

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.


June Session of the May Adjourned Term. 20 03

In the County Commission of said county, on the 26th day of June 20 03


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

Now on this day the County Commission of the County of Boone does hereby authorize the Boone County Public Works Department to work with the Boone County Historical Society for the placement of the Boonslick Trail signs at the designated appropriate locations at no up front to the County. The County will assume the maintenance of said signs after said signs are installed.


Done this 26th day of June, 2003.


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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.


June Session of the May Adjourned Term. 20 03

In the County Commission of said county, on the 26th day of June 20 03

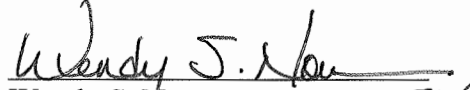
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 28-22APR03 for the Benson Road Improvement Project Phase II to C. L. Richardson Construction Company Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 26th day of June, 2003.


 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

Marlene Ridgway
Buyer



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

306-2003

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: 28-22APR03 – Benson Road Improvement Phase II
DATE: June 13, 2003

The above referenced bid opened during a commission meeting on April 22, 2003. After the bid opening, Panhandle Eastern Pipeline Company contacted us regarding some conflicts with the design plan. Attached is a letter from the Director of Public Works explaining in detail the resolution reached.

With that in mind, the Public Works department and the Purchasing department recommend award to C. L. Richardson Construction Company, Inc. for having the lowest and best bid meeting our minimum specifications. The total contract amount for the base bid is \$94,573.75 to be paid from organization 2045 account 71100. The amount budgeted for this project was \$131,000.00.

The bid tabulation is attached.

Bid Tabulation
28-22APR03 -PHASE II BENSON ROAD IMPROVEMENT
Base Bid

				Columbia Curb & Gutter		C. L. Richardson Const.		Bill Sullivan Excavation, Inc.	
Item 1	Bid Item Description	Units	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Type 2 Geotextile Silt Fence	Lf	1,300	\$3.00	\$3,900.00	\$3.25	\$4,225.00	\$8.00	\$10,400.00
2	6" Agg. Base Type 1	Sy	4,444	\$5.00	\$22,220.00	\$3.85	\$17,109.40	\$5.00	\$22,220.00
3	Excavation	Cy	609	\$10.00	\$6,090.00	\$2.95	\$1,796.55	\$5.00	\$3,045.00
4	Embankment	Cy	3,530	\$14.00	\$49,420.00	\$9.20	\$32,476.00	\$5.00	\$17,650.00
5	Seeding & Mulching	Ac	3.7	\$2,000.00	\$7,400.00	\$905.00	\$3,348.50	\$2,000.00	\$7,400.00
6	6" Agg. Drives	Sy	181	\$10.00	\$1,810.00	\$5.90	\$1,067.90	\$5.00	\$905.00
7	Type 4 Geotextile	Sy	4,444	\$1.10	\$4,888.40	\$1.10	\$4,888.40	\$2.00	\$8,888.00
8	15" CMP Type 1	Lf	52	\$35.90	\$1,866.80	\$23.50	\$1,222.00	\$30.00	\$1,560.00
9	24" CMP Type 2	Lf	100	\$43.30	\$4,330.00	\$42.75	\$4,275.00	\$35.00	\$3,500.00
10	35"x24" CMP Type 2	Lf	96	\$68.30	\$6,556.80	\$70.00	\$6,720.00	\$40.00	\$3,840.00
11	Temp. Livestock Fence	Lf	350	\$4.00	\$1,400.00	\$3.20	\$1,120.00	\$10.00	\$3,500.00
12	Perm. Wire Fence	Lf	350	\$9.00	\$3,150.00	\$3.75	\$1,312.50	\$10.00	\$3,500.00
13	Fence Removal	Lf	350	\$2.00	\$700.00	\$3.20	\$1,120.00	\$10.00	\$3,500.00
15	Traffic Control	Ls	1	\$1,500.00	\$1,500.00	\$1,030.00	\$1,030.00	\$5,000.00	\$5,000.00
16	Mobilization	Ls	1	\$12,000.00	\$12,000.00	\$5,250.00	\$5,250.00	\$2,500.00	\$2,500.00
18	Clearing and Grubbing	Ac	3.5	\$3,575.00	\$12,512.50	\$2,175.00	\$7,612.50	\$2,000.00	\$7,000.00
	Total				\$139,744.50		\$94,573.75		\$104,408.00

5.4.	Addendum Acknowledgment	Yes		Yes		Yes
	Addendum One	No		Yes		Yes
3.1	Completion of Bidder's Qualifications	Yes		Yes		Yes
6.1	Anti Collusion Statement	Yes		Yes		Yes
7.1.	Signature and Identity of Bidder	Yes		Yes		Yes
8.1	Bidder's Acknowledgment	Yes		Yes		Yes
	Bid Bond	Yes		Yes		Yes

Boone County Public Works

David W. Mink, P.E.

Director of Public Works

- ❖ Maintenance Operations Division
- ❖ Design and Construction Division
- ❖ Facilities Maintenance Division



5551 Highway 63 South
Columbia, Missouri 65201-9711
(573) 449-8515 ext (223)
FAX (573) 875-1602
EMAIL: dmink@boonecountymo.org

Date: June 11, 2003

To: County Commission

From: David Mink *DWM*

Subject: Benson Road Phase II

The Public Works Department recommends award to C.L. Richardson Construction for the bid price of \$94,573.75. The budget for this project is \$131,100. After bids were opened on April 22, 2003, the Department was notified by Panhandle Eastern Pipeline Company that the design that allowed the road to be constructed over their line was unacceptable. They had not communicated this during the design process in spite of frequent inquiries by the design engineer. The Department contacted the apparent low bidder and advised them that we needed time to resolve the problem before an award recommendation could be made. They were willing to hold their bid prices while we resolved the problem.

The Department received a proposal from Panhandle Eastern on June 9, 2003 estimating the cost to relocate the line at \$118,200. The Department decided to investigate the possibility of moving the proposed road alignment rather than moving the pipe. An alignment parallel but slightly to the north was reviewed. The construction on this new alignment should be essentially the same scope as was bid. The apparent low bidder agrees with this assessment and is willing to honor their bid prices. For these reasons, the Department believes that award of this bid is fair and reasonable. There may be more cost for removal of unsuitable material on the new alignment but this would be handled as a quantity change order. The apparent low bidder prefers to start this project in August, a little later than planned. Given their cooperation as we worked through this problem, the Department agrees to the later start time.

There will be additional engineering costs of \$2,500 and right-of-way costs of about \$1,000. The additional right-of-way purchase will need to be negotiated but we believe that the property owners will be receptive. The later start date will allow the Department time for the redesign and negotiations. The new alignment may result in slightly sharper curves but we would note the variance and post advisory signs if needed. All things considered, the Department believes that the proposed re-alignment of the road is the preferred option and recommends award of the contract to C.L. Richardson Construction.

6/13/03

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

Purch

DATE

2180

C. L. Richardson Const. Co.

VENDOR NO.

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE ZIP

306-2003

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

#28-22APR03

(Enter Applicable Bid / Sole Source / Emergency Number)

RECEIVED
JUN 17 2003

Ship To Department # 2045

Bill To Department # 2045

Department			Account					Item Description	Qty	Unit Price	Amount
0	4	5	7	1	1	0	0	Benson Road Phase II	1	94573.75	94573.75
								10% Contingency		9457.38	9457.38
								Total			104031.13

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.

David M... 6/16/03
Requesting Official

se
Auditor Approval

Logged

CONTRACT AGREEMENT

306-2003

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 C.L. Richardson Construction Co., 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 28-22APR03
Benson Road Improvement Phase II
PROJECT NO. 9708
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 all line items on the *Bid Form* for the amount of \$94,573.75.

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 Response
3. Statement of Bidders Qualifications
4. Instructions to Bidders
5. Bid Form
6. Anti-Collusion Statement
7. Signature and Identity of Bidder
8. Bidder's Acknowledgment
9. Insurance Requirements
10. Contract Conditions
11. Contract Agreement
12. Performance Bond
13. Labor & Material Payment Bond
14. General Specifications
15. Affidavit - Prevailing Wage
16. State Prevailing Wage Rates
17. Technical Specifications
18. All applicable addenda
19. 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-four thousand Five Hundred seventy-three dollars and seventy-five cents (\$94,573.75)

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 26 JUNE 2003 at Columbia, Missouri.

(Date)

OWNER, BOONE COUNTY, MISSOURI

By: Keith Schnarre
Keith Schnarre, Presiding Commissioner

ATTEST:

CONTRACTOR: C.L. RICHARDSON CONSTRUCTION CO., INC.

Wendy J. Noren
Wendy Noren, County Clerk *WJ*

By: C.L. Richardson
Authorized Representative Signature

By: C.L. RICHARDSON
Authorized Representative Printed Name

Title: PRESIDENT

Approved as to Legal Form:

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.)

2045-71100 - \$104,031.13

June C. Pitchford
Signature *by se*

6/19/03
Date

Appropriation Account

NOTICE TO PROCEED

DATE: August 13, 2003
TO: C.L. Richardson
ADDRESS: 15475 Highway 63 South
Ashland, MO 65010
PROJECT: Bid Number 28 – 22 APR 03
Benson Road Phase II Improvement

You are hereby notified that the Contract Time under the above contract will commence on **August 25, 2003**. You may start performing your obligations under the Contract Documents as of this date. In accordance with Instructions to Bidders, section 4.2, Contract Time shall not exceed **45** working days.

All inspections for this project should be called in to the Design & Construction office at 449-8515. If the party who you wish to speak with is not in, please leave your message with the receptionist. Do not leave messages concerning an inspection on voice mail.

A minimum of 24 hours notice must be given before you start.

OWNER, Boone County, Missouri

By: J.P. Watkins II
Date: 8/13/03

John P. Watkins II
Project Development Manager

cc. County Clerk
Purchasing
Director
R.O.W. Department
Inspection Department
Project File

306-2003



Boone County Public Works

5551 Highway 63 South, Columbia MO 65201-9711
Phone (573) 449-8515, Fax (573) 875-1602

PROJECT EXEMPTION CERTIFICATION FOR EXEMPT ENTITY CONSTRUCTION

Name of Exempt Entity: County of Boone
Address: 601 E. Walnut, 2nd Floor
City/State/Zip: Columbia, Missouri 65201

Tax Identification Number: 12464848

Project Identification Number: 9708

Project Bid Number: 29-22 APR 03

Project Location and Description of Project: Benson Road Phase II Improvement

Contract Date: 7/1/03

Estimated Completion Date: 10/31/03

Certificate Expiration Date: 10/31/03

Contractors are required to provide a copy of the project exemption certificate with the exempt entity's exemption letter.

This project exemption certificate does not allow contractor's to purchase machinery, equipment or tools, used in fulfilling this contract, tax exempt.

Suppliers accepting this project exemption certificate are required to render to the contractor invoices bearing the name of the entity and the project identification number.

An exempt entity that fails to revise the expiration date on this certificate as necessary to complete any work required by the contract will be liable for any sales tax determined due as a result of an audit of the contractor.

SIGNATURE OF AUTHORIZED AGENT:



DAVID NICHOLS
BOONE COUNTY PUBLIC WORKS

8/19/03
DATE

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

June Session of the May Adjourned Term. 20 03

In the County Commission of said county, on the 26th day of June 20 03
the following, among other proceedings, were had, viz:

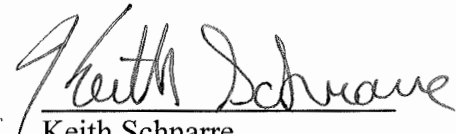
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision:

DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
2902-10100: LE Tax – Salaries and Wages	\$4,199.00	
2902-85620: LE Tax – Other Medical		\$4,199.00
1123-86800: Emergency	\$11,630.00	
1255-85620: Corrections – Other Medical		\$11,630.00

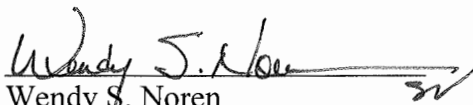
Said budget revision is to cover the 2003 portion of the Behavioral Health Concepts contract increase.

The County Commission of the County of Boone does hereby approve Contract Amendment #2 for Bid 15-28MAR00 for Mental Health Care Services for Inmates of the Boone County Jail. It is further ordered that the Presiding Commissioner be hereby authorized to sign said amendment.

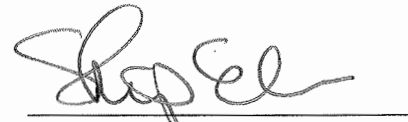
Done this 26th day of June, 2003.


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

REQUEST FOR BUDGET REVISION

RECEIVED

BOONE COUNTY, MISSOURI

JUN 19 2003

06-18-03

EFFECTIVE DATE

FOR AUDITORS USE


307-2003

Department					Account	Department Name	Account Name	(Use whole \$ amounts)	
								Transfer From	Transfer To
								Decrease	Increase
2	9	0	2		1 0 1 0 0	LE TAX	SALARY/WAGES	4,199.00	
2	9	0	2		8 5 6 2 0	LE TAX	OTHER MEDICAL		4,199.00
1	1	2	3		8 6 8 0 0	EMERGENCY FUNDS		11,630.00	
1	2	5	5		8 5 6 2 0	CORRECTIONS	OTHER MEDICAL		11,630.00

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 2003 PORTION OF BEHAVIORAL HEALTH CONCEPTS CONTRACT INCREASE. THE INCREASE IS FOR NURSE PASCHA BOYD DUE TO ADDITIONAL MENTAL HEALTH COURT REQUIREMENTS. SEE ATTACHED MEMO AND PAPERWORK.

BHC 2003-2004 Contract

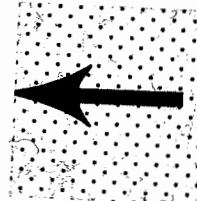
Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES NO
If not, please explain (use an attachment if necessary):




Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

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





Auditor's Office



PRESIDING COMMISSIONER

ABSENT

DISTRICT I COMMISSIONER



DISTRICT II COMMISSIONER

BOONE COUNTY SHERIFF'S DEPARTMENT

INTER-OFFICE COMMUNICATION

TO: Boone County Commission
FROM: Sheriff Boehm *T.B.*
DATE: 06/18/03 4:37 PM
SUBJECT: Mental Health Coordinator

Per attached memo, my staff has prepared a Budget Revision and Purchase Requisition as recommended by Auditor Pitchford.

I would like to bring to your attention that the additional 2 hours requested is for additional paperwork needed for referral to the Mental Health Court. The Mental Health Court was budgeted by department number 2904, not 2902. Therefore I feel in future budget years this amount should be allocated to department 2904, so we can justify expenditures of Prop L monies.

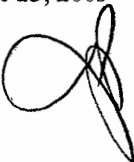
Commissioners:

The increased cost in the BHC contract which is being allocated to Prop L monies is a *Corrections expense*, not a Mental Health Court Expense. Therefore, it should be included in the Prop L Corrections Budget (Department #2902) rather than in the Prop L Mental Health Court Budget (Dept. #2904).

Albeit, implementation of Mental Health Court has caused the need for additional jail psychiatric referral services, but the services themselves are Corrections expenses, not Mental Health Court expenses. The Mental Health Court receives referrals from several sources besides the Boone County Jail and the cost associated with these referrals is paid for by the referring agency. The Mental Health Court program does not pay for these costs. The Mental Health Court budget pays for the costs associated with operating the Mental Health Court.

Finally, it is important to remember that all costs associated with the BHC contract, a contract for which the Sheriff is responsible, should be charged against a budget over which the Sheriff has responsibility. The Sheriff does not have responsibility over the Dept. 2904 budget therefore it would be inappropriate to allocate charges from the BHC contract to the budget of the Court unless the Court was in agreement with this approach and shared contract administration and oversight responsibilities.

June Pitchford
June 23, 2003



From: June Pitchford
To: Leasa Quick
Date: 6/17/03 7:14AM
Subject: Re: Budget Revision for BHC pending Contract

Leasa,
I think you should allocate the cost for the 2 hours per week to Dept #2902 (Corrections). you can use the same account number that is used in #1255. Thanks,
June

>>> Leasa Quick 06/16/03 02:54PM >>>

June, does mental health court program portion need to come from their prop L budget, and do they have an account set up for mental health court already? THX, Leasa

>>> June Pitchford 06/16/03 08:23AM >>>

Ted:

Bob Perry and I met with Keith Schnarre last Thursday regarding the question of whether or not it is appropriate to pay for a portion of the pending BHC contract from the Prop L monies. (Kevin, like yourself, was unable to attend, but also gave verbal support the concept.) Keith asked me to follow-up with you.

Based on information provided and discussed, we determined that it would be appropriate to charge the cost for 2 hours per week for the psychiatric Nurse Practitioner to Prop L; the balance will need to come from General Fund Emergency. As the Mental Health Court program continues to evolve we should re-visit this allocation, making adjustments as necessary.

Based on the foregoing, I will need a budget revision for Department # 2902, reallocating unused salary and wage appropriation for the 2 hours per week and the balance coming from Emergency. The Purchase Requisition will need to be revised accordingly, as well, to allocate the total contract cost between Dept. 1255 and Dept. 2902.

Please let me know if you have any questions.

June E. Pitchford
Boone County Auditor
Boone County Government Center
801 E. Walnut, Room 205
Columbia, MO 65201
(573) 886-4275 Office
(573) 886-4280 Fax
e-mail: jpitchford@boonecountymo.org

CC: Karen Frederick

JUN 19 2003

06-18-03

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

COPY

DATE

8859

BEHAVIORAL HEALTH CONCEPTS

VENDOR NO.

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE ZIP

BID DOCUMENTATION

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

- 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

#15-28MAR00

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship To Department #

Bill To Department #

Department				Account				Item Description	Qty	Unit Price	Amount
1	2	5	5	8	5	6	2 0	JUNE ON CALL	1	1070.00	1070.00
								JULY ON CALL	1	1070.00	1070.00
								AUGUST ON CALL	1	1070.00	1070.00
								SEPTEMBER ON CALL	1	1070.00	1070.00
								OCTOBER ON CALL	1	1070.00	1070.00
								NOVEMBER ON CALL	1	1070.00	1070.00
								DECEMBER ON CALL	1	1070.00	1070.00
								ADDITIONAL INSURNACE	1	1498.00	1498.00
								TRAINING MATERIALS	1	1016.50	1016.50
								OFFICER TRAINING	1	1268.10	1268.10
								JUNE - DECEMBER PROFESSIONAL FEES			68163.83
2	9	0	2	8	5	6	2 0	LE TAX PORTION OF PROFESSIONAL FEES			4198.11

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

Requesting Official

Auditor Approval

EXHIBIT "A"
MENTAL HEALTH CARE SERVICES FOR
INMATES OF THE BOONE COUNTY JAIL

Lump Sum Payment – These lump sum costs plus the 7% overhead will be paid upon completion of the contract documents and receipt of all required insurance certifications and the receipt of an invoice reflecting these costs.

<i>Description of Services Provided</i>	<i>Lump Sum</i>	<i>Overhead</i>	<i>Total Due</i>
Additional Insurance Costs	\$ 1,400.00	\$ 98.00	\$ 1,498.00
Training Materials for Officers	\$ 950.00	\$ 66.50	\$ 1,016.50

Annualized Lump Sum Payments – This service will be paid on a monthly basis at 1/12th of the lump sum rate identified and the 7% overhead, upon receipt of a correct invoice following the month for which services were provided. This fee is paid to cover on-call services twenty-four hours per day seven days per week. Expected telephone response time shall be within 30 minutes from the time a page is placed. The County will strive to utilize this service in crises situations or when a service issue arises during a period of time when a service provider will not be on site for an extended period of time. Every effort will be made by the County to address standard issues/questions when professional service providers will be on site.

<i>Description of Services Provided</i>	<i>Lump Sum</i>	<i>Overhead</i>	<i>Monthly Payment Amount</i>
On-Call	\$ 12,000.00	\$ 840.00	\$ 1,070.00

Hourly Professional Payments – Hourly rates plus 7% overhead will be paid on a monthly basis following the receipt of a correct invoice for actual hours of service performed by each profession. These rates are to be paid for any hours for which identified staff is on site with the exception of Mr. Holcomb's position. Mr. Holcomb shall document the work performed for the hours billed.

<i>Description of Services Provided</i>	<i>Hourly Rate</i>	<i>Overhead</i>	<i>Cost Per Hour of Service</i>	<i>Annual Hours of Service</i>
Psychiatrist – 4 Hours Per Week for 12 months	\$115.00	\$8.05	\$123.05	208
Pascha Boyd – 20 Hours Per Week	\$64.68	\$4.52	\$69.20	1040
Sarah Froese – 8 Hours Per Week	\$39.50	\$2.277	\$42.27	416
Bill Holcomb – 2 Hours Per Week	\$80.00	\$5.60	\$85.60	104
Officer Training – 30 Hours Yearly Training	\$39.50	\$2.77	\$42.27	30

June - December Professional Fees = Grand total of
\$124,049.12. /12 = \$10,337.42 per month X 7 months (June
- December 2003) = \$72,361.94.

June - December on call @ \$1070.00 per mo = \$7,490.00

Additional Insurance	= \$1498.00
Training Materials	= \$1016.50
Officer Training	= \$1268.10

GRAND TOTAL FOR FY 2003	\$83,634.54
-------------------------	-------------

Currently we have \$67,806.96 remaining in our 2003 budget.
\$83,634.54 less \$67,806.96 = (\$15,827.58).

Pascha Boyd @69.20 per hour for 2 hours per week =
\$7,196.80 per year. /12 = \$599.73 per month X 7 mo =
\$4,198.11

\$4,198.11 from 2904
\$11,629.47 from 1123

SUBLS	CR	SUBSIDIARY LEDGER INQUIRY MAIN SCREEN	6/23/03	09:57:32
Year	2003	Original Appropriation	<u>157,008.00</u>	
Dept	1255 CORRECTIONS	Revisions		
Acct	85620 OTHER MEDICAL	Original, + Revisions	<u>157,008.00</u>	
Fund	100 GENERAL FUND	Expenditures	<u>55,404.60</u>	
		Encumbrances	<u>33,796.44</u>	
Class/Account	A ACCOUNT	Actual To Date	<u>89,201.04</u>	
Account Type	E EXPENSE	Remaining Balance	<u>67,806.96</u>	
Normal Balance	D DEBIT	Shadow Balance	<u>67,806.96</u>	

Expenditures, by Period

January		July	
February	<u>13,308.97</u>	August	
March	<u>12,270.03</u>	September	
April	<u>13,610.45</u>	October	
May	<u>12,715.15</u>	November	
June	<u>3,500.00</u>	December	

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

83,634.54	+	Amt of contract to be paid in 2003
4,198.11	-	Less: portion to be paid from Dept 2902
79,436.43	S	Equals: Portion to be paid from Dept 1255
67,806.96	-	Less: Remaining balance available in 1255-85620
11,629.47	1	Equals: Amt needed from Emergency

2003 Emergency Fund
1123-86800

<u>DATE</u>	<u>DEPARTMENT</u>	<u>DEPT. NO.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>	<u>BALANCE</u>	<u>DESCRIPTION</u>
1-1-2003	Budget			600,000	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
6-6-2003	Treasurer	1140	91000	(2,015)	572,154	Purchase a ATM for Circuit Court
6-12-2003	Corrections	1255	85610	(37,928)	534,226	Cover inmate hospital costs
6-23-2003	Corrections	1255	85620	(11,630)	522,596	Behaviorial Health Concepts 2003-2004 contract
					522,596	
					522,596	
					522,596	
					522,596	
					522,596	
					522,596	
					522,596	
					522,596	
					522,596	
Total Revisions				(77,404)		

6/23/2003

FY 2003
Budget Amendments/Revisions
Corrections (1255)

<u>Index #</u>	<u>Date Recd</u>	<u>Account</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>	<u>Comments</u>
1	1/3/2003	10510 1123-86850	CERF-Employer Paid Contrib Emergency-Contingency	8,137	8,137	Move budget for additional 4% CERF from Contingency to individual dept class 1	
2	4/3/2003	23850 92400	Minor Equipment & Tools Replacement Auto/Trucks	83	83	Cover convenience package added to basic vehicle cost	
3	6/11/2003	85610 1123-86800	Hospital Costs Emergency	37,928	37,928	Cover inmate hospital costs	
4	6/19/2003	85620 1123-86800	Other Medical Emergency	11,630	11,630	Behavioral Health Concepts 2003-2004 contract	

6/23/2003

FY 2003
Budget Amendments/Revisions
Corrections - Law Enforcement Sales Tax (2902)

<u>Index #</u>	<u>Date Recd</u>	<u>Account</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>	<u>Comments</u>
1	6/19/2003	85620 10100	Other Medical Salaries & Wages	4,199	4,199	Behavioral Health Concepts 2003-2004 contract	

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

307-2003

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: June 12, 2003
RE: Amendment #2 to 15-28MAR00 – Mental Healthcare Services for Inmates of the Boone County Jail

Attached is Amendment Number Two for the contract from proposal 15-28MAR00 – Mental Healthcare Services for Inmates of the Boone County Jail. The Sheriff's department is requesting an increase of the professional hours of the Nurse Practitioner from 12 per week to 20 per week. This will increase the yearly contract amount by \$28,787. This contract will be paid out of 1255 – Corrections, account 85620 – Other Medical. Total cost of contract for the period June 6, 2003 through June 5, 2004 is \$140,671.72. The 2003 budget is \$113,008, and \$65,806 is for the June through December period.

Attached is the letter of justification from the Sheriff's department for your review.

ATTACHMENT: Sheriff's Department Memo

cc: Proposal File
Major Brewer, Sheriff Department

Exhibit "A"
Mental Health Care Services For
Inmates of the Boone County Jail

Hourly Professional Payments –Hourly rates plus 7% overhead will be paid on a monthly basis following the receipt of a correct invoice for actual hours of service performed by each profession. These rates are to be paid for any hours for which identified staff is on site with the exception of Mr. Holcomb's position. Mr. Holcomb shall document the work performed for the hours billed.

Description of Services	Hourly Rate	Overhead	Cost @ Hr	Annual Hours
Psychiatrist 4-hrs @ week	\$115.00	\$8.05	\$123.05	208
Pascha Boyd 20 hrs @ wk	\$64.68	\$4.52	\$69.20	1040
Sarah Froese 8-hrs @ wk	\$39.50	\$2.277	\$42.27	416
Bill Holcomb 2-hrs @ wk	\$80.00	\$5.60	\$85.60	104
Officer Training 30 hrs total yearly training	\$39.50	\$2.77	\$42.27	30

This contract proposal has one specific change in that we are requesting an addition of 416 hours on Psychiatric Nurse Practioner Pascha Boyd for the coming contract year. Nurse Boyd has been shouldered with greater responsibility in inmate mental health care. Her hourly increase is justified in the steady percentage of inmates seen for mental health reasons. A constant 25% of inmates in the Boone County Jail have required services from our mental health provider, Behavior Health Concepts.

This increase will allow for eight (8) additional hours a week at the jail. Two (2) hours weekly are now taken up with referrals and paperwork requested by the Mental Health Coordinator for the 13th Judicial Circuit. Several of those individuals that the Mental Health Court is considering for participation in this excellent program are currently in custody at the Boone County Jail. By the very nature of their situation, they are already requesting or receiving mental health services from our contractor, Behavioral Health Concepts.

This need by the Mental Health Court requires them to fill out additional screening paperwork, and to make written referrals to the Mental Health Coordinator. The remaining six (6) hours of additional time for our Nurse Practioner to see on a more timely basis those now requesting BHC's services but who now have to wait up to two weeks due to the backlog of service requests.

The time requested is about one half that in cost as that of the psychiatrist. Nurse Boyd has an excellent rapport with both staff and inmate population. Her hourly rate coupled with her assessment skills creates a tremendous bargain for the County of Boone.

I would speak briefly concerning our overall review of Behavioral Health Concepts. During the last six months, they have been instrumental in removing from our immediate custody and placing in appropriate treatment centers, three very disruptive and dangerous inmates. One officer received moderate injuries prior to one of these transfers; however with the current climate at Mid-Missouri Mental Health Center it is only by the efforts of Pascha Boyd and Sarah Froese that these inmates are not still in our custody. We are pleased with the service and have documented a continuing need for this service and would like to increase the hours to further benefit the inmate population and more importantly the staff who must work with the inmate population at the Boone County Jail. Total additional increase requested in 2003/2004 contract with BHC is \$28,787.00.

From: Warren Brewer
To: Melinda Bobbitt
Date: 6/2/03 3:58PM
Subject: BHC contract change

Melinda,

The total requested in addition to existing is \$28,787.

This increased the hours of our Nurse Practitioner from 12 weekly to 20 weekly.
All other hour estimates of both the counselor and Psychiatrist remain the same.
I will attach the information to this e-mail. Let me know what else we might need to go to commission.

Thanks,
W

Warren Brewer, Major
Boone County Sheriff's Department
2121 County Drive
Columbia, Mo. 65202
(573) 876-2128
Fax: (573) 874-8953
WBrewer@mail.boonecountymo.org

$123.05 \times 208 = 25594.40$
 $69.20 \times 1040 = 71968.00$
 $42.27 \times 416 = 17584.32$
 $85.60 \times 104 = 8902.40$
 $42.27 \times 30 = 1268.10$

 $125,317.22$

Exhibit "A"
Mental Health Care Services For
Inmates of the Boone County Jail

Hourly Professional Payments –Hourly rates plus 7% overhead will be paid on a monthly basis following the receipt of a correct invoice for actual hours of service performed by each profession. These rates are to be paid for any hours for which identified staff is on site with the exception of Mr. Holcomb's position. Mr. Holcomb shall document the work performed for the hours billed.

Description of Services	Hourly Rate	Overhead	Cost @ Hr	Annual Hours
Psychiatrist 4-hrs @ week	\$115.00	\$8.05	\$123.05	208
Pascha Boyd 20 hrs @ wk	\$64.68	\$4.52	\$69.20	1040
Sarah Froese 8-hrs @ wk	\$39.50	\$2.277	\$42.27	416
Bill Holcomb 2-hrs @ wk	\$80.00	\$5.60	\$85.60	104
Officer Training 30 hrs total yearly training	\$39.50	\$2.77	\$42.27	30

This contract proposal has one specific change in that we are requesting an addition of 416 hours on Psychiatric Nurse Practitioner Pascha Boyd for the coming contract year. Nurse Boyd has been shouldered with greater responsibility in inmate mental health care. Her hourly increase is justified in the steady percentage of inmates seen for mental health reasons. A constant 25% of inmates in the Boone County Jail have required services from our mental health provider, Behavior Health Concepts.

This increase will allow for eight (8) additional hours a week at the jail. Two (2) hours weekly are now taken up with referrals and paperwork requested by the Mental Health Coordinator for the 13th Judicial Circuit. Several of those individuals that the Mental Health Court is considering for participation in this excellent program are currently in custody at the Boone County Jail. By the very nature of their situation, they are already requesting or receiving mental health services from our contractor, Behavioral Health Concepts.

This need by the Mental Health Court requires them to fill out additional screening paperwork, and to make written referrals to the Mental Health Coordinator. The remaining six (6) hours of additional time for our Nurse Practitioner to see on a more timely basis those now requesting BHC's services but who now have to wait up to two weeks due to the backlog of service requests.

The time requested is about one half that in cost as that of the psychiatrist. Nurse Boyd has an excellent rapport with both staff and inmate population. Her hourly rate coupled with her assessment skills creates a tremendous bargain for the County of Boone.

I would speak briefly concerning our overall review of Behavioral Health Concepts. During the last six months, they have been instrumental in removing from our immediate custody and placing in appropriate treatment centers, three very disruptive and dangerous inmates. One officer received moderate injuries prior to one of these transfers; however with the current climate at Mid-Missouri Mental Health Center it is only by the efforts of Pascha Boyd and Sarah Froese that these inmates are not still in our custody. We are pleased with the service and have documented a continuing need for this service and would like to increase the hours to further benefit the inmate population and more importantly the staff who must work with the inmate population at the Boone County Jail. Total additional increase requested in 2003/2004 contract with BHC is \$28,787.00.

Behavioral Health Concepts
 History of Contracts with Boone County
 Prepared by Auditor's Office 6/10/2003

	<u>2000 - 2001 Contract</u>			<u>2001 - 2002 Contract</u>	
	Total				
Additional Insurance Costs			1,498.00		
Training Materials for Officers			1,016.50		
On-Call			12,840.00		
	Cost/Hr	Hours		Cost/Hr	Hours
Dr. Daniel/Psychiatrist	123.05	224.00	27,563.20	123.05	416.00
Jean Prior	42.27	416.00	17,584.32	42.27	416.00
Pascha Boyd (Nurse Practitioner)					
Nancy Chapman/Sarah Froese	42.27	416.00	17,584.32	42.27	416.00
Bill Holcomb	85.60	104.00	8,902.40	85.60	104.00
Officer Training	42.27	30.00	1,268.10	42.27	30.00
Total		<u>1,190.00</u>	<u>88,256.84</u>		<u>1,382.00</u>
Total per Contract			<u>88,252.53</u>		
Difference			<u>4.31</u>		

Dr. Daniel: 8 hrs/week for first month,
 4 hrs/week for remaining months.

Increased hours for Dr.
 4 hrs/week to 8 hrs/week

RECEIVED

JUN 19 2003

06-18-03

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

DATE

8859

BEHAVIORAL HEALTH CONCEPTS

VENDOR NO.

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE ZIP

307-2003

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

#15-28MAR00

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship To Department #

Bill To Department #

Department			Account					Item Description	Qty	Unit Price	Amount	
2	5	5	8	5	6	2	0	JUNE ON CALL	1	1070.00	1070.00	
								JULY ON CALL	1	1070.00	1070.00	
								AUGUST ON CALL	1	1070.00	1070.00	
								SEPTEMBER ON CALL	1	1070.00	1070.00	
								OCTOBER ON CALL	1	1070.00	1070.00	
								NOVEMBER ON CALL	1	1070.00	1070.00	
								DECEMBER ON CALL	1	1070.00	1070.00	
								ADDITIONAL INSURNACE	1	1498.00	1498.00	
								TRAINING MATERIALS	1	1016.50	1016.50	
								OFFICER TRAINING	1	1268.10	1268.10	
								JUNE - DECEMBER PROFESSIONAL FEES			68163.83	
2	9	0	2	8	5	6	2	0	LE TAX PORTION OF PROFESSIONAL FEES			4198.11

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

Requesting Official

Auditor Approval

**CONTRACT AMENDMENT NUMBER TWO
PURCHASE AGREEMENT FOR MENTAL HEALTH CARE SERVICES FOR INMATES OF
THE BOONE COUNTY JAIL
BID #15-28MAR00**

The Agreement dated June 6, 2000 made by and between Boone County, Missouri and Behavioral Health Concepts, Inc. for and in consideration of the performance of the respective additional obligations of the parties set forth herein, is amended as follows:

1. Replace *Exhibit A Price Schedule* for the renewal period June 6, 2003 through June 5, 2004. The contract shall not exceed the sum of \$140,671.72 for this renewal period without the prior written approval of the County.
2. Portion of contract to be paid in Fiscal Year 2004 is subject to appropriation.
3. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

BEHAVIORAL HEALTH CONCEPTS, INC.

BOONE COUNTY, MISSOURI

by *Michael Stul*

by: Boone County Commission

title CEO

Keith Schnarre
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

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 by 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 *Jane Pitchford by KF* Date 6/23/2003 (Pending budget revision approval)
Appropriation Account

Note: Certification only applies to portion of contract to be paid in 2003. Remainder will be appropriated in 2004.

Portion of contract to be paid in 2003:

1255-85620	\$79,436.43
2902-85620	4,198.11
Total	<u>\$83,634.54</u>

EXHIBIT "A"
MENTAL HEALTH CARE SERVICES FOR
INMATES OF THE BOONE COUNTY JAIL

Lump Sum Payment – These lump sum costs plus the 7% overhead will be paid upon completion of the contract documents and receipt of all required insurance certifications and the receipt of an invoice reflecting these costs.

<i>Description of Services Provided</i>	<i>Lump Sum</i>	<i>Overhead</i>	<i>Total Due</i>
Additional Insurance Costs	\$ 1,400.00	\$ 98.00	\$ 1,498.00
Training Materials for Officers	\$ 950.00	\$ 66.50	\$ 1,016.50

Annualized Lump Sum Payments – This service will be paid on a monthly basis at 1/12th of the lump sum rate identified and the 7% overhead, upon receipt of a correct invoice following the month for which services were provided. This fee is paid to cover on-call services twenty-four hours per day seven days per week. Expected telephone response time shall be within 30 minutes from the time a page is placed. The County will strive to utilize this service in crises situations or when a service issue arises during a period of time when a service provider will not be on site for an extended period of time. Every effort will be made by the County to address standard issues/questions when professional service providers will be on site.

<i>Description of Services Provided</i>	<i>Lump Sum</i>	<i>Overhead</i>	<i>Monthly Payment Amount</i>
On-Call	\$ 12,000.00	\$ 840.00	\$ 1,070.00

Hourly Professional Payments – Hourly rates plus 7% overhead will be paid on a monthly basis following the receipt of a correct invoice for actual hours of service performed by each profession. These rates are to be paid for any hours for which identified staff is on site with the exception of Mr. Holcomb's position. Mr. Holcomb shall document the work performed for the hours billed.

<i>Description of Services Provided</i>	<i>Hourly Rate</i>	<i>Overhead</i>	<i>Cost Per Hour of Service</i>	<i>Annual Hours of Service</i>
Psychiatrist – 4 Hours Per Week for 12 months	\$115.00	\$8.05	\$123.05	208
Pascha Boyd – 20 Hours Per Week	\$64.68	\$4.52	\$69.20	1040
Sarah Froese – 8 Hours Per Week	\$39.50	\$2.277	\$42.27	416
Bill Holcomb – 2 Hours Per Week	\$80.00	\$5.60	\$85.60	104
Officer Training – 30 Hours Yearly Training	\$39.50	\$2.77	\$42.27	30

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the May Adjourned Term. 20 03

In the County Commission of said county, on the 26th day of June 20 03

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

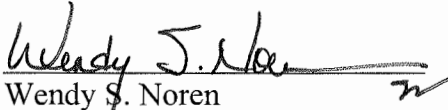
Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the letter to the Missouri Department of Natural Resources regarding Boone County's participation in the County Surveyor Cooperation Remonumentation Program for FY2004.

Done this 26th day of June, 2003.



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

308

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

Boone County Commission

June 23, 2003

Missouri Department of Natural Resources
Division of Geology and Land Survey
Attn: O. Dan Lashley, PLS
111 Fairgrounds Rd
Rolla, MO 65401-0250

Re: Boone County's participation in Land Survey Program FY-04

Dear Mr. Lashley:

Thank you for your letter addressed to Boone County's former Commissioner, Don Stamper, dated June 11, 2003. The County of Boone was asked to participate in the Land Survey System Cooperative Remonumentation Program for FY-04. We are very pleased to be a part of such a successful program.

Therefore, the County Commission does hereby authorize the Boone County Public Works Department to participate in the Missouri Department of Natural Resources, Division of Geology and Land Surveyors Cooperative Remonumentation Program FY-04, allowing the remonumenting of ten (10) corners of the U.S. Public Land Survey System within Boone County. In addition, Boone County Commission authorizes the Public Works Division Surveyor, David W. Piest to continue to function in the capacity of County Surveyor for the purpose of participation in the program.

Again, thank you for inviting Boone County to participate in such a successful program. If we can be of further help, please do not hesitate ask.

Sincerely yours,

Keith Schnarre
Boone County Commissioner

RECEIVED

AUG 15 2003

STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES

Boone County Commissioner
Bob Holden, Governor • Stephen M. Mahfood, Director

www.dnr.state.mo.us

August 13, 2003

Honorable Keith O. Schnarre
Boone County Presiding Commissioner
Boone County Courthouse
801 E. Walnut – Rm. #245
Columbia, MO 65201

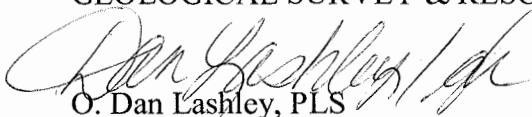
Dear Commissioner Schnarre:

Enclosed is your approved copy of County Surveyor Co-op Remonumentation Contract #04-03.
Your county surveyor may now begin work on this contract.

Should you have any questions or if we may be of any assistance, please feel free to contact this office.

Sincerely,

GEOLOGICAL SURVEY & RESOURCE ASSESSMENT DIVISION


O. Dan Lashley, PLS
Chief, Cadastral Survey Section
Land Survey Program
(573) 368-2300

ODL:gjh

Enclosure

C: Mr. David Piest, PLS, Boone County Surveyor



Integrity and excellence in everything we do



CONTRACT FOR SERVICES
BY AND BETWEEN

BOONE COUNTY

AND

THE MISSOURI DEPARTMENT OF NATURAL RESOURCES

CONTRACT NO. 04-03

THIS AGREEMENT entered into this 15th day of August, 2003 by and between BOONE COUNTY, Missouri (hereinafter called the "county"), and the DEPARTMENT OF NATURAL RESOURCES, (Director of the Department of Natural Resources, Director of Geological Survey & Resource Assessment Division, and State Land Surveyor) hereinafter called the "Department".

WHEREAS, the County desires to engage the Department to render certain services hereafter described in connection with delineation of section and quarter section corners of the U. S. Public Land Survey and known as the County Surveyor Cooperative Remonumentation Program.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **EMPLOYMENT OF COUNTY SURVEYOR.** The County hereby agrees to engage the County Surveyor to perform the services hereinafter set forth.
 2. **SCOPE OF SERVICES.** The County Surveyor will remonument corners of the United States Public Land Survey, satisfying one of the following descriptions:
 - a. An original corner established by the original government surveyors under contract from the General Land Office or its successors in title, for which sufficient original evidence exists to definitely locate the position of said corner.
 - b. A perpetuated corner for which the records by county or other surveyors positively show that subsequent witness marks were placed and/or perpetuated when there was still positive evidence of the original witness marks identifying the corner placed by the original government surveyors, and provided the chain of perpetuation is not broken and evidence of the perpetuation exists.
 - c. A poorly monumented and/or documented corner whose basis for remonumentation is its long use and acceptance by local residents as the government corner, and/or its general agreement with the GLO survey in the area. Long usage is at least 20 years of undisputed use.
 - d. A county surveyor may make application for remonumentation of a corner that has been reestablished if there is record documentation verifying the twenty (20) year period, the corner is not in conflict with another corner, and the corner was reestablished by a county surveyor in accordance with the procedures outlined in the Missouri statutes for the reestablishment of a lost corner.
 3. **PUBLIC NOTICE.** The County Commission shall publish a notice once each week for three consecutive weeks in some newspaper of general circulation published in the county. The County shall furnish the Department with a publication affidavit verifying the advertisement. The form of the notice is as follows:

"The following corners of the Original U. S. Public Land Survey will be remonumented. Any citizen wishing to file objections to the remonumentation of the existing corner marker shall do so with the State Land Surveyor, P. O. Box 250, Rolla, Missouri 65402 within 30 days."

(List of corners - to be furnished by the Department)
 4. **INVESTIGATION OF OBJECTION TO REMONUMENTATION.** The State Land Surveyor shall investigate all objections to remonumentation and his decision will be final.
- DEPARTMENT TO FURNISH MONUMENTS.** The Department will furnish the County Surveyor with all necessary material (monuments, witness signs, posts and tree tags) required for remonumentation.

PROCEDURE.

- a. The county surveyor must meet the following deadlines in performing the work under this contract: 1) Submit to the Department of Natural Resources an application for remonumentation (partially completed Certified Land Corner Restoration Form) on each corner on or before September 30, 2003. The Department of Natural Resources will approve or disapprove within 30 days, and designate any corners required to be tied to the Missouri Coordinate System 1983. 2) Start public notice publication on or before December 1, 2003; 3) Remonumentation can begin when submitted corners have been approved and monuments delivered to the county surveyor; 4) Submit completed Certified Land Corner Restoration Forms on or before March 1, 2004. The Department of Natural Resources will approve or disapprove the forms within 30 days; and 5) Make any corrections to monumentation or forms and resubmit along with an invoice to the county on or before May 4, 2004. Failure to meet the above deadlines shall, at the option of the Department, be cause for termination of this contract after the County is duly notified in writing.
- b. Prior to the public notice and remonumentation, the County Surveyor will submit to the State Land Surveyor for his approval on each corner, a copy of a partially completed Certified Land Corner Restoration form containing the following information:
 - 1.) Description of the original monument and accessories including the book and page reference;
 - 2.a) Sufficient information to show justification of longstanding use by subsequent surveys (including book and page reference);
 - b) Sufficient information to show justification of longstanding use by local residents and measurements to show agreement with the GLO survey of the area; or
 - c) Sufficient information to show the corner meets the requirements of 2d.
 - 3.) Description of corner evidence found;
 - 4.) Sketch of corner, showing sufficient information to locate the corner position in the field, and a recommendation of the type and placement of monument and reference marks to be set.
- c. Upon approval and notification by the State Land Surveyor, the county court will publish a notice as described in paragraph 3 of this agreement.
- d. The County Surveyor may start remonumentation of those corners listed in the public notice with the type of monument approved by the State Land Surveyor upon receipt of the approved list of corners. Remonumentation shall be in accordance with the Department of Natural Resources' Specifications for Perpetuation of the Original U. S. Public Land Survey Corners.
- e. Upon completion of remonumentation the County Surveyor shall submit to the State Land Surveyor for approval, completed original Certified Land Corner Restoration forms on each corner monumented. All information will be typed or completed in black ink. Lettering or typing shall not be less than 8 point. In addition to the information required in 6b above, the form shall contain a description of the monument and accessories established to perpetuate the location of the corner. A sketch of the corner will be provided on the back of the form.
- f. Upon approval by the State land Surveyor of the remonumentation and Certified Land Corner Restoration forms, reimbursement by the Department shall be made as outlined in paragraph 11 below.

TERMINATION OF CONTRACT CAUSE. If through any reasonable cause, the Department cannot fulfill its obligation under this contract, or if the County cannot for any reasonable cause fulfill its obligation, this contract can be terminated. In the event either party finds it necessary to request a cancellation such fact will be revealed without delay so that as much time as possible can be devoted to a settlement. Every effort will be made to prevent loss to the County or the Department.

CHANGES. The County or Department may, from time to time, require changes in the scope of services and the time of performance hereunder. Such changes, including any increase or decrease in the amount of compensation, which are mutually agreed upon by and between the County and the Department, shall be incorporated in written amendments to this contract.

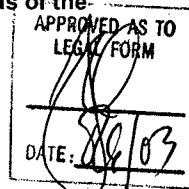
9. **GOVERNING LAW.** This contract shall be interpreted under and governed by the laws of the State of Missouri.
10. **REIMBURSEMENT BY THE COUNTY.** The County agrees to reimburse the County Surveyor for his services rendered by the terms of this contract.
11. **REIMBURSEMENT BY THE DEPARTMENT.** The Department will reimburse the county \$200.00 for each corner remonumented not having a valid objection and remonumented in accordance with this agreement. The County will submit to the Department an invoice for these services along with a copy of the County Surveyor's invoice to the county. **THIS AGREEMENT SHALL BE SUBJECT TO THE OVERALL MAXIMUM OF \$2000.00 FOR 10 CORNERS.**
12. **CONTRACT PERIOD.** This contract shall expire on: June 1, 2004.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the aforementioned date.




Presiding County Commissioner

8-7-03
(Date)



RECOMMENDED FOR APPROVAL:



State Land Surveyor

8/11/03
(Date)

APPROVED:



Director,
Geological Survey & Resource Assessment Division

8-12-03
(Date)

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

June Session of the May Adjourned Term. 20 03

In the County Commission of said county, on the 26th day of June 20 03

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

Now on this day the County Commission of the County of Boone does hereby approve request to hire Coordinator of Programming and Analysis for the Information Technology Department at 108% above the mid-point salary. It is further ordered that the Human Resources Liaison Commissioner be hereby authorized to sign said request form.

Done this 26th day of June, 2003.

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

Department of Information Technology

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
801 E. Walnut, Room 221
Columbia, MO 65201-4890
573-886-4315

Michael H. Mallicoat

Director

309-2003

DATE: June 26, 2003

TO: Keith Schnarre, Presiding Commissioner
Karen Miller, District I Commissioner
Skip Elkin, District II Commissioner

FROM: Michael H. Mallicoat *MM*

SUBJECT: Request to Hire Coordinator of Programming and Analysis Above Mid-Point

This is a request to hire a prospective employee as Coordinator of Programming and Analysis at \$29.81 per hour, which is 108.1% above the mid-point for this position.

Attached is the **Request to Hire Between 91% - 120% of Salary Mid-point**. This form includes:

- **Detailed justification** for supporting this proposed compensation for this particular applicant
- **Auditor's Certification** that funds are available within the existing salary and wage appropriation
- **Human Resource Director's recommendation and approval** to "recruit highly qualified candidate with 16 years' experience in Management Information Systems and a B.S. in Computer Science"

This person will be the lead programmer for the IT department. They will coordinate all programming requests and be responsible for programming standards and programmer training.

This applicant has asked to remain confidential until this request is approved.

REQUEST TO HIRE BETWEEN 91% - 120% OF SALARY RANGE MID-POINT BOONE COUNTY

Description of form: To request approval to hire between 91% - 120% of the salary range mid-point. **Approved: 1/31/02 by Commission Order #47-2002**

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability and approves budget revision (if applicable) and forwards to Human Resource Director.
3. The Human Resource Director reviews the information, makes recommendation, and forwards to HR Liaison Commissioner.
4. The Liaison Commissioner reviews the request. If the proposed starting salary is between 91% - 100% of mid-point, Liaison Commissioner will approve/deny request and budget revision (if applicable) and return this form to the Administrative Authority. If the proposed starting salary is above the mid-point, the Liaison Commissioner will schedule the issue for review by the County Commission for approval/denial. After approval/denial, the County Commission will return this form to the Administrative Authority.
5. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee: **Toni Matticks** Department: **Information Technology**
 Position Title: **Coordinator – Programming & Analysis** Position No. **424**

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point _____
 OR Hourly: **\$29.81** % of Mid-Point: **108.1%**

No. of employees in this job classification within your Department? **One**

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level): **Ms. Matticks has a B.S. in Computer Science from Truman State University in Kirksville, MO. She also has prior experience working for the county in the Information Technology Dept., and as a result, is familiar with county government, employees and computer systems. She previously worked very closely with the Collector's office computer applications, and demonstrated proficiency in COBOL programming and AS/400 knowledge. Her troubleshooting and analysis skills are outstanding. She also has proven herself to be very proficient in user and technical documentation. She has developed and instructed Computer Information Systems classes at the college level. Her experience supporting PCs and various software systems and databases, uniquely qualifies her to understand the future direction of systems and platform integration needs here at the county. Toni's work ethic is outstanding, and she would definitely provide the leadership needed for motivating the Senior Programmer/Analysts here at the county.**

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification: **(N/A)**

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices? **(N/A)**

Additional comments: **This applicant comes very highly recommended.**

Administrative Authority's Signature: Michael H. Mallon Date: 6/17/03

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.

Auditor's Signature: Jane C. Pitchford Date: 6/20/03

Human Resource Director's Recommendations: **Recommend APPROVAL TO RECRUIT HIGHLY QUALIFIED CANDIDATE WITH 16 YRS EXPERIENCE IN MANAGEMENT INFORMATION SYSTEMS AND A B.S. IN COMPUTER SCIENCE.**

Human Resource Director's Signatures: Betty Dickneite Date: 6-20-03

HR Liaison Commissioner: _____ Approve _____ Deny

Comment(s): _____

HR Liaison Commissioner's Signature: _____

Keith Schwane

Date: *6/30/03*

County Commission _____ Approve _____ Deny

Comment(s): _____

Presiding Commissioner's Signature: _____

Keith Schwane

Date: *6/30/03*

District I Commissioner's Signature: _____

ABSENT

Date: _____

District II Commissioner's Signature: _____

Shirley El

Date: *6/30/03*

(hr/forms/Request to hire between 91%-120% of Midpoint) Revised 1/22/02

Commission Order 309-2003

CONFIDENTIAL

Salary Comparison of Lead Programmer vs. Applicant - Revision B

Name	Title	Position	Range	Mid-point (per hr)	← Budgeted - 2003 →			Gross Pay	Comments
					Hours	Rate (per hr)	% of Mid		
Don Lehman	Coord. Prog. & Analysis	424	51	\$27.58	2,080	\$28.66	103.9	\$59,612.80	\$25,761.34 Actual - 18 weeks + vac
Toni Matticks	Coord. Prog. & Analysis	424	51	\$27.58	2,080	\$29.81	108.1	\$62,004.80	\$27,425.20 Anticipate 23 weeks
								(\$2,392.00)	\$53,186.54 Anticipated total for 2003
									\$6,426.26 Anticipated savings for 2003
									(\$2,392.00) Yearly anticipated savings for 2004 and beyond

Pay Year	SSN	First Name	Last Name	Check Pay Date	Hourly Rate	total regular pay	overtime total
2003	492-58-4525	DON	LEHMAN	2003/01/17	28.66	2,292.80	.00
2003		DON	LEHMAN	2003/01/31	28.66	2,292.80	.00
2003		DON	LEHMAN	2003/02/14	28.66	2,292.80	.00
2003		DON	LEHMAN	2003/02/28	28.66	2,292.81	.00
2003		DON	LEHMAN	2003/03/14	28.66	2,292.80	.00
2003		DON	LEHMAN	2003/03/28	28.66	2,292.80	.00
2003		DON	LEHMAN	2003/04/11	28.66	2,292.80	.00
2003		DON	LEHMAN	2003/04/25	28.66	2,292.80	.00
2003		DON	LEHMAN	2003/05/09	28.66	2,292.80	.00
2003		DON	LEHMAN	2003/05/09	28.66	5,126.13	.00
				TOTAL		25,761.34	.00
2003	500-56-2490	JAMES	PETTIT	2003/01/17	29.36	2,348.80	.00
2003		JAMES	PETTIT	2003/01/31	29.36	2,348.80	.00
2003		JAMES	PETTIT	2003/02/14	29.36	2,348.80	.00
2003		JAMES	PETTIT	2003/02/28	29.36	2,348.80	.00
2003		JAMES	PETTIT	2003/03/14	29.36	2,348.80	.00
2003		JAMES	PETTIT	2003/03/28	29.36	2,348.80	.00
2003		JAMES	PETTIT	2003/04/11	29.36	2,348.80	.00
2003		JAMES	PETTIT	2003/04/25	29.36	2,348.80	.00
2003		JAMES	PETTIT	2003/05/09	29.36	2,348.80	.00
2003		JAMES	PETTIT	2003/05/09	29.36	3,622.73	.00
				TOTAL		24,761.93	.00
				FINAL TOTALS			

*** END OF REPORT ***

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

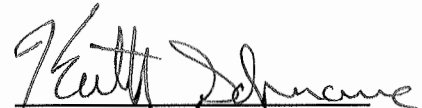
June Session of the May Adjourned Term. 20 03

In the County Commission of said county, on the 26th day of June 20 03

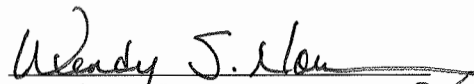
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request from the Planning and Building Inspections Department for authorization of use of overtime outside regular working days.

Done this 26th day of June, 2003.

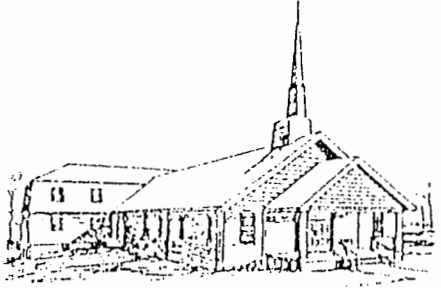

Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

ABSENT
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner



ASHLAND BAPTIST CHURCH
203 EAST BROADWAY
ASHLAND, MISSOURI 65010
573-657-4653
John Smith, Pastor

310-2003

June 5, 2003

Mr. Stan Shawver, Director
Boone County Planning and Building
801 B Walnut Room 210
Columbia, MO 65201-7730

Dear Mr. Shawver:

Ashland Baptist Church is planning construction and renovation on its property at 203 East Broadway, Ashland, Missouri. A new sanctuary and foyer will be built during the summer of 2003. Volunteer labor will be utilized to help reduce the cost for this project. These construction groups provide a large crew of experienced builders that complete projects in a very short time.

In anticipation of the work to be done by the volunteer crews, Ashland Baptist Church is requesting authorization for county inspection of work in progress outside normal business hours. Ashland Baptist Church will pay the additional cost for this service.

Thank you for consideration of this request.

Sincerely,

Jim Ketter, Chair
Building Committee
573-751-2314 work
jimketter@psc.state.mo.us

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the May Adjourned Term. 20 03

In the County Commission of said county, on the 26th day of June 20 03

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

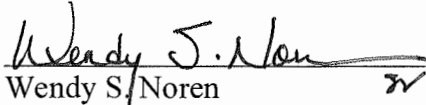
Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the Missouri Department of Natural Resources Subgrant Assistance Agreement for Land Use Planning and Water Quality Restoration in the Bonne Femme Creek Watershed.

Done this 26th day of June, 2003.



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

Ms. Karen M. Miller

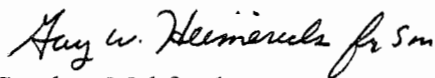
Page 2

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

If you have questions please contact your project manager, Georganne Bowman, at (573) 526-1157 or at Missouri Department of Natural Resources, Water Pollution Control Program, P.O. Box 176, Jefferson City, MO 65102-0176. Thank you.

Sincerely,

DEPARTMENT OF NATURAL RESOURCES



Stephen Mahfood

Director

SM:gbd

Enclosures

c: Senator Ken Jacob
Representative Vicky Riback Wilson
Representative Jeff Harris
Representative Chuck Graham
Kris Ricketts, MoDNR, Jefferson City Regional Office
Mary Ann Redden, MoDNR, Jefferson City Regional Office

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

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

1. Recipient (Name & Address): Boone County Commission 801 E. Walnut Columbia, MO 65201-7730	2. Subgrant Number: G03-NPS-16 3. Budget Period: June 1, 2003 – August 30, 2004 4. Project Period: June 1, 2003 – June 30, 2007
5. Recipient Project Manager & Telephone No.: Bill Florea (573) 886-4330	6. Type of Assistance: New Award <input checked="" type="checkbox"/> Amendment _____
7. State Project Manager & Telephone No Georganne Bowman (573) 526-1157	8. Amendment ID#: _____
9. Project Title and Description: Land-Use Planning and Water Quality Restoration in Bonne Femme Creek Watershed. This project will address the importance of protecting this sensitive watershed through info/ed activities, demonstrations and landowner training.	
10. Source of Funding/Yr.: FY02 319(h) \$177,850	Grant Codes: 780-0140-3455-5461-NW3C

11. Project Funding:	<u>Amount</u>	<u>Percent</u>
Initial Award	<u>\$177,850</u>	<u>59%</u>
Initial Recipient Match	<u>135,702</u>	<u>41%</u>
Amended Award	<u> </u>	<u>0%</u>
Amended Recipient Match	<u> </u>	<u>0%</u>
 Total Project Cost	 <u>\$313,552</u>	 <u>100%</u>

12. Amendment (Describe):


13. The recipient agrees that it will administer this agreement in accordance with:

- A. All applicable federal regulations including but not limited to _____
OMB Circulars A-110, A-21 & A-133
- B. Applicable program guidelines _____ CFDA # 66-460
- C. Recipient grant application dated _____ as negotiated.
- D. Workplan Attachment (Attachment A-1), Invoice (Attachment A-2)
Quarterly Reporting Form (Attachment A-3)
- E. Budget Plan (Attachment B), Special Conditions (Attachment C)
- F. General Terms and Conditions (Attachment D)
- G. Other (Attachment(s) E) Debarment, Suspension Certification
- H. MBE-WBE Utilization Report (EPA Form 5700-52A) (Attachment G)

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

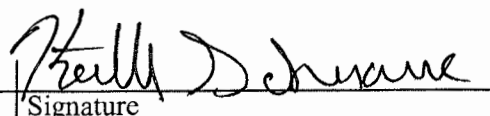
MISSOURI DEPARTMENT OF NATURAL RESOURCES

Stephen Mahfood
Department Director (typed)


Date 6/10/03

RECIPIENT ORGANIZATION

Name & Title (typed)


Date _____

ATTACHMENT A-1

TERMS OF AGREEMENT

I. SUBGRANT AWARD

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

- A. The department agrees to pay the subgrantee an amount not to exceed \$177,850 during the budget period June 1, 2003 through August 30, 2004, for the tasks specified in the Scope of Services and Schedule of Milestones. An additional \$549,550 will be reserved for the remainder of the project, bringing the total federal project cost to \$727,400.
- B. The Boone County Commission will ensure the completion of tasks specified in the Scope of Services and the Schedule of Milestones, as well as all required reporting. The Boone County Commission will provide match documentation for the budget period June 1, 2003 through August 30, 2004, in the amount of \$135,702.
- C. Conditions set forth in Attachment C, Special Conditions, and in Attachment D, General Terms and Conditions, shall be required and will govern the performance of this agreement.
- D. A Quality Assurance Project Plan (QAPP) must be submitted to and approved by the department's project manager prior to the first date of sampling.

II. BACKGROUND

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

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

III. OBJECTIVES

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

IV. PROJECT DESCRIPTION

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

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

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

V. SCOPE OF SERVICES

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

1. Review and update the watershed management plan.
2. Develop a water monitoring plan, complete with the approved department QAPP, to determine current water quality issues in the Bonne Femme Watershed.
3. Conduct a watershed sensitivity analysis to determine potentially susceptible areas in the watershed.
4. Hire a full time Urban Conservationist.
5. Form policy, steering and advisory committees.
6. Conduct education and outreach activities.
7. Prepare invoices, progress reports (including monitoring data) and financial reports and submit quarterly to the department's WPCP.

VI. SCHEDULE OF MILESTONES

Task	Responsibility	Completion Date
1. Form Steering Committee	Boone County Commission	June-03
2. Finalize specific sampling sites and procedures	USDA-ARS, MoDNR	July-03
3. Develop/submit QAPP for department approval	USDA-ARS, MoDNR	July-03
4. Conduct water quality monitoring at 10 sites	USDA-ARS	Aug-03/Quarterly
5. Recruit and hire Urban Conservationist	Boone County Commission, Steering Committee	Aug-03
6. Conduct Dye Tracing	MoDNR/GSRAD	Sept-03
7. Form Citizen Advisory Committee and Policy Committee	Urban Conservationist, Steering Committee	Oct-03

8.	Develop handout material and presentations for local organizations/schools	Urban Conservationist	Nov-03
9.	Submit handouts to MoDNR for review	Urban Conservationist	Nov-03
10.	Issue a Request for Proposal for web site, GIS and watershed database development	Urban Conservationist, Steering Committee	Dec-03
11.	Submit Dye Tracing final report	MoDNR/GSRAD	Dec-03
12.	Hold pre-submittal conference with potential bidders and resource agency representatives	Urban Conservationist, Steering Committee	Jan-04
13.	Review and award contract	Urban Conservationist, Steering Committee	Feb-04
14.	Review and evaluate existing Watershed Management Plan; update as needed	Urban Conservationist, Steering Committee, Contractor	Feb-04
15.	Develop and maintain web site	Contractor	March-04/ongoing
16.	Develop GIS	Contractor	April-04
17.	Conduct 1 Watershed Forum	Urban Conservationist	May-04
18.	Develop Watershed Database	Contractor	May-04
19.	Sub-watershed sensitivity analysis	Contractor	June-04
20.	Publish 1 newsletter	Urban Conservationist	July-04
21.	Make minimum of 7 presentations Schools/Boards/etc.	Urban Conservationist	Ongoing
22.	Develop Photo Journal	Urban Conservationist	Ongoing
23.	Develop minimum of 3 News Releases	Urban Conservationist	As needed
24.	Conduct Cave Mapping and Clean-up	Chouteau Grotto	Ongoing
25.	Conduct 10 volunteer clean-ups	Friends of RBMSP*, Stream Teams, Volunteers, Chouteau Grotto	Ongoing

*Friends of Rock Bridge Memorial State Park

- | | | | |
|-----|---|---|-----------|
| 26. | Review WMP, GIS, WQ database and sub-watershed sensitivity to plan cost share and target BMPs | Urban Conservationist,
Steering Committee,
Advisory Committee | July-04 |
| 27. | Identify and develop activities and budget for Phase II activities | Steering Committee,
Advisory Committee,
Urban Conservationist | July-04 |
| 27. | Submit reports/invoices to MoDNR | Project Coordinator | Quarterly |

VII. PROJECT BUDGET

Boone County Commission
Bonne Femme Creek Watershed
Water Quality Restoration

June 1, 2003 – June 30, 2007

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

VIII. PROPOSED PAYMENT SCHEDULE

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

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

- B. Requests for copies of documented expenditures must accompany reimbursement incurred during the previous period. See Attachment A-2, Invoice and Match Report, and Attachment D, General Terms and Conditions, for additional requirements.
- C. Final reimbursement will be made to the subgrantee upon completion of all required quarterly reports and the final project report/evaluation. The subgrantee must request final reimbursement no later than 60 calendar days after the project end date at which time any remaining balance of project funds will be deobligated.

- D. Up to twenty percent (20%) of the total federal award amount may be withheld pending satisfactory completion of the final project report/evaluation and submission to the department.

IX. REPORTING REQUIREMENTS

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

**ATTACHMENT
A-2**

INVOICE & MATCH REPORT

TO: Missouri Department of Natural Resources Water Protection and Soil Conservation Division Water Pollution Control Program PO Box 176 Jefferson City, MO 65102 Attn: Diane Muenks	Date: Invoice No: Invoice Period: Agreement Amount: \$177,850
--	---

Agreement Period: June 1, 2003 - August 30, 2004	Subgrant No: G03-NPS-16
Project Manager: Bill Florea	
Project Title: Land-Use Planning and Water Quality Restoration in Bonne Femme Creek Watershed	

FEDERAL

Budget Category	Project Budget	Prior Expenses per Category	Expenses this Invoice Period	Balance Remaining in Budget
Salary/Fringe	\$55,000.00	\$0.00	\$0.00	\$55,000.00
Travel	\$1,000.00	\$0.00	\$0.00	\$1,000.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$7,800.00	\$0.00	\$0.00	\$7,800.00
Contractual	\$22,600.00	\$0.00	\$0.00	\$22,600.00
Other	\$91,450.00	\$0.00	\$0.00	\$91,450.00
Indirect	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$177,850.00	\$0.00	\$0.00	\$177,850.00

NONFEDERAL (MATCH)

Match Budget Category	Match Budget	Prior Match per Category	Match this Invoice Period	Balance Remaining in Match Budget
Salary/Fringe	\$64,369.00	\$0.00	\$0.00	\$64,369.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$12,000.00	\$0.00	\$0.00	\$12,000.00
Other	\$59,333.00	\$0.00	\$0.00	\$59,333.00
Indirect	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$135,702.00	\$0.00	\$0.00	\$135,702.00

MAKE CHECK PAYABLE TO: _____

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

SUBMITTED BY: _____
Project Manager Signature

ATTACHMENT B

BUDGET

Boone County Commission

Boone Femme Creek Watershed
Water Quality Restoration

Phase I

June 1, 2003 – August 30, 2004

Category	Federal 319	Nonfederal Contribution	Totals
Salary	\$55,000	\$64,369	\$119,369
Fringe			
Travel	\$1,000		\$1,000
Supplies	\$7,800		\$7,800
Contractual	\$22,600	\$12,000	\$34,600
Other (direct)	\$91,450	\$59,333	150,783
Indirect			
Project Total	\$177,850	\$135,702	\$313,552

Attachment A-3

Funding Source(s)
Officer

DNR Project

QUARTERLY REPORT TO MDNR
FOR NONPOINT SOURCE PROJECTS

Quarter from _____ to _____

Project Name: _____

Project Administrator: _____

Sponsoring Agency Name and Address: _____

Project Period: _____

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

Overall Project Progress: _____

Milestones/Tasks:

TASK #1 (Title of Task)
 Projected Completion Date: _____
 Date Completed: _____ %Completed: _____

TASK #2
 Projected Completion Date: _____
 Date Completed: _____ %Completed: _____

TASK #3
 Projected Completion Date: _____
 Date Completed: _____ %Completed: _____

TASK #4
 Projected Completion Date: _____
 Date Completed: _____ %Completed: _____

and so on for however many milestones/tasks there are in the project workplan.

Comments:

This Form is Authorized for Reproduction
(Instructions for completing form are on the back)

Instructions for Completing the Quarterly Report

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

Quarter from - to: Is the period this reporting activity covers.

DNR Project Officer: Is the Project Officer at DNR that has oversight for this project and is the main contact person to the recipient of the funds.

Project Name: Self explanatory

Project Administrator: The sponsoring agency project manager.

Sponsoring Agency Name and Address: Self explanatory

Project Period: The date the project begins and ends.

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

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

Balance: Budget to date minus expenditures to date.

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

Milestones/Tasks: List the task titles and number them #1, #2, #3, etc. for however many tasks there are in the project workplan. You shouldn't have multiple task titles. For instance: If you have several workshops to do and different time periods, there should still be only one task called *Workshops* with all workshop titles and completion dates listed under the task; and even though you will have, for example, 12 quarterly reports due in a 3 year period there should only be one task called *Quarterly Reports* with separate completion dates listed for the 12 reports.

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

Projected Completion Date: Is when the final listed date for the task is expected to be completed.

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

%(percent)Completed: Is what percent of the task is completed at the end of the quarter being reported.

MISSOURI DEPARTMENT OF NATURAL RESOURCES

GUIDELINES FOR PLANNING INFORMATION AND EDUCATION ACTIVITIES

Key Definitions

Information is the range of printed, spoken, recorded and displayed communications that may be used in public relations, marketing or education.

Education is the systematic instruction of a determined concept using the methods and theories of teaching and learning.

The distinguishing characteristic of education is *instruction*.

Information

A. Information

1. Define the problem to be solved or situation to be changed
2. Set the objective(s)
3. Determine the target audience(s)
4. Determine the message content
5. Choose the most effective instrument(s) to convey the message
6. Determine the method of evaluating the effectiveness of the instrument(s)

B. Informational instruments

1. Fact sheets
2. Technical bulletins
3. Brochures
4. News releases
5. Public service announcements
6. Paid advertisements
7. Newsletters
8. Periodicals
9. Audio-visual productions
10. Posters
11. Exhibits/displays
12. Public meetings

C. Implementation plan

1. Determine the budget
2. Set a time line
3. Use the most effective writing style and graphics to reach the target audience
4. Establish the method to evaluate the effectiveness of the instrument(s)

D. Distribution plan

1. Determine the number to be printed or copied
2. Determine the production/printing costs
3. Determine the method and logistics for distribution
4. Determine the distribution costs (shipment, postage)

Education

A. Instructional plan

1. Determine the concept(s) (What to teach?)
2. Set the objective(s) (What results from teaching?)
3. Determine the target audience(s) (Who to teach?)
4. Choose the instructional methods (How to teach?)
5. Select resources (What will help in teaching?)
6. Define the method of evaluation (How successful was the teaching?)

B. Educational instruments

1. Workshops
2. Seminars
3. In-service training
4. Development of curriculum/resource materials
5. Training on curriculum/resource materials
6. Demonstration projects

C. Implementation plan

1. Determine the budget
2. Set a time line
3. Determine the logistics for the delivery of instruction
4. Establish the method to evaluate the effectiveness of instruction

Glossary

Concept - the main topic to be learned in an education program.

Evaluation - the process for determining the effectiveness of the information or education program in fulfilling the objective.

Instructional Methods - the methods used in the instruction of a concept to the target audience in an education program.

Objective - a clearly stated goal that defines the desired result of an information or education program.

Resources - the educational materials, equipment, facilities, individuals and funding to implement an educational program.

Target Audience - the specific group of people to receive information or education.

Time Line - a schedule of deadlines to encourage the development of realistic objectives and to determine the progress over a period of time.

Common Problems with Information and Education Proposals

1. The project author is unable to distinguish information and education. Often an information- or awareness-based project is labeled an education program.
2. The project attempts to re-create something already available ("reinventing the wheel"). Do research and use or modify quality programs in existence.
3. The project objectives are missing, unclear, or unrealistic.
4. An educational project develops a instructional instrument, but does not educate a targeted audience.
5. The project is advocacy rather than education. Education efforts need to teach the learner *how to think, not what to think*.
6. Information and education plans fails to include objectives, target audiences, methods/instruments, evaluation procedures, a detailed budget and time line.

Steve Schneider
Environmental Education Specialist

ATTACHMENT C

SPECIAL TERMS AND CONDITIONS

Any recipient employed under this agreement shall comply with the following special terms and conditions. It is understood that no recipient will receive payment unless the following conditions are complied with. These terms and conditions are in addition to all other terms and conditions contained in the financial assistance agreement.

I. PUBLIC INFORMATION GUIDELINE REQUIREMENTS:

1. The subgrantee must agree that all statements, press releases, requests for proposals, bid solicitations, and other documents describing the program/project for which funds are being awarded, will include a statement of the percentage of the total cost of the program/project which is financed with Environmental Protection Agency Region VII money, the dollar amount of Region VII funds for the program/project, and that the funds are provided through the Missouri Department of Natural Resources (DNR). On-the-ground projects must have a sign bearing this information and the names of other project partners.
2. The subgrantee must agree to coordinate all project information/education activities with the DNR Division of Environmental Quality, Environmental Education Unit of the Technical Assistance Program at (800) 361-4827. This coordination will include providing advance notification of project planning meetings to allow attendance and providing for review and approval draft copies of agendas for public meetings and workshops. Failure to obtain prior approval will result in DNR disallowing reimbursement for production costs. Guidelines for planning information and education activities are attached.
3. All public information projects, including but not limited to, publications and audio-visual projects, must meet Department of Natural Resources quality standards, as outlined in the style sheet (attached) and the department's style manual. All recommendations made by a departmental review of the publications must be followed by the subgrantee. Unless otherwise specified in the Attachment A-1, Terms of Agreement, the subgrantee will provide to DNR one hundred copies of printed materials and ten copies of videos produced. (Technical manuals and sound/slide series are excluded.)

See Attachment D, General Terms and Conditions for additional publication requirements.

II. ADMINISTRATION REQUIREMENTS:

1. When equipment is acquired with federal grant funds under this agreement, the following conditions apply:
 - a. **Equipment Funding:** The recipient hereby agrees to apply the funding provided for equipment to the purchase of the equipment specified in the financial assistance agreement as negotiated with the department.
 - b. **Use of Equipment:** Recipient hereby agrees that any equipment purchased pursuant to the agreement shall be used for the performance of services under this agreement during the term of this agreement, and for following years as long as the purpose of the equipment is for project work the equipment was originally purchased for. Notwithstanding anything to the contrary contained in this agreement, the equipment shall not be removed from the State of Missouri.

- c. **Equipment Reporting:** The recipient shall provide the department an inventory report of said equipment (see Section II, J. revision below) providing the information as stated in section J-2a of Attachment D every two years and at the close of the project. If the project is less than two years, then an initial property report is to be submitted and a final property report expected at the end of the project period.
- d. **Revision to Section II, J. (Attachment D)** -- Equipment Management is revised to an equipment disposition threshold of \$5,000. This is consistent with the current definition of equipment as stated in the federal government common rule as an Article of non-expendable, tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000.

Items of equipment with an acquisition cost of less than \$5,000 are considered to be supplies and are allowable as direct costs of Federal awards without specific awarding agency approval. However, if there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs or projects, the grantee or subgrantee shall compensate the awarding agency for its share.

- e. **Equipment Insurance:** The recipient shall procure and maintain insurance, with financially sound and reputable insurance companies or self-insurance, in such amounts and covering such risks as are usually carried by companies engaged in the same or similar business and similarly situated, on all equipment purchased with federal grant funds.
2. **Audit Requirements.** Audits must report on fair presentation of the organizations financial statements in conformity with generally accepted accounting principles, the internal control structure, and compliance with applicable laws and regulations. The audits must be conducted in accordance with generally accepted auditing standards as promulgated by the American Institute of Certified Public Accountants.

The amended Single Audit Act of 1996, which applies to all non-federal entities expending \$300,000 or more in federal awards in a fiscal year, takes effect for fiscal years beginning after June 30, 1996. This statutory requirement supersedes any other effective date in federal agency guidance, so the same effective date will apply to all agencies and all recipients of federal funds.

- a. **Private For-Profit Organizations.** Recipients having federal expenditures in excess of \$300,000 in a fiscal year must provide a copy of an independent auditor's report. For audit fiscal years before June 30, 1996, an audit is required when expenditures in a fiscal year are in excess of \$25,000 and less than \$100,000.
- b. **Universities and Non-Profit Organizations.** Universities or Non-Profit recipients must submit a copy of an independent audit as prescribed in OMB circular A-133 if applicable. If circular A-133 does not apply, Universities or Non-Profit recipients having federal expenditures in excess of \$300,000 in a fiscal year must provide a copy of an independent auditor's report. For audit fiscal years before June 30, 1996, an audit is required when expenditures in a fiscal year are in excess of \$25,000 and less than \$100,000.
- c. **Government Organizations.** Units of state or local governments must provide the department a copy of an independent auditor's report for expenditures in excess of \$300,000 in a fiscal year. For audit fiscal years before June 30, 1996, an audit is required when expenditures in a fiscal year are in excess of \$25,000 and less than \$100,000.
- d. **Audit waiver.** Grant awards primarily for the purchase of equipment (i.e., when equipment purchases make up 80% of the total project costs) will not require an audit irrespective of the amount of the award.

- e. Review of Expenditures Less Than \$300,000:
The recipient may be asked to provide documentation of project activity, financial statements, reports of various aspects of compliance at the request of the department if their expenditures are below the \$300,000 threshold in a fiscal year. On-site monitoring and reviews by the department will be conducted if necessary that focus on compliance and controls over compliance. Any findings noted during the process will be handled in the same manner as any exceptions noted under a single or program-specific audit.
 - f. Recipients of federal funds, which are reviewed by the MDNR or its representative, shall address all deficiencies identified in the review to the satisfaction of the MDNR. Recipients failing to address deficiencies identified in the review will not be eligible to receive any further funding, and may be required to repay any and all disbursements of federal grant funds awarded by the MDNR.
3. Bid Procedures. Bids for purchases of goods or services must be solicited whenever the total purchase is expected to cost \$3,000 or more within a year from any one vendor. For instance:
- a. if one item purchased costs \$3,000 or more;
 - b. if several items purchased on a single invoice from one vendor, such as building supplies and tools, total \$3,000 or more; or
 - c. if several purchases are made at various times within one year from the same vendor total \$3,000 or more; for instance, purchase of rock in April for \$1,000, again in July for \$1,500, and again in September for \$1,075 from the same vendor.

The \$3,000 bid limit is the limit established under the procurement requirements of the State of Missouri, Office of Administration, Purchasing Division. Therefore, the \$3,000 limit will be used for any federal funds passed through to subgrantees for purchasing purposes within federal grant projects. If federal funds are passed from the subgrantee to any other participant to spend on the project, then the participant is to follow the same guidelines. A minimum of three bids is to be solicited with at least one being of a minority business.

Minority and women business enterprises are to be solicited in the bid process whenever possible. The bidding process is mandatory for purchases reimbursed with federal grant funds as well as purchases used to meet required match commitments. Further bid procedure and purchasing guidelines are found in the appropriate OMB circulars of Administrative Requirement of Grants and Agreements under Competition and Procurement procedures.

III. REVISIONS TO THE DNR GENERAL TERMS AND CONDITIONS, ATTACHMENT D:

Section II, G.

Budget and Scope of Work revised to read Acumulative amount of such transfers exceed or are expected to exceed 10 percent of the current total approved budget.

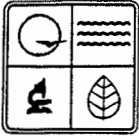
Section II, W-1 (6/94 DAS) (6/94 UNIV)

In accordance with federal administrative provisions, special efforts must be made, for those agreements using federal Environmental Protections Agency (EPA) funding, to assure that a Fair Share Objective of 10% be made available to minority business firms, including historically black colleges and universities and 5% made available to women business enterprise firms, when utilizing agreement funds to purchase supplies, equipment, construction and services related to this agreement.

Section II, W-2 (6/94 DAS)

Section II, X-2 (6/94 UNIV).

MBE/WBE Utilization Report, Standard Form 334 revised to EPA Form 5700-52A and the reporting requirement changed from quarterly to annual. Reports are due within 30 days after the end of each federal fiscal year and at the end of the project. The federal fiscal year runs from October 1 through September 30.



Missouri Department of Natural Resources Grants

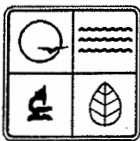
Identifying the Department in Grant Projects for Public Distribution

Recipients of grant funds from the Missouri Department of Natural Resources should identify the department as a funding source on all grant projects for public distribution. On most projects, identification should include the department's logo with the full-department name. This applies to publications, news releases, videos, displays and all other projects from which information may be obtained by reading, watching, or simply seeing the material. Camera-ready copies of the logo may be obtained by calling the Department of Natural Resources at (573) 751-4465.

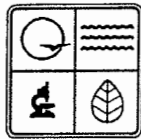
For other projects, such as audiocassette tapes and news releases, the department should be identified audibly by including its full name. See the following guidelines for specific directions.

Logo Usage

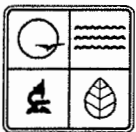
Logo: The Missouri Department of Natural Resources logo includes the full name of the department and the quadrangular graphic. The name should be placed below or to the right of the graphic. See examples below.



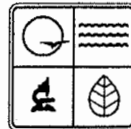
Missouri Department of Natural Resources



Missouri Department of Natural Resources



Missouri
Department of
Natural Resources



Missouri Department
of Natural Resources

Placement: The logo should be readily visible, either on the front or back cover of publications with separate covers. On folded publications, the logo should be visible on the back outer panel.

The logo should be aired at the end of video tapes long enough for easy visibility by viewers.

Size: Type size for the text of the logo in publications should be no smaller than 10 points. The logo art should be in proportion to the type size, as shown in examples above. When other sources of funding also are identified, the Missouri Department of Natural Resources logo shall be no smaller than the type size of other funding sources listed.

The logo should be aired at the end of videotapes large enough for easy visibility by viewers.

Additional When space allows, the following verbiage should precede the logo: "This project Credit: was funded by the..."

Note: When only a portion of the project is funded by department grant funds, "funded" may be replaced with "funded in part."

Audible Identification of the Department

Name: The department should be identified as follows:

The Missouri Department of Natural Resources

Credit: The following verbiage should be announced at the beginning and end of the project:

"This project was funded by the Missouri Department of Natural Resources."

Note: When only a portion of the project is funded by department grant funds, "funded" may be replaced with "funded in part."

DEPARTMENT OF NATURAL RESOURCES
General Terms and Conditions

I. Statutory Requirements

The Missouri Department of Natural Resources (MDNR) and any recipient (subgrantee/contractor) employed under this agreement shall comply with all applicable Federal, State, and local laws and, in particular, any and all applicable Federal laws and regulations cited in this agreement.

Any recipient, in connection with its application for financial assistance, shall include a certification that the recipient is in compliance with the specific federal and state laws set forth below. Further, the recipient shall report to the MDNR any instance in which the recipient is determined by any administrative agency or by any court in connection with any judicial proceeding to be in noncompliance with any of the specific federal or state laws set forth below. Such report shall be submitted within ten (10) working days following such determination. Failure to comply with the reporting requirement may be grounds for termination of this agreement or suspension or debarment of the recipient in accordance with paragraphs II (H) and (S) of these Terms and Conditions.

A. Statutes related to nondiscrimination:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
2. Title VII of the Civil Rights Act of 1964 found at 42 U.S.C. §2000(e) et.seq. which prohibits discrimination on the basis of race, color, religion, national origin, or sex;
3. Title IX of the Education Amendments of 1972, as amended (U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability;
5. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 621-634), which prohibits discrimination on the basis of age;
6. Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

7. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 8. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 9. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
 10. Chapter 213 of the Missouri Revised Statutes which prohibits discrimination on the basis of race, color, religion, national origin, sex, age, and disability.
 11. The Americans with Disabilities Act (P. L. 101-336), 42 U. S. C. §12101 et seq., relating to nondiscrimination with respect to employment, public services, public accommodations and telecommunications.
 12. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made.
 13. The requirements of any other nondiscrimination statute(s) which may apply to the application.
- B. Will comply with environmental standards which may be prescribed pursuant to the following:
1. The Federal Clean Air Act, 42 U.S.C. § 7606, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
 2. The Federal Water Pollution Control Act, 33 U.S.C. § 1368, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
 3. The National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et seq., as amended, particularly as it relates to the assessment of the environmental impact of federally assisted projects.
 4. The National Historic Preservation Act of 1966, 16 U.S.C. § 470 et seq., as amended, relating to the preservation of historic landmarks.

5. Earthquakes - Seismic Building and Construction Ordinances, §§ 319.200 - 319.207, RSMo (Cum. Supp. 1990), relating to the adoption of seismic design and construction ordinances by certain cities, towns, villages and counties.
- C. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601 and 4651 et seq., relating to acquisition of interest in real property or any displacement of persons, businesses, or farm operations.
- D. The Hatch Act, 5 U.S.C. § 1501 et seq., as amended, relating to certain political activities of certain State and local employees.
- E. The Archeological and Historic Preservation Act of 1974 (Public Law 93-291) relating to potential loss or destruction of significant scientific, historical, or archeological data in connection with federally assisted activities.
- F. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- G. The flood insurance purchase requirements of § 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) which requires Recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- H. The Privacy Act of 1974, P.L. 93-579, as amended prohibiting the maintenance of information about any individual in a manner which would violate the provision of the Act.
- I. Public Law 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- J. The Laboratory Animal Welfare Act of 1966 (P. L. 89-544), 7 U.S.C. § 2131 et seq., pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- K. The following additional requirements apply to projects that involve construction:
 1. The Davis-Bacon Act, as amended, 40 U.S.C. § 276a et seq., respecting wage rates for federally assisted construction contracts in excess of \$2000.
 2. The Copeland (Anti-Kickback) Act, 18 U.S.C. § 874, 40 U.S.C. § 276c.

3. The Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327 et seq.
 4. Convict labor shall not be used on construction projects unless by convicts who are on work release, parole, or probation.
- L. The Lead-Based Paint Poisoning Prevention Act (42 U. S. C. § 4801 et seq.) which prohibits the use of lead paint in construction or rehabilitation of residence structures.

II. Administrative Requirements

The Missouri Department of Natural Resources (MDNR) shall apply the standards contained in state statutes and the federal Common Rule (Adopted by 29 federal agencies and contained in specific Codes of Federal Regulations, for each federal agency, under the title, "Uniform Administrative Requirements For Grants and Cooperative Agreements to State and Local Governments") in the administration of this agreement (subgrant/contract/cooperative agreement) and in particular those standards paraphrased as follows:

- A. Method of Payment. The recipient (subgrantee/contractor) will be reimbursed for all allowable expenses incurred in performing the scope of services. The recipient shall report project expenses and submit standard invoices, attached to the agreement, for payment. The form must be completed with the MDNR invoiced amount and local share detailed for the recipient to be reimbursed. Invoices must provide a breakdown of project expenses by the object class detail contained in the agreement budget. Monthly or quarterly invoices must be received by the 10th of the month following the invoice period. No reimbursements will be made for expenditures incurred after the closing budget date unless a budget time period extension has been granted by the MDNR.
1. Payments under nonconstruction grants will be based on the grant sharing ratio as applied to the total project cost for each invoice submitted unless the agreement specifically provides for advance payments. Advance payments may be authorized on a monthly basis to cover estimated expenditures for a 30 day period. MDNR programs may process advance payment requests ten working days prior to requested due dates.
 2. All reimbursement requests, including those for advance payment, will show expenditures by object class categories and the following certification by the authorized recipient official, I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the agreement and that payment is due and has not been previously requested. Advance payments

will include the same expenditure itemization and certification for the previous advance period.

3. Requests for advance payments will be made prior an advance payment being requested. The advance payment request will include the same expenditure itemization

B. Retention and Custodial Requirements For Records. Financial records, supporting documents, and other pertinent agreement records shall be retained for a period of three years starting from the date of submission of the final financial status report. Authorized representatives of Federal Awarding Agencies, the Comptroller General of the United States, and the MDNR shall have access to any pertinent books, documents, and records of recipients to make audits or examinations. The recipient will further agree to permit monitoring by the MDNR and/or authorized representative.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

C. Program Income. Defined as gross income earned from agreement activities including income from fees for services performed, from the use or rental of real or personal property acquired with agreement funds, from the sale of commodities or items fabricated under a agreement, and from payments of principal and interest on loans made with agreement funds. Program income shall be deducted from outlays which may be both federal and nonfederal, unless the MDNR, as negotiated with the recipient, or federal awarding agency specifies an alternative method in the agreement, described in the "Uniform Administrative Requirements For Grants and Cooperative Agreements to State and Local Governments." When anticipated and authorized, program income is added to the funds committed to the agreement it must be credited back to the original fund or project from which it was earned. A recipient, having earned program income, may then invoice the MDNR for costs incurred against program income if given permission by the federal awarding agency, through the MDNR, as negotiated with the recipient.

D. Match or Cost Share Funding. In general, match or cost sharing represents that portion of project costs not borne by state appropriations. The matching share will usually be prescribed as a minimum percentage. If stated in dollars only, the MDNR sharing ratio will be total project costs divided into the recipient match or cost share funding amount. In kind (noncash) contributions are allowable project costs when they directly benefit and are specifically identifiable to the project or program.

1. Match or cost share funding will be established by the MDNR, through negotiation with the recipient. Signature by both the MDNR and recipient, on the agreement signature form, firmly affixes the match or cost sharing ratios. Full expenditure of recipient match or cost share funding is required over the life of the agreement. Recipient must invoice the MDNR, as required by the particular agreement, and provide financial records for total expenditure of state and match or cost share funding. The MDNR will reimburse the recipient for its percentage portion agreed to by signature less any negotiated withholding.
 2. Failure to provide 100 percent of the match or cost share ratio of total expenditures as identified on the agreement signature form may cause that recipient to become ineligible to receive additional financial assistance from the MDNR for a period of five (5) years.
- E. Financial Management Systems. The financial management systems of recipients must meet the following standards:
1. Financial Reporting. Accurate, current, and complete disclosure of financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the agreement;
 2. Accounting Records. Maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to agreement awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;
 3. Internal Control. Effective control and accountability must be maintained for all recipient cash, real and personal property, and other assets. Recipients must adequately safeguard all such property and must assure that it is used solely for authorized purposes;
 4. Budget Control. Actual expenditures or outlays must be compared with budgeted amounts for each agreement;
 5. Allowable Costs. Applicable OMB cost principles, federal agency program regulations, and the agreement scope of work will be followed in determining the reasonableness, allowability, and allocability of costs;
 6. Source Documentation. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract, and agreement award documents;

7. Cash Management. Procedures for minimizing the time elapsing between the transfer of funds from the U.S. Treasury and disbursement by the MDNR must be followed whenever advance payment procedures are used.
- F. Reporting of Program Performance. A performance report for each program, function, or activity shall be submitted at least annually and/or after completion of the project, as specified by the agreement scope of work. Performance report requirements, if not expressly stated in the scope of work, should include, as a minimum, a comparison of actual accomplishments to the goals established, reasons why goals were not met, and other pertinent information.
- G. Budget and Scope of Work Revisions. For non-construction grants, recipients must request and receive prior written approval to transfer funds from a direct cost budget category(ies) when the cumulative amount of such transfers exceed or are expected to exceed ten percent of that budget category. The revision must meet requirements applicable to OMB cost principles. Official notification is to be transmitted to the MDNR whenever a recipient makes a revision for less than ten percent.
 1. Prior notification is also required by recipients to add budget items requiring approval, for allowability of costs, in accordance with OMB Circular A-87, A-122, or A-21, as applicable.
 2. Changes to the scope of services described in the agreement must receive prior approval from the MDNR. Approved changes in the scope of work or budget shall be incorporated in written amendment to the agreement.
 3. For construction grants, prior approval is required to revise any budget resulting from changes in the scope or objective of the project.
- H. Termination for Cause. The MDNR may terminate any agreement in whole, or in part, at any time before the date of completion, whenever it is determined that the recipient has failed to comply with the terms and conditions of the agreement. The MDNR shall promptly notify the recipient in writing of such a determination and the reasons for the termination, together with the effective date. MDNR payments to or recoveries from recipients under agreements terminated for cause shall be in accord with the legal rights and liabilities of the parties.

- I. Termination for Convenience. Both the MDNR or recipient may terminate the agreement in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.
- J. Equipment Management. The following standards shall govern the utilization and disposition of equipment acquired with agreement funds:
 1. Title to equipment acquired under this agreement will vest with MDNR.
 2. Procedures for managing equipment whether acquired in whole or in part with agreement funds will, as a minimum, meet the following requirements until disposition takes place.
 - a. Property records must be maintained that include a description of the equipment, a serial number or other identification number, the source of property, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property.
 - b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - c. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.
 3. When original or replacement equipment acquired under this agreement is no longer needed for the original project or program, disposition will be made as follows:
 - a. For items with a per unit fair market value of less than \$1,000.00, MDNR will transfer title to the recipient who may use the property for other activities without reimbursement to MDNR.
 - b. For items having a per unit fair market value of \$1,000.00 or more, MDNR reserves the right to transfer title. However, the recipient may retain the property for other uses provided that compensation is made to MDNR. The amount of compensation shall be computed by applying the percentage of MDNR participation in the cost of the original project to the current per unit fair market value of the property. If the recipient has no need for the property and the property has

further use value, the recipient shall request disposition instructions from MDNR.

- c. MDNR shall issue disposition instructions within 120 calendar days after the recipient's request. MDNR may pick up the property or instruct the recipient to ship the property elsewhere. Shipping costs shall be paid by MDNR.
 - d. Title is transferred to the recipient if disposition instructions are not issued by MDNR within 120 calendar days after the recipient's request or if so instructed.
- K. Inventions and Patents. If any recipient produces subject matter which is or maybe patentable in the course of work sponsored by this agreement, such subject matter shall be promptly and fully disclosed to the MDNR. In the event that the recipient fails or declines to file Letters of Patent or to recognize patentable subject matter, the MDNR reserves the right to file same. The MDNR grants to the recipient an option to acquire an exclusive license including the right to sublicense with a royalty consideration to the MDNR.
- L. Copyrights. Except as otherwise provided in the terms and conditions of this agreement, the author or the recipient is free to copyright any books, publications, or other copyrightable material developed in the course of this agreement, however, the MDNR and federal awarding agency reserves a royalty free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for State government purposes.
- M. Prior Approval For Publications. It is the policy of the MDNR to review and approve draft copies of all publications and other printed materials which are intended for distribution. The recipient shall submit two draft copies of each publication and other printed materials to the MDNR which are intended for distribution and are financed, wholly or in part, by agreement funds. Printing and distribution may follow receipt of written approval of the MDNR.
- N. Procurement Standards. Recipients shall use their own procurement procedures provided that procurements conform to standards set forth in the "Uniform Administrative Requirements For Grants and Cooperative Agreements to State and Local Governments".
- 1. No work or services, paid for wholly or in part with state or federal funds, will be contracted without the written consent of the MDNR.

2. Recipient agrees that any contract, interagency agreement subagreement, and/or equipment to be procured under this award which was not included in the approved workplan must receive formal MDNR project officer approval prior to expenditure of funds associated with that contract, agreement, subagreement, or equipment purchase.
- O. Audit Requirements. Recipients shall arrange for independent audits as prescribed in OMB Circular A-128, Single Audit Act of 1984. When the recipient had its yearly audit conducted by a governmental agency or private auditing firm, the relevant portion(s) of the audit report will be submitted to the MDNR, and if not, an audit is to be arranged for independent audit as prescribed in OMB Circular A-128 or A-133, as applicable.
- P. Allowability of Costs. Allowability of costs shall be determined in accordance with cost principles contained in OMB Circular A-87 (Revised) for State and local governments, Circular No. A-122 for nonprofit organizations and Circular No. A-21 for educational institutions.
- Q. Conflict of Interest. No party to this agreement and no officer, agent, or employee of either party to this agreement who exercises any functions or responsibilities in the review or approval of the performance of this agreement shall participate in any decision relating to this agreement which would affect their personal or pecuniary interest, directly or indirectly.

No state employee shall perform any service for consideration paid by the recipient during one year after termination of the employee's state employment in which the former state employee attempts to influence a decision of the MDNR or in the relation to any case, decision, proceeding or application with respect to which the former employee personally participated during the period of state employment.

- R. State Appropriated Funding. The recipient agrees that funds expended for the purposes of this agreement must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the agreement period, as well as being awarded by the federal or state agency supporting the project. Therefore, the agreement shall automatically terminate without penalty or termination costs if such funds are not appropriated and/or granted. In the event that funds are not appropriated and/or granted for the agreement, the recipient shall not prohibit or otherwise limit the MDNR's right to pursue alternate solutions and remedies as deemed necessary for the conduct of state government affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the agreement.

- S. Debarment and Suspension. Recipients must not make any award at any time to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance under Executive Order 12549, "Debarment and Suspension." A Debarment/Suspension form is to be completed by recipients and be attached to the recipient application and be attached to the agreement document prior to signature by the MDNR official. Furthermore, recipients are also responsible for written debarment/suspension certification of all subcontractors receiving funding through a federally funded grant.

MDNR's administrative policy on the debarment and suspension of recipients for certain activities, DNR Policy No. 6030 is expressly incorporated herein by reference. A copy of this policy is available to recipients upon request.

- T. Anti Lobbying. No portion of this award may be used for lobbying or propaganda purposes as prohibited by 18 U.S.C. Section 1913 or Section 607(a) of Public Law 96-74.

1. Recipient agrees to comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, effective December 23, 1989. Recipient further acknowledges that failure to file or amend the disclosure form, if required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
2. Recipient also agrees to include in all solicitation documents the following:
 - a. Subrecipients who request or receive, from the grant recipient, an agreement, or subagreement exceeding \$100,000, at any tier under a federal grant shall comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, and file an Anti-Lobbying Certification form, and the Disclosure of Lobbying Activities form, if required, to the next tier above.
 - b. Recipient acknowledges that if any expenditure is made as prohibited by the Act, that he shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

- U. Press Releases. Recipient agrees that all statements, press releases, requests for proposals, bid solicitations, and other documents describing the program/project for which funds are now being awarded, will include a statement of the percentage of the total cost of the program/project which is financed with Federal money, and the dollar amount of Federal funds for the program/project.

- V. Recycled Paper. The grantee must use recycled paper consisting of at least fifty percent waste paper, with ten percent or greater being post consumer waste, for all reports which are prepared as a part of this grant award and delivered to the Department of Natural Resources. The grantee must use recycled paper for any materials that it produces and makes available to any and all parties other than the Department of Natural Resources. The chasing arrows symbol representing the recycled content of the paper will be clearly displayed on at least one page of any materials provided to any and all parties other than the Department of Natural Resources. This requirement does not apply to reports which are prepared on forms supplied by the grantee agency. This requirement applies even if the cost of recycled paper is higher than that of virgin paper.
- W. Disadvantaged Business Enterprise Utilization. In accordance with federal administrative provisions, special efforts must be made, for those agreements using federal Environmental Protection Agency (EPA) funding, to assure that a Fair Share Objective of 8% be made available to minority, women's and small disadvantaged business enterprise firms, including historically black colleges and universities, when utilizing agreement funds to purchase supplies, equipment, construction and services related to this award agreement.
1. The recipient agrees to take all necessary affirmative steps required to assure that small and minority firms, women's business enterprises and labor surplus area firms are used when possible as sources when procuring supplies, equipment, construction and services related to this award agreement. The recipient agrees to include information about these requirements in solicitation documents. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Ensuring that small and minority and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasibly, into small tasks or quantities to permit maximum participation by small and minority and women's business enterprises;
 - d. Establishing delivery schedules, where the requirements of work will permit which would encourage participation by small and minority and women's business enterprises;

- e. Using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, and;
 - f. Requiring any prime contractor or other recipient, if subagreements are to be let, to take the affirmative steps in subparagraphs a. through e. of this section.
2. The recipient agrees to submit, to the MDNR's project officer, a completed Standard Form 334, MBE/WBE Utilization Report, within 30 days after the end of each federal/state fiscal quarter.
- X. Disputes. Program staff should attempt to resolve disagreements concerning the administration or performance of the underlying agreement. If an agreement cannot be reached, the cognizant division director will provide a written decision. Such decision of the division director shall be final unless a request for review is submitted to the department director within ten (10) business days after the division director's decision. Such request shall include: (1) a copy of the division director's final decision; (2) a statement of the amount in dispute; (3) a brief description of the issue(s) involved; and (4) a concise statement of the objections to the final decision. A decision by the department director shall constitute final department action.



EPA Project Control Number

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement 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 government 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/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Ruth Schmale

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.



EPA Project Control Number

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement 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 government 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/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative Date

I am unable to certify to the above statements. My explanation is attached.

Instructions

Under Executive Order 12549, an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a subagreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or subagreement participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants' responsibilities, in the attached regulation.

Where To Submit

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters or Regional office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

How To Obtain Forms:

EPA includes the certification form, instructions, and a copy of its implementing regulation (40 CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies/assistance may be requested from:

Compliance Branch
Grants Administration Division (PM-216F)
U.S. Environmental Protection Agency
401 M Street, SW
Washington, DC 20460
(Telephone: 202/475-8025)

federal register

**Thursday
May 26, 1988**

Part VII

Environmental Protection Agency

40 CFR Part 32

**Debarment and Suspension Under EPA
Assistance, Loan and Benefit Programs**

ENVIRONMENTAL PROTECTION AGENCY

40 CFR Part 32 (FRL-3350-8)

FOR FURTHER INFORMATION CONTACT: Robert Meunier or David Sims, at (202) 475-8025.

ADDITIONAL SUPPLEMENTARY INFORMATION: On May 26, 1987, the Office of Management and Budget (OMB), issued Governmentwide guidelines governing debarment and suspension by Executive Branch agencies under nonprocurement programs. On October 20, 1987, many agencies joined in proposing a common rule to implement the guidelines. The Environmental Protection Agency (EPA) also published the proposed rule at that time, but not as part of the common rule (52 FR 39114). Since then, OMB has amended the guidelines and determined that all agencies will join the common rule in order to ensure greater uniformity. Comments on EPA's proposed rule were considered in preparing a final common rule and are addressed in the common preamble.

EPA is adopting several additions to the common rule. Under the common rule, agencies have the option to insert additional agency-specific examples to the definitions. The definitions of "debarred official" and "suspending official" under the common rule are being amended by adding subparagraphs (g)(3) and (i)(3) to § 32.105 to designate the Director, Grants Administration Division, as the Agency's debarring and suspending official. In addition, EPA is amending the definition of "Principal" at § 32.105(p) by adding bid and proposal estimators and preparers as an agency-specific example.

Sections 32.110(a)(2)(iv) and 32.200(c)(5) of the final common rule exempt transactions pursuant to national or agency-recognized emergencies or disasters from the effect of a suspension or debarment. This exemption does not apply to transactions under any programs carried out by EPA. Accordingly, § 32.110(a)(2)(iv)(A) and § 32.200(c)(5)(i) are added to clarify these exemptions. In special cases, EPA is authorized to permit a debarred, suspended or voluntarily excluded person to participate in a particular covered transaction by granting an exception under § 32.215.

EPA is adding subparagraph (d) to § 32.115 stating that while Part 32 does not apply to direct Federal procurement activities, which are governed by the

Federal Acquisition Regulation (FAR), 48 CFR Subpart 9.4, it is EPA's policy, for purposes of rational and efficient management, to integrate its administration of these two complementary programs.

One commenter sought clarification about whether a person could be debarred or suspended for violating environmental laws. An environmental violation could give rise to a debarment or suspension action under several of the causes at § 32.305, where there is a reasonable connection between the offense committed and future performance under an EPA assistance program. For example, a conviction of civil judgment for falsely certifying hazardous waste disposal manifests could result in debarment under § 32.305(a)(3). The unauthorized disposal of hazardous wastes, such as through "midnight dumping", could result in debarment under § 32.305 (a)(4) or (d). Failure to comply with environmental requirements incorporated into a public contract could result in debarment under § 32.305(b).

The common rule requires a hearing only where there exists a genuine dispute as to facts material to a proposed debarment or suspension. EPA is adding language to §§ 32.313 and 32.412, permitting a respondent to request a hearing regardless of whether there are "material facts" in dispute. This reflects EPA's policy and current practice of affording all respondents the same procedural options for the resolution of pertinent issues. A request for hearing upon suspension, however, is still subject to denial under § 32.412(b)(1)(ii), where pending or contemplated legal proceedings would be prejudiced.

Also, the common rule makes no provision for post-determination review of debarment or suspension decisions. EPA is opting to retain its current post-determination review procedures by adding §§ 32.330 and 32.425, which permit a party to request the debarring/suspending official to reconsider a decision to debar or suspend due to an error of fact or law. EPA is also adding §§ 32.335 and 32.430, which permit discretionary review of debarment and suspension decisions by the Director of EPA's Office of Administration, upon a written appeal filed within 30 calendar days of receipt of the debarring or suspending official's determination. We note that several comments to the proposed common rule recommended that an administrative review process be provided.

The common rule states generally that the "Agency" is authorized to settle debarment and suspension actions. At

EPA this authority is vested in the Director, Grants Administration Division, as the debarring and suspending official. Accordingly, EPA is adding subparagraph (1) to § 32.315(a) to reflect this responsibility.

The proposed common rule contained a certification requirement which encompassed a range of important information from which to determine the current eligibility or potential responsibility of the prospective participant. In the final common rule, there are separate certifications, one for primary covered transactions (e.g., assistance recipients) and one for lower-tier covered transactions (e.g., contractors, subcontractors, suppliers). The lower-tier certification is an abbreviated version of the primary tier certification.

Because EPA is most vulnerable to waste, fraud or abuse at the lower-tier level, EPA is expanding the certification for lower-tier participants by requiring them to certify to much of the same information provided in the certification submitted by primary participants. Accordingly, paragraph (3) and subparagraphs (a) (b) and (c) are being added to the lower-tier certification form.

List of Subjects in 40 CFR Part 32

Administrative practice and procedure, Assistance programs—environmental protection, Technical assistance.

Lee M. Thomas,
Administrator.

Dated: May 11, 1988.

Title 40 of the Code of Federal Regulations is amended as set forth below.

1. Part 32 is revised to read as set forth at the end of this document:

PART 32—GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

Subpart A—General

Sec.	Purpose.
32.100	Purpose.
32.105	Definitions.
32.110	Coverage.
32.115	Policy.

Subpart B—Effect of Action

32.200	Debarment or suspension.
32.205	Ineligible persons.
32.210	Voluntary exclusion.
32.215	Exception provision.
32.220	Continuation of covered transactions.
32.225	Failure to adhere to restrictions.

Subpart C—Debarment

32.300	General.
32.305	Causes for debarment.

behalf of or is authorized to commit a participant in a covered transaction as an agent or representative of another participant.

(n) *Person*. Any individual, corporation, partnership, association, unit of government or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

(o) *Preponderance of the evidence*. Proof by information that, compared with that opposing it, leads to the conclusion that the fact at issue is more probably true than not.

(p) *Principal*. Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered transaction, whether or not employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

(1) Principal investigators.

(2) Bid and proposal estimators and preparers.

(q) *Proposal*. A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.

(r) *Respondent*. A person against whom a debarment or suspension action has been initiated.

(s) *State*. Any of the States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, any territory or possession of the United States, or any agency of a State, exclusive of institutions of higher education, hospitals, and units of local government. A State instrumentality will be considered part of the State government if it has a written determination from a State government that such State considers that instrumentality to be an agency of the State government.

(t) *Suspending official*. An official authorized to impose suspension. The suspending official is either:

(1) The agency head, or

(2) An official designated by the agency head.

(3) The Director, Grants Administration Division, is the authorized suspending official.

(u) *Suspension*. An action taken by a suspending official in accordance with these regulations that immediately excludes a person from participating in covered transactions for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended."

(v) *Voluntary exclusion or voluntarily excluded*. A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

(w) *EPA, Environmental Protection Agency*.

(x) *Agency Head, Administrator of the Environmental Protection Agency*.

§ 32.110 Coverage.

(a) These regulations apply to all persons who have participated, are currently participating or may reasonably be expected to participate in transactions under Federal nonprocurement programs. For purposes of these regulations such transactions will be referred to as "covered transactions."

(1) *Covered transaction*. For purposes of these regulations, a covered transaction is a primary covered transaction or a lower tier covered transaction. Covered transactions at any tier need not involve the transfer of Federal funds.

(i) *Primary covered transaction*. Except as noted in paragraph (a)(2) of this section, a primary covered transaction is any nonprocurement transaction between an agency and a person, regardless of type, including: grants, cooperative agreements, scholarships, fellowships, contracts of assistance, loans, loan guarantees, subsidies, insurance, payments for specified use, donation agreements and any other nonprocurement transactions between a Federal agency and a person. Primary covered transactions also include those transactions specially designated by the U.S. Department of Housing and Urban Development in such agency's regulations governing debarment and suspension.

(ii) *Lower tier covered transaction*. A lower tier covered transaction is:

(A) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction.

(B) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold

fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a primary covered transaction.

(C) Any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. Such persons are:

(1) Principal investigators.

() Provider of federal'-required audit services.

(2) *Exceptions*. The following transactions are not covered:

(i) Statutory entitlements or mandatory awards (but not subtler awards thereunder which are not themselves mandatory), including deposited funds insured by the Federal Government;

(ii) Direct awards to foreign governments or public international organizations, or transactions with foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, entities consisting wholly or partially of foreign governments or foreign governmental entities;

(iii) Benefits to an individual as a personal entitlement without regard to the individual's present responsibility (but benefits received in an individual's business capacity are not excepted);

(iv) Federal employment;

(A) For the purpose of this paragraph, no transactions under EPA assistance programs are deemed to be pursuant to agency-recognized emergencies or disasters.

(v) Transactions pursuant to national or agency-recognized emergencies or disasters;

(vi) Incidental benefits derived from ordinary governmental operations; and

(vii) Other transactions where the application of these regulations would be prohibited by law.

(b) *Relationship to other sections*.

This section describes the types of transactions to which a debarment or suspension under the regulations will apply. Subpart B, "Effect of Action," § 32.200, "Debarment or suspension," sets forth the consequences of a debarment or suspension. Those consequences would obtain only with respect to participants and principals in the covered transactions and activities described in § 32.110(a). Sections 32.325, "Scope of debarment," and 32.420, "Scope of suspension," govern the extent to which a specific participant or organizational elements of

- 32.310 Procedures.
- 32.311 Investigation and referral.
- 32.312 Notice of proposed debarment.
- 32.313 Opportunity to contest proposed debarment.
- 32.314 Debarring official's decision.
- 32.315 Settlement and voluntary exclusion.
- 32.320 Period of debarment.
- 32.325 Scope of debarment.
- 32.330 Reconsideration.
- 32.335 Appeal.

Subpart D—Suspension

- 32.400 General.
- 32.405 Causes for suspension.
- 32.410 Procedures.
- 32.411 Notice of suspension.
- 32.412 Opportunity to contest suspension.
- 32.413 Suspending official's decision.
- 32.415 Period of suspension.
- 32.420 Scope of suspension.
- 32.425 Reconsideration.
- 32.430 Appeal.

Subpart E—Responsibilities of GSA, Agency and Participants

- 32.500 GSA responsibilities.
- 32.505 EPA responsibilities.
- 32.510 Participants' responsibilities.

Appendix A—Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower-Tier Covered Transaction

Authority: Executive Order 12549; 7 U.S.C. 136 et seq.; 15 U.S.C. 2091 et seq.; 20 U.S.C. 4011 et seq.; 33 U.S.C. 1251 et seq.; 42 U.S.C. 300f, 4601, 6601, 7401, 9801 et seq.

Subpart A—General

§ 32.100 Purpose.

(a) Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a governmentwide system for nonprocurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. Debarment or suspension of a participant in a program by one agency shall have governmentwide effect.

(b) These regulations implement section 3 of Executive Order 12549 and the guidelines promulgated by the Office of Management and Budget under section 6 of the Executive Order by:

- (1) Prescribing the programs and activities that are covered by the governmentwide system;
- (2) Prescribing the governmentwide criteria and governmentwide minimum due process procedures that each agency shall use:

(3) Providing for the listing of debarred and suspended participants, participants declared ineligible (see definition of "ineligible" in § 32.105(i)), and participants who have voluntarily excluded themselves from participation in covered transactions

(4) Setting forth the consequences of a debarment, suspension, determination of ineligibility, or voluntary exclusion; and

(5) Offering such other guidance as necessary for the effective implementation and administration of the governmentwide system.

(c) Although these regulations cover the listing of ineligible participants and the effect of such listing, they do not prescribe policies and procedures governing declarations of ineligibility.

§ 32.105 Definitions.

(a) *Adequate evidence.* Information sufficient to support the reasonable belief that a particular act or omission has occurred.

(b) *Affiliate.* Persons are affiliates of each another if, directly or indirectly, either one controls or has the power to control the other, or a third person controls or has the power to control both. Indicia of control include, but are not limited to: interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity organized following the suspension or debarment of a person which has the same or similar management, ownership, or principal employees as the suspended, debarred, ineligible, or voluntarily excluded person.

(c) *Agency.* Any executive department, military department or defense agency or other agency of the executive branch, excluding the independent regulatory agencies.

(d) *Civil judgment.* The disposition of a civil action by any court of competent jurisdiction, whether entered by verdict, decision, settlement, stipulation, or otherwise creating a civil liability for the wrongful acts complained of; or a final determination of liability under the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3601-12).

(e) *Conviction.* A judgment of conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, including a plea of nolo contendere.

(f) *Debarment.* An action taken by a debarring official in accordance with these regulations to exclude a person from participating in covered transactions. A person so excluded is "debarred."

(g) *Debarring official.* An official authorized to impose debarment. The debarring official is either:

- (1) The agency head, or
- (2) An official designated by the agency head.

(3) The Director, Grants Administration Division, is the authorized debarring official.

(h) *Indictment.* Indictment for a criminal offense. An information or other filing by competent authority charging a criminal offense shall be given the same effect as an indictment.

(i) *Ineligible.* Excluded from participation in Federal nonprocurement

programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implementing regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

(j) *Legal proceedings.* Any criminal proceeding or any civil judicial proceeding to which the Federal Government or a State or local government or quasi-governmental authority is a party. The term includes appeals from such proceedings.

(k) *Nonprocurement List.* The portion of the *List of Parties Excluded from Federal Procurement or Nonprocurement Programs* compiled, maintained and distributed by the General Services Administration (GSA) containing the names and other information about persons who have been debarred, suspended, or voluntarily excluded under Executive Order 12549 and these regulations, and those who have been determined to be ineligible.

(l) *Notice.* A written communication served in person or sent by certified mail, return receipt requested, or its equivalent, to the last known address of a party, its identified counsel, its agent for service of process, or any partner, officer, director, owner, or joint venturer of the party. Notice, if undeliverable, shall be considered to have been received by the addressee five days after being properly sent to the last address known by the agency.

(m) *Participant.* Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered transaction. This term also includes any person who acts on

a participant would be automatically included within a debarment or suspension action, and the conditions under which affiliates or persons associated with a participant may also be brought within the scope of the action.

(c) *Relationship to Federal procurement activities.* Debarment and suspension of Federal procurement contractors and subcontractors under Federal procurement contracts are covered by the Federal Acquisition Regulation (FAR), 48 CFR Subpart 9.4.

§ 32.115 Policy.

(a) In order to protect the public interest, it is the policy of the Federal Government to conduct business only with responsible persons. Debarment and suspension are discretionary actions that, taken in accordance with Executive Order 12549 and these regulations, are appropriate means to implement this policy.

(b) Debarment and suspension are serious actions which shall be used only in the public interest and for the Federal Government's protection and not for purposes of punishment. Agencies may impose debarment or suspension for the causes and in accordance with the procedures set forth in these regulations.

(c) When more than one agency has an interest in the proposed debarment or suspension of a person, consideration shall be given to designating one agency as the lead agency for making the decision. Agencies are encouraged to establish methods and procedures for coordinating their debarment or suspension actions.

(d) While Part 32 does not apply to direct Federal procurement activities, which are governed by the Federal Acquisition Regulations (FAR) at 48 CFR Subpart 9.4, it is EPA's policy to integrate its administration of these two complementary debarment and suspension programs.

Subpart B—Effect of Action

§ 32.200 Debarment or suspension.

(a) *Primary covered transactions.* Except to the extent prohibited by law, persons who are debarred or suspended shall be excluded from primary covered transactions as either participants or principals throughout the executive branch of the Federal Government for the period of their debarment or suspension. Accordingly, no agency shall enter into primary covered transactions with such debarred or suspended persons during such period, except as permitted pursuant to § 32.215.

(b) *Lower tier covered transactions.* Except to the extent prohibited by law, persons who have been debarred or suspended shall be excluded from participating as either participants or principals in all lower tier covered transactions (see § 32.110(a)(1)(ii)) for the period of their debarment or suspension.

(c) *Exceptions.* Debarment or suspension does not affect a person's eligibility for:

(1) Statutory entitlements or mandatory awards (but not subtler awards thereunder which are not themselves mandatory), including deposited funds insured by the Federal Government;

(2) Direct awards to foreign governments or public international organizations, or transactions with foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities;

(3) Benefits to an individual as a personal entitlement without regard to the individual's present responsibility (but benefits received in an individual's business capacity are not excepted);

(4) Federal employment;

(5) Transactions pursuant to national or agency-recognized emergencies or disasters:

(i) For the purposes of this paragraph, no transactions under EPA assistance programs are deemed agency-recognized emergencies or disasters.

(6) Incidental benefits derived from ordinary governmental operations; and

(7) Other transactions where the application of these regulations would be prohibited by law.

§ 32.205 Ineligible persons.

Persons who are ineligible, as defined in § 32.105(i), are excluded in accordance with the applicable statutory, executive order, or regulatory authority.

§ 32.210 Voluntary exclusion.

Persons who accept voluntary exclusions under § 32.315 are excluded in accordance with the terms of their settlements. EPA shall, and participants may, contact the original action agency to ascertain the extent of the exclusion.

§ 32.215 Exception provision.

EPA may grant an exception permitting a debarred, suspended, or voluntarily excluded person to

participate in a particular covered transaction upon a written determination by the agency head or an authorized designee stating the reason(s) for deviating from the Presidential policy established by Executive Order 12549 and § 32.200 of this rule. However, in accordance with the President's stated intention in the Executive Order, exceptions shall be granted only infrequently. Exceptions shall be reported in accordance with § 32.505(a).

(a) The Director, Grants Administration Division, is the official authorized to grant exceptions.

§ 32.220 Continuation of covered transactions.

(a) Notwithstanding the debarment, suspension, determination of ineligibility, or voluntary exclusion of any person by an agency, agencies and participants may continue covered transactions in existence at the time the person was debarred, suspended, declared ineligible, or voluntarily excluded. A decision as to the type of termination action, if any, to be taken should be made only after thorough review to ensure the propriety of the proposed action.

(b) Agencies and participants shall not renew or extend covered transactions (other than no-cost time extensions) with any person who is debarred, suspended, ineligible, or voluntarily excluded, except as provided in § 32.215.

§ 32.225 Failure to adhere to restrictions.

Except as permitted under § 32.215 or § 32.220 of these regulations, a participant shall not knowingly do business under a covered transaction with a person who is debarred or suspended, or with a person who is ineligible for or voluntarily excluded from that covered transaction. Violation of this restriction may result in disallowance of costs, annulment or termination of award, issuance of a stop work order, debarment or suspension, or other remedies, as appropriate. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction (see Appendix B), unless it knows that the certification is erroneous. An agency has the burden of proof that such participant did knowingly do business with such a person.

Subpart C—Debarment**§ 32.300 General.**

The debarring official may debar a person for any of the causes in § 32.305, using procedures established in §§ 32.310 through 32.314. The existence of a cause for debarment, however, does not necessarily require that the person be debarred; the seriousness of the person's acts or omissions and any mitigating factors shall be considered in making any debarment decision.

§ 32.305 Causes for debarment.

Debarment may be imposed in accordance with the provisions of §§ 32.300 through 32.314 for:

- (a) Conviction of or civil judgment for:
- (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction;
 - (2) Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging;
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, or obstruction of justice; or
 - (4) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of a person.

(b) Violation of the terms of a public agreement or transaction so serious as to affect the integrity of an agency program, such as:

- (1) A willful failure to perform in accordance with the terms of one or more public agreements or transactions;
- (2) A history of failure to perform or of unsatisfactory performance of one or more public agreements or transactions; or
- (3) A willful violation of a statutory or regulatory provision or requirement applicable to a public agreement or transaction.

(c) Any of the following causes:

- (1) A nonprocurement debarment by any Federal agency taken before October 1, 1988, the effective date of these regulations, or a procurement debarment by any Federal agency taken pursuant to 48 CFR Subpart 9.4;
- (2) Knowingly doing business with a debarred, suspended, ineligible, or voluntarily excluded person, in connection with a covered transaction, except as permitted in § 32.215 or § 32.220;

(3) Failure to pay a single substantial debt, or a number of outstanding debts (including disallowed costs and overpayments, but not including sums owed the Federal Government under the Internal Revenue Code) owed to any Federal agency or instrumentality, provided the debt is uncontested by the debtor or, if contested, provided that the debtor's legal and administrative remedies have been exhausted; or

(4) Violation of a material provision of a voluntary exclusion agreement entered into under § 32.315 or of any settlement of a debarment or suspension action.

(d) Any other cause of so serious or compelling a nature that it affects the present responsibility of a person.

§ 32.310 Procedures.

EPA shall process debarment actions as informally as practicable, consistent with the principles of fundamental fairness, using the procedures in §§ 32.311 through 32.314.

§ 32.311 Investigation and referral.

Information concerning the existence of a cause for debarment from any source shall be promptly reported, investigated, and referred, when appropriate, to the debarring official for consideration. After consideration, the debarring official may issue a notice of proposed debarment.

§ 32.312 Notice of proposed debarment.

A debarment proceeding shall be initiated by notice to the respondent advising:

- (a) That debarment is being considered;
- (b) Of the reasons for the proposed debarment in terms sufficient to put the respondent on notice of the conduct or transaction(s) upon which it is based;
- (c) Of the cause(s) relied upon under § 32.305 for proposing debarment;
- (d) Of the provisions of § 32.311 through § 32.314, and any other EPA procedures, if applicable, governing debarment decisionmaking; and
- (e) Of the potential effect of a debarment.

§ 32.313 Opportunity to contest proposed debarment.

(a) *Submission in opposition.* Within 30 days after receipt of the notice of proposed debarment, the respondent may submit, in person, in writing, or through a representative, information and argument in opposition to the proposed debarment.

(1) If the respondent desires a hearing, it shall submit a written request to the debarring official within the 30-day period following receipt of the notice of proposed debarment.

(b) *Additional proceedings as to disputed material facts.* (1) In actions not based upon a conviction or civil judgment, if the debarring official finds that the respondent's submission in opposition raises a genuine dispute over facts material to the proposed debarment, respondent(s) shall be afforded an opportunity to appear with a representative, submit documentary evidence, present witnesses, and confront any witness the agency presents.

(2) A transcribed record of any additional proceedings shall be made available at cost to the respondent, upon request, unless the respondent and the agency, by mutual agreement, waive the requirement for a transcript.

§ 32.314 Debarring official's decision.

(a) *No additional proceedings necessary.* In actions based upon a conviction or civil judgment, or in which there is no genuine dispute over material facts, the debarring official shall make a decision on the basis of all the information in the administrative record, including any submission made by the respondent. The decision shall be made within 45 days after receipt of any information and argument submitted by the respondent, unless the debarring official extends this period for good cause.

(b) *Additional proceedings necessary.* (1) In actions in which additional proceedings are necessary to determine disputed material facts, written findings of fact shall be prepared. The debarring official shall base the decision on the facts as found, together with any information and argument submitted by the respondent and any other information in the administrative record. (2) The debarring official may refer disputed material facts to another official for findings of fact. The debarring official may reject any such findings, in whole or in part, only after specifically determining them to be arbitrary and capricious or clearly erroneous.

(3) The debarring official's decision shall be made after the conclusion of the proceedings with respect to disputed facts.

(c) (1) *Standard of proof.* In any debarment action, the cause for debarment must be established by a preponderance of the evidence. Where the proposed debarment is based upon a conviction or civil judgment, the standard shall be deemed to have been met.

(2) *Burden of proof.* The burden of proof is on the agency proposing debarment.

(d) *Notice of debarring official's decision.* (1) If the debarring official decides to impose debarment, the respondent shall be given prompt notice:

(i) Referring to the notice of proposed debarment;

(ii) Specifying the reasons for debarment;

(iii) Stating the period of debarment, including effective dates; and

(iv) Advising that the debarment is effective for covered transactions throughout the executive branch of the Federal Government unless an agency head or an authorized designee makes the determination referred to in § 32.215.

(2) If the debarring official decides not to impose debarment, the respondent shall be given prompt notice of that decision. A decision not to impose debarment shall be without prejudice to a subsequent imposition of debarment by any other agency.

§ 32.315 Settlement and voluntary exclusion.

(a) When in the best interest of the Government, EPA may, at any time, settle a debarment or suspension action.

(b) If a participant and the agency agree to a voluntary exclusion of the participant, such voluntary exclusion shall be entered on the Nonprocurement List (see Subpart E).

(1) The debarring and suspending official is the official authorized to settle debarment or suspension actions.

§ 32.320 Period of debarment.

(a) Debarment shall be for a period commensurate with the seriousness of the cause(s). Generally, a debarment should not exceed three years. Where circumstances warrant, a longer period of debarment may be imposed. If a suspension precedes a debarment, the suspension period shall be considered in determining the debarment period.

(b) The debarring official may extend an existing debarment for an additional period, if that official determines that an extension is necessary to protect the public interest. However, a debarment may not be extended solely on the basis of the facts and circumstances upon which the initial debarment action was based. If debarment for an additional period is determined to be necessary, the procedures of §§ 32.311 through 32.314 shall be followed to extend the debarment.

(c) The respondent may request the debarring official to reverse the debarment decision or to reduce the period or scope of debarment. Such a

request shall be in writing and supported by documentation. The debarring official may grant such a request for reasons including, but not limited to:

(1) Newly discovered material evidence;

(2) Reversal of the conviction or civil judgment upon which the debarment was based;

(3) Bona fide change in ownership or management;

(4) Elimination of other causes for which the debarment was imposed; or

(5) Other reasons the debarring official deems appropriate.

§ 32.325 Scope of debarment.

(a) *Scope in general.* (1) Debarment of a person under these regulations constitutes debarment of all its divisions and other organizational elements from all covered transactions, unless the debarment decision is limited by its terms to one or more specifically identified individuals, divisions or other organizational elements or to specific types of transactions.

(2) The debarment action may include any affiliate of the participant that is specifically named and given notice of the proposed debarment and an opportunity to respond (see §§ 32.311 through 32.314).

(b) *Imputing conduct.* For purposes of determining the scope of debarment, conduct may be imputed as follows:

(1) *Conduct imputed to participant.*

The fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee, or other individual associated with a participant may be imputed to the participant when the conduct occurred in connection with the individual's performance of duties for or on behalf of the participant or with the participant's knowledge, approval, or acquiescence. The participant's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.

(2) *Conduct imputed to individuals associated with participant.* The fraudulent, criminal, or other seriously improper conduct of a participant may be imputed to any officer, director, shareholder, partner, employee, or other individual associated with the participant who participated in, knew of, or had reason to know of the participant's conduct.

(3) *Conduct of one participant imputed to other participants in a joint venture.* The fraudulent, criminal, or other seriously improper conduct of one participant in a joint venture, grant pursuant to a joint application, or similar arrangement may be imputed to

other participants if the conduct occurred for or on behalf of the joint venture, grant pursuant to a joint application, or similar arrangement may be imputed to other participants if the conduct occurred for or on behalf of the joint venture, grant pursuant to a joint application, or similar arrangement or with the knowledge, approval, or acquiescence of these participants. Acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.

§ 32.330 Reconsideration.

Any party to the action may petition the debarring official to reconsider a debarment determination for alleged errors of fact or law. The petition for reconsideration must be in writing and filed within 10 calendar days from the date of the party's receipt of the determination.

§ 32.335 Appeal.

(a) The debarment determination under § 32.314 shall be final. However, any party to the action may request the Director, Office of Administration (OA Director), to review the findings of the debarring official by filing a request with the OA Director within 30 calendar days of the party's receipt of the debarment determination, or its reconsideration. The request must be in writing and set forth the specific reasons why relief should be granted.

(b) A review under this section shall be at the discretion of the OA Director. If a review is granted, the debarring official may stay the effective date of a debarment order pending resolution of the appeal. If a debarment is stayed, the stay shall be automatically lifted if the OA Director affirms the debarment.

(c) The review shall be based solely upon the record. The OA Director may set aside a determination only if it is found to be arbitrary, capricious, and abuse of discretion, or based upon a clear error of law.

(d) The OA Director's subsequent determination shall be in writing and mailed to all parties.

(e) A determination under § 32.314 or a review under this section shall not be subject to a dispute or a bid protest under Parts 30, 31 or 33 of this subchapter.

Subpart D—Suspension**§ 32.400 General.**

(a) The suspending official may suspend a person for any of the causes in § 32.405 using procedures established in §§ 32.410 through 32.413.

(b) Suspension is a serious action to be imposed only when:

(1) There exists adequate evidence of one or more of the causes set out in § 32.405, and

(2) Immediate action is necessary to protect the public interest.

(c) In assessing the adequacy of the evidence, the agency should consider how much information is available, how credible it is given the circumstances, whether or not important allegations are corroborated, and what inferences can reasonably be drawn as a result. This assessment should include an examination of basic documents such as grants, cooperative agreements, loan authorizations, and contracts.

§ 32.405 Causes for suspension.

(a) Suspension may be imposed in accordance with the provisions of §§ 32.400 through 32.413 upon adequate evidence:

(1) To suspect the commission of an offense listed in § 32.305(a); or

(2) That a cause for debarment under § 32.305 may exist.

(b) Indictment shall constitute adequate evidence for purposes of suspension actions.

§ 32.410 Procedures.**(a) Investigation and referral.**

Information concerning the existence of a cause for suspension from any source shall be promptly reported, investigated, and referred, when appropriate, to the suspending official for consideration. After consideration, the suspending official may issue a notice of suspension.

(b) *Decisionmaking process.* EPA shall process suspension actions as informally as practicable, consistent with principles of fundamental fairness, using the procedures in § 32.411 through § 32.413.

§ 32.411 Notice of suspension.

When a respondent is suspended, notice shall immediately be given:

(a) That suspension has been imposed;

(b) That the suspension is based on an indictment, conviction, or other adequate evidence that the respondent has committed irregularities seriously reflecting on the propriety of further Federal Government dealings with the respondent;

(c) Describing any such irregularities in terms sufficient to put the respondent on notice without disclosing the Federal Government's evidence;

(d) Of the cause(s) relied upon under § 32.405 for imposing suspension;

(e) That the suspension is for a temporary period pending the completion of an investigation or ensuing legal, debarment, or Program Fraud Civil Remedies Act proceedings;

(f) Of the provisions of § 32.411 through § 32.413 and any other EPA procedures, if applicable, governing suspension decisionmaking; and

(g) Of the effect of the suspension.

§ 32.412 Opportunity to contest suspension.

(a) *Submission in opposition.* Within 30 days after receipt of the notice of suspension, the respondent may submit, in person, in writing, or through a representative, information and argument in opposition to the suspension.

(1) If the respondent desires a hearing, it shall submit a written request to the suspending official within the 30-day period following receipt of the notice of suspension.

(b) *Additional proceedings as to disputed material facts.* (1) If the suspending official finds that the respondent's submission in opposition raises a genuine dispute over facts material to the suspension, respondent(s) shall be afforded an opportunity to appear with a representative, submit documentary evidence, present witnesses, and confront any witness the agency presents, unless:

(i) The action is based on an indictment, conviction or civil judgment, or

(ii) A determination is made, on the basis of Department of Justice advice, that the substantial interests of the Federal Government in pending or contemplated legal proceedings based on the same facts as the suspension would be prejudiced.

(2) A transcribed record of any additional proceedings shall be prepared and made available at cost to the respondent, upon request, unless the respondent and the agency, by mutual agreement, waive the requirement for a transcript.

§ 32.413 Suspending official's decision.

The suspending official may modify or terminate the suspension (for example, see § 32.320(c) for reasons for reducing the period or scope of debarment) or may leave it in force.

However, a decision to modify or terminate the suspension shall be without prejudice to the subsequent imposition of suspension by any other agency or debarment by any agency. The decision shall be rendered in accordance with the following provisions:

(a) *No additional proceedings necessary.* In actions based on an indictment, conviction, or civil judgment in which there is no genuine dispute over material facts; or in which additional proceedings to determine disputed material facts have been denied on the basis of Department of Justice advice, the suspending official shall make a decision on the basis of all the information in the administrative record, including any submission made by the respondent. The decision shall be made within 45 days after receipt of any information and argument submitted by the respondent, unless the suspending official extends this period for good cause.

(b) *Additional proceedings necessary.*

(1) In actions in which additional proceedings are necessary to determine disputed material facts, written findings of fact shall be prepared. The suspending official shall base the decision on the facts as found, together with any information and argument submitted by the respondent and any other information in the administrative record.

(2) The suspending official may refer matters involving disputed material facts to another official for findings of fact. The suspending official may reject any such findings, in whole or in part, only after specifically determining them to be arbitrary or capricious or clearly erroneous.

(c) *Notice of suspending official's decision.* Prompt written notice of the suspending official's decision shall be sent to the respondent.

§ 32.416 Period of suspension.

(a) Suspension shall be for a temporary period pending the completion of an investigation or ensuing legal, debarment, or Program Fraud Civil Remedies Act proceedings, unless terminated sooner by the suspending official or as provided in paragraph (b) of this section.

(b) If legal or administrative proceedings are not initiated within 12 months after the date of the suspension notice, the suspension shall be terminated unless an Assistant Attorney General or United States Attorney requests its extension in writing, in which case it may be extended for an additional six months. In no event may a

suspension extend beyond 18 months, unless such proceedings have been initiated within that period.

(c) The suspending official shall notify the Department of Justice of an impending termination of a suspension, at least 30 days before the 12-month period expires, to give that Department an opportunity to request an extension.

§ 32.420 Scope of suspension.

The scope of a suspension is the same as the scope of a debarment (see § 32.325), except that the procedures of §§ 32.410 through 32.413 shall be used in imposing a suspension.

§ 32.425 Reconsideration.

Any party to the action may petition the suspending official to reconsider a suspension determination for alleged errors of fact or law. The petition for reconsideration must be in writing and filed within 10 calendar days from the date of the party's receipt of the suspension determination.

§ 32.430 Appeal.

(a) The suspension determination under § 32.413 shall be final. However, any party to the action may request the Director, Office of Administration (OA Director), to review the findings of the suspending official by filing a request with the OA Director within 30 calendar days of the party's receipt of the suspension determination, or its reconsideration. The request must be in writing and set forth the specific reasons why relief should be granted.

(b) A review under this section shall be at the discretion of the OA Director. If a review is granted, the suspending official may stay the effective date of a suspension order pending resolution of appeal. If a suspension is stayed, the stay shall be automatically lifted if the OA Director affirms the suspension.

(c) The review shall be based solely upon the record. The OA Director may set aside a determination only if it is found to be arbitrary, capricious, an abuse of discretion, or based upon a clear error of law.

(d) The OA Director's subsequent determination shall be in writing and mailed to all parties.

(e) A determination under § 32.413 or a review under this section shall not be subject to a dispute or a bid protest under Parts 30, 31, or 33 of this subchapter.

Subpart E—Responsibilities of GSA, Agency and Participants

§ 32.500 GSA responsibilities.

(a) In accordance with the OMB guidelines, GSA shall compile, maintain, and distribute a list of all persons who have been debarred, suspended, or voluntarily excluded by agencies under Executive Order 12549 and these regulations, and those who have been determined to be ineligible.

(b) At a minimum, this list shall indicate:

- (1) The names and addresses of all debarred, suspended, ineligible, and voluntarily excluded persons, in alphabetical order, with cross-references when more than one name is involved in a single action;
- (2) The type of action;
- (3) The cause for the action;
- (4) The scope of the action;
- (5) Any termination date for each listing; and
- (6) The agency and name and telephone number of the agency point of contact for the action.

§ 32.505 EPA responsibilities.

(a) The agency shall provide GSA with current information concerning debarments, suspension, determinations of ineligibility, and voluntary exclusions it has taken. Until February 18, 1989, the agency shall also provide GSA and OMB with information concerning all transactions in which EPA has granted exceptions under § 32.215 permitting participation by debarred, suspended, or voluntarily excluded persons.

(b) Unless an alternative schedule is agreed to by GSA, the agency shall advise GSA of the information set forth in § 32.500(b) and of the exceptions granted under § 32.215 within five working days after taking such actions.

(c) The agency shall direct inquiries concerning listed persons to the agency that took the action.

(d) Agency officials shall check the Nonprocurement List before entering covered transactions to determine whether a participant in a primary transaction is debarred, suspended, ineligible, or voluntarily excluded (Tel. #).

(e) Agency officials shall check the Nonprocurement List before approving principals or lower tier participants where agency approval of the principal

or lower tier participant is required under the terms of the transaction, to determine whether such principals or participants are debarred, suspended, ineligible, or voluntarily excluded.

§ 32.510 Participants' responsibilities.

(a) *Certification by participants in primary covered transactions.* Each participant shall submit the certification in Appendix A to this Part for it and its principals at the time the participant submits its proposal in connection with a primary covered transaction, except that States need only complete such certification as to their principals. Participants may decide the method and frequency by which they determine the eligibility of their principals. In addition, each participant may, but is not required to, check the Nonprocurement List for its principals (Tel. #). Adverse information on the certification will not necessarily result in denial of participation. However, the certification, and any additional information pertaining to the certification submitted by the participant, shall be considered in the administration of covered transactions.

(b) *Certification by participants in lower tier covered transactions.* (1) Each participant shall require participants in lower tier covered transactions to include the certification in Appendix B to this Part for it and its principals in any proposal submitted in connection with such lower tier covered transactions.

(2) A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction by any Federal agency, unless it knows that the certification is erroneous. Participants may decide the method and frequency by which they determine the eligibility of their principals. In addition, a participant may, but is not required to, check the Nonprocurement List for its principals and for participants (Tel. #).

(c) *Changed circumstances regarding certification.* A participant shall provide immediate written notice to EPA if at any time the participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Participants in lower tier covered transactions shall provide the same updated notice to the participant to which it submitted its proposals.

Appendix A—Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Tel. #).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal 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/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Tel. #).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(3) The prospective lower-tier participant also certifies that it and its principals:

(a) Have not within a three-year period preceding this proposal 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(b) 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 (3)(a) of this certification; and

(c) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default. Where the prospective lower-tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

U.S. ENVIRONMENTAL PROTECTION AGENCY MBE/WBE UTILIZATION UNDER FEDERAL GRANTS, COOPERATIVE AGREEMENTS, AND INTERAGENCY AGREEMENTS

PART 1. (Reports are required even if no procurements are made during the reporting period.)

1A. FEDERAL FISCAL YEAR 200_____	1B. REPORTING QUARTER (Check appropriate box) <input type="checkbox"/> 1 st (Oct-Dec) <input type="checkbox"/> 2 nd (Jan-Mar) <input type="checkbox"/> 3 rd (Apr-Jun) <input type="checkbox"/> 4 th (Jul-Sep) <input type="checkbox"/> Annual																																						
1C. REVISION Year: _____ Quarter: _____	HIGHLIGHT ITEMS TO BE REVISED AND PROVIDE EXPLANATION IN BLOCK No. 6																																						
2A. FEDERAL FINANCIAL ASSISTANCE AGENCY (EPA Office Address - ATTN: DBE Coordinator)		3A. REPORTING RECIPIENT (Name and Address)																																					
2B. REPORTING CONTACT (EPA DBE Coordinator)	2C. PHONE:	3B. REPORTING CONTACT (Recipient)	3C. PHONE:																																				
4A. FINANCIAL ASSISTANCE AGREEMENT ID NUMBER (SRF State Recipients, Refer to Instructions for Completion of 4A, 5A, and 5C)		4B. FEDERAL FINANCIAL ASSISTANCE PROGRAM																																					
5A. TOTAL ASSISTANCE AGREEMENT AMOUNT EPA Share: \$ _____ Recipient Share: \$ _____	5B. Check and skip to Block No. 7 if no procurements and accomplishments were made this reporting period. <input type="checkbox"/>	5C. TOTAL PROCUREMENT AMOUNT THIS REPORTING PERIOD (ONLY include the amount not in any prior reporting period and procurements made by SRF Loan Recipients and Sub-Recipients) \$ _____ (Exclude procurement amounts reported by Prime Contractors)																																					
5D. ACTUAL MBE/WBE PROCUREMENT ACCOMPLISHED THIS REPORTING PERIOD BY RECIPIENT (SRF State Recipients, Report State Procurement Activities Here) <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 15%; text-align: center;">\$ MBE</th> <th style="width: 15%; text-align: center;">\$ WBE</th> </tr> </thead> <tbody> <tr><td>Construction</td><td>_____</td><td>_____</td></tr> <tr><td>Equipment</td><td>_____</td><td>_____</td></tr> <tr><td>Services</td><td>_____</td><td>_____</td></tr> <tr><td>Supplies</td><td>_____</td><td>_____</td></tr> <tr><td>TOTAL</td><td>_____</td><td>_____</td></tr> </tbody> </table>			\$ MBE	\$ WBE	Construction	_____	_____	Equipment	_____	_____	Services	_____	_____	Supplies	_____	_____	TOTAL	_____	_____	5E. ACTUAL MBE/WBE PROCUREMENT ACCOMPLISHED THIS REPORTING PERIOD BY LOAN RECIPIENTS, SUB-RECIPIENTS, AND PRIME CONTRACTORS <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 15%; text-align: center;">\$ MBE</th> <th style="width: 15%; text-align: center;">\$ WBE</th> </tr> </thead> <tbody> <tr><td>Construction</td><td>_____</td><td>_____</td></tr> <tr><td>Equipment</td><td>_____</td><td>_____</td></tr> <tr><td>Services</td><td>_____</td><td>_____</td></tr> <tr><td>Supplies</td><td>_____</td><td>_____</td></tr> <tr><td>TOTAL</td><td>_____</td><td>_____</td></tr> </tbody> </table>			\$ MBE	\$ WBE	Construction	_____	_____	Equipment	_____	_____	Services	_____	_____	Supplies	_____	_____	TOTAL	_____	_____
	\$ MBE	\$ WBE																																					
Construction	_____	_____																																					
Equipment	_____	_____																																					
Services	_____	_____																																					
Supplies	_____	_____																																					
TOTAL	_____	_____																																					
	\$ MBE	\$ WBE																																					
Construction	_____	_____																																					
Equipment	_____	_____																																					
Services	_____	_____																																					
Supplies	_____	_____																																					
TOTAL	_____	_____																																					
6. COMMENTS: <div style="border: 1px solid black; height: 40px; width: 100%;"></div>																																							
7. NAME OF AUTHORIZED REPRESENTATIVE		TITLE																																					
8. SIGNATURE OF AUTHORIZED REPRESENTATIVE		DATE																																					

MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD
EPA Financial Assistance Agreement Number: _____

1. Procurement Made By		2. Business Enterprise		3. \$ Value of Procurement	4. Date of Award MM/DD/YY	5. Type of Product or Services ^A (Enter Code)	6. Name/Address/Phone Number of MBE/WBE Contractor or Vendor
Recipient	Other	Minority	Women				

^AType of product or service codes:

1 = Construction

2 = Supplies

3 = Services

4 = Equipment

- A = Business Services
- B = Professional Services
- C = Repair Services
- D = Personal Services

INSTRUCTIONS

MBE/WBE UTILIZATION UNDER FEDERAL ASSISTANCE AGREEMENTS AND INTERAGENCY AGREEMENTS EPA FORM 5700-52A

A. General Instructions:

MBE/WBE utilization is based on Executive Orders 11625, 12138, 12432, P.L. 102-389 and EPA Regulations Part 30 and 31. EPA Form 5700-52A must be completed by recipients of Federal grants, cooperative agreements, or other Federal financial assistance which involve procurement of supplies, equipment, construction or services to accomplish Federal assistance programs.

Recipients are required to report to EPA within one month following the end of each Federal fiscal year quarter or annually as in the agreement.

B. Definitions:

Procurement is the acquisition through order, purchase, lease or barter of supplies, equipment, construction or services needed to accomplish Federal assistance programs.

A *contract* is a written agreement between an EPA recipient and another party (other than another public agency) and any lower tier agreement for equipment, services, supplies, or construction necessary to complete the project. Includes personal and professional services, agreements with consultants, and purchase orders.

A *minority business enterprise* (MBE) is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners.

U.S. citizenship is required. Recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under section 5 of Executive order 11625. The reporting contact at EPA can provide additional information.

A *woman business enterprise* (WBE) is a business concern that is, (1) at least 51 percent owned by one or more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one

or more women and (2) whose daily business operations are managed and directed by one or more of the women owners.

Business firms which are 51 percent owned by minorities or women, but are in fact managed and operated by non-minority individuals do not qualify for meeting MBE/WBE procurement goals.

The following affirmative steps for utilizing MBEs and WBEs are required to be documented:

1. Inclusion of MBEs/WBEs on solicitation lists.
2. Assure MBEs/WBEs are solicited once they are identified.
3. Where feasible, divide total requirements into smaller tasks to permit maximum MBE/WBE participation.
4. Where feasible, establish delivery schedules which will encourage MBE/WBE participation.
5. Encourage use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBDA) and the U.S. Small Business Administration to identify MBEs/WBEs.
6. Require that each party to a subgrant, subagreement, or contract award take the affirmative steps outlined here.

C. Instructions for Part I:

- 1a. Complete Federal fiscal year.
- 1b. Check applicable reporting box quarterly or annually. **(Federal fiscal year runs from October 1 through September 30.)**
- 1c. Indicate if this is a change to previous year or quarter. **(Highlight items to be revised and provide explanation in Block No.6-Comments.)**
- 2a-c. **"Will be provided by EPA."**

3a-c. Identify the agency, state authority, university or other organization which is the recipient of the Federal financial assistance and the person to contact concerning this report.

4a. Assistance Agreements or Interagency Agreement number assigned by EPA. A separate form must be used for each Assistance Agreement or Interagency Agreement.

***For SRF recipients:** In box 4a list numbers for ALL open Assistance Agreements. SRF recipients will report activity for all Agreements on one form.

4b. Refer back to Assistance Agreement document for this information.

5a. Total amount of Assistance Agreement which includes Federal funds plus recipient matching funds and funds from other sources.

***For SRF recipients only:** SRF recipients will not enter an amount in 5a. Please leave 5a blank.

5b. Self-explanatory.

5c. Total contracts/procurements awarded this quarter. For example: Actual dollars for procurement from the procuring office; actual contracts let from the contracts office; actual goods, services, supplies, etc., from other sources including the central purchasing/ procurement centers).

***For SRF recipients only:** In 5c please enter the total procurement amount for the quarter under all of your SRF Assistance Agreements. The figure reported in this section is **not** directly tied to an individual Assistance Agreement identification number.

5d. Dollar amount of all MBE/WBE procurement amounts awarded under this reporting period by the recipient. **(These amounts include the Federal, State and local shares in the procurement awards). (SRF state recipient report state procurements in this section.)**

5e. Dollar amount of all MBE/WBE procurement amounts awarded under this reporting period by the loan recipients, sub-recipients, and prime contractors.

6. Additional comments or explanations. Please refer to specific item number(s) if appropriate.

7. Name and title of official administrator or designated reporting official.

8. Signature and month, day year report submitted.

D. Instructions for Part II:

For each MBE/WBE procurement made under this assistance agreement during the reporting period, provide the following information:

1. Check whether this is a *first tier* procurement made directly by Federal financial assistance recipient or other *second tier* procurement made by recipient's subgrantee or prime contractor. **Include all qualifying second tier purchases executed this quarter regardless of when the first tier procurement occurred.**

2. Check MBE or WBE.

3. Dollar value of procurement.

4. Date of award, shown as month, day, year. Date of award is defined as the date the contract or procurement was awarded, **not** the date the contractor received payment under the awarded contract or procurement, unless payment occurred on the date of award.

5. Using codes at the bottom of the form, identify type of product or service acquired through this procurement (eg., enter 1 if construction, 2 if supplies, etc).

6. Name, address, and telephone number of MBE/WBE firm.

This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Part 30 and 31); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.

The public reporting and recording burden for this collection of information is estimated to average 1 hour per response annually. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclosure or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, OPPE Regulatory Information Division, U.S. Environmental Protection Agency (2136), 401 M St., S.W., Washington, D.C. 20460. Include the OMB Control number in any correspondence. Do not send the completed form to this address.

ANTI-LOBBYING ACT OF 1990

IMPORTANT NOTE

The attached Anti-Lobbying Certification must be completed and returned if you are requesting \$100,000 or more in federal funds.

(Please note: This page does not need to be returned if completing the Anti-Lobbying Certification)



Applicant Name: _____

Project/Program Title: _____

ANTI-LOBBYING ACT OF 1990 APPLICANT CERTIFICATION

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies to the best of his or her knowledge and belief, that:

- (1) *No federal appropriated funds have been 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.*
- (2) *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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.*
- (3) *The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.*

Date

Signature of Authorized Representative

(R7PLMG/GRAD:12/94)

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

June Session of the May Adjourned Term. 20 03

In the County Commission of said county, on the 26th day of June 20 03
 the following, among other proceedings, were had, viz:

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

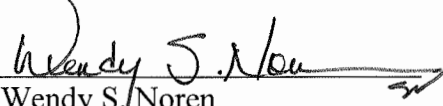
DEPARTMENT ACCOUNT AND TITLE	AMOUNT INCREASE
2100-23050: LEPC Fund – Other Supplies	\$2,000.00
2100-91301: LEPC Fund – Computer Hardware	\$2,496.00
2100-37210: LEPC Fund – Training/Schools	\$1,000.00

Said budget amendment is to cover various expenditures for the Local Emergency Planning Committee.

Done this 26th day of June, 2003.


 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

REQUEST FOR BUDGET AMENDMENT

BOONE COUNTY, MISSOURI

1st 06/12
2nd 06/26
RECEIVED
JUN 09 2003

6-9-2003

EFFECTIVE DATE

FOR AUDITORS USE
312-2003

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
2	1	0	0	2	3	0	5	0	LEPC Fund	Other Supplies		2000.00
2	1	0	0	9	1	3	0	1	LEPC Fund	Computer Hardare		2496.00
2	1	0	0	3	7	2	1	0	LEPC Fund	Training/Schools		1000.00

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

Cover various expenditures

Kay Murray

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

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

[Signature]

Auditor's Office

[Signature]

PRESIDING COMMISSIONER

ABSENT

DISTRICT I COMMISSIONER

[Signature]

DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

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



ORDERED BY
 Boone County Fire Protection District
 2201 I-70 Drive Northwest
 Columbia, Missouri 65202
 573-447-5000

MAY 28 2003

2003-57-B
 Purchase Order Number

To:
 Commerce Bank
 Visa Corporate Card
 P.O. Box 846451
 Kansas City, MO 64184-6451

Ship To:
 Boone County FPD (2003)
 2201 I-70 Dr. NW
 Columbia, MO 65202
 USA

Date Issued 5/28/03	Good Thru 5/27/03	Account No.
Terms Net 30 Days	Point of Contact	Ship Via Courier

Item	Description	Quantity	Unit Cost	Extension
	CV265B Blue with CoolPacks	10.00	125.00	1,250.00
	CP65SPS Additional CoolPacks	6.00	100.00	600.00
	Shipping	1.00	40.05	40.05
			TOTAL	\$1,890.05

Authorized Signature

**Fund 210: Local Emergency Planning Committee
 Solvency Analysis
 Prepared by Auditor's Office
 6-9-2003**

Fund Balance (Unreserved) 1-1-2003 19,708.24

Plus: Actual Revenues 2003
 Revenues from State of Missouri 2,141.02
 Interest (through March) 101.18
 2,242.20

Less: Budgeted Expenditures 2003

	Current Budget	Budget Revision/ Amendment	Total	Actual YTD Expenditures & Encumbrances	Remaining Budget	
Class 1	0.00	0.00	0.00	0.00	0.00	
Class 2	4,200.00	2,000.00	6,200.00	3,829.44	2,370.56	
Class 3	4,200.00	1,000.00	5,200.00	546.37	4,653.63	
Class 4	0.00	0.00	0.00	0.00	0.00	
Class 5	0.00	0.00	0.00	0.00	0.00	
Class 6	0.00	0.00	0.00	0.00	0.00	
Class 7	500.00	0.00	500.00	0.00	500.00	
Class 8	300.00	0.00	300.00	0.00	300.00	
Class 9	0.00	2,496.00	2,496.00	0.00	2,496.00	
	<u>9,200.00</u>	<u>5,496.00</u>		<u>(14,696.00)</u>	<u>4,375.81</u>	<u>10,320.19</u>

Anticipated Fund Balance (Unreserved) 12-31-2003 7,254.44

Plus: Budgeted Revenues 2004 6,330.00

Less: Budgeted Expenditures 2004

Class 1	0.00
Class 2	1,200.00
Class 3	4,200.00
Class 4	0.00
Class 5	0.00
Class 6	0.00
Class 7	500.00
Class 8	300.00
Class 9	0.00
	<u>(6,200.00)</u>

Anticipated Fund Balance 12-31-2004 7,384.44

6/11/2003

FY 2003
Budget Amendments/Revisions
Local Emergency Planning Committee (2100)

<u>Index #</u>	<u>Date Recd</u>	<u>Account</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>	<u>Comments</u>
1	3/7/2003	23050	Other Supplies	3,000		Cover triage equipment	
2	6/9/2003	23050	Other Supplies	2,000		Cover various expenditures	
		91301	Computer Hardware	2,496			
		37210	Training/Schools	1,000			

6/9/2003

2003 CLASS 9

Dept-Account	Description	Original Budget Amount	Budget Revision Date	Budget Revision Amount	Revised Budget	Encumbrance Date	Encumbrance Amount	Payment Date	Payment Amount	Unused Budget
LEPC										
2100-91301	Budget Amendment		6-9-2003	2,496	2,496					2,496
2100-91301	computer hardware									0
	Total	<u>0</u>		<u>2,496</u>	<u>2,496</u>		<u>0</u>		<u>0</u>	<u>2,496</u>
	Total LEPC	<u>0</u>		<u>2,496</u>	<u>2,496</u>		<u>0</u>		<u>0</u>	<u>2,496</u>

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

June Session of the May Adjourned

Term. 2003

In the County Commission of said county, on the

26th day of June 20 03

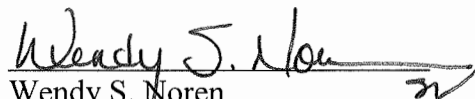
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby authorize a closed session on Wednesday, July 2, 2003 at 1:00 p.m. in Room 243 of the Roger B. Wilson Boone County Government Center as authorized by Section 610.021 (3) RSMo to discuss hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information is discussed or recorded.

Done this 26th day of June, 2003.


 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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

June Session of the May Adjourned

Term. 20 03

In the County Commission of said county, on the

26th day of June 20 03

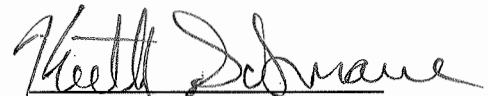
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve employee health insurance premiums using the following criteria:

- Generating \$150,000 over 12 pay periods,
- Basing premium proportionally based on hourly rate,
- Charging full premium on part-time employees, and
- Allocating premium to vacant positions at base of range.

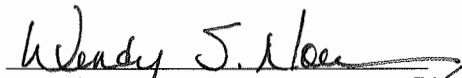
Said premiums are to follow the attached schedule through December 31, 2003.

Done this 26th day of June, 2003.



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



WENDY S. NOREN
BOONE COUNTY CLERK
801 E WALNUT RM 236
COLUMBIA, MO. 65201
573-886-4295 FAX 573-886-4300

TO: COUNTY COMMISSION

FROM: WENDY S. NOREN BOONE COUNTY CLERK

RE: HEALTH INSURANCE PREMIUMS

Attached find cost estimates for employee premiums using the following criteria:

- a. Generating \$150,000 over 12 pay periods*
- b. Basing premium proportionally based on hourly rate*
- c. Charging full premium on part-time employees*
- d. Allocating premium to vacant positions at base of range*

The original proposal would have cost employees 34.00 per pay period (with one pay period no deduction). Under this proposal:

118 employees would pay more than 34.00 per pay period and 283 employees would pay less than the 34.00 per pay period

The highest amount paid would be \$89.44 per pay period and the lowest amount paid per pay period would be \$14.76. The median amount per pay period is \$28.02

Employees making less than 18.00 per hour would see less impact on net pay under this proposal.

The total covered payroll for this year is 13,492,530.26. The \$150,000 represents 1.1117% of the covered payroll.

EMPLOYEES PAYING MORE THAN \$34.00 PER PAY PERIOD

LASTNAME	FIRST NAME	HRLY RATE	PERCENTAGE HOURLY	AMOUNT DUE	PER PAY PERIOD
BOEHM	THEODOR	\$47.37	0.715502%	\$1,073.25	\$89.44
CRANE	KEVIN	\$46.15	0.697074%	\$1,045.61	\$87.13
PATTON	JOHN	\$43.27	0.653573%	\$980.36	\$81.70
MINK	DAVID	\$42.79	0.646323%	\$969.48	\$80.79
MALLICOAT	MICHAEL	\$38.62	0.583337%	\$875.01	\$72.92
SCHNARRE	KEITH	\$36.54	0.551920%	\$827.88	\$68.99
ELKIN	FRANK	\$35.58	0.537419%	\$806.13	\$67.18
HENDREN	CONNIE	\$35.58	0.537419%	\$806.13	\$67.18
JOHNSON	BETTIE	\$35.58	0.537419%	\$806.13	\$67.18
LENSMEYER	PATRICIA	\$35.58	0.537419%	\$806.13	\$67.18
MILLER	KAREN	\$35.58	0.537419%	\$806.13	\$67.18
MURRAY	KAY	\$35.58	0.537419%	\$806.13	\$67.18
NOREN	WENDY	\$35.58	0.537419%	\$806.13	\$67.18
PITCHFORD	JUNE	\$35.58	0.537419%	\$806.13	\$67.18
SCHAUWECKE	THOMAS	\$35.58	0.537419%	\$806.13	\$67.18
SHAWVER	STANLEY	\$34.47	0.520653%	\$780.98	\$65.08
NICHOLS	DAVID	\$31.14	0.470355%	\$705.53	\$58.79
KNIGHT	DANIEL	\$30.67	0.463256%	\$694.88	\$57.91
BREWER	WARREN	\$28.09	0.424286%	\$636.43	\$53.04
RATERMANN	THOMAS	\$28.04	0.423531%	\$635.30	\$52.94
STONE	OTHA	\$27.68	0.418093%	\$627.14	\$52.26
MONTAGUE	LORI	\$27.17	0.410390%	\$615.59	\$51.30
SABATH	DAVID	\$26.55	0.401025%	\$601.54	\$50.13
BRAUN	BEVERLY	\$26.39	0.398609%	\$597.91	\$49.83
CAREY	ROBERT	\$26.35	0.398004%	\$597.01	\$49.75
MERRITT	KEVIN	\$26.25	0.396494%	\$594.74	\$49.56
DICKNEITE	BETTY	\$25.80	0.389697%	\$584.55	\$48.71
HICKS	RICHARD	\$25.32	0.382447%	\$573.67	\$47.81
BOBBITT	MELINDA	\$25.17	0.380181%	\$570.27	\$47.52
STRUS	CARLOW	\$25.04	0.378217%	\$567.33	\$47.28
BAIL	KEITH	\$24.66	0.372478%	\$558.72	\$46.56
DANIELS	DEBORAH	\$24.46	0.369457%	\$554.19	\$46.18
EDINGTON	GREG	\$24.26	0.366436%	\$549.65	\$45.80
LLOYD	KATHY	\$24.23	0.365983%	\$548.97	\$45.75
SULLIVAN	CONNIE	\$24.05	0.363264%	\$544.90	\$45.41
ANDERSON	ALLISON	\$23.89	0.360847%	\$541.27	\$45.11
WATKINS	JOHN	\$23.89	0.360847%	\$541.27	\$45.11
MOORE	MARY	\$23.64	0.357071%	\$535.61	\$44.63
CROCKETT	MERILEE	\$23.42	0.353748%	\$530.62	\$44.22
GUNN	STEPHEN	\$23.42	0.353748%	\$530.62	\$44.22

EMPLOYEES PAYING MORE THAN \$34.00 PER PAY PERIOD

LASTNAME	FIRST NAME	HRLY RATE	PERCENTAGE HOURLY	AMOUNT DUE	PER PAY PERIOD
MORASCH	MARK	\$23.26	0.351331%	\$527.00	\$43.92
HOSKINS	KEITH	\$23.15	0.349670%	\$524.50	\$43.71
HARVEY	RICKEY	\$22.93	0.346347%	\$519.52	\$43.29
PIEST	DAVID	\$22.65	0.342118%	\$513.18	\$42.76
ADKINS	BONNIE	\$22.63	0.341816%	\$512.72	\$42.73
KNIGHT	TERRY	\$22.62	0.341664%	\$512.50	\$42.71
MARSDEN	RUBY	\$22.52	0.340154%	\$510.23	\$42.52
AUER	ARTHUR	\$22.37	0.337888%	\$506.83	\$42.24
JAMES	ROSIE	\$22.27	0.336378%	\$504.57	\$42.05
SHORT	ROSS	\$22.10	0.333810%	\$500.72	\$41.73
VACANT		\$22.07	0.333357%	\$500.04	\$41.67
VACANT		\$22.07	0.333357%	\$500.04	\$41.67
NICHOLS	CHARLES	\$22.04	0.332904%	\$499.36	\$41.61
MURPHY	KATHLEEN	\$21.92	0.331091%	\$496.64	\$41.39
ROBERTS	KEN	\$21.89	0.330638%	\$495.96	\$41.33
WALTZ	TAMARA	\$21.66	0.327164%	\$490.75	\$40.90
ATWELL	JENNIFER	\$21.51	0.324898%	\$487.35	\$40.61
MULLANIX	GREGORY	\$21.43	0.323690%	\$485.54	\$40.46
PRICE	KENT	\$21.38	0.322935%	\$484.40	\$40.37
GARNETT	MELODY	\$21.35	0.322482%	\$483.72	\$40.31
STROM	JOHN	\$21.27	0.321273%	\$481.91	\$40.16
GEORGE	RAY	\$21.10	0.318706%	\$478.06	\$39.84
HAMBURG	ELMO	\$21.00	0.317195%	\$475.79	\$39.65
NICHOLS	WILLIAM	\$21.00	0.317195%	\$475.79	\$39.65
KIMBREL	DARREN	\$20.88	0.315383%	\$473.07	\$39.42
GLASCOCK	MIKE	\$20.76	0.313570%	\$470.36	\$39.20
JOHNSON	KAREN	\$20.69	0.312513%	\$468.77	\$39.06
REDDIN	THOMAS	\$20.61	0.311304%	\$466.96	\$38.91
VANDEGRIFFE	GREGORY	\$20.61	0.311304%	\$466.96	\$38.91
BOHANAN	RICHARD	\$20.60	0.311153%	\$466.73	\$38.89
DILLON-AMEL	CHASTIDY	\$20.60	0.311153%	\$466.73	\$38.89
GERMAN	GARY	\$20.59	0.311002%	\$466.50	\$38.88
JOHNSON	DANNY	\$20.59	0.311002%	\$466.50	\$38.88
ROBBINS	LANCE	\$20.57	0.310700%	\$466.05	\$38.84
AMICK	RAY	\$20.40	0.308132%	\$462.20	\$38.52
WREN	JEFFREY	\$20.26	0.306018%	\$459.03	\$38.25
SAPP	EVERETT	\$20.04	0.302695%	\$454.04	\$37.84
HAWS	WILLIAM	\$19.98	0.301789%	\$452.68	\$37.72
MARTIN	SHELLEY	\$19.85	0.299825%	\$449.74	\$37.48
MCCALED	CHRISTIE	\$19.85	0.299825%	\$449.74	\$37.48

EMPLOYEES PAYING MORE THAN \$34.00 PER PAY PERIOD

LASTNAME	FIRST NAME	HRLY RATE	PERCENTAGE HOURLY	AMOUNT DUE	PER PAY PERIOD
WILSON	LESLIE	\$19.85	0.299825%	\$449.74	\$37.48
MORRIS	BARBARA	\$19.84	0.299674%	\$449.51	\$37.46
FORWARD	DAVID	\$19.80	0.299070%	\$448.60	\$37.38
GRAVES	LONNY	\$19.80	0.299070%	\$448.60	\$37.38
JOHNSON	DEANNE	\$19.77	0.298617%	\$447.92	\$37.33
WREN	ROLAND	\$19.76	0.298466%	\$447.70	\$37.31
CASTROP	JOSEPH	\$19.62	0.296351%	\$444.53	\$37.04
KREIGH	KENNETH	\$19.61	0.296200%	\$444.30	\$37.02
ANDERSON	DALE	\$19.61	0.296200%	\$444.30	\$37.02
STUBBS	MICHAEL	\$19.61	0.296200%	\$444.30	\$37.02
ATKINS	RENE	\$19.60	0.296049%	\$444.07	\$37.01
WILSON	DAVID	\$19.60	0.296049%	\$444.07	\$37.01
BROWN	ROBERT	\$19.58	0.295747%	\$443.62	\$36.97
O'SULLIVAN	THOMAS	\$19.52	0.294840%	\$442.26	\$36.86
UNDERHILL	JULIA	\$19.48	0.294236%	\$441.35	\$36.78
WONNEMAN	FORREST	\$19.46	0.293934%	\$440.90	\$36.74
SMITH	ROBERT	\$19.29	0.291366%	\$437.05	\$36.42
ROBERTSON	MICHAEL	\$19.27	0.291064%	\$436.60	\$36.38
SHORT	ROBERT	\$19.25	0.290762%	\$436.14	\$36.35
DONOHO	MARK	\$19.20	0.290007%	\$435.01	\$36.25
MONTGOMERY	WILLIAM	\$19.10	0.288497%	\$432.74	\$36.06
DAVIDSON	JACQUELY	\$19.02	0.287288%	\$430.93	\$35.91
EHLER	HAROLD	\$19.00	0.286986%	\$430.48	\$35.87
ANDERSON	DONNA	\$18.90	0.285476%	\$428.21	\$35.68
FLOREA	WILLIAM	\$18.87	0.285022%	\$427.53	\$35.63
YONKE	THADDEUS	\$18.87	0.285022%	\$427.53	\$35.63
LAKE	SUE	\$18.86	0.284871%	\$427.31	\$35.61
MCDOW	EVERETT	\$18.80	0.283965%	\$425.95	\$35.50
KATZ	HELEN	\$18.76	0.283361%	\$425.04	\$35.42
HEAVIN	JAMES	\$18.70	0.282455%	\$423.68	\$35.31
PERRY	CAROL	\$18.66	0.281851%	\$422.78	\$35.23
WIEBERG	GARY	\$18.62	0.281246%	\$421.87	\$35.16
MOHR	KENNETH	\$18.58	0.280642%	\$420.96	\$35.08
YAEGER	RICHARD	\$18.57	0.280491%	\$420.74	\$35.06
SKJEI	MARK	\$18.30	0.276413%	\$414.62	\$34.55
COOK	MARCIA	\$18.23	0.275356%	\$413.03	\$34.42
NIEMAN	BENJAMIN	\$18.10	0.273392%	\$410.09	\$34.17
KOCH	MARK	\$18.02	0.272184%	\$408.28	\$34.02

EMPLOYEES PAYING LESS
THAN \$34.00 PER PAY PERIOD

LASTNAME	FIRST NAME	HRLY RATE	PERCENTAGE HOURLY	AMOUNT DUE	PER PAY PERIOD
BOYCE	BRYAN	\$17.96	0.271277%	\$406.92	\$33.91
BIGGERSTAFF	RAYMOND	\$17.87	0.269918%	\$404.88	\$33.74
GARRETT	LAWRENC	\$17.81	0.269012%	\$403.52	\$33.63
MORRIS	JANE	\$17.76	0.268256%	\$402.38	\$33.53
ROBISON	DALE	\$17.65	0.266595%	\$399.89	\$33.32
DUNN	CHESTER	\$17.57	0.265387%	\$398.08	\$33.17
MITCHELL	ALAN	\$17.57	0.265387%	\$398.08	\$33.17
WALKER	ROBERT	\$17.56	0.265236%	\$397.85	\$33.15
DAVIS	JEFF	\$17.55	0.265085%	\$397.63	\$33.14
DIETZEL	LARRY	\$17.40	0.262819%	\$394.23	\$32.85
BARNER	BART	\$17.25	0.260553%	\$390.83	\$32.57
COWGILL	KATHY	\$17.25	0.260553%	\$390.83	\$32.57
SKAGGS	TRACY	\$17.23	0.260251%	\$390.38	\$32.53
WEGER	AUBREY	\$17.15	0.259043%	\$388.56	\$32.38
BOONE	SONJA	\$17.12	0.258590%	\$387.88	\$32.32
MCCOLLUM	BRIAN	\$17.12	0.258590%	\$387.88	\$32.32
FREDERICK	KAREN	\$17.00	0.256777%	\$385.17	\$32.10
PERKINS	TRACY	\$16.93	0.255720%	\$383.58	\$31.96
EWING	SCOTT	\$16.91	0.255418%	\$383.13	\$31.93
FOWLER	TREVOR	\$16.91	0.255418%	\$383.13	\$31.93
MARTIN	CHAD	\$16.91	0.255418%	\$383.13	\$31.93
SULLIVAN	MARK	\$16.90	0.255267%	\$382.90	\$31.91
LUNTSFORD	CLARK	\$16.89	0.255116%	\$382.67	\$31.89
RELLER	KELLY	\$16.89	0.255116%	\$382.67	\$31.89
SHEA	ERNEST	\$16.89	0.255116%	\$382.67	\$31.89
SMITH	CHRISTOP	\$16.89	0.255116%	\$382.67	\$31.89
WINN	RICHARD	\$16.89	0.255116%	\$382.67	\$31.89
PERKINS	ANTHONY	\$16.88	0.254964%	\$382.45	\$31.87
PERKINS	MICHAEL	\$16.88	0.254964%	\$382.45	\$31.87
PERKINS	JAMES	\$16.88	0.254964%	\$382.45	\$31.87
ALEXANDER	DAVID	\$16.87	0.254813%	\$382.22	\$31.85
DODSON	DERRICK	\$16.87	0.254813%	\$382.22	\$31.85
KROHN	MICHAEL	\$16.87	0.254813%	\$382.22	\$31.85
MCGRUDER	SHAWN	\$16.87	0.254813%	\$382.22	\$31.85
PHILLIPS	JESSICA	\$16.87	0.254813%	\$382.22	\$31.85
CHYNOWETH	THOMAS	\$16.71	0.252397%	\$378.60	\$31.55
BURKS	ROBERT	\$16.69	0.252095%	\$378.14	\$31.51
MCCUNE	GORDON	\$16.61	0.250886%	\$376.33	\$31.36
BOYCE	KENNETH	\$16.53	0.249678%	\$374.52	\$31.21
MARTIN	DARRELL	\$16.52	0.249527%	\$374.29	\$31.19

EMPLOYEES PAYING LESS
THAN \$34.00 PER PAY PERIOD

LASTNAME	FIRST NAME	HRLY RATE	PERCENTAGE HOURLY	AMOUNT DUE	PER PAY PERIOD
CRANE	LINDA	\$16.44	0.248318%	\$372.48	\$31.04
SAPP	ROBERT	\$16.42	0.248016%	\$372.02	\$31.00
CANON	JAMES	\$16.27	0.245751%	\$368.63	\$30.72
KENDALL	RONALD	\$16.27	0.245751%	\$368.63	\$30.72
QUICK	LEASA	\$16.23	0.245147%	\$367.72	\$30.64
GARRETT	RANDY	\$16.16	0.244089%	\$366.13	\$30.51
WAGNER	JASON	\$16.09	0.243032%	\$364.55	\$30.38
WOHLEBER	LINDA	\$16.02	0.241975%	\$362.96	\$30.25
WILSON	CAROL	\$16.02	0.241975%	\$362.96	\$30.25
HAMPTON	ANDREA	\$15.99	0.241521%	\$362.28	\$30.19
BLYTHE	SHIRLEY	\$15.78	0.238349%	\$357.52	\$29.79
BAUER	DAVID	\$15.70	0.237141%	\$355.71	\$29.64
SAPP	DARIN	\$15.69	0.236990%	\$355.49	\$29.62
CALVIN	HAROLD	\$15.68	0.236839%	\$355.26	\$29.60
SCHWARTZ	ROBERT	\$15.66	0.236537%	\$354.81	\$29.57
CRAPENHOFT	GARY	\$15.65	0.236386%	\$354.58	\$29.55
VACANT		\$15.62	0.235933%	\$353.90	\$29.49
CRAIG	ROBERT	\$15.61	0.235782%	\$353.67	\$29.47
CLARKSTON	ALBEN	\$15.45	0.233365%	\$350.05	\$29.17
CHANDLEE	WILLARD	\$15.41	0.232761%	\$349.14	\$29.10
DEMEYER	DONALD	\$15.40	0.232610%	\$348.91	\$29.08
THOMPSON	KIMBERLY	\$15.40	0.232610%	\$348.91	\$29.08
JENNINGS	MICHAEL	\$15.36	0.232006%	\$348.01	\$29.00
BOSSALLER	HAROLD	\$15.34	0.231704%	\$347.56	\$28.96
RICHARDS	CATHY	\$15.34	0.231704%	\$347.56	\$28.96
BAER	FREDERIC	\$15.32	0.231401%	\$347.10	\$28.93
HORTON	JOE	\$15.31	0.231250%	\$346.88	\$28.91
HILL	LADONYA	\$15.23	0.230042%	\$345.06	\$28.76
LISTER	WENDY	\$15.18	0.229287%	\$343.93	\$28.66
CARLYLE	JASON	\$15.15	0.228834%	\$343.25	\$28.60
FIELD	MICHAEL	\$15.15	0.228834%	\$343.25	\$28.60
GRUENBERG	THOMAS	\$15.15	0.228834%	\$343.25	\$28.60
KEAN	ZACHARIA	\$15.15	0.228834%	\$343.25	\$28.60
LESTER	CHRISTOP	\$15.15	0.228834%	\$343.25	\$28.60
SKINNER	SCOTT	\$15.15	0.228834%	\$343.25	\$28.60
RODES	RYLAND	\$15.11	0.228229%	\$342.34	\$28.53
HOMAN	CRYSTAL	\$14.99	0.226417%	\$339.63	\$28.30
CSOLAK	JAMES	\$14.95	0.225813%	\$338.72	\$28.23
SUBLETT	SHEILA	\$14.91	0.225209%	\$337.81	\$28.15
LOESING	FRED	\$14.86	0.224453%	\$336.68	\$28.06

EMPLOYEES PAYING LESS
THAN \$34.00 PER PAY PERIOD

LASTNAME	FIRST NAME	HRLY RATE	PERCENTAGE HOURLY	AMOUNT DUE	PER PAY PERIOD
BATTERSHELL	ARDITH	\$14.84	0.224151%	\$336.23	\$28.02
BRIGDON	THOMAS	\$14.84	0.224151%	\$336.23	\$28.02
LAHMAN	JOSEPH	\$14.82	0.223849%	\$335.77	\$27.98
CRITCHFIELD	DAVID	\$14.76	0.222943%	\$334.41	\$27.87
RICKETTS	PAMELA	\$14.76	0.222943%	\$334.41	\$27.87
RIDGWAY	MARLENE	\$14.74	0.222641%	\$333.96	\$27.83
BLANK	MEGAN	\$14.73	0.222490%	\$333.73	\$27.81
FISHER	TRUDY	\$14.72	0.222339%	\$333.51	\$27.79
BODE	JONATHAN	\$14.71	0.222188%	\$333.28	\$27.77
WRIGHT	CHANTE	\$14.70	0.222037%	\$333.05	\$27.75
GIGER	RONDA	\$14.69	0.221886%	\$332.83	\$27.74
ANDERSON	CHARLES	\$14.64	0.221130%	\$331.70	\$27.64
MCFARLAND	GLADYS	\$14.64	0.221130%	\$331.70	\$27.64
TEAGUE	PETER	\$14.64	0.221130%	\$331.70	\$27.64
TEAGUE	VICTORIA	\$14.64	0.221130%	\$331.70	\$27.64
EVERTSEN	CHRISTOP	\$14.62	0.220828%	\$331.24	\$27.60
AYERS	ANGELA	\$14.61	0.220677%	\$331.02	\$27.58
EBERWEIN	ALLAN	\$14.61	0.220677%	\$331.02	\$27.58
WESELOH	SCOTT	\$14.59	0.220375%	\$330.56	\$27.55
DORMAN	JASON	\$14.58	0.220224%	\$330.34	\$27.53
GLENDENING	THERESA	\$14.58	0.220224%	\$330.34	\$27.53
LANE	BRIAN	\$14.58	0.220224%	\$330.34	\$27.53
LOUGHRIDGE	ROGER	\$14.57	0.220073%	\$330.11	\$27.51
CRAFT	NEWTON	\$14.55	0.219771%	\$329.66	\$27.47
GUTHRIE	MICHAEL	\$14.52	0.219318%	\$328.98	\$27.41
GRESHAM	GEORGE	\$14.51	0.219167%	\$328.75	\$27.40
MCGEE	ELISHA	\$14.51	0.219167%	\$328.75	\$27.40
VACANT		\$14.50	0.219016%	\$328.52	\$27.38
WERNER	LESLIE	\$14.42	0.217807%	\$326.71	\$27.23
PRAY	PAUL	\$14.32	0.216297%	\$324.45	\$27.04
CANOLE	LESLIE	\$14.16	0.213880%	\$320.82	\$26.74
ROBERTS	DAVID	\$14.15	0.213729%	\$320.59	\$26.72
NICHOLS	WILLIAM	\$14.11	0.213125%	\$319.69	\$26.64
GOODWIN	HELEN	\$14.09	0.212823%	\$319.23	\$26.60
WILLIAMSON	JORETTA	\$13.96	0.210859%	\$316.29	\$26.36
WALKER	BRANDON	\$13.88	0.209651%	\$314.48	\$26.21
MARSHALL	MARLA	\$13.86	0.209349%	\$314.02	\$26.17
SIMPSON	RACHEL	\$13.84	0.209047%	\$313.57	\$26.13
DESMANGLES	CHRIS	\$13.79	0.208291%	\$312.44	\$26.04
WHITMARSH	WILLIAM	\$13.79	0.208291%	\$312.44	\$26.04

EMPLOYEES PAYING LESS
THAN \$34.00 PER PAY PERIOD

LASTNAME	FIRST NAME	HRLY RATE	PERCENTAGE HOURLY	AMOUNT DUE	PER PAY PERIOD
FORD	KIMBERLY	\$13.78	0.208140%	\$312.21	\$26.02
GRIFFIN	BRIAN	\$13.78	0.208140%	\$312.21	\$26.02
KIPPES	RAYMOND	\$13.76	0.207838%	\$311.76	\$25.98
FRANCE	JOYCE	\$13.63	0.205875%	\$308.81	\$25.73
COTTOM	JULIE	\$13.58	0.205120%	\$307.68	\$25.64
SAPP	CHERI	\$13.56	0.204817%	\$307.23	\$25.60
CROSS	KATHERIN	\$13.50	0.203911%	\$305.87	\$25.49
DURRILL	JAMES	\$13.47	0.203458%	\$305.19	\$25.43
VACANT		\$13.47	0.203458%	\$305.19	\$25.43
VACANT		\$13.47	0.203458%	\$305.19	\$25.43
VACANT		\$13.47	0.203458%	\$305.19	\$25.43
VACANT		\$13.47	0.203458%	\$305.19	\$25.43
VACANT		\$13.47	0.203458%	\$305.19	\$25.43
VACANT		\$13.47	0.203458%	\$305.19	\$25.43
VACANT		\$13.47	0.203458%	\$305.19	\$25.43
VACANT		\$13.47	0.203458%	\$305.19	\$25.43
VACANT		\$13.47	0.203458%	\$305.19	\$25.43
VACANT		\$13.47	0.203458%	\$305.19	\$25.43
VACANT		\$13.47	0.203458%	\$305.19	\$25.43
FUGIT	DARIN	\$13.46	0.203307%	\$304.96	\$25.41
PICKER	KEITH	\$13.46	0.203307%	\$304.96	\$25.41
ELLIS	GLENDA	\$13.38	0.202099%	\$303.15	\$25.26
WELLS	SUSAN	\$13.35	0.201645%	\$302.47	\$25.21
JOHNSON	APRIL	\$13.28	0.200588%	\$300.88	\$25.07
BEUER	CRYSTAL	\$13.26	0.200286%	\$300.43	\$25.04
MILLER	ILA	\$13.25	0.200135%	\$300.20	\$25.02
HUBBARD	CAM	\$13.22	0.199682%	\$299.52	\$24.96
PROVORSE	DAVID	\$13.22	0.199682%	\$299.52	\$24.96
GLASGOW	LOUTISHA	\$13.20	0.199380%	\$299.07	\$24.92
MEIGHAN	NATALIE	\$13.20	0.199380%	\$299.07	\$24.92
ERICKSON	JAMES	\$13.19	0.199229%	\$298.84	\$24.90
LEWIS	MONIQUE	\$13.19	0.199229%	\$298.84	\$24.90
EVANS	PAULA	\$13.18	0.199078%	\$298.62	\$24.88
PROSSER	ADAM	\$13.15	0.198625%	\$297.94	\$24.83
VELTROP	MELISSA	\$13.15	0.198625%	\$297.94	\$24.83
VACANT		\$13.14	0.198474%	\$297.71	\$24.81
VACANT		\$13.14	0.198474%	\$297.71	\$24.81
VACANT		\$13.14	0.198474%	\$297.71	\$24.81
VACANT		\$13.14	0.198474%	\$297.71	\$24.81
FORD	DAWN	\$13.10	0.197869%	\$296.80	\$24.73
SANTA	CARLY	\$13.10	0.197869%	\$296.80	\$24.73

EMPLOYEES PAYING LESS
THAN \$34.00 PER PAY PERIOD

LASTNAME	FIRST NAME	HRLY RATE	PERCENTAGE HOURLY	AMOUNT DUE	PER PAY PERIOD
WILSON	KORTNIE	\$13.10	0.197869%	\$296.80	\$24.73
CARLYLE	RONALD	\$13.06	0.197265%	\$295.90	\$24.66
ENNENBACH	JOHN	\$13.06	0.197265%	\$295.90	\$24.66
PHILLIPS	JAYME	\$13.06	0.197265%	\$295.90	\$24.66
SLATER	ANTHONY	\$13.06	0.197265%	\$295.90	\$24.66
STARGARDTE	JULIE	\$13.06	0.197265%	\$295.90	\$24.66
VANCLEAVE	JEFFREY	\$13.06	0.197265%	\$295.90	\$24.66
WHELTON	JANE	\$13.06	0.197265%	\$295.90	\$24.66
THALL	NICOLE	\$13.02	0.196661%	\$294.99	\$24.58
WILSON	ROBERT	\$13.02	0.196661%	\$294.99	\$24.58
LINDSEY	ROY	\$12.95	0.195604%	\$293.41	\$24.45
TATTERS	SUSAN	\$12.93	0.195302%	\$292.95	\$24.41
GRANT	CYNTHIA	\$12.84	0.193942%	\$290.91	\$24.24
SARGENT	VALERIE	\$12.82	0.193640%	\$290.46	\$24.21
VACANT		\$12.82	0.193640%	\$290.46	\$24.21
VACANT		\$12.82	0.193640%	\$290.46	\$24.21
VACANT		\$12.82	0.193640%	\$290.46	\$24.21
VACANT		\$12.82	0.193640%	\$290.46	\$24.21
VACANT		\$12.82	0.193640%	\$290.46	\$24.21
LISAUSKAS	PENNIE	\$12.67	0.191374%	\$287.06	\$23.92
BALLENGER	LOUISA	\$12.62	0.190619%	\$285.93	\$23.83
PARKER	CAROL	\$12.55	0.189562%	\$284.34	\$23.70
SCHOOLEY	MARY	\$12.52	0.189109%	\$283.66	\$23.64
RICHARDS	KORRIE	\$12.49	0.188656%	\$282.98	\$23.58
MONROE	TIMOTHY	\$12.48	0.188505%	\$282.76	\$23.56
BARRETT	TAMARA	\$12.46	0.188202%	\$282.30	\$23.53
PEEBLES	ANDERSON	\$12.44	0.187900%	\$281.85	\$23.49
LANE	KRIS	\$12.34	0.186390%	\$279.58	\$23.30
LICHTENTHAL	JAMES	\$12.27	0.185333%	\$278.00	\$23.17
LANGENDOEF	STACEY	\$12.25	0.185031%	\$277.55	\$23.13
MARTIN	GLENNA	\$12.22	0.184577%	\$276.87	\$23.07
VACANT		\$12.20	0.184275%	\$276.41	\$23.03
VACANT		\$12.20	0.184275%	\$276.41	\$23.03
LAKE	RICHARD	\$12.19	0.184124%	\$276.19	\$23.02
BARR	CAROLYN	\$12.18	0.183973%	\$275.96	\$23.00
HOSTETTER	ROBERT	\$12.17	0.183822%	\$275.73	\$22.98
ZUCH	CHERYL	\$12.06	0.182161%	\$273.24	\$22.77
REDMON	TRACY	\$12.04	0.181859%	\$272.79	\$22.73
BUCHMANN	DIANE	\$12.01	0.181405%	\$272.11	\$22.68
REINKEMEYER	TAMELA	\$11.98	0.180952%	\$271.43	\$22.62

EMPLOYEES PAYING LESS
THAN \$34.00 PER PAY PERIOD

LASTNAME	FIRST NAME	HRLY RATE	PERCENTAGE HOURLY	AMOUNT DUE	PER PAY PERIOD
DIETZEL	NORA	\$11.94	0.180348%	\$270.52	\$22.54
GREEN	CAROL	\$11.94	0.180348%	\$270.52	\$22.54
TURNER	TAMARA	\$11.93	0.180197%	\$270.30	\$22.52
VACANT		\$11.90	0.179744%	\$269.62	\$22.47
VACANT		\$11.90	0.179744%	\$269.62	\$22.47
VACANT		\$11.90	0.179744%	\$269.62	\$22.47
VACANT		\$11.90	0.179744%	\$269.62	\$22.47
BAUGHMAN	GOLDIE	\$11.87	0.179291%	\$268.94	\$22.41
BOGAN	STEPHANI	\$11.84	0.178838%	\$268.26	\$22.35
WILLIAMS	DARRIN	\$11.84	0.178838%	\$268.26	\$22.35
CONZ	LINDA	\$11.83	0.178687%	\$268.03	\$22.34
SLOAN	LINDA	\$11.83	0.178687%	\$268.03	\$22.34
VICTOR	SHAWNA	\$11.83	0.178687%	\$268.03	\$22.34
COLE	CHAD	\$11.77	0.177780%	\$266.67	\$22.22
FLETCHER	SHANE	\$11.77	0.177780%	\$266.67	\$22.22
KIDD	H	\$11.77	0.177780%	\$266.67	\$22.22
SCHULTZ	JULIET	\$11.76	0.177629%	\$266.44	\$22.20
MANLOVE	DIANA	\$11.75	0.177478%	\$266.22	\$22.18
HATHMAN	MISTY	\$11.61	0.175364%	\$263.05	\$21.92
PURDY	JAMES	\$11.61	0.175364%	\$263.05	\$21.92
VACANT		\$11.61	0.175364%	\$263.05	\$21.92
VACANT		\$11.61	0.175364%	\$263.05	\$21.92
GILPIN	RHONDA	\$11.55	0.174457%	\$261.69	\$21.81
STEPHENS	MELISSA	\$11.45	0.172947%	\$259.42	\$21.62
BASHAM	JENNIFER	\$11.42	0.172494%	\$258.74	\$21.56
JACKMAN	TERESA	\$11.42	0.172494%	\$258.74	\$21.56
PERKINS	JEFFREY	\$11.41	0.172343%	\$258.51	\$21.54
LANGSTON	JOHN	\$11.40	0.172192%	\$258.29	\$21.52
HOGAN	SALLY	\$11.39	0.172041%	\$258.06	\$21.51
TOTTON	NICOLE	\$11.39	0.172041%	\$258.06	\$21.51
BENITZ	JENNIFER	\$11.34	0.171285%	\$256.93	\$21.41
SMITH	SHANNON	\$11.34	0.171285%	\$256.93	\$21.41
VACANT		\$11.33	0.171134%	\$256.70	\$21.39
STRAUTMAN	ELLEN	\$11.27	0.170228%	\$255.34	\$21.28
SUMPTER	LAURA	\$11.26	0.170077%	\$255.12	\$21.26
MENKE	CYNTHIA	\$11.21	0.169322%	\$253.98	\$21.17
BEGEMANN	MARIA	\$11.12	0.167962%	\$251.94	\$21.00
BAKER	DIANA	\$11.10	0.167660%	\$251.49	\$20.96
FREEZE	CAROLYN	\$11.06	0.167056%	\$250.58	\$20.88
VACANT		\$11.05	0.166905%	\$250.36	\$20.86

EMPLOYEES PAYING LESS
THAN \$34.00 PER PAY PERIOD

LASTNAME	FIRST NAME	HRLY RATE	PERCENTAGE HOURLY	AMOUNT DUE	PER PAY PERIOD
VACANT		\$10.78	0.162827%	\$244.24	\$20.35
GWINN	SHERRY	\$10.77	0.162676%	\$244.01	\$20.33
PUGH	JENNIFER	\$10.77	0.162676%	\$244.01	\$20.33
DEHN	SALLY	\$10.72	0.161921%	\$242.88	\$20.24
GRAGG	CAROL	\$10.72	0.161921%	\$242.88	\$20.24
COOK	BRENDA	\$10.52	0.158900%	\$238.35	\$19.86
GILPIN	VICKI	\$10.52	0.158900%	\$238.35	\$19.86
SKOUBY	WILLIAM	\$10.52	0.158900%	\$238.35	\$19.86
VACANT		\$10.52	0.158900%	\$238.35	\$19.86
VACANT		\$10.52	0.158900%	\$238.35	\$19.86
VACANT		\$10.52	0.158900%	\$238.35	\$19.86
SHERRICK	PENNY	\$10.50	0.158598%	\$237.90	\$19.82
RAY	NANCY	\$10.47	0.158144%	\$237.22	\$19.77
MONTAGUE	HEATHER	\$10.47	0.158144%	\$237.22	\$19.77
RUMBLE	CAROL	\$10.42	0.157389%	\$236.08	\$19.67
GOOLDY	FRANCES	\$10.25	0.154821%	\$232.23	\$19.35
DAMERON	PHEOBIE	\$10.25	0.154821%	\$232.23	\$19.35
BERKLEY	CAROL	\$10.21	0.154217%	\$231.33	\$19.28
PAULEY	PATRICIA	\$10.21	0.154217%	\$231.33	\$19.28
VILLARREAL	AMANDA	\$10.21	0.154217%	\$231.33	\$19.28
WESEMAN	LISA	\$10.21	0.154217%	\$231.33	\$19.28
VACANT		\$10.01	0.151196%	\$226.79	\$18.90
DORMAN	GENEVA	\$9.76	0.147420%	\$221.13	\$18.43
MURRAY	CHRISTIE	\$9.66	0.145910%	\$218.86	\$18.24
ROBBINS	LORI	\$9.66	0.145910%	\$218.86	\$18.24
KANAGO	META	\$9.64	0.145608%	\$218.41	\$18.20
WILLIAMS	EDWARD	\$9.56	0.144399%	\$216.60	\$18.05
HANSON	KIM	\$9.53	0.143946%	\$215.92	\$17.99
RIVERS	DONNA	\$9.53	0.143946%	\$215.92	\$17.99
VACANT		\$9.53	0.143946%	\$215.92	\$17.99
VACANT		\$9.53	0.143946%	\$215.92	\$17.99
WARREN	STANLEY	\$9.52	0.143795%	\$215.69	\$17.97
SLAUGHTER	DAVID	\$9.36	0.141378%	\$212.07	\$17.67
PAYNE	LISA	\$9.33	0.140925%	\$211.39	\$17.62
BEYER	PAMELA	\$9.25	0.139717%	\$209.58	\$17.46
JONES	CHARLES	\$9.05	0.136696%	\$205.04	\$17.09
CIESIELCZYK	JOSEPH	\$9.02	0.136243%	\$204.36	\$17.03
NICHOLS	SHERRE	\$9.02	0.136243%	\$204.36	\$17.03
WHITEHURSE	GLENN	\$9.02	0.136243%	\$204.36	\$17.03
CLEMMONS	RON	\$8.62	0.130201%	\$195.30	\$16.28

EMPLOYEES PAYING LESS
THAN \$34.00 PER PAY PERIOD

LASTNAME	FIRST NAME	HRLY RATE	PERCENTAGE HOURLY	AMOUNT DUE	PER PAY PERIOD
VACANT		\$8.02	0.121138%	\$181.71	\$15.14
VACANT		\$7.82	0.118117%	\$177.18	\$14.76
VACANT		\$7.82	0.118117%	\$177.18	\$14.76