

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

October Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the

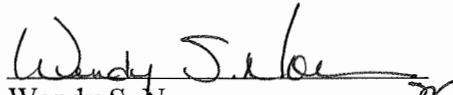
12th day of October 20 04

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


Now on this day, the County Commission of the County of Boone does hereby authorize a closed session on Tuesday, October 12, 2004 immediately following the regularly scheduled meeting at 8:30 a.m. The meeting will be held in Room 243 of the Roger B. Wilson Boone County Government Center at 801 E Walnut, Columbia, Missouri, as authorized by 610.021(2) RSMo. to discuss leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore.

Done this 12th day of October, 2004.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the 12th day of October 20 04

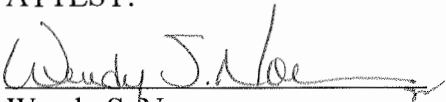
the following, among other proceedings, were had, viz:

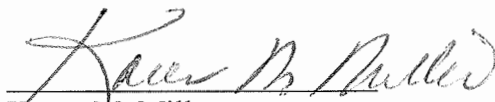
Now on this day the County Commission of the County of Boone does hereby approve the University of Missouri Cooperative Bid C051904 for Commercial Wireless Service with Sprint, U.S. Cellular and Cingular. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

Done this 12th day of October, 2004.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

426-2004

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: October 4, 2004
RE: C051904 Commercial Wireless Service

Purchasing requests permission to utilize the University of MO cooperative contracts for Commercial Wireless Service. We have currently been utilizing their contracts for this service with Cingular and US Cellular. The University recently re-bid this as a non-competitive, non-exclusive, multiple-vendor bid in order to contract with as many service providers within the state in order to have access to the widest selection of products, services and coverage areas. The three contracts are with Sprint, U.S. Cellular and Cingular. The initial term is one year with four one-year renewals.

These are county-wide term and supply contracts.

cc: Bid File

**PURCHASE AGREEMENT
FOR
COMMERCIAL WIRELESS SERVICE**

THIS AGREEMENT dated the 17 day of OCTOBER 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Cingular Wireless, LLC**, herein Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Commercial Wireless Service** in compliance with all bid specifications and any addendum issued for the University of Missouri-Columbia Request for Bid number **C051904**. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the University of Missouri-Columbia Request for Bid number **C051904** shall prevail and control over the vendor's bid response.

2. **Contract Duration** - This agreement shall commence on October 15, 2004 and extend through October 14, 2005 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement any annual extensions thereof, Contractor shall have the right to terminate this agreement upon 120 days advance written notice of termination.

3. **Rates and Charges** - Contractor agrees to provide cellular telephone service in accordance with its bid response at the rates per minute and the charges specified therein during the contract period. The County reserves the right to add or delete service on an as needed basis. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

4. **Maintenance and Service** - Contractor agrees to provide County with the cellular telephone service and maintenance as specified in its bid response. Contractor agrees to make no major change in its ability to provide maintenance and service as outlined in its bid response without notifying the County of such changes and obtaining the county's prior approval.

5. **Hardware Charges** - Contractor agrees to provide cellular hardware at the rates and charges specified in the bid response. Contractor further agrees to provide the County with hardware pricing changes in a timely manner.

6. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission hardware and/or service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or
- c. If appropriations are not made available and budgeted for any calendar year or in the event funding by grant or otherwise is discontinued.

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

8. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

CINGULAR WIRELESS, LLC

BOONE COUNTY, MISSOURI

by *Dina Pleus*
title *Area Business Sales Manager*

by: Boone County Commission
Keith Schnarre
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:
[Signature]
County Counselor

ATTEST:
Wendy S. Noren
Wendy S. Noren, County Clerk

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

Term & Supply - No Encumbrance Required # 10/1/04
Signature Date Term/Supply Appropriation Account

**PURCHASE AGREEMENT
FOR
COMMERCIAL WIRELESS SERVICE**

THIS AGREEMENT dated the 17 day of OCTOBER 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **U. S. Cellular** herein Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Commercial Wireless Service** in compliance with all bid specifications and any addendum issued for the University of Missouri-Columbia Request for Bid number **C051904**. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the University of Missouri-Columbia Request for Bid number **C051904** shall prevail and control over the vendor's bid response.

2. **Contract Duration** - This agreement shall commence on October 15, 2004 and extend through October 14, 2005 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement any annual extensions thereof, Contractor shall have the right to terminate this agreement upon 120 days advance written notice of termination.

3. **Rates and Charges** - Contractor agrees to provide cellular telephone service in accordance with its bid response at the rates per minute and the charges specified therein during the contract period. The County reserves the right to add or delete service on an as needed basis. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

4. **Maintenance and Service** - Contractor agrees to provide County with the cellular telephone service and maintenance as specified in its bid response. Contractor agrees to make no major change in its ability to provide maintenance and service as outlined in its bid response without notifying the County of such changes and obtaining the county's prior approval.

5. **Hardware Charges** - Contractor agrees to provide cellular hardware at the rates and charges specified in the bid response. Contractor further agrees to provide the County with hardware pricing changes in a timely manner.

6. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission hardware and/or service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or
- c. If appropriations are not made available and budgeted for any calendar year or in the event funding by grant or otherwise is discontinued.

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

8. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

U. S. CELLULAR

*COULT
CHRISMAN*

by _____

title WBC

BOONE COUNTY, MISSOURI

by: Boone County Commission

Keith Schnarre
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

County Counselor

ATTEST:

Wendy S. Nofen
Wendy S. Nofen, County Clerk

AUDITOR CERTIFICATION

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

<i>Term & Supply - No Encumbrance Required</i>	<i>KF 10/1/04</i>	Term/Supply
Signature	Date	Appropriation Account

**PURCHASE AGREEMENT
FOR
COMMERCIAL WIRELESS SERVICE**

THIS AGREEMENT dated the 12 day of OCTOBER 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Sprint PCS** herein Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Commercial Wireless Service** in compliance with all bid specifications and any addendum issued for the University of Missouri-Columbia Request for Bid number **C051904**. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the University of Missouri-Columbia Request for Bid number **C051904** shall prevail and control over the vendor's bid response.

2. **Contract Duration** - This agreement shall commence on October 15, 2004 and extend through October 14, 2005 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement any annual extensions thereof, Contractor shall have the right to terminate this agreement upon 120 days advance written notice of termination.

3. **Rates and Charges** - Contractor agrees to provide cellular telephone service in accordance with its bid response at the rates per minute and the charges specified therein during the contract period. The County reserves the right to add or delete service on an as needed basis. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

4. **Maintenance and Service** - Contractor agrees to provide County with the cellular telephone service and maintenance as specified in its bid response. Contractor agrees to make no major change in its ability to provide maintenance and service as outlined in its bid response without notifying the County of such changes and obtaining the county's prior approval.

5. **Hardware Charges** - Contractor agrees to provide cellular hardware at the rates and charges specified in the bid response. Contractor further agrees to provide the County with hardware pricing changes in a timely manner.

6. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission hardware and/or service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or
- c. If appropriations are not made available and budgeted for any calendar year or in the event funding by grant or otherwise is discontinued.

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

8. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

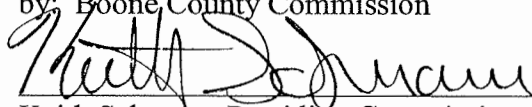
SPRINT PCS

BOONE COUNTY, MISSOURI

by _____

by: Boone County Commission

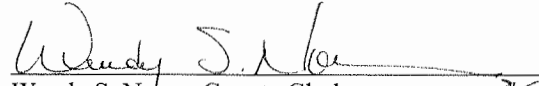
title _____


Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

County Counselor


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Signature	<u>Term & Supply - No Encumbrance Required</u>	Date	<u>10/1/09</u>	Term/Supply	_____
				Appropriation Account	_____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 04

County of Boone

In the County Commission of said county, on the

12th day of October 20 04

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision:

DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
1251-10100: Sheriff Operations – Salary/Wages	\$50,100.00	
1251-59000: Sheriff Operations – Gasoline		\$38,300.00
1251-59100: Sheriff Operations – Vehicle Repairs		\$8,800.00
1251-59105: Sheriff Operations – Tires		\$3,000.00
1255-10100: Corrections – Salary/Wages	\$42,000.00	
1255-23501: Corrections – Prescriptions Drugs		\$24,000.00
1255-23502: Corrections – Non-Prescription Drugs		\$4,000.00
1255-23035: Corrections – Maintenance Supplies		\$3,700.00
1255-59000: Corrections – Gasoline		\$7,100.00
1255-59100: Corrections – Vehicle Repairs		\$3,000.00
1255-59105: Corrections – Tires		\$200.00

Said budget revision is to cover shortages in Class 5 and Class 2 in the Sheriff's Operations budget and Corrections budget.

Done this 12th day of October, 2004.

REQUEST FOR BUDGET REVISION

BOONE COUNTY, MISSOURI

09-29-04

EFFECTIVE DATE

FOR AUDITORS USE

427-2004

BOONE COUNTY AUDITOR

Department				Account				Department Name	Account Name	(Use whole \$ amounts)		
										Transfer From	Transfer To	
										Decrease	Increase	
1	2	5	1	1	0	1	0	0	SHERIFFS OPERAT	SALARY/WAGES	50100.00	
1	2	5	1	5	9	0	0	0	"	GASOLINE		38300.00
1	2	5	1	5	9	1	0	0	"	VEHICLE REPAIRS		8800.00
1	2	5	1	5	9	1	0	5	"	TIRES		3000.00
1	2	5	5	1	0	1	0	0	CORRECTIONS	SALARY/WAGES	42000.00	
1	2	5	5	2	3	5	0	1	"	PREC DRUGS		24000.00
1	2	5	5	2	3	5	0	2	"	NON PREC DRUGS		4000.00
1	2	5	5	2	3	0	3	5	"	MAINT SUPPLIES		3700.00
1	2	5	5	5	9	0	0	0	"	GASOLINE		7100.00
1	2	5	5	5	9	1	0	0	"	VEH REPAIRS		3000.00
1	2	5	5	5	9	1	0	5	"	TIRES		200.00

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): TO COVER SHORTAGES IN CLASS 5, DUE TO THE RISE IN GAS PRICES, SEVERAL COSTLY VEHICLE REPAIRS, AND TIRES. MONEY TO BE TAKEN FROM SAVINGS IN POSITIONS.

Cover shortages in classes 2 and 5.

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES NO
 If not, please explain (use an attachment if necessary): DUE TO UNPAID 2003/2004 HOSPITAL BILLS, WE MAY NEED TO DO ANOTHER BUDGET REVISION.



Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- Unencumbered funds are available for this budget revision.
- Comments:



Auditor's Office



PRESIDING COMMISSIONER



DISTRICT I COMMISSIONER



DISTRICT II COMMISSIONER

**BOONE COUNTY SHERIFF'S DEPARTMENT
INTER-OFFICE MEMORANDUM**

DATE: September 27, 2004
TO: June Pitchford/Karen Frederick
FROM: Capt. Beverly Braun/Leasa Quick
SUBJECT: Account 1251 and Account 1255

We are attaching an excel spreadsheet showing what we anticipate will be the ending balance in our accounts.

We are already over in Class 5 in both 1251 and 1255. We have savings in positions in both accounts. We will have some other overages and some other savings which you can see from our spreadsheets.

Please let us know how you would want us to cover the overage. Thanks.

2004 PROJECTIONS			
OPERATIONS	1251		
		" + "	" - "
Class 1 - Savings in Positions	\$62,936.75		
Class 1 - 10110 Overtime		\$12,911.80	
Class 1 - 10115 Holiday		\$4,589.88	
Class 2 - 23001 printing	\$424.08		
Class 2 - 23020 Microfilm	\$1,199.82		
Class 2 - 23040 N.Watch	\$945.00		
Class 2 - Unif. Maint		\$358.45	
Class 2 - Reserve Supplies	\$1,400.00		
Class 3 - Training	\$735.00		
Class 4 - Telephone	\$262.74		
Class 4 - Cellular Telephone	\$693.07		
Class 4 - Natural Gas	\$122.83		
Class 4 - Electricity		\$1,396.15	
Class 4 - Water		\$289.49	
Class 4 - Solid Waste	\$16.00		
Class 5 - Gasoline		\$38,277.41	
Class 5 - Veh. Repairs		\$8,763.48	
Class 5 - Tires		\$3,016.90	
Class 6 - Eq. Contracts		\$132.56	
Class 6 - Eq. Repairs	\$5,470.87		
Class 6 - Installs		\$864.47	
Class 7 - Outside Services	\$1,392.00		
Class 7 - Eq. Leases		\$261.23	
Class 8 - Other medical	\$600.00		
Class 8 - Testing	\$1,426.75		
Class 9 -	\$2,154.00		Balance Available
	\$77,624.91	\$70,861.82	\$6,763.09
NOTE - IF THE ACCOUNT IS NOT LISTED, IT WILL BE A "0"			
NOTE: I projected the account status to be a + or a - at the end of 2004			
NOTE: I projected the savings in positions up to the 9/10/04 payroll			

2004 PROJECTIONS			
CORRECTIONS	1255		
		"+"	" - "
Class 1 - Savings in Positions	\$55,333.20		
Class 1 - 10110 Overtime	\$19,383.42		
Class 1 - 10115 Holiday			\$3,228.93
Class 2 - 23020 Microfilm	\$500.00		
Class 2 - 23027 Incentive Work	\$400.00		
Class 2 - 23035 Maint. Supplies			\$5,353.44
Class 2 - 23300 Uniforms	\$485.46		
Class 2 - 23305 Uniform Maint	\$288.28		
Class 2 - 23501 Prescription Drugs			\$23,928.54
Class 2 - 23502 Non Pres. Drugs			\$3,991.92
Class 3 - 37200 Sem/conf.	\$2,200.00		
Class 3 - 37210 Training			\$1,704.00
Class 3 - 37220 Travel			\$893.00
Class 3 - Meals/Lodging	\$357.25		
Class 4 - Telephone			\$751.39
Class 4 - Cellular Telephone	\$902.86		
Class 4 - Natural Gas	\$537.28		
Class 4 - Electricity	\$1,574.36		
Class 4 - Water	\$213.23		
Class 4 - Solid Waste	\$84.00		
Class 5 - Gasoline			\$7,083.02
Class 5 - Veh. Repairs			\$2,907.87
Class 5 - Tires			\$359.37
Class 6 - Eq. Contracts			
Class 6 - Eq. Repairs	\$3,196.29		
Class 6 - Installs			
Class 7 - Outside Services			\$45.00
Class 7 - Eq. Leases	\$132.61		
Class 8 - Extradition Exp.			\$4,669.22
Class 8 - Instate transport	\$215.17		
Class 8 - Hospital Costs			0
Class 8 - Other medical			\$33,331.97
Class 8 - Testing	\$4,844.18		
Class 9	\$632.00		
	\$91,279.59		
		\$88,247.67	
			Balance Available
			\$3,031.92
NOTE - IF THE ACCOUNT IS NOT LISTED, IT WILL BE A "0"			
NOTE: I projected the account status to be a + or a - at the end of 2004			
NOTE: I projected the savings in positions up to the 9/10/04 payroll			
NOTE: HOSPITAL ACCOUNT DOES NOT REFLECT ACCURATELY DUE TO 2003 AND 2004 OUTSTANDIN			
UNIVERSITY OF MISSOURI HOSPITAL AND PHYSICIAN BILLS			

From: June Pitchford
To: Beverly Braun; Leasa Quick
Date: 9/29/04 3:28PM
Subject: Anticipated shortages in 1251 and 1255 FY 2004

Beverly and Leasa-

Thanks for the spreadsheet information. You inquired about my recommendation for proceeding--

Based on your projected spending/savings in the various accounts combined with the impact of any spending reductions, etc.. that you may be considering, I recommend that you prepare a budget revision for each 1251 and 1255, moving the funds around as needed. As soon as it is approved by the Commission, we will process any transactions that are on hold.

Thanks,
June

CC: Karen Frederick

9/30/2004

FY 2004
Budget Amendments/Revisions
Sheriff (1251)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification
1	3/18/2004	91100	Furniture & Fixtures		450	additional funds to purchase desk
		92400	Replacement Auto/Trucks		616	
		92400	Replacement Furniture & Fixtures	1,066		
2	9/30/2004	1251-10100	Sheriff: Salary & Wages		50,100	Cover shortages in classes 2 & 5
		1251-59000	Sheriff: Gasoline	38,300		
		1251-59100	Sheriff: Vehicle Repairs	8,800		
		1251-59105	Sheriff: Tires	3,000		
		1255-10100	Corrections: Salary & Wages		42,000	
		1255-23501	Corrections: Prescription Drugs	24,000		
		1255-23502	Corrections: Non-Prescription Medical Supplies	4,000		
		1255-23035	Corrections: Maintenance Supplies	3,700		
		1255-59000	Corrections: Gasoline	7,100		
		1255-59100	Corrections: Vehicle Repairs	3,000		
1255-59105	Corrections: Tires	200				

9/30/2004

FY 2004
Budget Amendments/Revisions
Corrections (1255)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	3/8/2004	3528	Reimb personnel/projects	51,214		Establish budget for new full-time nurse to be reimb by Boone Hosp	
		10100	Salary & Wages	35,486			
		10110	Overtime	3,992			
		10115	Shift Differential	659			
		10120	Holiday Worked	1,552			
		10200	FICA	3,189			
		10300	Health Insurance	3,186			
		10325	Disability Insurance	192			
		10350	Life Insurance	31			
		10375	Dental Insurance	249			
		10400	Workers Comp	1,668			
		10500	401A Match Plan	550			
		48050	Cellular Telephones	460			
2	3/8/2004	1123-86850	Emergency: Contingency		2,572	Pos #599 RN (part-time) - Additional 2 hrs/week	
		10100	Salary & Wages	1,876			
		10115	Shift Differential	8			
		10120	Holiday Worked	410			
		10200	FICA	175			
		10325	Disability Insurance	11			
		10400	Workers Comp	92			
3	3/8/2004	92400	Replacement Auto/Trucks		530	Purchase digital camera - REQUEST WITHDRAWN BY SHERIFFS DEPT	
		91300	Machinery & Equipment	530			
4	4/21/2004	1123-86800	Emergency		1,383	Inmate bus transmission repair	NOT RECOMMENDED BY AUDITOR
		1255-59100	Vehicle Repairs	1,383			
5	5/10/2004	92400	Replacement Auto/Trucks		330	Purchase washing machine	
		92300	Replacement Machinery & Equip	330			
6	7/12/2004	1123-86850	Contingency		8,475	Corrections medical equipment	
		1255-91300	Machinery & Equipment	8,475			
7	9/30/2004	1251-10100	Sheriff: Salary & Wages		50,100	Cover shortages in classes 2 & 5	
		1251-59000	Sheriff: Gasoline	38,300			
		1251-59100	Sheriff: Vehicle Repairs	8,800			
		1251-59105	Sheriff: Tires	3,000			
		1255-10100	Corrections: Salary & Wages		42,000		
		1255-23501	Corrections: Prescription Drugs	24,000			
		1255-23502	Corrections: Non-Prescription Medical Supplies	4,000			
		1255-23035	Corrections: Maintenance Supplies	3,700			
		1255-59000	Corrections: Gasoline	7,100			
		1255-59100	Corrections: Vehicle Repairs	3,000			
		1255-59105	Corrections: Tires	200			

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

October Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the 12th day of October 20 04

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

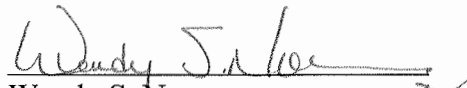
Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the following Grant Awards with the Missouri Department of Transportation Highway Safety Division:

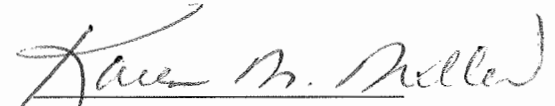
- Hazardous Moving Violations Grant in the amount of \$10,068.48
- DWI Enforcement Grant in the amount of \$7,708.68

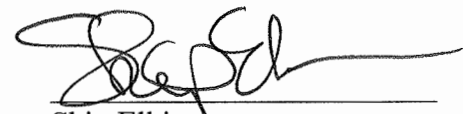
Done this 12th day of October, 2004.

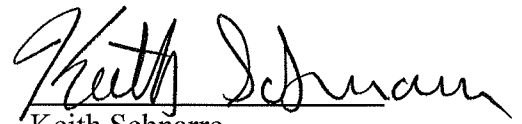

 Keith Schnarre
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission

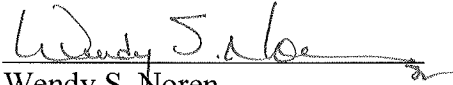

 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

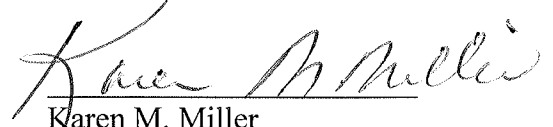


Keith Schnarre
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

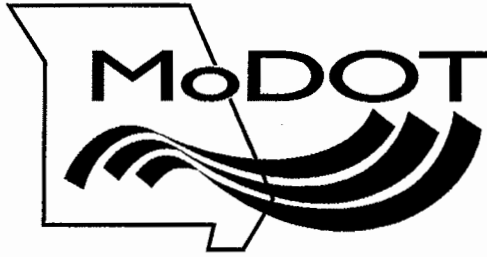


Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Missouri
Department
of Transportation



Pete K. Rahn, Director

Highway Safety Division
1719 Southridge Drive
P. O. Box 104808
Jefferson City, MO 65110
(573) 751-4161 or
(800) 800-BELT
Fax (573) 634-5977
www.modot.mo.gov

September 29, 2004

Sheriff Ted Boehm
Boone County Sheriff's Department
2121 County Drive
Columbia, MO 65202

Dear Sheriff Boehm:

Enclosed is a contract between the Highway Safety Division and the Boone County Sheriff's Department for a Hazardous Moving Violations project.

The project is approved for 2005 funding in the amount of \$10,068.48 for the period October 1, 2004 through September 30, 2005. Congress, however, has not passed a reauthorization bill so we are operating on a very limited budget. Funding for this project currently is **limited to \$5,034.24 for reimbursement**. When we receive full funding from the federal government, your contract will be revised to show the full (12-month) contract amount.

Please review this contract carefully for any discrepancies or questions. If acceptable, have the appropriate individuals sign the Contract Cover Page and have the Project Director **initial at the bottom of each page** to indicate that he/she has reviewed the contract. After signing, please return all pages of the contract to the Highway Safety Division.

This contract does not become effective until the Highway Safety Director has approved and signed it. No costs can be incurred by your agency prior to the Director's approval. Once the Director approves the contract, a fully executed copy will be returned to your agency.

If you have any questions concerning the project activity or reimbursement procedures, please contact Mike Breckle, Operations Specialist, or Lisa Baker, Intermediate Business Specialist, at 1-800-800-2358. We look forward to working with you and your staff.

Sincerely,

Joyce F. Shaul
Director

Enclosure

CONTRACT

Form HS-1

Cover Page

Missouri Department of Transportation
HIGHWAY SAFETY DIVISION
P.O. Box 104808
Jefferson City, MO 65110-4808

Phone : 573-751-4161
1-800-800-BELT

Fax : 573-634-5977

Name of Grantee
Boone County Sheriff's Dept.

Grantee County
Boone

Grantee Address
2121 County Dr.
Columbia, MO 65202

Telephone
(573) 875-1111

Fax
(573) 874-8953

Project Title: Hazardous Moving Viol
Project Number: 05-PT-02-26
Program Area: 02 - Police Traffic Services
Funding Code: 402


Type of Project: Initial
Started: October 01, 2004

Federal Funds Benefiting
State: \$0.00
Local: \$10,068.48
Total: \$10,068.48

Source of Funds
Federal: \$10,068.48
State: \$0.00
Local: \$0.00
Total: \$10,068.48

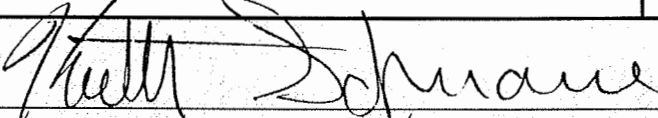
Contract Period
Effective: October 01, 2004
Through: September 30, 2005

Posted to Obligation Control



HS USE ONLY

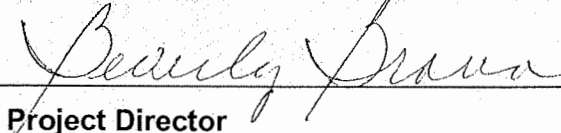
Prepared by
Mike Breckle



Authorizing Official

12 OCTOBER 2004

Date



Project Director

10-6-04

Date

Highway Safety Director

Effective Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$5,034.24**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

CONTRACT CONDITIONS – PAGE 2**IN ORDER TO RECEIVE FEDERAL FUNDING, THE GRANTEE/ CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.**

- I. **RELATIONSHIP:** The relationship of the Grantee/Contractor to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Grantee/Contractor shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC.
- II. **EQUIPMENT**
- A. **PROCUREMENT:** Grantees may use their own procurement regulations which reflect applicable state/local laws, rules & regulations provided they adhere to the following:
1. Equipment with a cost of \$3,000.00 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
 2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
 3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
 4. Grantees shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
 5. If for some reason the low bid is not acceptable, the grantee must have written approval from the MHTC prior to the purchase of other than the low bid.
 6. Grantees will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.
- B. **DISPOSITION:** The Grantee shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract.
- C. **REPLACEMENT:** No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the grantee's previous twelve months authorized strength.
- III. **FISCAL RESPONSIBILITY**
- A. **MAINTENANCE OF RECORDS:** The Grantee/Contractor agrees that Highway Safety, the National Highway Traffic Safety Administration, the Federal Highway Administration and/or any Federal audit agency with jurisdiction over this program, the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Grantee/Contractor pertaining to this contract and further agrees to maintain such books and records for three years after the date of final project disposition.
- B. **REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE:** The MHTC agrees to reimburse the Grantee/Contractor for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Grantee/Contractor, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the contracting official. **Vouchers received by the MHTC after the tenth day of each month cannot be processed until the following month. Final payment is contingent upon receipt of final voucher and AUDITS:** Grantee/Contractor will be responsible for the required supporting documentation no later than 30 days after the closing date of the contract.
- C. **FINANCIAL AND COMPLIANCE AUDIT:** The audit should be performed within two years of the final financial transaction of this contract, as required by OMB Circular A-133. Failure to furnish an acceptable audit may be basis for refunding federal funds. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection by representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.
- IV. **TERMINATION:** If, through any cause, the Grantee/Contractor shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Grantee/Contractor shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Grantee/Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Grantee/Contractor or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Grantee/Contractor or its subcontractor under the provisions of this contract. The Grantee/Contractor and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.
- V. **STATUTORY REQUIREMENTS**
- A. **COMPLIANCE:** The Grantee/Contractor agency must comply with the following Statutes or Rules:
1. *Peace Officer Standards and Training Certification (P.O.S.T.)* RSMo 590.100-590.180—DPS certification of peace officers
 2. *Statewide Traffic Analysis Reporting (STARS)* RSMo 43.250—Law enforcement agency to file accident report with MSHP
 3. *Nondiscrimination*—CFR Chapter 50—Prohibits discrimination on the basis of race, color, religion, sex or national origin including DBE and Segregated Facilities (meets or exceeds federal requirement on page 2)
 4. *Uniform Crime Reporting* RSMo 43.505—Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS
 5. *Racial Profiling* RSMo 590.650—Law enforcement agency to file a report to the Attorney General each calendar year
- B. **ENACTMENT AND ENFORCEMENT:** Agencies are encouraged to adopt, if possible, local ordinances as follows:
1. *Model Traffic Ordinance*—RSMo 300.00—Rules governing traffic administration and regulation
 2. *Child Restraints*—RSMo 210.104—Passenger restraint system required for children under four (Primary Offense)
 3. *Seat Belts*—RSMo 307.178—Seat belts required for passenger cars (modifications to state statute in 1997)
 4. *Open Container*—A model ordinance prohibiting the possession of an open container of alcoholic beverages in a motor vehicle.
- VI. **PRODUCTION & DEVELOPMENT COSTS:** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. Any items produced with federal funds, in whole or in part, must state that the Missouri Department of Transportation, MHTC provided funding and this recognition must be clearly printed on the item. Examples may include, but are not limited to print materials; incentive items; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval, prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as deemed appropriate.

BB

CONTRACT CONDITIONS – PAGE 3

- VII. INDEMNIFICATION:** The Grantee shall be responsible for injury or damages as a result of any services and/or goods rendered by or through the Grantee under the terms and conditions of this Agreement. In addition to the liability imposed upon the Grantee on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Grantee's performance under this Agreement, the Grantee assumes the obligation to save harmless the MHTC, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees. The Grantee also agrees to hold harmless the MHTC, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Grantee for any purpose under this Agreement, and to indemnify the MHTC, including its agents, employees and assign, from every expense, liability or payment arising out of such wrongful or negligent act or omission.
- VIII. AMENDMENTS:** Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Grantee and the MHTC.
- IX. COMMISSION (MHTC) REPRESENTATIVE:** The Commission's Director of the Highway Safety Division is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.
- X. ASSIGNMENT:** The Grantee shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.
- XI. LAW OF MISSOURI TO GOVERN:** This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall comply with all local, state and federal laws. The Grantee shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
- XII. VENUE:** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.
- XIII. SECTION HEADINGS:** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- XIV. SOLE BENEFICIARY:** This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Grantee.
- recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor agrees to post, in conspicuous places available to all employees and applicants for employment, the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The contractor will send to each labor union representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Missouri Department of Transportation, MHTC advising the said labor union or workers' representative of the contractor's commitments under this nondiscrimination provision.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Highway Administration, National Highway Traffic Safety Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the provisions of this nondiscrimination provision in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Missouri Department of Transportation, MHTC or the Federal Highway Administration and National Highway Traffic Safety Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Administration, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

DBE REQUIREMENTS

All recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Department of Transportation assisted contracts. If, as a condition of assistance, the MHTC has submitted and the Department has approved a minority business enterprise affirmative action program, which the MHTC agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR Part 26, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the recipient to obtain future Department of Transportation financial assistance.

NONSEGREGATED FACILITIES

(Applicable to contracts over \$10,000) All grantees/contractors and their subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

The Missouri Highways and Transportation Commission (contractor) hereby agrees that it will incorporate into any contract, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee (exceeding \$10,000) the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer,

BB

CONTRACT CONDITIONS – PAGE 4**TRAINING CONTRACTS**

Agencies offering the MHTC-funded courses are to adhere to the following standard elements required for training contracts.

- 1) A **course schedule** must be presented to the MHTC project coordinator **at least 30 days prior** to the proposed training. The schedule should include: Title of Course; Date(s); Time; Exact Location; and Agenda or Syllabus. Any **changes** to the course schedule **must have prior approval** from the MHTC.
- 2) Evaluation will be a 2-step process to include:
 - 1) **Student Evaluation** of the training
 - a. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation, training facility/location; and worth of the training.
 - b. The evaluation form must be developed by the grantee and approved by the MHTC prior to use.
 - 2) **Instructor evaluation** of the students' comprehension and understanding of the material presented.
- 3) The grantee must provide a **sign-up sheet** for every class—a **typed list** of everyone who registered is **not acceptable**. The sign-up sheet must capture the following information:
 - Title of the Class
 - Date(s) and Location of Class
 - Name of Attendees
 - Business address, telephone number and/or email address of each attendee
- 4) Every effort should be made to enroll a minimum of fifteen (15) students per class.
- 5) Copies of the Student Evaluations, Instructor Evaluations, Number of Students Enrolled/Number of Students Attending, and Participant Sign-up Sheets must be submitted to MHTC not later than 30 days after the training has been conducted.

FOLLOWING CONDITIONS APPLY TO LAW ENFORCEMENT AGENCIES ONLY:**PROBLEM IDENTIFICATION**

Agency must develop a selected traffic enforcement plan by evaluating crash data. This will be done on a quarterly, monthly or weekly basis to determine the top ten (10) high traffic crash locations, to include: day of week, time of day, and causation factors. Using this plan, agency will conduct enforcement targeting offenders committing hazardous moving violations to include DWI checkpoint enforcement (emphasis will also be placed on occupant restraint enforcement).

PROJECT ACTIVITIES

Enforcement activities by the agency must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.

Officers will be permitted and encouraged to issue multiple citations and/or written warnings to drivers who have committed several violations.

Agency will report monthly to MHTC using the *Grant Enforcement Activities Monthly Report Form*.

PARTNERSHIPS

Agency is strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the general meetings and annual conference. **Agencies located within the metropolitan areas of St. Louis or Kansas City must participate in Operation Impact.**

ALLOWABLE COSTS

Agency **CANNOT BE REIMBURSED FOR PART-TIME OR RESERVE OFFICERS**. Only full-time, permanent officers are eligible to participate in overtime enforcement projects. Overtime reimbursement rates:

Patrol—to be calculated at 1.5 times the officer's actual rate of pay;
Supervisors—to be calculated at 1.5 times the actual rate of pay not to exceed 1.5 times the rate of the highest-level sergeant or lieutenant (equivalent supervisor)

Exceptions may be made with prior written permission of the MHTC.

DRUNK DRIVING ENFORCEMENT PROJECTS

All DWI cases must be filed in state court if a municipality has a non-attorney judge. Any offender arrested with a prior alcohol-related conviction must also be filed in state court for enhancement purposes. All officers working alcohol enforcement details must have 16-20 hours of SFST training.

SOBRIETY CHECKPOINTS

The MHTC will fund enforcement agencies, on an overtime basis, to conduct MHTC sobriety checkpoints in accordance with standards developed for this purpose. Funding eligibility and conditions are herein set forth along with allowable costs for reimbursement. Enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest to enhance the actual risk of arrest.

- 1) Enforcement time at a minimum will be at least one night per month with a minimum of five checkpoints per contract period. Sobriety checkpoints should be operated within the hours of 10:00 p.m. to 3:00 a.m.; however, hours may be flexible upon request of agency and approval by MHTC project coordinator.
- 2) Advise the MHTC project coordinator, in advance, of enforcement date changes made to the original proposal.
- 3) If not already provided, roadways selected for sobriety checkpoints must be submitted to MHTC. Actual enforcement locations will be left to the discretion of local authorities based upon their judgment.
- 4) Activity Reports and Supervisory Logs must be submitted with reimbursement vouchers. Failure to comply may result in nonpayment for the enforcement period.
- 5) Enforcement activity should be on a Friday or Saturday night or holidays. Other nights may be approved in advance by the MHTC project coordinator based upon special events or activities, or as stated in goals and objectives of this contract.
- 6) Publicity surrounding a checkpoint provides the greatest deterrent. A news release the week prior to the event and a follow-up the week after is required. A spokesperson should be designated to explain procedures to media or others attending the checkpoint.
- 7) If the agency has an in-car video camera, it should be used at all sobriety checkpoints to videotape the sobriety checkpoint setup, its operation, and all subjects given the field sobriety tests. Tapes shall be used as evidence in court proceedings.

PROBLEM IDENTIFICATION

The number of traffic crashes have been reduced over the course of the Operation Slow Down program. Two causes of traffic crashes in Boone County are speed and alcohol related incidents. Speed / hazardous moving incidents are the number one contributing circumstances for county wide traffic crashes. A total of 146 crashes were recorded in Boone County, 48 were speed related and 25 were alcohol related. The 48 speed related crashes, 0 were fatalities, and 8 were injury crashes. The roadways where most of the injury crashes occurred were Creasy Springs Road, Brown School Road, New Haven Road, Obermiller Road, Old Plank Road, Rangeline Road, Prathersville Road and St. Charles Road. The above roadways are ones used by county residents as well as Columbia residents to by-pass the main arteries inside the Columbia City limits. Almost half of the traffic crashes in Boone County occur between the hours of 2 pm and 8 pm (74 of the 146). This time frame includes schools dismissing for the day, the 7-3 shift workers ending their work day, the 3-11 shift workers going to work and the regular 8-5 workers going home. The above roadways are also ones that the Department receives a large number of the traffic complaints from residents living in the areas. Within the last four years the Boone County Sheriff's Department took over working all crashes that occur on county maintained roadways, prior to this the Missouri State Highway Patrol worked the injury and fatality crashes. Operation Slow Down also gives Departmental personnel the opportunity to be in the areas where complaints are occurring and enables them to conduct some public relations within established subdivisions

bb

**LAW ENFORCEMENT STATISTICAL DATA
PROBLEM IDENTIFICATION**

Enforcement Location(s) including average daily traffic counts for each location:

Creasy Springs Road (@ 4200 vehicles daily), Old Plank Road (@ 498 vehicles daily), Obermiller Road (@ 1026 vehicles daily), St. Charles Road (@4400 vehicles daily), Rangeline Road (@ 700 vehicles daily), Prathersville Road (@ 9200 vehicles daily), New Haven Road (@ 980 vehicles daily) and Richland Road (@ 710 vehicles daily)

Traffic Crash Data relative to the enforcement activity identified above:

Note: The total columns for Time of Day, Day of Week, and Month of Year should all be the same.

Time of Day

12 am to 2 am	2 am to 4 am	4 am to 6 am	6 am to 8 am	8am to 10am	10am to 12pm	12pm to 2 pm	2 pm to 4 pm	4 pm to 6 pm	6 pm to 8 pm	8 pm to 10pm	10pm to 12am	Unk	Total
8	3	2	21	7	6	9	28	28	18	8	8		146

Day of Week

Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Unk	Total
18	20	26	25	39	10	8		146

Month of Year

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
15	16	6	9	16	13	11	11	21	10	12	6	146

Baseline Arrest Data relative to the enforcement activity identified above (if available and pertinent to goals):

ABOVE STATISTICS ARE FOR ALL COUNTY CRASHES NOT JUST FOR THE ROADS ABOVE

bb

LAW ENFORCEMENT PROJECT DESCRIPTION

GOALS: (Goals must be set for each activity and must be measurable)

- Increase arrests related to these offenses by 5 % over baseline data
- Decrease crashes related to these offenses by 5 % over baseline data
- Increase seat belt use rate from current rate of % to %
- Other

OBJECTIVES:

1. Targeted Population (i.e., speeders, aggressive drivers, young drivers):
Aggressive Drivers, Speeders and Impaired Drivers
2. Enforcement Location(s):
Boone county maintained roadways.
3. Number of Officers assigned to each enforcement period:
4
4. Times of enforcement periods:
1600 - 1200
5. Duration of each enforcement period:
32 Hours
6. Number of enforcement periods per month:
2
7. Days of week selected for enforcement periods:
Monday - Friday
8. Months (or special event) selected for enforcement periods:
All
9. Equipment, promotional, or supply items requested for this project:

hb

LAW ENFORCEMENT PROJECT DESCRIPTION

PROJECT NARRATIVE:

The program is called Operation Slow Down. Four Deputies are assigned to areas where complaints are received and accidents are occurring. These Deputies work for a four-hour period in the specified areas doing nothing except enforcing the traffic laws. The days of the enforcement activities will vary but the time will remain between the hours of 4 pm and 8 pm. The Deputies will center their enforcement activities on speeders, aggressive drivers and drivers committing hazardous moving violations. Two enforcement periods will occur each month for a total of 32 man-hours.

bb

EVALUATION

The project coordinator will compare the final results with the results from prior program years.

In addition to the agency evaluation, the Missouri Highways and Transportation Commission (MHTC) will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. **Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)**
2. **Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)**
3. **Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required**
4. **Timely submission of the Year End Report of activity (due within 30 days after contract completion date)**
5. **Attaining the Goals set forth in this contract***
6. **Accomplishing the Objectives* established to meet the project Goals, such as:**
 - **Enforcement activities (planned activities compared with actual activities)**
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation equipment use and frequency of use)
 - Public awareness activities (media releases, promotional events, incentive items or educational materials produced or purchased)
 - **Other (any other information or material that supports the Objectives)**

Evaluation results will be used to determine:

- **The success of this type of activity in general and this particular project specifically;**
- **Whether similar activities should be supported in the future; and**
- **Whether grantee will receive funding for future projects.**

***Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.**

bb

PROJECT BUDGET

Project #: 05-PT-02-26
Project Title: Hazardous Moving Viol
Grantee: Boone County Sheriff's Dept.

Budget Line Item Detail (i.e. Overtime Hours, Radar Units)	Quantity	Unit Cost	Total Per Line Item	Matching Funds	Federal Funds Obligated
HMV Overtime	384	\$26.22	\$10,068.48	\$0.00	\$10,068.48

Budget Page Continued on Next Page

hb

SCHEDULE C – PROJECT BUDGET - **CONTINUED**

Budget Line Item Detail (i.e. Overtime Hours, Radar Units)	Quantity	Unit Cost	Total Per Line Item	Matching Funds	Federal Funds Obligated
TOTAL			\$10,068.48	\$0.00	\$10,068.48

Final payment is contingent upon receipt of final voucher and supporting documentation no later than thirty (30) days after the closing date of the contract.

Project Period: October 01, 2004
Through September 30, 2005

OBLIGATION DOCUMENT

Funds are hereby obligated to this project in the amount of
\$5,034.24

_____ **BY** _____ **DATE** _____

Handwritten initials

Missouri
Department
of Transportation



Pete K. Rahn, Director

Highway Safety Division
1719 Southridge Drive
P. O. Box 104808
Jefferson City, MO 65110
(573) 751-4161 or
(800) 800-BELT
Fax (573) 634-5977
www.modot.mo.gov

September 28, 2004

Sheriff Ted Boehm
Boone County Sheriff's Dept.
2121 County Dr.
Columbia, MO 65202

Dear Sheriff Boehm:

Enclosed is a contract between the Highway Safety Division and the Boone County Sheriff's Department for a DWI Enforcement project.


The project obligates \$7,708.68 in federal funds for the period October 1, 2004, through September 30, 2005. All expenditures should be claimed against project #05-J7-03-17.

Please review this contract carefully for any discrepancies or questions. If acceptable, have the appropriate individuals sign the Contract Cover Page and have the Project Director **initial at the bottom of each page** to indicate that he/she has reviewed the contract. After signing, please return all pages of the contract to the Highway Safety Division.

This contract does not become effective until the Highway Safety Director has approved and signed it. No costs can be incurred by your agency prior to the Director's approval. Once the Director approves the contract, a fully executed copy will be returned to your agency.

If you have any questions concerning the project activity or reimbursement procedures, please contact Mike Breckle, Operations Specialist, or Lisa Baker, Claims Auditor, at 1-800-800-BELT. We look forward to working with you and your staff.

Sincerely,


Joyce F. Shaul
Director

Enclosure

CONTRACT

Form HS-1

Cover Page

Missouri Department of Transportation
HIGHWAY SAFETY DIVISION
P.O. Box 104808
Jefferson City, MO 65110-4808

Phone : 573-751-4161
1-800-800-BELT

Fax : 573-634-5977

Name of Grantee
Boone County Sheriff's Dept.

Grantee County
Boone

Grantee Address
2121 County Dr.
Columbia, MO 65202

Telephone
(573) 875-1111

Fax
(573) 874-8953

Project Title: DWI Enforcement
Project Number: 05-J7-03-17
Program Area: 03 - Alcohol
Funding Code: 410

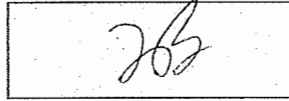
Type of Project: Initial
Started: October 01, 2004

Federal Funds Benefiting
State: \$0.00
Local: \$7,708.68
Total: \$7,708.68

Source of Funds
Federal: \$7,708.68
State: \$0.00
Local: \$0.00
Total: \$7,708.68

Contract Period
Effective: October 01, 2004
Through: September 30, 2005

Posted to Obligation Control



HS USE ONLY

Prepared by
Mike Breckle

Keith Schuman

12 OCTOBER 2004

Authorizing Official

Date

Bevly Brown

10-6-04

Project Director

Date

Highway Safety Director

Effective Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$7,708.68**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

66

CONTRACT CONDITIONS – PAGE 2**IN ORDER TO RECEIVE FEDERAL FUNDING, THE GRANTEE/ CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.**

- I. **RELATIONSHIP:** The relationship of the Grantee/Contractor to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Grantee/Contractor shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC.
- II. **EQUIPMENT**
- A. **PROCUREMENT:** Grantees may use their own procurement regulations which reflect applicable state/local laws, rules & regulations provided they adhere to the following:
1. Equipment with a cost of \$3,000.00 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
 2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
 3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
 4. Grantees shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
 5. If for some reason the low bid is not acceptable, the grantee must have written approval from the MHTC prior to the purchase of other than the low bid.
 6. Grantees will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.
- B. **DISPOSITION:** The Grantee shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract.
- C. **REPLACEMENT:** No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the grantee's previous twelve months authorized strength.
- III. **FISCAL RESPONSIBILITY**
- A. **MAINTENANCE OF RECORDS:** The Grantee/Contractor agrees that Highway Safety, the National Highway Traffic Safety Administration, the Federal Highway Administration and/or any Federal audit agency with jurisdiction over this program, the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Grantee/Contractor pertaining to this contract and further agrees to maintain such books and records for three years after the date of final project disposition.
- B. **REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE:** The MHTC agrees to reimburse the Grantee/Contractor for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Grantee/Contractor, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the contracting official. **Vouchers received by the MHTC after the tenth day of each month cannot be processed until the following month. Final payment is contingent upon receipt of final voucher and AUDITS:** Grantee/Contractor will be responsible for the required supporting documentation no later than 30 days after the closing date of the contract.
- C. **FINANCIAL AND COMPLIANCE AUDIT:** The audit should be performed within two years of the final financial transaction of this contract, as required by OMB Circular A-133. Failure to furnish an acceptable audit may be basis for refunding federal funds. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection by representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.
- IV. **TERMINATION:** If, through any cause, the Grantee/Contractor shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Grantee/Contractor shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Grantee/Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Grantee/Contractor or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Grantee/Contractor or its subcontractor under the provisions of this contract. The Grantee/Contractor and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.
- V. **STATUTORY REQUIREMENTS**
- A. **COMPLIANCE:** The Grantee/Contractor agency must comply with the following Statutes or Rules:
1. *Peace Officer Standards and Training Certification (P.O.S.T.)* RSMo 590.100-590.180—DPS certification of peace officers
 2. *Statewide Traffic Analysis Reporting (STARS)* RSMo 43.250—Law enforcement agency to file accident report with MSHP
 3. *Nondiscrimination*—CFR Chapter 50—Prohibits discrimination on the basis of race, color, religion, sex or national origin including DBE and Segregated Facilities (meets or exceeds federal requirement on page 2)
 4. *Uniform Crime Reporting* RSMo 43.505—Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS
 5. *Racial Profiling* RSMo 590.650—Law enforcement agency to file a report to the Attorney General each calendar year
- B. **ENACTMENT AND ENFORCEMENT:** Agencies are encouraged to adopt, if possible, local ordinances as follows:
1. *Model Traffic Ordinance*—RSMo 300.00—Rules governing traffic administration and regulation
 2. *Child Restraints*—RSMo 210.104—Passenger restraint system required for children under four (Primary Offense)
 3. *Seat Belts*—RSMo 307.178—Seat belts required for passenger cars (modifications to state statute in 1997)
 4. *Open Container*—A model ordinance prohibiting the possession of an open container of alcoholic beverages in a motor vehicle.
- VI. **PRODUCTION & DEVELOPMENT COSTS:** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. Any items produced with federal funds, in whole or in part, must state that the Missouri Department of Transportation, MHTC provided funding and this recognition must be clearly printed on the item. Examples may include, but are not limited to print materials; incentive items; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval, prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as deemed appropriate.

AB

CONTRACT CONDITIONS – PAGE 3

- VII. **INDEMNIFICATION:** The Grantee shall be responsible for injury or damages as a result of any services and/or goods rendered by or through the Grantee under the terms and conditions of this Agreement. In addition to the liability imposed upon the Grantee on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Grantee's performance under this Agreement, the Grantee assumes the obligation to save harmless the MHTC, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees. The Grantee also agrees to hold harmless the MHTC, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Grantee for any purpose under this Agreement, and to indemnify the MHTC, including its agents, employees and assign, from every expense, liability or payment arising out of such wrongful or negligent act or omission.
- VIII. **AMENDMENTS:** Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Grantee and the MHTC.
- IX. **COMMISSION (MHTC) REPRESENTATIVE:** The Commission's Director of the Highway Safety Division is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.
- X. **ASSIGNMENT:** The Grantee shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.
- XI. **LAW OF MISSOURI TO GOVERN:** This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall comply with all local, state and federal laws. The Grantee shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
- XII. **VENUE:** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.
- XIII. **SECTION HEADINGS:** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- XIV. **SOLE BENEFICIARY:** This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Grantee.
- recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor agrees to post, in conspicuous places available to all employees and applicants for employment, the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The contractor will send to each labor union representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Missouri Department of Transportation, MHTC advising the said labor union or workers' representative of the contractor's commitments under this nondiscrimination provision.
- d. The contractor will comply will all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Highway Administration, National Highway Traffic Safety Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the provisions of this nondiscrimination provision in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Missouri Department of Transportation, MHTC or the Federal Highway Administration and National Highway Traffic Safety Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Administration, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

DBE REQUIREMENTS

All recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Department of Transportation assisted contracts. If, as a condition of assistance, the MHTC has submitted and the Department has approved a minority business enterprise affirmative action program, which the MHTC agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR Part 26, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the recipient to obtain future Department of Transportation financial assistance.

NONSEGREGATED FACILITIES

(Applicable to contracts over \$10,000) All grantees/contractors and their subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

The Missouri Highways and Transportation Commission (contractor) hereby agrees that it will incorporate into any contract, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee (exceeding \$10,000) the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer,

hb

CONTRACT CONDITIONS – PAGE 4**TRAINING CONTRACTS**

Agencies offering the MHTC-funded courses are to adhere to the following standard elements required for training contracts.

- 1) A **course schedule** must be presented to the MHTC program coordinator at **least 30 days prior** to the proposed training. The scheduled should include: Title of Course; Date(s); Time; Exact Location; and Agenda or Syllabus. Any **changes** to the course schedule **must have prior approval** from the MHTC.
- 2) Evaluation will be a 2-step process to include:
 - I) **Student Evaluation** of the training
 - a. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation, training facility/location; and worth of the training.
 - b. The evaluation form must be developed by the grantee and approved by the MHTC prior to use.
 - II) **Instructor evaluation** of the students' comprehension and understanding of the material presented.
- 3) The grantee must provide a **sign-up sheet** for every class—a **typed list** of everyone who registered is **not acceptable**. The sign-up sheet must capture the following information:
 - Title of the Class
 - Date(s) and Location of Class
 - Name of Attendees
 - Business address, telephone number and/or email address of each attendee
- 4) Every effort should be made to enroll a minimum of fifteen (15) students per class.
- 5) Copies of the Student Evaluations, Instructor Evaluations, Number of Students Enrolled/Number of Students Attending, and Participant Sign-up Sheets must be submitted to MHTC not later than 30 days after the training has been conducted.

FOLLOWING CONDITIONS APPLY TO LAW ENFORCEMENT AGENCIES ONLY:**PROBLEM IDENTIFICATION**

Agency must develop a selected traffic enforcement plan by evaluating crash data. This will be done on a quarterly, monthly or weekly basis to determine the top ten (10) high traffic crash locations, to include: day of week, time of day, and causation factors. Using this plan, agency will conduct enforcement targeting offenders committing hazardous moving violations to include DWI checkpoint enforcement (emphasis will also be placed on occupant restraint enforcement).

PROJECT ACTIVITIES

Enforcement activities by the agency must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.

Officers will be permitted and encouraged to issue multiple citations and/or written warnings to drivers who have committed several violations.

Agency will report monthly to MHTC using the *Grant Enforcement Activities Monthly Report Form*.

PARTNERSHIPS

Agency is strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the general meetings and annual conference. **Agencies located within the metropolitan areas of St. Louis or Kansas City must participate in Operation Impact.**

ALLOWABLE COSTS

Agency **CANNOT BE REIMBURSED FOR PART-TIME OR RESERVE OFFICERS**. Only full-time, permanent officers are eligible to participate in overtime enforcement projects. Overtime reimbursement rates:

Patrol—to be calculated at 1.5 times the officer's actual rate of pay;
Supervisors—to be calculated at 1.5 times the actual rate of pay not to exceed 1.5 times the rate of the highest-level sergeant or lieutenant (equivalent supervisor)

Exceptions may be made with prior written permission of the MHTC.

DRUNK DRIVING ENFORCEMENT PROJECTS

All DWI cases must be filed in state court if a municipality has a non-attorney judge. Any offender arrested with a prior alcohol-related conviction must also be filed in state court for enhancement purposes. All officers working alcohol enforcement details must have 16-20 hours of SFST training.

SOBRIETY CHECKPOINTS

The MHTC will fund enforcement agencies, on an overtime basis, to conduct MHTC sobriety checkpoints in accordance with standards developed for this purpose. Funding eligibility and conditions are herein set forth along with allowable costs for reimbursement. Enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest to enhance the actual risk of arrest.

- 1) Enforcement time at a minimum will be at least one night per month with a minimum of five checkpoints per contract period. Sobriety checkpoints should be operated within the hours of 10:00 p.m. to 3:00 a.m.; however, hours may be flexible upon request of agency and approval by MHTC project coordinator.
- 2) Advise the MHTC project coordinator, in advance, of enforcement date changes made to the original proposal.
- 3) If not already provided, roadways selected for sobriety checkpoints must be submitted to MHTC. Actual enforcement locations will be left to the discretion of local authorities based upon their judgment.
- 4) Activity Reports and Supervisory Logs must be submitted with reimbursement vouchers. Failure to comply may result in nonpayment for the enforcement period.
- 5) Enforcement activity should be on a Friday or Saturday night or holidays. Other nights may be approved in advance by the MHTC project coordinator based upon special events or activities, or as stated in goals and objectives of this contract.
- 6) Publicity surrounding a checkpoint provides the greatest deterrent. A news release the week prior to the event and a follow-up the week after is required. A spokesperson should be designated to explain procedures to media or others attending the checkpoint.
- 7) If the agency has an in-car video camera, it should be used at all sobriety checkpoints to videotape the sobriety checkpoint setup, its operation, and all subjects given the field sobriety tests. Tapes shall be used as evidence in court proceedings.

PROBLEM IDENTIFICATION

The problem is the number of alcohol related traffic crashes leading to injuries and fatalities. Two of the three fatality crashes that occurred in Boone County in 2002 were alcohol related. There were no fatality crashes on Boone County maintained roadways in 2003. Alcohol related crashes have been reduced through the efforts of the Sheriff's Department personnel in combination with the checkpoint and saturation programs. Of the 146 traffic crashes that occurred in Boone County 25 involved alcohol, 13 of which where one or more of the involved parties were injured. There is no one area with a significant number of alcohol related crashes. Intoxicated drivers operate motor vehicles any time of day but the greatest number of crashes are occurring on Fridays.

LAW ENFORCEMENT STATISTICAL DATA PROBLEM IDENTIFICATION

Enforcement Location(s) including average daily traffic counts for each location:

Creasy Springs Road (@ 4200 vehicles daily), Old Plank Road (@ 498 vehicles daily), Obermiller Road (@ 1026 vehicles daily), St. Charles Road (@4400 vehicles daily), Rangeline Road (@ 700 vehicles daily), Prathersville Road (@ 9200 vehicles daily), New Haven Road (@ 980 vehicles daily) and Richland Road (@ 710 vehicles daily)

Traffic Crash Data relative to the enforcement activity identified above:

Note: The total columns for Time of Day, Day of Week, and Month of Year should all be the same.

Time of Day

12 am to 2 am	2 am to 4 am	4 am to 6 am	6 am to 8 am	8am to 10am	10am to 12pm	12pm to 2 pm	2 pm to 4 pm	4 pm to 6 pm	6 pm to 8 pm	8 pm to 10pm	10pm to 12am	Unk	Total
8	3	2	21	7	6	9	28	28	18	8	8	0	146

Day of Week

Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Unk	Total
18	20	26	25	39	10	8		146

Month of Year

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
15	16	6	9	16	13	11	11	21	10	12	6	146

Baseline Arrest Data relative to the enforcement activity identified above (if available and pertinent to goals):

THE CRASH STATISTICS ARE FOR COUNTY WIDE CRASHES NOT JUST FOR THE ABOVE

DB

LAW ENFORCEMENT PROJECT DESCRIPTION

GOALS: (Goals must be set for each activity and must be measurable)

- **Increase arrests related to these offenses by 5 % over baseline data**
- **Decrease crashes related to these offenses by 5 % over baseline data**
- **Increase seat belt use rate from current rate of % to %**
- **Other**

OBJECTIVES:

1. Targeted Population (i.e., speeders, aggressive drivers, young drivers):
IMPAIRED DRIVERS ON ALCOHOL OR CONTROLLED SUBSTANCES
2. Enforcement Location(s):
BOONE COUNTY MAINTAINED ROADWAYS
3. Number of Officers assigned to each enforcement period:
**CHECKPOINTS - 18 (1 SUPERVISOR/17 DEPUTIES)
SATURATIONS - 5 DEPUTIES**
4. Times of enforcement periods:
2300 - 0300
5. Duration of each enforcement period:
5 HOURS
6. Number of enforcement periods per month:
1
7. Days of week selected for enforcement periods:
FRIDAY OR SATURDAY NIGHTS
8. Months (or special event) selected for enforcement periods:
MAY THRU SEPTEMBER
9. Equipment, promotional, or supply items requested for this project:

LAW ENFORCEMENT PROJECT DESCRIPTION

PROJECT NARRATIVE:

The DWI program at the Boone County Sheriff's Department has been active for the past 8 years. The program has gone through several changes in this time period from a straight Checkpoint program to a Saturation program then to a combination of the two.

The DWI saturation program would have five Deputies that would be patrolling county maintained roadways where alcohol related incidents have occurred. Deputies will stop vehicles in an effort to remove impaired drivers from roadways in Boone County. Three saturations would be conducted within the county consisting of five Deputies working for five hours. The saturation would have a one hour briefing then begin the actual saturation.

The DWI checkpoint program has been adapted to meet the goals of removing impaired driver's from county maintained roadways. Two checkpoints would be conducted on roadways in Boone County. One checkpoint would be on Prathersville Road in the 1300 block checking both directions and the second activity would be on Highway 763 in the 5200 block checking north bound traffic. These two locations have historically been areas where alcohol related incidents have been encountered, intoxicated subjects being contacted by Law Enforcement, alcohol related crashes or disturbances involving alcohol. The checkpoints would have 18 Deputies which would include 1 supervisor and 17 Deputies working various positions at the checkpoint. The checkpoint personnel would be in service for a briefing from 2200 hours till 2300 hours then the actual checkpoint operation would be from 2300 hours till 0300 hours. A Drug Recognition Expert would be available to conduct evaluations on controlled substances.

BD

EVALUATION

The program coordinator will look at the results of the checkpoints and also the saturations and compare the results to the previous years programs

In addition to the agency evaluation, the Missouri Highways and Transportation Commission (MHTC) will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. **Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)**
2. **Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)**
3. **Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required**
4. **Timely submission of the Year End Report of activity (due within 30 days after contract completion date)**
5. **Attaining the Goals set forth in this contract***
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - **Enforcement activities (planned activities compared with actual activities)**
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation equipment use and frequency of use)
 - Public awareness activities (media releases, promotional events, incentive items or educational materials produced or purchased)
 - **Other (any other information or material that supports the Objectives)**

Evaluation results will be used to determine:

- **The success of this type of activity in general and this particular project specifically;**
- **Whether similar activities should be supported in the future; and**
- **Whether grantee will receive funding for future projects.**

***Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.**

PROJECT BUDGET

Project #: 05-J7-03-17
Project Title: DWI Enforcement
Grantee: Boone County Sheriff's Dept.

Budget Line Item Detail (i.e. Overtime Hours, Radar Units)	Quantity	Unit Cost	Total Per Line Item	Matching Funds	Federal Funds Obligated
DWI Overtime	90	\$26.22	\$2,359.80	\$0.00	\$2,359.80
Sobriety Checkpoint	204	\$26.22	\$5,348.88	\$0.00	\$5,348.88

Budget Page Continued on Next Page

Project Director's Initials *BB*

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 04

County of Boone

In the County Commission of said county, on the

12th day of October 20 04

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

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

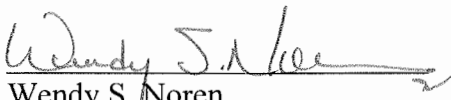
DEPARTMENT ACCOUNT AND TITLE	AMOUNT INCREASE
1132-03411: Elections – Federal Grant Reimbursement	\$19,750.00
1132-48050: Elections – Cellular Telephones	\$10,560.00
1132-91301: Elections – Computer Hardware	\$2,880.00
1132-91300: Elections – Machinery/Equipment	\$6,310.00

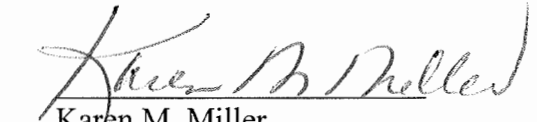
Said budget amendment is to increase the above accounts due to notification of Title I Funds distribution from the Secretary of State's Office for the 2004 election.

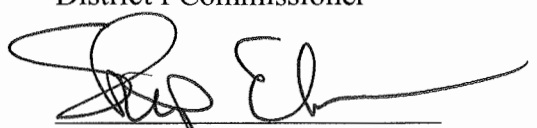
Done this 12th day of October, 2004.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

REQUEST FOR BUDGET AMENDMENT

1st 9/28
2nd 10/12

BOONE COUNTY, MISSOURI

9/28/2004
EFFECTIVE DATE

→ may need to change if there are Federal A.O.P.

FOR AUDITORS USE
429-2004

Department	Account	Department Name	Account Name	(Use whole \$ amounts)	
				Decrease	Increase
11 32	<u>03491</u>	Elections	Federal GRANT		19,750
11 32	48050	Cell Phones	→ Hardware		10,560
11 32	91301		Computer Equipment		2,880
11 32	91300		Machinery/Equip		6,310

RECEIVED
SEP 28 2004

BOONE COUNTY AUDITOR

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary):

NOTIFICATION of Title I Fund distribution from SOS for 2004 Election

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached. N/A
- Comments:

KJ

Auditor's Office

PRESIDING COMMISSIONER

DISTRICT I COMMISSIONER

DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.



OFFICE OF THE SECRETARY OF STATE

STATE OF MISSOURI

JEFFERSON CITY

65101

MATT BLUNT
SECRETARY OF STATEELECTIONS DIVISION
(573) 751-2301

TO: Election Authorities

FROM: Gayla Vandelicht, Co-Director of Elections
Betsy Byers, Co-Director of Elections

RE: Disbursement of Title I HAVA Funds

DATE: September 17, 2004

We are ready to begin disbursing the third round of HAVA funds. These Title I funds will be given to every jurisdiction to enhance the administration of elections. These funds may be used for, but are not limited to, the following areas:

technology, improving access to polling places, signage, voter education, second chance voting, training, equipment, poll worker recruitment or poll worker pay.

Each jurisdiction will receive \$250 per precinct (based on November 2000 numbers) with a minimum grant of \$15,000. Therefore, every jurisdiction with sixty or fewer precincts is eligible for \$15,000. Those with over sixty precincts are eligible for \$250 per precinct. Based on these figures, Boone County will receive \$19,750. As soon as we receive guidance from the EAC concerning the method of disbursement of these funds we will begin releasing the money. When receiving these funds, please refer to 115.078.1 RSMO Supp. 2003, which states, in part:

115.078.1.Money in the fund shall be used exclusively for election administration improvements as directed by the secretary of state. No moneys obtained through the provisions of this section shall be made a part of the general operating budget of an election authority, or used to supplant other federal, state, or local funds expended for elections."

If you don't have an election fund account, we suggest you open one.

The funds provided by this grant cannot be used for purposes inconsistent with or not authorized by Missouri or federal law. As soon as we receive final direction from the EAC we will release the funds and send guidelines about tracking and reporting expenditures. We are notifying you at this time so that you may begin planning for expenditures you may want to make.

JAMES C. KIRKPATRICK STATE INFORMATION CENTER
600 W. MAIN STREET • PO BOX 1767 • JEFFERSON CITY 65102



Skip Navigation
[Home](#) | [FAQ](#) | [Privacy](#) | [About The CFDA Web Site](#)

39.011 ELECTION REFORM PAYMENTS

FEDERAL AGENCY
 GENERAL SERVICES ADMINISTRATION

AUTHORIZATION

Public Law 107-252, October 29, 2002; 42 U.S.C. 15301.

OBJECTIVES

The purpose of the Title 1, Section 101 of the Help America Vote Act of 2002, is to improve the administration of elections for Federal office. The purpose of Section 102 is to replace a punch card voting system or a lever voting system.

TYPES OF ASSISTANCE

Direct Payments for Specified Use.

USES AND USE RESTRICTIONS

Section 101 Requires State to use the payment to carry out one or more of the activities listed: Complying with the requirements of Title III of the Act; Improving the administration of elections for Federal office; Educating voters concerning voting procedures, voting rights, and voting technology; Training election officials, poll workers, and election volunteers; Developing the State plan for requirements payments to be submitted under Part 1 of Subtitle D of Title II (Sections 251-257) of the Act; Improving, acquiring, leasing, modifying, or replacing voting systems and technology and methods for the casting and counting of votes; Improving the accessibility and quantity of polling places, including providing physical access for individuals with disabilities, providing non-visual access for individuals with visual impairments, and providing assistance to Native Americans, Alaska Native citizens, and to individuals with limited proficiency in the English language; and/or Establishing a toll-free telephone hotline that voters may use to report possible voting fraud and voting rights violations, to obtain general election information, and to access detailed automated information on their own voter registration status, specified polling place locations, and other relevant information. Section 102 requires State to use the funding (either directly or as a reimbursement for costs incurred on or after January 1, 2001) to replace punch card voting systems or lever voting systems in precincts within that State that used such systems in the November 2000 election (qualifying precincts). A State that receives funding for this program must ensure that all of the punch card voting systems or lever systems in the qualifying precincts within that State will be replaced in time for the regularly scheduled general election for Federal office to be held in November 2004 (unless a waiver is obtained under Section 102(a)(3)(B)). A State is eligible to receive a payment under this program if it submits to the Administrator by April 29, 2003, an application that contains the following: Certifications that the State will use the payment to

replace punch card voting systems or lever voting systems in the qualifying precincts within the State by January 1, 2004; Certifications that the State will continue to comply with current voting laws stated in Section 906; Certifications that the replacement voting systems will meet the requirements of Title III, Section 301; The number of qualifying precincts in the State; and other information and certifications as the Administrator may require which are necessary for the administration of the program.

ELIGIBILITY REQUIREMENTS

Applicant Eligibility

States must notify the Administrator by April 29, 2003 (6 months from enactment of the Act, which was October 29, 2002) whether they will accept funding in accordance with the guidelines set forth in Sections 301 and 906. Section 301 sets standards for voting systems (equipment) and Section 906 deals with compliance with other relevant legislation, such as, the Voting Rights Act of 1965.

Beneficiary Eligibility

50 States, the District of Columbia, Guam, Puerto Rico, the U.S. Virgin Islands, and American Samoa.

Credentials/Documentation

None.

APPLICATION AND AWARD PROCESS

Preapplication Coordination

None. This program is excluded from coverage under E.O. 12372.

Application Procedure

GSA, Office of Financial Management Systems, will develop a website for applying for payments under the Act. The website will establish a 7-step process that allows States to submit their information to receive and report on funding: Step One - Registration. The State will enter contact information including name, address and email address. Once the information has been verified, GSA will establish and issue a user ID and password to access the web site. The user ID and password will be emailed to the States. The Web site address is <http://www.finance.gsa.gov/helpamericavote>. Step Two - EFT Setup. The State will use the user id and password, issued in step one, to access the web site. Banking information required for an Electronic Funds Transfer (EFT) will be submitted. All funds will be disbursed via EFT. Step Three - Certification. The request must provide certification that the State will use funds in accordance with current law and guidelines stated in Sections 301 (if applicable) and 906. States may not receive funding unless they adhere to those stated guidelines. If a State is requesting reimbursement, it must also submit certification that its current voting machines are consistent with the guidelines stated in Sections 301 and 906. During this step the State will submit information about the number of qualifying precincts. States may elect to make an initial application for Section 101 funding only and later amend their application to request Section 102 funding, as long as they do so by April 29, 2003. Step Four - Minimum disbursements. After steps one, two, and three are completed and approved, the minimum

payment amount under Section 103 will be issued, \$5 million for each State and \$1 million for each territory. When processed, the funding will be disbursed by the Department of Treasury, via Electronic Funds Transfer (EFT), and deposited directly into the bank account specified in step two. States are encouraged to establish the Election Fund described in Section 254(b)(1) of the Act, and to deposit funding received under Title I into this account. Section 104(d) of the Act requires that when a State has established an election fund described in Section 254(b), the State shall ensure that any funds provided to the State under this title are deposited and maintained in such fund. Step Five - Final disbursement calculations. After all applications are received, the calculations under Sections 101 and 102 will be performed. This step will occur after the April 29, 2003, application cutoff. Step Six - Final disbursements. A second payment will be issued to States qualifying for more than the minimum payment. This step will occur by May 31, 2003. The funding will be disbursed by the Department of Treasury, via Electronic Funds Transfer (EFT), and deposited directly into the bank account specified in step two. Step Seven - Reporting. Each funding recipient will be required to submit verification of actual purchases. Information regarding actual funds expended will be reconciled against funding provided. This information will be provided to the Election Assistance Commission once they become operational. Although exact reporting requirements have not been established yet, States are advised to track spending by Sections 101 and 102 categories.

Award Procedure

Not applicable.

Deadlines

No later than April 29, 2003 all States must complete and submit their application.

Range of Approval/Disapproval Time

Not applicable.

Appeals

Not applicable.

Renewals

Not applicable.

ASSISTANCE CONSIDERATIONS

Formula and Matching Requirements

Section 101 will disburse one-half of the \$650 million (\$325 million). GSA will calculate the amount of funding that each State receives under the guidelines specified in Section 101. Step one of two will give one-half of one percent of the \$325 million to each State and the District of Columbia (\$1,625,000) and one tenth of one percent of the total (\$325,000) to Guam, Puerto Rico, the U.S. Virgin Islands and America Samoa. The total distributed under step one is \$84,175,000. The second step will allocate funds from the \$325 million not allocated in the first step (totaling \$240,825,000) based on each State's proportionate share of the voting age population as reported in the 2000 Census. The sum of the funds allocated in the first step and the second step equals \$325 million. Section 102 will disburse the remaining \$325 million to the States. For this program, funding is calculated as follows: first, \$4,000 is

allocated to each State for each precinct that used punch card or lever voting machines in the 2000 election as certified by the State. The State totals may be reduced on a pro-rata basis so that the nationwide total of funds allocated will not exceed \$325 million. Based on previous participation assumptions, the Congressional Research Service estimates that each State will receive approximately 83.84% of the total it would have otherwise received due to the \$325 million cap. As a result, instead of receiving \$4,000 per qualifying precinct, States will receive approximately \$3,354 per precinct. Section 103 of the Act guarantees that each State will receive a minimum payment of \$5 million and each territory will receive a minimum payment of \$1 million. If a State were to receive less than \$5 million (or a Territory less than \$1 million) for both programs, based on the calculations described above, that State's or Territory's payment will be increased to the minimum. The remaining States' payments under Sections 101(d) and 102(c) will be reduced so that the total does not exceed the \$650 million authorized by Section 104.

Length and Time Phasing of Assistance

April 29, 2003 all States must complete and submit their application. Minimum payments will be issued as applications are approved. By May 31, 2003, final payments will be issued to States receiving more than the minimum payment.

POST ASSISTANCE REQUIREMENTS

Reports

By January 21, 2004, States will provide reports on actual expenditures as of December 31, 2003.

Audits

Title IX, Section 902, states that with respect to any grant or payment made in accordance with this Act by GSA, the Election Assistance Commission must be regarded as the office making the grant or payment, for the purposes of audits.

Records

Each funding recipient will be required to submit verification of actual purchases. Information regarding actual funds expended will be reconciled against funding provided. This information will be provided to the Election Assistance Commission once they become operational. Although exact reporting requirements have not been established yet, States are advised to track spending by Sections 101 and 102 categories.

FINANCIAL INFORMATION

Account Identification

47-0601-0-1-808.

Obligations

(Salaries and Expenses) FY 03 \$649,621,349; FY 04 est \$0; and FY 05 est \$0.

Range and Average of Financial Assistance

Section 101 will disburse one-half of the \$650 million (\$325 million) authorized amount to each

State in which the Chief Executive Officer of the State, or designee, in consultation and coordination with the Chief State Election Official, notifies the Administrator by April 29, 2003 that the State intends to use the payment. For this program, GSA will calculate the amount of funding that each State receives under the guidelines specified in Section 101. Step one of two will give one-half of one percent of the \$325 million to each State and the District of Columbia (\$1,625,000) and one tenth of one percent of the total (\$325,000) to Guam, Puerto Rico, the U.S. Virgin Islands and America Samoa. The total distributed under step one is \$84,175,000. The second step will allocate funds from the \$325 million not allocated in the first step (totaling \$240,825,000) based on each State's proportionate share of the voting age population as reported in the 2000 Census. The sum of the funds allocated in the first step and the second step equals \$325 million. Section 102 will disburse the remaining \$325 million to the States. A State is obligated to use the funding (either directly or as a reimbursement for costs incurred on or after January 1, 2001) to replace punch card voting systems or lever voting systems in precincts within that State that used such systems in the November 2000 election (qualifying precincts). A State that receives funding for this program must ensure that all of the punch card voting systems or lever systems in the qualifying precincts within that State will be replaced in time for the regularly scheduled general election for Federal office to be held in November 2004 (unless a waiver is obtained under Section 102(a)(3)(B)). For this program, funding is calculated as follows: first, \$4000 is allocated to each State for each precinct that used punch card or lever voting machines in the 2000 election as certified by the State. The State totals may be reduced on a pro-rata basis so that the nationwide total of funds allocated will not exceed \$325 million. Based on previous participation assumptions, the Congressional Research Service estimates that each State will receive approximately 83.84% of the total it would have otherwise received due to the \$325 million cap. As a result, instead of receiving \$4000 per qualifying precinct, States will receive approximately \$3,354 per precinct. Section 103 of the Act guarantees that each State will receive a minimum payment of \$5 million and each territory will receive a minimum payment of \$1 million. If a State were to receive less than \$5 million (or a Territory less than \$1 million) for both programs, based on the calculations described above, that State's or Territory's payment will be increased to the minimum. The remaining States' payments under Sections 101(d) and 102(c) will be reduced so that the total does not exceed the \$650 million authorized by Section 104.

PROGRAM ACCOMPLISHMENTS

Implementation: GSA sent a letter to the State election officials on March 19. GSA developed a website process allowing States, territories and DC to submit necessary information to receive funding. On April 4, 2003 GSA's website operational and States began applying. As of today, total payment of \$649,621,349 was successfully distributed.

REGULATIONS, GUIDELINES, AND LITERATURE

Title 1, Part 1 of Subtitle D of Title II (Sections 251-257), Title III of Public Law 107-252, the Help America Vote Act of 2002, Section 101, Section 102, Section 103, Section 301, and Section 906.

INFORMATION CONTACTS

Regional or Local Office

Not applicable.

Headquarters Office

Director, Office of Budget, General Services Administration, Washington, DC 20405.
Telephone: (202) 501-0719.

Web Site Address

<http://www.finance.gsa.gov/helpamericavote>

RELATED PROGRAMS

None.

EXAMPLES OF FUNDED PROJECTS

Not applicable.

CRITERIA FOR SELECTING PROPOSALS

None.

General Services Administration
Office of Governmentwide Policy
Office of Acquisition Policy
Regulatory and Federal Assistance Publication Division (MVA)

9/28/2004

FY 2004
Budget Amendments/Revisions
Election & Registration (1132)

Index #	Date Recd	Dept	Account	Account Name	\$Increase	\$Decrease	Reason/Justification
1	7/12/2004	1132	71101	Professional Services	18,000		Contractual services for training (instead of new employee)
		1123	86850	Contingency		18,000	
2	9/28/2004	1132	3451	State Grant Reimbursement	19,750		Title I HAVA distribution from Secretary of State's Office for 2004 election
		1132	48050	Cellular Telephones	10,560		
		1132	91301	Computer Hardware	2,880		
		1132	91300	Machinery & Equipment	6,310		

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned Term. 20 04

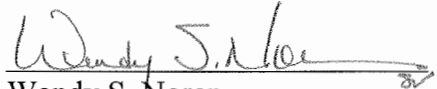
In the County Commission of said county, on the 12th day of October 20 04

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

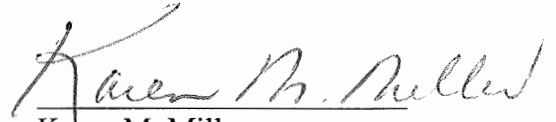
Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the Land-Use Planning and Water Quality Restoration in Bonne Femme Creek Watershed Project Grant from the Missouri Department of Natural Resources.

Done this 12th day of October, 2004.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Keith Schmarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

430

STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES

Bob Holden, Governor • Stephen M. Mahfood, Director

www.dnr.mo.gov

RECEIVED

SEP 23 2004

Boone County Commission

SEP 16 2004

Ms. Karen M. Miller
Associate Commissioner
Boone County Commission
801 E. Walnut
Columbia, MO 65201-7730

Dear Ms. Miller:

Enclosed for your signature are two copies of an amended subgrant agreement to the Boone County Commission for the Land-Use Planning and Water Quality Restoration in Bonne Femme Creek Watershed Project. This amended subgrant agreement extends the budget period and adds the second year of funding to accomplish the second phase of activities. During the budget period of June 1, 2003 through November 30, 2005, federal funding in the amount of \$410,162 will be provided by a Section 319 Nonpoint Source Implementation grant and \$273,455 in nonfederal match will be provided by the Boone County Commission. An additional \$371,234 will be reserved for the remainder of the project, for a total federal budget of \$727,400. The project period is June 1, 2003 through June 30, 2007.

The Bonne Femme Watershed has several Outstanding State Resource Waters combined with sensitive karst areas that are vulnerable to water quality degradation. The Boone County Commission, along with its partners, realizes the importance of protecting this watershed. This project will address water pollution from leaky or non-maintained septic systems through demonstrations and landowner training, sediment from construction, storm water runoff, as well as nutrient and herbicide pollutants in the Boone Femme Creek Watershed.

During the second phase of this project, the Southern Boone County Karst Team will update the watershed management plan, and conduct a sub-watershed sensitivity analysis, as well as education and outreach efforts. These efforts will include web site development, photo journals, newsletters and presentations to local organizations, schools and planning boards. The recently developed Policy and Advisory committees will assist the steering committee by gaining public input, and developing land-use policy for this unique watershed.

Integrity and excellence in all we do



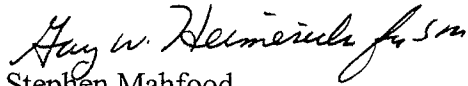
Ms. Karen M. Miller
Page 2

Please review carefully the subgrant reporting requirements, Special Conditions and General Terms and Conditions. Pay particular attention to the MBE/WBE requirements and guidance by the federal government as a condition of federal awards. Sign both copies of the Subgrant Assistance Agreement and return one, including the Certificate Regarding Debarment and Suspension and Anti-Lobbying Act forms, within three weeks from the date of this letter, to the following address: Department of Natural Resources, Water Protection Program, Attn: Ms. Darlene Schaben, P.O. Box 176, Jefferson City, MO 65102. Failure to meet requirements agreed to in the subgrant may result in your agency being declared ineligible to participate in subsequent department grant opportunities.

If you have questions please contact your project manager, Ms. Georganne Bowman, at (573) 526-1157 or at the address above. Thank you.

Sincerely,

DEPARTMENT OF NATURAL RESOURCES



Stephen Mahfood
Director

SM:gbd

Enclosures

**MISSOURI DEPARTMENT OF NATURAL RESOURCES
SUBGRANT ASSISTANCE AGREEMENT**

Under authority of Public Law N/A and subject to pertinent legislation regulations and policies applicable to N/A

1. Recipient (Name & Address): Boone County Commission 801 E. Walnut Columbia, MO 65201-7730	2. Subgrant Number: G03-NPS-16 3. Budget Period: June 1, 2003 – November 30, 2005 4. Project Period: June 1, 2003 – June 30, 2007
5. Recipient Project Manager & Telephone No.: Bill Florea (573) 886-4330	6. Type of Assistance: New Award _____ Amendment <u>X</u> 8. Amendment ID#: <u>1</u> (\$232,312 increase)
7. State Project Manager & Telephone No Georganne Bowman (573) 526-1157	

9. Project Title and Description: Land-Use Planning and Water Quality Restoration in Bonne Femme Creek Watershed. This project will address the importance of protecting this sensitive watershed through info/ed activities, demonstrations and landowner training.

10. Source of Funding/Yr.: FY02 319(h)	Grant Codes: 780-0140-4461-5461-NW3C
--	--

11. Project Funding:	<u>Amount</u>	<u>Percent</u>
Initial Award	\$177,850	59%
Initial Recipient Match	135,702	41%
Amended Award	\$410,162	60%
Amended Recipient Match	273,455	40%
Total Project Cost	\$683,617	100%

Amendment (Describe): This fifteen month amendment provides funding for the second phase of Bonne Femme project. During this phase, the watershed sensitivity analysis will be completed, and BMP cost-share practices will be implemented. Previous Budget Period: 6/1/2003 – 8/30/2004; Previous Project Period: 6/1/2003 – 6/30/2007

13. The recipient agrees that it will administer this agreement in accordance with:
- A. All applicable federal regulations including but not limited to _____
OMB Circulars A-110, A-87 & A-133
 - B. Applicable program guidelines _____ CFDA # 66-460
 - C. Recipient grant application dated _____ as negotiated.
 - D. Workplan Attachment (Attachment A-1), Invoice (Attachment A-2)
Quarterly Reporting Form (Attachment A-3). Annual Reporting Form (Attachment A-4)
 - E. Budget Plan (Attachment B), Special Conditions (Attachment C)
 - F. General Terms and Conditions (Attachment D)
 - G. Other(s) (Attachment E - Debarment, Suspension Certification; Attachment H - Anti-Lobbying Act)
 - H. MBE-WBE Utilization Report (EPA Form 5700-52A) (Attachment G)

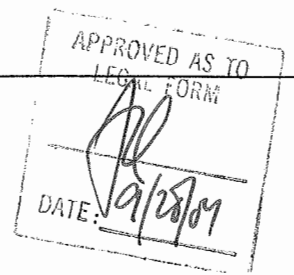
14. The assistance as described herein is hereby offered and accepted effective upon signature of authorized officials.

MISSOURI DEPARTMENT OF NATURAL RESOURCES

Stephen Mahfood Department Director	<i>Gay W. Heemeril f. sa</i> Signature	9/16/04 Date
--	---	-----------------

RECIPIENT ORGANIZATION

Name & Title (typed)	<i>Ruth Schumme</i> Signature	Date
----------------------	----------------------------------	------



ATTACHMENT A-1

TERMS OF AGREEMENT

I. SUBGRANT AWARD

The Missouri Department of Natural Resources (the department), Water Protection and Soil Conservation Division, Water Protection Program (WPP) and Boone County Commission agree to the plan of work and administrative procedures outlined herein.

- A. The department agrees to pay the subgrantee an amount not to exceed \$410,162 during the budget period June 1, 2003 through November 30, 2005, for the tasks specified in the Scope of Services and Schedule of Milestones. An additional \$317,238 will be reserved for the remainder of the project, bringing the total federal project cost to \$727,400.
- B. The Boone County Commission will ensure the completion of tasks specified in the Scope of Services and the Schedule of Milestones, as well as all required reporting. The Boone County Commission will provide match documentation for the budget period June 1, 2003 through August 30, 2004, in the amount of \$273,455.
- C. Conditions set forth in Attachment C, Special Conditions, and in Attachment D, General Terms and Conditions, shall be required and will govern the performance of this agreement.
- D. A Quality Assurance Project Plan (QAPP) must be updated as needed, and approved by the department's project manager prior to the first date of sampling.

II. BACKGROUND

Bonne Femme Watershed encompasses an area of 59,702 acres in southern Boone County. The watershed has several Outstanding State Resource Waters combined with sensitive karst areas that are extremely vulnerable to water quality degradation. The area is an attractive area in close proximity to the rapidly growing cities of Columbia and Ashland. Population growth over the last ten years has increased at a rate of 40%, and high growth rates are anticipated over the next few decades. Losing stream hydrology is a particularly important aspect of the watershed. Surface stream water, originating from the glacial upland areas, infiltrates directly into cave streams as exemplified by the streams in Devil's Icebox and Hunter's caves.

Therefore, surface land-use and management practices have a direct impact on the water quality of the cave streams and their unique ecology. Streams within the watershed have also been shown to have fecal coliform levels in excess of current whole body contact standards. Without proper education and planning, future development will further degrade water quality of streams within the watershed. This project will build upon the planning foundation developed under previous AgNPS SALT and 319 projects.

III. OBJECTIVES

1. To reduce watershed degradation from future urbanization by providing technical and financial assistance to developers, builders and property owners to encourage adoption of best management practices (BMPs), through public meetings and training seminars.
2. To provide elected officials with scientifically based land-use policies through the formation of policy and citizen advisory committees.
3. To conduct monitoring of current watershed water quality conditions at 10 sites within the watershed and monitor the pollution reducing impacts of installed BMPs.
4. To provide access to stream monitoring data, research results and project information to watershed residents by the use of newsletters, a web site and presentations.

IV. PROJECT DESCRIPTION

The Boone County Commission, along with its partners, realizes the importance of protecting the Bonne Femme Creek Watershed. This environmentally sensitive watershed contains several cave and park recreation opportunities. These areas have been affected by current levels of development and are attractive to increased urban growth. This project will address water pollution from leaky or non-maintained septic systems, sediment from construction, storm water runoff, as well as nutrient and herbicide pollutants in the Bonne Femme Creek Watershed.

The project will be divided into two phases. During the first phase, the Southern Boone County Karst Team will draft a watershed management plan by collecting data from previous 319 and SALT projects, reviewing the data and adding current water quality data. Additionally, a sub-watershed sensitivity analysis will be included in the watershed management plan. This data will be used during the second phase of the project to focus efforts on septic demonstrations and conservation development BMPs.

The first phase will also include education and outreach. Some of these efforts include web site development, photo journals, newsletters and news releases, as well as presentations to local organizations, schools and planning boards. To accomplish these objectives, the commission plans to hire a full-time urban conservationist and form steering, policy and advisory committees.

V. SCOPE OF SERVICES

During the second 15 months of the project, the Boone County Commission, with the help of the Southern Boone County Karst Team, will do the following.

1. Conduct education and outreach activities to engage stakeholders, developers and landowners in the Bonne Femme Watershed.
2. Monitor Water Quality in the Bonne Femme Watershed.
3. Conduct clean-up events in the watershed.
4. Update photo journal.
5. Conduct a watershed sensitivity analysis to determine potentially susceptible areas in the watershed.
6. Develop a watershed management plan.
7. Develop cost-share to implement BMPs in the watershed, using the information gathered in the sub-watershed sensitivity analysis, and watershed management plan.
8. Continue to develop land use policy, through the steering, policy and advisory committees.
9. Maintain and update database, web site and GIS as needed.
10. Prepare invoices, progress reports (including monitoring data) and financial reports and submit quarterly to the department's WPP.

VI. SCHEDULE OF MILESTONES

	Task	Responsibility	Targeted Completion Date
1.	Continue water quality monitoring at 10 sites in Bonne Femme Watershed	USDA - ARS	Quarterly
2.	Update and maintain web site	Watershed Conservationist	As needed
3.	Update and maintain watershed database	Watershed Conservationist	As needed
4.	Conduct 5 cave mapping and stream clean up events	Friends of RBMSP*, Stream Teams, Chouteau Grotto	Ongoing
5.	Conduct 15 steering committee meetings	Watershed Conservationist, Steering Committee	Monthly

*Friends of Rock Bridge Memorial State Park

6.	Coordinate activities of Stakeholder and Policy committees	Watershed Conservationist	Ongoing
7.	Maintain photo journal	Watershed Conservationist, Steering Committee	Ongoing
8.	Make minimum of 7 presentations to local groups.	Watershed Conservationist	Ongoing
9.	Develop agendas and chair quarterly stakeholder/policy committee meetings	Watershed Conservationist	Quarterly
10.	Develop News Releases	Watershed Conservationist	As needed
11.	Conduct 2 Watershed Forums	Watershed Conservationist, Steering Committee	Sept 04, Sept 05
12.	Conduct 1 workshop for development community	Watershed Conservationist, Steering Committee	Nov 04
13.	Develop educational goals for stakeholder committee	Watershed Conservationist, Steering Committee	March 05
14.	Public meeting/open house – public opinion – gathering meeting	Watershed Conservationist, Steering Committee	Feb 05
15.	Natural Resource weighting from SWSA information	Stakeholder Committee	March 05
16.	Complete sub-watershed sensitivity analysis	Contractor	June 05
17.	Develop GIS	Contractor	June 05
18.	Develop and mail annual newsletter	Urban Conservationist	July 05
19.	Develop Watershed Management Plan (WMP)	Watershed Conservationist	June 05
20.	Review WMP, GIS, water quality database and sub-watershed sensitivity to plan cost share and target BMPs	Urban Conservationist, Steering Committee, Advisory Committee	July 05
21.	Identify and develop activities and budget for Phase III activities	Steering Committee, Advisory Committee, Urban Conservationist	October 05
22.	Submit reports/invoices to MoDNR Annual report Final report	Project Coordinator	Quarterly October 15 each year July 30, 2007

VII. PROJECT BUDGET

Boone County Commission
Bonne Femme Creek Watershed
Water Quality Restoration

June 1, 2003 – June 30, 2007

Total Federal Contribution	\$727,400
Total Nonfederal Contribution	\$560,151
Total Project Cost	\$1,287,551

(see Attachment B for budget period breakout.)

VIII. PROPOSED PAYMENT SCHEDULE

- A. Reimbursement to the subgrantee for the tasks described in the Scope of Services will be made according to the following schedule:

MAXIMUM EXPENSES	REIMBURSEMENT SCHEDULE	SUBMIT TO	PROJECT PERIOD	INVOICE FORMAT
\$727,400	Quarterly	MoDNR Fiscal Account Clerk	6/1/2003-6/30/2007	Attachment A-2

- B. Requests for reimbursement must be accompanied by copies of documented expenditures (such as receipts, timesheets, bills, invoices, etc.) and in-kind services for match incurred during the previous period. Expenditures must be incurred within the budget period June 1, 2003 through November 30, 2005. See Attachment A-2, Invoice and Match Report, and Attachment D, General Terms and Conditions, for additional requirements.
- C. Final reimbursement will be made to the subgrantee upon documentation of adequate match and completion of all required quarterly reports and the final project report/evaluation. The subgrantee must request final reimbursement no later than 60 calendar days after the project end date. Any remaining project funds will be de-obligated.
- D. Up to twenty percent (20%) of the total federal award amount may be withheld pending satisfactory completion of the final project report/evaluation and submission to the department's WPP.

IX. REPORTING REQUIREMENTS

- A. Quarterly progress reports will be due September 15, December 15, March 15 and June 15 each year of the project. Please send one hard copy and a copy on diskette or via the Internet (georganne.bowman@dnr.mo.gov). Reports will describe project status; compare progress to scheduled milestones and explains any variances from expected progress. The reports shall follow the format shown on Attachment A-3, Quarterly Report.
- B. An **electronic** copy of the final product and the final project report must be submitted to the department's project manager by July 30, 2007. The final report, at a minimum, should describe accomplishments, how the goals/objectives described in the subgrant agreement were met, describe the tasks completed, products produced and an assessment of the impact of the project in addressing nonpoint source concerns. The report should make recommendations, where relevant, on how the results or experiences of the project could be applied elsewhere. A final budget should also be included that describes the funds spent, the match contribution and leftover funds, if any.
- C. An **electronic** copy of an annual report must be submitted to the department's project manager by October 15th each year throughout the project period and at the close of the project. The reports shall follow the format shown on Attachment A-4, NPS Annual Report Worksheet.
- D. A copy of the annual audit report or relevant portions of the audit report, that pertains to the project award are to be submitted to the department's project manager, if required under the federal OMB Circular A-133, Single Audit Act as described in the department's General Terms and Conditions.

**ATTACHMENT
A-2**

INVOICE & MATCH REPORT

TO: Missouri Department of Natural Resources Water Protection and Soil Conservation Division Water Protection Program PO Box 176 Jefferson City, MO 65102 Attn: Diane Muenks	Date: Invoice No: Invoice Period: Agreement Amount: \$410,162
---	--

Agreement Period: June 1, 2003 - November 30, 2005 Project Manager: Bill Florea Project Title: Land-Use Planning and Water Quality Restoration in Bonne Femme Creek Watershed	Subgrant No: G03-NPS-16
--	--------------------------------

FEDERAL

Budget Category	Project Budget	Prior Expenses per Category	Expenses this Invoice Period	Balance Remaining in Budget
Salary/Fringe	\$110,475.00	\$0.00	\$0.00	\$110,475.00
Travel	\$2,300.00	\$0.00	\$0.00	\$2,300.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$17,940.00	\$0.00	\$0.00	\$17,940.00
Contractual	\$266,037.00	\$0.00	\$0.00	\$266,037.00
Other	\$13,410.00	\$0.00	\$0.00	\$13,410.00
Indirect	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$410,162.00	\$0.00	\$0.00	\$410,162.00

NONFEDERAL (MATCH)

Match Budget Category	Match Budget	Prior Match per Category	Match this Invoice Period	Balance Remaining in Match Budget
Salary/Fringe	\$101,352.00	\$0.00	\$0.00	\$101,352.00
Travel	\$867.00	\$0.00	\$0.00	\$867.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$4,594.00	\$0.00	\$0.00	\$4,594.00
Contractual	\$86,451.00	\$0.00	\$0.00	\$86,451.00
Other	\$80,191.00	\$0.00	\$0.00	\$80,191.00
Indirect	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$273,455.00	\$0.00	\$0.00	\$273,455.00

MAKE CHECK PAYABLE TO: _____

I certify that to the best of my knowledge and belief the data above are correct, and that all outlays were in accordance with the grant agreement, and that payment is due and has not been previously requested.

SUBMITTED BY: _____
Project Manager Signature

Funding Source(s) _____

DNR Project Manager _____

QUARTERLY REPORT TO MDNR
FOR NONPOINT SOURCE PROJECTS

Quarter from _____ to _____

Project Name: _____

Project Administrator: _____

Sponsoring Agency Name and Address: _____

Project Period: _____

	319 funding	Match
Project Budget:	\$ _____	\$ _____
Project Expenditures to Date:	\$ _____	\$ _____
Balance:	\$ _____	\$ _____

Overall Project Progress:

Milestones/Tasks:

TASK #1

Projected Completion Date:

Date Completed: % Completed:

TASK #2

Projected Completion Date:

Date Completed: %Completed:

TASK #3

Projected Completion Date:

Date Completed: %Completed:

TASK #4

Projected Completion Date:

Date Completed: %Completed:

And so on for each milestone in the project workplan.

Comments:

Note: This form is authorized for reproduction.
Instructions for completing form are on the back.

Instructions for Completing the Quarterly Report

Funding Source(s): This can be found in section #10 of the Subgrant Assistance Agreement.

Quarter from - to: Identify the period this report covers.

DNR Project Officer: Indicate the DNR Project Officer/main contact for this project.

Project Name: Use the same name that is listed on the Subgrant Assistance Agreement.

Project Administrator: The sponsoring agency project manager.

Sponsoring Agency Name and Address: Self-explanatory.

Project Period: The date the project begins and ends, as identified on the Subgrant Assistant Agreement.

Project Budget: Funds awarded to date. These are the same figures as stated in section #11 of Subgrant Assistance Agreement. These amounts may change when there are amendments to the budget.

Project Expenditures to Date: Federal and match expenditures to date, **not** just for the quarter.

Balance: Budget to date minus expenditures to date.

Overall Project Progress: Brief summary of how the project is doing overall, e.g. behind schedule and why, on schedule, ahead of schedule, etc.

Milestones/Tasks: List the task titles and number them #1, #2, #3, etc. for the tasks in the project workplan in the Subgrant Assistance Agreement. Do not list one type of task more than once. For instance, if you will conduct several workshops at different times, list one task called *Workshops* with all workshop titles and completion dates listed under the task; and even though you will have, for example, 12 quarterly reports due in a 3-year period there should only be one task called *Quarterly Reports*.

Comments: Comments can be made under any task for extra information you wish to report for that task, problems with the task, detail of activity, etc.

Projected Completion Date: The anticipated completion date as identified in the workplan of the Subgrant Assistance Agreement.

Date Completed: The date the task is completed. It should be left blank until completed.

%(percent)Completed: The percent of the task is complete at the end of the quarter being reported.

ATTACHMENT A-4

NPS Annual Report Worksheet
FY04 Project Period
Oct 1, 2003 - Sept 30, 2004

Project Name _____
Project Administrator _____
Subgrant No. _____

Please report your NPS activities for the following questions

Planning Activities

Number of groups formed to address regional or local NPS issues _____
(i.e., steering committees, watershed groups, policy committees, etc.) Please list

Number of meetings held _____
Number of planning documents produced _____
Watershed Management Plans _____
Number approved by DNR (w/ 9 key elements) _____
Acre size of watershed included in plan _____
Source Water Protection Plans _____
Acre size of watershed included in plan _____
Other – please list. _____

Total Maximum Daily Load (TMDL) Activities

Did your project develop a TMDL action plan _____
Did your project implement a TMDL action plan _____
Number of BMPs applied toward TMDL _____
Number of acres treated _____
Number of steam miles, or lake acres originally listed on 303(d) list as NPS pollution impaired,
now in compliance with Water Quality Standards (WQS) due to 319 project _____

Information/Education Activities

Number of Field Days conducted _____
Number of participants _____
Number of training workshops conducted _____
Number of participants _____
Number of demonstration sites displayed _____
Number of participants _____
Number of brochures/fact sheets developed _____
Number distributed _____
Number of reports developed (final, annual, presentations, etc.) _____
Number distributed _____
Number of newsletters developed _____
Number distributed _____
Number of NPS/project related presentations conducted _____
Number of participants _____
Number of clean-up events _____
Number of participants _____
Lbs. of trash collected _____

Monitoring/Assessment Activities

QAPP produced this year _____
QAPP revised this year _____
Number of Stream Teams formed _____
Number of training sessions conducted _____
Number of Volunteers trained _____
Number of sampling locations monitored _____
Number of sampling events _____

Goundwater Activities

Number of wells decommissioned or certified as properly plugged _____
Number of wells monitored/tested _____
Number of karst/sinkhole protection activities _____
Was your project involved in NPS groundwater contamination remediation activities _____
Please list _____

Agricultural Activities

Number of Comprehensive Nutrient Management Plans (CNMP) developed _____
Updated _____ implemented _____
Number of acres impacted by CNMP _____
Number of animals impacted by CNMP _____
Number of Animal Waste Facilities built _____
(Poultry stacking shed, compostors, lagoons, dairy waste facilities, pasture feeding facilities) List type? _____ Number _____
Lbs./tons of manure transferred out of watershed _____

Best Management Practices Activities (BMPs)

List type of BMP (buffer, wetland, grass waterways, CRP enrollment, stormwater management, erosion control, etc) _____
Number of BMP's implemented _____
Number of acres/feet impacted _____
Please list the NPS pollutant(s) impacted by BMP _____
(N, P, Sediments)
Quantify the reduction of NPS. (i.e., tons of soil saved, lbs. of nutrients reduced, lbs. of pesticides reduced.) _____

Thank you for taking the time to complete this worksheet. Your information is used by the NPS staff to report to EPA as a grant condition. This annual report examines all NPS activities in the State of Missouri.

To request an electronic copy of this form, call Michelle Luebbert at (573) 526-1599.

ATTACHMENT B

BUDGET

Boone County Commission
Boone Femme Creek Watershed
Water Quality Restoration

Phase II

June 1, 2003 – November 30, 2005

Category	Federal 319	Nonfederal Contribution	Totals
Salary	\$110,475	\$101,352	\$211,827
Fringe			
Travel	2,300	867	3,167
Supplies	17,940	4,594	22,534
Contractual	266,037	86,451	352,488
Other (direct)	13,410	80,191	93,601
Indirect			
Project Total	\$410,162	\$273,455	\$683,617

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

October Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the 12th day of October 20 04

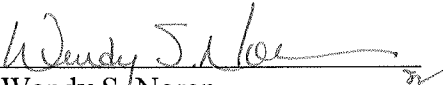
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby appoint the following as Delegates to the Missouri Association of Counties (MAC) Annual Conference:

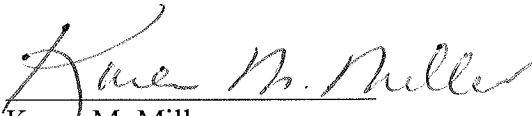
- County Treasurer Kay Murray
- County Recorder Bettie Johnson
- County Collector Pat Lensmeyer
- County Public Administrator Connie Henderen
- County Clerk Wendy Noren
- County Auditor June Pitchford
- County Assessor Tom Schauwecker
- Presiding Commissioner Keith Schnarre
- District I Commissioner Karen M. Miller
- District II Commissioner Skip Elkin

Done this 12th day of October, 2004.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

MISSOURI ASSOCIATION OF COUNTIES

OFFICIAL FORM: DESIGNATION OF DELEGATES TO MAC'S ANNUAL CONFERENCE

Return Form To: Missouri Association of Counties
P.O. Box 234
Jefferson City, MO 65102

RECEIVED
SEP 27 2004

Boone County Commissioner

Please return the forms by November 3. If an unavoidable delay occurs and the form must be handed in at conference, only delegates whose names are submitted by noon on November 22 are eligible to vote. Name badge identification is necessary for voting at the conference.

Article VI, Section 6(c) of the Missouri Association of Counties Bylaws provides that each member county shall be permitted four (4) voting delegates. Member counties with an assessed valuation of over \$66.7 million shall be allowed five (5) voting delegates, plus one additional voting delegate for each additional \$66.7 million assessed valuation. The maximum number of voting delegates shall be ten (10).

The Bylaws provide that delegates be selected in the following manner:

- The county commission selects from within its membership one delegate.
- Additional delegates are selected by a majority vote of not less than seven (7) elected officials in the county. The additional delegates chosen may be commissioners, clerks, collectors, treasurers or any other elected county officials.
- Any county official who is eligible to participate in the selection of a delegate but who is not a delegate has the right to participate at any meeting of the Association under the rules established.
- No delegate or other person shall be permitted to cast a proxy vote for another delegate.

Boone County does hereby designate the following to serve as its delegates to the Missouri Association of Counties' Annual Conference on November 21-23, 2004.

Delegate Kay Murray
Name

Delegate Bettie Johnson
Name

Delegate Pat Lensmeyer
Name

Delegate Connie Hendren
Name

Delegate Wendy Noren
Name

Treasurer
Title

Recorder of Deeds
Title

Collector
Title

Public Administrator
Title

Clerk
Title

Please record additional delegates on a separate page.

ATTEST:

Wendy S. Noren
County Clerk

Keith Schuman
Presiding Commissioner

Paul M. Miller
Associate Commissioner

[Signature]
Associate Commissioner

. June Pitchford	Auditor
. Tom Schauwecker	Assessor
. Keith Schnarre	Presiding Commissioner
. Skip Elkin	District II Commissioner
. Karen M. Miller	District I Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the 12th day of October 20 04

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

Now on this day the County Commission of the County of Boone does hereby accept the General Warranty Deed for property located at 217 N. 9th Street, Columbia as recorded in Book 2599 Page 14 of the Records of Boone County, Missouri.

Done this 12th day of October, 2004.



Keith Schnarre
Presiding Commissioner

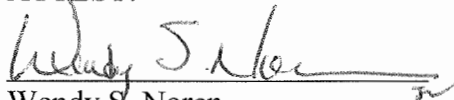


Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission