

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

Term. 20 14

In the County Commission of said county, on the 6th day of January 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the attached list of sole source vendors, ending on December 31, 2014.

Done this 6th day of January, 2014

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPPO**  
Director of Purchasing



613 E. Ash St, Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

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TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: December 23, 2013  
RE: Sole Source Approved Vendor List for 2014

Purchasing has received requests from departments to renew on-going sole source approvals. We are requesting approval to renew the attached list of sole source vendors for another year, ending on December 31, 2014. The 2014 list of vendors was advertised in the Columbia Missourian on December 24 and the Columbia Tribune on December 23, 2013.

ATTACHMENT: 2014 Sole Source List

2014 SOLE SOURCE APPROVAL		Commission Order #					
Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #
Accutime Corporation	Public Works	Time Clock with Software	On-Going on Maintenance	4/18/02 - Karen Miller		Yes	20-071502 (renewed through 12/31/13)
Al Scheppers Motors, Inc	Public Works	International Engine and Body Parts	On-Going	12/18/2001 - Karen Miller		Yes	06-123102 (renewed through 12/31/13)
Air Systems LLC	Commission	Teletrol Control System - HVAC repair and service at Central MO Events Center	On-Going	1/17/13 Dan Atwill	\$10,700.00	Yes	111-123113SS
Aldon Computer Group a Subsidiary of Rocket Software, Inc.	Information Technology	Maintenance for Aldon Computer Software - Rocket Software - Life Cycle Manager	On-going on maintenance	0/23/12 - Dan Atwill; c.o. 518-201	\$8,993.00	Yes	110-123113SS
C&C Group (used to be Invensys Building Ssystems)	Facilities Maintenance	Temperature control system Service Agreement for HVAC located at the Boone County Court House, Government Center and Jail to monitor existing Invensys's equipment.	On-Going	4/18/02 - Karen Miller		Yes	18-123102 (renewed through 12/31/13)
CarteGraph	Public Works	Upgrade and evaluation of existing PW software (on-going for future evaluations)	On-going on maintenance	1/23/02 - Karen Miller		Yes	12-123102 (renewed through 12/31/13)
CenturyLink	Joint Communication (Joe Piper)	Cassidian Communications(formerly CML) Sentinel Patriot - upgrading E911 system making it NG911 (Next Generation) capable and replacing the ANI/ALI Controller	On-going on maintenance	8/16/2011	\$597,745.96	Yes	105-123111SS (renewed through 12/31/13)
CenturyLink	Joint Communication and Auditor	E-911 Equipment Maintenance Agreement (SE-ALI & Sentinel Stats Upgrade)	On-Going	1/8/08 - Ken Pearson c.o. 19-2008		Yes	76-123108SS (renewed through 12/31/13)
CenturyLink	Joint Communication and Auditor	CML 911 Command Posts (Sentinel CommandPOST)	On-going on maintenance	278-2008		Yes	82-123108SS (renewed through 12/31/13)

Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #
CenturyLink	Information Technology / Purchasing	Centrex Phone System	On-Going	7/26/2012 - Dan Atwill	\$61,428.00	Yes	109-123112SS (renewed through 7/28/14)
City of Columbia Water and Light	Information Technology	Fiber Optic Cable Installation and Lease	On-going	12/20/04 - Skip Elkin		Yes	51-123105 (renewed through 12/31/13)
Corsair Controls	Sheriff	Upgrade to Jail Door Locking System	On-Going	8/1/06 - Skip Elkin		Yes	70-123106SS (renewed through 12/31/13)
Crown Power & Equipment Company	Public Works	OEM Parts for Case Backhoes and Wheel Loaders	On-Going	10/1/02 - Skip Elkin		Yes	27-123102 (renewed through 12/31/13)
Crown Power & Equipment Company	Public Works	Tiger Mower Parts	On-Going	9/22/09 - Ken Pearson		Yes	89-123109SS (renewed through 12/31/13)
Cybernetics	Information Technology	LTO Tape Library	On-Going on Maintenance	12/8/04 - Skip Elkin		Yes	50-123104 (renewed through 12/31/13)
Cybernetics	Information Technology	Virtual Tape Disk Backup (D2D2T)	On-Going on Maintenance	1/28/05 - Karen Miller	\$1,935.00	Yes	55-123105 (renewed through 12/31/13)
Cybernetics	Information Technology	miSAN (Storage Area Network)	On-Going on Maintenance	3/18/05 - Karen Miller	\$7,980.00	Yes	58-123105 (renewed through 12/31/13)
Direct Hit Systems, Inc.	Information Technology/Sheriff	THREADS Analysis Software and Maintenance	On-Going on Maintenance		\$13,500.00		107-123112SS (renewed through 12/31/13)
Ed Roehr	Sheriff	Taser Units and Cartridges	On-Going - but review yearly for new competition	1/13/05 - Skip Elkin	Units: \$21,000; Cartridges: \$6,990	Yes	54-123105 (renewed through 12/31/13)
Election Systems & Software, Inc.	Boone County Clerk	Election Ballot Stock	On-Going	Don Stamper - 5/7/02	\$.09/sheet - varies by election - over \$10,000	Yes	21-123102 (renewed through 12/31/13)

Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #
Election Systems & Software, Inc.	Boone County Clerk (Elections & Voter Registration)	Voting Equipment Supplies and Equipment Maintenance	On-Going		Varies by election		112-123113SS
ESRI - Kansas City	Assessor	ESRI Software for GIS System	On-Going on maintenance	State Contract #C202051001 for maintenance -exp. 2/29/04	\$4,900.00	Original purchase from State Contract C800664001	19-123102 (renewed through 12/31/13)
First Christian Church	Commission	Parking Lot Rental	On-Going	3/8/11 C.O. 89-2011	\$17,000.00	Yes	102-123111SS (renewed through 12/31/13)
GW Van Keppel	Public Works	Repair and parts for Chip/Seal Spreader and oil distributor	On-Going	12/18/2001		Yes	07-123102 (renewed through 12/31/13)
Henke Manufacturing Corporation	Public Works	Snow Plow Parts	On-Going	Ken Pearson 12/30/10 - C.O. 610-2010		Yes	100-123111SS (renewed through 12/31/13)
InterAct Public Safety Systems (InterAct911)	Sheriff	Maintenance on Mobile Data Terminals	On-Going	4/11/06 - Skip Elkin	\$9,448.20	Yes	63-123106SS (renewed through 12/31/13)
iTera	Information Technology	GuardianSave Software - AS400 Backup Software maintenance	On-Going on Maintenance	10/21/05 - Karen Miller	\$1,800.00	No	61-123105 (renewed through 12/31/13)
I/TX Information Technology Solutions, Inc.	Information Technology	SI-3000 System - (Mugshot) Software Maintenance Agreement	On-Going	11/21/02 - Don Stamper - Commission Order 489-2002	6700 (10,007.64 for 2009)	Yes - CO 489-2002	29-123103 (Renewed through 12/31/13)
Ken's Service Center	Public Works	Diesel Fuel (Red #2) for tractor mower in NW quadrant of Boone County	On-Going	8/17/10 - Ken Pearson		Yes - CO 383-2010	98-123110SS (renewed through 12/31/13)
Knapheide Truck Equipment Company	Public Works	Hydraulic Parts and Repairs for Heavy Trucks	On-Going	2/5/02 - Karen Miller		Yes	13-123102 (renewed through 12/31/13)

Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #
L3 Communications Mobile-Vision, Inc.	Sheriff	Digital Evidence Networked Server and DEP Application Software, Single workstation, Backup/Archiving Station, Training, Wireless Access Points (2), Surge Protector	Extended Maintenance on Equipment Purchased in 2008 no longer has an EMA	3/25/08 - c.o. 151-2008		Yes	81-123108SS (renewed through 12/31/14)
L-3 Communications (Mobile Vision)	Sheriff	Video Camera Systems for Patrol Cars plus yearly maintenance agreement	On-going	c.o. 11-2009		Yes	84-123109SS (renewed through 12/31/13)
Maintenance Connection	Facilities Maintenance & Sheriff	Software for Work Order Management	On-Going		\$2,696.40		108-123112SS (renewed through 12/31/13)
Mobilis Technologies	Recorder of Deeds	Software Maintenance for iRecord System	On-Going	1/17/2008		Yes - C.O. 41-2008	79-123108SS (renewed through 12/31/13)
Novell MLA - World Wide Technology	Information Technology	Software Upgrade Assurance and Maintenance	On-Going	4/18/01 - Karen Miller		State Contract C800664001	02-073102 (Renewed through 12/31/13)
Pitney Bowes, Inc	Information Technology	Annual hardware maintenance on postage and inserter machines	On-Going	8/10/11 - Ken Pearson		Yes, C.O. 375-2010	97-123110SS (renewed through 12/31/13)
Real Vision Software, Inc.	Information Technology	Annual software support for Real Vision Software IBM Power System	On-Going	6/21/11 - Ed Robb	\$4,500.00	C.O. 232-2011	104-123111SS (renewed through 12/31/13)
Rife, Tom and Isabel	Commission	Parking Lot Rental - lot 355 & lot 348 in close proximity to the Boone County Government Center	On-Going	1/12/10 - Ken Pearson, c.o. 38-2010		Yes	93-123110SS (renewed through 12/31/13)
Sasco Pavement Coating, Inc.	Public Works	Concrete Bridge Deck Sealant	On-Going		\$18.48/gallon	240-2010	95-123110SS (renewed through 12/31/13)
Sellers Equipment, Inc.	Public Works	Parts & Service for JCB Trackhoe	On-Going	2/16/10 - Ken Pearson, C.O. 76-2010		Yes	94-123110SS (renewed through 12/31/13)

Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #
Stenograph, LLC	Court Administration	Software Support of Stenograph software for court reporter steno machines	On-Going	3/24/05 - Skip Elkin	\$475/machine, 3 machines for a total of \$1,425	Yes	59-123105 (Renewed through 12/31/13)
Sydenstricker Implement Company	Public Works	John Deere tractor service	On-Going	2/28/2009		Yes - C.O. 349-2009	88-123109SS (renewed through 12/31/13)
Sympro Inc.	Treasurer	Annual Maintenance and Support Renewal - Sympro Treasury Mgt Software	On-Going	5/23/06 - Skip Elkin		No	66-123106SS (renewed through 12/31/13)
Tech Electronics	Court of Administrator	Courtroom Sound System	On-Going	6/29/2001		Yes - C.O. 47-2003	03-123102 (renewed through 12/31/13)
The Hoosier Company	Resource Management	NC-97 Speed Classifier Traffic Counters	On-Going	1/31/08 - Ken Pearson		Yes - C.O. 66-2008	80-123108SS (renewed through 12/31/13)
Tri-State Construction	Public Works	Parts for Motorgrader	On-Going	12/18/2001		Yes	08-123102 (renewed through 12/31/13)
West Thomson Reuters Business	Boone County Counselor	Online Legal Services	On-Going	1/9/2002		Yes	09-010902 (Renewed through 12/31/13)
Worksright Software, Inc.	Information Technology	Maintenance on Per Postal Software - per Zip/Per Sort	On-Going	1/8/2009		Yes - C.O. 4-2009	86-123109SS (renewed through 12/31/13)
Blue: Last number used 99-123110SS		Blue color signifies last number used.					

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County of Boone } ea.

January Session of the January Adjourned

Term. 20 14

In the County Commission of said county, on the 6th day of January 20 14

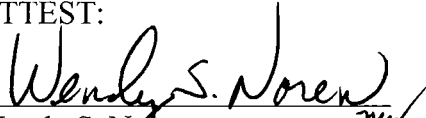
the following, among other proceedings, were had, viz:

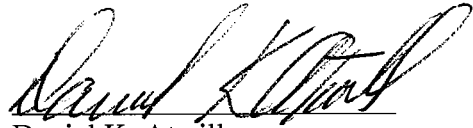
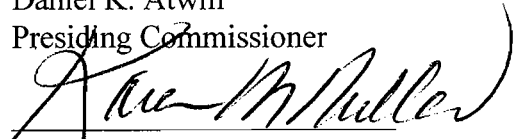
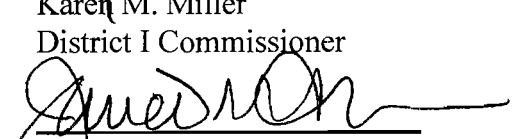
Now on this day the County Commission of the County of Boone does hereby award bid 41-31OCT13 – Architectural and Engineering Services for 911/Joint Communications Facility to Architects Design Group, Inc. of Winter Park, Florida partnering with PW Architects of Columbia, MO per their attached Evaluation Report.

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

Done this 6th day of January, 2014.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner  
  
Karen M. Miller  
District I Commissioner  
  
Janet M. Thompson  
District II Commissioner



# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
Director



613 E. Ash St., Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: December 23, 2013  
RE: RFP Award Recommendation: *41-31OCT13 – Architectural and Engineering Services for 911 / Joint Communications Facility*

The Request for Proposal for *41-31OCT13 – Architectural and Engineering Services for 911 / Joint Communications Consulting Services* was opened on October 31, 2013. Eight proposal responses were received.

The evaluation committee consisted of the following:

Dan Atwill, Boone County Presiding Commissioner  
Dwayne Carey, Boone County Sheriff  
Scott Olsen, Boone County Fire Chief  
Joe Piper, Operations Manager, Joint Communications  
Stan Shawver, Resource Management Director

The evaluation committee recommends award to Architects Design Group, Inc. of Winter Park, Florida (partnering with PW Architects of Columbia, MO) per their attached Evaluation Report. The compensation of 7.5% of the total estimated contract budget for this project is \$10,000,000.00 which translates to an Architect's fee of \$750,000.00.

Invoices will be paid from 4100 – 911/OEM Facility Construction Project, account number 71211 - A/E Fees.

ATT: Evaluation Report

cc: Proposal File / Evaluation Committee

**Evaluation Report for Request for Qualifications**

**41-31OCT13 – Architectural & Engineering Services – 911 / Joint Communications Facility**

**OFFEROR #1: Williams Spurgeon Kuhl & Freshmock (WSKF) Architects – Kansas City, MO**

It has been determined that WSKF Architects has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Qualifications.

It has been determined that WSKF Architects has submitted a **non-responsive** proposal.

**Note: partnering with GBA and Shafer, Kline & Warren (SKW)**

**Method of Performance**

**Strengths:**

- Good use of sub-consultants
- Qualifications response was organized and easy to follow
- Seeks to design facility for long term value in the form of functionality, durability and low maintenance (pg. 31)
- All parties stress listening to customer's needs
- Speed - Saline County project completed in eight months
- GBA's Critical Facilities Group focuses on projects with similar requirements

**Concerns:**

- Team has worked on numerous fire stations and police facilities, but only identified one hardened facility – Saline County E911 Facility located in Marshal, MO.

**Experience/Expertise of Offeror**

**Strengths:**

- Key personnel have extensive professional experience.
- WSKF founded in 1968
- Subconsultant has completed 163 other critical facilities in past three years
- Worked with Commenco on Saline County E-911 center, one of the sites we researched early in process and is similar but smaller in scale
- Local subconsultant SKW associated with Johnson County ECC and Overland Park Public Safety Facility, both toured early in process
- Hardened mobile switching center appears to have many similar characteristics to project
- \$50 million in public safety projects, change orders average .5% of construction value

**Concerns:**

- Team has worked on numerous fire stations and police facilities, but only identified one hardened facility – Saline County E911 Facility.
- (Personal Knowledge) Saline County facility had problems with a leaky roof
- Has never worked with MCP

**OFFEROR #2: Schrader Group Architecture, LLC – Philadelphia, PA**

It has been determined that Schrader Group Architecture, LLC has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Qualifications.

It has been determined that Schrader Group Architecture, LLC has submitted a **non-responsive** proposal.

**Note: partnering with Columbia Associates Architects. Sub-consultants include Timberlake Engineering for MEP engineering services; Crockett Engineering for civil and structural engineering services; and Rost, Inc. for landscape design services; Shen Milsom & Wilke for audiovisual and security consulting services.**

**Method of Performance**

**Strengths:**

- Clearly outlined their method and approach that included formation of a design committee and will conduct design charrettes and refinement workshops with design team and client group involved for consensus based planning to result in buy-in and ownership of the final design.
- Architecture and engineering by local firms.
- Numerous EOC centers; PSAP/EOC projects totaling over \$130 million in construction value.
- Qualifications response was well written, organized and easy to follow.
- Provided five projects that came in within the proposed schedule.
- Teamed with local architecture firm CAA and local Engineering firms
- Significant history of completing projects with MCP
- Consensus-based planning process
- Acknowledges consideration of work already completed (space needs, etc.)
- “Best practices workshop”
- Affiliations with NENA

**Concerns:**

- Architecture and engineering by local firms
- Presently involved in a suit with the School District of Philadelphia, PA re change orders

**Experience/Expertise of Offeror:**

**Strengths:**

- Worked with MCP before
- Expertise in critical facility design - Nationally recognized
- Projects include E911 and EOC facilities
- 30 mission critical facilities, including County PSAP/EOC projects, LE & State level EM facilities, in last 10 years
- Design experience includes numerous EOC/911 Centers
- Extensive experience with mission critical facilities

**Concerns:**

- \$500K claim pending regarding change orders
- Had some issues with Timberlake with the Sheriff Annex project
- During the presentation/interview, they brought up Cooper as a sub-consultant. Do not remember them being listed in their RFQ response.

**OFFEROR #3: Ross & Baruzzini – St. Louis, MO**

It has been determined that Ross & Baruzzini has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Qualifications.

It has been determined that Ross & Baruzzini has submitted a **non-responsive** proposal.

**Sub-consultants: Trabue, Hansen and Hinshaw, Inc – Civil Engineering; ABSG Consulting, Inc. – Structural/ATFP Engineering; SWT Design, Inc – Landscape Architecture**

**Method of Performance**

**Strengths:**

- Main design team of Ross & Baruzzini and their proposed sub-consultants have worked together before in numerous projects.
- Pointed out in their Summary Statement that they are an international firm, with a regional presence and personal approach.
- Qualifications response was organized and easy to follow
- Mentions turnover of new facility in November 2015
- Stated long history with civil and structural engineering and landscape architecture sub-consultants
- Competent and Innovative, Buildable and Practical, Best and Brightest, Standards and Service
- Use of Revit Building Information Modeling 3D software for construction drawings
- Missouri based
- During their presentation/interview, they presented alternate innovative suggestions on the CAD, on schedules and some other things.

**Concerns:**

- All listed projects exceeded contract time.

**Experience/Expertise of Offeror:**

**Strengths:**

- Numerous 911 centers including St. Louis County, Emergency Communications Center, a 31,600sf hardened building with site improvements and City of Tulsa, New Emergency 911 Facility, 26,510sf hardened building and associated site improvements at a six-acre site.
- Founded in 1953
- Critical Operations Design and Engineering Group specializing in 24/7 operations
- Over 40 EM facilities in last 10 years, staff of 155
- In top 40 engineering companies in US and top 500 design and construction firms in ENR
- Multiple public safety communication facilities and EOCs
- St Louis County ECC has many similar characteristics
- Over 150 projects in Boone County

**Concerns:**

- 3 of 5 cited projects exceeded budget, all exceeded estimated timeline

- Has never worked with MCP

**OFFEROR #4: Architects Design Group – Winter Park, FL**

It has been determined that Architects Design Group has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Qualifications.

It has been determined that Architects Design Group has submitted a **non-responsive** proposal.

**Note: partnering with PW Architects of Columbia, MO. Sub-consultants include CM Engineering, Inc. – MEP Engineer; Trabue, Hansen and Hushaw, Inc. – Structural Engineer; TLC Engineering for Architecture – Security & Technology.**

**Method of Performance**

**Strengths:**

- Use of local firms
- Appear to have a clear understanding and knowledge of hardened facilities
- Their narrative demonstrates a clear understanding of our project and their methodology, including a clear methodology chart.
- Narrative mentions identifying additional funding opportunities.
- Clear team organizational chart provided.
- Qualifications response was well written, organized and easy to follow.
- All five of the projects provided came in within the proposed schedule and they provided another long list of projects that came in within schedule.
- Local Associate PWA located near to County's Engineering Division
- Uses innovative & cost effective techniques, maximizes space functionality to achieve a high level of quality
- Ability to hit the ground running
- Customized Security/Technology/IT Checklists for transition and "on-time" technology
- Specific techniques to stay on budget and schedule, with good track record
- Detailed and defined project plan
- Focus on growth and future needs
- 5 sub-consultants proposed (good to have so much local involvement or bad to have so many entities)
- During their presentation/interview, they offered different preliminary site designs for two options.

**Concerns:**

- Use of local firms (which can be both good and bad)
- 5 sub-consultants proposed (good to have so much local involvement or bad to have so many entities)

**Experience/Expertise of Offeror**

**Strengths:**

- Variety of hardened facilities, mainly in southern states, Charleston Consolidated 911 & EOC Facility). Completed the Greene County, MO Public Safety Coordination Center located in Springfield, MO.

- Business established in 1971.
- Sole focus is PSAP and law enforcement. Boutique firm.
- “Nationally-recognized firm specializing in spatial needs assessments, master planning and design of Communications, EOC, PSAP and Public Safety facilities”
- Affiliations / presentations APCO, NHC, IAEM, IACP
- Primary expertise is designing Communications, EOC, Public Safety & Training facilities - recognized as experts in the field
- Publications: Public Safety Architecture and EOC Guidance
- 42 years, OVER 300 Governmental and 38 Communications/EOC facilities & 116 Public Safety facilities - 82% include 911 dispatch
- Experience with FEMA Building Standards - Numerous projects to withstand at least 140 mph winds
- Has worked with MCP on other similar projects
- Experience with project funding
- PWA has design experience with EF-5 “spaces”
- Strong MEP partner in TLC (CM Engineering or security/technology?)
- Greene County facility

**Concerns:**

- Transmittal letter is not “brief” as required in the RFQ.
- Distance of principal
- Local team experience is on fire stations
- Project Manager not registered in Missouri.
- Greene County construction cost \$19.7 on page 29, exceeding budget on page 35 of \$19
- Missing page 38
- Did not bring the Project Manager to their interview



**OFFEROR #5: Rataj-Krueger Architects, Inc. – St. Louis, MO**

**Note: sub-consultants include AEdifica Case Engineering, Civil & Environmental Consultants, Inc., G&W Engineering Corporation, Technology Plus**

\_\_\_\_\_ It has been determined that **Rataj-Krueger Architects, Inc.** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Qualifications.

\_\_\_\_\_ It has been determined that **Rataj-Krueger Architects, Inc.** has submitted a **non-responsive** proposal.

**Method of Performance**

**Strengths:**

- No claims against company in past 5 years

**Concerns:**

- Their Team Organization chart doesn't show a clear understanding of the team members in Boone County.
- A clear methodology was not provided.
- Did not return or acknowledge the addendums
- Four sub-consultants proposed

**Experience/Expertise of Offeror**

**Strengths:**

- Use of subs from St. Louis area.
- Projects include Central County 911
- Sub Technology PM was engineer for REJIS Data Center
- Sub Technology Mgr. was PIC of Denver PSAP and Design Engineer for Grand Canyon 911

**Concerns:**

- No estimates or timeline for completion of projects included.
- Only cited one project
- Their list of contact information for their references did not seem to follow their list of projects. In general, the proposal was not as well written or as easy to follow as some of the others.
- Limited project experience with consolidated PSAP/EOC
- Limited project experience with hardened facilities
- Has no local representation

**OFFEROR #6: Hoefer Wysocki Architecture – Leawood, KS**

It has been determined that **Hoefer Wysocki Architecture** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Qualifications.

It has been determined that **Hoefer Wysocki Architecture** has submitted a **non-responsive** proposal.

**Note: Sub-consultants include Shafer, Line & Warren, Smith & Boucher Engineers, Bob D. Campbell & Company, The Sextant Group, and Rost Inc.**

**Method of Performance**

**Strengths:**

- Four projects cited in budget & schedule, except for one of these projects took three months extra.
- High quality qualifications response that was organized and the tabs made it easy to follow and locate specific information.
- Is a Midwest Region firm
- Plan integrates administration and users into the project team
- Open book, hands on approach to exceed requirements
- "gets the best of all of us!" unique participatory process
- 3rd party QA program
- Errors and omissions significantly below industry standards

**Concerns:**

- Proposed editing changes to our insurance requirements.
- Proposal seemed to be cut and paste and there was a little confusion on page 10 of the years of experience with the Project Manager.
- Four suits/claims in last 5 years
- 5 sub-consultants proposed
- "including projects nearly identical to yours" - perhaps misunderstood scope of project

**Experience/Expertise of Offeror**

**Strengths:**

- Many projects in K.C. area, including Overland Park Command and Control Center.
- Business founded in 1996.
- Firm has 15 years of experience (Founding Principal 25yrs public safety experience)
- Firm with over 90 professionals
- Nearly 30 renovations & new renovations in last years

**Concerns:**

- Have a claim pending that might need further investigation
- Not a lot of similar experience listed for projects like ours.

- Firm has experience in the judicial and fire side of public safety, but limited examples of stand alone, built from ground, PSAP/OEM centers and hardened facilities

OFFEROR #7: AECOM – Norfolk, VA

It has been determined that AECOM has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Qualifications.

It has been determined that AECOM has submitted a **non-responsive** proposal.

**Note: partnering with Simon Associates, Inc of Columbia, MO. Partnering with Crockett Engineering and Rost Landscaping**

Method of Performance

Strengths:

- Utilized workshops and charrettes as part of their methodology
- Mention accessibility and safety of staff and public
- List of five projects stayed within scheduled time.
- Partnership with Simon Associates (familiar with project, requirements, and location)
- “We aim to provide state-of-the-art technology nestled into a calming environment for the dispatchers and emergency managers.”
- “We translate that into a reality of which we can all be proud.”
- Mention of many/all security components we have previously discussed as needing to be addressed
- Many similarities noted in pictures of past projects; could indicate they already have designs/plans that are proven to work well and could be easily adapted to our situation
- 4 critical considerations for ECC design in summary statement

Concerns:

- Request exceptions to our Insurance Requirements.
- Partnership with Simon Associates (design flaws on Sheriff’s annex that were overlooked)
- Large list of claims cited probably due to their large size. If short-list, would like for them to discuss some of these.

Experience/Expertise of Offeror

Strengths:

- Linked with Simon Associates
- Subs familiar with site
- Do not rely on joint ventures, associations or outside consultants
- Working with MCP on several other projects including Kentucky EOC and Pennsylvania EMA HQ/EOC
- Completed bridging documents for Johnson County ECC (Chad Foster is listed as contact)
- Fortune 500 company, 45,000 employees, 140 countries, \$8.2 billion in revenue last year
- ENR 2013 - #1 Design Firm, Pure Design, General Building, Government Offices, and Correctional Facilities

- Over 50 critical public safety facilities including 911 centers, comm centers, EOCs, and E911 and radio systems
- APCO, NENA affiliations
- Relocation of Loudoun County VA ECC

**Concerns:**

- Project Manager not licensed in Missouri
- 3 of 5 cited projects completed over budget
- 1.5 pages of litigation over past 5 years
- Sub with Croquette Engineering (hx of poor design at SO Amex)

**OFFEROR #8: Chiodini Associates Architects – St. Louis, MO**

It has been determined that Chiodini Associates Architects has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Qualifications

It has been determined that Chiodini Associates Architects has submitted a **non-responsive** proposal.

**Note: Teaming with Redstone Architects – Public Safety/911/Communications Consultant; William Tao Associates – Mechanical/Electrical/Plumbing/Fire Protection/Technology; THHinc – Civil/Structural Engineering; Landscape Technologies – Landscape Architecture. Chiodini is providing Architectural, Interior Design and FF&E**

**Method of Performance**

**Strengths:**

- The five projects that they provided that were within schedule were also easy to understand the budget, bid price and final cost.
- Focus on customer input and meeting customer needs while maximizing value
- Emphasized budgeting throughout the project and coming in under budget and on schedule
- Use of Autodesk Building Information Modeling, Revit, and Newforma Project Information Management software to enhance planning and communication

**Concerns:**

- Qualifications response on legal paper which made it a little awkward to read and file.
- No mention of hardened structures or facilities requiring 24/7 operation
- Four other subconsultants proposed

**Experience/Expertise of Offeror**

**Strengths:**

- Have worked on projects with their proposed team members in the past.
- Firm established in 1974.
- Significant local experience, notably City of Columbia Daniel Boone Building and Howard & Gentry buildings
- Lots of municipal/government building experience

**Concerns:**

- Several projects still under construction – will they have time for Boone County project?
- No projects referenced were specifically PSAP/EOC projects
- Majority of public safety experience comes from sub-contractor Redstone Architects, and most of public safety projects are police department and court buildings
- Amounts for budget and bid on Daniel Boone project were different on pages 15 and 30 - depending on which set is accurate project may have been over budget (Outside knowledge) Reported HVAC issues in new Daniel Boone Building, particularly the new data center.

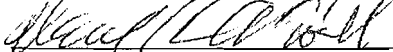
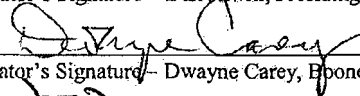
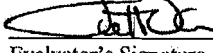
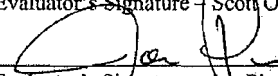
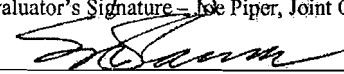
**Summary:**

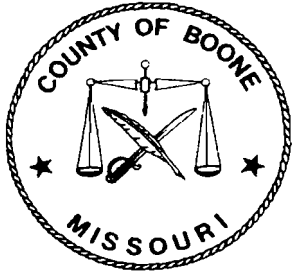
The evaluation committee initially met on November 6, 2013. After a thorough review of the eight responses, the committee short-listed the firms to three for interview on November 12, 2013. The short-list included Schrader Group Architecture, Ross & Baruzzini, and Architects Design Group. Following the interviews, the evaluation committee unanimously agreed to move forward with their recommendation for award to Architects Design Group following a reference check and successful negotiation of a contract.

**Recommendation for Award:**

This evaluation report represents our subjective opinion of each Offeror's strengths and concerns and is based upon our analysis of the relevant facts, as contained in each Offeror's proposal.

We recommend that the County of Boone - Missouri award contract to **Architects Design Group** for RFQ 41-31OCT13 - *Architectural & Engineering Services - 911 / Joint Communications Facility*

	12-13-13
Evaluator's Signature - Dan Atwill, Presiding Commissioner	Date
	12-2-13
Evaluator's Signature - Dwayne Carey, Boone County Sheriff	Date
	11/22/2013
Evaluator's Signature - Scott Olsen, Boone County Fire Chief	Date
	12-5-13
Evaluator's Signature - Joe Piper, Joint Communications	Date
	12/3/13
Evaluator's Signature - Stan Shawver, Director, Boone County Resource Mngt.	Date



## Boone County – Agreement for Architectural and Engineering Services

**Project Name:** Boone County 911/Joint  
Communications Facility  
**Last Revised:** December 17, 2013

THIS AGREEMENT is made and entered into this 6<sup>th</sup> day of January, 2014 by  
and between Boone County, Missouri, by and through its County Commission, herein “Owner,”  
and Architects Design Group, Inc. (Missouri foreign corporation registration #: F01004011) ,  
herein “Architect.”

In consideration of the performance by each party of their respective obligations  
described in this Agreement, the parties agree as follows:

1. **Project Description:** The Architect agrees to provide Owner with architectural  
services for the purpose of design and construction of the project generally known as Boone  
County 911/Joint Communications Facility, to include an Emergency Operations Center (EOC),  
herein “Project.” The Project contemplates all architectural and engineering design services, to  
include mechanical, electrical, plumbing, structural, fire protection, audio-visual, inside plant  
wiring, UPS, generator, interior, and landscape design services, for the construction of the  
Project. The approach to the Project will be through an award of a contract to a General  
Contractor, with an employee of Owner serving as a project manager for Owner and the Owner  
designating a County Commissioner as the Owner’s representative. The Boone County  
RFQ#41-31OCT13, Addendum #1, Addendum #2 and Addendum #3, along with Architect’s  
response dated October 23, 2013, signed by Kevin Ratigan, AIA, is attached hereto and



incorporated into this Agreement. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall control.

2. **Architectural and Engineering Services:** Architect shall provide as basic services all architectural services as described herein, all architectural and engineering design services, to include mechanical, electrical, plumbing, structural, fire protection, audio-visual, inside plant wiring, UPS, and generator design services, interior, and landscape design services in connection with the Project. In addition to the foregoing, the parties have specifically agreed as follows:

a). For purposes of this Agreement, Architect will perform basic interior design services as developed in the Design Development phase of the project in coordination with County's vendor, Inside the Lines, and will coordinate as necessary with Inside the Lines for successful completion of the Project. Additional interior design services beyond the Architect's basic services as developed in the Design Development phase will be negotiated as additional services.

b). All design work necessary to obtain required building permits shall be considered part of the Architect's basic services. Printing of plans shall be considered a reimbursable expense, with the total printing costs not to exceed \$3,750.00 without an additional, written agreement with Owner. Architect will not bill for any printing of plans subsequent to the initial submittals that are necessitated by feedback received by Architect from code review officials.

c). Civil engineering services, which shall include grading, stormwater/drainage, land disturbance, parking, site utility work, and all related permitting required, will be negotiated as additional services with PW Architects, Inc. being responsible for providing said civil engineering services through Allstate Consultants, LLC.

Any necessary services contracted for outside the Architect's firm shall be paid for out of the Architect's fees for basic services unless specifically provided for otherwise in this Agreement. All services rendered shall be consistent with the professional skill and care ordinarily provided by Architects and Engineers providing services in Boone County, Missouri, under the same or similar circumstances. The Architect's and Engineer's services shall be delivered generally per the following breakdown:

Pre-Design Services	–	5%
Schematic Design	–	15%
Design Development	–	15%
Construction Documents	–	35%
Bids and Negotiation	–	5%
Construction Administration	–	25%

The services shall include the following services as appropriate and necessary for the completion of the Project, and provide Owner with updated Cost of Work budgets, as appropriate. The following is a non-exhaustive list of the services to be provided under this Agreement:

2.1. Pre-Design Services: Architect shall submit for Owner's approval a schedule for performance of the Architect's services, with services to begin at time of execution of this Agreement through a planned substantial completion date for the Project. Architect shall consult with Owner, Owner's Consultant (Mission Critical Partners), and other identified stakeholders for the Programming phase of the design services. Architect shall undertake these services to understand Owner's needs mindful that the desired building will be consistent, whenever appropriate, with the color and finish of Owner's other buildings, particularly those at the law enforcement campus

where this facility will be constructed. Architect shall also prepare its designs mindful of Owner's desire to facilitate the efficient operation and maintenance of the facility by Owner's forces after the Project is completed. Architect shall attend a kick-off meeting, gather information, assess space needs, collect data, analyze the site, and otherwise work to document the needs of the Project. Architect shall produce a Program of Requirements that details all objectives, spaces, services (i.e. telephone, data, utilities, etc.), special finishes, furniture, and spatial relationships. The Program of Requirements will be prepared in such a way so as to facilitate the Owner's review, revision and approval.

2.2 Schematic Design: Architect shall prepare a preliminary Cost of Work budget and a preliminary design (conceptual floor plans and elevations) of the Project. Upon approval of the preliminary design, Architect shall prepare and submit for approval schematic design documents. Architect shall develop simple diagrammatic documents delineating room sizes and relationships, single line diagrams of all systems, elevations of the building exterior, and drawings of any special interior spaces. The schematic designs will be reviewed with Owner, Owner's Consultant (Mission Critical Partners) and other identified stakeholders for revision and approval. Architect shall discuss with Owner alternative approaches to design and construction of the Project. Architect shall submit the schematic drawings, a project narrative, and an updated estimate of the Cost of Work to Owner for review and approval.

2.3 Design Development Phase: Architect shall further consult with Owner's representatives and Owner's Consultant (Mission Critical Partners), regarding Owner's needs, research applicable design criteria, attend Project meetings and communicate progress to the Owner in the further development of the schematic designs into definitive

plans and elevations. Architect shall coordinate its services with Owner and Owner's consultants. Architect shall prepare and submit for approval such other designs, specifications, and documents necessary for inclusion in the Construction Documents for completion of the Project, to include descriptions of the architectural, structural, mechanical, plumbing, and electrical systems, HVAC, electrical loading, inside plant wiring, audio-visual design services, UPS and generator design services, and such other elements as may be appropriate, including the preparation of furniture layouts for the purpose of design / systems details and coordination with Owner's vendor, Inside the Lines. Upon Owner's approval of the Project specifications and updates, if any, to the Cost of Work, Architect shall proceed to the Construction Documents phase.

2.4. Construction Documents: Architect shall prepare Construction Documents consistent with the terms of this Agreement. The Construction Documents shall illustrate and describe the Project in detail, the quality levels of material and systems and other requirements for the construction of the Project, including required performance or design criteria that the Project's systems must satisfy. The Construction Documents shall specify, when appropriate, any requirements of the Contractor to provide additional information such as shop drawings, product data, samples or other similar submittals. The conditions of bidding, bid proposal forms and other contract conditions shall be included. The Architect shall provide an updated estimate of the Cost of Work, if any is necessary, at 80% of completion of the Construction Documents.

2.5. Bidding and Negotiation Phases: There shall be a pre-bid conference, which Architect shall participate in, and Architect shall assist Owner in evaluating and awarding the construction contract of the Project under competitive bidding. Architect shall

coordinate with Owner's legal department and purchasing department as to the final form of the Construction Documents, and shall coordinate with Owner's purchasing department for the copying of bidding documents, arranging the pre-bid conference, responding to and publishing any addenda to the bid specifications, providing clarifications and interpretations of the bidding documents, organizing and conducting the opening of bids, evaluation of bid responses, and the documenting of the bidding results.

2.6. Construction Administration Phase Services: Architect shall provide administration of the contract between Owner and the contractor and shall advise and consult with Owner as appropriate. Architect shall visit the site at appropriate intervals to determine if work is being performed as called for in the Construction Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections. Architect shall interpret and timely recommend to Owner appropriate actions on matters concerning the performance of the contract on request of either Owner or contractor. On issues of means and methods employed by contractor, Architect shall not be responsible for the same. Architect shall make Owner aware, however, of any decisions by Contractor that might tend to unnecessarily increase the cost of the Project. Architect shall review and certify the amounts due contractor and issue certificates for payment, which shall constitute Architect's representation that the work is in accordance with the Construction Documents and is of the quality called for in said Construction Documents. Architect shall review and approval contractor's submittal schedule and take action as appropriate per the approved submittal schedule. Architect shall review and make recommendations to Owner regarding any requested changes in the work, with

particular attention to whether such change request is appropriate given the contractor's knowledge of the conditions of the Project as provided for in the Construction Documents. Architect shall, in consultation with Owner, determinate substantial completion of the Project and the date of final completion. Architect shall provide Owner's representatives with an explanation of the building operation and maintenance and provide Owner with all appropriate manuals, instructions, or other documentation that will facilitate Owner's forces taking over the maintenance of the facility. The Architect shall obtain from contractor all warranties, drawings or other documents related to the Project and furnish those to Owner and issue a final certificate of payment. Within one (1) year of the date of substantial completion, Architect shall conduct a meeting with Owner to review the operations and performance of the facility to facilitate the filing of any appropriate warranty claims.

3. **Construction Documents:** Owner specifically reserves the right to approve the form of the Construction Documents. Architect shall consult with Owner's Purchasing and Legal Departments, as well as Owner's Consultant (Mission Critical Partners, Inc.), in the preparation of the Construction Documents. Architect shall provide information to Owner in sufficient time to allow Owner's Purchasing and Legal departments to review and modify the Construction Documents to be consistent with Owner's policies and procedures. Copies of documents for bidding purposes shall be performed by Owner at Owner's expense through Owner's Purchasing Department. The bid documents shall contemplate a pre-bid conference which Architect shall attend and participate in.

4. **Additional Services and Reimbursable Expenses:** Services not normally and customarily included within basic architectural services as described herein shall be

considered additional services. No compensation shall be paid for any service rendered by Architect as an additional service unless rendition of the service has been authorized by Owner, in writing, in advance of performance of said service. Any additional services performed by Architect prior to such written authorization of Owner shall be deemed a basic Architectural service.

5. **Owner's Responsibilities:** Owner shall provide Architect with all information pertaining to Owner's requirements for the Project including design objectives, design restraints, and criteria for user agencies. Owner shall be responsible for examining documents submitted by Architect and rendering decisions as necessary in such a timely manner to avoid unreasonable delays in the progress of the Project. If recommended by Architect and Owner approves, Owner will provide necessary survey work and/or geotechnical investigation. Owner shall provide Architect access to the Project and work site whenever appropriate.

6. **Architectural Work Product:** Owner acknowledges that the Architect's completed contract documents as Architect's work product. Nevertheless, completed contract documents, including incorporated plans and designs, prepared under this Agreement shall, upon full and final payment to the Architect of all monies then due and owing, become the property of Owner whether the Project is executed or not. Upon full and final payment to the Architect of all monies then due and owing, Architect shall deliver to Owner updated contract documents upon final completion of the Project or as they exist as of the date of termination, as applicable, in paper and electronic form as prepared by Architect. Architect shall be permitted to retain reproducible copies of the contract documents for Architect's own use and reference. In the case of any future reuse of the documents by Owner without Architect's direct professional involvement, the Architect's and Architect's consultants' names and seals shall be removed from

all such documents and the Architect shall not be liable to the Owner in any manner whatsoever for their reuse. The Owner's obligations under this paragraph shall survive any termination of this Agreement and shall be binding upon Owner's successors and assigns.

**7. Compensation:**

7.1. Compensation to Architect: In consideration of the Architect's provision of services under this Agreement, Owner agrees to compensate Architect as follows: **7.5% of the owner-approved, total estimated contract budget for the Project.** Change orders impacting architectural basic services shall not increase the Architect's fee. In addition to the foregoing, the parties have specifically agreed as follows:

a). This Agreement specifically excludes compensation and scope of work for civil engineering services, which shall include grading, stormwater/drainage, land disturbance, parking, site utility work, and all related permitting required.

b). The compensation of 7.5% of the Owner-approved, total estimated contract budget for the Project is understood to be \$10,000,000.00 at the outset of this Agreement, which translates to an Architect's fee of \$750,000.00

c). The Owner-approved, total estimated contract budget for the work shall be confirmed and modified, if necessary, at the completion of the Pre-Design Services. A formal amendment to the Agreement shall be prepared and executed by Owner and Architect indicating the final, agreed-upon budget for the Project.

d). The technology design services (audio-visual, inside plant wiring, and other design services necessary for the successful completion of the Project) will be done in coordination with Mission Critical Partners (MCP). MCP will be primarily responsible for the design, selection, bid documents, and assistance with installation for radio equipment and communication center



consoles, and Architect will coordinate with MCP on those services. Architect's fee for all other technology design services necessary for successful completion of the Project shall be calculated as 7.5% of Owner-approved, total estimated project budget for audio-visual equipment and other necessary technology not handled by MCP. Owner will facilitate communications between Architect and MCP to clearly define the scope of the various technology design deliverables during the Design Development phase of the Project. A formal amendment to the Agreement shall be prepared and executed by Owner and Architect indicating the final, agreed-upon budget for the technology portion of the Project that Architect will be responsible for.

Printing expenses shall be reimbursed as provided for in paragraph 2(b) of this Agreement.

Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted upon completion of the work constituting the task or project for which services are provided. Periodic invoices shall not exceed the amounts permitted in the Architect's proposal approved by the Owner and shall not exceed the percentages of work progress as contemplated in paragraph 2 above. Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Architect'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 Architect. 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 Architect.

7.2 Compensation to Architect's subcontractors: Architect has identified several subcontractors in its RFQ response that make up its project team. Recognizing that Owner's

ability to successfully complete the Project requires that Architect's entire project team, including all subcontractors, to be efficient and effective, Architect agrees to put in place whatever communication systems are appropriate so as to facilitate the timely and effective communications between and among its subcontractors and Architect, including the processing of invoices. In addition, Architect agrees to pay its subcontractors in a timely fashion upon presentation of invoices from said subcontractors (within 45 days of receipt of invoice from subcontractor), recognizing that said subcontractors' performance of services to Owner will be adversely impacted if Architect did not pay on a frequency consistent with the frequency that Owner is paying Architect on Architect's invoices.

8. **Insurance:** Architect 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. Architect shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Architect 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 Architect's obligations to maintain such insurance coverage and Architect shall indemnify and hold the Owner and all its personnel harmless from and against any and all 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 damages, losses or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Architect, its agents or employees. The Architect 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.

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 Architect 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 County Commissioner who has been designated by the Boone County Commission to supervise the Project. 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 Architect'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 or Suspension:** This Agreement may be terminated by the Owner for any reason upon at least 15 days written notice of termination to the Architect. Upon

termination, Architect shall immediately discontinue all services and deliver to Owner a final invoice for all services rendered through the termination date. Upon full and final payment to the Architect for all monies due and owing, Architect shall deliver to Owner any and all drawings, plans, specifications or other documents prepared or received by Architect for services under this Agreement, whether complete or in progress. If Owner questions the extent of the work on the final invoice it shall have every opportunity to review and evaluate all work upon which the invoice is based prior to payment. In addition to the foregoing, either party may terminate this Agreement upon no less than 10 days written notice in the event the other party shall substantially fail to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating termination.

11. **Governing Law / Venue / Dispute Resolution:** This Agreement shall be interpreted under the laws of the State of Missouri. All disputes under this Agreement shall be presented to the Circuit Court of Boone County or an appropriate Associate Division of said Court for resolution. The parties may mutually agree, prior to resorting to litigation in this matter, to submit any dispute to non-binding mediation through the University of Missouri School of Law Center for Dispute Resolution.

12. **Notice:** Any provision of notice called for herein shall be deemed given when a written notice is delivered to the other party as set out herein, or in three (3) days after the same is placed in the U.S. Mail to the following addresses, as appropriate:

If to the Architect:

Kevin Ratigan, AIA  
Architects Design Group, Inc.  
333 North Knowles Avenue  
Winter Park, FL 32789  
Fax: 407-645-5525

If to the Owner:

Boone County Commission  
801 E. Walnut, Rm. 333  
Columbia, Missouri 65201

With a copy to:


C.J. Dykhouse  
Boone County Counselor  
801 E. Walnut, Rm. 211  
Columbia, Missouri 65201  
Fax: 573-886-4413

13. **Certification of Lawful Presence / Work Authorization:** Architect shall complete and return the Work Authorization Certification.

14. **Complete Agreement:** This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

SO AGREED.

**ARCHITECTS DESIGN GROUP, INC.**

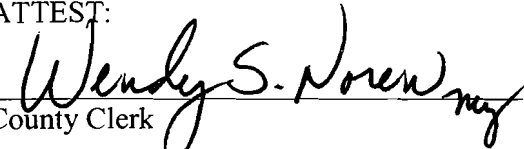
By   
Kevin Ratigan, AIA  
Title Senior Vice President  
Dated: Dec. 20, 2013

**BOONE COUNTY, MISSOURI**


By   
Presiding Commissioner

Dated: 1-6-14

ATTEST:



  
County Clerk

APPROVED AS TO FORM:

  
County Counselor

**AUDITOR CERTIFICATION**

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

Signature	<i>Appropriation pending</i>	Date	<i>12/31/2013</i>	Appropriation Account
				





**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.


**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Business Name Architects Design Group, Inc

Date Dec. 20, 2013

By Kevin Ratigan / Sr. V.P.  
Name and Title of Authorized Representative

  
Signature of Authorized Representative



## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations (13CFR Part 145).
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



Company ID Number: 508186

**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 Architects Design Group / ADG, Inc. (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 or to verify the entire workforce if the contractor so chooses.

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 with the FAR E-Verify clause") 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

Company ID Number: 508186

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1
<b>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</b>	
<ul style="list-style-type: none"><li>• FLORIDA 1 site(s)</li></ul>	

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

Name:	<b>Tonya H Cronin</b>	Fax Number:	<b>(407) 645 - 5525</b>
Telephone Number:	<b>(407) 647 - 1706</b>		
E-mail Address:	<b>tonyac@adgusa.org</b>		



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Cooper, Simms, Nelson & Mosley 271 West Canton Avenue P.O. Box 1480 Winter Park, FL 32790-1480 Michael K. Burch, CIC	Phone: 407-644-8689 Fax: 407-644-9934	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
<b>INSURED</b> Architects Design Group/ADG Inc. dba Architects Design Grp PO Box 1210 Winter Park, FL 32790	INSURER A : Transportation Insurance Co.	20494	
	INSURER B : Continental Insurance Company	35289	
	INSURER C : Zenith Insurance Company	13269	
	INSURER D :	NAIC #	
	INSURER E :	NAIC #	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			C4020017405	01/12/2013	01/12/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY			C4020017386	01/12/2013	01/12/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			C4020017419	01/12/2013	01/12/2014	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> CLAIMS-MADE					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Z070138805	01/12/2013	01/12/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  BOONE-2  Boone County Missouri Melinda Bobbitt, Purchasing Director 613 E. Ash, Rm. 109 Columbia, MO 65201	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
12/20/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Euclid Insurance Services, Inc. 234 Spring Lake Drive Itasca, IL 60143	<b>CONTACT NAME:</b> Barbara K. Russell <b>PHONE (A/C, No, Ext):</b> (630) 238-1900 <b>E-MAIL ADDRESS:</b> brussell@euclidmanagers.com	<b>FAX (A/C, No):</b> (630) 773-8590
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Architects Design Group/ADG, Inc. dba Architects Design Group 333 North Knowles Avenue Winter Park, FL 32789	<b>INSURER A:</b> National Casualty Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	


**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional			ARO0004860	02/01/2013	02/01/2014	Each Claim: \$ 2,000,000
A	Liability			ARO0004860	02/01/2013	02/01/2014	Annual Agg: \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Boone County Missouri Melinda Bobbitt Purchasing Director 613 E. Ash, Rm. 109 Columbia, MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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3 -2014

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

Term. 20 14

In the County Commission of said county, on the 6th day of January 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve administrative authority for the Information Technology Department to purchase laptop computers, personal computers, peripherals and printers from cooperative contracts for FY2014.

Done this 6th day of January, 2014

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner



# BOONE COUNTY

## Department of Information Technology

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER  
801 E. Walnut, Room 221  
Columbia, MO 65201-4890  
573-886-4319

**Aron Gish**

**Director**

**DATE:** January 6, 2014

**TO:** Dan Atwill, Presiding Commissioner  
Karen Miller, District I Commissioner  
Janet Thompson, District II Commissioner

**FROM:** Aron Gish

**SUBJECT:** Administrative Authority to Purchase Laptop Computers, Personal Computers, Peripherals and Printers from Cooperative Contracts for FY2014

The purpose of this request is to seek administrative authority for the Information Technology Department to purchase personal computers, laptop computers, computer peripherals and printers from cooperative contracts for the fiscal year 2014. The department's authority expired 12/31/13. Cooperative contracts include the State's WWT (World Wide Technology, Inc.), NACo (National Association of Counties) and WSCA (Western States Contracting Alliance). This type of request has been made and approved for each of the past 13 years. In addition, I would also request administrative authority to use the "Unanticipated Emergency Hardware" funding (1170-92301) to replace existing assets which fail and are not cost effective to repair. This authority would only cover personal computers, laptop computers, computer peripherals and printers with a replacement cost below \$1,300. This would allow for less downtime for our users and reduce the number of "spare" items needed to be kept as backup equipment.

Following are excerpts from past commission minutes:

*"Commissioner Miller stated ... that the department is requesting the ability of the department to purchase these products from State contract, in an as needed basis. This is efficient and is cost effective for the County. There are three cooperative contracts, two are national, and the other is state. The Purchasing Department is in agreement that this is the best way for the County to go.*

*Commissioner Elkin stated he spoke with Melinda Bobbitt about this and she told him that there could be up to two hundred bids, from across the nation, for these items.*

*Commissioner Miller stated it is hard to know if someone has the support to be able to fulfill the bid. Many times John Patton, County Counsel, has had to help the County get out of contracts because people were not able to meet the contract that was signed. This is the best solution as fast as technology moves.*

*Commissioner Miller moved to approve the request from the Information Technology Department for Administrative Authority to purchase laptop computers, personal computers, peripherals and printers from cooperative contracts for the fiscal year 2002.*

*Commissioner Elkin seconded the motion. There was no discussion or public comment. The motion passed 2-0."*

A commission order was approved January 3<sup>rd</sup>, 2013 to cover FY13. The same reasons still apply for the need to have this Administrative Authority granted for FY2014.

Thank you for your consideration.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

Term. 20 14

In the County Commission of said county, on the 6th day of January 20 14

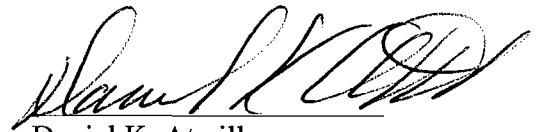
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby adopt the attached Budget Adjustment Policy.

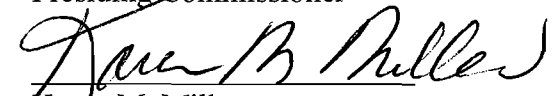
Done this 6th day of January, 2014

ATTEST:

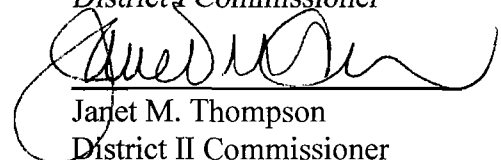
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner



# Budget Adjustment Policy

## Background and Purpose

The adopted annual budget is a financial plan which reflects legal spending limits for the County's Administrative Authorities. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is the object (or class) level within a departmental budget. More stringent budgetary controls apply to fixed assets such that only those fixed assets specifically identified and approved in the budget are authorized for purchase.

Occasionally, adjustments to the annual budget are necessary. Generally, such adjustments should be requested and authorized *prior* to procurement. These adjustments are classified as either a **Budget Amendment** or a **Budget Revision** and are subject to the policy provisions outlined below which are intended to promote transparency, accountability, and compliance with state law.

In some instances, county elected officials other than the County Commission serve as the appropriating authority for one or more special revenue funds, as specified in state statute. In these instances, the appropriating authority exercises sole discretion in authorizing budget adjustments in a manner consistent with applicable state statutes.

## Budget Amendments

**A Budget Amendment results in a net increase (or decrease) to the overall appropriations for a given fund.**

**Example:** the County receives a grant which results in an overall increase to revenues and expenditures.

The **Revised Statutes of Missouri (RSMo) 50.622** require that budget amendments follow the same statutory process as is used for the adoption of the annual budget. This process ensures public notice for the proposed budget amendment, an opportunity for public input, and a minimum 10-day period between presenting the proposed budget amendment and final approval. (A 30-day period applies in the event of a budget reduction.) The budget amendment process, including required public hearings, is incorporated into the County Commission's regular meeting schedule and a Commission Order is obtained to demonstrate completion of the statutory process.

## Budget Revisions

**A Budget Revision consists of off-setting increases and decreases in two or more appropriations which result in a net impact of \$0 to the overall appropriations for a given fund.**

**Example:** The Office Supplies appropriation is decreased in order to increase the Equipment Repairs appropriation by the same amount, resulting in a zero net change to overall appropriations.

**There are several types of Budget Revisions:**

### **1. Budget Revisions Between Spending Agencies:**

The **Revised Statutes of Missouri (RSMo) 50.630** allow the County Commission, with recommendation of the Budget Officer, to authorize the transfer of all (or any portion) of an unencumbered appropriation balance of one spending agency under the Commission's jurisdiction to another

spending agency, but such action may only be taken during the last two months of the fiscal year (i.e., November and December). A commission order is required as evidence of commission approval.

## **2. Budget Revisions from the Emergency Appropriation:**

Pursuant to **RSMo 50.540 (4)**, budget revisions from the General Fund emergency appropriation may be made at any time during the year for unforeseen emergencies. A unanimous vote of the County Commission is required for approval. From time-to time, emergency appropriations are established in other funds where the County Commission is the appropriating authority. Budget revisions from such emergency appropriations are handled in the same manner as in the General Fund.

## **3. Budget Revisions between classes of expenditure within a single spending agency:**

The Revised Statutes of Missouri do not address the need for budget revisions between classes of expenditure within a single spending agency. In the absence of such statutory guidance, the following policies will apply. Any decision of the Budget Officer pursuant to these policies may be appealed to the County Commission.

### **3.1 Budget Revisions pertaining to expenditures of Class 1 and Classes 2-8:**

- (a) The estimated future budgetary impact is expected to be equal to or greater than the statutory bid amount:** Budget revisions having an estimated future budgetary impact equal to or greater than the statutory bid threshold amount are subject to approval by the County Commission. County Commission approval is evidenced by a County Commission Order.
- (b) The estimated future budgetary impact is expected to be less than the statutory bid amount:** Budget revisions having an estimated future budgetary impact less than the statutory bid threshold amount are subject to approval by the Budget Officer.

### **3.2 Budget Revisions pertaining to Class 9 expenditures (Fixed Assets).** As noted above, more stringent budgetary controls apply to fixed assets.

- (a) The requested fixed asset is authorized in the annual budget; however, available remaining budget is insufficient to cover the anticipated cost:** A budget revision is needed to cover the expected budget shortfall. The budget revision requires approval by the Budget Officer.
- (b) The requested fixed asset was not authorized in the annual budget and available remaining budget is insufficient to cover anticipated cost:** A budget revision is needed to cover the anticipated cost of the new (or replacement) fixed asset and to authorize purchase of the asset within the budget. Requested assets having an individual amount greater than or equal to the statutory fixed asset threshold amount (per RSMo 55.160) require County Commission approval. County Commission approval is evidenced by a County Commission Order.
- (c) The requested fixed asset was not approved in the annual budget and available remaining budget is sufficient to cover anticipated cost:** A budget revision is not needed because sufficient budget is available to cover the anticipated cost; however, approval is needed to authorize the fixed asset in the budget. Requested assets having an individual amount greater than or equal to the statutory fixed asset threshold amount (per RSMo 55.160) require County Commission approval. County Commission approval is evidenced by a county commission order.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

Term. 20 14

In the County Commission of said county, on the 6th day of January 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the Boone County Commission Minutes during the IV quarter beginning on 10-07-2013 through 1-02-2014.

Done this 6th day of January, 2014

ATTEST:

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

[Signature]  
Daniel K. Atwill  
Presiding Commissioner

[Signature]  
Karen M. Miller  
District I Commissioner

[Signature]  
Janet M. Thompson  
District II Commissioner