

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.


September Session of the August Adjourned Term. 20 02

In the County Commission of said county, on the 3rd day of September 20 02

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

Now on this day, the County Commission of the County of Boone does hereby award bid MM31 for Long Distance Telephone Services to McLeodUSA. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

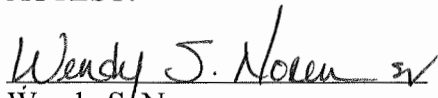
Done this 3rd day of September, 2002.


Don Stamper
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST:


Wendy S/Noren
Clerk of the County Commission

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: August 20, 2002
RE: MM31 – Long Distance Telephone Service

The Mid-Missouri Cooperative Bid for Long Distance Telephone Service was issued on December 6, 2001. The bid closed on January 17, 2002. A total of two bids were received from the following vendors: McLeod USA and Sprint.

The cooperative agreed to wait to evaluate this bid until the State of Missouri completed their award for their Long Distance Telephone Bid. The State issued an award in July 2002 to WorldCOM. The Boone County Evaluation Committee (consisting of Melinda Bobbitt, Marlene Ridgway, Skip Elkin and Gary Crapenhof) met July 22 to evaluate the bid.

The Evaluation Committee is recommending award to McLeodUSA for offering the lowest and best proposal for Boone County. The evaluation committee analyzed the proposal pricing submitted by Sprint, McLeodUSA and the state pricing for the WorldCOM contract. It is anticipated that awarding to McLeodUSA will save the County \$1,900/year from what we are paying now from the previous state contract with WorldCOM.

This contract shall run through December 31, 2003 with an option of four, one-year renewals. As this is a Term and Supply contract, there are no attached Purchasing Requisitions.

ATT: Long Distance Telephone Evaluation

MM31 - Long Distance Telephone
Evaluation

MM31 - Long Distance Telephone Bid Evaluation

A	B	C		I	K	Q	R
	County Minute Usage: IntraLata: 7,787/month	County Minute Usage: IntraState: 6,370/month	County Minute Usage: InterState: 3,362	Switched - Interstate Day or Evening	Switched - Intrastate Day or Evening		TOTAL MONTHLY COST
Sprint	\$735.09	\$601.33	\$225.25	\$0.0670	\$0.0944		\$1,561.67
McLeodUSA	\$545.09	\$445.90	\$252.15	\$0.0750	\$0.0700		\$1,243.14
WorldCOM Current Prices (not on contract)	\$622.96	\$509.60	\$268.96	\$0.0800	\$0.0800		\$1,401.52
WorldCOM	\$817.64	\$668.85	\$159.70	0.0475	0.1050		\$1,646.19

Evaluation based upon: Peak Hours: 88% of calls; Non-Peak Hours: 12% of calls;
Average Number of Monthly Minutes: (17,697) of which IntraLata 44% (i.e. Clark, MO); IntraState 36%(i.e. St. Louis, MO); InterState 19% (state-to-state); 6,371 IntraState Peak Minutes/month;3,008 InterState/month

**PURCHASE AGREEMENT
FOR
LONG DISTANCE TELEPHONE SERVICE
TERM AND SUPPLY**

THIS AGREEMENT dated the 3rd day of September 2002 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **McLeodUSA**, 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 agreement for **Long Distance Telephone Service**, Mid-Missouri Public Purchasing Cooperative Request for Proposal for Long Distance Telephone Service, proposal number **MM31**, Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding, General Provisions, Introduction and General Information, Specifications, Proposal Submission Information, Vendor Response Sheet, Exhibit A & B, Addendum Number one, as well as proposal submitted by Contractor (signed by Cherie Beckmann and John Kraemer). All such documents shall constitute the contract documents, true copies of the same being attached hereto and maintained in the Boone County Purchasing Department and are incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the proposal specifications and proposal sheets for the term and supply contract, General Conditions of Bidding and General Provisions, shall prevail and control over the Contractor's bid response.
2. **Basic Services** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with long distance telephone service; rates shall be based as set forth in the Contractor's proposal response, and shall include an Intrastate switched rate of \$0.07/minute and Interstate switched rate of \$0.075/minute.
3. **Billing and Payment** - All billing shall be decentralized and invoiced to each County department. Billings may only include the prices listed in the Contractor's proposal response. The County agrees to supply the Contractor with a list of phone numbers under each department. The County agrees to pay all invoices within thirty days of receipt. No other fees shall be included as additional charges in excess of the charges in the Contractor's response to the proposal specifications. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
4. **Contract Duration** - The services under this agreement shall be guaranteed from the commencing date of the contract and ending December 31, 2003, and may be automatically

renewed for up to an additional four (4) one-year periods unless canceled by either party. For each year thereafter, the contract will become effective on January 1.

- 5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other proposal or proposal specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 7. **Termination** - This agreement may be terminated by the County upon ten 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 service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or
 - c. If appropriations are not made available and budgeted for any calendar year.

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

McLeodUSA

by Donata Early
 title As Sales Mgr

BOONE COUNTY, MISSOURI

by: Boone County Commission
Don Stamper
 Don Stamper, 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) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

no encumbrance required 8/21/02
 Signature _____ Date _____ County Wide Term/Supply
 _____ Appropriation Account

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
mbobbitt@boonecountymo.org

January 14, 2004

Doug Small
McLeod USA
19 Research Park Court
St. Charles, MO 63304

RE: Bid # MM31 – Long Distance Telephone Service

Dear Mr. Small:

The County of Boone wishes to renew the above referenced contract. We will be renewing our contract per paragraph 4 - *Contract Duration* of the Purchase Agreement under the same terms and conditions as set in the original bid. The contract renewal period is January 1, 2004 through December 31, 2004.

Should you have any questions, please contact me.

Sincerely,

Melinda Bobbitt, CPPB
Director of Purchasing

cc Bid File
Shawna Victor, Clerk
Diana Manlove, Auditor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 2004

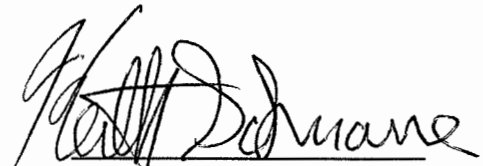
In the County Commission of said county, on the

20th day of July 20 04

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

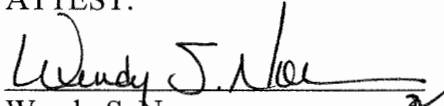
Now on this day the County Commission of the County of Boone does hereby cancel the contract for bid MM31 for Long Distance Telephone Service with McLeodUSA for non-compliance of Paragraph 7a (failure to provide an account representative) of said contract. Said cancellation will be effective August 31, 2004.

Done this 20th day of July, 2004.



Keith Schnarre
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

absent

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

287-2004

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: July 19, 2004
RE: MM31 – Long Distance Telephone Service

Purchasing requests approval from the commission to exercise our option to cancel the Long Distance Telephone Service contract per paragraph 7a of the Contract Agreement for failure to provide an Account Representative as detailed in section 2.6, page 12 of the original bid. After making multiple requests this past year for an account representative, I was told by one of the "multiple" customer service representatives that they were absolutely not going to be assigning a specific customer service representative to our account. Without an assigned customer service representative, we found follow-up to all of our numerous problems to be impossible to obtain. In addition, since the beginning of this contract, their customer service representatives had us switch back and forth between pic codes 0725 and 0555. We cannot continue to have these disruptions in our service.

The last effective date of this contract will be August 31, 2004.

cc: Bid File

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

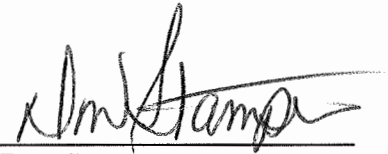
September Session of the August Adjourned Term. 20 02

In the County Commission of said county, on the 3rd day of September 20 02

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

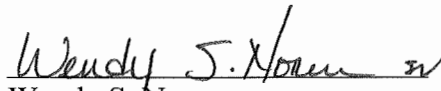
Now on this day, the County Commission of the County of Boone does hereby approve the agreement between the Curators of the University of Missouri and the Boone County Sheriff's Department for providing safety and security for University of Missouri home football games.

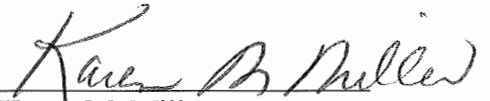
Done this 3rd day of September, 2002.



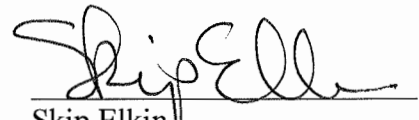
Don Stamper
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

AGREEMENT

THIS AGREEMENT is made and entered into by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, contracting on behalf of its Intercollegiate Athletic and Police Departments at the University of Missouri-Columbia (hereafter "University") and THE BOONE COUNTY SHERIFF'S DEPARTMENT (hereafter "County").

WITNESSETH:

WHEREAS, University is desirous of obtaining assistance in providing safety and security for its home football games;

WHEREAS, County has the personnel and expertise to assist University in its efforts; and

WHEREAS, the parties deem it to their mutual benefit to set for the terms of their agreement in writing;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. County will provide appropriately trained personnel and assistance as mutually agreed at home football games during the 2002 season. Games are scheduled to be held on September 7, September 28, October 5, October 26, November 9, and November 23, 2002.
2. University will consult with County in planning, scheduling and conducting the work to be performed pursuant to this agreement. University's representative for such purposes shall be Major Jack Watring; County's representative shall be Major O.J. Stone.
3. University shall compensate County for services rendered pursuant to this agreement at the rate of ~~\$30.00~~ ^{\$ 35.00} per hour. County will invoice University for services rendered at the conclusion of each game during the term of this agreement. Such invoices shall contain sufficient documentation to permit independent verification by University of amounts due.
4. The parties mutually agree that:
 - a. Work conducted under this agreement will be carried out according to procedures which are mutually acceptable to the parties.

- b. County acts as an independent contractor for purposes of this agreement, and shall not act as an agent for the University. Nor shall any individuals assigned by County to render services pursuant to this agreement be deemed to be employees of the University for any purposes whatsoever, including but not limited to Social Security, Employment Compensation, Workers Compensation or other insurance.
- c. University shall retain overall administrative and professional supervision of individuals rendering services pursuant to this agreement insofar as their presence affects the operations of University.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives as of the dates below their respective signatures.

THE CURATORS OF THE
UNIVERSITY OF MISSOURI

BOONE COUNTY

Signature



Signature

Title



Title

Date

8-26-02

Date

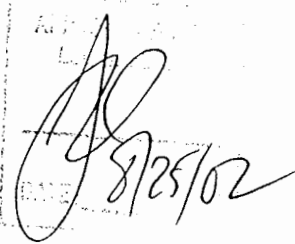
CERTIFICATION:

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

June Pitchford by KF 8/26/2002
Auditor Date

1251-10100 and/or 1255-10100

Contract will generate revenues to cover all related expenditures. Budget amendment for revenues and expenditures will be done at end of contract period.



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

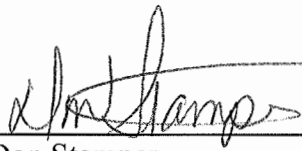
September Session of the August Adjourned Term. 20 02

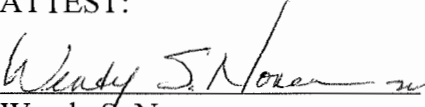
In the County Commission of said county, on the 3rd day of September 20 02

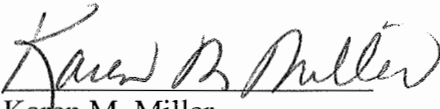
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the Grant Application for the Missouri Sheriff's Methamphetamine Relief Team (MoSMART) Project.

Done this 3rd day of September, 2002.


Don Stamper
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Missouri Sheriff's Meth-Amphetamine Relief Team

MOSMART Project

MOSMART USE ONLY
CONTRACT NUMBER

380-2002

APPLICATION FOR CONTRACT

INSTRUCTIONS

This application must be typewritten. Please read the instructions before completing the application.

APPLICANT ORGANIZATION

AGENCY	PHONE	FAX
BOONE COUNTY SHERIFF'S DEPARTMENT	573-875-1111	573-874-8953
ADDRESS		
2121 COUNTY DRIVE		
CITY	STATE	ZIP
COLUMBIA	MO	65202

PROJECT DIRECTOR

NAME	PHONE	FAX
T. P. BOEHM	573-875-1111	573-874-8953
TITLE		
SHERIFF		

AGENCY		
BOONE COUNTY SHERIFF'S DEPARTMENT		
ADDRESS		
2121 COUNTY DRIVE		
CITY	STATE	ZIP
COLUMBIA	MO	65202

APPLICANT AUTHORIZED OFFICIAL

NAME	PHONE	FAX
DONALD STAMPER	573-886-4305	573-886-4311
TITLE		
PRESIDING COMMISSIONER		

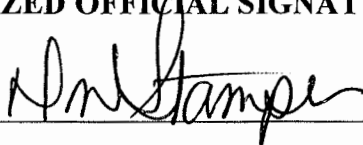
AGENCY		
COUNTY OF BOONE		
ADDRESS		
801 E. WALNUT STREET		
CITY	STATE	ZIP
COLUMBIA	MO	65201

APPLICANT FISCAL OFFICER

NAME	PHONE	FAX
KAY MURRAY	573-886-4275	573-886-4311
TITLE		
TREASURER		

AGENCY		
COUNTY OF BOONE		
ADDRESS		
801 E. WALNUT STREET		
CITY	STATE	ZIP
COLUMBIA	MO	65201

(MOSMART APPLICATION CONTINUED)

BOARD CHAIRMAN INFORMATION (If Applicable)		
NAME	PHONE	FAX
TITLE		
AGENCY		
ADDRESS		
CITY	STATE	ZIP
CHECK PAYEE INFORMATION		
CHECK PAYABLE TO COUNTY OF BOONE		
TREASURER KAY MURRAY		
ADDRESS 804 E. WALNUT STREET		
CITY	STATE	ZIP
COLUMBIA	MO	65201
MOSMART PROGRAM TITLE		
BOONE COUNTY METH REDUCTION PROGRAM		
APPLICANT'S FEDERAL TAX ID NUMBER		
43-6000349		
PROGRAM DESCRIPTION		
METHAMPHETAMINE INVESTIGATION AND REDUCTION		
REQUESTED CONTRACT PERIOD	BEGINNING DATE:	January 1, 2003
	ENDING DATE:	December 31, 2003
AUTHORIZED OFFICIAL SIGNATURE		
SIGNATURE		DATE
		9-8-02 August 13, 2002

BUDGET NARRATIVE

The funds requested by this department within this grant shall be utilized to pay the salary and fringe benefits for the investigator. All other costs incurred by this position shall be assumed by the Boone County Sheriff's Department.

MOSMART GRANT

AGENCY: BOONE COUNTY SHERIFF'S DEPART

BUDGET DETAIL WORKSHEET

Purpose: The Budget Detail Worksheet is a form to assist you in the preparation of the budget and budget narrative. All categories must be filled out with the required information. The cost column of each item should be rounded off to the nearest dollar. Any category of expense not applicable to your budget may be deleted.

A. Personnel - List each position by title. Show the annual salary rate that is consistent within the applicant organization pay scale and the percentage of time to be devoted to the project.

<u>Name/Position</u>	<u>Computation</u>	<u>Cost</u>
Jeffrey S. Baker/Meth investigator	40,604 x 1 year	\$ 40,604.00
Cost of living increase	40,604. X 2.5%	\$ 1,015.00
Overtime for investigator	29.28 x 50 hours x 1 year	\$ 1,464.00

TOTAL \$ 43,083.00

B. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula and calculated only for the personnel listed in budget category (A).

<u>Name/Position</u>	<u>Computation</u>	<u>Cost</u>
Employee FICA	41617. X 7.65%	\$ 3,184.00
Retirement	41617. X 6.0%	\$ 2,497.00
Health Ins.	247.50 x 12 months	\$ 2,970.00
Worker's Comp	41617./100x\$4.48	\$ 1,864.00
Life Insurance, Disability Ins. & Dental In	Life = \$33.; Dental = \$260.; Disability = .0046xsalary	\$ 484.00

TOTAL \$ 10,999.00

Total Personnel & Fringe Benefits \$ 54,082.00

MOSMART GRANT

AGENCY: Boone County Sheriff's Department

Budget Detail Worksheet

Page 2

C. Travel - Itemize travel expenses of project personnel by purpose. Show the basis of computation. Travel and meals for trainees should be listed separately. Identify the location of travel.				
<u>Purpose of Travel</u>	<u>Location</u>	<u>Item</u>	<u>Computation</u>	<u>Cost</u>
Meth Investigations		Fuel	260 days x \$10	\$2,600.00
				TOTAL \$ 2,600.00

D. Equipment - List non-expendable items that are to be purchased and an acquisition cost of less than \$5,000 per item. Describe the procurement method to be used.		
<u>Item</u>	<u>Computation</u>	<u>Cost</u>
	N/A	
		TOTAL \$ -

MOSMART GRANT

AGENCY: BOONE COUNTY SHERIFF'S DEPART

Budget Detail Worksheet

Page 3

<u>Supply Items</u>	<u>Computation</u>	<u>Cost</u>
	N/A	
		TOTAL \$
		-

<u>Purpose</u>	<u>Description of Work</u>	<u>Cost</u>
	N/A	
		TOTAL \$
		-

MOSMART GRANT

AGENCY: _____

Budget Detail Worksheet

Page 4

<u>Item</u>	<u>Computation</u>	<u>Cost</u>
	N/A	
		TOTAL \$
		-

<u>Description</u>	<u>Computation</u>	<u>Cost</u>
	N/A	
		TOTAL \$
		-

MOSMART GRANT

AGENCY: BOONE COUNTY SHERIFF'S DEPARTMENT

Budget Detail Worksheet

Page 5

Budget Summary- When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Enter the grand total of all expenses.

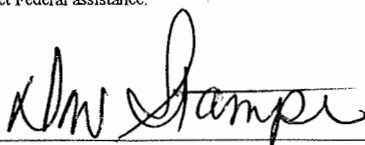
<u>Budget Category</u>	<u>Amount</u>
A. Personnel	\$ 43,083.00
B. Fringe Benefits	\$ 10,999.00
C. Travel	\$ 2,600.00
D. Equipment	\$ -
E. Supplies	\$ -
F. Construction	\$ -
G. Contracts	\$ -
H. Other Cost	\$ -
TOTAL PROJECT COSTS	\$ 56,682.00

MOSMART

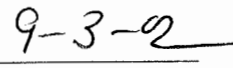
ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87: E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements--28 CFR, Part 66, Common Rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been dully adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal Sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed in the Environmental protection Agency's (EPA-list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environment Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.



Signature



Date

MOSMART AUDIT REQUIREMENTS

AGENCY NAME

BOONE COUNTY SHERIFF'S DEPARTMENT

PROJECT TITLE

BOONE COUNTY METH REDUCTION PROGRAM

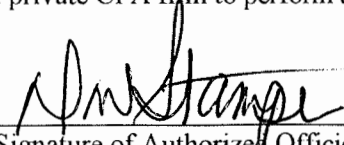
MOSMART USE ONLY**CONTRACT NUMBER**

As a recipient of federal funds through MOSMART, you are required to comply with federal audit requirements. Not-for-profit organizations must comply with the provisions for audit contained in OMB Circular A-133.

This form must be completed and be in our files prior to issuing any contract award to your agency for this project.

- (1). Date of last Audit: JANUARY 1, 2002
- (2). Dates covered by last Audit: JANUARY 1, 2001 - DECEMBER 31, 2001
- (3). Audit performed by, (State Auditor, CPA firm, etc.) If private firm, indicate name and telephone number: KPMG, LLP
10 S. BROADWAY
ST. LOUIS, MISSOURI 63102-1761 PHONE: 314-444-1400
- (4). Date of next Audit: JANUARY 1, 2003
- (5). Dates covered by next Audit: JANUARY 1, 2002 - DECEMBER 31, 2002
- (6). Date next Audit will forwarded to MOSMART: JULY, 2003
- (7). Next Audit will be performed by (State Auditor, CPA firm, etc.) If private firm, indicate name and telephone number: KPMG, LLP
10 S. BROADWAY
ST. LOUIS, MISSOURI 63102-1761 PHONE: 314-444-1400

NOTE: The State Auditor of Missouri audits all state agencies, third and fourth-class counties and all judicial circuits. First and second class counties and other local political subdivisions and not-for-profit agencies must make arrangements with a private CPA firm to perform an audit.



Signature of Authorized Official

9-03-02

Date

MOSMART

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes

or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees as defined at 28 CFR Part 67 Sections 67.615 and 67.620--

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as condition of employment under the grant, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(c) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620--

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

COUNTY OF BOONE 801 E. WALNUT STREET COLUMBIA, MO 65201

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

BOONE COUNTY METH REDUCTION PROGRAM

43-6000349

4. Typed Name and Title of Authorized Official

Donald Stamper

DONALD STAMPER PRESIDING COMMISSION

9-3-02

5. Signature

6. Date

NON-SUPLANT LETTER

Date: August 27, 2002

Sheriff John Jordan
MOSMART Coordinator

Re: Non-Supplant Certification

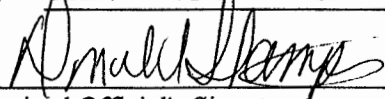
Dear Sheriff Jordan:

I the undersigned, being the authorized official for BOONE COUNTY hereby guarantee and certify the following; any Federal Funds received through the Missouri Sheriff's Methamphetamine Relief Team (MOSMART) contract, will not be used to supplant funds already appropriated to the BOONE COUNTY SHERIFF'S DEPARTMENT, for their anti-methamphetamine initiatives. Any Federal Funds received will be used to supplement the BOONE COUNTY SHERIFF'S DEPARTMENT anti-methamphetamine initiatives.

In addition to this I also acknowledge that MOSMART funds are a one-time contract award through the Bureau of Justice Assistance and are not renewable.

Name: DONALD STAMPER

Title: RESIDING COMMISSIONER

 9-3-02
Authorized Official's Signature Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

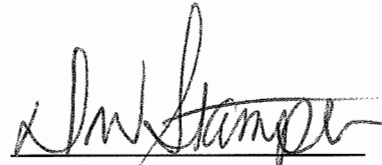
September Session of the August Adjourned Term. 20 02

In the County Commission of said county, on the 3rd day of September 20 02

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 use of the Commission Chambers of the Roger B. Wilson Boone County Government Center on September 13, 2002 from 10:00 a.m. to 1:00 pm. For a Missouri Votes Conservation meeting.

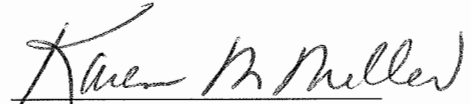
Done this 3rd day of September, 2002.



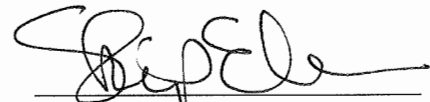
Don Stamper
Presiding Commissioner

ATTEST:

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



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Don Stamper, Presiding Commissioner
Karen M. Miller, District I Commissioner
Chip Elkin, District II Commissioner



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

Commission agenda

Boone County Commission

381-2002

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER REQUEST TO USE CONFERENCE ROOM

Today's Date 8-22-02 Date of Event 9-13-02 Hours Needed 10AM-1pm
Organization Missouri Votes Conservation
Contact Josh Campbell, Political Coord. Telephone # 314-727-0600
Substitute _____ Telephone # _____

TYPE OF EVENT

Meeting

Room requested:

X Chambers _____ Room 208
_____ Room 139 _____ Room 220

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the August Adjourned Term. 20 02

In the County Commission of said county, on the 3rd day of September 20 02

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

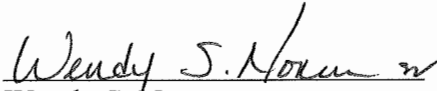
Now on this day, the County Commission of the County of Boone does hereby authorize the use of the use of the Courthouse Grounds on September 16, 2002 from 3:00 p.m. to 6:30 p.m. for a Proclamation for Hispanic Heritage Month by Adelante, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application

Done this 3rd day of September, 2002.



Don Stamper
Presiding Commissioner

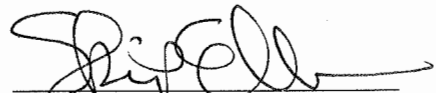
ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Stamps, Presiding Commissioner
M. Miller, District I Commissioner
Elkin, District II Commissioner



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

Commission agenda

Boone County Commission

382-2002

APPLICATION FOR PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE GROUNDS

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

Description of Use: *Adebank, Inc. Proclamation for Hispanic Heritage Month*

Date(s) of Use: *Sept. 16, 2002*

Time of Use: From: *3:00* a.m./p.m. thru *6:30* 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 grounds of time and place of use and abide by all applicable laws and ordinances in using Courthouse
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 or 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: *Adebank, Inc.*

Organization Representative/Title: *Julio C. Locio / Vice-President*

Phone Number: *446-1370*

Date of Application: *August*

PERMIT FOR ORGANIZATIONAL USE OF COURTHOUSE GROUNDS

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

ATTEST:

BOONE COUNTY, MISSOURI

Wendy S. Noren
Clerk

[Signature]
Commissioner

DATE: *09/03/2002*

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the August Adjourned Term. 20 02

In the County Commission of said county, on the 3rd day of September 20 02

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 use of the Courthouse Grounds on September 20, 2002 from 9:00 p.m. to 1:30 a.m. for a Latin Dance by Adelante, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

Done this 3rd day of September, 2002.

ATTEST:

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

Don Stamper
 Don Stamper
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner

Hamper, Presiding Commissioner
M. Miller, District I Commissioner
Elkin, District II Commissioner



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

Commission agenda

Boone County Commission

383-2002

APPLICATION FOR PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE GROUNDS

The undersigned organization hereby applies for a permit to use the Boone County Courthouse grounds as follows:
Description of Use: *Adelaide, Inc. Fair Dance with DJ*

Date(s) of Use: *Sept. 20, 2002*

Time of Use: From: *9:00* a.m./p.m. thru *1:30* 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 grounds. of time and place of use and abide by all applicable laws and ordinances in using Courthouse
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 or 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: *Adelaide, Inc.*

Organization Representative/Title: *Julio C. Porio / Vice-President*

Phone Number: *446-1370*

Date of Application: _____

PERMIT FOR ORGANIZATIONAL USE OF COURTHOUSE GROUNDS

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

ATTEST:

Wendy S. Norman
Clerk

BOONE COUNTY, MISSOURI

[Signature]
Commissioner

DATE: *09/03/2002*

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the August Adjourned Term. 20 02

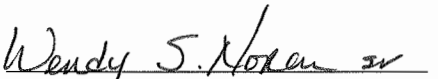
In the County Commission of said county, on the 3rd day of September 20 02
 the following, among other proceedings, were had, viz:


Now on this day, the County Commission of the County of Boone does hereby authorize the use of the use of the Courthouse Grounds on September 21, 2002 from 5:30 p.m. to 2:00 a.m. for a Performance and Carnival with live music by Adelante, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

Done this 3rd day of September, 2002.


 Don Stamper
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

Don Stamper, Presiding Commissioner
Karen M. Miller, District I Commissioner
Dale Elkin, District II Commissioner



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

Commission agenda

Boone County Commission

384-2002

APPLICATION FOR PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE GROUNDS

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

Description of Use: Performance & Carnival with live music

Date(s) of Use: September 21, 2002

Time of Use: From: 5:30 a.m./p.m. thru 2:00 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 grounds of time and place of use and abide by all applicable laws and ordinances in using Courthouse
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 or 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: Adelante, Inc.

Organization Representative/Title: Julio C. Lopez / Vice-President

Phone Number: 446-1370

Date of Application: _____

PERMIT FOR ORGANIZATIONAL USE OF COURTHOUSE GROUNDS

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

ATTEST:

Wendy J. Hosen
Clerk

BOONE COUNTY, MISSOURI
Don Stamper
Commissioner

DATE: 09/03/2002

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the August Adjourned Term. 20 02

In the County Commission of said county, on the 3rd day of September 20 02
 the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby adopt the attached
 September 11, 2002 Commemoration Proclamation.

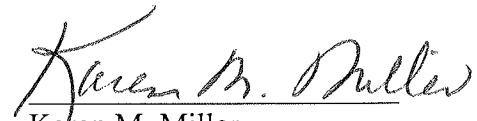
Done this 3rd day of September, 2002.

ATTEST:

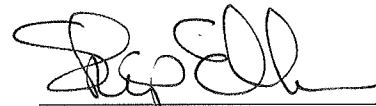
Wendy S. Noren
 Wendy S. Noren
 Clerk of the County Commission



Don Stamper
 Presiding Commissioner



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

SEPTEMBER 11, 2002 COMMEMORATION

PROCLAMATION

WHEREAS, on September 11, 2001, America was suddenly and brutally attacked by foreign terrorists, and;

WHEREAS, these terrorists hijacked and destroyed four civilian aircraft, crashing two of them into the towers of the World Trade Center in New York City, a third into the Pentagon outside Washington, DC, and the fourth into a field in Somerset County, Pennsylvania, and;

WHEREAS, thousands of innocent Americans were killed and injured as a result of these attacks, including the passengers and crew of the four aircraft, workers in the World Trade Center and in the Pentagon, rescue workers, and bystanders, and;

WHEREAS, these cowardly acts were by far the deadliest terrorist attacks ever launched against the United States, and, by targeting symbols of American strength and success, clearly were intended to intimidate our nation and weaken its resolve, and;

WHEREAS, these horrific events have affected all Americans. It is important that we carry on with the regular activities of our lives. Terrorism cannot be allowed to break the spirit of the American people, and the best way to show these cowards that they have truly failed is for the people of the United States and their counties to stand tall and proud,

Therefore be it resolved, that the governing board of Boone County condemns the cowardly and deadly actions of these terrorists, and;

Be it further resolved, that the governing board of Boone County supports the President of the United States, as he works with his national security team to defend against additional attacks, and find the perpetrators to bring them to justice, and;

Be it still further resolved, that the governing board of Boone County recommends to its citizens to support relief efforts by giving blood at the nearest available blood donation center.

Done this 11th Day of September 2002.



ATTEST:

Don Stamper
Don Stamper, Presiding Commissioner

Karen M. Miller
Karen M. Miller, District I Commissioner

Skip Elkin
Skip Elkin, District II Commissioner

Wendy S. Noren
Wendy S/Noren, County Clerk