

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

March Session of the January Adjourned

Term. 20 09

In the County Commission of said county, on the

12th

day of March

20 09

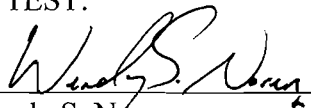
the following, among other proceedings, were had, viz:

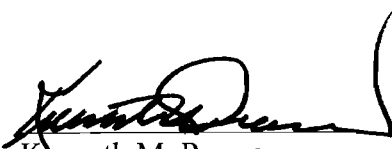
Now on this day the County Commission of the County of Boone does hereby accept the Road and Bridge Advisory Committee Recommendation of Variance Request:

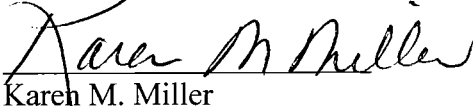
For an island construction at the entrance of Addison Ridge Subdivision with the stipulation that the drainage design and maintenance agreement are completed to the satisfaction of Boone County Public Works.

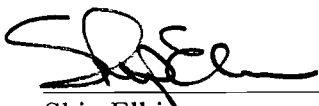
Done this 12th day of March, 2009.

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

Road and Bridge Advisory Committee –January 3, 2008 – Minutes

**ROAD AND BRIDGE ADVISORY COMMITTEE
BOONE COUNTY GOVERNMENT CENTER
801 E. Walnut Street, Columbia, Missouri 65201
(573) 449-8515**

Minutes**5:30PM****Thursday, March, 5, 2009**

- I. **Call to Order:**
The meeting was called to order by Mr. Jim Cunningham at 5:30p.m., Thursday, March 5, 2009, in the Commission Chambers of the Roger I. Wilson Boone County Government Center.
- II. **Roll Call:**
- a. **Members Present:**
 - Mr. Derin Campbell, P.E., Public Works
 - Mr. Ken Pearson, Commission
 - Mr. Thad Yonke, Planning and Building Inspection
 - Dr. Tom Satalowich, Rock Bridge Township
 - Mr. Frank Thomas, Perche Township
 - Mr. Gregory Martin, Katy Township
 - Mr. James Cunningham, Three Creeks Township
 - Mr. Mike Zweifel, Missouri Township
 - b. **Members Absent:**
 - Mr. Mike Hight, Rocky Fork
 - c. **Guests Present:**
 - Dan Brush, Brush and Associates
 - d. **Staff Present:**
 - Mary Schooley, Recording Secretary
- III. **Approval of Minutes:** Minutes from the meeting held on December 4, 2008 were discussed. There were no additions or corrections. Mr. Yonke moved to accept the minutes as presented. Dr. Satalowich seconded the motion. The motion carried.
- IV. **Variance Request:**
- 1. **Addison Ridge Island**
- Mr. Brush, Brush and Associates, was present for the meeting to discuss the variance. Mr. Brush requested a variance to insert an island at the entrance of the Addison Ridge Subdivision.
- Mr. Brush proceeded to request constructing an island and maintaining it in the existing right-of-way through the Home Owners Association. Mr. Brush would like some shrubs, a curtain drain and a pipe to remove excess water. The purpose of the island is to make a scenic entrance coming into the subdivision to go along with the upscale housing.

Road and Bridge Advisory Committee – January 3, 2008 – Minutes

The island would be set back a total of 35' from the edge of the pavement on Hatton Chapel Road. This should allow construction trucks, moving vans and emergency vehicles to maneuver through without problems.

Dr. Satalowich asked if Mr. Brush's request was acceptable to Public Works. Mr. Campbell stated that there have been several requests for islands in the past and we have accepted and rejected them, he was wondering if the committee wanted to set a precedence. However, Mr. Campbell's main concern was how the island was designed for drainage purposes and the fact that he has not seen a maintenance agreement.

Mr. Brush stated he was waiting on the agreement from Public Works. Mr. Yonke and Mr. Campbell agreed that Mr. Brush was to generate the agreement. Mr. Brush commented that after his conversation with John Watkins, Infrastructure Manager he was waiting for Public Works to give him some guidelines for a maintenance agreement. Mr. Watkins had insinuated that islands had been done in the past and Mr. Brush thought Mr. Watkins was going to give him an example of what the county wanted. He stated he did not want to come before the committee with an agreement that did not meet Public Works standards. Mr. Brush asked what stipulations to use since he had not heard anything more from Mr. Watkins. Mr. Campbell explained that we want an agreement stating that the Home Owner's Association or someone else would maintain the island.

Mr. Martin asked what was going to be in the island. Mr. Brush responded with signs, shrubs and planting materials. Mr. Martin asked if the island would be watered. Mr. Brush was uncertain at this time. Mr. Cunningham inquired as to where the stop sign would be and if there would be a turn lane. Mr. Brush stated the stop sign would be out by the road and at this time he did not see a need for a turn lane. Mr. Yonke interjected that the Planning Department was willing to work with Public Works and the developer in this situation. This is an old subdivision that was done under Planning before the rules were understood. As long as Public Works and the developer can work things out Planning will support it.

Mr. Cunningham wanted to make sure all the roads in the subdivision were maintained by Public Works. Mr. Yonke reassured him that they were.

Dr. Satalowich moved to accept the variance as requested. Mr. Yonke asked Mr. Campbell if he agreed. Mr. Campbell opened the floor for further discussion. Mr. Brush stated the only item needed was the maintenance agreement. Mr. Yonke inquired if he was willing to do the punch list presented in a February 25, 2009 letter. Mr. Brush had not seen the punch list, but once given the chance to look it over said he agreed with the punch list items. Mr. Campbell pointed out a few specifics in regards to a change in pipe size, making sure the island has proper drainage and the maintenance agreement needing to be in place. Mr. Yonke suggested the motion to be as follows: Mr. Brush is willing to abide with the drainage and maintenance agreement to the satisfaction of Public Works. Mr. Campbell was in agreement with this motion.

Dr. Satalowich motioned to accept the variance as above and Mr. Yonke seconded. Mr. Cunningham wanted to state for the record there would be more communication with the designer as this subdivision progressed. Mr. Campbell thanked Mr. Brush for requesting the variance before doing the work. The motion passed unanimously.

V. **Old Business:**

Mr. Campbell gave an update on the variance request made by Mr. Larry Kramer (Trailswest retaining wall). He stated he has attempted to meet with him twice. The 1st meeting was cancelled by Commissioner Miller due to inclement weather and the 2nd meeting was cancelled by Mr. Cramer as he was ill.

Road and Bridge Advisory Committee –January 3, 2008 – Minutes

VI. **New Business:**

Mr. Cunningham announced that Mr. Dan Haid, Columbia Township had resigned from the committee.

VII. **Adjourn**

Mr. Yonke moved to adjourn the meeting. Mr. Pearson seconded the motion. Motion carried. The meeting was adjourned at 5:55 p.m.

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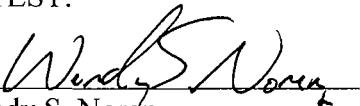
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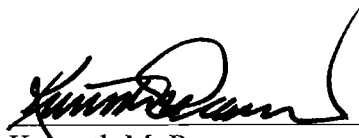
Now on this day the County Commission of the County of Boone does hereby approve the General Consultant Services Agreements with the following entities:

Peckham & Wright Architects, Inc.
URS Corporation

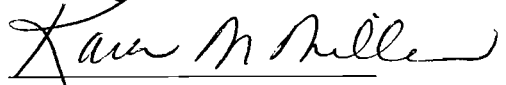
Done this 12th day of March, 2009.

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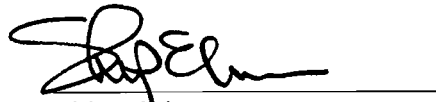

Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 12th day of March, 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 Peckham & Wright Architects, Inc. (herein "Consultant").

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

1. **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.

PECKHAM & WRIGHT ARCHITECTS, INC. BOONE COUNTY, MISSOURI

By NEUSOM PECKHAM

By [Signature]

Presiding Commissioner

Title C.E.O.

Dated: 12/18/2008

Dated: 3/12/09

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] 3/2/09
Auditor Date
No Encumbrance Required

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

County of Boone)
)ss
State of Missouri)

My name is Nicholas Peckham. I am an authorized agent of Peckham & Wright Architects, 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.

NICHOLAS PECKHAM 12/18/08
Affiant Date

Nicholas Peckham
Printed Name

Subscribed and sworn to before me this 18th day of December, 2008.

Kimberly W. Trabue
Notary Public

Kimberly W. Trabue
Notary Public - Notary Seal
STATE OF MISSOURI
Boone County
My Commission Expires: May 13, 2012
Commission # 08499108



Peckham & Wright Architects, Inc.

15 South Tenth Street
Columbia, Missouri 65201

(573) 449-2683

Fax: (573) 442-6213

www.PWArchitects.com

PWA HOURLY RATE SCHEDULE

as of January 2009

SR. PRINCIPAL	\$145.00
PRINCIPAL	\$135.00
PROJECT MANAGER	\$120.00
ARCHITECT IV	\$110.00
ARCHITECT III	\$95.00
ARCHITECT II	\$80.00
ARCHITECT I	\$70.00
TECHNICIAN	\$65.00
SR. ADMINISTRATIVE	\$60.00
ADMINISTRATIVE	\$45.00

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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.

URS CORPORATION

By Mel Millenbruck
Mel Millenbruck, P.E.

Title Vice President, Office Manager

Dated: 2/9/2009

APPROVED AS TO FORM:

J. Dykeman
County Attorney

APPROVED:

Dani Campbell
Director, Boone County Public Works

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 3/12/09

ATTEST:

Wendy B. Nover
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.

James E. Pitchford 3/2/09
Auditor by EG Date No Encumbrance Required

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

County of St. Louis City)
)ss
State of Missouri)

My name is Mel Millenbruck, P.E. . I am an authorized agent of URS
Corporation (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.

Mel Millenbruck 2-9-2009

Affiant Date

Mel Millenbruck, P.E.
Printed Name

Subscribed and sworn to before me this 9 day of February, 2009.

Toretta Matthews

Notary Public



TORETTA F. MATTHEWS
My Commission Expires
November 29, 2012
St. Louis City
Commission #08465053

**URS Corporation (URS)
SCHEDULE OF FEES AND CHARGES
St. Louis Engineering/Environmental & Consulting Services**

The following describes the basis for compensation for services performed for **Boone County, Missouri** during the fiscal year 2009. This Schedule of Fees and Charges may be adjusted annually to reflect merit and economic salary increases, and changes in the expected level and mode of operations for the new fiscal year. The new Schedule of Fees and Charges will apply to existing and new assignments.

PERSONNEL CHARGES

The charge for all time required in the performance of the Scope of Services, including office, field and travel time, will be at the Unit Priced Hourly Rates set forth below for the labor classifications indicated.

Labor Classification	Hourly Rate (\$)
Admin	50
Junior Technician	47
Technician/CAD Operator	60
Sr. Technician/CAD Operator	84
Field Supervisor	121
Construction Manager/Sr. Scheduler	147
Engineer/Scientist	86
Project Engineer/Scientist	133
Project Manager	167
Sr. Project Manager	186
Principal/Program Director	215

Charges for contract personnel under URS supervision and using URS facilities will be made according to the hourly rate corresponding to their classification.

When staff are performing project fieldwork, a minimum daily charge of 4 hours will apply.

A maximum of eight (8) hours travel time per day will be charged for travel within the continental United States.

When URS staff appear as expert witnesses at court trials, arbitration hearings, mediation and depositions, their time will be charged at rates per proposal.

Special project accounting reporting and financial services, including submission of invoice support documentation, will be charged at the admin rate.

URS LABORATORY SERVICES

The charges for laboratory testing performed at URS facilities are set forth in the Schedule of URS Laboratory Testing Charges.

LABORATORY TESTING

Laboratory testing will be charged at a rate of \$50/hr for technician's time spent to prepare samples, perform the tests, and calculate and document the results.

The scope of laboratory testing and estimated total laboratory costs will be identified in the proposal.

OTHER PROJECT CHARGES

Subcontracts and Equipment Rental

The cost of services subcontracted by URS to others, and other direct costs incurred by URS will be charged at cost plus 15%.

Document Reproduction

Costs of large document reproduction will be per proposal.

Vehicles and Mileage

The mileage charge for both company-owned and personal autos will be the current mileage rate established by the Internal Revenue Service.

Specialized Equipment

The use of specialized URS equipment will be the fixed rental rates set forth in the Schedule of URS Specialized Equipment Charges.

This fee schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract or proposal.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 09

In the County Commission of said county, on the

12th

day of March

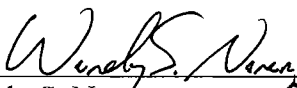
20 09

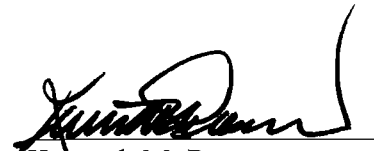
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 03-19FEB09 – Big Timber Overlay and Drainage Improvements to Christensen Construction Company. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 12th day of March, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Erkin
District II Commissioner

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 09

In the County Commission of said county, on the

12th

day of March

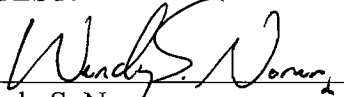
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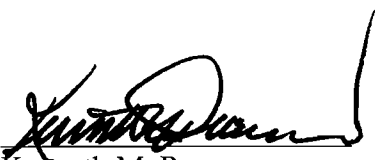
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby award bid 02-22JAN09 – Pavement Marking Term and Supply to America’s Parking and Remarkng. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 12th day of March, 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.

March Session of the January Adjourned

Term. 20 09

In the County Commission of said county, on the

12th

day of March

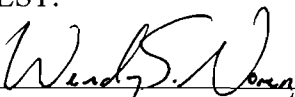
20 09

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

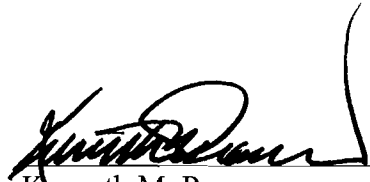
Now on this day the County Commission of the County of Boone does hereby approve Amendment Number One – C109053001 – Vehicles, Patrol Cars: Model Year 2009 with Joe Machens Ford. It is further ordered the Presiding Commissioner is hereby authorized to sign said amendment.

Done this 12th day of March, 2009.

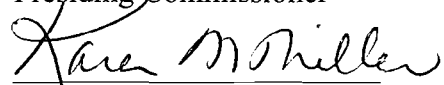
ATTEST:



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

}
} ea.

March Session of the January Adjourned

Term. 20 09

County of Boone

In the County Commission of said county, on the

12th

day of March

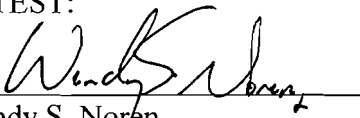
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the following, among other proceedings, were had, viz:

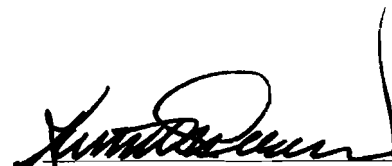
Now on this day the County Commission of the County of Boone does hereby authorize the utilization of the State of Missouri cooperative contract C109053002 with Don Brown Chevrolet of St. Louis, Missouri, for a Chevrolet Impala. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 12th day of March, 2009.

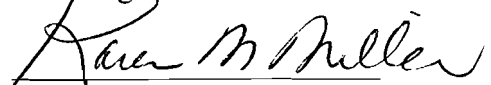
ATTEST:



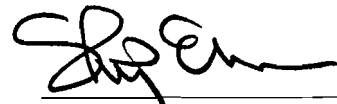
Wendy S. Noren
Clerk of the County Commission



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.

March Session of the January Adjourned

Term. 20 09

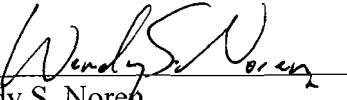
In the County Commission of said county, on the 12th day of March 20 09

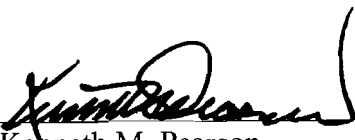
the following, among other proceedings, were had, viz:

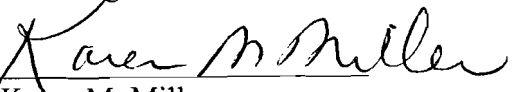
Now on this day the County Commission of the County of Boone does hereby approve the recommended classification of the position of Budget Administrator - Sheriff's Department as non-exempt for FLSA purposes, retroactive to January 1, 2009.

Done this 12th day of March, 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

**POSITION DESCRIPTION QUESTIONNAIRE
BOONE COUNTY**

Description of form: to review a current position for appropriate classification
Procedure:

1. Employee completes Section 1, signs and dates the form and forwards it to their immediate supervisor.
2. Immediate supervisor completes Section 2, signs and dates the form and submits it to their Administrative Authority. (If the employee reports directly to the Administrative Authority, the Administrative Authority would complete Section 2.)
3. Administrative Authority reviews the information, completes Section 3, signs the form and submits it to Human Resources.
4. Human Resources reviews the information and submits it to the Job Classification Committee.
5. Job Classification Committee reviews the request and forwards their recommendation to the Boone County Commission for a decision.

SECTION 1: TO BE COMPLETED BY EMPLOYEE

Name: Leasa Quick **Date:** 2-10-2009

Job Title: Budget Administrator **Dept:** Sheriff's/Corrections

Work Schedule (indicate days and hours you work – explain rotating shifts, on-call duties or other unusual work schedules): 9am - 5pm M - F. & One weekend per month.

Immediate Supervisor: Captain Chad Martin, **Location:** Sheriff's/Corrections
Chief Jail Administrator Warren Brewer

General Responsibilities (Summarize the primary duties and responsibilities of your position.):
With limited supervision, administrate, and oversee all budget and finance areas of the Sheriff's and Jail operations, including budgets, grants, payroll, and inmate financial issues by performing the following duties.

Your Duties: Describe in detail your permanent duties and responsibilities. List your most important duties first. Indicate time spent on each duty (approximately what percentage of your time is spent on each task, total amount of time for this job must add up to 100%). Attach additional sheet(s) if necessary.

<u>Duties</u>	<u>% of Time</u>
<u>**Process and oversee budgetary activities of the Sheriff, Jail, and all grant related funds. Responsible for accurate data for the Sheriff's and Jail budgets; process, track and analyze budget data; maintain financial reports; manage the financial aspects of grant reimbursements and expenditures.</u>	<u>79</u>

<u>Duties cont.</u>	<u>% of Time</u>
**Responsible for payroll, twice per month. One weekend per month processing 28 day time sheets; verify accuracy and hours for approximately 148 Sheriff's and Corrections employees, process payroll requisitions, verify data entry accuracy of Circuit Clerk's office, answer and explain the Garcia law, tracking 6 month and 1 year raisees for new hires, process status forms. Coordinate VA benefits with the Federal Government and process employee reimbursement reports.	13
Track position savings and salary projections.	2
Serve as liaison with other County offices concerning budget, purchasing, grant, and payroll activities.	2
Oversee fixed asset inventory; assist fleet manager in maintaining vehicle files.	2
Assist Services Division Captain with daily activities	2
List any special tasks you perform less frequently (example: special monthly reports, etc.)	
<u>Task</u>	<u>How Often</u>
Process grant reporting	Monthly
Audit petty cash funds	Quarterly
Coordinate and track Boone Hospital funded nurse; process reimbursements and reporting.	Quarterly
Coordinate and track City of Columbia dispatch time; process all related paperwork.	Monthly
Track overtime monies spent.	Monthly
Assist fleet manager	Daily
Contacts: Explain if an important part of your work is contact with others, describe purpose and frequency and mode of communication such as in-person, telephone, correspondence, etc.	
<u>Frequent contact with all County offices related to budget and payroll activities, this contact is in person, over the telephone, and with correspondence.</u>	
<u>Contact with the County Commission for approval of budgetary items, in person as directed by Division Commander.</u>	
<u>Contact with various state agencies and their representatives related to grant issues, procedures, and funds, usually over the phone, audits in person.</u>	
<u>Contact with Sheriff's Department employees for questions related to budget, payroll, and policies, usually in person or over the phone.</u>	
<u>Contact with vendors and term and supply contract representatives, in person and over the phone.</u>	

Physical Effort: Describe physical effort required such as lifting, standing, walking, etc.

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This position frequently requires lifting and moving of boxes, the ability to sit, stand, reach, crouch, and crawl. Frequently required to talk or hear. Regularly required to use hands to feel objects and controls.

Travel Requirements: Indicate purpose and frequency of travel and whether day or overnight.

The employee is frequently required to travel from the Sheriff's Department location to the Government Center or Johnson Building, Warehouse, Vendor locations, State offices and any other location deemed necessary. This travel is usually during the day.

Supervision of Others (If none, list not applicable.)

1. Number of Employees directly under your supervision

<u>Name</u>	<u>Title</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. Percentage of time spent on supervision and related duties: _____

3. As a supervisor, do you:

- | | | |
|--|------------------------------|-----------------------------|
| <i>Make daily assignments</i> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <i>Approve and disapprove leave requests</i> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <i>Reassign job duties on permanent basis</i> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <i>Interview and make hiring recommendations</i> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <i>Recommend disciplinary actions</i> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <i>Prepare and conduct performance evaluations</i> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

4. Is the primary emphasis of your work the technical skill used or the supervision of other employees?

- Technical** **Supervisory**

Materials and Equipment

What are the principle materials and products that you handle such as incoming mail, computer reports, purchase orders, applications, etc. Incoming mail, incoming correspondence, inner-office mail computer reports, purchase orders, payment requisitions, payroll requisitions, time sheets, budget amendments, journal entries, budget revisions/amendments, personnel action forms, vehicles files, licensing paperwork, license plates, flyers, notices, inmate medical billing and reports, and confidential files.

List the equipment used in your work such as computer, calculator, copy machine, etc. Computer, calculator, copy machine, shredder, file cabinets, telephone, cellular phones, printer, credit card machine.

Source of Instruction

Describe your source of instruction (oral, written, etc.) Usually oral.

Decisions

What decisions do you have to make without consulting your supervisor? All day to day operational decisions.

Records and Reports

What records and reports do you personally prepare? How do others use these reports? Budget reports, monthly; year end projections, quarterly; overtime, monthly; grant reimbursements, monthly; grant reporting, monthly; civil process, forfeiture fund, and all other small funds reporting, yearly.

What is the source of data for these reports? AS400, Excel, Word, Stats, Payroll, State agencies, County Auditor.

Checking of Your Work and Training

How is your work inspected, checked, or verified? Verified with data retrieved from the various sources listed above.

Who inspects, checks, or verifies your work? Sheriff, Captain, Jail Administrator, Auditor, Commission, and various State agencies.

How long would it take to train a person to perform your job at an acceptable level or proficiency?
8 weeks

Working Conditions

Describe any conditions where you work that you would consider unfavorable or disagreeable such as noise, dust, fumes, etc. There are no daily unfavorable conditions.

Qualifications

What qualifications do you believe are necessary to perform your job adequately (educational level, specific mental or physical abilities, experience on specific equipment, etc.)

Successful candidates must possess a minimum of four years related experience; or equivalent combination of education and experience. Qualified candidates must have no serious criminal record. Ability to read, analyze and interpret procedures, statutes, and other legal publications and government regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ration and percent and to draw and interpret bar graphs. Ability to solve practical problems and deal with a variety of concrete variables and situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Comments

Please use the space below to make any comments or suggestions about your position. Also, note any significant problems that you experience with the position.

This position is in response to Sheriff Carey's planned restructuring. This position will be assisting the services division captain in ensuring accuracy from all employees who have access or interest in any budget or financial matter under the operation of Sheriff Carey. This position will also take on the responsibility of all budget and finances of the Sheriff and Jail operations, including all grant related projects.

This position will create a more effective flow of financial management by streamlining all aspects of the finances into one unit, and create unity within the Sheriff's and Jail operations.



Employee Signature

2/10/09

Date

SECTION 2: TO BE COMPLETED BY IMMEDIATE SUPERVISOR

Do you believe this position is correctly classified? Yes No (If no, please explain.)

This position will have the responsibility of assisting me in reviewing the accuracy of anyone working on or with any budget or financial area of the Sheriff's Dept. or Jail operations, as well as the responsibility of assuring all budget and financial areas of the Sheriff's budget's are handled correctly and accurately.

This responsibility change will allow me to become effective in aspects of the Sheriff's Department such as fleet management, grant writing, and background investigations and supervision of certified officers in the DARE/SRO and Civil Process areas. This position change will allow more access to proactive law enforcement activities outside of the building and with schools and neighborhood watch groups.

Are the statements of the employee accurate and complete? (Indicate inaccuracies and incomplete items.) Yes

Identify the essential duties and responsibilities of this position. (You may want to label all essential duties by placing an asterisk in front of the listed duties/responsibilities on the preceding pages.)
Oversee all financial and budget activities including payroll which requires work on the weekends due to the large number of employees we have.

**Essential duties noted with asterisks in above text.

Summarize the job skills and abilities necessary to perform the primary duties of this position.
The employee must possess the knowledge of the budget and finances of the Sheriff's Department. The employee must have a working history of the department to be able to handle the vast array of things that come up each day that require decisions to be made or research to be done. The employee must be able to work at least 1 weekend a month to complete the 100+ employee payroll that is due mid-day at the first of a work week.

Supervision provided to this position: Close General Administrative or Policy Directed

Additional information and comments (additional sheets may be attached.)

This position will not be supervised on a daily basis.



Supervisor's Signature

2-10-09

Date

SECTION 3: TO BE COMPLETED BY ADMINISTRATIVE AUTHORITY

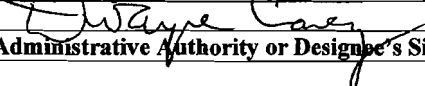
Additional information and comments (additional sheets may be attached.)

This position is currently being evaluated for exempt or non-exempt status. Initially it was non-exempt (see the Personnel Action Form attached). At some point it was changed to exempt. I requested the county attorney review the PDQ and his opinion was this position should be exempt. I disagree and wanted to complete a new PDQ, as he was reviewing an older version.

You will find the changes are minimal, as we excluded the supervision portion (decided in the Job Classification meeting). The emphasis should be placed on the payroll responsibilities the position is required to complete in a time frame designated by another county office.

This position has scheduled overtime at least once a month, if not twice a month. Payroll has to be completed by Monday at 12:00 pm. For most departments this is not an issue, as they are 8-5 pm and the number of employees is minimal compared to the number of employees we have at our department. Plus, we are a 24 hour operation. We have a large number of employees working until 7:00 am on Saturday mornings. The timesheets have to be reviewed and are not available until sometime during the day on Saturday. The payroll process has to be started on the weekend, as there is no feasible way to have the process completed by noon on Monday.

I don't like the idea of having our Budget Administrator having scheduled days off during the work week, as this proved unsuccessful before. I also don't like the idea of requiring an employee to work overtime and not receive compensation. I will look forward to discussing this further at our Job Classification meeting.



Administrative Authority or Designee's Signature

2-10-09

Date

>>> CJ Dykhouse 1/26/2009 12:01 PM >>>
Betty,

This is in response to your request that I render an opinion on the FLSA status for the position occupied by Leasa Quick, Finance and Budget Director, at the Sheriff's Department:

My opinion is that the position would qualify as exempt under the FLSA under the Administrative Exemption. This opinion is based upon the current Position Description Questionnaire and, for the reasons set forth below, my opinion may be different if the PDQ is updated and changed. A summary of my analysis follows for your review and comment and is based upon the Position Description Questionnaire I received from you:

To be exempt under the FLSA, a position must meet both the (1) Salary Test and (2) Duties Test. This position meets the Salary Test, as pay range 31 has a minimum salary of \$28,010, which works out to be in excess of \$455/week (the minimum necessary to meet the Salary Test).

My analysis of the Duties Test follows:

1. Executive: Per Sheriff Carey's email to you, this position no longer has a supervision component. As a result, the employee's primary job is not the management of others; test not met. ***I assume for purposes of this analysis, though, that the 30% of her time that was devoted to supervision (per the Questionnaire) has been reallocated to budget/grant responsibilities. That would be an important fact to check, as budget/grant represented 42% of this position's duties before and now likely well exceeds 50%, which is relevant to the Administrative exemption analysis set out below.***

2. Outside sales -- Not met by definition.

3. Computer Professional -- Not met by definition.

4. Professional -- There are 3 recognized categories (learned professional, creative professional, teacher). This position does not qualify as a learned professional in my opinion.

5. Administrative -- There are two elements to this test: (a) primary duty must be performance of office or non-manual work directly related to management or general business operation of employer and (b) primary duty includes exercise of discretion and independent judgment with respect to matters of significance. This is the most likely exemption applicable as set forth below:

-The employee's primary duties are the performance of office or non-manual work.

-The employee's duties would, in my opinion based upon the job duties, relate to the general business operations of the Sheriff's Department in that this position prepares the Budget for both the Corrections and Law Enforcement divisions of the Sheriff's operation (and in so doing, provides an important coordination function), manages the budget throughout the year among classes of accounts, prepare and files budget revisions when she deems it appropriate, and applies for and processes grants.

-The employee's primary duties would, in my opinion based upon the job duties, involve discretion and independent judgment (Questionnaire states that this position is not supervised on a daily basis and that supervision is policy directed, indicating independent judgment is essential to the position; preparation of budget is a large administrative function for a governmental unit that involves quite a bit of discretion in reviewing and considering internal budgetary requests, the management of a budget throughout the year among classes of funds is also an important task involving independent discretion and judgment).

-The employee's judgment and discretion does impact matters of significance, in my opinion. (the impact of budget line items and grants can not be understated in a public governmental unit as this has a direct, operational impact for the entire budget year and is the "final word" on implementation of desired policy objectives).

I believe the key to analyzing this position is the role this position plays with the budget. I assume that, since this position under the current PDQ is NOT subject to daily supervision, that she exercises independent discretion in the preparation and management of the budget. The distinction with the budget is between the "creation of content" and the "presentation of content." If this position creates content, it lends itself to qualifying under the administrative exemption as exempt. In addition, in management of the budget, if this position makes decisions about budget revisions between classes of funds, or internal deviations among a given class of funds, that also lends itself to qualifying as exempt under the administrative exemption.

As the Position Questionnaire for this position is no longer current due to the removal of supervision, it may be wise for a new, current Position Questionnaire to be completed so that I can give a more situationally-aware opinion. Again, my assumption for purposes of this opinion is that more than 50% of the job function is the creation of content for, and management of, the budget for the entire Sheriff's Department, both corrections and enforcement.

Please let me know if you wish to visit about this further, and I'll stand by.

CJ

CJ Dykhouse
County Counselor
Boone County, Missouri
601 E. Walnut, Ste. 207
Columbia, Missouri 65201
573-886-4414

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CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned

Term. 20 09

In the County Commission of said county, on the

12th day of March

20 09

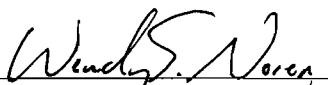
the following, among other proceedings, were had, viz:

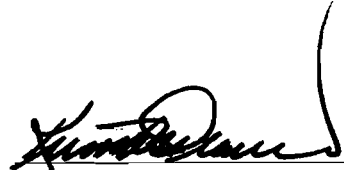
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment for the upgrading of the BAT Van:

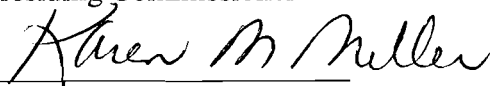
Department	Account	Department Name	Account Name	Decrease	Increase
1251	03411	Sheriff	Fed. Grant Reimbursement		\$11,000.00
1251	60250	Sheriff	Equip. Install Charges		\$1,331.00
1251	60200	Sheriff	Equip. Repairs/Maint		\$1,870.00
1251	92300	Sheriff	Repl. Mach/Equipment		\$5,150.00
1251	91300	Sheriff	Mach. & Equip.		\$2,649.00


Done this 12th day of March, 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.

March Session of the January Adjourned

Term. 20 09

In the County Commission of said county, on the

12th day of March

20 09

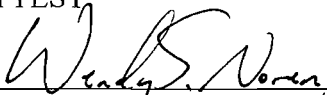
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to close out the JAG Grant for 2005 and 2006:

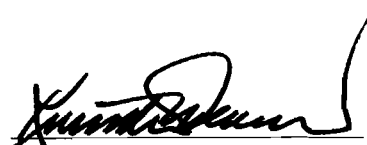
Department	Account	Department Name	Account Name	Decrease	Increase
2535	91302	2005 Justice Assistance Grant	Computer Software		\$116.00
2536	91302	2006 Justice Assistance Grant	Computer Software		\$1.00

Done this 12th day of March, 2009.

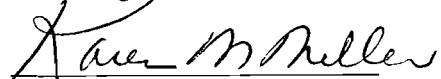
ATTEST:



 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.

March Session of the January Adjourned

Term. 20 09

In the County Commission of said county, on the

12th

day of March

20 09


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

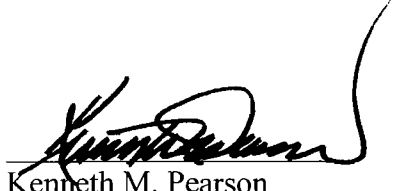
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to cover increased witness expenses:

Department	Account	Department Name	Account Name	Decrease	Increase
1123	86800	Emergency & Contingency	Emergency	\$6,750.00	
1262	84700	Victim Witness	Witness Expense		\$6,250.00
1262	84800	Victim Witness	Transcripts		\$500.00

Done this 12th day of March, 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.

March Session of the January Adjourned

Term. 20 09

In the County Commission of said county, on the

12th day of March

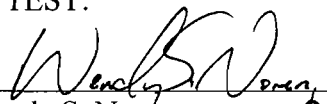
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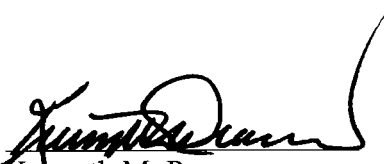
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Agreement to Promote Economic Development and Activity with the Columbia Special Business District. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 12th day of March, 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 TO PROMOTE ECONOMIC DEVELOPMENT AND ACTIVITY

This agreement is made on the 12th day of March, 2009, by and between Boone County, Missouri, a first class, non-charter County and political subdivision of the state of Missouri, referred to in this agreement as "County", and the Columbia Special Business District, referred to in this agreement as "District".

WITNESSETH:

WHEREAS, District has been formed and exists to promote and sponsor the development and improvement of the economy within the downtown area of the City of Columbia, Missouri, and

WHEREAS, the activities of the District will promote economic activity and result in additional sales tax revenues to the government of Boone County, Missouri and

WHEREAS, the County desires to contract with the District to support and to promote economic development activity in downtown Columbia in accordance with the terms and conditions of this agreement, and

WHEREAS, the parties hereto are empowered to contract and the County is empowered to contract to promote economic development activities.

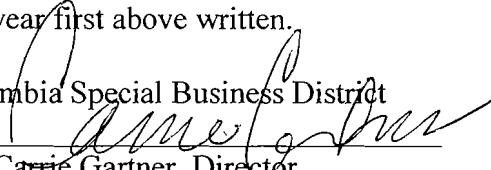
NOW THEREFORE IN CONSIDERATION of the understandings and agreements herein contained the parties agree to the following:

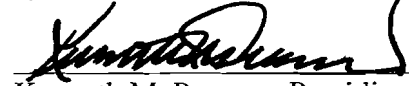
1. The County agrees to pay the District the sum of \$7,000.00 County fiscal year 2009 for purposes of funding the 2009 goals and objectives set forth in the District's 2009 budget. All funds paid pursuant to this agreement shall be paid at such times and in the manner as is mutually acceptable to the parties.
2. In consideration of the County's performance of its financial obligation hereunder, District agrees to spend the monies received for acquisition of goods and services reasonably necessary for the activities described in its official 2009 budget and all such expenditures shall be reasonably related to facilitation or promotion of economic activity within Boone County, Missouri as outlined in that budget.
3. District agrees to document all receipts and expenditures of funds Provided pursuant to this agreement and to make all such documentation reasonably available to the County's auditor upon reasonable notice for determination of whether or not the expenditures of funds received are within the scope and purpose of this agreement.

4. This agreement may automatically annually renew for one-year periods provided District has submitted to County a budget request or each succeeding year and County approves of such budget request and District has otherwise complied with the terms and conditions of this agreement; provided, however, that County shall not be obligated to renew this agreement or provide appropriations for funding any renewal of this agreement for any succeeding year.

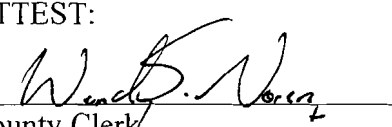
5. These signatories hereof by execution of this agreement represent that they have obtained all necessary approvals by their respective governing bodies and taken all necessary actions to enter into and bind the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

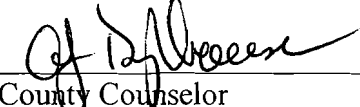
Columbia Special Business District
By: 
Carrie Gartner, Director

Boone County, Missouri
By: Boone County Commission

Kenneth M. Pearson, Presiding

ATTEST:



County Clerk

APPROVED AS TO FORM:


County Counselor

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.
1510 84200 \$7,000.00


Auditor
3/3/09

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

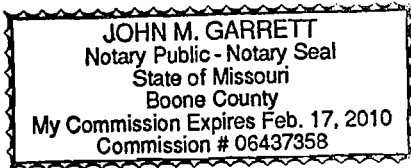
County of Boone)
)ss
State of Missouri)

My name is Carrie Bartnes. I am an authorized agent of the Columbia
Special Business Distric (Bidder). 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.

Carrie Bartnes
Affiant _____ Date _____
Carrie Bartnes
Printed Name

Subscribed and sworn to before me this 24th day of FEBRUARY, 2009.



[Signature]
Notary Public

Company ID Number: 181086

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Columbia Special Business District (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. 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. 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. 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 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).

Company ID Number: 131086

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. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. 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 necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. 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.

E. 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.

F. 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, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

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

H. 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 at 888-464-4218.

Employer Carrie Gartner Director

Name (Please Type or Print) _____ Title _____

Carrie Gartner Jan. 25, 2009

Signature _____ Date _____

Department of Homeland Security – Verification Division

Name (Please Type or Print) _____ Title _____

Signature _____ Date _____