

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the February Adjourned Term. 20 03

In the County Commission of said county, on the

6th day of March 20 03

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

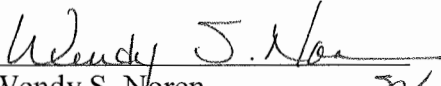
Now on this day, the County Commission of the County of Boone does hereby approve the following budget revision:

DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
1255-48200: Corrections – Electricity	\$8,190.00	
1255-48300: Corrections – Water	\$3,000.00	
1255-71100: Corrections – Outside Services	\$39,600.00	
1255-10100: Corrections – Salaries and Wages	\$900.00	
1255-85610: Corrections – Hospital Costs		\$51,960.00


Said budget revision is to cover a budget shortfall in Hospital Costs for FY2002.

Done this 6th day of March, 2003.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

REQUEST FOR BUDGET REVISION

BOONE COUNTY, MISSOURI

12/31/2002

2002

~~2003~~

EFFECTIVE DATE

FOR AUDITORS USE

109-2003

(Use whole \$ amounts)

Department	Account	Department Name	Account Name	(Use whole \$ amounts)	
				Transfer From	Transfer To
				Decrease	Increase
1255	48200	Corrections	Elect	8190.00	
1255	48300		Water	3000.00	
1255	71100		Outside Services	39,600.00	
1255	10100		Salary & Wages	900.00	
1255	85610	Corrections	Hosp Cost		51,690.00

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):

Budget Shortfall in Hospital Costs

Cover hospital costs

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):



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



Keith Schname

PRESIDING COMMISSIONER

Karen B. Miller

DISTRICT I COMMISSIONER

[Signature]

DISTRICT II COMMISSIONER

BOONE COUNTY SHERIFF'S DEPARTMENT - CORRECTIONS BUDGET
MONTHLY EXPENDITURE REPORT

CLASS	DESCRIPTION OF ACCOUNT	BEGINNING BALANCE	REVISIONS REIMB.	ESTIMATED MO. EXPEND.	EXPENDED		YEAR TO DATE	BALANCE REMAINING
					01/01/02 12/01/02	EXPENDED 12/01/02 1/20/03		
2-2500	Subscription /Publications	\$ 850.00		\$ 70.83	\$ 527.50	\$ -	\$ 527.50 ✓	\$ 322.50
2-3000	Office supplies	\$ 7,000.00		\$ 583.33	\$ 6,325.23	\$ 1,726.13	\$ 8,051.36 ✓	\$ (1,051.36)
2-3001	Printing	\$ 2,500.00		\$ 208.33	\$ 1,453.11	\$ -	\$ 1,453.11 ✓	\$ 1,046.89
2-3020	Microfilm/film	\$ 1,000.00		\$ 83.33		\$ -	\$ - ✓	\$ 1,000.00
2-3025	Resident Supplies	\$ 25,000.00		\$ 2,083.33	\$ 24,645.90	\$ 537.95	\$ 25,183.85 ✓	\$ (183.85)
2-3026	Intake/Indigent Supply	\$ 5,000.00		\$ 416.67	\$ 2,628.56	\$ -	\$ 2,628.56 ✓	\$ 2,371.44
2-3027	Inmate Wrk/Incnvte Supply	\$ 7,500.00		\$ 625.00	\$ 5,733.78	\$ 280.60	\$ 6,014.38 ✓	\$ 1,485.62
2-3030	Kitchen Supplies	\$ 12,000.00		\$ 1,000.00	\$ 10,966.46	\$ 905.71	\$ 11,872.17 ✓	\$ 127.83
2-3035	Maintenance Supplies	\$ 4,000.00		\$ 333.33	\$ 5,573.91	\$ 580.00	\$ 6,153.91 ✓	\$ (2,153.91)
2-3050	Other Supplies	\$ 60,000.00		\$ 5,000.00	\$ 54,024.43	\$ 1,103.28	\$ 55,127.71 ✓	\$ 4,872.29
2-3200	Ammunition	\$ 2,500.00		\$ 208.33	\$ 2,361.88	\$ -	\$ 2,361.88 ✓	\$ 138.12
2-3300	Uniforms	\$ 22,000.00		\$ 1,833.33	\$ 18,499.93	\$ 5,017.00	\$ 23,516.93 ✓	\$ (1,516.93)
2-3305	Uniform maintenance	\$ 2,000.00		\$ 166.67	\$ 2,595.80	\$ 254.40	\$ 2,850.20 ✓	\$ (850.20)
2-3400	Food	\$ 195,000.00		\$ 16,250.00	\$ 182,873.56	\$ 14,370.91	\$ 197,244.47 ✓	\$ (2,244.47)
2-3501	Prescription Drugs	\$ 90,000.00	\$ -7,500.00	\$ 7,500.00	\$ 95,614.82	\$ 6,424.31	\$ 102,039.13 ✓	\$ (4,539.13)
2-2502	Non-prescription Drugs	\$ 8,900.00		\$ 741.67	\$ 8,610.75	\$ 1,036.91	\$ 9,647.66 ✓	\$ (747.66)
2-3800	Medical Equip.	\$ 2,000.00		\$ 166.67	\$ 1,972.23	\$ -	\$ 1,972.23 ✓	\$ 27.77
2-3850	Equipment under \$250.00	\$ 8,000.00		\$ 666.67	\$ 5,472.54	\$ 569.80	\$ 6,042.34 ✓	\$ 1,957.66
CLASS -2-TOTAL		\$ 455,250.00		\$ 37,937.50	\$ 429,880.39	\$ 32,807.00	\$ 462,687.39 ✓	\$ 62.61
3-7000	Dues	\$ 200.00	(2360.00)	\$ 16.67	\$ 186.00	\$ -	\$ 186.00 ✓	\$ 14.00
3-7200	Seminars/Conf./Meet	\$ 5,600.00	(2,260.00)	\$ 466.67	\$ 1,149.00	\$ -	\$ 1,149.00 ✓	\$ 2,491.00
3-7210	Trn/School	\$ -		\$ -	\$ 1,652.27	\$ -	\$ 1,652.27 ✓	\$ (1,652.27)
3-7220	Travel	\$ 250.00		\$ 20.83	\$ 762.82	\$ -	\$ 762.82 ✓	\$ (512.82)
3-7230	Meals/Lodging	\$ 1,500.00		\$ 125.00	\$ 1,428.15	\$ -	\$ 1,428.15 ✓	\$ 71.85
CLASS -3-TOTAL		\$ 7,550.00		\$ 629.17	\$ 5,178.24	\$ -	\$ 5,178.24 ✓	\$ 111.76
4-8000	Telephones	\$ 5,000.00		\$ 416.67	\$ 4,602.95	\$ 430.59	\$ 5,033.54 ✓	\$ (33.54)
4-8050	Cell Phones	\$ 1,500.00		\$ 125.00	\$ 1,803.50	\$ 293.19	\$ 2,096.69 ✓	\$ (596.69)
4-8100	Natural gas	\$ 35,000.00	(4,200.00)	\$ 2,916.67	\$ 30,520.78	\$ -	\$ 30,520.78 ✓	\$ 279.22
4-8200	Electricity	\$ 80,000.00	(8,300.00)	\$ 6,666.67	\$ 71,611.06	\$ -	\$ 71,611.06 ✓	\$ 88.94
4-8300	Water	\$ 20,000.00	(3,000.00)	\$ 1,666.67	\$ 16,817.34	\$ -	\$ 16,817.34 ✓	\$ 182.66
4-8400	Solid waste	\$ 3,000.00		\$ 250.00	\$ 2,673.00	\$ 243.00	\$ 2,916.00 ✓	\$ 84.00
CLASS -4-TOTAL		\$ 144,500.00		\$ 12,041.67	\$ 128,028.63	\$ 966.78	\$ 128,995.41 ✓	\$ 4.59
5-9000	Motorfuel/gasoline	\$ 10,000.00	(1,100.00)	\$ 833.33	\$ 7,266.25	\$ 1,132.23	\$ 8,398.48 ✓	\$ 501.52
5-9025	Vehicle title expense	\$ 25.00		\$ 2.08		\$ -	\$ - ✓	\$ 25.00
5-9030	Vehicle license	\$ 25.00		\$ 2.08		\$ -	\$ - ✓	\$ 25.00
5-9100	Vehicle repairs	\$ 4,000.00		\$ 333.33	\$ 4,646.40	\$ 232.24	\$ 4,878.64 ✓	\$ (878.64)
5-9105	Vehicle tires	\$ 1,200.00		\$ 100.00	\$ 846.41	\$ -	\$ 846.41 ✓	\$ 353.59
CLASS -5-TOTAL		\$ 15,250.00		\$ 1,270.83	\$ 12,759.06	\$ 1,364.47	\$ 14,123.53 ✓	\$ 26.47
6-0050	Equipment serv. contract	\$ 2,616.00		\$ 218.00	\$ 2,340.50	\$ -	\$ 2,340.50 ✓	\$ 275.50
6-0200	Equipment Repairs/maintenance	\$ 3,000.00		\$ 250.00	\$ 3,305.51	\$ -	\$ 3,305.51 ✓	\$ (305.51)
6-0250	Equipment Install & Removal	\$ 750.00	(400.00)	\$ 62.50	\$ 302.00	\$ -	\$ 302.00 ✓	\$ 48.00
6-0400	Grounds Maintenance	\$ -		\$ -		\$ -	\$ - ✓	\$ -
CLASS -6-TOTAL		\$ 6,366.00		\$ 530.50	\$ 5,948.01	\$ -	\$ 5,948.01 ✓	\$ 17.99
7-0050	Software Service Contract	\$ 15,900.00	(15,900.00)	\$ 1,325.00		\$ -	\$ - ✓	\$ -
7-1100	Outside Services	\$ 150,000.00	(39,600.00)	\$ 12,500.00	\$ 110,393.00	\$ -	\$ 110,393.00 ✓	\$ 7.00
7-1107	Bank & Credit Card Fees	\$ 50.00		\$ -	\$ 41.09	\$ -	\$ 41.09 ✓	\$ 8.91
7-1500	Building Rent	\$ 235,750.00		\$ -	\$ 176,814.00	\$ 58,936.00	\$ 235,750.00 ✓	\$ -
7-1600	Equip. Lease & Mtr. Crg.	\$ 700.00	(90.00)	\$ -	\$ 609.90	\$ -	\$ 609.90 ✓	\$ 0.10
CLASS -7-TOTAL		\$ 402,400.00		\$ 33,533.33	\$ 287,857.99	\$ 58,936.00	\$ 346,793.99 ✓	\$ 16.01
8-5600	Extradition Expense	\$ 28,000.00		\$ 2,333.33	\$ 29,619.71	\$ 1,294.71	\$ 30,914.42 ✓	\$ (2,914.42)
8-5605	Prisoner Transport-Instate	\$ 2,000.00		\$ 166.67	\$ 1,789.13	\$ 121.46	\$ 1,910.59 ✓	\$ 89.41
8-5610	Hospital Costs	\$ 25,000.00	\$ 53,431.00	\$ 2,083.33	\$ 69,417.74	\$ 2,327.00	\$ 71,744.74 ✓	\$ 6,686.26
8-5620	Other Medical	\$ 150,000.00	\$ 6,111.31	\$ 12,500.00	\$ 157,120.13	\$ -	\$ 157,120.13 ✓	\$ (1,008.82)
8-6300	Testing	\$ 15,000.00		\$ 1,250.00	\$ 17,664.00	\$ 60.50	\$ 17,724.50 ✓	\$ (2,724.50)
CLASS -8-TOTAL		\$ 220,000.00		\$ 18,333.33	\$ 275,610.71	\$ 3,803.67	\$ 278,414.38 ✓	\$ 127.95
9-1300	Mach. & Equip.	\$ -		\$ -		\$ -	\$ - ✓	\$ -
9-1302	Comuter software	\$ -		\$ -		\$ -	\$ - ✓	\$ -
9-1400	Auto/Truck	\$ -		\$ -		\$ -	\$ - ✓	\$ -
9-2000	Repl. Office Equip.	\$ -		\$ -		\$ -	\$ - ✓	\$ -
9-2100	Repl. Furn. & Fix.	\$ -		\$ -		\$ -	\$ - ✓	\$ -
9-2300	Repl. Mach./Equip.	\$ 14,250.00	\$ 660.00	\$ 1,187.50	\$ 14,908.64	\$ -	\$ 14,908.64 ✓	\$ 1.36
9-2302	Replace Computer Equip.	\$ -		\$ -		\$ -	\$ - ✓	\$ -
9-2400	Replace Auto Truck	\$ -		\$ -		\$ -	\$ - ✓	\$ -
CLASS -9-TOTAL		\$ 14,250.00		\$ 1,187.50	\$ 14,908.64	\$ -	\$ 14,908.64 ✓	\$ 1.36
TOTAL CORRECTIONS BUDGET		\$ 1,265,566.00		\$ 105,463.83	\$ 1,160,171.67	\$ 97,877.92	\$ 1,258,049.59 ✓	\$ 368.72

From: Leasa Quick
To: KFrederick.GC-GWPO.BC-GWDOM
Date: 2/28/03 10:23AM
Subject: Re: 2002 budget revision for class 8

Sounds good, THX, Leasa

>>> Karen Frederick 02/27/03 17:06 PM >>>

Leasa:

As we discussed in previous email, 1255-85620 Other Medical has greater remaining balance than spreadsheet indicated. This is a result of closing BHC PO #2002 270 with total amount paid \$1,630.20 less than original encumbrance.

Here is current analysis of 1255 class 8:

Current remaining balance, per ledger	\$3,103.43
Less outstanding pmt to Boone Hosp	(54,776.29)
Plus pending budget revision from 48200	8,190.00
Plus pending budget revision from 48300	3,000.00
Plus pending budget revision from 71100	39,600.00
Shortage	(882.86)

This shortage is substantially less than the shortage calculated earlier--\$2,641. I believe we have accounted for all 2002 payments within Dept 1255 and the payroll accrual has been entered. Therefore, it is appropriate to review the overall 1255 budget to address this shortage. Class 1 has over \$70,000 remaining balance. Since more than sufficient funds are available within the department's budget, there is no need to request funds from Emergency, particularly such a small amount at this late date.

Budget revision originally requested \$2,641 from Emergency. This line should be changed to move \$900 from 1255-10100 instead. I will update the budget revision. This should expedite the process. Thanks for all your help.

Karen

SUBLSCR

SUBSIDIARY LEDGER INQUIRY MAIN SCREEN

2/28/03 11:49

Year	2002	Original Appropriation	220,000.00
Dept	1255 CORRECTIONS	Revisions	
Acct	80000 OTHER	Original + Revisions	220,000.00
Fund	100 GENERAL FUND	Expenditures	216,896.50
		Encumbrances	
Class/Account	C CLASS	Actual To Date	216,896.50
Account Type	E EXPENSE	Remaining Balance	3,103.43
Normal Balance	D DEBIT	Shadow Balance	3,103.43

Expenditures by Period

January	14.25-	July	15,719.12
February	13,766.32	August	20,144.61
March	14,217.09	September	13,920.21
April	15,646.63	October	21,318.75
May	21,307.51	November	29,035.69
June	16,036.10	December	35,798.79

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions

BOONE HOSPITAL CENTER
 1600 EAST BROADWAY
 COLUMBIA MO 65201
 5738153305

SSA PAPER INC
 221404858
 111

FIELD TAX NO 0000 STATEMENT COVERS PERIOD 7 COV D 8 NCD 9 10 11
 431279063 120402 122002 016

COPY

PATIENT NAME: DAVIS LARRY
 PATIENT ADDRESS: 2121 COUNTY DR COLUMBIA MO 65203

14 BIRTH DATE 15 SEX 16 MS 17 DATE 18 HR 19 DATE 20 SRC 21 D HR 22 STAT 23 MEDICAL RECORD NO
 12051970 M U 120402 16 2 7 20 01 400382

32 OCCURANCE RATE 33 OCCURANCE CODE 34 OCCURANCE DATE 35 OCCURANCE CODE 36 OCCURANCE DATE 37 OCCURANCE DATE
 38 OCCURANCE DATE 39 OCCURANCE CODE 40 OCCURANCE DATE 41 OCCURANCE CODE 42 OCCURANCE DATE

36 DAVIS, LARRY
 2121 COUNTY DR
 COLUMBIA MO 65203

a
b

42 REV. CD	43 DESCRIPTION	44 HCPCS / RATES	45 SERV. DATE	46 SERV. UNITS	47 TOTAL CHARGES	48 NON-COVERED CHARGES	49
1	120 ROOM-BOARD/SEMI	700.00		16	11200 00		
2	250 PHARMACY			241	5975 40		
3	258 IV SOLUTIONS			5	421 00		
4	270 MED-SUR SUPPLIES			79	11722 24		
5	270 MED-SUR SUPPLIES				126 00	126 00	
6	300 LAB			21	683 00		
7	301 LAB/CHEMISTRY			98	3467 00		
8	302 LAB/IMMUNOLOGY			6	586 00		
9	305 LAB/HEMOTOLOGY			10	445 00		
10	306 LAB/BACT-MICRO			1	129 00		
11	307 LAB/UROLOGY			1	39 00		
12	320 DX X-RAY			6	819 00		
13	324 DX X-RAY/CHEST			1	143 00		
14	341 NUC MED/DX			4	2676 00		
15	351 CT SCAN/HEAD			1	714 00		
16	352 CT SCAN/BODY			2	1590 00		
17	360 OR SERVICES			6	3789 00		
18	370 ANESTHESIA			2	753 00		
19	390 BLOOD/STOR-PROC			3	510 00		
20	410 RESPIRATORY SVC			27	1446 00		
21	420 PHYSICAL THERP			37	1808 00		
22	450 EMERG ROOM			4	808 00		
23	Charge page 1 of 2						

50 PAYER: BOONE COUNTY SHERRIFF
 51 PROVIDER NO: 431279063
 52 REL ST ASC: Y Y
 54 PRIOR PAYMENTS:
 55 EST. AMOUNT DUE:
 56

58 INSURED'S NAME: DAVIS LARRY
 59 P-DEL: 01
 60 CERT. - SSN - HIC - ID NO.: 496764543
 61 GROUP NAME:
 62 INSURANCE GROUP NO:
 57 **DUE FROM PATIENT >>**

63 TREATMENT AUTHORIZATION CODES: 9
 64 ESC: 9
 65 EMPLOYER NAME: UNEMPLOYED
 66 EMPLOYER LOCATION: UNKNOWN MO 65201

67 PRIN. DIAG. CD: 82322
 68 CODE: 8028
 69 CODE: 9587
 70 CODE: 2851
 71 CODE: 5180
 72 CODE: E8497
 73 CODE: 4019
 74 CODE: 2825
 75 CODE: 9588
 76 ADM. DIAG. CD: 82322
 77 E-CODE: E9689
 78: 218
 79 P.C. CODE: 7916
 80 PRINCIPAL PROCEDURE DATE: 120402
 81 OTHER PROCEDURE CODE: 7817
 82 OTHER PROCEDURE DATE: 120402
 83 OTHER PROCEDURE CODE: 8314
 84 OTHER PROCEDURE DATE: 120502
 82 ATTENDING PHYS ID: D93756 ANGLN JEFFREY O
 83 OTHER PHYS ID: D93756 ANGLN JEFFREY O

84 REMARKS: BOONE COUNTY SHERRIFF
 2121 COUNTY DR
 COLUMBIA MO 65202
 85 PROVIDER REPRESENTATIVE: DORIS DRISKILL
 86 DATE: 010803

BOONE HOSPITAL CENTER
 1600 EAST BROADWAY
 COLUMBIA MO 65201
 5738153305

SSI/PAPER

221404858

4 INFLY
 811
 111

FED TAX NO. 0000
 431279063
 STATEMENT COVERING PERIOD FROM 120402 TO 122002
 120402 122002
 7 COVD 016

COPY

12 PATIENT NAME
 DAVIS LARRY

13 PATIENT ADDRESS
 2121 COUNTY DR COLUMBIA MO 65203

14 BIRTH DATE	15 SEX	16 MS	17 DATE	18 ADMISSIONS	19 ICD	20 SRC	21 D HR	22 STAT	23 MEDICAL RECORD NO	24	25	26	27	28	29	30	31
12051970	M	U	120402	16	2	7	20	01	400382								

18 DAVIS, LARRY
 2121 COUNTY DR
 COLUMBIA MO 65203

39 CODE	VALUE CODES AMOUNT	40 CODE	VALUE CODES AMOUNT	41 CODE	VALUE CODES AMOUNT

42 REV. CD	43 DESCRIPTION	44 HCPCS / RATES	45 SERV. DATE	46 SERV. UNITS	47 TOTAL CHARGES	48 NON-COVERED CHARGES	49
460	PULMONARY FUNC			2	267 00		1
482	STRESS TEST			1	424 00		2
636	DRUGS/DETAIL CODE			7	106 00		3
710	RECOVERY ROOM			2	788 00		4
730	EKG/ECG			2	278 00		5
740	EEG			2	1835 00		6
920	OTHER DX SVS			6	132 00		7
940	OTHER RX SVS			3	891 00		8
990	PT CONVENIENCE			218	205 65		9
							10
							11
							12
							13
							14
							15
							16
							17
							18
							19
							20
							21
							22
001	TOTAL CHARGES				54776.29	126.00	23

50 PAYER: BOONE COUNTY SHERRIFF
 51 PROVIDER NO.: 431279063
 52 REL 53 ASG: Y Y
 54 PRIOR PAYMENTS:
 55 EST. AMOUNT DUE:
 56:
 57: DUE FROM PATIENT >>

58 INSURED'S NAME: DAVIS LARRY
 59 F PEL: 01
 60 CERT. - SSN - HIC. - ID NO.: 496764543
 61 GROUP NAME:
 62 INSURANCE GROUP NO.:
 A B C

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 65 EMPLOYER NAME: UNEMPLOYED
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7 PRIN. DIAG. CD: 82322
 68 CODE: 8028
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80 PRINCIPAL PROCEDURE CODE: 7916
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 83 OTHER PHYS ID: D93756 ANGLN JEFFREY O

84 REMARKS: BOONE COUNTY SHERRIFF
 2121 COUNTY DR
 COLUMBIA MO 65202
 85 PROVIDER REPRESENTATIVE: DORIS DRISKILL
 86 DATE: 010803

2/28/2003

FY 2002
Budget Amendments/Revisions
Corrections (1255)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	3/5/2002	70050	software maintenace contract		15,900	transfer duplicate budget to emergency	Consolidate H T E software maintenace in the IT budget. The IT budget is sufficient; therefore, the excess is being transferred to emergency.
2	6/20/2002	1251-92400 1255-92300	Replacement Auto/Trucks Replacement Machinery & Equip	4,385	4,385	Replace washing machine.	Corrections inmate washing machine is broken and needs to be replaced.
3	10/22/2002	37200 92300	Seminars/Conference/Meeting Replacement Machinery & Equip	660	660	Replace conveyor toaster	
4	2/7/2003	37200 59000 48100 60250 71600 48200 23501	Seminars/Conference/Meeting Gasoline Natural Gas Equipment Installation Equipment Lease Electricity Prescription Drugs	7,600	1,700 1,100 4,200 400 90 110	Cover class 2	
5	2/7/2003	48200 48300 71100 10100 85610	Electricity Water Outside Services Salary & Wages Hospital Costs	51,690	8,190 3,000 39,600 900	Cover hospital costs	

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.


March Session of the February Adjourned Term. 20 03

In the County Commission of said county, on the 6th day of March 20 03

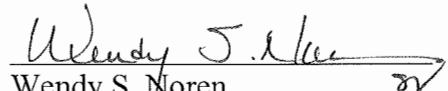
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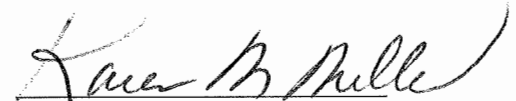
Now on this day, the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the Missouri Division of Highway Safety Hazardous Moving Violation Award of Grant Contract.


Done this 6th day of March, 2003.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

110

Form MDHS-1

CONTRACT

Cover Page

Department of Public Safety
MISSOURI DIVISION OF HIGHWAY SAFETY
 P.O. Box 104808
 Jefferson City, MO 65110-4808

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

Fax : 573-634-5977

Project Title: Hazardous Moving Viol

Project Number: 03-PT-02-25

Program Area: 02 - Police Traffic Services

Funding Code: 402

Name of Grantee
 Boone County Sheriff's Dept.

Type of Project: Initial

Started: October 01, 2002

Grantee County
 Boone

Federal Funds Benefiting

State: \$0.00

Local: \$4,978.60

Total: \$4,978.60

Grantee Address
 2121 County Dr.
 Columbia, MO 65202

Source of Funds

Federal: \$4,978.60

State: \$0.00

Local: \$0.00

Total: \$4,978.60

Telephone
 (573) 875-1111

Fax
 (573) 874-8953

Contract Period

Effective: October 01, 2002

Through: September 30, 2003

Posted to Obligation Control

JB

MDHS USE ONLY

Prepared by
 Mike Breckle

Keith Johnson

Authorizing Official

Capt Beverly Brown

Project Director

6 MARCH 2003

Date

Mar 4, 2003

Date

Director of Highway Safety

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 \$4,978.60**; 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.

110-2003



Bob Holden, Governor

February 28, 2003

Charles R. Jackson, Director
Department of Public Safety

Joyce F. Shaul, Director
Division of Highway Safety

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

Dear Sheriff Boehm:

Enclosed is a contract between the Missouri Division of Highway Safety and the Boone County Sheriff's Dept. for a Hazardous Moving Viol project.

The project obligates \$4978.60 in federal funds for the period October 1, 2002, through September 30, 2003. All expenditures should be claimed against project #03-PT-02-25.

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 Missouri Division of Highway Safety.

This contract does not become effective until the Missouri Division of 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, Public Safety Program Specialist, or Lisa Baker, Claims Auditor, at 1-800-800-BELT. We look forward to working with you and your staff.

Sincerely,

A handwritten signature in cursive script that reads "Lisa Baker".

for Joyce F. Shaul
Director

Enclosure

CONTRACT CONDITIONS - PAGE 1

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 MDHS (Missouri Division of Highway Safety) shall be that of an independent contractor, not that of a joint enterpriser. The Grantee/Contractor shall have no authority to bind the MDHS for any obligation or expense without the express prior written approval of the MDHS.
- II. **EQUIPMENT**
- A. **PROCUREMENT:** Grantees may use their own procurement regulations which reflect applicable state and local laws, rules and regulations provided they also 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 Director of MDHS 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/Contractor shall make written request to MDHS 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 MDHS, 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 MDHS 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 MDHS. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MDHS form or in a format approved by MDHS, 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 MDHS after the tenth day of each month cannot be processed until the following month. Final payment is contingent upon receipt of final voucher and supporting documentation no later than 30 days after the closing date of the contract.**
- C. **AUDITS:** Grantee/Contractor will be responsible for the required 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. Costs records and accounts pertaining to the work covered by this contract shall be kept available for inspection by representatives of the Division of Highway Safety 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 MDHS 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. MDHS 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 MDHS 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 (major 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 Division of Highway Safety 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 MDHS for approval, prior to final print and distribution. Copies of all final products are to be provided to the MDHS. The Missouri Division of Highway Safety has the right to reproduce and distribute materials as deemed appropriate.

CONTRACT CONDITIONS - PAGE 2

The Missouri Department of Public Safety, Division of Highway Safety (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, 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 Public Safety, Division of Highway Safety 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 Public Safety, Division of Highway Safety 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.

The Missouri Department of Public Safety, Division of Highway Safety further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted work. Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government, which does not participate

in work on or under the contract. The Missouri Department of Public Safety, Division of Highway Safety also agrees:

- (1) To assist and cooperate actively with the Federal Highway Administration, National Highway Traffic Safety Administration and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the Federal Highway Administration, National Highway Traffic Safety Administration and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the Federal Highway Administration and National Highway Traffic Safety Administration in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Federal Highway Administration, National Highway Traffic Safety Administration or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Missouri Department of Public Safety, Division of Highway Safety agrees that if it fails or refuses to comply with these undertakings, the Federal Highway Administration and National Traffic Safety Administration may take any or all of the following actions:
 - (a) Cancel, terminate, or suspend this agreement in whole or in part.
 - (b) Refrain from extending any further assistance to the Missouri Department of Public Safety, Division of Highway Safety under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Missouri Department of Public Safety, Division of Highway Safety; and
 - (c) Refer the case to the Department of Justice for appropriate legal proceedings.

DBE REQUIREMENTS

Policy: It is the policy of the Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.

DBE Obligation: The Missouri Division of Highway Safety or its contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 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 Missouri Division of Highway Safety has submitted and the Department has approved a minority business enterprise affirmative action program which the Missouri Division of Highway Safety 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 23, 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.

Project Director's Initials _____

CONTRACT CONDITIONS - PAGE 3**TRAINING CONTRACTS**

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

- 1) A **course schedule** must be presented to the MDHS 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 MDHS.
- 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 MDHS 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 MDHS 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 (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.

Grant officers shall make every effort to make a minimum of 3 traffic contacts per hour, which shall be in the form of a written warning or citation. This shall be adhered to except in extenuating circumstances or emergency situations.

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 MDHS 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 MDHS.

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 MDHS will fund enforcement agencies, on an overtime basis, to conduct 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 will be limited to one (1) night per month with a minimum of five (5) per contract period. Sobriety checkpoints will be operated within the hours of 10:00 p.m. to 3:00 a.m. These hours will be flexible upon request of agency and approval by MDHS project coordinator.
- 2) Advise the MDHS 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 MDHS. 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 must be on a Friday or Saturday night or holidays. Other nights may be approved in advance by the MDHS project coordinator based upon special occurrence 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 shall 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

Boone County is a urban rural type county situated in the center of the state. The population is approximately 100,000 persons and the jurisdiction covers approximately 673 square miles. The Boone County Sheriff's Department has 25 full time Deputies which include 1 full time Traffic Deputy and 2 Deputies that have duties divided between Traffic and Road Deputy duties. There is approximately 5000 miles of county maintained roadways within Boone County. The city of Columbia is located in the center of Boone County with several smaller municipalities throughout the county. County Deputies handle all crashes, non-injury, injury & fatality, that occur on county maintained roadways.

Speed related crashes account for 46% of the reported injury crashes that occurred on county maintained roadways. Hazardous moving violations account for 60% of all crashes located on county roadways. Speed related offenses accounted for approximately 72% of the hazardous moving violations. Hazardous moving violations accounted for 58% of all violations where summons were issued.

Alcohol was responsible for approximately 5% of the total reported crashes occurring on county maintained roadways. 1% of the reported injury crashes involved alcohol. Alcohol/DWI arrests accounted for approximately 10% of the hazardous moving violations.

**LAW ENFORCEMENT STATISTICAL DATA
PROBLEM IDENTIFICATION**

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

Saint Charles Road 3200
 New Haven Road 1100
 Creasy Springs Rd 4500
 Obermiller Road 1800
 Prathersville Road 4300
 Mexico Gravel Rd 950
 Vawter School Rd 2300

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
0	1	1	3	7	1	5	5	5	6	4	2	0	40

Day of Week

Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Unk	Total
6	7	7	6	5	4	5	0	40

Month of Year

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
3	1	2	3	3	3	9	6	3	3	2	2	40

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

132 DWI arrests for calendar year 2001
 1025 speeding summons for c.y. 2001

LAW ENFORCEMENT PROJECT DESCRIPTION

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

- Increase arrests related to these offenses by % over baseline data
- Decrease crashes related to these offenses by 10 % 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):**
Speeders
2. **Enforcement Location(s):**
County maintained roadways
3. **Number of Officers assigned to each enforcement period:**
4
4. **Times of enforcement periods:**
4:00 pm to 9:00 pm
5. **Duration of each enforcement period:**
4 hours
6. **Number of enforcement periods per month:**
2
7. **Days of week selected for enforcement periods:**
Weekdays (Monday thru Friday)
8. **Months (or special event) selected for enforcement periods:**
March through September
9. **Equipment, promotional, or supply items requested for this project:**

LAW ENFORCEMENT PROJECT DESCRIPTION

The hazardous moving violation enforcement program (Operation Slow Down) had been on-going for the last several years. The object of the program is to enforce the posted speed limits on county maintained roadways in an effort to decrease the number of speed related crashes. Four Deputies would be assigned to work each enforcement detail for four hours twice a month. The locations of the enforcement details would be on specified roadways where a high incident of speed related crashes occurred.

EVALUATION

The arrest data baseline will be compared to the arrest data collected at the end of the project year.

In addition to the agency evaluation, the Missouri Division of Highway Safety 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 within the contract or by the MDHS Project Coordinator
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 by the MDHS 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 #: 03-PT-02-25
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
Overtime	220	\$22.63	\$4,978.60	\$0.00	\$4,978.60

Budget Page Continued on Next Page

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			\$4,978.60	\$0.00	\$4,978.60

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, 2002
 Through
 September 30, 2003

OBLIGATION DOCUMENT

Funds are hereby obligated to this project in the amount of

\$4,978.60

_____ BY

_____ DATE

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the February Adjourned

Term. 20 03

County of Boone

In the County Commission of said county, on the

6th day of March 20 03

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

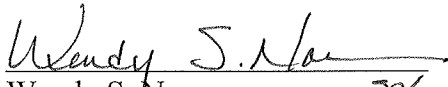
Now on this day, the County Commission of the County of Boone does hereby approve the Cooperative Agreement for Operation and Maintenance of Shared Geographic Information System between Boone County, the City of Columbia, and Boone Electric Cooperative. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 6th day of March, 2003.

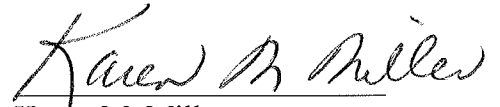


Keith Schnarre
Presiding Commissioner


ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

**COOPERATIVE AGREEMENT
FOR OPERATION AND MAINTENANCE
OF SHARED GEOGRAPHIC INFORMATION SYSTEM**

THIS AGREEMENT dated the 6 day of MARCH, 2003, is made by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri, acting by and through its county commission (referred to as "County") and the city of Columbia, Missouri, a municipal corporation, (referred to as "City"), and Boone Electric Cooperative, a rural electric cooperative, (referred to as "Cooperative").

IN CONSIDERATION OF the performance of each party's obligations set forth in this agreement, the parties agree to the following:

1. **Background and Purpose of Agreement** - This agreement is made in view of the following facts and for the following purposes:

1.1 The parties to this agreement previously entered into an agreement in 1997 to develop and fund development of a geographic information system (GIS). The GIS was to consist of a basic computerized digital mapping system using the tax maps of Boone County as base layer maps and from which each of the parties was to further develop individual digitized maps with related data bases for their own specialized uses. The initial development of the GIS was completed in 2000 and the parties funded purchase of computer file server to store GIS data which was to be accessible by fiber optic network to each of the parties for their own uses.

1.2 The parties now desire to update their original cooperative agreement by entering into a new agreement to reflect current understandings and agreements for ownership, general management, operation, maintenance, and future improvement of GIS data which is to be shared under the terms and conditions of this agreement. For purposes of this agreement, the term "shared GIS data" means and includes digital tax parcel base maps, tax parcel property record information, digital orthophotos, and any other data developed under this agreement. The purpose of this agreement is to memorialize agreements which establish an ongoing organization, relationship, and rights and responsibilities of the parties in terms of the ownership, general management, operation, maintenance, and future improvement of the shared GIS data in order to permit each party to deliver public services more efficiently.

2. **Ownership and Use of Shared GIS Data Hardware, Software and Unlicensed Computer Files** - The parties agree to the following terms and conditions for the ownership and use of the hardware, licensed software, and unlicensed computer files:

2.1 **Ownership and Control of Hardware and Licensed Software** - For purposes of this agreement, the parties acknowledge that County now owns and will continue to own the file server within which the shared GIS data is located and which

County operates and maintains. The parties further acknowledge that City owns the respective parts of the fiber optic network which transmits data from the County's shared GIS data file server to the parties. The parties also acknowledge that each party either owns and/or has software licenses for all computer applications and programs used by them individually in connection with the shared GIS data. Except as otherwise provided in this agreement, each party at its own expense shall be responsible for the continued lawful operation and maintenance of all hardware and software used by such party in connection with the shared GIS data.

2.2 Ownership and Control of Unlicensed Computer Files - For purposes of this agreement, existing and additional digital map files, image files, data files, data bases, text files and other computer files placed within the shared GIS data file server which are not subject to commercial software licenses (hereafter referred to as "server files" or "files") and which are created by a party to this agreement shall be considered owned by and subject to the control of the party which creates the files and such party shall be considered the custodian of such files. It is agreed that no one shall have access to the shared GIS data file server or use the fiber optic network connected to the server to access the programs and files on the shared GIS data file server except the parties to this agreement under the terms and conditions of this agreement. If any party places additional files on the shared GIS data file server, each party to this agreement shall be deemed licensed and authorized to download and use any such new files for its own purposes but shall not be authorized or entitled to license or otherwise distribute or permit the distribution of such data to anyone not a party to this agreement. Rather, if anyone who is not a party to this agreement is to obtain access to or otherwise use such files, access to and use of such files shall be provided by the party owning the files under such terms and conditions as that party deems appropriate. No files may be placed in the shared GIS data file server which are not retained on a computer or computer network of the party owning such files; further, all files placed or stored within the shared GIS data file server shall be identifiable to the party which created and owns such files. The party which creates and owns and controls files placed upon the shared GIS data file server shall be solely responsible and liable for any consequences resulting from the distribution or reuse of such files and the other parties to this agreement shall have no responsibility or liability for any such consequences. For purposes of City and County compliance with Missouri Open Meetings and Records law, chapter 610, RSMo, City and County shall be considered the owner and custodian of all files generated and otherwise owned by each entity individually. In order to maintain the security of the shared GIS data file server as authorized by section 610.029, RSMo, each entity shall be responsible for responding to requests for access to files owned by the entity and if the access to such files is to be provided to anyone other than a party, then access shall be provided by the party that owns such files and that access shall be provided from such party's own computers and not from the shared GIS data file server. The City and County shall each be responsible for interpreting and complying with

applicable provisions of chapter 610, RSMo, as they may apply to them with respect to shared GIS data server files owned by them and each party shall condition electronic access to and provision of copies of such files on such terms and conditions as they may separately deem lawful and appropriate. Any requests for public access erroneously received by a party who does not own or control such files shall be redirected to the proper party.

3. **General Management of Shared GIS Data** - The governing bodies of the City, County and Cooperative shall constitute the overall superintending and fiscal authorities for each of the parties to this agreement and each governing body shall have primary responsibility for policy making and fiscal decisions made by them as well a general compliance with the terms and conditions of this agreement and any future amendments thereof. In order to facilitate the continued general management and use of shared GIS data, the parties hereby establish the following management organizational structure:

3.1 **Shared GIS Data Policy Committee** - The Shared GIS Data Policy Committee shall consist of one voting representative chosen and appointed by the governing body or delegated appointing official representing a party to this agreement and the shared GIS Data manager who shall serve as a nonvoting member and technical advisor to the committee (hereafter referred to as the Policy Committee). The Policy Committee shall appoint a chairman from among its members. The committee shall meet at the call of the chairman or at the request of a majority of its voting members. A quorum for the transaction of business shall consist of a majority of the committee members. In conducting its business, actions by the Policy Committee shall be by majority of vote and shall be advisory in nature. The Policy Committee shall perform the following functions:

- Review and approve of recommendations of the Technical Committee.
- Develop and submit to each of the respective parties' annual budgets for the expenses of the shared GIS.
- Review and approve of improvements to the shared GIS as needed or required.
- Initiate or review and approve general operations and maintenance policies and procedures adopted by the shared GIS manager.

3.2 **Shared GIS Technical Committee** - The parties to this agreement shall appoint representatives to serve as technical advisors for the development and implementation of improvements or enhancements to the shared GIS as well as changes or improvements to the operations or maintenance of the system. The technical committee shall be chaired by the shared GIS manager. A quorum of the committee shall consist of a majority of the members then present and action by the committee shall be by majority vote. The technical committee shall provide review and research of technical issues which arise and require resolution in order to assure the ongoing and efficient operation, maintenance, and improvement of the shared GIS. The technical committee shall provide reports and recommendations at the direction of the Policy Committee and shall be available to

provide information and consulting to the parties as well as the Policy Committee as determined by the parties or Policy Committee.

3.3 Shared GIS Manager - The parties to this agreement hereby agree that County shall designate and appoint a qualified person employed by County to serve as the shared GIS manager; the shared GIS manager shall have the following general duties:

- Provide ongoing day-to-day management of the shared GIS with the advice of Policy and Technical Committees, including development of goals for system development and preparation of the annual operating budget for the shared GIS.
- Act as network administrator for the shared GIS and in that capacity control user access and provide user training as well as provide network security.
- Develop and implement shared standards for GIS data development and accuracy.

4. Shared GIS Administration - County shall be responsible for the general administration of the shared GIS and County shall employ all persons hired to manage and maintain the system and such persons shall be employees of the county subject to county personnel rules and regulations. County shall also act as the fiscal officer for the system, providing accounting and auditing services, and act as the purchasing and procurement agent for the system, responsible for acquiring by lease or purchase all supplies and equipment necessary to operate the system, and shall provide necessary office space and other goods and services necessary to properly administer the system. County shall provide City and Cooperative with periodic accountings (no less than quarterly) of all funds expended on the operation and maintenance of the shared GIS.

5. Funding - The parties agree to share the cost of ongoing operation, maintenance and improvement of the shared GIS equally and for that purpose shall annually budget and appropriate funds for these purposes; provided, however, that nothing in this agreement shall be construed to require the governing bodies of any party to this agreement to appropriate funds to finance the shared GIS beyond its current fiscal year and nothing in this agreement shall require the governing bodies of any party to this agreement to appropriate funds to finance their respective shared obligations under this agreement if, for any reason, the governing body of any such party determines that annual appropriations cannot be made available due to overall budgetary requirements or restraints. All annual funds appropriated for purposes of financing the obligations under this agreement shall be paid to the County annually or more frequently as deemed agreeable by the parties. Funding for the individualized services or for the specialized benefit of any respective party shall be the sole responsibility of the party which will derive benefit from such individualized or specialized services.

6. Agreement Duration, Amendment, and Termination - This agreement shall continue from year-to-year until terminated. This agreement may be amended in writing upon authorization of the governing bodies of the parties to this agreement so long as such amendment is prepared and executed with the same formality as this agreement. Any party to this agreement may

terminate its participation in and financial obligations under this agreement for any reason upon giving the other parties to this agreement at least six (6) months advance written notice of termination under authority of the governing body effecting termination. This agreement may also be terminated by any party for cause due to material breach of any term and condition of this agreement upon thirty (30) days advance written notice to the other parties of termination and with the notice stating the reasons for termination. Any party who terminates its participation in this agreement shall not be entitled to any use or benefit from the system or system facility available to the other parties under this agreement from and after the date of termination, nor shall any terminating party be entitled to recovery or recoupment of any expenditures or appropriations made under this agreement. Any party terminating this agreement shall be obligated to fulfill any financial obligation it has incurred up through and including the day of termination but shall not be responsible for the payment of any other amounts thereafter.

7. **Authority of Signatories** - Each person signing this agreement in a representative capacity on behalf of the parties of this agreement hereby affirmatively represents that all orders, ordinances, or resolutions necessary to bind each respective party to the terms and conditions of this agreement have been duly passed or enacted and that each such signatory is fully empowered and duly authorized to execute this agreement on behalf of the party represented.

8. **Binding Effect** - This agreement shall be binding upon and enure to the benefit of the parties hereto and the governing bodies which represent them for so long as this agreement remains in full force and effect.

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

CITY OF COLUMBIA

By: Raymond A. Beck
Raymond Beck, City Manager

ATTEST:

Penny St. Romaine
Penny St. Romaine, City Clerk

Approved as to Form:

Fred Keshm
City Counselor

BOONE COUNTY, MISSOURI

By: Keith Schnarre
Keith Schnarre, Presiding Commissioner

ATTEST:

Wendy S. Nojen
Wendy Nojen, County Clerk

Approved as to Form:

[Signature]
County Counselor

BOONE ELECTRIC COOPERATIVE

By: *Joe Bullard*
Chairman, Board of Directors

ATTEST:

Nathan K. Martin
Secretary, Board of Directors

CERTIFICATION:

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

no encumbrances required ^{3/4/03}
Auditor *by* *re* Date

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

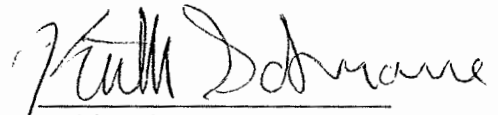
March Session of the February Adjourned Term. 20 03

In the County Commission of said county, on the 6th day of March 20 03

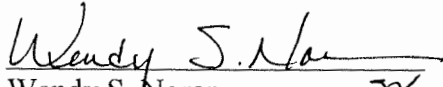
the following, among other proceedings, were had, viz:

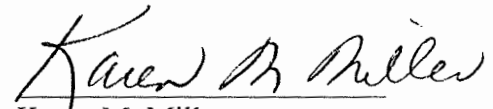
Now on this day, the County Commission of the County of Boone does hereby approve the Cooperative Agreement for Operation and Maintenance of Shared Geographic Information System between Boone County, the City of Columbia, and Boone Electric Cooperative. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

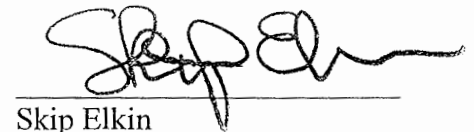
Done this 6th day of March, 2003.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

State of Missouri)
County of Boone) ss.
City of Columbia)

I, the undersigned, City Clerk of the City of Columbia,
Missouri, certify that the above the foregoing instrument is a true and exact copy of

Ordinance No. 17659

as the same appears recorded in the council records of said city in my custody in my
office in the Daniel Boone Building.

In Witness Whereof, I have hereto set my hand and
affixed the corporate seal of said city, this

22nd day of April, 2003

Penny St. Romaine
Penny St. Romaine
City Clerk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.


March Session of the February Adjourned Term. 20 03

In the County Commission of said county, on the 6th day of March 20 03


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


Now on this day, the County Commission of the County of Boone does hereby approve Contract Amendment #8 with the Missouri Division of Family Services. It is further ordered that the Presiding Commissioner be hereby authorized to sign said amendment.

Done this 6th day of March, 2003.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

NR 886 5663 400 2095

Contract No. AOC8000200

CONTRACT AMENDMENT
NO. 8

The subject Agreement for Child Assessment Center Services entered into on October 1, 1997 between the Missouri Division of Family Services and Boone County, Missouri is hereby amended as follows:

The agreement shall continue in full force and effect through June 30, 2003.

Paragraph #4 is modified as follows: "4. The contractor agrees to provide the services and activities defined and described herein, during the contract year June 1, 2002 through June 30, 2003, for the sum of \$180,577.00. The contractor further agrees to spend the aforementioned \$180,577.00 in accordance with the budget categories and amounts indicated in Exhibit B-1, the proposed budget for the "Rainbow House Regional Child Advocacy Center," attached to this agreement. However, with prior approval of the Division, the contractor may transfer funds between budgeted categories. Exhibit B-1 is attached hereto, and is made a part of this agreement, as if said Exhibit were set forth fully herein.

This amendment shall be effective June 1, 2002. All other terms and conditions of the contract, or any amendment thereto, shall remain unchanged. In witness thereof, the parties hereto execute this agreement.

Keith Schumme

Authorized Representative,
Boone County, Missouri

112-2003

Shari Allen

Deputy Director,
Division of Family
Services

10-02-03

6 MARCH 2003
Date

CERTIFICATION:

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

John E. [Signature]

Auditor Date 12/4/03
1420-84200

Rainbow House Regional Child Advocacy Center
 State Grant Budget
 June 1, 2002 - May 31, 2003
 Revised January 2003

Category	Total	
Salaries		\$93,808.00
CAC Coordinator/ Interviewer(1.0 FTE)	\$36,093.00	
CAC Resource Assistant (1.0 FTE)	\$22,600.00	
Executive Director/Development	\$17,715.00	
Therapist/Interviewer	\$9,000.00	
Office Staff	\$8,400.00	
Payroll Taxes	\$7,597.00	\$7,597.00
Employee Benefits		\$10,231.00
Simple IRA Match	\$2,348.00	
Health Insurance	\$7,883.00	
Professional Fees		\$28,100.00
Regional Interviewer (2)	\$24,500.00	
Accountant	\$2,500.00	
Legal	\$1,000.00	
FDP Charges	\$100.00	
Supplies	\$3,300.00	\$3,300.00
Telephone	\$4,500.00	\$4,500.00
Postage and Shipping	\$1,850.00	\$1,850.00
Occupancy		\$6,974.00
Utilities	\$3,563.00	
Repairs and Maintenance	\$3,411.00	
Maintenance & Equipment Rental	\$710.00	\$710.00
Printing and Publications	\$3,485.00	\$3,485.00
Membership & Dues	\$500.00	\$500.00

*Rainbow House Regional Child Advocacy Center
State Grant Budget
June 1, 2002 - May 31, 2003
Revised January 2003*

Travel & Transportation	\$7,175.00	\$7,175.00
Conferences & Meetings	\$4,722.00	\$4,722.00
Insurance	\$6,125.00	\$6,125.00
Capital Improvement/Major Equipment	\$1,500.00	\$1,500.00
	TOTAL	\$180,577.00

Auditor copy

RECEIVED
FEB 24 2003



MISSOURI
DEPARTMENT OF SOCIAL SERVICES
DIVISION OF FAMILY SERVICES
P.O. BOX 88
JEFFERSON CITY
65103
TELEPHONE: 573-751-3221

BOB HOLDEN
GOVERNOR

RELAY MISSOURI
for hearing and speech impaired
TEXT TELEPHONE
1-800-735-2966
VOICE
1-800-735-2466

February 20, 2003

Attn: June Pitchford
Wendy S. Noren, County Clerk
Boone County, Missouri
801 E. Walnut, #236
Columbia, MO 65201

Dear Ms. Pitchford:

This is in regard to the contract between the Division of Family Services (DFS) and Boone County, Missouri, for Child Assessment Center (CAC) Services.

DFS approves your recent request to revise the CAC budget. This budget replaces the previous Exhibit B and is labeled as Exhibit B-1 and is made a part of the contract agreement (see attached).

If you have any questions, please contact Cindy Gibson, Program Development Specialist, via telephone at (573) 751-9603 or, me at (573) 751-2075.

Sincerely,

Dirk B. Elrod
Assistant Contract Administrator

cc: Cindy Gibson, DFS
Sharon Tepper/Lisa Judd, CAC

RECEIVED
FEB 24 2003
BOONE COUNTY CLERK

2/26/03

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

DATE

2945

Rainbow House

573-474-3558

VENDOR NO.

VENDOR NAME

PHONE #

2302 N Oakland Gravel Road

Columbia

MO

65202

ADDRESS

CITY

STATE

ZIP

BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

112-2003

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) attached (>\$750 to \$4,449)
- <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750)
- Professional Services (see Purchasing Policy Section 3-103)

- Transaction Not Subject To Bidding For The Following Reason:
- Utility
 - Travel
 - Dues
 - Refund
 - Cooperative Agreement
 - Other (Explain): Grant
 - Training
 - Pub/Subscriptions
 - Required Gov Payment
 - Agency Fund Distribution

#

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship To Department # 1420

Bill To Department # 1420

Department				Account				Item Description	Qty	Unit Price	Amount
1	4	2	0	8	4	2	0 0	Jan – May 2003 Child Advocacy Grant	1	79,811.00	79,811.00

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Requesting Official

Auditor Approval

Revised 04/02

CLERK'S OFFICE

*DO NOT UNSTAPLE THESE PAGES

*THE ONLY ACTION NEEDED IS TO WRITE THE
COMM ORDER # ON THE FORM AND RETURN TO
AUDITOR'S OFFICE.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the February Adjourned Term. 20 03

In the County Commission of said county, on the 6th day of March 20 03

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 changes to the Boone County Boards and Commissions that were affected by the redistricting of Boone County Townships:

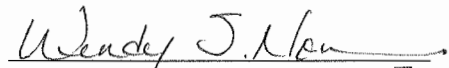
- Jim Wharton, Building Code Board of Appeals, will now be serving Katy Township,
- James Cunningham, Road and Bridge Advisory Board, will now be serving Three Creeks Township, and
- Kristen Heitkamp, Planning and Zoning Commission, will now be serving Katy Township.

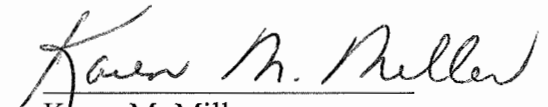
Done this 6th day of March, 2003.



Keith Schnarre
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner