# **MONITEAU COUNTY EMERGENCY DISPATCH**



## BOARD OF DIRECTORS MINUTES

FEBRUARY 16, 2022

CHAIRMAN – CHRIS ALLEE	DISTRICT 1 – DANA WHEATLY	DISTRICT 2 – MIKE VOLKART
DIRECTOR – KEVIN WIEBERG	DISTRICT 1 – SHELLEY BISHOP	<b>DISTRICT 2</b> – JEFF KOERKENMEIER
<b>Ops Mngr</b> – Stacey Richards		

### 1. CALL TO ORDER

The meeting was called to order at 6:00 PM by Chairman Chris Allee.

### 2. MINUTES & REPORTS RECEIVED AND FILED

*Jeff Koerkenmeier moved to approve the meeting minutes from the January 17, 2022 Board Meetings as submitted.* 

*This motion was seconded by Mike Volkart and unanimously approved by the Board. Director, Kevin Wieberg, presented the Treasurer's Report for January 2022 as follows:* 

Sales Tax Revenue	\$103,645.49
Other Revenue	\$1,415.41
Operational Expenses	\$69,482.73
Capital Expenses	\$10,126.20
Month Ending Checking Account Balance	\$351,356,38
Month Ending Certificates of Deposit	\$828,140.39

*Jeff Koerkenmeier moved to approve the Treasurer's Report as submitted. This motion was seconded by Dana Wheatly and unanimously approved by the Board.* 

### 3. ACCOUNTS PAYABLE & PAYROLL

Director, Kevin Wieberg, presented the Accounts Payable Report with no pending transactions. \$47,914.59

Director, Kevin Wieberg, presented the Payroll Report since the last Board Meeting.

2023-02	\$ 27,851.84
2023-03	\$ 26,046.37

Dana Wheatly moved to approve the Accounts Payable and Payroll Reports as submitted. This motion was seconded by Mike Volkart and approved by majority of the Board.

### 4. INVITED GUESTS

No Guests are in attendance.

### 5. UNFINISHED BUSINESS

Director Kevin Wieberg discussed the reinvestments of the CDs (attached in CD report).

Purchasing / Bidding Policy was tabled until next meeting.

# **MONITEAU COUNTY EMERGENCY DISPATCH**



### 6. NEW BUSINESS

Director Kevin Wieberg presented a proposal from Porter, Berendzen and Associates Architect Firm for design services of the future planned building addition / renovation.

The proposal is 2 phased with phase 1 being design and phase 2 being project management. Design phase not to exceed \$4,000. Proposal was reviewed by MCED Legal Counsel.

Jeff Koerkenmeier moved to accept the proposal for Phase 1 Design services and for President Chris Allee to sign the agreement.

This motion was seconded by Dana Wheatly and unanimously approved by the Board.

## 7. DIRECTOR'S REPORT

Report attached.

Upcoming Conferences:

Omnigo (CAD) is next week in STL and Kevin and Stacey are scheduled to attend. MPSCC is scheduled for next month in Osage Beach with 3-4 attending the full conference and 3-4 attending 1 or 2 days of conference.

### 8. BOARD INQUIRIES

None

## 9. PUBLIC COMMENTS

No members of the public present.

## **10.CLOSED SESSION**

Shelley Bishop moved to enter Closed Session Pursuant to RsMO 610.021 to personnel issues. This motion was seconded by Dana Wheatley and a roll call vote was held:

Shelley Bishop: Yes, Dana Wheatley: Yes, Chris Allee: Yes, Mike Volkart: Yes, Jeff Koerkenmeier: Yes. The Board entered into Closed session at 7:12PM.

While in Closed Session, no action was taken by the Board of Directors.

Mike Volkart moved to open the meeting to the public, this motion was seconded by Jeff Koerkenmeier and a roll call vote was held.

Shelley Bishop: Yes, Dana Wheatley: Yes, Chris Allee: Yes, Mike Volkart: Yes, Jeff Koerkenmeier: Yes. The Board opened the meeting at 7:19PM

## **11.SCHEDULE FUTURE MEETINGS**

Future Board Meetings were scheduled for:

March 13, 2013 (Future meetings to occur on 2<sup>nd</sup> Monday of each month)

## **12.ADJOURNMENT**

With no other business being presented, Jeff Koerkenmeier moved to adjourn the meeting. This motion was seconded by Dana Wheatly and was unanimously approved by the Board. The Meeting was adjourned at 7:26 PM.

Minutes prepared by Kevin Wieberg

# **MONITEAU COUNTY EMERGENCY DISPATCH**



FEBRUARY 16, 2022

## BOARD OF DIRECTORS AGENDA

1. CALL TO ORDER - 6:00PM

### 2. MINUTES & REPORTS

- a. Approval of Previous Minutes
- b. Approval of Treasurer's Report

### 3. ACCOUNTS PAYABLE & PAYROLL

- a. Accounts Payable
- b. Payroll Report

### 4. INVITED GUESTS

### 5. UNFINISHED BUSINESS

- a. CD Re-investment
- b. Purchasing / Bidding Policy

### 6. NEW BUSINESS

- a. Architect Agreement
- 7. DIRECTOR'S REPORT

### 8. BOARD INQUIRIES

- 9. PUBLIC COMMENTS
- **10.CLOSED SESSION** Pursuant to Section 610.021 of the Revised Statutes of Missouri, the Board of Directors will go into Closed Session to discuss the following:
  - a. Legal [§ 610.021 (1)]
  - b. Personnel [§ 610.021 (3)]

### **11.SCHEDULE FUTURE MEETINGS**

- a. Scheduling of future meetings
  - i. March 13, 2013
    - 1. 2<sup>nd</sup> Monday of every month at 6PM

## **12.ADJOURNMENT**



\$0.00

# Moniteau County Emergency Dispatch

2022 Treasurer's Report

\$0.00

January

February

March

April

May

\$894,589.10

								202	22 Treas	urer's Repo	rt			
	Sales Tax Revenue				Total Re		e		Total Dudaat					
Month	\$994,000 Monthly Sales Tax Revenue	J.UU Previous Year Received	\$5,650.00 Monthly Other Revenue	Total Monthly Revenue	\$999,65 Compared to Current Budget	YTD Revenue	Projected Revenue PL	Operational	Capital	۶999,4 Monthly Total	YTD Operational Expenses	Projected YTD Operational Expenses	Budgeted Expense PL	Total Budge PL
January	\$103,645.49	\$89,892.49	\$1,415.41	\$105,060.90	<b>(\$894,589.10)</b> 10.51%	\$105,060.90	\$21,756.73	\$69,482.73	\$10,126.20	\$79,608.93	\$69,482.73	\$83,291.41	\$13,808.68	\$35,565.41
February		\$89,259.37		\$0.00	<b>(\$894,589.10)</b> 10.51%	\$105,060.90					\$69,482.73	\$166,582.82		
March		\$95,409.44		\$0.00	(\$894,589.10) 10.51%	\$105,060.90					\$69,482.73	\$249,874.23		
April		\$79,205.40		\$0.00	<b>(\$894,589.10)</b> 10.51%	\$105,060.90					\$69,482.73	\$333,165.64		
May		\$91,242.69		\$0.00	<b>(\$894,589.10)</b> 10.51%	\$105,060.90					\$69,482.73	\$416,457.05		
June		\$94,283.43		\$0.00	(\$894,589.10) 10.51%	\$105,060.90					\$69,482.73	\$499,748.46		
July		\$100,659.27		\$0.00	(\$894,589.10) 10.51%	\$105,060.90					\$69,482.73	\$583,039.87		
August		\$107,955.48		\$0.00	(\$894,589.10) 10.51%	\$105,060.90					\$69,482.73	\$666,331.28		
September		\$111,048.05		\$0.00	(\$894,589.10) 10.51%	\$105,060.90					\$69,482.73	\$749,622.69		
October		\$106,456.27		\$0.00	(\$894,589.10) 10.51%	\$105,060.90					\$69,482.73	\$832,914.10		
November		\$83,416.37		\$0.00	(\$894,589.10) 10.51%	\$105,060.90					\$69,482.73	\$916,205.51		
December		\$106,269.89		\$0.00	<b>(\$894,589.10)</b> 10.51%	\$105,060.90					\$69,482.73	\$999,496.92		
\$120,000.00	6405 0C0 00				Total Re	evenue	— Operational E	xpenses –	Monthly	Revenue Budget				
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\$80,000.00														
\$60,000.00	\$69,482.73													
\$40,000.00														
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\$0.00			\$0.00	\$0.0	00	\$0.00	\$0.00	)	\$0.00	\$0	.00	\$0.00		\$0.00
	January		February	Mar	rch	April	May		June	Ju	lly	August		September
		Y	TD Profit /	Loss			Projecte	ed Sales Ta	x Revenı				Re	venue - Actu
\$40,000.00	\$35,565.41									\$25,000.0			000 <u>¢0</u> 00	
\$35,000.00 \$30,000.00										\$20,000.0	\$20,341.32	\$0.00 \$0	0.00 \$0.00	\$0.00 \$
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January Republic Norch Volume Nue in Preparation Octoper November December



get	Month En Account Ba Year Beginr \$398,773.	l <b>lance</b> ning	Total CD Balance Year Beginnin, \$792,501.02	Ear g	terest ned 15.02	Total Cash Assets Year Beginning \$1,191,274.21
1	\$351,356	.38	\$828,140.3	9 <sup>-\$78</sup>	35.02	51,179,496.77
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	October		November		Dec	ember
tua	l vs Project	ion				
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Jun	e July	August	September	October	Novembe	December er



## Moniteau County Emergency Dispatch CD Report



	Original Investment	Date	Life Intrest Earned	Most Recent Renewed Balance	Date	Months	Current Interest Earned	Current Balance	Compound	Maturity Date	Rate
						O	perational Reserve	\$164,802.32	_		
Peoples Bank of Moniteau County #14562	\$100,000.00	1/19/2023	\$0.00			18	\$0.00	\$100,000.00	1/4	July 19, 2024	3.65%
1030 Tipton Latham Bank #60440	\$12,000.00	3/21/2014	\$2,700.45	\$14,583.74	9/21/2022	18	\$116.71	\$14,700.45	1/4	March 21, 2023	3.21%
Tipton Latham Bank #64738	\$50,101.87	1/19/2023	\$0.00	r I		25	\$0.00	\$50,101.87	1/4	February 19, 2025	4.28%
						20	24 Board Elections	\$20,334.80			
1095 Tipton Latham Bank #63378	\$20,000.00	9/18/2020	\$334.80	\$20,281.71	9/18/2022	24	\$53.09	\$20,334.80	1/4	September 18, 2024	1.05%
						I	Building Expansion	\$643,003.27			
Tipton Latham Bank #64739	\$342,174.68	1/19/2023	\$0.00			13	\$0.00	\$342,174.68	1/4	February 19, 2024	4.14%
1097 Tipton Latham Bank #63650	\$100,000.00	6/8/2021	\$828.59	\$100,828.59	12/8/2022	18	\$0.00	\$100,828.59	1/4	June 8, 2024	4.80%
1100 Commerce Bank #648000082	\$200,000.00	12/7/2022	\$0.00			18	\$0.00	\$200,000.00	1/2	June 7, 2024	4.85%
\$3,863.84							\$169.80	\$828,140.39			

interest forfeited on 785.02

CD reinvestment

Tipton Latham Bank	\$528,140.39
Peoples Bank of Moniteau County	\$100,000.00
Commerce Bank	\$200,000.00
Central Bank	\$0.00
Hawthorn Bank	\$0.00
	\$828,140.39



SECTION:	Administrative
SUBJECT:	Purchasing and Bidding Policy
POLICY #:	500-03
EFFECTIVE DATE:	DRAFT

### Purpose

This policy contains written guidelines promulgated by the Board of Directors of Moniteau County Emergency Dispatch ("Board", "District" or "MCED") for purchasing and expenditures by MCED. These guidelines are designed to provide definitive rules for the purchasing of goods and services and making budgeted expenditures.

This policy provides rules for purchasing based on prior Board approval, routine purchases, emergency purchases and sets limits within these categories.

This policy is intended to provide an incentive to local bidders, to encourage economic growth in the community and ease of service.

- Director may make purchases up to \$500 without initial authorization from the Board;
- MCED may not accept gifts from potential vendors valued over \$15;
- Purchases greater than \$6,000 but less than \$12,000 (or when determined to benefit the District) in 90 Day period 3 solicited bids;
- Purchases greater than \$12,000 (or when determined to benefit the District) Competitive Sealed Bid
  - $\circ \quad \text{Public Notice} \quad$
  - Opening
    - Exceptions
      - Sole Source Procurement
      - Emergency Procurement
      - Cooperative Procurement



Moniteau County Emergency Dispatch Policy and Procedure Manual

The MCED Executive Director, ("Director") is the Purchasing Agent. The Director, when authorized, shall procure for MCED, bids for supplies and services needed by MCED in accordance with the procedures prescribed by this policy or required by law, including, but not limited to the following:

- A. Except as provided in this policy, it shall be unlawful for any employee to order the purchase of any supplies or make any contract within the purview of this policy other than through the Director or designee, and any purchase ordered or contract made contrary to the provisions hereof shall not be approved by MCED officials and the District shall not be bound thereby.
- B. The Director shall establish a purchase order system.
- C. The Director shall procure for the District the highest quality in supplies and contractual services at the least expense to the District.
- D. The Director shall keep MCED informed of the current developments in the field of purchasing, prices, market conditions and new products and secure for the Board the benefits of research done in the field of purchasing by other governmental jurisdictions, national technical societies, trade associations, and by the private business and organizations.
- E. The Director shall act to procure for the Board all Federal and State tax exemptions to which it is entitled.
- F. The Director, upon prior Board approval, shall declare vendors who default on their quotations "irresponsible bidders" and disqualify them from receiving any business from the District for a stated period of time to be determined by the Board.

### **Conflicts of Interest**

No MCED officer, employee, agent, subcontractor, or member of the Board, their spouse, or their dependent child(ren), whether singularly or collectively, directly or indirectly, shall transact business in his/her official capacity as a purchasing agent for the District if he/she is an officer, agent or member or in which he/she owns any personal interest in an entity that will create a substantial conflict with MCED.

No purchasing agent, officer or employee of MCED shall enter into any private business transaction with any person or entity that has a matter pending with MCED or to be pending upon which the officer or employee is already engaged in the business transaction with MCED at the time that matter arises, he/she shall be disqualified from rendering any decision or passing any judgement upon the same.

If a purchasing agent, officer or employee is engaged in any dealings with MCED as noted above, that purchasing agent, officer or employee of MCED shall not continue his/her involvement therein and shall recuse him/herself from the discussion and final decision-making process, except to explain their involvement.

### **Gifts and Rebates**

Purchasing agents, officers and employees of MCED are expressly prohibited from accepting, directly or indirectly, from any person, company, firm or corporation, to which any purchase order or contract is or might be awarded, any rebate, gift, money or anything of value \$15 or greater excluding promotional products.



**Small Purchases (** $\leq$  **\$12,000).** Any purchase for unbid goods or services, excluding professional services, made with any one vendor with MCED, that does not exceed \$12,000 in a rolling ninety-day period may be made in accordance with the small purchase procedures listed herein. Purchases shall not be artificially divided (i.e. stringing purchases) so as to constitute a small purchase under this section.

**Purchases \$6,000 and under**. Purchases that do not exceed \$6,000.00 may be made without soliciting competitive bidding, however, the purchasing agent shall perform his\her due diligence to ensure costs reflect the best pricing available to MCED. If the purchase is over \$5,000.00 a purchase order shall be required.

**Purchases between \$6,001 and \$12,000**. Insofar as is practical, no less than three (3) businesses shall be solicited to submit written quotations for the goods and/or services contemplated; a "no bid" response submitted by a vendor is permissible in fulfilling this requirement. Award shall be made to the business offering the lowest acceptable quotation. The names of the businesses submitting quotations as well as the date and amount of each shall be recorded and maintained as a public record.

**Large Purchases (>\$12,000.00)**. All contracts of MCED exceeding \$12,000 shall be awarded by competitive sealed bidding through a Request for Proposals process, except as otherwise provided in the Exception portion of this policy.

**Maximum Practicable Competition**. All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying MCED's needs. Specifications shall not be unduly restrictive, but sufficient in meeting the needs of MCED.

- 1. **Public Notice**. All public notices of competitive sealed bidding of any type shall be given a reasonable time, not less than ten (10) business days, prior to the date set forth therein for the opening of bids. Such notice shall include publication in all newspapers of general circulation in Moniteau County, and shall run once a week for two consecutive weeks. Notice may also be placed in other publications at the sole discretion of MCED. Public notice shall state the place, date, and time of bid opening and whether or not the opening is public.
- 2. **Opening**. Bids shall be opened publicly in the presence of one or more witnesses, preferably members of the Board, at the time and place designated in the Request for Bids. The amount of each bid, when practical, and such other relevant information as the Director deems appropriate, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection.



### Exceptions

- 1. **Contracting for Professional Services**. For the purpose of procuring professional services as defined by the laws of the State of Missouri, any Administrative Authority requiring such services may procure them on its own behalf if desired.
- 2. **Sole Source Procurement**. MCED has authority to waive the requirements of competitive bidding when the Board has determined in writing and entered into meeting minutes that there is only a single feasible source for the required supply or service item, existing when:
  - a. Supplies are proprietary and only available from the manufacturer or a single distributor; or
  - b. Based on past procurement experience, it is determined that only one distributor services the region in which the supplies are needed; or
  - c. Supplies are available at a discount from a single distributor for a limited period of time.
- 3. **Emergency Procurement**. Notwithstanding any other provisions of this Policy, purchases for the emergency procurements of supplies, services, or construction items are permissible in the following scenarios, provided that all such emergency procurements are made with as much competition as is practicable under the circumstances and emergency purchases exceeding \$12,000 are approved by the Board:
  - When there exists a threat to life, property, public health, or public safety; or
  - When immediate expenditure is necessary for repairs to MCED property in order to protect against further loss of, or damage to, MCED property, to prevent or minimize serious disruption in MCED services or to ensure the integrity of MCED records.
- 4. **Cooperative Procurement**. Cooperative procurement agreements, which have met the sealed bid requirements as outlined herein, in which MCED is eligible to participate, shall be considered to have met all bid documentation requirements. All Missouri State bid contracts qualify for this bid documentation exemption.

### 5. Procurement under Special Circumstances.

- Utility bills (Ameren UE, Am Water, Allied Waste, Electric Co-Op);
- Travel Reimbursement (mileage, hotel, food, per diem, air fare, and other);
- Purchases of gas, oil, and other changing prices (volatile pricing environments).

Porter, Berendzen & Associates

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200 South Henry Clay Blvd. P.O. Box 446 Ashland, MO 65010

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(573) 657-2022

E-MAIL: jay@pba-architecture.com

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Mr. Kevin Wieberg – Director Moniteau County Emergency Dispatch 604 N. Oak Street – P.O. Box 87 California, MO 65018

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January 19, 2023

Re: Proposal for Design Services - Addition and Remodeling for 911 Center

Dear Mr. Wieberg,

Per discussions with you, we would like to submit a proposal for design services for the aforementioned project. We would like to propose a two phased design approach for your project.

### Phase I:

Presentation style drawings including Site Plan, Floor Plan and Renderings. This would be similar to the examples that we shared previously. These materials can be used for marketing and for your lender. This also may including measuring/mapping the existing building as needed.

For this service we would propose a not to exceed fee of \$4,000.00. All of the work performed by our firm for phase I will be billed at an hourly rate and will not exceed the total cost shown above– unless the scope of work is changed. Please see the attached schedule of our hourly rates, expenses, etc. and also the standard terms and conditions (see Exhibit A).

Please note that this fee will be credited toward the Phase II fees as defined by the AIA contract.

Accepted by:

Chris Allee - Board President

Date

### Phase II:

Construction/Permit drawings - Percentage of Construction Cost based upon Fee Schedule presented.

**Project Information:** 

Existing Building:	1,725 s.f. footprint – 2 stories
Proposed Addition:	5,000 +/- s.f. footprint – 1 story
Budget Estimate:	\$1.4 million total for project

### Scope of Work:

Construction Document (CD) Phase

- i. Architectural / Structural / MEP Design
- ii. Civil Design typically by others TBD
- iii. Drawing Production of Plans
- iv. Bidding Procurement and Permitting
- v. Construction Administration

The following are understood items of project scope and schedule:

- The existing structure is wood framed and two stories including the basement. The proposed addition will be a one story wood framed structure with a slab-on-grade floor and trench footing/foundation. The building will contain primarily use group B (business). The existing building is not sprinklered nor will the addition required it to be sprinklered. The site is fairly flat and will allow an at-grade foundation layout which will not require adjacent grade substantially above or below the finished floor elevation. The type of construction will be VB, wood framed with a sloped roof.
- 2. Porter, Berendzen & Associates, P.C. will be the Design Professional in Responsible Charge. The Architectural Design, Accessibility Compliance, Code Analysis and Design organization will be performed by PBA. Structural and MEP Engineering will be performed under PBA by consultants. Site Planning/Civil Engineering can also be provided under our umbrella if desired by the client.
- 3. We understand that this project will be publicly bid and will require prevailing wage. We will provide a project manual to complement the drawings as a part of the bid documents.
- 4. Construction administration is included in our scope of services. These services will be completed by our firm, including, bid procurement, contracts, shop drawing review, milestone site visits, needed supplemental instructions, etc.
- 5. The City of California has not adopted a building code. The building code used for this project will be International Building Code (IBC) 2015.
- 6. Estimates of Building Cost will be provided to determine a budget.
- 7. Design and drawing changes after the final submittal for value engineering purposes or otherwise are not included in our scope and are typically considered additional services.
- 8. Our scope does not include special inspections and construction testing or verification.

Note that the AHJ (Authority Having Jurisdiction) may require these inspections and testing. We can perform and/or arrange for these services by a qualified testing lab if needed or most commonly they are included in the bid documents and provided by the contractor awarded the bid.

- 9. This project will be provided to the permitting agency as one submittal. No multiple or phased submittals will be required for the project.
- 10. Production of as-built information including drawings is included in our scope of work.
- 11. The scope listed herein is intended to describe the basic design services, including Architectural services, Structural Engineering and MEP Engineering. Site Design/Civil Engineering services can also be included in this proposal. Additional architectural services not mentioned herein may be completed on an hourly basis as directed by the owner/client.

As the form of contract for Phase II, we would propose the AIA B101 "Standard Form of Agreement between Owner and Architect".

Please let me know if you need any more information. We look forward to beginning work after your acceptance of the proposal. We can produce the referenced contract with review/revisions by your attorney as needed.

Accepted by:

Chris Allee - Board President

Date

Respectfully Submitted,

Jay Berendzen, Architect - Porter, Berendzen & Associates, P.C.

## PORTER, BERENDZEN & ASSOCIATES, P.C. Ε



Δ С R н Т 200 SOUTH HENRY CLAY BLVD. P.O. Box 446 ASHLAND, MO 65010

E-MAIL: jay@pba-architecture.com

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(573) 657-2022

### **PBA Fee Schedule - 2023**

### **Professional Services**

Classification:	
Principal Architect\$125Project Manager\$100Drafter\$80Clerical Staff\$60	

Overtime rate (hours worked in excess of forty (40) hours per week) will be charged at the same rate as normal hours.

### **Reimbursable Expenses**

#### **Classification:**

Travel / Auto..... \$0.50 per mile Travel / Other..... 1.1 x actual cost Mailing / Postage and Handling..... 1.1 x actual cost Courier Delivery..... 1.1 x actual cost Long Distance Telephone / Fax..... 1.1 x actual cost In-House Printing / Plotting: 8.5" x 11"..... \$0.25 per sheet 11" x 17"..... \$0.50 per sheet 18" x 24"..... \$1.50 per sheet 24" x 36"..... \$4.00 per sheet 30" x 42"..... \$5.00 per sheet

#### Rate:

### Proposal / Agreement Between Architect and Owner for Professional Design Services

## **EXHIBIT A - Terms and Conditions**

Design Professional in Responsible Charge (Architect) shall perform the services outlined in this Agreement for the stated fee arrangement.

#### Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

#### **Billings/Payments**

Invoices will be submitted monthly or upon project completion for services and reimbursable expenses and are due when rendered. Invoices shall be considered past due if not paid within 30 days after the invoice date and the Architect may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. A service charge will be charged at 1.5% per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

#### **Reimbursable Expenses**

Reimbursable Expenses are expenses incurred directly or indirectly in connection with the project such as, but not limited to, transportation, meals or lodging for travel, long distance telephone calls and facsimile transmissions, overnight deliveries, courier services, professional service sales taxes, the cost of reproductions beyond those normally required for coordination and information purposes, and the cost of outside professional services.

#### Access To Site

Unless otherwise stated, the Architect will have access to the site for activities necessary for the performance of the services. The Architect will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

#### **Hidden Conditions and Hazardous Materials**

A structural condition is hidden if it is concealed by an existing finish or if it cannot be investigated by reasonable visual observation. If the Architect has reason to believe that a structurally deficient condition may exist, the Architect shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) the Architect has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and the Architect shall not be responsible for the existing condition nor any resulting damages to persons or property. Architect shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

#### Indemnification

The Architect shall indemnify and hold harmless the Client and its personnel against any and all claims, damages, losses and expenses to the extent they are caused by negligent acts, errors, or omissions of the Architect or its employees in the performance of its services under this Agreement, subject to the Risk Allocation provisions. The Client shall indemnify and hold harmless the Architect and all of its personnel from and against any and all claims, damages, losses and expenses arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Architect) or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage or loss due to the presence of hazardous materials.

#### **Risk Allocation**

In recognition of the relative risks, rewards and benefits of the Project to both the Client and the Design Professional in Responsible Charge (Architect), the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Architect's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses rising out of this Agreement, from any cause or causes, shall not exceed the amount of \$50,000, the amount of the Architect's fees (whichever is less), or other amount agreed upon in writing. Such cause or causes include, but are not limited to, the Architect's negligent acts, errors, omissions, strict liability, breach of contract, breach of expressed or implied warranty, or any other theory of legal liability. This limitation of liability shall apply to the Architect and its officers, members, directors, partners, agents, employees, and sub-consultants.

#### **Opinion of Probable Construction Cost**

The Architect's opinion of probable structural construction cost, if rendered as a service under this Agreement, is based on assumed labor costs and approximate quantities of material and equipment, and therefore is of a conditional character. The Architect cannot guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the Project may affect estimates.

#### **Termination of Services**

This Agreement may be terminated upon 10 days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Architect for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

#### **Ownership of Documents**

All documents produced by the Architect under this Agreement shall remain the property of the Architect and may not be used by the Client for any other endeavor without the written consent of the Architect.

#### **Dispute Resolution**

The Design Professional in Responsible Charge (Architect) and Client agree to negotiate any claim(s) or dispute(s) arising out of or related to the agreement between them in good faith prior to exercising any other provision of this Agreement. If a claim or dispute between the Architect and Client cannot be settled within 30 days by good faith negotiations the Architect and Client agree to submit it to mediation in accordance with the Construction Rules of the American Arbitration Association. If the claim or dispute cannot be settled by good faith negotiations or mediation then either party may exercise their rights under law. In no event shall a claim or dispute be made or sustained if it would be barred by the applicable statute of limitations.



## Moniteau County Emergency Dispatch

Monthly Directors Report - January



Personnel					
T	elecommunicato	ors	In Training	Vacancies	
Full Time		9		1	L (
Т	elecommunicato	ors	In Training	Vacancies	Road Signs
Part Time	4		1 1	L	2
Training	Date	Attendance	Hours	Тур	be
Call Types	18-Oct	10	1	In Pe	
Suicidal / Narcotics	Monthly	9	1	Onli	ne
Certifications		Complete	Scheduled	Needing	Total
Basic Telecommunicator		7	0	9	
Online Universal Telecommunications Ess	sentials Course	14	1	1	
Dispatch-Directed CPR		11	0	5	16
ProQA		9	0	7	10
EMD		9	0	7	
MULES		13	3	0	
Projects					
Addressing Policies	Pending				
MOSWIN for MCSO	Pending				
Active911 Alerts - Disregard and Repage for all units	Pending				
Go2it Dispatch map to incorporate Oblique Imagery	Pending		3		-
Architect Agreement	In Progress			1	3
Property Survey	Scheduled				
Purchasing Policy	In Progress				
MU Air OLOS	In Progress				
Plotter	In Progress				
QA restart	Complete				
Month at-a-glance					
RAVE Alerts for City of California (Tipto	on?)				
Central MO1 Directors Meeting	,				
MU Air OLOS					
AED Directory					
Omnigo Training Feb 23-24					
MPSCC Conference 19-22					
1,074 Calls for Service Created (CAD)			Language	e Line Utilized <b>'</b>	1
<b>150</b> High Priority Calls		Avera	ige time to Disp		
278 911 Answered			911 Avera	ge Ring Time 🕻	3.79 seconds
20 911 Abandoned		Q	uality Assuranc		
2 911 Text Sessions				thly QA Score	
1,737 Admin/ Business calls - Inbound				rants Entered	
595 Admin/ Business calls - Outbound			New Addres	ses Assigned	3

## Moniteau County Emergency Dispatch

Budget vs. Actuals: 2023 Budget - FY23 P&L

January - December 2023

		TOTAL		
	ACTUAL	BUDGET	REMAINING	% OF BUDGET
Income				
4000 Sales Tax Revenue	103,645.49	994,000.00	890,354.51	10.43 %
4010 Prepaid Wireless Revenue	1,337.41	5,250.00	3,912.59	25.47 %
Total Income	\$104,982.90	\$999,250.00	\$894,267.10	10.51 %
GROSS PROFIT	\$104,982.90	\$999,250.00	\$894,267.10	10.51 %
Expenses				
6050 Advertising	107.10	500.00	392.90	21.42 %
6070 Accounting	1,015.62	12,288.00	11,272.38	8.27 %
6200 Auto & Truck		500.00	500.00	
6320 Business Meals And Entertainment	180.23	2,225.00	2,044.77	8.10 %
6330 CAD System		23,142.73	23,142.73	
6450 Communications	5,300.00	10,725.00	5,425.00	49.42 %
6470 Contigency		2,500.00	2,500.00	
6650 Dues, Subscriptions & Bank Charges	854.54	13,795.00	12,940.46	6.19 %
6665 Employee Benefits	17,283.20	106,706.45	89,423.25	16.20 %
6710 Fuel		1,750.00	1,750.00	
6720 GIS Maintenance		6,930.00	6,930.00	
6750 Insurance		11,300.00	11,300.00	
6810 IT Services	2,195.00	22,730.00	20,535.00	9.66 %
6880 Legal	10,000.00	10,000.00	0.00	100.00 %
6950 Miscellaneous	200.00	1,000.00	800.00	20.00 %
7000 Office Supplies	998.55	5,500.00	4,501.45	18.16 %
7050 Postage		265.00	265.00	
7100 Professional Fees		100.00	100.00	
7110 Public Education		500.00	500.00	
7200 Repairs & Maintenance	284.00	10,500.00	10,216.00	2.70 %
7210 Reward Money		500.00	500.00	
7249 Salaries & Wages - Overtime	5,031.08	69,693.60	64,662.52	7.22 %
7256 Salaries & Wages - Full Time	62,583.81	542,222.00	479,638.19	11.54 %

## Moniteau County Emergency Dispatch

Budget vs. Actuals: 2023 Budget - FY23 P&L

January - December 2023

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% OF BUDGET
7257 Salaries & Wages - Part Time	4,926.96	15,020.00	10,093.04	32.80 %
7259 Signs & Installations	1,122.85	3,000.00	1,877.15	37.43 %
7300 Supplies	772.05	1,500.00	727.95	51.47 %
7356 Taxes - Payroll	5,914.09	47,884.07	41,969.98	12.35 %
7550 Telecommunications	6,285.30	59,780.00	53,494.70	10.51 %
7570 Training	560.50	3,800.00	3,239.50	14.75 %
7600 Travel		4,300.00	4,300.00	
7610 Uniforms		1,500.00	1,500.00	
7650 Utilities & Trash	899.31	7,340.00	6,440.69	12.25 %
Total Expenses	\$126,514.19	\$999,496.85	\$872,982.66	12.66 %
NET OPERATING INCOME	\$ (21,531.29)	\$ (246.85)	\$21,284.44	8,722.42 %
Other Income				
8100 Operational Interest Income	67.20	200.00	132.80	33.60 %
8200 Miscellaneous Income	10.80	100.00	89.20	10.80 %
Total Other Income	\$78.00	\$300.00	\$222.00	26.00 %
NET OTHER INCOME	\$78.00	\$300.00	\$222.00	26.00 %
NET INCOME	\$ (21,453.29)	\$53.15	\$21,506.44	(40,363.67 %)