

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

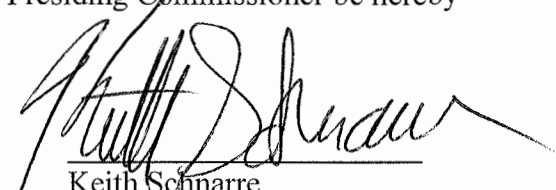
January Session of the January Adjourned Term. 20 04

In the County Commission of said county, on the 29th day of January 20 04

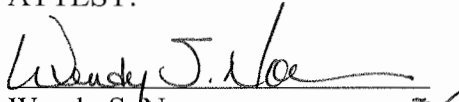
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 76-09DEC03 for Radio and Auxiliary Equipment – Install, Maintenance and Service to Chariton Valley Tri-Star Communications. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.


Done this 29th day of January, 2004.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



601 E. Walnut, Rm 209
Columbia, MO 65201
(573) 886-4392
Fax (573) 886-4390

29-2004

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway
RE: 76-09DEC03 – Radio & Auxiliary Equipment – Install, Maintenance
and Service
DATE: January 22, 2004

The Public Works, Sheriff's and Purchasing department have reviewed the responses received for the above referenced bid. We recommend award to Chariton Valley TriStar Communications for having the lowest and best bid meeting the minimum specifications. This is a term and supply contract that will be effective through December 31, 2004 and will be paid from the department's maintenance repairs line item 60200.

The bid tabulation is attached.

Bid Tabulation
76-09DEC03 Radio & Auxiliary Equipment - Install Maintenance and Service

Item	Description	Unit	Chariton Valley	Mo Comm
4.8.	Repair Pricing		Price	Price
4.8.1.	Shop Technical Labor, for repairs	per hour	\$ 45.00	\$ 48.00
4.8.2.	Field Technical Labor (on-site), includes travel time plus mileage	per hour	\$ 55.00	\$54.00 Portal to Portal
4.8.2.1.	List Minimum Billing Increment		1/4 Hour	.7 Hr
4.8.3.	Flat Rate per item For estimating repairs including Labor	per item	\$ 35.00	0 to \$37.80 per event
4.8.4.	% markup of parts	per item	40%	35%
4.9.	Installation Pricing			
4.9.1.	Flat rate for installations to include antenna, battery connections & Wiring hookups		Excluding Undercover Stico Antennas	
4.9.2..	Installation of under dash type radio	Each	\$ 65.00	\$ 105.00
4.9.3.	Installation of under dash type radio w/ horn honk	Each	\$ 85.00	\$ 126.00
4.9.4.	Installation of remote head type radio	Each	\$ 98.00	\$ 147.00
4.9.5.	Transfer of under dash type radio	Each	\$ 80.00	\$ 126.00
4.9.6.	Transfer of under dash type radio w/ honk horn	Each	\$ 100.00	\$ 147.00
4.9.7.	Transfer of remote head type radio	Each	\$ 128.00	\$ 180.00
4.9.8.	Removal of existing radio(s) & associated equipment @ time of new installation	Each	\$ 30.00	\$ 42.00
4.10.	Installation Pricing for Sheriff Dept. vehicles			
4.10.1	Flat rate per vehicle for Level 1	Installation	\$ 580.00	\$ 630.00
4.10.2.		Removal	\$ 135.00	\$ 252.00
4.10.3.		Transfer	\$ 696.00	\$ 852.00
4.10.4.	Flat rate per vehicle for Level 2	Installation	\$ 450.00	\$ 756.00
4.10.5		Removal	\$ 90.00	\$ 294.00
4.10.6.		Transfer	\$ 525.00	\$ 1,050.00
4.10.7.	Flat rate per vehicle for Level 3	Installation	\$ 310.00	\$ 504.00
4.10.8.		Removal	\$ 60.00	\$ 212.00
4.10.9		Transfer	\$ 375.00	\$ 700.00

Bid Tabulation

76-09DEC03 Radio & Auxiliary Equipment - Install Maintenance and Service

Item	Description		Chariton Valley	Mo Comm
4.11.	Itemized pricing Flat rate cost of the following			
4.11.1.	Radio Mount	Installation	\$ 20.00	\$ 21.00
		Removal	\$ 15.00	\$ 12.00
		Transfer	\$ 35.00	\$ 30.00
4.11.2.	Radio	Installation	\$ 65.00	\$ 126.00
		Removal	\$ 15.00	\$ 30.00
		Transfer	\$ 80.00	\$ 156.00
4.11.3	Radio/Amplifier	Installation	\$ 85.00	\$ 126.00
		Removal	\$ 25.00	\$ 30.00
		Transfer	\$ 110.00	\$ 156.00
4.11.4.	Light Control	Installation	\$ 20.00	\$ 105.00
		Removal	\$ 5.00	\$ 42.00
		Transfer	\$ 25.00	\$ 150.00
4.11.5.	Siren Control	Installation	\$ 20.00	\$ 105.00
		Removal	\$ 5.00	\$ 42.00
		Transfer	\$ 25.00	\$ 150.00
4.11.6.	Wig Wags	Installation	\$ 30.00	\$ 84.00
		Removal	\$ 10.00	\$ 30.00
		Transfer	\$ 40.00	\$ 114.00
4.11.7.	Flashlights	Installation	\$ 10.00	\$ 21.00
		Removal	n/c	\$ 12.00
		Transfer	\$ 10.00	\$ 30.00
4.11.8.	Radio Speaker	Installation	\$ 10.00	\$ 42.00
		Removal	n/c	\$ 21.00
		Transfer	\$ 10.00	\$ 63.00
4.11.9.	Siren Speaker	Installation	\$ 20.00	\$ 84.00
		Transfer	\$ 5.00	\$ 30.00
		Removal	\$ 25.00	\$ 114.00
4.11.10	Light Bar	Installation	\$ 50.00	\$ 168.00
		Transfer	\$ 20.00	\$ 50.00
		Removal	\$ 70.00	\$ 218.00
4.11.11.	Cage	Installation	\$ 75.00	\$ 105.00
		Transfer	\$ 25.00	\$ 30.00
		Removal	\$ 100.00	\$ 135.00
4.11.12.	Shotgun Rack	Installation	\$ 40.00	\$ 63.00
		Transfer	\$ 5.00	\$ 21.00
		Removal	\$ 45.00	\$ 84.00
4.11.13.	Extra DC plugs	Installation	\$ 10.00	\$ 42.00
		Transfer	n/c	\$ 30.00
		Removal	\$ 10.00	\$ 72.00
4.11.14.	Video Camera	Installation	\$ 100.00	\$ 168.00
		Transfer	\$ 25.00	\$ 50.00
		Removal	\$ 125.00	\$ 218.00
4.11.15.	Antennas	Installation	\$ 15.00	\$ 42.00
		Transfer	n/c	\$ 21.00
		Removal	\$ 15.00	\$ 63.00
4.11.16.	Relays	Installation	n/c	Multiple \$63 - Single \$ 21.
		Transfer	n/c	Multiple \$21. Single N/C
		Removal	n/c	Multiple \$84. Single \$21.
4.12.	Max % Increase 2 Year		3%	4%
	Max % Increase 3 Year		5%	7%
4.10.	COOP PURCASHING		Yes	Yes

No Bid Communications Assoc.

Batteries Plus

Interphone Co.

29-2004

**PURCHASE AGREEMENT
FOR
RADIO & AUXILIARY EQUIPMENT –
INSTALL, MAINTENANCE AND SERVICE TERM AND SUPPLY**

THIS AGREEMENT dated the 29 day of January 2003 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Chariton Valley TriStar Communications**, 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 **Radio & Auxiliary Equipment – Install, Maintenance and Service Term and Supply**, County of Boone Request for Bid, bid number **76-09DEC03**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated December 8, 2003 and executed by Randy Belcher 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 Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration – This Term and Supply Contract will have an initial term from January 1, 2004 through December 31, 2004. After the initial term, this contract shall automatically renew each year for up to two (2) one-year renewal terms, unless canceled by the County upon written notice prior to the beginning of a renewal term. This agreement may be extended beyond the expiration date by order of the County, subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Radio & Auxiliary Equipment as identified and responded to in the Contractor's Response Form. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.

4. Billing and Payment - All billing shall be invoiced to the originating County Department, and may only include the prices as identified in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response 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; 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.

6. **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.

7. **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.

8. **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 are 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.

CHARITON VALLEY TRISTAR COMMUNICATIONS

by William Biese
title General Mgr CEO
address _____
Columbia, MO

BOONE COUNTY, MISSOURI

by Boone County Commission
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Signature Term & Supply - No Encumbrance Required Date 1/26/04 Term/Supply
Appropriation Account

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned Term. 20 04

In the County Commission of said county, on the 29th day of January 20 04

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

Now on this day the County Commission of the County of Boone does hereby award bid 01-08JAN04 for Phase III Interior Renovations to the Boone County Public Works South Facility Maintenance Building to GBH Builders. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 29th day of January, 2004.

Keith Schnarre
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



601 E. Walnut, Rm 209
Columbia, MO 65201
(573) 886-4392
Fax (573) 886-4390

36-2004

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: 01-08JAN04 – Phase III Interior Renovations Boone County Public
Works South Facility Maintenance Building
DATE: January 22, 2004

The Public Works department and I have reviewed the bid submitted and recommend awarding to GBH Builders for having the lowest and best bid meeting the minimum specifications. Total contract amount for the base bid and Alternates One and Two is \$97,367.00 to be paid from organization 2045 account 91200. The amount budgeted for the project was \$110,000.00.

The bid tabulation is attached.

Bid Tabulation**01-08JAN04 - Phase III Interior Renovations Boone County****Public Works South Facility Maintenance Building**

Form Description	Crawford Construction, Columbia, MO	Frank & Frank Contracting, Jeff City, MO	United HRB General Contractors	Huebert Builders, Inc Columbia, MO	GBH Builders, Jeff City, MO	Little Dixie Construction, Columbia
Base Bid	\$95,400.00	\$90,965.00	\$92,700.00	\$95,840.00	\$87,284.00	\$97,100.00
Alternate One	\$9,000.00	\$5,288.00	\$6,750.00	\$9,800.00	\$5,959.00	\$7,236.00
Alternate Two	\$3,700.00	\$3,745.00	\$3,650.00	\$3,672.00	\$4,124.00	\$3,800.00
Grand Total	\$108,100.00	\$99,998.00	\$103,100.00	\$109,312.00	\$97,367.00	\$108,136.00
Addendum Acknowledgment	Yes					
Addendum One	No	Yes	Yes	Yes	Yes	Yes
Addendum Two	No	Yes	Yes	Yes	Yes	Yes
Addendum Three	No	Yes	Yes	Yes	Yes	Yes
Completion of Bidder's Qualifications	Yes	Yes	Yes	Yes	Yes	Yes
Anti Collusion Statement	No	Yes	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes	Yes	Yes

CONTRACT AGREEMENT

30-2004

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and GBH Builders, Inc. (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

BID NUMBER 01-08JAN04
Phase III Interior Renovations Boone County Public Works South Facility Maintenance
BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Base Bid, Alternate One and Alternate Two on the *Bid Response Form* for the amount of \$97,367.00.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

1. Notice to Bidders
2. Bid Form
3. Bid Response
4. Statement of Bidders Qualifications
5. Instructions to Bidders
6. Wage Rates
7. Insurance Requirements
8. Contract Conditions
9. Sales Tax Exemption
10. General Specifications
11. Contract Agreement – County of Boone
12. Performance Bond
13. Labor & Material Payment Bond
14. Non-Collusive Affidavit
15. All applicable addenda
16. Construction Plans

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount:

Ninety-seven Thousand Three Hundred sixty-seven dollars (\$97,367.00)

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 29 January 2004 at Columbia, Missouri.
(Date)

OWNER, BOONE COUNTY, MISSOURI

By: Keith Schnarre
Keith Schnarre, Presiding Commissioner

ATTEST:

Wendy Nofen
Wendy Nofen, County Clerk

CONTRACTOR: GBH BUILDERS, INC.

By: [Signature]
Authorized Representative Signature

By: Jake Hinget
Authorized Representative Printed Name

Title: President

Approved as to Legal Form:

[Signature]
John Patton
Boone County Counselor

AUDITOR CERTIFICATION

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

[Signature]
Signature

1/26/04
Date

2045-91200 - \$97,367.00

plus 5% Contingency \$102,235
Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

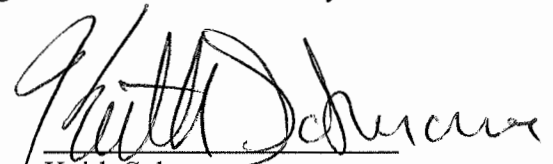
January Session of the January Adjourned Term. 20 04

In the County Commission of said county, on the 29th day of January 20 04

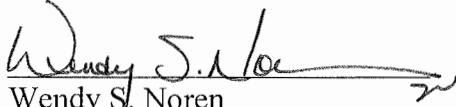
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Maximus Inc. Agreement. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 29th day of January, 2004.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

31-2004

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: January 22, 2004
RE: Maximus Inc. Agreement

Attached is an agreement with Maximus Inc. of Springfield, Illinois for the Cost Allocation Plan for the Auditor's office. The plan will be based on actual costs for the year ended December 31, 2003.

The Auditor's office requests to extend the contract for one more year and to continue to purchase this service from Maximus Inc. Attached is the professional consulting services agreement for approval and signature.

Total cost of contract is \$6,750 from department 1190 – non-departmental, account 71101 – professional services. There is a remaining balance of \$103,500 in the account.

ATTACHMENT: Professional Services Agreement

cc: June Pitchford, Auditor

**AGREEMENT TO PROVIDE
PROFESSIONAL CONSULTING SERVICES TO
THE COUNTY OF BOONE, MISSOURI**

31-2004

THIS AGREEMENT, entered into this 29 day of January, 2004, and effective immediately by and between MAXIMUS, INC. (hereinafter called the "Consultant") and the County of Boone, Missouri (hereinafter called the "County"),
WITNESSETH THAT:

WHEREAS, the County is interested in obtaining professional services for the preparation of a central service cost allocation plan and indirect cost rate proposal as defined in US Office of Management & Budget Circular A-87, and

WHEREAS, the Consultant is staffed with personnel knowledgeable and experienced in the requirements of developing such governmental cost determination studies, and

WHEREAS, the County desires to engage the Consultant to assist in preparing such a study.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.

2. **Scope of Services.** The scope of services is a central service cost allocation plan and indirect cost rate proposal as defined in Consultant's proposal dated January 14, 2004, which is attached hereto and incorporated by reference.

3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence so as to assure their expeditious completion and best carry out the purposes of the agreement. A final report shall be submitted to the County within six weeks after commencement of on-site work, unless the time for performance is extended at the request of County.

4. **Compensation.** Compensation for all tasks outlined in the proposal shall be a fixed fee of \$6,750.

5. **Method of Payment.** The consultant shall be entitled to payment in accordance with the provisions of this paragraph. Consultant shall invoice for \$6,750 upon completion of the cost allocation plan and indirect cost rate proposal and acceptance by the County.

6. Changes. The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendment to this agreement.

7. Services and Materials to be Furnished by County. The County shall furnish the Consultant with all available necessary information pertinent to the execution of this agreement. The County shall cooperate with the Consultant in carrying out the work herein, and shall provide adequate liaison between the Consultant and other agencies of the County. The County is responsible for providing accurate and timely information necessary to prepare the central services cost allocation plan.

8. Rights to Terminate Contract. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligation under this agreement, the County shall thereupon have the right to terminate this agreement with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

9. Information and Reports. The Consultant shall, at such time and in such form as the County may require, furnish such periodic reports concerning the status of the project as may be requested by the County. The Consultant shall furnish the County, upon request, subject to reasonable prior notice, with copies of all documents and other materials prepared or developed in relation with or as part of the project. Consultant shall not be obligated to deliver copies in person.

10. Records and Inspections. The Consultant shall maintain full and accurate records with respect to all matters covered under this agreement. The County shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain interview notes, working papers and other documentation of findings for a period of five years after delivery of the final report.

11. Accomplishment of Project. The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, the Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work being carried on within the County.

12. Provisions Concerning Certain Waivers. Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

13. Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

14. Completeness of Contract. This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

15. County not Obligated to Third Parties. The County shall not be obligated or liable hereunder to any party other than the Consultant.

16. When Rights and Remedies Not Waived. In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default exists shall in no wise impair or prejudice any right or remedy available to the County in respect to such breach or default.

17. Personnel. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified to perform such services.

18. Confidentiality. The County agrees that in connection with this Agreement, it may become aware of confidential information, trade secrets, marketing strategies and properties whether or not subject to copyright protection of Consultant. Consultant shall advise County if any such proprietary information is contained in reports delivered to County. The County covenants and agrees to use its best efforts and diligence in guarding Consultant's confidential information, trade secrets, marketing strategies and properties whether or not subject to copyright protection. The County further covenants and agrees that its employees and agents will not, directly or indirectly, use for him or herself or others any of Consultant's confidential information, trade secrets, marketing strategies and properties whether or not subject to copyright protection during or at any time after the term of this Agreement.

19. Consultant Certification. The Consultant certifies that the Consultant has not been convicted of bribery or attempting to bribe an officer or employee of the County, nor has the Consultant made an admission of guilt of such conduct that is a matter of record.

20. Indemnification. Each party shall be responsible for its own acts and will be responsible for all damages, costs, fees and expenses that arise out of the performance of this Agreement and which are due to that party's own negligence, tortious acts and other unlawful conduct and the negligence, tortious acts and other unlawful conduct of its respective agents, officers and employees.

21. Notices. Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

Melinda Bobbitt
Director of Purchasing
Boone County
601 E. Walnut, 2nd floor
Columbia, Missouri 65201

Bruce Cowans
Vice President
MAXIMUS, INC.
60 Revere Drive - Suite 200
Northbrook, Illinois 60062

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

COUNTY OF BOONE, MISSOURI

By: [Signature]
County Official



MAXIMUS, INC., a Virginia Corporation

By: [Signature]
Robert H. Antrim, Director

CERTIFICATION:

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

June Pitchford by KF 1/26/2004
Auditor Date

1190-71101 #6750.00

**Cost Allocation Plan –Scope of Work
Attachment to January 14, 2004 letter to Ms. Melinda Bobbitt**

Scope of Services. The Consultant shall do, perform and carry out in a good and professional manner the following services:

- Development of central services cost allocation plans that identify the various costs incurred by the County to support and administer Federal programs. *OMB Circular A-87* guidelines and the *OASC-10* guide will be used as the basis for determining allowable allocation methods and costs. The Plan will contain a determination of the allowable costs of providing each support service such as County administration and purchasing, facility management and utilities, data information services, disbursement processing, mail delivery, etc. The plan will be based on actual costs for the year ended December 31, 2003. The steps involved in completion of the Plan include, but are not limited to, the tasks as described below:

Task 1. Determine available financial information. This task involves identifying the sources of financial information to be used. At a minimum, the annual year end expenditure reports for the affected central services departments, a County organization chart and chart of accounts are required. Additional financial reports and payroll summary reports issued by the County will be used if available and as necessary. Centrally budgeted indirect costs for county and employee insurance and other centrally paid general costs will be reviewed for possible inclusion in the central services cost allocation plan. Building use charges and appropriate equipment use charges will be calculated in accordance with federal (*OMB Circular A-87*) requirements and included in the pool of costs to be allocated.

Task 2. Classify all Department units and other costs. After reviewing the latest organizational charts, all cost centers/organizational units identified in the prior cost allocation proposals are reviewed to insure their proper classification as direct or indirect. This task is required to insure that only allowable activities are allocated and that all units or programs are accounted for.

Task 3. Document administrative departments, functions and costs. The task focuses on identifying those units with responsibility for providing services to other units within the Department. These are typically performing such services as accounting, auditing, personnel and purchasing, information systems support, etc. We will determine the best means for identifying the cost of central service activities and costs. Building use charges will be allocated based on actual square footage occupied. Equipment use charges will be based on the actual inventory balances by department.

Task 4. Prepare cost allocation schedules. For all administrative indirect units, a schedule will be prepared showing the expenditures of the central indirect departments during the 2003 fiscal year. Any disallowed expenditures under *OMB Circular A-87* guidelines are eliminated, and equipment use charges are added. The resulting amounts are allowable indirect costs benefiting units and programs. A summary schedule will be prepared that identifies a matrix of indirect costs allocated to all direct County departments.

Task 5. Review of the completed cost allocation plan. If requested we will review with the representatives of the County.

- Finalize cost indirect rate proposal for presentation to the Department and the State of Missouri Department of Social Services, Office of Child Support Enforcement. The plan will be finalized in the format required for presentation to CSE. Required documents include:

Cost Allocation Plan –Scope of Work
Attachment to January 14, 2004 letter to Ms. Melinda Bobbitt

- Certification
 - Description of services provided and method of allocation
 - Summary of directly claimed CSE costs in the Office of the Prosecuting Attorney and Circuit Clerk
 - Summary of indirect costs for each of the two offices (from the indirect cost plan)
 - Summary of the direct wage “base” in the Prosecuting Attorney’s office used in the calculation of the indirect rate.
 - Calculation of proposed indirect rate for the Prosecuting Attorney. The rate is proposed as a final rate for FY 2003, and a provisional rate for use until the actual costs are updated.
-
- Negotiate the indirect cost rate proposal with the State Office of Child Support Enforcement (Department of Social Services). We will assist the County in all aspects of the negotiation process and respond to questions and requests for additional information from the State. During this process we will keep you informed and seek to secure the fairest possible agreement.
 - Assistance in monitoring claims to the State for recovery of funds due the County. As requested and necessary, consultant will also monitor the progress of claims through the State to insure the County receives recoveries due it.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

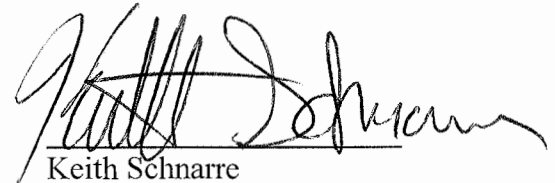
January Session of the January Adjourned Term. 20 04

In the County Commission of said county, on the 27th day of January 20 04

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

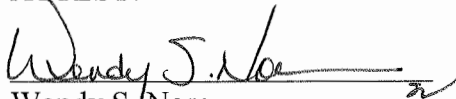
Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the Missouri Department of Transportation Office of Highway Safety Grant Contract for DWI Enforcement and Checkpoint funding.

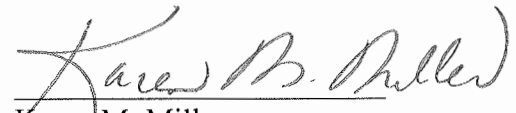
Done this 27th day of January, 2004.




Keith Schnarre
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

CONTRACT

Form HS-1

Cover Page

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

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

Fax : 573-634-5977

Project Title: Chkpt/DWI Saturations
Project Number: 04-154-AL-10
Program Area: AL - 154 Alcohol Project
Funding Code: 154

Name of Grantee
 Boone County Sheriff's Dept.

Type of Project: Initial
Started: October 01, 2003

Grantee County
 Boone

Federal Funds Benefitting

State:	\$0.00
Local:	\$7,564.62
Total:	\$7,564.62

Grantee Address
 2121 County Dr.
 Columbia, MO 65202

Source of Funds


Federal:	\$7,564.62
State:	\$0.00
Local:	\$0.00
Total:	\$7,564.62

Telephone
 (573) 875-1111

Fax
 (573) 874-8953

Contract Period
Effective: October 01, 2003
Through: September 30, 2004

Posted to Obligation Control


 HS USE ONLY

Prepared by
 Mike Breckle

<i>Theresa Schmale</i>	1-29-04
Authorizing Official	Date
<i>Beverly Brown</i>	1-22-04
Project Director	Date
Director of Highway Safety	Effective Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$7,564.62**; 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 come 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.

CONTRACT CONDITIONS - PAGE 1

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

RELATIONSHIP: The relationship of the Grantee/Contractor to the Office of Highway Safety shall be that of an independent contractor, not that of a joint enterpriser. The Grantee/Contractor shall have no authority to bind the Office of Highway Safety for any obligation or expense without the express prior written approval of the Office of Highway Safety.

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 Director of Office of Highway Safety 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 Office of Highway Safety 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 Office of Highway Safety 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 Office of Highway Safety. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate Office of Highway Safety form or in a format approved by the Office of Highway Safety, 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 Office of Highway Safety 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 Office of Highway Safety for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

- IV. TERMINATION:** If, through any cause, the Grantee/Contractor shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Grantee/Contractor shall violate any of the covenants, agreements or stipulations of this contract, the Office of Highway Safety 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 Office of Highway Safety 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 Office of Highway Safety further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

V. STATUTORY REQUIREMENTS

- A. COMPLIANCE:** The Grantee/Contractor agency must comply with the following Statutes or Rules:
1. *Peace Officer Standards and Training Certification (P.O.S.T.)* RSMo 590.100-590.180—DPS certification of peace officers
 2. *Statewide Traffic Analysis Reporting (STARS)* RSMo 43.250—Law enforcement agency to file accident report with MSHP
 3. *Nondiscrimination*—CFR Chapter 50—Prohibits discrimination on the basis of race, color, religion, sex or national origin including DBE and Segregated Facilities (meets or exceeds federal requirement on page 2)
 4. *Uniform Crime Reporting* RSMo 43.505—Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS
 5. *Racial Profiling* RSMo 590.650—Law enforcement agency to file a report to the Attorney General each calendar year
- B. ENACTMENT AND ENFORCEMENT:** Agencies are encouraged to adopt, if possible, local ordinances as follows:
1. *Model Traffic Ordinance*—RSMo 300.00—Rules governing traffic administration and regulation
 2. *Child Restraints*—RSMo 210.104—Passenger restraint system required for children under four (Primary Offense)
 3. *Seat Belts*—RSMo 307.178—Seat belts required for passenger cars (modifications to state statute in 1997)
 4. *Open Container*—A model ordinance prohibiting the possession of an open container of alcoholic beverages in a motor vehicle.
- VI. PRODUCTION & DEVELOPMENT COSTS:** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. Any items produced with federal funds, in whole or in part, must state that the Missouri Department of Transportation, Office of Highway Safety provided funding and this recognition must be clearly printed on the item. Examples may include, but are not limited to print materials; incentive items; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the Office of Highway Safety for approval, prior to final print and distribution. Copies of all final products are to be provided to the Office of Highway Safety. The Office of Highway Safety has the right to reproduce and distribute materials as deemed appropriate.

VII.

CONTRACT CONDITIONS - PAGE 2

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

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

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor agrees to post, in conspicuous places available to all employees and applicants for employment, the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The contractor will send to each labor union representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Missouri Department of Transportation, Office of Highway Safety advising the said labor union or workers' representative of the contractor's commitments under this nondiscrimination provision.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
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, Office of Highway Safety or the Federal Highway Administration and National Highway Traffic Safety Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Administration, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

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

The Missouri Department of Transportation, Office of Highway Safety also agrees:

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

DBE REQUIREMENTS

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

DBE Obligation: The Missouri Department of Transportation, Office of Highway Safety or its contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Department of Transportation assisted contracts. If, as a condition of assistance, the Office of Highway Safety has submitted and the Department has approved a minority business enterprise affirmative action program which the Office of Highway Safety agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR Part 23, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the recipient to obtain future Department of Transportation financial assistance.

NONSEGREGATED FACILITIES

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

Project Director's Initials, *BB*

CONTRACT CONDITIONS - PAGE 3**TRAINING CONTRACTS**

Agencies offering the Office of Highway Safety-funded courses are to adhere to the following standard elements required for training contracts.

A **course schedule** must be presented to the Office of Highway Safety 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 Office of Highway Safety.

- 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 Office of Highway Safety 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 Office of Highway Safety not later than 30 days after the training has been conducted.

Patrol—to be calculated at 1.5 times the officer's actual rate of pay;

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

Exceptions may be made with prior written permission of the Office of Highway Safety.

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

- 1) Enforcement time will be limited to one (1) night per month with a minimum of five (5) per contract period. Sobriety checkpoints will be operated within the hours of 10:00 p.m. to 3:00 a.m. These hours will be flexible upon request of agency and approval by Office of Highway Safety project coordinator.
- 2) Advise the Office of Highway Safety 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 Office of Highway Safety. Actual enforcement locations will be left to the discretion of local authorities based upon their judgment.
- 4) Activity Reports and Supervisory Logs must be submitted with reimbursement vouchers. Failure to comply may result in nonpayment for the enforcement period.
- 5) Enforcement activity must be on a Friday or Saturday night or holidays. Other nights may be approved in advance by the Office of Highway Safety project coordinator based upon special occurrence or activities, or as stated in goals and objectives of this contract.
- 6) Publicity surrounding a checkpoint provides the greatest deterrent. A news release the week prior to the event and a follow-up the week after is required. A spokesperson should be designated to explain procedures to media or others attending the checkpoint.
- 7) If the agency has an in-car video camera, it shall be used at all sobriety checkpoints to videotape the sobriety checkpoint setup, its operation, and all subjects given the field sobriety tests. Tapes shall be used as evidence in court proceedings.

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

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

PROJECT ACTIVITIES

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

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

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

Agency will report monthly to Office of Highway Safety using the *Grant Enforcement Activities Monthly Report Form*.

PARTNERSHIPS

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

ALLOWABLE COSTS

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

Overtime reimbursement rates:

Project Director's Initials *DB*

PROBLEM IDENTIFICATION

The problem is the number of alcohol related traffic crashes leading to injuries and fatalities. Two of the three fatality crashes that occurred in Boone County were alcohol related. Alcohol related crashes have been reduced through the efforts of the Sheriff's Department personnel in combination with the checkpoint and saturation programs. Of the 135 traffic crashes that occurred in Boone County 15 involved alcohol, 10 of which where one or more of the involved parties were injured. There is no one area with a significant number of alcohol related crashes. Intoxicated drivers operate motor vehicles any day of the week and any time of day.

**LAW ENFORCEMENT STATISTICAL DATA
PROBLEM IDENTIFICATION**

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

Creasy Springs Road (@ 3500 vehicles daily), Old Plank Road (@450 vehicles daily), Obermiller Road (@ 900 vehicles daily), St. Charles Road (@3800 vehicles daily), Rangeline Road (@ 500 vehicles daily), Prathersville Road (@ 8000 vehicles daily), New Haven Road (@ 800 vehicles daily) and Richland Road (@ 500 vehicles daily)

Traffic Crash Data relative to the enforcement activity identified above:

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

Time of Day

12 am to 2 am	2 am to 4 am	4 am to 6 am	6 am to 8 am	8am to 10am	10am to 12pm	12pm to 2 pm	2 pm to 4 pm	4 pm to 6 pm	6 pm to 8 pm	8 pm to 10pm	10pm to 12am	Unk	Total
9	6	0	6	16	11	6	24	24	13	10	10		135

Day of Week

Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Unk	Total
16	17	19	15	26	20	22		135

Month of Year

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
14	13	8	12	16	9	12	15	11	15	10		135

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

THE STATISTICS ABOVE ARE FOR COUNTY WIDE CRASHES, NOT ONLY THE LIST ABOVE.

BB

**LAW ENFORCEMENT
PROJECT DESCRIPTION**

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

- Increase arrests related to these offenses by 5 % over baseline data
- Decrease crashes related to these offenses by 10 % over baseline data
- Increase seat belt use rate from current rate of % to %
- Other

OBJECTIVES:

1. **Targeted Population (i.e., speeders, aggressive drivers, young drivers):**
Drivers intoxicated on alcohol or controlled substances
2. **Enforcement Location(s):**
Boone County maintained roadways
3. **Number of Officers assigned to each enforcement period:**
5
4. **Times of enforcement periods:**
2200 hrs - 0300 hrs
5. **Duration of each enforcement period:**
4 hours
6. **Number of enforcement periods per month:**
1
7. **Days of week selected for enforcement periods:**
Friday or Saturday nights
8. **Months (or special event) selected for enforcement periods:**
May through September
9. **Equipment, promotional, or supply items requested for this project:**

BB

LAW ENFORCEMENT PROJECT DESCRIPTION

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

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

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

Funds for this project may be utilized during any corridor enforcement project, Operation H.E.A.T., or other national or state mobilization effort in conjunction with or at the direction of the Office of Highway Safety.

BB

EVALUATION

The program coordinator will look at the number of alcohol arrests and compare to the same period for the previous year.

In addition to the agency evaluation, the Office of Highway Safety will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

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

Evaluation results will be used by the OHS 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.

SCHEDULE C – PROJECT BUDGET - **CONTINUED**

Budget Line Item etail (i.e. Overtime Hours, Radar Units)	Quantity	Unit Cost	Total Per Line Item	Matching Funds	Federal Funds Obligated
TOTAL			\$7,564.62	\$0.00	\$7,564.62

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, 2003
 Through
 September 30, 2004

OBLIGATION DOCUMENT

Funds are hereby obligated to this project in the amount of

\$7,564.62

BY _____ DATE _____

Missouri
Department
of Transportation



Office of Highway Safety
1719 Southridge Drive
P. O. Box 104808
Jefferson City, MO 65110
(573) 751-4161 or
(800) 800-BELT
Fax (573) 634-5977
www.mdhs.state.mo.us

January 12, 2004

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

Dear Sheriff Boehm:

Enclosed is a contract between the Office of Highway Safety and the Boone County Sheriff's Dept. for a Checkpoint/DWI Saturations project.

The project obligates \$7,564.62 in federal funds for the period October 1, 2003, through September 30, 2004. All expenditures should be claimed against project #04-154-AL-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 Office of Highway Safety.

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

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

Sincerely,

Joyce F. Shaul
Director

Enclosure

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

January Session of the January Adjourned Term. 20 04

In the County Commission of said county, on the 29th day of January 20 04

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

Now on this day the County Commission of the County of Boone does hereby accept the following certification:

I, Wendy S. Noren, County Clerk in and for the County of Boone, State of Missouri, hereby certify that the attached petitions contain the signatures of the property owners who own property equal to at least two-thirds by area of all real property located within the proposed **Good Time Acres Neighborhood Improvement District** and no petitioner is delinquent in County real estate taxes.

In testimony whereof, I have hereunto set my hand and affixed the seal of the County of Boone, State of Missouri, this 29th day of **January**, 2004.

/s/ Wendy S. Noren
 County Clerk
 Boone County, Missouri

(seal)

In that the attached petitions meet the requirements set forth in section 67.457.3 RSMo. and Commission Order #424-91 for the formation of neighborhood improvement districts, the county Commission hereby approves the advisability of the improvement and orders the establishment of the **Good Time Acres Neighborhood Improvement District** to be described as follows:

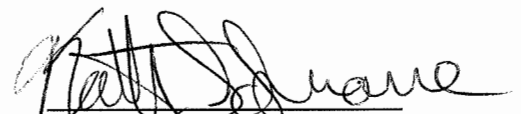
Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described by Survey recorded in Book 410, Page 29, of the Boone County, Missouri Records.
Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described by Warranty Deed Recorded in Book 407, Page 940, of the Boone County, Missouri Records.
Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 18 of the Replat of Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 70, of the Boone County, Missouri Records.
Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 17 of the Replat of Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 70, of the Boone County, Missouri Records.
Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 16 of the Replat of Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 70, of the Boone County, Missouri Records.
Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 15 of the Replat of Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 70, of the Boone County, Missouri Records.
Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 14, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.
Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 13, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.
Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 12, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.

Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 11, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.
Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 8, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.
Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 7, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.
Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 6, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.
Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 5, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.
Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 4, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.
Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 3, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.
Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 2, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.
Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 1, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.

The final cost of the improvement shall not exceed the estimated cost of **\$139,474.94** by more than twenty-five percent (25%). The County Commission hereby orders the County Public Works Director to make plans and specifications for the proposed project and file said plans and specifications with the County Clerk of Boone County, Missouri.

The Commission further **orders** that the improvement costs shall be assessed equally against each parcel described on Exhibit "A" attached hereto, except for Lot 1 & Lot 11, which will only pay 1/2 of a lot assessment and shall be payable in not more than ten (10) substantially equal annual installments in accordance with the laws of the State of Missouri and consistent with the administrative policies of the County of Boone, and the clerk shall prepare an assessment list and notify the property owners of a public hearing on the proposed improvement.

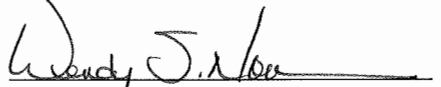
Done this 29th day of January, 2004.


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission

PETITION FOR THE CREATION OF A NEIGHBORHOOD IMPROVEMENT DISTRICT

To the County Commission of Boone County, Missouri:

The undersigned, being the owners of record of more than two-thirds (2/3) by area of all real property within the hereinafter described neighborhood improvement district, do hereby petition and request that the Boone County Commission create a neighborhood improvement district as described herein and incur indebtedness and issue general obligation bonds of the County to pay for all or part of the cost of public improvements within such district, the cost of all indebtedness so incurred to be assessed against the real property within said district benefited by such improvements, under the authority of Sections 67.453 to 67.475, inclusive, RSMo. (the "Neighborhood Improvement District Act").

A. The project name for the proposed improvements is:

Good Time Acres Neighborhood Improvement District

B. The general nature of the improvements proposed to be made is as follows: in order to bring Roadways and Storm Drainage up to acceptable standards for county maintenance.

C. The estimated cost of the proposed improvements is \$ 139,474.94 . The final cost of such improvements assessed against the property within the district (and the amount of general obligation bonds of the County issued therefor) shall not exceed such estimated cost by more than 25%.




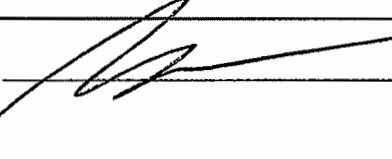
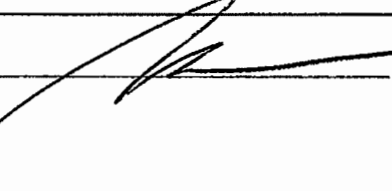
D. The special assessments will be assessed in substantially equal annual installments over a period of ten (10) years.

E. A boundary description and map of the proposed neighborhood improvement district are attached hereto as **Exhibit A**. The district is located entirely within Boone County, Missouri, and is not located in whole or in part within the limits of an incorporated city.

F. The proposed method of assessment is as follows: The final improvement costs shall be assessed equally on a per lot/tract assessment and shall be payable in not more than ten (10) substantially equal annual installments in accordance with the laws of the State of Missouri and consistent with the administrative policies of the County of Boone.

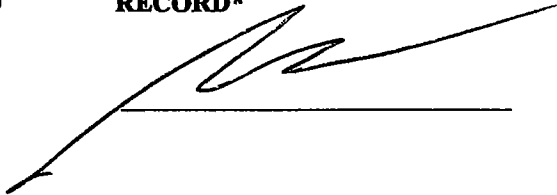

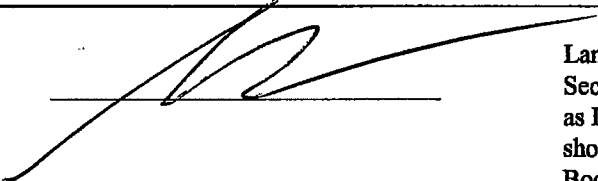
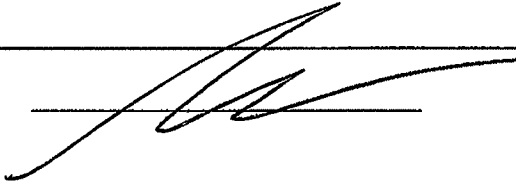
# of Lots / Tracts	Cost Estimate	Cost Estimate + 25 %
	\$ 139,474.94	\$ 174,343.68
16 – Full Assessments	\$ 8,204.41 Each	\$ 10,255.51 Each
2 – 1/2 Assessments	\$ 4,102.21 Each	\$ 5,127.76 Each

THE NAMES OF THE SIGNERS OF THIS PETITION MAY NOT BE WITHDRAWN FROM THIS PETITION LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE COUNTY CLERK.

PRINTED NAME AND ADDRESS OF OWNER(S) OF RECORD	SIGNATURE OF OWNER(S) OF RECORD*	PROPERTY OWNED WITHIN PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT
LEIPARD MICHAEL L		Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described by Survey recorded in Book 410, Page 29, of the Boone County, Missouri Records.
LEIPARD CONNIE M		20-307-01-00-019.00
165 E HOEDOWN DR Columbia MO 65203	<hr/>	Full Assessment
SAPP ETAL TERRY L		Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described by Warranty Deed Recorded in Book 407, Page 940, of the Boone County Missouri Records.
2101 w. Broadway # 103-316 Columbia MO 65203	<hr/>	20-307-01-02-002.00
NJE LLC		Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 18 of the Replat of Good Tin Acres, as shown on the Plat recorded in Plat Book 11, Page 70, of the Boone County, Missouri Records.
3315 Berrywood , Suite 101 Columbia MO 65201	<hr/>	20-307-01-02-003.00
NJE LLC		Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 17 of the Replat of Good Tin Acres, as shown on the Plat recorded in Plat Book 11, Page 70, of the Boone County, Missouri Records.
3315 Berrywood , Suite 101 Columbia MO 65201	<hr/>	20-307-01-02-004.00
	<hr/>	Full Assessment


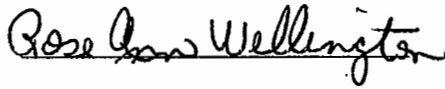
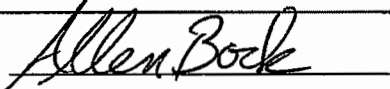
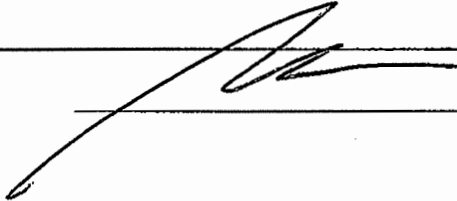
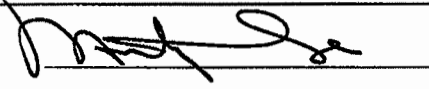

***Persons signing on behalf of a corporation or other legal entity or as a representative of the owner must attach documentation of the signer's authority.**

THE NAMES OF THE SIGNERS OF THIS PETITION MAY NOT BE WITHDRAWN FROM THIS PETITION LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE COUNTY CLERK.

PRINTED NAME AND ADDRESS OF OWNER(S) OF RECORD	SIGNATURE OF OWNER(S) OF RECORD*	PROPERTY OWNED WITHIN PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT
NJE LLC		Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 16 of the Replat of Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 70, of the Boone County, Missouri Records.
3315 Berrywood , Suite 101 Columbia MO 65201	_____	20-307-01-02-005.00
NJE LLC		Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 15 of the Replat of Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 70, of the Boone County, Missouri Records.
3315 Berrywood , Suite 101 Columbia MO 65201	_____	20-307-01-02-006.00
NJE LLC		Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 14, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.
3315 Berrywood , Suite 101 Columbia MO 65201	_____	20-307-01-02-007.00
NJE LLC		Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 13, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.
3315 Berrywood , Suite 101 Columbia MO 65201	_____	20-307-01-02-008.00
		Full Assessment


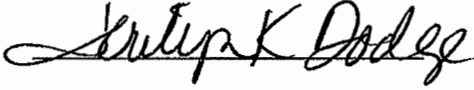
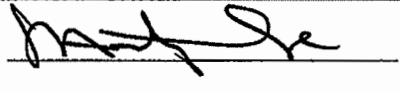

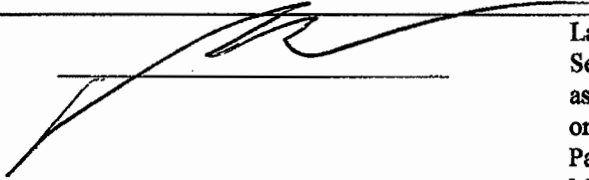
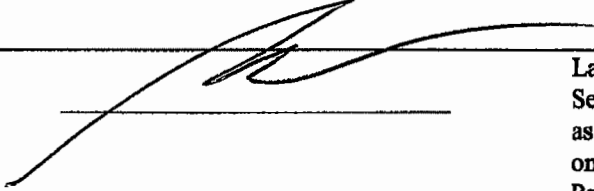
***Persons signing on behalf of a corporation or other legal entity or as a representative of the owner must attach documentation of the signer's authority.**

THE NAMES OF THE SIGNERS OF THIS PETITION MAY NOT BE WITHDRAWN FROM THIS PETITION LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE COUNTY CLERK.

PRINTED NAME AND ADDRESS OF OWNER(S) OF RECORD	SIGNATURE OF OWNER(S) OF RECORD*	PROPERTY OWNED WITHIN PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT
WELLINGTON JASON THOMAS		Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 12, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.
WELLINGTON ROSE ANN 4658 YEAGER ROAD Columbia MO 65202		20-307-01-02-009.00 Full Assessment
BOCK ALLEN D		Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 11, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.
5768 S BETHEL CHURCH ROAD Columbia MO 65203	_____	20-307-01-02-010.00 1/2 Assessment
NJE LLC		Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 8, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.
3315 Berrywood , Suite 101 Columbia MO 65201	_____	20-307-01-02-011.00 Full Assessment
DODGE MONTY D.		Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 7, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.
DODGE JERILYN K. 4401 N. BRIDLE SPUR LN ROCHEPORT MO 65279		20-307-01-02-012.00 Full Assessment

***Persons signing on behalf of a corporation or other legal entity or as a representative of the owner must attach documentation of the signer's authority.**

THE NAMES OF THE SIGNERS OF THIS PETITION MAY NOT BE WITHDRAWN FROM THIS PETITION LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE COUNTY CLERK.

PRINTED NAME AND ADDRESS OF OWNER(S) OF RECORD	SIGNATURE OF OWNER(S) OF RECORD*	PROPERTY OWNED WITHIN PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT
DODGE MONTY D.		Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W describe as Lot 6, Good Time Acres, as show on the Plat recorded in Plat Book 1 Page 28, of the Boone County, Missouri Records.
DODGE JERILYN K. 4401 N. BRIDLE SPUR LN ROCHEPORT MO 65279		20-307-01-02-015.00 Full Assessment
DODGE MONTY D.		Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W describe as Lot 5, Good Time Acres, as show on the Plat recorded in Plat Book 1 Page 28, of the Boone County, Missouri Records.
DODGE JERILYN K. 4401 N. BRIDLE SPUR LN ROCHEPORT MO 65279		20-307-01-02-016.00 Full Assessment
NJE LLC		Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W describe as Lot 4, Good Time Acres, as show on the Plat recorded in Plat Book 1 Page 28, of the Boone County, Missouri Records.
3315 Berrywood , Suite 101 Columbia MO 65201		20-307-01-02-017.00 Full Assessment
NJE LLC		Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W describe as Lot 3, Good Time Acres, as show on the Plat recorded in Plat Book 1 Page 28, of the Boone County, Missouri Records.
3315 Berrywood , Suite 101 Columbia MO 65201		20-307-01-02-018.00 Full Assessment

***Persons signing on behalf of a corporation or other legal entity or as a representative of the owner must attach documentation of the signer's authority.**

THE NAMES OF THE SIGNERS OF THIS PETITION MAY NOT BE WITHDRAWN FROM THIS PETITION LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE COUNTY CLERK.

PRINTED NAME AND ADDRESS OF OWNER(S) OF RECORD	SIGNATURE OF OWNER(S) OF RECORD*	PROPERTY OWNED WITHIN PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT
BOEDEKER EMMETT CHARLES	_____	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 2, Good Time Acres, as shown on the Plat recorded in Plat Book 1 Page 28, of the Boone County, Missouri Records.
WYSS BARBARA JEAN 532 W. ROUTE K Columbia MO 65203	_____	20-307-01-02-019.00 Full Assessment
PERKINS JOSEPH W.	_____	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 1, Good Time Acres, as shown on the Plat recorded in Plat Book 1 Page 28, of the Boone County, Missouri Records.
PERKINS CAROL SUE 5791 S ROUTE K Columbia MO 65203	_____	20-307-01-02-020.00 1/2 Assessment

***Persons signing on behalf of a corporation or other legal entity or as a representative of the owner must attach documentation of the signer's authority.**

AFFIDAVIT OF CIRCULATOR

I, NATHAN JAMES ODLE, a property owner of record of the proposed neighborhood improvement district herein, being first duly sworn, hereby say that the above and foregoing signed this petition and each of them signed his/her name thereto personally in my presence; I believe that each has accurately stated his/her name and property location, and that each signer is a property owner of record of the proposed neighborhood improvement district herein described.

Signature of Affiant: _____

Printed Name &

Address of Affiant: NATHAN ODLE

3315 BERRYWOOD DR. STE 101

COLUMBIA, MO 65201

Subscribed to and sworn to me this 9th day of December, 2003.

(Notary Seal)



JENNIFER R. WARD
Notary Public - State of Missouri
COUNTY OF BOONE
My Commission Expires 5/14/2007

Signed: Jennifer R. Ward

My Commission expires: 05-14-2007

Notary Certificate: Boone County

COUNTY CLERK'S RECEIPT OF PETITION:

This Petition was filed in my office on 14 JANUARY, 2004.

(SEAL)

W. J. S.
County Clerk

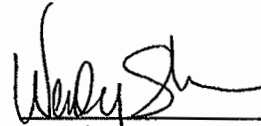
CERTIFICATE OF AREA OWNED BY PETITIONERS

I, County Clerk of Boone County, Missouri, hereby certify as follows:

- 1) I have examined the Petition requesting the creation of a neighborhood improvement district for the proposed **Neighborhood Improvement District** filed in my office on 14 JANUARY, 2004.
- 2) At least seven days have passed since said Petition was filed and none of the signers have withdrawn their names from the Petition.
- 3) The total area of all real property within the proposed neighborhood improvement district is 4.47 acres, more or less.
- 4) The total area owned by the signers of the Petition is 3.19 acres or 71 %.

DATED: 14 JANUARY, 2003.

(SEAL)

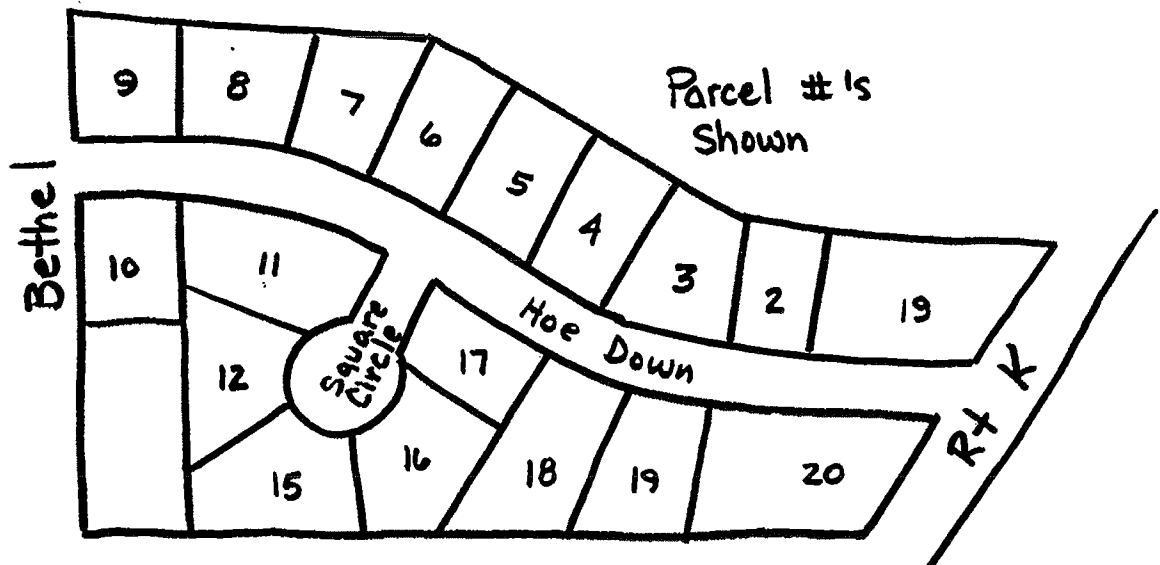


Wendy S. Noren
County Clerk
Boone County, Missouri

EXHIBIT A

**Boundary Description and Map of
Neighborhood Improvement District for
Good Time Acres Neighborhood Improvement District**

- Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described by Survey recorded in Book 410, Page 29, of the Boone County, Missouri Records.
- Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described by Warranty Deed Recorded in Book 407, Page 940, of the Boone County, Missouri Records.
- Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 18 of the Replat of Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 70, of the Boone County, Missouri Records.
- Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 17 of the Replat of Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 70, of the Boone County, Missouri Records.
- Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 16 of the Replat of Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 70, of the Boone County, Missouri Records.
- Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 15 of the Replat of Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 70, of the Boone County, Missouri Records.
- Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 14, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.
- Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 13, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.
- Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 12, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.
- Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 11, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.
- Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 8, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.
- Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 7, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.
- Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 6, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.
- Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 5, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.
- Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 4, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.
- Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 3, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.
- Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 2, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.
- Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 1, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.



GOOD TIME ACRES NEIGHBORHOOD IMPROVEMENT DISTRICT

OWNERS LIST

ID #	TAXPARCEL	LNAME	FNAME	LNAME2	FNAME2	ADDRESS	CITY	ST	ZIP	LEGAL DESCRIPTION	SQUARE FOOTAGE	% SIGNED	PROPOSED ASSESSMENT
1	20-307-01-00-019.00	LEPARD	MICHAEL L	LEPARD	CONNIE M	165 E HOEDOWN DR	Columbia	MO	65203	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described by Survey recorded in Book 410, Page 29, of the Boone County, Missouri Records.	18,731		\$ 8,204.41
2	20-307-01-02-002.00	SAPP ETAL	TERRY L			2101 w. Broadway # 103-316	Columbia	MO	65203	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described by Warranty Deed Recorded in Book 407, Page 940, of the Boone County, Missouri Records.	7,270		\$ 8,204.41
3	20-307-01-02-003.00	NJE LLC				3315 Berrywood , Suite 101	Columbia	MO	65201	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 18 of the Replat of Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 70, of the Boone County, Missouri Records.	14,399	14,399	\$ 8,204.41
4	20-307-01-02-004.00	NJE LLC				3315 Berrywood , Suite 101	Columbia	MO	65201	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 17 of the Replat of Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 70, of the Boone County, Missouri Records.	9,780	9,760	\$ 8,204.41
5	20-307-01-02-005.00	NJE LLC				3315 Berrywood , Suite 101	Columbia	MO	65201	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 16 of the Replat of Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 70, of the Boone County, Missouri Records.	9,920	9,920	\$ 8,204.41
6	20-307-01-02-006.00	NJE LLC				3315 Berrywood , Suite 101	Columbia	MO	65201	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 15 of the Replat of Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 70, of the Boone County, Missouri Records.	9,144	9,144	\$ 8,204.41
7	20-307-01-02-007.00	NJE LLC				3315 Berrywood , Suite 101	Columbia	MO	65201	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 14, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.	9,398	9,398	\$ 8,204.41
8	20-307-01-02-008.00	NJE LLC				3315 Berrywood , Suite 101	Columbia	MO	65201	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 13, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.	8,910	8,910	\$ 8,204.41
9	20-307-01-02-009.00	WELLINGTON	JASON THOMAS	WELLINGTON	ROSE ANN	4658 YEAGER ROAD	Columbia	MO	65202	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 12, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.	9,630	9,630	\$ 8,204.41
10	20-307-01-02-010.00	BOCK	ALLEN D			5768 S BETHEL CHURCH ROAD	Columbia	MO	65203	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 11, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.	9,450	9,450	\$ 4,102.21
11	20-307-01-02-011.00	NJE LLC				3315 Berrywood , Suite 101	Columbia	MO	65201	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 8, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.	14,608	14,608	\$ 8,204.41
12	20-307-01-02-012.00	DODGE	MONTY D.	DODGE	JERILYN K.	4401 N. BRIDLE SPUR LN	ROCHEPORT	MO	65279	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 7, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.	8,436	8,436	\$ 8,204.41
13	20-307-01-02-015.00	DODGE	MONTY D.	DODGE	JERILYN K.	4401 N. BRIDLE SPUR LN	ROCHEPORT	MO	65279	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 6, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.	6,490	6,490	\$ 8,204.41
14	20-307-01-02-016.00	DODGE	MONTY D.	DODGE	JERILYN K.	4401 N. BRIDLE SPUR LN	ROCHEPORT	MO	65279	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 5, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.	7,300	7,300	\$ 8,204.41
15	20-307-01-02-017.00	NJE LLC				3315 Berrywood , Suite 101	Columbia	MO	65201	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 4, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.	8,475	8,475	\$ 8,204.41
16	20-307-01-02-018.00	NJE LLC				3315 Berrywood , Suite 101	Columbia	MO	65201	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 3, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.	12,950	12,950	\$ 8,204.41
17	20-307-01-02-019.00	BOEDEKER	EMMETT CHARLES	WYSS	BARBARA JEAN	532 W. ROUTE K	Columbia	MO	65203	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 2, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.	8,432		\$ 8,204.41
18	20-307-01-02-020.00	PERKINS	JOSEPH W.	PERKINS	CAROL SUE	5761 S ROUTE K	Columbia	MO	65203	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 1, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.	21,230		\$ 4,102.21
										4.47 Acres	194,533	138,870	
										% BY LAND		0.71	
										% BY OWNERS		0.78	
										A total of 130,338 SF must be in favor in order to obtain the 67% required. A total of 12 properties must also be in favor in order to obtain the 67% required. Area and ownership must be obtained in order to proceed.			
	11/3/2003	The above information is based off the Assessors Records as of the date shown											

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned Term. 20 04

In the County Commission of said county, on the 29th day of January 20 04

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

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

Whereas, the County has examined Camellia Court & Jasmine Way, constructed within their appropriate rights-of-way as dedicated on the final plat of Shalimar Gardens Block V, recorded in Plat Book 37, Page 112, of the Boone County, Missouri records, and

Whereas, the county finds that the above described roads have been constructed sufficiently in accordance with plans prepared by Allstate Consultants P. C. in compliance with Boone County Roadway Regulations and approved by the Boone County Public Works Department as attested by the Roadway Maintenance Acceptance Certificate for said roadway,

Now therefore it is ordered, that the County Commission authorizes the Presiding Commissioner to sign the Roadway Maintenance Acceptance Certificate for these roadways, on behalf of the County Commission and further assumes responsibility for the maintenance and control of these roads from and after the date of this order, and

It is also ordered, that this order be certified by the County Clerk and be recorded in the Office of the Recorder of Deeds.

Done this 29th day of January, 2004.



ATTEST:

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

Keith Schnarre
Keith Schnarre
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

**ROADWAY MAINTENANCE
ACCEPTANCE CERTIFICATE**

Subdivision Name: Shalimar Gardens Block V, recorded in Plat Book 37, Page 112.

Road Names: Camellia Court & Jasmine Way

Description of Roadway: **Camellia Court** is a 33-foot wide and 147-foot long concrete roadway extension, with concrete barrier type curbs and gutters along both sides and around a 38-foot radius cul-de-sac at the end and included within the 147 feet. This road is connected to the cul-de-sac with 20-foot radius roundings.
Jasmine Way is a 33-foot wide and 260-foot long concrete roadway extension of the pre-existing section of Jasmine Way, having concrete barrier type curbs and gutters along both sides. A 38-foot radius, gravel surface cul-de-sac is attached to the end of the roadway.

These roads were constructed sufficiently in accordance with plans prepared by Allstate Consultants, in compliance with Boone County Roadway Regulations and approved by the Boone County Public Works Department, They are contained within their appropriate rights-of-way in the Northeast 1/4 of Section 25, Township 49 North, Range 13 West, as shown and dedicated on the plat of said Shalimar Gardens Block V.

Variances: None

Other Comments: These roads are being accepted under the condition that R.O.W. will be properly seeded, fertilized and mulched next Spring (2004).

The above roadway is hereby accepted by the County for maintenance.

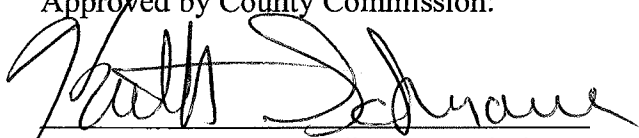


David W. Mink – Director of Public Works

1/29/04

Date

Approved by County Commission:



Keith Schnarre – Presiding Commissioner

29 January 2004

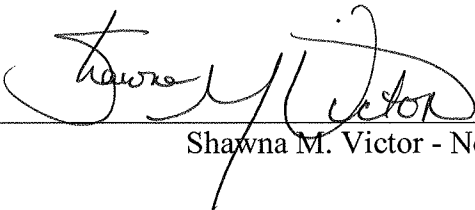
Date

ACKNOWLEDGMENT

State of Missouri }
 }
County of Boone }

On this 29th day of January, 2004, before me, a Notary Public in and for the state of Missouri, personally appeared Keith Schnarre, Karen M. Miller, and Skip Elkin, who upon their oath and upon being duly sworn, did state, affirm and acknowledge that they are the Commissioners composing the County Commission of the County of Boone, a political subdivision of the State of Missouri, that they have executed the within Order of Acceptance of Roads as County Roads on behalf of said County as the free act and deed of said County, for the purposes therein stated and pursuant to the authority vested in them to execute said within instrument as Commissioners of said Commission of said County, that said within instrument is binding in all respects upon said County, and that said county is duly empowered by law to accept the roads described in the said within instrument as county roads by means of the said within instrument.

SHAWNA M. VICTOR
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires October 14, 2005



Shawna M. Victor - Notary Public

SEAL

My Commission Expires: 14 October 2005



Recorded in Boone County, Missouri

Date and Time: 01/29/2004 at 02:36:41 PM

Instrument #: 2004002408 Book: 02433 Page: 0040

Grantor: BOONE COUNTY COMMISSION

Grantee: SHALIMAR GARDENS BLOCK V

Instrument Type: ODR

Recording Fee: \$33.00 E

No. of Pages: 5

Bettie Johnson
Bettie Johnson, Recorder of Deeds

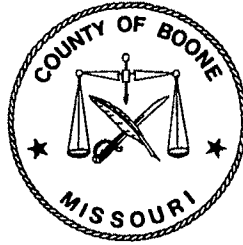


**RECORDER OF DEEDS CERTIFICATE
BOONE COUNTY, MISSOURI
EXEMPT DOCUMENT**

This document has been recorded under exempt status pursuant to RSMo 59.310.4 and this certificate has been added to your document in compliance with the laws of the State of Missouri.



Bettie Johnson
Recorder of Deeds
801 E Walnut, Room 132
Columbia, Missouri 65201
573-886-4345



Boone County Public Works

Memorandum

Date: January 27, 2004

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

From: David W. Mink -- Director of Public Works

Subject: Acceptance of roads in Shalimar Gardens Block V - Subdivision

Attached is a Roadway Maintenance Acceptance Certificate for Camellia Court and Jasmine Way, located in the Northeast 1/4 of Section 25, Township 49 North, Range 13 West, in Boone County and constructed within the appropriate rights-of-way dedicated on the final plat of Shalimar Gardens Block V, recorded in Plat Book 37, Page 112, of the Boone County, Missouri records.

Camellia Court and Jasmine Way are both 33-foot wide Portland Cement concrete surface roadways with integral concrete barrier type curbs and gutters along both sides, and around a 38-foot cul-de-sac at the end of Camellia.

These roads were constructed sufficiently in accordance with plans prepared by Allstate Consultants, P.C., in compliance with Boone County Roadway Regulations and approved by the Boone County Public Works Department.

Appropriate Road Construction Permits were obtained, and The Boone County Public Works Department inspected these roadways throughout the construction process.

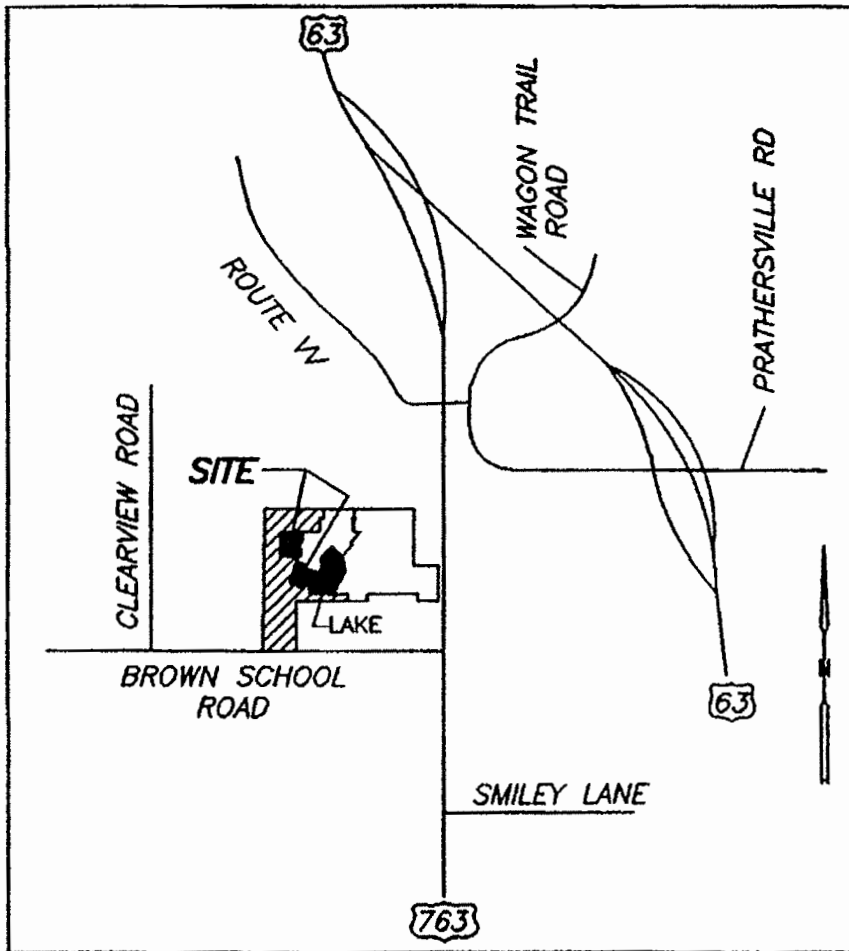
The Boone County Public Works Department, recommends that the Commission authorize the Presiding Commissioner to sign the ROADWAY MAINTENANCE ACCEPTANCE CERTIFICATE for these roads, and accepts these roads for county maintenance, all as detailed within the attached and proposed ORDER OF ACCEPTANCE OF ROADS AS COUNTY ROAD. If you concur with this recommendation, please make a motion to that effect.

c: Stan Shawver

Shawna Victor

Road File

Subdivision File



LOCATION MAP

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

January Session of the January Adjourned Term. 20 04

In the County Commission of said county, on the 29th day of January 20 04

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

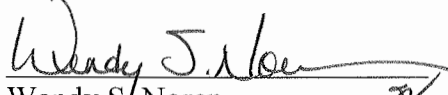
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision:

DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
1123-86800: Emergency	\$11,974.00	
1191-71016: Insurance – Auto Deductible		\$569.00
1191-23050: Insurance – Other Supplies		\$36.00
1191-60200: Insurance – Equipment Repair/Maintenance		\$211.00
1191-71018: Insurance – Other Claims Deductible		\$11,158.00

Said budget revision is to cover insurance claims and miscellaneous expenses for FY2003.

Done this 29th day of January, 2004.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

REQUEST FOR BUDGET REVISION

BOONE COUNTY, MISSOURI

12/31/2003

~~1/12/04~~

EFFECTIVE DATE

JAN 12 2004

FOR AUDITORS USE

35-2004

BOONE COUNTY AUDITOR

Department				Account				Department Name		Account Name		(Use whole \$ amounts)	
												Transfer From	Transfer To
										Decrease	Increase		
1	1	2	3	8	6	8	0	0	Emergency			11,974.00	
1	1	9	1	7	1	0	1	6	Insurance	Auto Deductible			569.00
[REDACTED]				[REDACTED]				[REDACTED]		[REDACTED]		[REDACTED]	
1	1	9	1	2	3	0	5	0	Insurance	Other Supplies			36.00
1	1	9	1	6	0	2	0	0	Insurance	Equip Repair/Maint			211.00
1	1	9	1	7	1	0	1	8	Insurance	Other Claims Ded,			11,158.00

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): **To cover expenses due to insurance claims against Boone County.**

Cover insurance claims & misc expenses

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES NO
 If not, please explain (use an attachment if necessary):

[Signature]

 Requesting Official

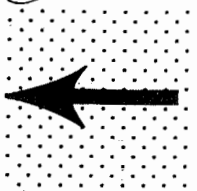
TO BE COMPLETED BY AUDITOR'S OFFICE

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

Commission agenda

[Signature] *[Signature]*

 Auditor's Office



[Signature]

 PRESIDING COMMISSIONER

[Signature]

 DISTRICT I COMMISSIONER

[Signature]

 DISTRICT II COMMISSIONER

2003
COPY

PAYMENT REQUISITION BOONE COUNTY, MISSOURI

1/12/04
DATE

8572
VENDOR NO.

Schneider Auto Body
VENDOR NAME

JAN 12 2004

PHONE #

ADDRESS

BOONE COUNTY ADDRESS

STATE ZIP

BID DOCUMENTATION

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

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

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

#

(Enter Applicable Bid / Sole Source / Emergency Number)

Fund	Department	Account	Invoice Number and Customer Account Number	Amount
	1 1 9 1	7 1 0 1 6	Auto Deductible expense	568.07
			Cost to repair sheriff's vehicle due to accident	
			Total	568.07

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

Carole R. Wilson

Requesting Official

County Commission Approval

Auditor Approval

REQUEST FOR JOURNAL ENTRY

BOONE COUNTY, MISSOURI

200
RECEIVED JAN 7 2004

12/31/03
1/2/04
DATE

A 2003 969
FOR AUDITORS USE

Fund	Department	Account	Fund/Department Name and Account Name	Debit	Credit
	2 0 4 0	6 0 2 0 0	Equipment Repair/Maintenance		801.25
	1 1 9 1	6 0 2 0 0	Equipment Repair/Maintenance	801.25	
204		01000	CASH	801.25	
100		01000	CASH		801.25
COPY					

Explanation: Fyr Fyter of Missouri, Inc. was paid by Public Works and should not have been, should have been paid by County Clerk's Office.

AP 2003 7984 11/7/03

Carol R. Wilson
Requesting Official

se
Auditor Approval

920 Main Street • Suite 1700
P.O. Box 419013 • Kansas City, Missouri 64141-6013
816-842-4800 • FAX 816-842-1276
Website: www.thomasmcgee.com



COPY

December 31, 2003

JAN - 2 2004

Carol Wilson
Boone County
801 East Walnut, Room 236
Columbia, MO 65201-7731

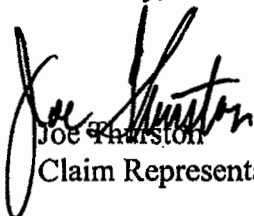
Re:

Claim Number: **JT058800**
Claimant: **John Doe**
Date of Event: **7/24/2003**
Date Claim Made: **7/31/2003**
Date File Closed: **11/24/2003 12:18 PM**
Amount Paid: **\$11,158.16**

Thomas McGee, L. C. settled the above claim with a payment of \$11,158.16. The MARCIT Coverage Summary contains a \$25,000 deductible that applies to each claim. Since the file is now closed, we ask that you reimburse MARCIT. An invoice for the required payment is enclosed.

If you have any questions, please call. We thank you in advance for your prompt response.

Sincerely,


Joe Thornton
Claim Representative

Cc: Athena Wilson, MARCIT

123
86800

MARCIT

600 Broadway, Suite 300
Kansas City, Missouri 64105
816-474-4240

Invoice No.: 7876
Date: December 31, 2003

Boone County
801 East Walnut, Room 236
Columbia, MO 65201-7731

Claim No.: JT058800

Claim Date	Closed	Claimant
7/31/2003	11/24/2003 12:18 PM	John Doe
Description:		

\$11,158.16

Payable Upon Receipt

2003 Emergency Fund
1123-86800

DATE	DEPARTMENT	DEPT. NO.	ACCOUNT	AMOUNT	BALANCE	DESCRIPTION
1/1/2003	Budget				600,000	Original budget
4/22/2003	Non-Departmental	1190	71105	(3,300)	596,700	Legal services for arbitrage rebate calculation
5/12/2003	Employee Benefits	1192	10600	(6,226)	590,474	2003 Qtr #1 Unemployment
5/20/2003	Circuit Clerk	1221	92000	(16,305)	574,169	Purchase micro-imager camera for microfilming
6/23/2003	Corrections	1255	85620	(11,630)	562,539	Behaviorial Health Concepts 2003-2004 contract
7/7/2003	Clerk	1131	92000	(2,984)	559,555	Purchase copier with networking capability
8/4/2003	Employee Benefits	1192	10600	(15,443)	544,112	2003 Qtr #2 Unemployment
9/19/2003	Election & Registration	1132	85900	(20,029)	524,083	April election
10/3/2003	Corrections	1255	71100	(29,009)	495,074	Out-of-County prisoner housing - August
10/29/2003	Corrections	1255	71100	(32,580)	462,494	Out-of-County prisoner housing - September
11/3/2003	Employee Benefits	1192	10600	(12,523)	449,971	2003 Qtr #3 Unemployment (Total bill = \$14,804.16)
11/19/2003	Recorder	1160	92000	(11,500)	438,471	Replace microfiche printer
11/20/2003	Corrections	1255	71100	(32,192)	406,279	Out-of-County prisoner housing - October
11/26/2003	Recorder	1160	37000/48000/60050	(3,600)	402,679	Operating and travel expenses
12/9/2003	Mail Services	1194	22000	(20,000)	382,679	Postage
12/16/2003	Employee Benefits	1192	71104	(1,526)	381,153	ASI Fees - Nov & Dec
12/29/2003	Insurance & Safety	1191	71016, 71018	(12,976)	368,177	Insurance deductible expenses
12/31/2003	Insurance & Safety	1191	3050, 60200, 71016, 71018	(11,974)	356,203	Cover insurance claims & misc expenses
				<u>(243,797)</u>		

CERTIFIED COPY OF ORDERSTATE OF MISSOURI }
County of Boone } ea.

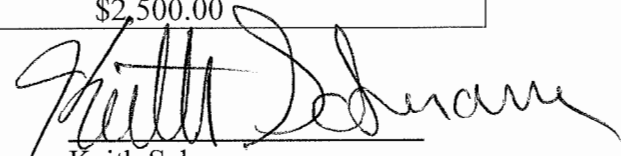
January Session of the January Adjourned Term. 20 04

In the County Commission of said county, on the 29th day of January 20 04

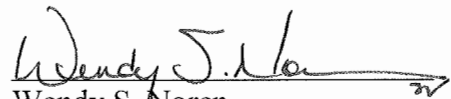
the following, among other proceedings, were had, viz:

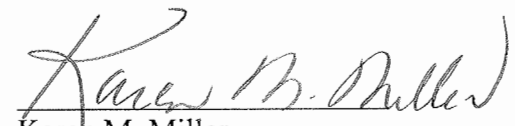
Now on this day the County Commission of the County of Boone does hereby approve the following contracts and authorize the Presiding Commissioner to sign said contracts:

AGENCY	CONTRACT AMOUNT
Big Brothers/Big Sisters of Boone County, Inc.	\$2,000.00
Boone County Council on Aging	\$12,500.00
Boys Town of Missouri, Inc.	\$1,000.00
Cedar Creek Therapeutic Riding Center	\$1,000.00
Central Missouri Food Bank Network, Inc	\$13,750.00
Eldercare Center	\$2,000.00
Harrisburg Preschool and Daycare	\$12,750.00
OATS, Inc.	\$8,000.00
Mid-Missouri Legal Services	\$6,000.00
Rainbow House – Crisis Care for Children	\$1,500.00
Rainbow House – Clinical Services	\$1,000.00
Rainbow House – Emergency Shelter Care for Children	\$4,500.00
Reality House Incorporated	\$13,000.00
Services for Independent Living	\$2,000.00
Voluntary Action Center	\$2,500.00

Done this 29th day of January, 2004.

 Keith Schnarre
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

THIS AGREEMENT entered into this 29 day of January, 2004, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and Big Brothers/Big Sisters of Boone County, Inc. hereinafter called "Agency,"

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Big Brothers/Big Sisters: One-to-one Mentoring Services for At-risk Youth

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2004, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

A primary prevention service utilizing trained adult volunteers who are matched one-on-one with a child between the ages of six and sixteen from a single parent family. The agency will also provide a caseworker to maintain monthly contact with the volunteer, parent and child to supervise the progress of the relationship. The agency will provide approximately 305 units (one hour of supervised mentoring) at an estimated cost of \$6.56 per unit.

II.

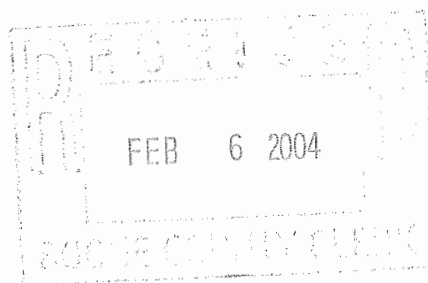
Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2004 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of the Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.



V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$2,000.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2004, and ending on December 31, 2004; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:

By:



President, Board of Directors



Secretary, Board of Directors

BOONE COUNTY, MISSOURI

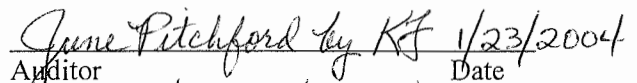
By:



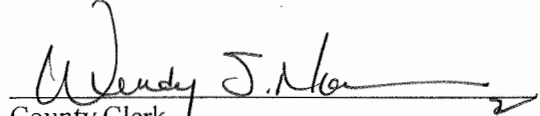
Commissioner

CERTIFICATION:

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



Auditor June Pitchford by KF 1/23/2004 Date
1420-84200 \$2,000.00

ATTEST:



County Clerk

APPROVED AS TO FORM:



County Counselor

THIS AGREEMENT entered into this 29 day of January, 2004, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and Boone County Council On Aging hereinafter called "Agency,"

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

SeniorConnect

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2004, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

The SeniorConnect program will include Care Management, Volunteer and Support Services, and Information and Referral services for senior citizens age 55 and older. When new clients seek services, either by self or agency referral, staff will conduct an intake and needs assessment to determine which services the client needs to remain living independently. Referrals will be made for internal support services as well as to other external agencies. The agency will refer clients for services, advocate for client needs, coordinate volunteers to assist with needs not met by other agencies, and monitor client needs on a quarterly basis. Information will also be provided to the broader community through a variety of community and media presentations. The agency will provide approximately 1,010 units (one hour of service provision) of service at an estimated cost of \$12.38 per unit.

II.

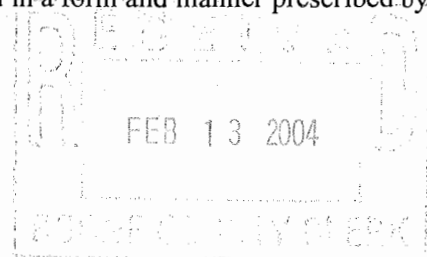
Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2004 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of the Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.



V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$12,500.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2004, and ending on December 31, 2004; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:

By:

Tim Patrick
President, Board of Directors

BOONE COUNTY, MISSOURI

By:

Keith Schuman
Commissioner

Helen M. Cupps
Secretary, Board of Directors

CERTIFICATION:

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

Gina Pitchford by KF *1/23/2004*
Auditor Date
1420-86630 #12,500.00

ATTEST:

Wendy J. Noe
County Clerk *W*

APPROVED AS TO FORM:

[Signature]
County Counselor

THIS AGREEMENT entered into this 29 day of January, 2004, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and Boys Town of Missouri, Inc. hereinafter called "Agency,"

RECEIVED
MAR 01 2004
Boone County Commission

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

The Front Door Residential Treatment Program

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2004, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Shelter, care, supervision and treatment in licensed group care facilities, for youth ages 12-21 who have been physically, emotionally and/or sexually abused and cannot live with their families. Each resident receives individual counseling and group counseling from a licensed therapist at the residence. Psychiatric services are also available. Agency will provide approximately 8 units (one day of residential care for one youth) at an estimated cost of \$120.44 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2004 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of the Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$1,000.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2004, and ending on December 31, 2004; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

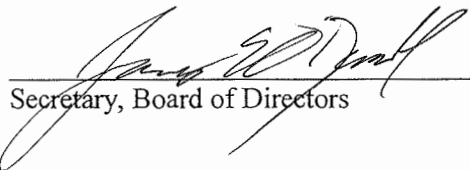
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:

By:



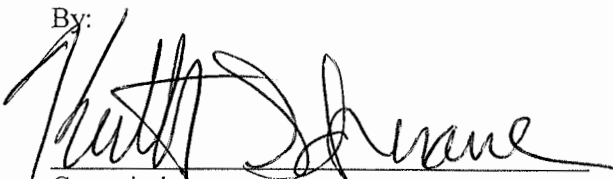
President, Board of Directors



Secretary, Board of Directors

BOONE COUNTY, MISSOURI

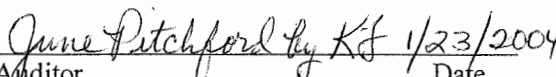
By:



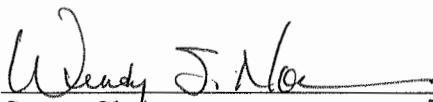
Commissioner

CERTIFICATION:

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

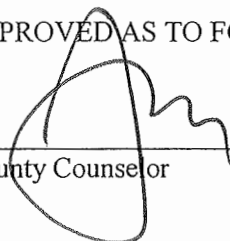

Auditor June Pitchford by KF Date 1/23/2004
1420-84200 #1,000.00

ATTEST:



County Clerk 20

APPROVED AS TO FORM:



County Counselor

THIS AGREEMENT entered into this 29 day of January, 2004, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and Cedar Creek Therapeutic Riding Center hereinafter called "Agency,"

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Motion Therapy/Therapeutic Riding

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2004, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Therapeutic horse riding for people with physical, mental, and emotional disabilities. Each client will receive evaluation by a staff therapist and a physician's prescription for the services. Therapeutic riding will facilitate sensory integration, coordination, balance, communication and active participation within and upon the environment. The agency will provide approximately 1.9 units (one nine week session for one child) of service at an estimated cost of \$525.00 per unit.

II.

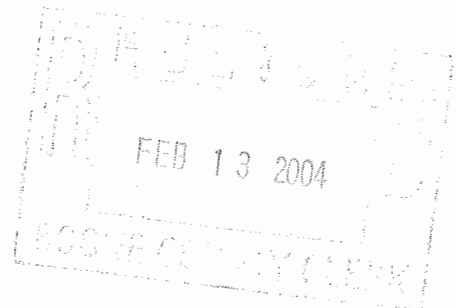
Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2004 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of the Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.



V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$1,000.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2004, and ending on December 31, 2004; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:

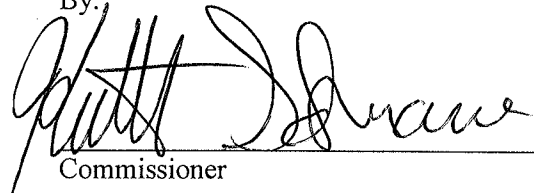
By:




President, Board of Directors

BOONE COUNTY, MISSOURI

By:



Commissioner



Secretary, Board of Directors

CERTIFICATION:

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

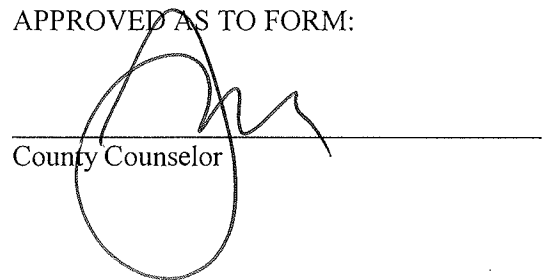
June Pitchford by KF 1/23/2004
Additor Date
1420-84200 \$1,000.00

ATTEST:



County Clerk

APPROVED AS TO FORM:



County Counselor

THIS AGREEMENT entered into this 29 day of January, 2004, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and Central Missouri Food Bank Network, Inc. hereinafter called "Agency,"

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Central Missouri Food Bank Pantry

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2004, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Emergency food for needy families and individuals who have been referred by area social service organizations. Food boxes include food equal to two meals per day for all household members for a period of seven days. The service is targeted to working families, the elderly and handicapped living at or below the poverty level. The agency will provide approximately 152,778 units (pounds of food) at an estimated cost of \$0.09 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2004 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of the Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$13,750.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2004, and ending on December 31, 2004; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:

By:



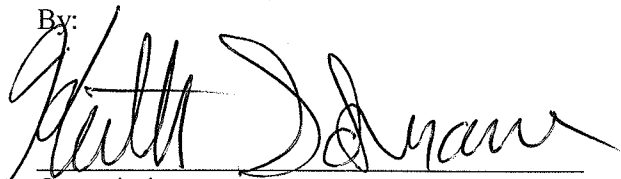
President, Board of Directors



Secretary, Board of Directors

BOONE COUNTY, MISSOURI

By:



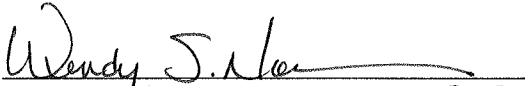
Commissioner

CERTIFICATION:

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

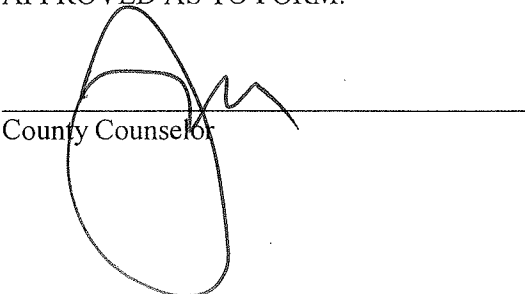
June Pitchford by KF 1/23/2004
Auditor 1420-86665 \$13,750.00 Date

ATTEST:



County Clerk

APPROVED AS TO FORM:



County Counselor

THIS AGREEMENT entered into this 29 day of January, 2004, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and The Curators of the University of Missouri on behalf of the Eldercare Center hereinafter called "Agency,"

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Adult Day Care

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2004, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Licensed day care services for frail, functionally impaired or isolated adults needing supervision and therapeutic care during the day. Priority shall be given to adults over 65 years of age. The agency will provide adult day care at an estimated cost ranging from \$64.00 for a full day at the private pay rate to \$17.80 per day for clients eligible for federal or state funding. The county reimbursement rate may be increased to correspond with increases in the private pay rate for these services upon written notification from the director of the Eldercare Center and written acceptance from the Community Services Manager of the City of Columbia. Rate increases may not exceed \$5.00 per day during this contract period. With any rate increase there will be a corresponding decrease in the number of units to be provided.

II.

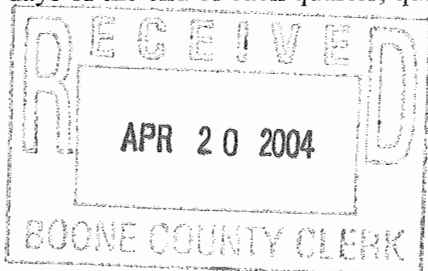
Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2004 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of the Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.



9700067A
BOONE CO
ADULT DAY CARE SVCS

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency agrees that if a suit or claim is filed or made against the County based upon the Agency's performance under this agreement or the County's selection of Agency as a contracting agency or the County's failure to supervise or monitor Agency's performance under this agreement, Agency will defend the County against said suit or claim and pay whatever damages may be assessed against the County. Agency is entitled to use whatever defenses it has in law or fact against such claimants and County agrees to assist in the factual defenses raised by the Agency. County agrees that if a suit or claim is filed or made against the Agency based upon the County's performance under this agreement, County will defend the Agency against said suit or claim and pay whatever damages may be assessed against the Agency. County is entitled to use whatever defenses it has in law or fact against such claimants and Agency agrees to assist in the factual defenses raised by the County.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$2,000.00 as follows:

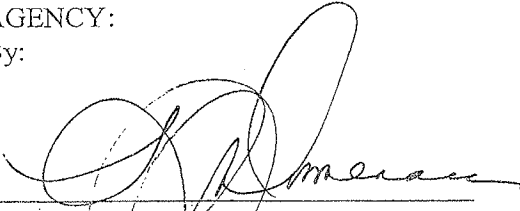
- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2004, and ending on December 31, 2004; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:

By:



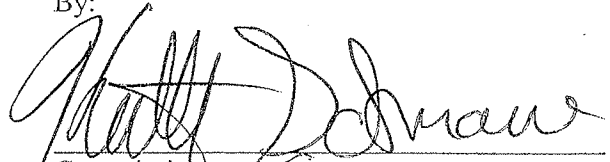
Lisa J. Wimmer
Assoc. Director, Business Svcs.

KEH

Secretary, Board of Directors

BOONE COUNTY, MISSOURI

By:



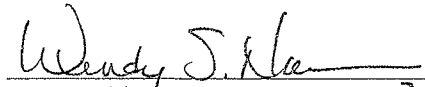
Commissioner

CERTIFICATION:

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

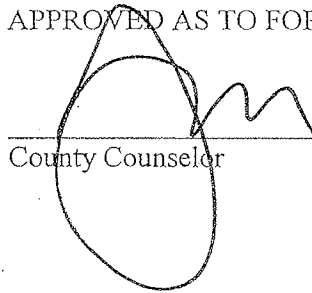
June Pitchford by KF 1/23/2007
Auditor Date
1420-86631 \$2,000.00

ATTEST:



County Clerk

APPROVED AS TO FORM:



County Counselor

APPROVED
AS TO
LEGAL FORM
2/10/04 km



University of Missouri-Columbia

Administrative Services

311 Jesse Hall
Columbia, MO 65211-1240

PHONE (573) 882-7254
FAX (573) 884-5446

February 09, 2004

Mr. Keith Schnarre
Presiding Commissioner
801 E Walnut
Columbia, Missouri 65211

Mr. Schnarre:

Please be advised that the University has completed an ADA audit of its Eldercare facilities and hereby certifies the Eldercare Program's compliance with all applicable provisions of the Americans with Disabilities Act and 28 CFR Part 35. If you need additional information, please contact me.

Sincerely,

Lisa J. Wimmenauer
Associate Director Business Services

THIS AGREEMENT entered into this 29 day of January, 2004, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and Harrisburg Preschool and Daycare, Inc. hereinafter called "Agency,"

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Licensed Child Care

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2004, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Birth

Licensed child care to children ages ~~2~~-12 who primarily live in northwestern Boone County. The agency will provide a full range of educational programming, including age appropriate activities, social development, and parental involvement. The agency will provide approximately 622 units (one full day of child care for one child) at an estimated cost of \$20.50 per unit.

II.

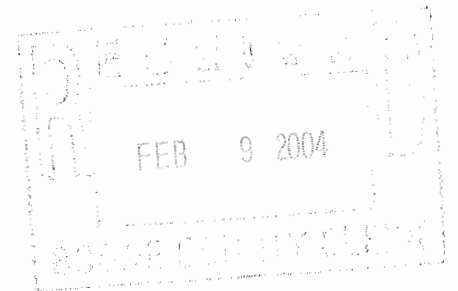
Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2004 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of the Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.



V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$12,750.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2004, and ending on December 31, 2004; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:
By:

BOONE COUNTY, MISSOURI
By:

Shanna Baldridge
President, Board of Directors
By: Carlene Strawn
OK'd by: Phone
2-5-04

[Signature]
Commissioner

[Signature]
Secretary, Board of Directors

CERTIFICATION:

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

June Pitchford by KF 1/23/2004
Auditor Date
1420-86650 \$12,750.00

ATTEST:

[Signature]
County Clerk

APPROVED AS TO FORM:

[Signature]
County Counselor

THIS AGREEMENT entered into this 29 day of Jan, 2004, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and Mid-Missouri Legal Services Corporation hereinafter called "Agency,"

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Break the Cycle of Violence and Protect the Victims Program

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2004, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Legal services to aid in protecting residents of the City of Columbia and their children who are victims of domestic violence by making certain that the victim is represented at the adult abuse hearing in court. The primary focus of the program will be to provide the victim with an attorney to file or defend divorce and custody actions and to obtain a permanent order from the court ending the relationship and establishing custody rights of the victim to their children. Clients must have an income at or below 150% of poverty as defined by the federal government. Both clients with and without children will be served by this program. The agency will provide approximately 245 units (one hour of attorney time) at an estimated cost of \$24.53 per unit.

II.

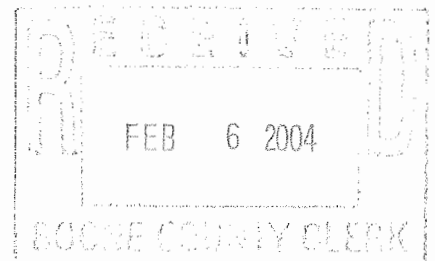
Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2004 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of the Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.



V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$6,000.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2004, and ending on December 31, 2004; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:
By:




President, Board of Directors

BOONE COUNTY, MISSOURI
By:



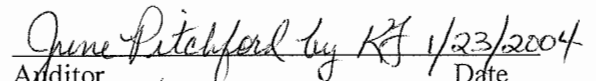
Commissioner



Secretary, Board of Directors

CERTIFICATION:

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

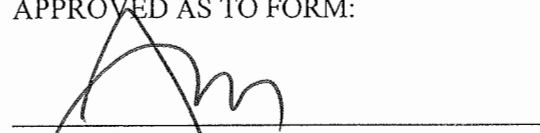

Auditor June Pitchford by KF 1/23/2004
Date
1420-84200 \$6,000.00

ATTEST:



County Clerk

APPROVED AS TO FORM:



County Counselor

RECEIVED

FEB 06 2004 BOONE COUNTY, MISSOURI

36-2004

THIS AGREEMENT entered into this 29 day of Jan, 2004, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and OATS, Incorporated hereinafter called "Agency,"

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Elderly and Disabled Transportation

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2004, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Door to door transportation for the elderly and disabled who cannot access city busses or taxis due to cost, schedules, extent of disability or other factors. Transportation services will be provided Monday through Friday from 7:00 a.m.-5:00 p.m. with riders making reservations five to seven days in advance. The agency will provide approximately 554 units (one-way trips) at an estimated cost of \$ 14.45 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2004 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of the Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$8,000.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2004, and ending on December 31, 2004; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:
By:

John L. McNeil
President, Board of Directors

BOONE COUNTY, MISSOURI

By:

Keith Johnson
Commissioner

Donna J. Yeager
Secretary, Board of Directors

CERTIFICATION:

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

June Pitchford by KF 1/23/2004
Auditor 1420-86698 #8000.00 Date

ATTEST:

Wendy J. Now
County Clerk

APPROVED AS TO FORM:

[Signature]
County Counselor

BOONE COUNTY, MISSOURI

36-2004

THIS AGREEMENT entered into this 29 day of Jan, 2004, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and Rainbow House - Child Abuse and Neglect Emergency Shelter, Inc. hereinafter called "Agency,"

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Crisis Care for Children

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2004, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Crisis intervention services for children ages birth to eighteen whose parents have a need to place their child(ren) in temporary care on a voluntary basis due to family crisis and/or emergency. Parents must meet with agency staff and set goals for overcoming their crisis. Crisis care will be available 365 days of the year with services available until the current family crisis and/or emergency is resolved. The agency will provide approximately 8 units (24 hours of crisis care for one child) at an estimated cost of \$182.79 per unit.

II.

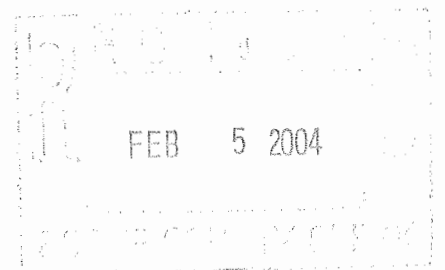
Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2004 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of the Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.



V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

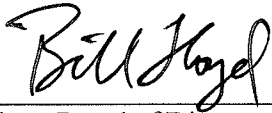
County agrees to pay Agency the sum of \$1,500.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.


This Agreement shall be for a term of twelve months commencing on January 1, 2004, and ending on December 31, 2004; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:
By:

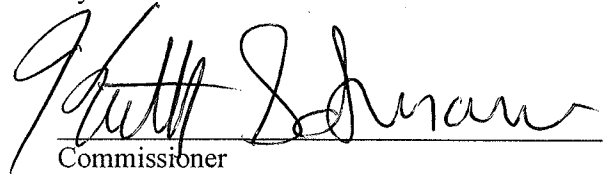


President, Board of Directors



Secretary, Board of Directors

BOONE COUNTY, MISSOURI
By:



Commissioner

CERTIFICATION:

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

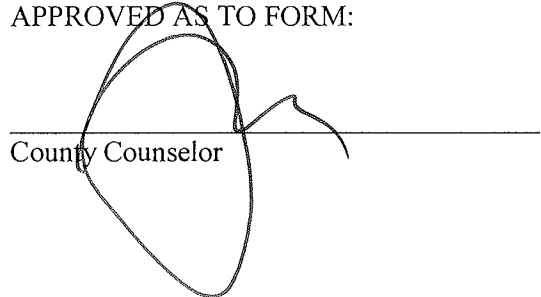
June Pitchford by RF 1/23/2004
Auditor Date
1420-86647 \$1500.00

ATTEST:



County Clerk

APPROVED AS TO FORM:



County Counselor

BOONE COUNTY, MISSOURI

36-2004

THIS AGREEMENT entered into this 29 day of Jan, 2004, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and Rainbow House - Child Abuse and Neglect Emergency Shelter, Inc. hereinafter called "Agency,"

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Emergency Shelter Care for Children

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2004, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Emergency foster care for children ages birth to eighteen who have been taken into court custody as victims of domestic violence, physical or sexual abuse, or severe emotional mistreatment. Emergency shelter and food along with a variety of support services will be provided to children 365 days of the year for up to 30 days per child until an appropriate living arrangement can be found. The agency will provide approximately 25 units (24 hours of emergency foster care for one child) at an estimated cost of \$180.78 per unit.

II.

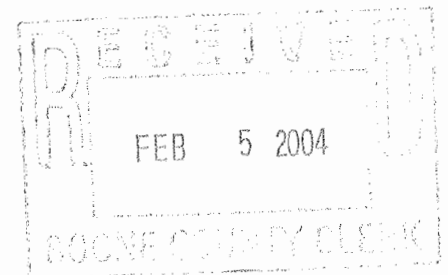
Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2004 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of the Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.



V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$4,500.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2004, and ending on December 31, 2004; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

THIS AGREEMENT entered into this 29 day of Jan, 2004, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and Rainbow House - Child Abuse and Neglect Emergency Shelter, Inc. hereinafter called "Agency,"

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Clinical Services

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2004, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Clinical services designed to help prevent child abuse and neglect. Clinical services will be provided by a Clinical Services Coordinator and include the Parents Learning Useful Skills (PLUS) program, Rainbow Kids Therapy and parenting support groups. The agency will provide approximately 11 units (one hour of clinical service) at an estimated cost of \$91.88 per unit.

II.

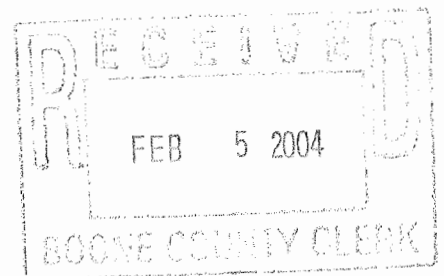
Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2004 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of the Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.



V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$1,000.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2004, and ending on December 31, 2004; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:

By:



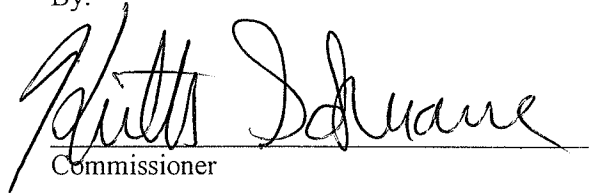
President, Board of Directors



Secretary, Board of Directors

BOONE COUNTY, MISSOURI

By:



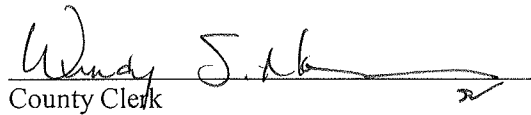
Commissioner

CERTIFICATION:

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

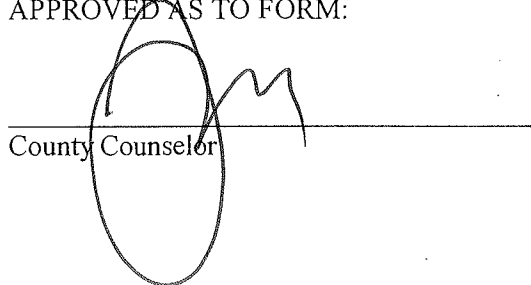
June Pitchford by KF 1/23/2004
Auditor Date
1420-86647 \$1,000.00

ATTEST:



County Clerk

APPROVED AS TO FORM:



County Counselor

THIS AGREEMENT entered into this 29 day of Jan, 2004, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and Reality House Incorporated hereinafter called "Agency,"

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Offender Evaluation Program

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2004, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Provide an offender evaluation program for adult legal offenders between the ages of 17-25 who are not on probation, but are being considered for probation or prison. Services will include 24-hour a day supervision within the facility and checks on resident activities outside the facility. Residents will be monitored through the use of sign-in and sign-out procedures, regular checks with employers and teachers and alcohol and drug testing. Treatment will include structured groups as well as group and individual therapy supervised by a state certified and licensed counselor. The agency will provide approximately 226 units (one 24-hour day of care and treatment for one person) at an estimated cost of \$57.50 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2004 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of the Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$13,000.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2004, and ending on December 31, 2004; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:

By:

Carroll Highway
President, Board of Directors

Theri B. Dunscombe
Secretary, Board of Directors

BOONE COUNTY, MISSOURI

By:

[Signature]
Commissioner

CERTIFICATION:

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

June Pitchford by KF 1/23/2004
Auditor Date
1420-86625 \$13,000.00

ATTEST:

Wendy S. Hall
County Clerk

APPROVED AS TO FORM:

[Signature]
County Counselor

RECEIVED

MAR 05 2004 BOONE COUNTY, MISSOURI

36-2004

THIS AGREEMENT entered into this 29 day of Jan, 2004, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and Independent Living Center of Mid-Missouri d.b.a. Services for Independent Living hereinafter called "Agency,"

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Transportation Services for Persons with Disabilities

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2004, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

Door-to-door transportation services from 8:00 a.m.-5:00 p.m. for persons with disabilities who are unable to access existing fixed route and para-transit public transportation. Evening transportation will be provided on a scheduled basis for agency sponsored and other community programs. Transportation services will be provided using a lift-equipped mini-bus, a lift-equipped van, and a standard van. Transportation will be provided to persons with disabilities in order to attend programs at the agency as well as for shopping, health and dental care appointments, recreation, to attend community events and for employment and education related travel. The agency will provide approximately 67 units (one way transportation for one person) at an estimated cost of \$30.04 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2004 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of the Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.

V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$2,000.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2004, and ending on December 31, 2004; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:

By:

Charles T. Henderson

President, Board of Directors

Catherine Dummer

Secretary, Board of Directors

BOONE COUNTY, MISSOURI

By:

Paul J. Johnson

Commissioner

CERTIFICATION:

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

June Patchford by KF 1/23/2004
Auditor Date
1420-86690 \$2000.00

ATTEST:

Wendy J. Clark
County Clerk

APPROVED AS TO FORM:

[Signature]
County Counselor

BOONE COUNTY, MISSOURI

36-2004

THIS AGREEMENT entered into this 29 day of Jan, 2004, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County," and Voluntary Action Center hereinafter called "Agency,"

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Family Information, Referral, and Resource Program

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2004, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

The Voluntary Action Center serves as the agency of first and last resort, providing intervention, client advocacy and emergency assistance. Staff members will assess client needs, assist clients in accessing services, and track client populations and needs served. Services are targeted to persons at or below the poverty level and include both in-office and telephone information and referral. Many clients require extended (multiple) referrals. The agency will provide approximately 326 units (clients served) at an estimated cost of \$7.68 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the revised FY2004 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of the Boone County Commission prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to an audit and review by the County of Boone, or its designated agent, at the request of the County, which shall include a review of the Agency's administration and management of social and human services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County of Boone.

IV.

Agency agrees to submit to the Office of the Boone County Commission, four quarterly reports, each within 30 days of the end of each quarter; quarterly reports shall be prepared in a form and manner prescribed by County.



V.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VI.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

VII.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

VIII.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

IX.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

County agrees to pay Agency the sum of \$2,500.00 as follows:

- A. The County will pay 22.5% of the contracted sum at the time of the signing of this contract. At the beginning of the next succeeding three quarters, the County will pay 22.5% upon receipt of the previous quarter's report.
- B. The County will pay the contracted balance of 10% after receipt of the final quarterly report.

This Agreement shall be for a term of twelve months commencing on January 1, 2004, and ending on December 31, 2004; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:

By:

Susan M. Sewer
President, Board of Directors

Lynn H. Cole
Secretary, Board of Directors

BOONE COUNTY, MISSOURI

By:

[Signature]
Commissioner

CERTIFICATION:

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

Jane Pitchford by KF 1/23/2004
Auditor Date
1420-84200 \$2500.00

ATTEST:

[Signature]
County Clerk

APPROVED AS TO FORM:

[Signature]
County Counselor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned Term. 20 04

In the County Commission of said county, on the 29th day of January 20 04

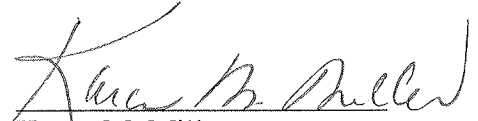
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the use of the Courthouse Grounds and Commission Chambers on March 12, 2004 from 4:00 to 6:00 p.m. and March 13, 2004 from 6:00 to 10:30 a.m. for the St. Patrick's Day 5K Run sponsored by Premier Marketing Group. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

Done this 29th day of January, 2004.



Keith Schnarre
Presiding Commissioner

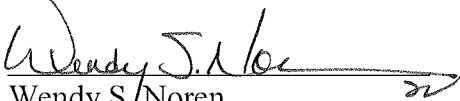


Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

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



Roger B. Wilson
Boone County Government Center
801 East Walnut Room 245
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

*Commission
Please
copy 1-27-04*

Boone County Commission

37-2004

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse grounds as follows:

Description of Use: Awards Ceremony for St. Patrick's Day 5K Run
Date(s) of Use: March 12 (4pm-6pm), March 13 6am-10:30am
Time of Use: From: see above a.m./p.m. thru see above a.m./p.m.

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws and ordinances in using Courthouse grounds.
2. To remove all trash or other debris which may be deposited on the courthouse grounds by participants in the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds.
4. To conduct its use of courthouse grounds in such a manner as to not unreasonably interfere with normal courthouse functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds as specified in this application.

Name of Organization/Person: Premier Marketing Group (KFRU, 1400am)
Organization Representative/Title: Jules Young, KFRU Promotions Director
Address/Phone Number: 503 old 63 North, Columbia, MO 65201 (573) 449-4141
(ext. 303)
Date of Application: January 19, 2004

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Wendy J. No
County Clerk

BOONE COUNTY, MISSOURI

Keith Schnarre
County Commissioner

DATE: 29 JAN 2004

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

January Session of the January Adjourned

Term. 20 04

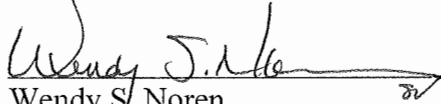
In the County Commission of said county, on the 29th day of January 20 04

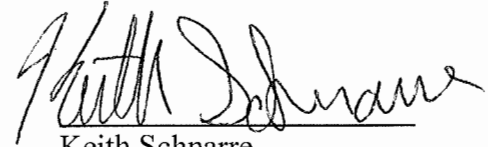
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby authorize a closed session on Monday, February 2, 2004 8:00 a.m. The meeting will be held in Room 243 of the Roger B. Wilson Boone County Government Center at 801 E Walnut, Columbia, Missouri, as authorized by 610.021(2) RSMo. to discuss leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore.

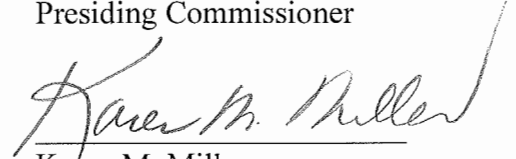
Done this 29th day of January 2004.

ATTEST:

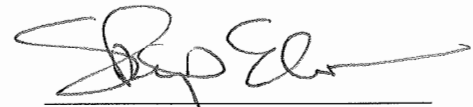

 Wendy S. Noren
 Clerk of the County Commission



Keith Schnarre
 Presiding Commissioner



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner