

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

December Session of the October Adjourned

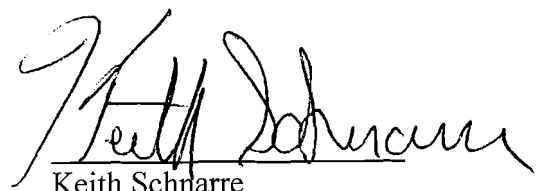
Term. 20 05

In the County Commission of said county, on the 1<sup>st</sup> day of December 20 05

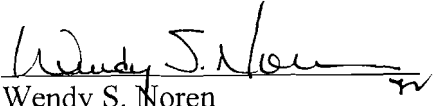
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby adopt the attached Toys for Tots Proclamation.

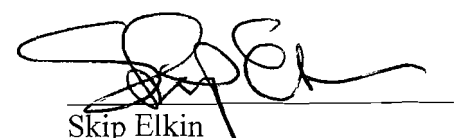
Done this 1<sup>st</sup> day of December, 2005.

  
Keith Schlarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

ABSENT  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner



## TOYS FOR TOTS MONTH PROCLAMATION

**WHEREAS**, the U.S. Marine Corps Reserve Toys for Tots Program is one of the nation's flagship Christmas charitable endeavors and the U.S. Marine Corps' premier community action program, and;

**WHEREAS**, Mizzou Marines Detachment of the Marine Corps League is the recognized Toys for Tots campaign participant for the Central Missouri area, and;

**WHEREAS**, the Marine Corps Reserve and Mizzou Marines believe that "Every Child Deserves a Little Christmas," and;

**WHEREAS**, Toys for Tots in Central Missouri makes a difference in the lives of the less fortunate children of our community;

**NOW, THEREFORE** the Boone County Commission does hereby proclaim November as **Toys for Tots Month** in Boone County and call upon all citizens, community agencies, religious organizations, and businesses to increase their participation in our efforts to make a difference in the lives of our children through Toys for Tots, thereby strengthening the communities in which we live.

Done this Tuesday, November 22, 2005.

\_\_\_\_\_  
Keith Schnarre, Presiding Commissioner

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

\_\_\_\_\_  
Skip Elkin, District II Commissioner

ATTEST:

\_\_\_\_\_  
Wendy S. Noren, County Clerk

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STATE OF MISSOURI }  
County of Boone } ea.

December Session of the October Adjourned

Term. 20 05

In the County Commission of said county, on the 1<sup>st</sup> day of December 20 05

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

Now on this day the County Commission of the County of Boone does hereby approve the Missouri Highways and Transportation Commission Blueprint for Safer Roadways Program Agreement.

Done this 1<sup>st</sup> day of December, 2005.

Keith Schnarre  
Presiding Commissioner

ATTEST:

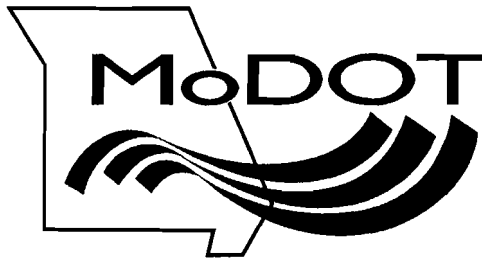
Wendy S. Noren  
Clerk of the County Commission

ABSENT

Karen M. Miller  
District I Commissioner

Skip Elkin  
District II Commissioner

Missouri  
Department  
of Transportation



Roger Schwartze, District Engineer

Scott Ewing  
470-2005

Central District  
1511 Missouri Boulevard  
P.O. Box 718  
Jefferson City, MO 65102  
(573) 751-3322  
fax (573) 522-1059  
Toll free 1-888 ASK MoDOT  
www.modot.org

886-4313  
November 21, 2005

Sheriff Dwayne Carey  
Boone County Sheriff's Department  
2121 County Drive  
Columbia, MO 65202

Dear Sheriff Dwayne Carey:

We would like to extend our appreciation for your willingness to help us reduce the number of fatalities on Central Missouri's roadways.


We have received the money to fund our region's efforts in increasing enforcement for Hazardous Moving Violations. We are ordering the PBT's and expect to have the PBT units to you by the second week in May. We have to bid the laser units, which will delay delivery to your agency until later. If your agency is receiving this equipment, we will contact you about delivering the equipment as soon as possible.

We are able to fund the labor costs for your department up to one hundred twenty (120) hours of overtime to exclusively focus on moving violation and alcohol infractions. In order to expend this money, we are required to have three documents filed at this office.

1. We need a signed agreement from your department. We have attached the agreement with this letter. You need to sign four copies of this agreement and send us the copies to be executed by the Highway Commission. We will send you one of the executed copies for your files.
2. If your agency has not already done so, you must complete a vendor form from the Office of Administration. This form is necessary for the state's financial system to issue a check to your agency.
3. To be reimbursed for your agency's labor, you need to fill in the "Voucher for Activity Form" and send it to this office at the address above. You can use the voucher more than once during this time, and we can only reimburse for the actual time spent on this activity.

We will be glad to assist you in any way that we can. Feel free to contact Matt Myers of this office to answer any questions that may arise. He is available to meet with you if necessary. You can either contact Matt toll free at 888-275-6636 or his direct number at 573-751-7692.

Sincerely,

  
Roger Schwartze, P.E.  
District Engineer

Copies: Capt. Dale Schmidt, Missouri Highway Patrol Troop F

CCO Form: HS2  
Approved: 01/05 (BDG)  
Revised: \_\_\_\_\_  
Modified: \_\_\_\_\_

Award name/number: BPC05022  
Award year: \_\_\_\_\_  
Region: Central (D5)

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
BLUEPRINT FOR SAFER ROADWAYS PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the

City of \_\_\_\_\_, a municipal corporation in the State of Missouri (hereinafter, "City");  
OR

County of Boone, (hereinafter referred to as "County"); OR

Department of \_\_\_\_\_, a department within the executive branch of the government of the State of Missouri (hereinafter, "Department"); OR

Boone County sheriff Department, a recognized vendor with the State of Missouri (hereinafter, "Vendor")

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) **PURPOSE:** The Commission has authorized State Road Funds to be used to support regional Blueprint for Roadway Safety activities. The purpose of this Agreement is to grant the use of such State Road Funds to the Vendor.

(2) **ACTIVITY:** The State Road Funds, which are the subject of this Agreement, will support the following activity to further Missouri's Blueprint for Roadway Safety: Law Enforcement in Central Region.

(3) **INDEMNIFICATION:** To the extent allowed by law, the Vendor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the Vendor on the account of personal injury, bodily injury (including death), or property damage suffered as a result of the Vendor performance under this Agreement, Vendor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees. The Vendor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Vendor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability, or payment arising out of such wrongful or negligent act or omission.

(4) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Vendor and the Commission.

(5) COMMISSION REPRESENTATIVE: This Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(6) NONDISCRIMINATION CLAUSE: The Vendor shall comply with all the provisions of Executive Order No. 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14th) day of January 1994, which executive order is incorporated herein by reference and is made a part of this Agreement. This Executive Order promulgates a Code of Fair Practices for the Executive Branch of Missouri Government and prohibits discrimination against recipients of services, and employees or applicants or employment of state contractors and subcontractors, on the grounds of race, color, religion, national origin, sex, age, disability, or veteran status. The Vendor shall also comply with all state and federal statutes applicable to the Vendor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(7) ASSIGNMENT: The Vendor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(8) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Vendor shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(9) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the Vendor with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Vendor.

(10) ACCESS TO RECORDS: The Vendor and its Contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the Vendor receives reimbursement of their final invoice from the Commission.

(11) REIMBURSEMENT: With regard to work under this Agreement, the Vendor agrees that funds to implement Blueprint activities shall only be available for reimbursement of eligible costs which have been incurred by Vendor. The Vendor shall supply to the Commission copies of all bid information; purchase orders; invoices; and

name, date, hours worked, and rate of pay (on Program Agreements that include salaries). Any costs incurred by Vendor prior to authorization and notification to proceed from the Commission are **not** reimbursable costs. The Commission shall not be responsible for any costs associated with the activity herein unless specifically identified in this Agreement or subsequent written amendments. The Commission shall not provide more than fifteen thousand dollars (\$ 15,000) for this Blueprint safety project.

(12) INSPECTION OF IMPROVEMENTS AND RECORDS: The Vendor shall assure that representatives of the Commission shall have the privilege of inspecting and reviewing the work being performed per this Agreement. The Vendor shall also maintain all financial documents, reports, papers and other evidence pertaining to costs incurred in connection with this Program Agreement, and make such materials readily available for review at reasonable times and at no charge during this Agreement period and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission or any authorized representatives of the State of Missouri; copies shall be furnished, upon request, to authorized representatives of the Commission or State.

(13) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(14) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The Vendor shall refund any overpayments as determined by the final audit.

(15) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Vendor.

(16) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Vendor this 22nd day of November, 2005.

Executed by the Commission this 1st day of December, 2005.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

**Boone County Sheriff Department**  
NAME OF AGENCY OR VENDOR

\_\_\_\_\_

By Dwayne Carey  
Dwayne Carey  
Title Sheriff

Title: District Engineer

By Keith Schnarre  
Keith Schnarre

Title Presiding Commissioner

By Skip Elkin  
Skip Elkin

Title Northern District County Commissioner

By ABSENT  
Karen Miller, Souther Dist. County Comm.

ATTEST:

By Wendy S. Lou  
Title BOONE COUNTY CLERK

Approved as to Form:

[Signature]  
Title County Councilor

\*Note: If agency is a County with a county commission form of government, 3 signatures are required.



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STATE OF MISSOURI }  
County of Boone } ea.

December Session of the October Adjourned

Term. 20 05

In the County Commission of said county, on the

1<sup>st</sup>

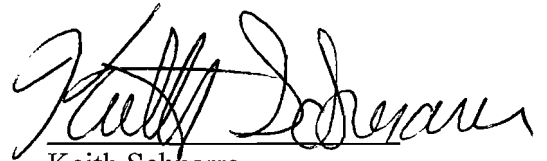
day of December

20 05

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

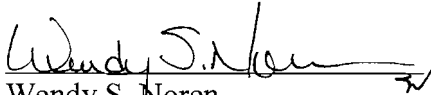
Now on this day the County Commission of the County of Boone does hereby declare the attached Payroll Schedule for 2006.

Done this 1<sup>st</sup> day of December, 2005.



Keith Schharre  
Presiding Commissioner

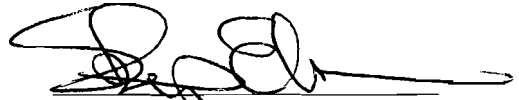
ATTEST:



Wendy S. Noren  
Clerk of the County Commission

ABSENT

Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

## County of Boone 2006 Payroll Dates

<i>Payroll Requisition Due Date</i>	<i>Payday</i>
<b>January 6, 2006</b>	<b>January 13, 2006</b>
<b>January 20, 2006</b>	<b>January 27, 2006</b>
<b>February 3, 2006</b>	<b>February 10, 2006</b>
<b>February 17, 2006</b>	<b>February 24, 2006</b>
<b>March 3, 2006</b>	<b>March 10, 2006</b>
<b>March 17, 2006</b>	<b>March 24, 2006</b>
<b>March 31, 2006</b>	<b>April 7, 2006</b>
<b>April 14, 2006</b>	<b>April 21, 2006</b>
<b>April 28, 2006</b>	<b>May 5, 2006</b>
<b>May 12, 2006</b>	<b>May 19, 2006</b>
<b>May 26, 2006</b>	<b>June 2, 2006</b>
<b>June 9, 2006</b>	<b>June 16, 2006</b>
<b>June 23, 2006</b>	<b>June 30, 2006</b>
<b>July 7, 2006</b>	<b>July 14, 2006</b>
<b>July 21, 2006</b>	<b>July 28, 2006</b>
<b>August 4, 2006</b>	<b>August 11, 2006</b>
<b>August 18, 2006</b>	<b>August 25, 2006</b>
<b>September 1, 2006</b>	<b>September 8, 2006</b>
<b>September 15, 2006</b>	<b>September 22, 2006</b>
<b>September 29, 2006</b>	<b>October 6, 2006</b>
<b>October 13, 2006</b>	<b>October 20, 2006</b>
<b>October 27, 2006</b>	<b>November 3, 2006</b>
<b>November 9, 2006 ***</b>	<b>November 17, 2006</b>
<b>November 22, 2006 ***</b>	<b>December 1, 2006</b>
<b>December 8, 2006</b>	<b>December 15, 2006</b>
<b>December 22, 2006</b>	<b>December 29, 2006</b>

**\*\*\* Represents payroll should be submitted early due to holiday.**