Co. Smart Growth- Ben Londeree
 Quarry Heights Neighborhood Association- Mike Currier
 Hominy Branch Neighborhood Association- Thad Simmons

Done this 17th day of February, 2009.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned Term. 20 09

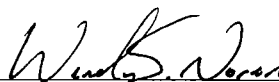
In the County Commission of said county, on the 17th day of February 20 09


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

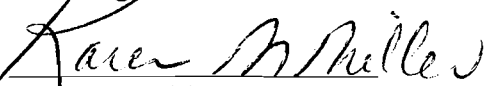
Now on this day the County Commission of the County of Boone does hereby approve the Public Infrastructure Development and Security Agreement with C.L. Richardson Construction Company. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 17th day of February, 2009.

ATTEST:


Wendy S. Nofen
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

PUBLIC INFRASTRUCTURE DEVELOPMENT AND SECURITY AGREEMENT

Date: February 17, 2009

Developer / Contractor Name: C.L. Richardson Construction Company
15475 Hwy 63 South
Ashland, MO 65010

Development: Woodlands Plat #5

This agreement is made effective on the above date by and between the above named Developer / Contractor and Boone County, Missouri, a political subdivision of the State of Missouri, (as referred to as "County").

In consideration of the performance based by each party of their respective obligations described in this agreement, the parties agree to the following:

1. **Background and Purpose of Agreement** – This agreement is made pursuant to Section 1.7.5 of the Subdivision Regulations of Boone County, Missouri, the Roadway Regulations of Boone County, Missouri, and the authority granted in RSMo Sec. 64.825 in order to permit Developer/Contractor to obtain final approval of the Plat for the development described above in order to assure the county a final completion of required public infrastructure and improvements within public and dedicated right-of-way to be accepted by county for maintenance. By entering this agreement the Developer/Contractor is agreeing to complete improvements described below in accordance with County Regulations and specifications and provide to County with financial security in the event the Developer/Contractor fails to complete such improvements within the time provided for by this agreement.

2. **Description of Improvements** – The Developer/Contractor agrees to complete the following described improvements in accordance with published County specifications contained within the Roadway Regulations of Boone County now in effect: finish grading and seeding evidenced by substantial grass growth along the areas described in the attached exhibit entitled "Bonding Requirements for Restoration."

3. **Time for Completion** – The Developer/Contractor agrees to complete the improvements described in paragraph 2 no later than the 15th day of October, 2009 and all such improvements shall be inspected to determine their acceptability by the County's Public Works Department as of this date.

4. **Security for Performance** - To secure the Developer/Contractor's performance of its obligation under this agreement, Developer/Contractor hereby pledges and provides the County with security in the amount of **a surety bond in the amount of Five Thousand Dollars**

(\$5,000.00), in a form attached hereto and incorporated herein by reference, which County may use and apply for completion of the above described improvements in the event the Developer/Contractor fails to complete the above described improvements within the time and within manner approved and accepted by County. The security shall be provided to County as a condition precedent to the effectiveness of this agreement.

5. **Use of Security** – The Developer/Contractor hereby authorizes County to use, redeem, and obtain payment, as applicable, from the security described above for purposes of completing improvements required by the Developer/Contractor under this agreement in the event that such improvements are not completed within the time provided for by this agreement or any extension thereof granted by County, or in the event such improvements are not in accordance with regulatory requirements or specifications imposed by County. In the event Developer/Contractor fulfills its obligations in the time and manner required by this agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect. It is further agreed that no forbearance on the part of the County in enforcing any of its rights under this Agreement or during any extension thereof by the County, shall constitute a waiver of any terms of this Agreement or a forfeiture of any of County's rights.

6. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.

7. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors and interest in successors in assigned offices.

IN WITNESS WHEREOF the Developer/Contractor and the County have executed this agreement to be effective on the day and year first above written.

Developer/Contractor:

C.L. Richardson Construction Company

By: *C.L. Richardson*

Printed Name: C.L. Richardson

Title: President

/

BOONE COUNTY, MISSOURI:

County Commission:



KENNETH M. PEARSON, Presiding Commissioner

Attest:



WENDY S. NØREN, Clerk of the County Commission

Public Works Department:

DERIN CAMPBELL, Interim Public Works Director

Approved as to form:



C.J. DYKHOUSE, County Counselor

BONDING REQUIREMENTS FOR RESTORATION

Road Name	ROW Width (Feet)	Roadway Length (Feet)	ROW Restoration (Square Feet)	ROW Restoration (Acres)
Turkey Trail Drive	20	570.00	11,400	0.26
Turkey Trail Drive	28	1,025.00	28,700	0.66
Rabit Run	28	615.00	17,220	0.40
Rabit Run	20	1,485.00	29,700	0.68
Bobcat Court (east)	20	375.00	7,500	0.17
Bobcat Court (west)	20	1,175.00	23,500	0.54
Cottage Lane	20	975.00	19,500	0.45
Total Acres				3.16

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

**C.L. Richardson Construction Company
15475 Hwy 63 South
Ashland, MO 65010**

as Principal, hereinafter called Contractor, and Fidelity And Deposit Company Of Maryland

a Corporation, organized under the laws of the State of Maryland

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto Boone County Missouri, as Obligee, hereinafter called Owner, in the amount of **\$5,000.00 (Five Thousand Dollars and No Cents)** for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has agreed, as a condition of acceptance by Boone County of certain subdivision improvements, to ensure that grass is property seeded and germinated along the right of way, for the following subdivision: **Woodlands Plat #5.**

in accordance with drawings, specifications and terms reflected in a Public Infrastructure Development and Security Agreement prepared by Boone County Missouri, which contract and exhibit is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, and shall faithfully pay prevailing hourly wages and comply with all prevailing wage requirements as provided by such Contract and applicable prevailing wage laws, rules, and rates specified by regulation thereunder, and shall have substantial grass growth in the right-of-way no later than the 15th day of October, 2009, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1) Complete the Contract in accordance with its terms and conditions, or

Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

Any suit under this bond must be instituted before the expiration of two (2) years from October 15, 2009. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Missouri.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its

Attorney-In-Fact at Columbia, MO, on
this 17th day of February, 2009.

C.L. Richardson Construction Company
(Contractor)

BY: C.L. Richardson

Print Name/Title: C.L. Richardson, President

Fidelity And Deposit Company Of Maryland
(Surety Company)

(SEAL)

BY: Mary D. Davidson
(Attorney-in-Fact) Mary D. Davidson

BY: Mary D. Davidson
(Missouri Representative) Mary D. Davidson

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of this bond).

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Gary GROSSNICKLE, Charles W. DIGGES, JR., J. D. TRICE, Kimberly A. HUGHES and Mary D. DAVIDSON, all of Columbia, Missouri, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, ~~any and all bonds and undertakings~~, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md. in their own proper persons. This power of attorney revokes that issued on behalf of Gary GROSSNICKLE, Charles W. DIGGES, JR., Dorothy D. DURNIL, J. D. TRICE, Kimberly A. HUGHES, dated January 23, 2004.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of January, A.D. 2005.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes Assistant Secretary

William J. Mills

By: *William J. Mills* Vice President

State of Maryland }
City of Baltimore } ss:

On this 11th day of January, A.D. 2005, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski Notary Public
My Commission Expires: July 8, 2007

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned Term. 20 09

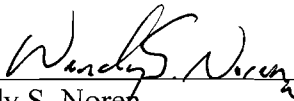
In the County Commission of said county, on the 17th day of February 20 09

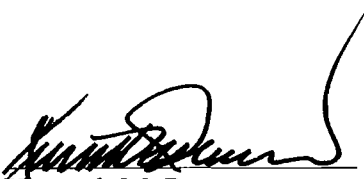
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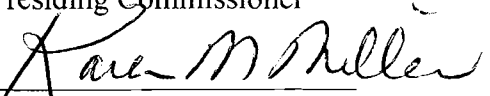
Now on this day the County Commission of the County of Boone does hereby approve the Records Preservation Agreement with the Boone County Historical Society. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 17th day of February, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

RECORDS PRESERVATION AGREEMENT

This agreement is made and entered into this 17th day of February, 2009, by and between the Boone County Historical society (herein Historical Society) and Boone County, Missouri through the Boone County Commission (herein County).

WITNESSETH:

WHEREAS, the County is interested in preserving records of historical value a part of an ongoing effort to more efficiently preserve County records overall, and

WHEREAS, the Historical society is interested in reviewing and preserving records created by or on behalf of the government of Boone County, Missouri for historical purposes, and

WHEREAS, both parties are empowered to contract for these common purposes.

NOW THEREFORE in consideration of the mutual agreement contained herein the parties agree as follows:

1. The Historical Society agrees to review for historical significance all non-permanent County records held by the County in excess of their retention date as prescribed by law and to preserve and/or display for public viewing, review and reference those which are deemed to have historical value for the citizens Boone County. All review and preservation work shall be conducted under the supervision or with the approval of the County Clerk and all documents held in County archives shall be used only with the consent of the County Clerk.
2. In exchange for the services outlined in paragraph 1 provided by the Historical Society, the County agrees to pay the Historical Society the sum of twenty-one thousand dollars (\$21,000) for fiscal year 2009.
3. This agreement shall renew automatically from year to year subject to the County making annual appropriations for funding it and subject to the termination rights specified in this paragraph and below. The parties agree that funding for this agreement may be increased or decreased on an annual basis as determined by appropriation order of the County Commission; it is further agreed that Historical Society may immediately terminate this agreement upon written notice thereof to County in the event it determines it cannot fulfill its obligations under this agreement for the annual appropriations made available to fund the services provided under this agreement.
4. In addition to the provisions of paragraph 3 above, this agreement may be terminated for any reason by either party by giving the other party advance

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned Term. 20 09

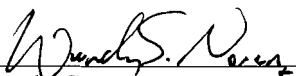
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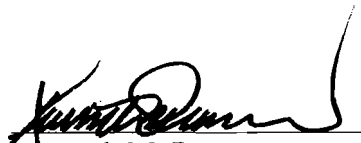
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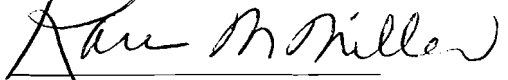
Now on this day the County Commission of the County of Boone does hereby approve the 2009 Homemaker/Personal Care and Respite contract with Pyramid Homemaker Services. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 17th day of February, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

AGREEMENT FOR PURCHASE OF HOMEMAKER/PERSONAL CARE
AND RESPITE CARE SERVICES

THIS AGREEMENT, dated the 17th day of February, 2009, is entered into between Boone County, Missouri, through its County Commission, hereinafter referred to as the "County" and Pyramid Homemaker Services, hereinafter referred to as the "Provider".

WHEREAS, the County is desirous of providing homemaker/personal care and respite care services as stated in the application received by the Office of Community Services which is hereby incorporated by reference as fully as if herein set forth.

NOW THEREFORE, the County and Provider agree:

1. Provider shall provide homemaker/personal care and respite care services in accordance with the application of Provider that is on file in the Office of Community Services. Services purchased under this Agreement shall be provided to Boone County residents residing outside the City of Columbia and be provided to persons who meet the eligibility requirements established by the County.
2. Services specified in this Agreement shall be purchased from the contracting home health agency of the client's choice, using the fixed rate amount designated herein. No specific dollar allocation shall be made to any agency.
3. Provider agrees and understands that refusal to deliver services to any client authorized by the County may constitute a breach of this Agreement unless prior approval has been obtained from the County.
4. Provider shall conform at all times to applicable State Licensing Rules for Home Health agencies and/or Missouri Department of Health and Senior Services Standards for Homemaker/Personal Care and Respite Care Services.
5. Provider shall keep and maintain authorization documents, record of payments received from the County, and complete records to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) calendar years following expiration of this Agreement.
6. All such records and documents pertinent to this Agreement shall be subject at all times to inspection, review, or audit by County personnel and other personnel duly authorized by the County, subject to prior authorization by the patient.
7. If Provider is terminated from service with the County or goes out of business, all applicable records or copies thereof shall be furnished to the County at the time of termination or cessation of business.
8. County shall be permitted to conduct an on-site review of the program operated by the Provider, at a time mutually agreed upon by both parties.
9. Provider agrees that if a suit or claim is filed or made against County, or its officers or employees, based upon the Provider's performance under this agreement, or the County's selection of Provider as a contracting agency, or the County's failure to supervise or monitor Provider's performance under this agreement, Provider will defend the County against said suit or claim and pay whatever damages may be assessed against the County. Provider is entitled to use whatever defenses it has in law or fact against such claimants and County agrees to assist in the factual defenses raised by the Provider. County agrees that if a suit or claim is filed or made

against the Provider based upon the County's performance under this agreement, County will defend the Provider against said suit or claim and pay whatever damages may be assessed against the Provider. County is entitled to use whatever defenses it has in law or fact against such claimants and Provide agrees to assist in the factual defenses raised by the County.

10. Provider shall not assign the responsibility of this Agreement to another party without prior written approval of the County.
11. Payment shall be made only for those services specified in this Agreement as authorized by the County. Said authorization shall be furnished to the Provider in writing by the Columbia/Boone County Health Department and shall include the name of the Provider, the period of authorization, the type of service, the level of service, and the client to be served.
12. The rate of reimbursement for the period January 1, 2009 through December 31, 2009 is \$4.24 per unit of service for homemaker/personal care services and \$3.78 per unit of service for respite care services. A unit of service is one-quarter hour. Reimbursement rates may be increased at the sole discretion of the County so as to ensure that reimbursement rates correspond with current state rates for these services.
13. The County shall pay the provider on the basis of monthly invoices, which shall be submitted to the Office of Community Services within fifteen days following the last day of each billing period on forms provided by the County for this purpose. Any invoices submitted after the fifteen day time period will be held over until the next month's billing cycle.
14. Supplemental invoices will be accepted for payment within 60 days of service delivery. Any supplemental invoices submitted later than 60 days after service delivery will not be reimbursed.
15. The Provider must submit the final invoice for reimbursement to the County no more than fifteen (15) days after the contract ends or is terminated.
16. This Agreement shall begin January 1, 2009 or the date on which the Agreement has been signed by both parties, whichever is later, and shall end on December 31, 2009. This agreement may, upon mutual written consent with the provider, be renewed for a maximum of three (3) additional one year periods.
17. Provider agrees that the County may at its sole option and with agreement of the Provider renew this Agreement for three (3) consecutive one-year terms. Additionally, Provider agrees and understands that the County may require supplemental information to be submitted by Provider prior to any renewal of this Agreement.
18. This Agreement may be terminated by either party upon thirty (30) days notice, with or without cause; notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
19. It is further understood and agreed that either party at any time may, with cause related to adequacy of performance, terminate this contract immediately by written notice.
20. If this Agreement is terminated for any reason, the obligation of the County shall be limited to payment for services provided in accordance with the Agreement prior to the date of termination. In all circumstances, County's obligation to make payments hereunder are subject to annual appropriations made available by County to fund its obligations to Provider.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

PROVIDER:

BY: Cole Bridgel

TITLE: COO

DATE: 1/23/09

BOONE COUNTY, MISSOURI:

BY: [Signature]
Presiding Commissioner

ATTEST:

BY: [Signature]
County Clerk

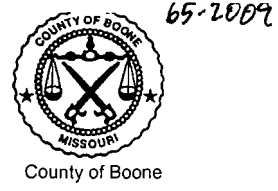
APPROVED AS TO FORM:

BY: [Signature]
County Counselor

AUDITOR CERTIFICATION

In accordance with RSMo, 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

June Pitchford by KH 2/5/09 No encumbrance required. 1420-86621
Signature Date Appropriation Account



Health Department
Office of Community Services

January 12, 2009

Mr. Roger Campbell
American HomeCare Management
P.O. Box 534
Kennett, MO 63857

RE: Renewal of County of Boone Vendor Contract for Homemaker/Personal Care and Respite Care Services

Dear Mr. Campbell:

This letter is to confirm the County of Boone's intent to renew your current contract to provide homemaker/personal care and respite care services to county clients as authorized by the Columbia/Boone County Office of Community Services. As you may know, your current county contract allows for the renewal of your contract for four consecutive one-year terms upon written agreement between both parties.

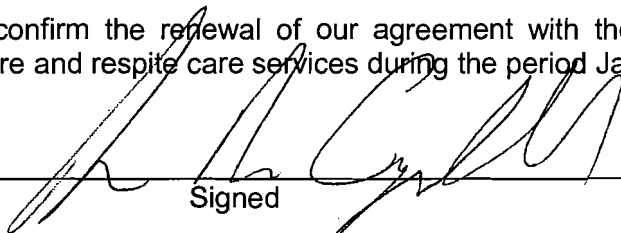
The terms and conditions of your current contract will remain in place including the current reimbursement rates of \$4.24/unit (1/4 hour) for homemaker/personal care services and \$3.78/unit (1/4 hour) for respite care services.

Please confirm your agreement to renew your current contract with the County of Boone by signing and returning this letter to me at the address below. Thank you for your continued service to the elderly and disabled citizens of our community.

Sincerely,

Steve Hollis, Manager
Office of Community Services

This is to confirm the renewal of our agreement with the County of Boone to provide homemaker/personal care and respite care services during the period January 1, 2009 - December 31, 2009.

Signed  Date 1/15/09



**Health Department
Office of Community Services**

January 12, 2009

Ms. Gwen Beebe, Executive Director of Business Development
Integrity Home Care
4247 S. Glenstone Ave
Springfield, MO 65804-4921

RE: Renewal of County of Boone Vendor Contract for Homemaker/Personal Care and Respite Care Services

Dear Ms. Beebe:

This letter is to confirm the County of Boone's intent to renew your current contract to provide homemaker/personal care and respite care services to county clients as authorized by the Columbia/Boone County Office of Community Services. As you may know, your current county contract allows for the renewal of your contract for two consecutive one-year terms upon written agreement between both parties.

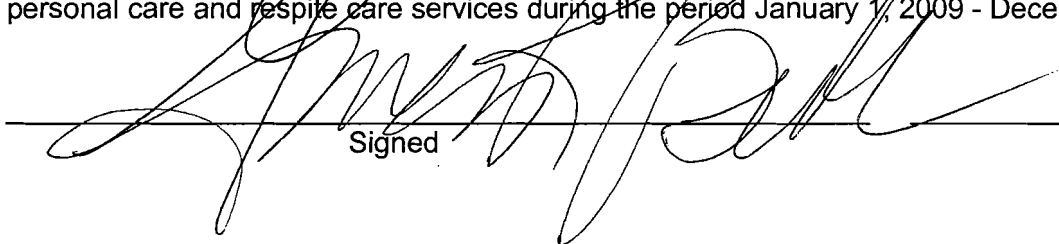
The terms and conditions of your current contract will remain in place including the current reimbursement rates of \$4.24/unit (1/4 hour) for homemaker/personal care services and \$3.78/unit (1/4 hour) for respite care services.

Please confirm your agreement to renew your current contract with the County of Boone by signing and returning this letter to me at the address below. Thank you for your continued service to the elderly and disabled citizens of our community.

Sincerely,

Steve Hollis, Manager
Office of Community Services

This is to confirm the renewal of our agreement with the County of Boone to provide homemaker/ personal care and respite care services during the period January 1, 2009 - December 31, 2009.

 1/15/2009

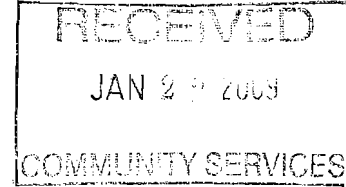
Signed Date



Health Department
Office of Community Services

January 12, 2009

Ms. Kathy Banes, Director of Operations
Premier Home Health Care, Inc.
1617 East Ashland
Nevada, MO 64772



RE: Renewal of County of Boone Vendor Contract for Homemaker/Personal Care and Respite Care Services

Dear Ms. Banes:

This letter is to confirm the County of Boone's intent to renew your current contract to provide homemaker/personal care and respite care services to county clients as authorized by the Columbia/Boone County Office of Community Services. As you may know, your current county contract allows for the renewal of your contract for four consecutive one-year terms upon written agreement between both parties.

The terms and conditions of your current contract will remain in place including the current reimbursement rates of \$4.24/unit (1/4 hour) for homemaker/personal care services and \$3.78/unit (1/4 hour) for respite care services.

Please confirm your agreement to renew your current contract with the County of Boone by signing and returning this letter to me at the address below. Thank you for your continued service to the elderly and disabled citizens of our community.

Sincerely,

Steve Hollis, Manager
Office of Community Services

This is to confirm the renewal of our agreement with the County of Boone to provide homemaker/personal care and respite care services during the period January 1, 2009 - December 31, 2009.

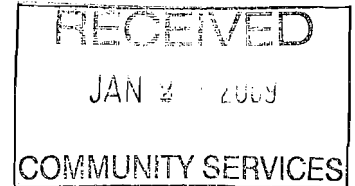
Signed

1/20/09
Date



**Health Department
Office of Community Services**

January 12, 2009



Mr. Joel Davis, C.O.O.
Help At Home
1 N. State Street, Suite 1500
Chicago, IL 60602

RE: Renewal of County of Boone Vendor Contract for Homemaker/Personal Care and Respite Care Services

Dear Mr. Davis:

This letter is to confirm the County of Boone's intent to renew your current contract to provide homemaker/personal care and respite care services to county clients as authorized by the Columbia/Boone County Office of Community Services. As you may know, your current county contract allows for the renewal of your contract for four consecutive one-year terms upon written agreement between both parties.

The terms and conditions of your current contract will remain in place including the current reimbursement rates of \$4.24/unit (1/4 hour) for homemaker/personal care services and \$3.78/unit (1/4 hour) for respite care services.

Please confirm your agreement to renew your current contract with the County of Boone by signing and returning this letter to me at the address below. Thank you for your continued service to the elderly and disabled citizens of our community.

Sincerely,

Steve Hollis, Manager
Office of Community Services

This is to confirm the renewal of our agreement with the County of Boone to provide homemaker/ personal care and respite care services during the period January 1, 2009 - December 31, 2009.

Signed

1-16-09

Date



Health Department
Office of Community Services

January 12, 2009

Ms. Diane Noah, Executive Director
HomeCare of Mid-Missouri
102 West Reed Street
Moberly, MO 65270

RE: Renewal of County of Boone Vendor Contract for Homemaker/Personal Care and Respite Care Services

Dear Ms. Noah:

This letter is to confirm the County of Boone's intent to renew your current contract to provide homemaker/personal care and respite care services to county clients as authorized by the Columbia/Boone County Office of Community Services. As you may know, your current county contract allows for the renewal of your contract for four consecutive one-year terms upon written agreement between both parties.

The terms and conditions of your current contract will remain in place including the current reimbursement rates of \$4.24/unit (1/4 hour) for homemaker/personal care services and \$3.78/unit (1/4 hour) for respite care services.

Please confirm your agreement to renew your current contract with the County of Boone by signing and returning this letter to me at the address below. Thank you for your continued service to the elderly and disabled citizens of our community.

Sincerely,

Steve Hollis, Manager
Office of Community Services

This is to confirm the renewal of our agreement with the County of Boone to provide homemaker/personal care and respite care services during the period January 1, 2009 - December 31, 2009.

Signed

Jan 14, 2009
Date



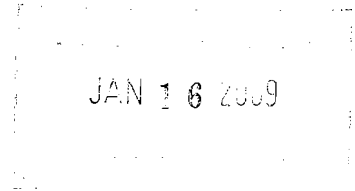
cc: Amy Vickery
cc: Ludie
Janice



**Health Department
Office of Community Services**

January 12, 2009

Mr. Donald Patrick, President & CEO
Northeast Community Action Corporation
16 North Court Street
Bowling Green, MO 63334



RE: Renewal of County of Boone Vendor Contract for Homemaker/Personal Care and Respite Care Services

Dear Mr. Patrick:

This letter is to confirm the County of Boone's intent to renew your current contract to provide homemaker/personal care and respite care services to county clients as authorized by the Columbia/Boone County Office of Community Services. As you may know, your current county contract allows for the renewal of your contract for four consecutive one-year terms upon written agreement between both parties.

The terms and conditions of your current contract will remain in place including the current reimbursement rates of \$4.24/unit (1/4 hour) for homemaker/personal care services and \$3.78/unit (1/4 hour) for respite care services.

Please confirm your agreement to renew your current contract with the County of Boone by signing and returning this letter to me at the address below. Thank you for your continued service to the elderly and disabled citizens of our community.

Sincerely,

Steve Hollis, Manager
Office of Community Services

This is to confirm the renewal of our agreement with the County of Boone to provide homemaker/personal care and respite care services during the period January 1, 2009 - December 31, 2009.

Signed, PRES. & CEO

1/14/09
Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned Term. 20 09

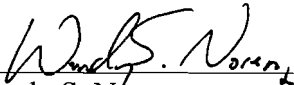
In the County Commission of said county, on the 17th day of February 20 09

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

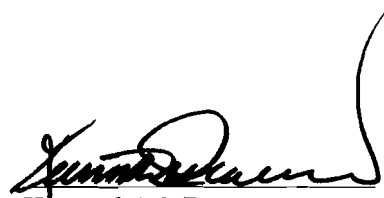
Now on this day the County Commission of the County of Boone does hereby approve the Economic Development Agreement with the Curators of the University of Missouri for the Show-Me Games 2009.

Done this 17th day of February, 2009.

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

AGREEMENT

This agreement made and entered into this 16th day of JANUARY, 2009 by and between Boone County, Missouri, a political subdivision of the State of Missouri, (herein County), and Curators of the University of Missouri, (herein University).

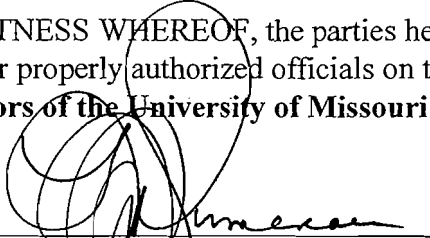
In consideration of mutual agreements herein contained the parties agree as follows:

1. For the purposes of promoting the economic growth and development of Boone County, Missouri, as well as the health and physical fitness of Boone County citizens, the county hereby agrees to pay the University \$20,000.00 for support of the **Show-Me Games 2009.**
2. In consideration of payment of the aforesaid sum, the University agrees to hold the 2008 Show-Me State Games within Boone County, Missouri, and to promote Boone County, Missouri, in accordance with the University's guidelines for "major" sponsors contributing twenty thousand dollars for the sponsorship of the games.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their properly authorized officials on the day and year first above written.

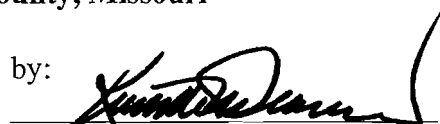
Curators of the University of Missouri Boone County, Missouri

by:



 Lisa J. Wimmerhauser
 Assoc. Director, Business Services

by:

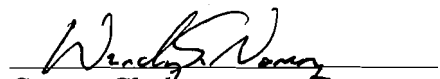


 Presiding Commissioner

ATTEST:

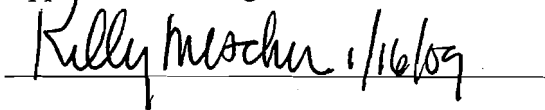
Secretary

ATTEST



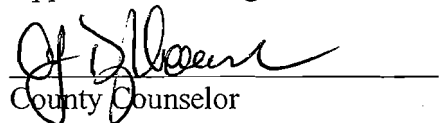
 County Clerk

Approved as to Legal Form:

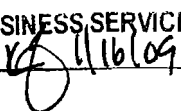


 Kelly Mescher 1/16/09

Approved as to Legal Form:



 County Counselor

BUSINESS SERVICES
 MU  1/16/09



0900128A
BOONE CTY
 SPONSORSHIP OF SMSG 2009

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) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

1510 86687 \$20,000.00

June Pitchford by XG
Auditor Date
8/5/2009

SHOWME.DOC