

CERTIFIED COPY OF ORDER

September Session of the July Adjourned 05

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

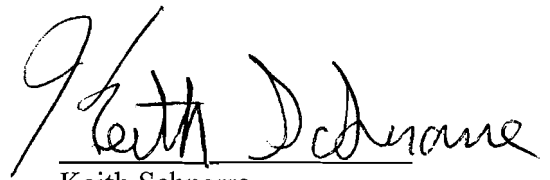
26th day of September 20 05

In the County Commission of said county, on the

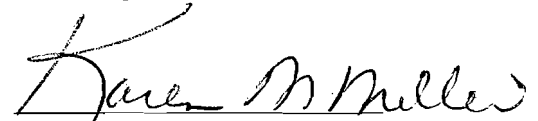
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the Missouri Department of Transportation Highway Safety Division Sobriety Checkpoint grant award contract (\$7,704.85).

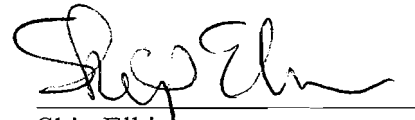
Done this 26th day of September, 2005.



Keith Schnarre
Presiding Commissioner

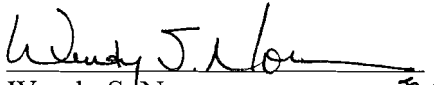


Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Missouri
Department
of Transportation



Pete K. Rahn, Director

Highway Safety Division
2211 St. Marys Blvd.
P. O. Box 270
Jefferson City, MO 65102
(573) 751-4161 or
(800) 800-BELT
Fax (573) 634-5977
www.modot.mo.gov

September 7, 2005

Sheriff Dwayne Carey
Boone County Sheriff's Dept.
2121 County Dr.
Columbia, MO 65202

Dear Sheriff Carey:

Enclosed is a contract between the Highway Safety Division and the Boone County Sheriff's Dept. for a Sobriety Checkpoint project.

The project obligates \$7,704.85 in federal funds for the period October 1, 2005, through September 30, 2006. All expenditures should be claimed against project #06-J7-03-10.

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,

Lisa Baker

for Scott Turner
Program Administrator

Enclosure

CONTRACT

Form HS-1

Cover Page

Missouri Department of Transportation
HIWAY SAFETY DIVISION
P.O. Box 270
Jefferson City, MO 65102

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

Fax : 573-634-5977

Project Title: Sobriety Checkpoint

Project Number: 06-J7-03-10

Program Area: 03 - Alcohol

Funding Code: 410

Type of Project: Initial

Started: October 01, 2005

Name of Grantee
Boone County Sheriff's Dept.

Grantee County
Boone

Grantee Address
2121 County Dr.
Columbia, MO 65202

Federal Funds Benefiting

State: \$0.00

Local: \$7,704.85

Total: \$7,704.85

Source of Funds

Federal: \$7,704.85

State: \$0.00

Local: \$0.00

Total: \$7,704.85

Telephone
(573) 875-1111

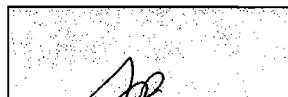
Fax
(573) 874-8953

Contract Period

Effective: October 01, 2005

Through: September 30, 2006

Posted to Obligation Control



HS USE ONLY

Prepared by
Mike Breckle

Keith Schuman

Authorizing Official

26 SEPT 2005

Date

Capt Beverly Braun

Project Director

9-23-05

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 \$7,704.85**; 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.

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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.
- C. **VEHICLE PURSUITS:** Agencies are strongly encouraged to adopt and follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.
- VI. **PRODUCTION & DEVELOPMENT COSTS:** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety funding supported this effort. 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.

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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 Missouri Department of Transportation 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.

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,

- 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.

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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

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. 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)

Officers working more than 8 hours of overtime in one day require approval from MHTC.

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 occurring on county-maintained roadways. In 2002, there were two fatalities related to alcohol and one related to speed & inattention; in 2003 and 2004 no fatalities occurred. The number of alcohol-related injury crashes during 2003 was 25, in 2004 the total was 19 injured. The number of fatalities was reduced as were the number of injury accidents through the efforts of Departmental saturations and checkpoints. There is no one area or time of day that is greater than another intoxicated drivers operated motor vehicles any day, at any time.

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LAW ENFORCEMENT STATISTICAL DATA PROBLEM IDENTIFICATION

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

Creasy Springs Road (daily count 2700 vehicles), St Charles Rd (daily count 1800 vehicles), New Haven Rd (daily count 860), Prathersville Rd (daily count 1100 vehicles), Scott Blvd/Vawter School Rd (daily count 3700 vehicles)

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
12	2	7	22	16	25	14	33	27	19	10	10		197

Day of Week

Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Unk	Total
26	34	25	31	29	31	21		197

Month of Year

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
21	17	15	21	16	21	14	17	16	13	9	17	197

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

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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):
Alcohol and Drug impaired Drivers
2. Enforcement Location(s):
Boone County
3. Number of Officers assigned to each enforcement period:
Saturations – 3/Checkpoints - 2
4. Times of enforcement periods:
11:00p.m. to :00a.m.
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
8. Months (or special event) selected for enforcement periods:
May thru September
9. Equipment, promotional, or supply items requested for this project:
n/a

CB

LAW ENFORCEMENT PROJECT DESCRIPTION

PROJECT NARRATIVE:

The DWI program at the Boone County Sheriff's Department has been active for the last 9 years. It has undergone several changes within this time period from strictly checkpoints to a combinations of saturations and checkpoints.

Five Deputies are assigned to each DWI saturation to patrol roadways within Boone County. Deputies assigned would place an emphasis on areas where alcohol-related crashes have occurred or alcohol-related incidents have occurred in the past. Three saturations would be conducted with the county with five deputies working for 5 hours, this is one hour for a briefing and four hours on patrol.

The DWI checkpoint program has been adapted to meet expectations of the Administration as well as the expectations of the county residents. Two checkpoints would be conducted within the county, locations for these checkpoints would be determined at a later date after looking at the alcohol statistics. One possible location would be on Highway 63 south bound which would assist in meeting the goal of the Missouri Blueprint during the alcohol initiative times. The checkpoint activity would be 20 deputies assigned or volunteers, consisting of one Checkpoint Supervisor and 19 Deputies. The activity would be scheduled from 11:00p.m. until 3:00s.m.. This timeframe encompasses one hour for briefing and set up and four hours that the checkpoint is actually in operation. A Drug Recognition Expert would be available to conduct evaluations on drug impaired drivers.

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EVALUATION

The coordinator will compare the results to prior years and evaluate the effectiveness of the saturations and checkpoints.

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.**

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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			\$7,704.85	\$0.00	\$7,704.85

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, 2005
Through September 30, 2006

OBLIGATION DOCUMENT

Funds are hereby obligated to this project in the amount of

\$7,704.85

BY _____ DATE _____

BB

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 05

In the County Commission of said county, on the

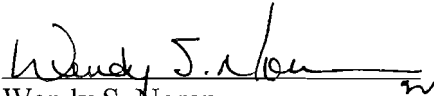
26th day of September 20 05

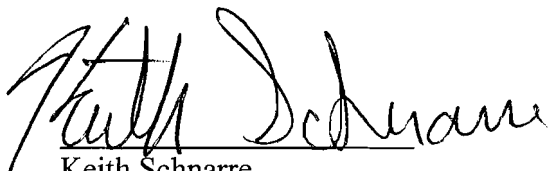
the following, among other proceedings, were had, viz:

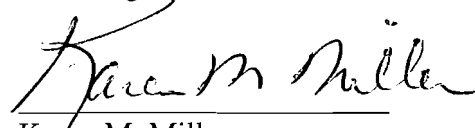
Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the Missouri Department of Transportation Highway Safety Division Hazardous Moving Violation grant award contract (\$17,356.80).

Done this 26th day of September, 2005.

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
Department
of Transportation



Pete K. Rahn, Director

Highway Safety Division
2211 St. Marys Blvd.
P. O. Box 270
Jefferson City, MO 65102
(573) 751-4161 or
(800) 800-BELT
Fax (573) 634-5977
www.modot.mo.gov

September 7, 2005

Sheriff Dwayne Carey
Boone County Sheriff's Dept.
2121 County Dr.
Columbia, MO 65202

Dear Sheriff Carey:

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

The project obligates \$17,356.80 in federal funds for the period October 1, 2005, through September 30, 2006. All expenditures should be claimed against project #06-PT-02-26.

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,

for
Scott Turner
Program Administrator

Enclosure

CONTRACT

Form HS-1

Cover Page

Missouri Department of Transportation
HIGHWAY SAFETY DIVISION
P.O. Box 270
Jefferson City, MO 65102

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: 06-PT-02-26
Program Area: 02 - Police Traffic Services
Funding Code: 402

Type of Project: Initial
Started: October 01, 2005

Federal Funds Benefiting
State: \$0.00
Local: \$17,356.80
Total: \$17,356.80

Source of Funds
Federal: \$17,356.80
State: \$0.00
Local: \$0.00
Total: \$17,356.80

Contract Period
Effective: October 01, 2005
Through: September 30, 2006

Posted to Obligation Control



HS USE ONLY

Prepared by
Mike Breckle

Keith Schuman

26 SEPT 2005

Authorizing Official

Date

Capt Beverly Brown

9-23-05

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 \$17,356.80**; 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.

BB

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.
- C. **VEHICLE PURSUITS:** Agencies are strongly encouraged to adopt and follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.
- VI. **PRODUCTION & DEVELOPMENT COSTS:** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety funding supported this effort. 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.

6.0

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 Missouri Department of Transportation 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.

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,

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.

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

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. 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)

Officers working more than 8 hours of overtime in one day require approval from MHTC.

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 crashes occurring on county maintained roadways has increased over the last year. The contributing circumstances for the crashes have remained constant, these being speed and alcohol. Complaints from county residents and also statistics on crash locations indicate that the roadways of Creasy Springs Road, St Charles Road, Mt. Zion Church Road, Frink Road, Brown School Road, Lake of the Woods Road and New Haven Road. These roadways as well as Subdivisions in the county would be focused on but not limited to areas that would be worked during the Operation Slow Down program. The time frame when the majority of crashes are occurring are approximately from 4:00p.m. to 10:00p.m. This time frame is when schools release for the day, when workers are going to and coming from work, and college age individuals are preparing for evening activities. The Operation Slow Down program gives Department personnel assigned to this initiative a chance to work areas of resident complaints as well as conduct some public relations within the established county Subdivisions.

Funds for this project may also be utilized during any corridor enforcement project, Operation H.E.A.T., work zone enforcement, Click It or Ticket campaign, You Drink & Drive, You Lose campaign or any other national or state mobilization effort in conjunction with or at the direction of the Highway Safety Division.

LAW ENFORCEMENT STATISTICAL DATA PROBLEM IDENTIFICATION

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

Creasy Springs Road (approximetly 2700 vehicles), St Charles Rd (approximately 1800 vehicles), County Subdivisions - El Chapearral, Georgetown, Sunrise Estates, Clearview Estates (approximately 2000 vehicles total), Scott Blvd/Vawter School (approximately 3500 vehicles), Lake of the Woods Rd (approximately 1000 vehicles)

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
12	2	7	22	16	25	14	33	27	19	10	10		197

Day of Week

Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Unk	Total
26	34	25	31	29	31	21		197

Month of Year

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
21	17	15	21	16	21	14	17	16	13	9	17	197

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

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 % 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, Aggressive Drivers 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:
4:00p.m. to 10:00p.m.
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 thru Friday
8. Months (or special event) selected for enforcement periods:
All
9. Equipment, promotional, or supply items requested for this project:
none



LAW ENFORCEMENT PROJECT DESCRIPTION

PROJECT NARRATIVE:

The program is Operation Slow Down. Four deputies are assigned to areas where citizen complaints are received and statistics show are high crash areas. The assigned personnel work for four hours in the specified areas enforcing the traffic laws. Deputies will focus their enforcement activities on speeders, aggressive drivers and impaired drivers violating hazardous moving violations. While the time period for the enforcement activities will remain constant, the weekdays will vary monthly. The enforcement periods will be scheduled twice a month utilizing four Deputies.

RB

EVALUATION

The project coordinator will keep statistics for each month and at the end of the grant time frame will evaluate the effectiveness of the program within the parameters set forth in the goals and re-evaluate locations, times and personnel as necessary.

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.**

c R.B

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			\$17,356.80	\$0.00	\$17,356.80

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, 2005
Through September 30, 2006

OBLIGATION DOCUMENT

Funds are hereby obligated to this project in the amount of

\$17,356.80

BY **DATE**

B.P.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the July Adjourned Term. 20 05

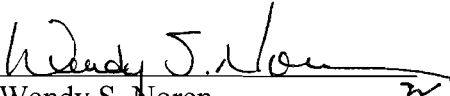
In the County Commission of said county, on the 26th day of September 20 05

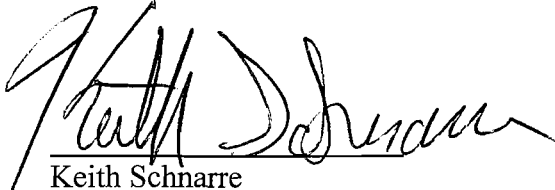
the following, among other proceedings, were had, viz:

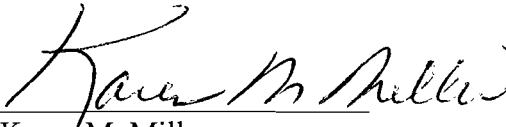
Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the Missouri Department of Transportation Highway Safety Division Full Time Traffic Unit grant award contract (\$165,699.26).

Done this 26th day of September, 2005.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission

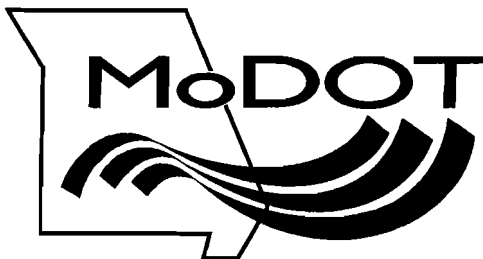

 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

387-2005

Missouri
Department
of Transportation



Pete K. Rahn, Director

Highway Safety Division
2211 St. Marys Blvd.
P. O. Box 270
Jefferson City, MO 65102
(573) 751-4161 or
(800) 800-BELT
Fax (573) 634-5977
www.modot.mo.gov

September 7, 2005

Sheriff Dwayne Carey
Boone County Sheriff's Dept.
2121 County Dr.
Columbia, MO 65202

Dear Sheriff Carey:

Enclosed is a contract between the Highway Safety Division and the Boone County Sheriff's Dept. for a Full Time Traffic Unit project.

The project obligates \$165,699.26 in federal funds for the period October 1, 2005, through September 30, 2006. All expenditures should be claimed against project #06-PT-02-24.

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,

Lisa Baker

for Scott Turner
Program Administrator

Enclosure

CONTRACT

Form HS-1

Cover Page

Missouri Department of Transportation
HIGHWAY SAFETY DIVISION
P.O. Box 270
Jefferson City, MO 65102

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

Fax : 573-634-5977

Project Title: Full Time Traffic Unit
Project Number: 06-PT-02-24
Program Area: 02 - Police Traffic Services
Funding Code: 402

Type of Project: Initial
Started: October 01, 2005

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

Federal Funds Benefiting
State: \$0.00
Local: \$165,699.26
Total: \$165,699.26

Source of Funds
Federal: \$165,699.26
State: \$0.00
Local: \$0.00
Total: \$165,699.26

Contract Period
Effective: October 01, 2005
Through: September 30, 2006

Posted to Obligation Control

BB

HS USE ONLY

Prepared by
Mike Breckle

Keith Schuman

26 SEPT 2005

Authorizing Official

Date

Capt Beverly Brown

9-23-05

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 \$165,699.28; 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.

BB

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.
- C. **VEHICLE PURSUITS:** Agencies are strongly encouraged to adopt and follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

VI. **PRODUCTION & DEVELOPMENT COSTS:** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety funding supported this effort. 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.

(LB)

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 Missouri Department of Transportation 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.

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,

- 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.

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 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

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. 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)

Officers working more than 8 hours of overtime in one day require approval from MHTC.

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

Boone County has experienced an increase in serious injury and fatality crashes in the past year. Statistics show that increases in the areas of Creasy Springs Road, US highway 63, and State Route Z have been in excess of 50%.

Only one (1) Deputy is specifically assigned to traffic enforcement, other Deputies do so as part of regular patrol duties. Patrol duties include calls for service, serving civil papers, etc. Concentration on traffic issues occur primarily during overtime enforcement projects. Overtime projects are coordinated by the full time Traffic Deputy. The Traffic Deputy is responsible for crash investigations, working complaint areas (complaints from county residents), coordination of overtime projects, educational programs within the community, compiling statistics in reference to traffic issues, assisting patrol as needed and any other duties assigned by the Department Administration.

Boone County intends to develop a full-time three (3) person traffic unit to meet the expectations of the residents of Boone County and to also assist in meeting the goals of the Missouri Blueprint for Safer Roadways. In 2001 a study was conducted and one of the areas looked at was traffic enforcement. It was determined that "traffic enforcement should receive greater attention". The determination of the staffing study was that an additional two (2) Deputies be added for traffic enforcement.

The unit will not only conduct proactive traffic enforcement but also develop and coordinate special traffic enforcement activities to include the entire Department and also other local agencies.

cb

LAW ENFORCEMENT STATISTICAL DATA PROBLEM IDENTIFICATION

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

Creasy Springs Road (approximately 2700 vehicles), St Charles Rd (approximately 1800 vehicles), County Subdivisions - El Chaparral, Georgetown, Sunrise Estates, Clearview Estates (approximately 2000 vehicles total), Scott Blvd/Vawter School (approximately 3500 vehicles), Lake of the Woods Rd (approximately 1000 vehicles)

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
12	2	7	22	16	25	14	33	27	19	10	10		197

Day of Week

Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Unk	Total
26	34	25	31	29	31	21		197

Month of Year

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
21	17	15	21	16	21	14	17	16	13	9	17	197

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

BB

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 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):
Motoring Public utilizing county maintained roadways
2. Enforcement Location(s):
Countywide
3. Number of Officers assigned to each enforcement period:
3
4. Times of enforcement periods:
all
5. Duration of each enforcement period:
all
6. Number of enforcement periods per month:
N/A
7. Days of week selected for enforcement periods:
all
8. Months (or special event) selected for enforcement periods:
all
9. Equipment, promotional, or supply items requested for this project:
See list on budget page

BB

LAW ENFORCEMENT PROJECT DESCRIPTION

PROJECT NARRATIVE:

The proactive traffic unit will develop projects that retard the traffic crashes with saturations, sobriety checkpoints, speed enforcement and traffic education. Coordinated efforts with other local agencies will be developed and implemented in high crash areas as defined by statistics. Project ideas include an educational program in partnership with Think First based at Rusk Rehab Center presenting safe driving issues to young drivers. The Traffic Unit would also participate in statewide initiatives to include Click It or Ticket campaign, You Drink, You Drive, You Lose campaign and other statewide and nationwide campaigns.

To accomplish the proposed tasks, each of the Traffic Units would be equipped with FST portable breath testers, a radar unit, in-car video system and other standard equipment used by Deputies. Currently the Boone County Sheriff's Department has five (5) FST PBTs, three of these are allocated to the school resource program and two to patrol. Currently there are 24 radar units in use by the Department all allocated to the patrol division, and at this time approximately 95% of all patrol vehicles are equipped with in-car video systems. The Boone County Sheriff's Department will fund the Sargeant to supervise the Deputies assigned to the Traffic Unit.

This project will be a three (3) year partnership with the Office of Highway Safety Division based on a 100% first year, 75% second year and a 50 % third year contract.

BB

EVALUATION

Review projects developed and implemented to determine the effect on the driving habits of the motoring public on county maintained roadways.

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

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			\$165,699.26	\$0.00	\$165,699.26

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, 2005
Through
September 30, 2006

OBLIGATION DOCUMENT

Funds are hereby obligated to this project in the amount of

\$165,699.26

BY

DATE

BB.

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 05

In the County Commission of said county, on the

26th day of September 20 05

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

Now on this day the County Commission of the County of Boone does hereby approve the request by Clifton and Linda Nahler to rezone from A-1 (Agriculture) to A-2 (Agriculture) on 32 acres, more or less, located at 12801 S. Highway DD, Ashland.

Done this 26th day of September, 2005.

Keith Schnarre
Presiding Commissioner

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 05

County of Boone

In the County Commission of said county, on the

26th

day of

September

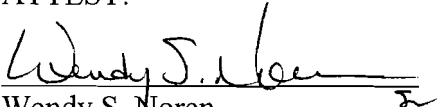
20 05

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

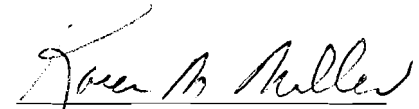
Now on this day the County Commission of the County of Boone does hereby approve the petition submitted by Michael A Weil and Kimberly Woods to vacate and re-plat Weil Subdivision (located on Highway NN south of Stidham Road). Said vacation is not to take place until the re-plat is approved.


Done this 26th day of September, 2005.

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.

September Session of the July Adjourned

Term. 20 05

In the County Commission of said county, on the

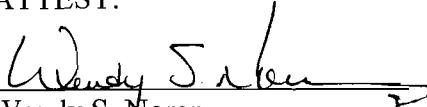
26th day of September 20 05

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

Now on this day the County Commission of the County of Boone does hereby table the petition submitted by owners of lots 1 through 4 of Maple Lawn Subdivision to vacate the road easement for Ely Avenue (located adjacent to Highway 40).

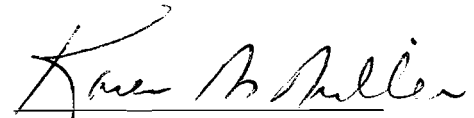
Done this 26th day of September, 2005.

ATTEST:

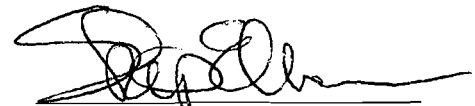

 Wendy S. Noren
 Clerk of the County Commission



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.

September Session of the July Adjourned

Term. 20 05

In the County Commission of said county, on the

26th

day of September

20 05

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

Now on this day the County Commission of the County of Boone does hereby receive and accept Myers Plat. It is further ordered that the Presiding Commissioner be hereby authorized to sign said plat.

Done this 26th day of September, 2005.

Keith Schnarre
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the July Adjourned

Term. 20 05

In the County Commission of said county, on the

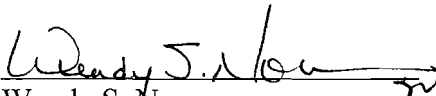
26th day of September 20 05

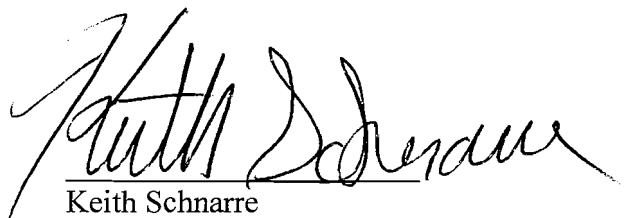
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 10-23FEB05 for High Density Shelving Filing System to Connor Business Systems. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

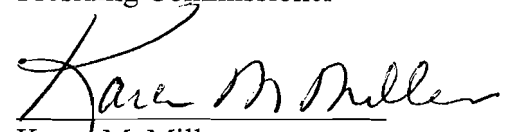
Done this 26th day of September, 2005.

ATTEST:

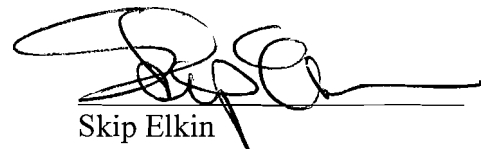

 Wendy S. Noren
 Clerk of the County Commission



Keith Schnarre
 Presiding Commissioner



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

386-2005

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: September 19, 2005
RE: 10-23FEB05 – High Density Shelving Filing System

The Bid for the High Density Shelving Filing System for the Assessor's office closed on February 23, 2005. Eight bids were received. Recommendation for award is to Conner Business Systems for submitting the lowest bid meeting the minimum specifications. There were four bids lower than Conner, but did not meet specifications as detailed below:

Low Bid: CORPORATE EXPRESS - DATUM MOBILE TRAK 5

Does not meet minimum specifications:

- Non-grouted track (requires periodic re-leveling of track) 2.2.1.1
(Grouted Track was specified...this is a more durable/stable installation)
- No 3-Spoke handle design (disc handle) 2.2.4.1
- Self-edge laminate end-panels only (Aluminum trim edge specified) 2.2.6.7
- Non-textured paint finish (Textured specified) 2.2.6.8
- Paragraph 2.5.6. "Deviations shall be listed on separate sheet of paper". This Offeror did not meet this specification. Although they could have offered upgraded systems to meet the required specifications, they failed to note the deviations from the specifications on their bid.

2nd Low Bid: SAFE BUSINESS SYSTEMS - DIRECTLINE LP3

Does not meet minimum specifications:

- Low Profile with smaller 3" wheel. (Specs state High-Profile, 5" wheel with min. 1,000) 2.2.3
- No 2" wide deck support channels connected to tracks (Shims only) 2.2.2.5
- Plastic (vinyl) trim edge on End-Panels (Aluminum trim edge specified) 2.2.6.7
- Non-textured paint finish (Textured specified) 2.2.6.8

- Mfg. less than 10 years.
- Paragraph 2.5.6. “Deviations shall be listed on separate sheet of paper”. This Offeror did not meet this specification. Although they could have offered upgraded systems to meet the required specifications, they failed to note the deviations from the specifications on their bid.

3rd Low Bid: WAREHOUSE ONE - DIRECTLINE LP3

Does not meet minimum specifications:

- Low Profile up to 1,000 lbs. (Specs state High-Profile with min. 1,000)
- No 2” wide deck support channels connected to tracks (Shims only) 2.2.2.5
- Plastic (vinyl) trim edge on End-Panels (Aluminum trim edge specified) 2.2.6.7
- Non-textured paint finish (Textured specified) 2.2.6.8
- Mfg. less than 10 years.
- Paragraph 2.5.6. “Deviations shall be listed on separate sheet of paper”. This Offeror did not meet this specification. Although they could have offered upgraded systems to meet the required specifications, they failed to note the deviations from the specifications on their bid.

4th Low Bid: CONCEPTS FOR BUSINESS – AURORA LP

Does not meet minimum specifications:

- Low Profile with smaller 3” wheel. (Specs state High-Profile, 5” wheel with min. 1,000) 2.2.3
- No 2” wide deck support channels connected to tracks (Shims only) 2.2.2.5
- Paragraph 2.5.6. “Deviations shall be listed on separate sheet of paper”. This Offeror did not meet this specification. Although they could have offered upgraded systems to meet the required specifications, they failed to note the deviations from the specifications on their bid.

5th Low Bid: CONNER BUSINESS SYSTEMS – TAB PRODUCTS – TAB-TRAC – MEETS SPECIFICATION

Total cost of contract is \$14,985 and will be paid out of department 2010 - Assessment, account number 92100 – Replacement Furniture and Fixtures. The original budget is \$18,000.

Please find attached a copy of the bid tabulation for your review.

ATT: Bid Tabulation

cc: Tom Schauwecker, Boone County Assessor
Bid File

BID TABULATION

10-23FEB05 - High Density Shelving Filing System

4.7.	PRICING		Safe Business Systems	Concepts for Business	Corporate Express	Conner Business Systems	Warehouse One	Commercial Concepts	Inside the Lines	Peterson Group
4.7.1.	Cost of High Density Mobile Shelving System per Section 2		\$ 11,567.00	\$ 14,300.00	\$11342.48 Non - Grouted System	\$14985.00 See alternate bids on response form	\$ 11,993.87	\$ 16,905.89	\$ 17,256.00	\$ 16,990.00
4.7.2.	System Brand and Model		Direct Line LP-3	Aurora Low Profile	Datum Mobile Trak 5 System	Tab Products Tab-trac	Space Pro (directline)	Mayline	Holga Roll-x	Spacesaver
4.7.3.	Total Filing Inches in Proposed System		6,384	6,384	6,048	6,384	6,384	7,729	6,825	6,384
4.7.4.	After Notice to Proceed is issued, contractor will begin work on this project within __ days.		45 Days	45 Days	30Days	30 Days	30-45 Days	No Response	15-17 Days	14-21 Days
4.7.5.	Project will be completed within __ business days after first day of work commencement.		5 Days	3 Days	2.5 Days	2-3 Days	3 Days	30-45 Days	5 Days	5 Days
4.9	Coop	Yes/No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4.10	3 References		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

No Bid

Samco Business

Missouri Office Systems Supplies, Inc.

Opened By:

Recorded By: Melinda Bobbitt

Date: 2/23/2005

Time: 1:30 PM

**PURCHASE AGREEMENT FOR
HIGH DENSITY MOBILE SHELVING FILING SYSTEM**

THIS AGREEMENT dated the 26 day of SEPT 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Conner Business Systems**, 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 the furnishing, delivery and installation of a **High Density Mobile Shelving Filing System**, bid number **10-23FEB05** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, Prevailing Wage Order #11, as well as the Contractor's bid response dated February 22, 2005, executed by Brian Conner, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and 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 terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and Prevailing Wage Order #11 shall prevail and control over the Contractor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with a high density shelving filing system for a total contract cost of \$14,985.00.
3. **Delivery** - Contractor agrees to deliver the equipment and begin installation per the bid specifications and within 30 days after receipt of purchase order. Contractor agrees that project will be completed within 2-3 business days after first day of work commencement.
4. **Billing and Payment** - All billing shall be invoiced to the Boone County Assessor Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of a correct invoice; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. 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.
5. **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.

6. **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.

7. **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 if delivery of products is delayed or products delivered are not In conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

CONNER BUSINESS SYSTEMS

By *Brian Conner*
Title *V.P.*

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, 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 in a measurable county obligation at this time.)

Jane A. Pitchford
Signature *by se*

9/20/05
Date

2010/92100/\$9,400.00
Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the July Adjourned

Term. 20 05

In the County Commission of said county, on the

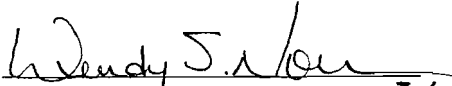
26th day of September 20 05

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

Now on this day the County Commission of the County of Boone does hereby approve the request from the Juvenile Justice Center to transfer the music instructor (position number 670) from budget 1243 – Judicial Grants to 1242 – Juvenile Justice Center.

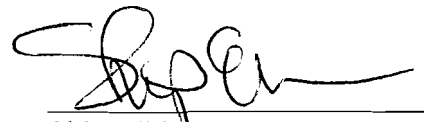
Done this 26th day of September, 2005.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

ROBERT L. PERRY JUVENILE JUSTICE CENTER
Memorandum

MEMO TO: Boone County Commission
FROM: Kirk Kippley *Kirk Kippley*
DATE: September 19, 2005
IN RE: Transferring of Position Music Instructor Position Number 670 from
 1243-Judicial Grants to 1242- Juvenile Justice Center

On February 24, 2005, the Boone County Commission authorized the position of Music Instructor in the 1243 Judicial Grants Budget. This position was funded through the Department of Public Safety Juvenile Accountability Block Grant. The grant is to end on September 30, 2005. Due to grant funding being greatly reduced, this position will no longer be funded through the grant.

The residents at the Juvenile Justice Center have enjoyed the opportunity to learn keyboarding. Therefore, we would like to continue the opportunity for them to learn. Due to the scheduling of summer school, there are remaining funds in the teacher's position.

The budget for the Music Teacher for the remainder of 2005 is as follows:

Salary 11 weeks X 2 hours/week X \$16.73 hour	\$368.06
FICA	<u>\$28.16</u>
Total	\$396.22

The Summer School Teacher budget for 2005:

Original budgeted	\$4,158.00
Expended for year	<u>\$3,477.50</u>
Balance	\$680.40

Therefore, we are requesting the use of these funds to cover the music instructor's position through December 31, 2005.

We continue to consult and work with Columbia Public Schools personnel, in an effort to fund this position possibly as soon as January, 2006.

:as 9/19/05

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the July Adjourned

Term. 20 05

In the County Commission of said county, on the

26th day of September 20 05

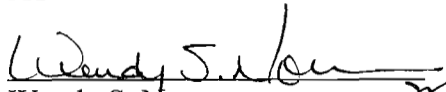
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following re-appointments:

- Mary Lottes (Cedar Township) to the Boone County Park for a term to expire September 30, 2009
- Mike Morgan (Bourbon Township) to the Boone County Planning and Zoning Commission for a term to expire on September 16, 2009

Done this 26th day of September, 2005.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

Keith Schnarre, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin District II Commissioner



Boone County Government Center
801 E. Walnut, Room 245
Columbia, MO 65201
573-886-4305 • FAX 573-886-4311
E-mail: commission@boonecountymmo.org

Sho Me Boone - Com
Commissioner -

Boone County Commission

Bd App. Reappoint. Park Board

Term Expires -
9/30/2009

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

SEP 1 2005

Board or Commission: Park Board Term: 05-

Current Township: Cedar Today's Date: 8/30/05

Name: Mary Lottes

Home Address: 10201 Burnett School Rd. Zip Code: 65010

Business Address: Same Zip Code: "

Home Phone: 573-657-2746
Fax: cell - 999-4320

Work Phone: same
E-mail: lottesmc@hotmail.com

avail e

Qualifications: BS in Rec + Park Adm. fr. UMC 79. worked as Certified Recreation therapist by ATRA. S worked with all ages in Univ. Comm. + Social Service settings. * Having been on the PK. Bd. from the beginning I am aware of original + current long range goals, also worked in trust for Public Land, forest serv

Present Past Community Service: 30+ yrs (!?!) Vol. at UMC, Col. Boone Co. Begins as Girl Scout Leader - Trip 193, Sho-me clean streams Bd. Member - 3 yrs, Greenbelt Coalit + Land Trust - 9 yrs. Cobrs - Vol. UMC Univ Y - 10 yrs - Pres. + more + 3 yrs as student Bd. member - Co-wrote REC grant. + lots more - see old A

References: Chrissy Nietkamp (w) 82-9513 (h) 446-2560 - Bo Co P+Z
Ann Robinson (H+W) 657-4010 - former Nature Conservancy employee + conserval editor

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Mary Lottes
Applicant
Signature

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 245
Columbia, MO 65201
Fax: 573-886-4311

~~Keith Schnarre~~, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin District II Commissioner



Boone County Government Cen
801 E. Walnut, Room 2
Columbia, MO 652
573-886-4305 • FAX 573-886-43
E-mail: commission@boonecountymo.c

Boone County Commission

Re-appoint: Planning and Zoning Commission

Expires: 9/16/2009

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Boone County P&Z Term: 4th term #3

Current Township: Bonabon Today's Date: 8/17/05

Name: MIKE MORGAN

Home Address: 20757 N. Ponderosa Zip Code: 65243

Business Address: _____ Zip Code: _____

Home Phone: 687 3254 Work Phone: 874 5661

Fax: _____ E-mail: CAVE CRITREN @SOCKET.N

Qualifications: two terms. P&Z commission
one terms. Road & Bridge Board

Past Community Service: see above

References: Mr. STAN SHAWVER, Ms Pat Smith

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Mike Morgan
Applicant
Signature

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 245
Columbia, MO 65201
Fax: 573-886-4311

INTERVIEW -
KS - yes - Aug 30 @ 11:00
KMM - no
SE - no