

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned

Term. 20 05

In the County Commission of said county, on the 13<sup>th</sup> day of September 20 05

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

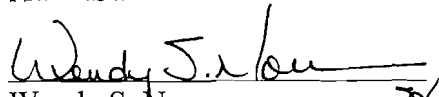
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment:

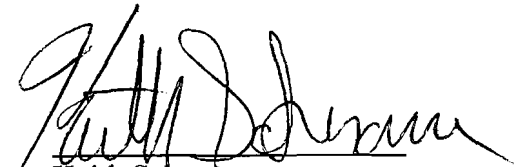
DEPARTMENT ACCOUNT AND TITLE	AMOUNT INCREASE
2540-91210: Sheriff Civil Process Fund – Leasehold Improvements	\$24,750.00

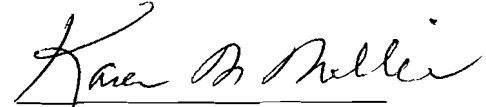
Said budget amendment is for the Sheriff's Department North Substation parking lot.


Done this 13<sup>th</sup> day of September, 2005.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Keith Schnarre  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

1st 9/1  
2nd 9/13

# REQUEST FOR BUDGET AMENDMENT

## BOONE COUNTY, MISSOURI RECEIVED

08-26-05

EFFECTIVE DATE


AUG 26 2005

FOR AUDITORS USE

BOONE COUNTY AUDITOR 361-2005

Department	Account	Department Name	Account Name	(Use whole \$ amounts)	
				Decrease	Increase
2 5 4 0	9 1 2 1 0	CIVIL PROCESS FUND	Leasehold BUILDINGS IMPROVM		22050.00
			3" layer asphalt	\$	24750

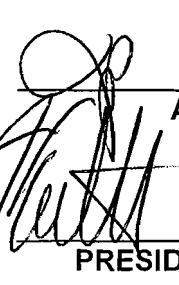
Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): NORTH SUBSTATION PARKING LOT.

  
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:

*Commission agenda*

  
Auditor's Office

  
KAREN B. DILLER  
DISTRICT I COMMISSIONER

  
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.

# Boone County Purchasing

Heather Turner, CPPB  
Buyer



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

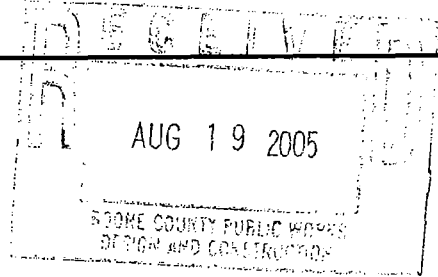
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TO: Don Abell  
Public Works

FROM: Heather Turner, CPPB  
Buyer, Purchasing

DATE: August 18, 2005

RE: BID AWARD RECOMMENDATION - BID #53-18AUG05 Sheriff's Department North  
Sub-Station Site Work



Attached is the tabulation and the one (1) bid response received for the above referenced bid. Please return this cover sheet with your recommendation after you have completed the evaluation of this bid. If you have any questions, please call 886-4392 or e-mail: [hturner@boonecountymo.org](mailto:hturner@boonecountymo.org).

The Purchasing Office recommends award to Christensen Construction Co., the only bidder. Please evaluate carefully whether Christensen Construction Co.'s response meets the specifications.

**DEPARTMENT REPLY:**

Department Number: 2540  
Account Number: 91200  
Budgeted: \$ BA - for 22050.00

Award Bid to the only bidder (Christensen Construction Co.).

Recommend rejecting the bid for reasons detailed on attached page. (Attach department recommendation).

Department Head Signature: \_\_\_\_\_

A handwritten signature in black ink, appearing to be "W.D.", written over a horizontal line.

Date: 8-26-05

**Fund 254: Sheriff Civil Charges Fund**  
**Solvency Analysis**  
**Prepared by Auditor's Office**  
**8-30-2005**

Fund Balance (Unreserved) 1-1-2005 (Account 2913) 13,070.24

Plus: Actual Revenues 2005  
 Charges for Services 50,000.00

Less: Budgeted Expenditures 2005

	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	400.00	0.00	400.00	0.00	400.00
Class 3	0.00	0.00	0.00	0.00	0.00
Class 4	6,770.00	0.00	6,770.00	1,305.07	5,464.93
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	4,400.00	0.00	4,400.00	1,862.90	2,537.10
Class 8	0.00	0.00	0.00	0.00	0.00
Class 9	6,770.00	22,050.00	28,820.00	2,812.00	26,008.00
	<u>18,340.00</u>	<u>22,050.00</u>		<u>(40,390.00)</u>	<u>34,410.03</u>

Anticipated Fund Balance 12-31-2005 22,680.24

8/30/2005

FY 2005  
Budget Amendments/Revisions  
**Sheriff Civil Charges (2540)**

<u>Index #</u>	<u>Date Recd</u>	<u>Account</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>
1	1/11/2005	91100	Furniture & Fixtures	3,000		Additional workstation in conference area
2	1/21/2005	48000	Telephones		400	Annual internet service for substation
		71100	Outside Services	400		
3	3/9/2005	71100	Outside Services	3,000		Personnel testing
4	8/2/2005	91200	Buildings & Improvements	3,770		North substation deck and water hydrant
5	8/26/2005	91210	Leasehold Improvements	22,050		North substation parking lot

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

September Session of the July Adjourned

Term. 20 05

In the County Commission of said county, on the

13<sup>th</sup>

day of September

20 05

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

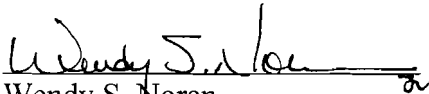
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment:

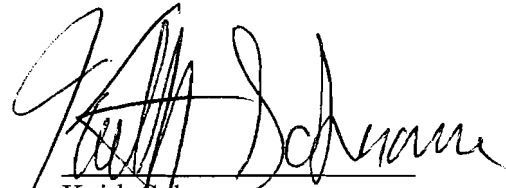
DEPARTMENT ACCOUNT AND TITLE	AMOUNT INCREASE
2522-37240: Sheriff DARE Fund – Registration	\$370.00

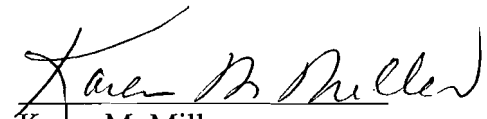
Said budget amendment is for DARE Camp Registration.

Done this 13<sup>th</sup> day of September, 2005.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Keith Schnarre  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

1st 9/1  
2nd 9/13

# REQUEST FOR BUDGET AMENDMENT

## BOONE COUNTY, MISSOURI

### RECEIVED

8/25/01

EFFECTIVE DATE

AUG 25 2005

FOR AUDITORS USE

367-2005

Department				Account					BOONE COUNTY AUDITOR		(Use whole \$ amounts)	
									Department Name	Account Name	Decrease	Increase
2	5	2	2	3	7	2	4	0	Sheriff - DARE FUND	Registration		370.

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): **Increase budget to pay for DARE Camp for Boone County DARE kids. 8 @ \$75.00 per child = \$600.**

*DARE Camp registration*

*[Signature]*  
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:

*Commission agenda*

*[Signature]*  
Auditor's Office

*[Signature]*  
PRESIDING COMMISSIONER

*[Signature]*  
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.

**Fund 252 Public Safety Citizen Contribution**  
**Solvency Analysis**  
**Prepared by Auditor's Office**  
**8-30-2005**

Fund Balance (Unreserved) 1-1-2005 (Account 2913) 7,413.26

Plus: Actual Revenues 2005

Interest (through July)	112.48	
Contributions - Other	750.00	
Contributions - K9 Program	0.00	
<b>Total</b>	<u>862.48</u>	<b>862.48</b>

Less: Budgeted Expenditures 2005

	<u>Current Budget</u>	<u>Budget Revision/ Amendment</u>	<u>Total</u>		<u>Actual YTD Expenditures + Encumbrances</u>	<u>Remaining Budget</u>
Dept 2520 Neighborhood Watch Class 2	0.00		0.00		0.00	0.00
Dept 2521 Community Traffic Safety Class 2	150.00		150.00		150.00	0.00
Dept 2522 Dare Program Class 2	870.00		870.00		864.87	5.13
Class 3	230.00	370.00	600.00		0.00	600.00
Dept 2523 Sheriff K9 Program Class 9	0.00		0.00		0.00	0.00
	<u>1,250.00</u>	<u>370.00</u>	<u>0.00</u>	<u>(1,620.00)</u>	<u>1,014.87</u>	<u>605.13</u>

Anticipated Fund Balance 12-31-2005

6,655.74



8/30/2005

FY 2005  
Budget Amendments/Revisions  
DARE Program (2522)

<u>Index #</u>	<u>Date Recd</u>	<u>Account</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>
1	8/16/2005	37240 23050	Registration/Tuition Other Supplies	370		DARE supplies
2	8/25/2005	37240	Registration/Tuition	370		DARE camp registration

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 05

County of Boone

In the County Commission of said county, on the

13<sup>th</sup> day of September 20 05

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

Now on this day the County Commission of the County of Boone does hereby award bid 53-18AUG05 for Sheriff's Department North Sub-Station Site Work to Christensen Construction Company. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 13<sup>th</sup> day of September, 2005.

Keith Schnarre  
Presiding Commissioner

ATTEST:

Wendy S. Noren  
Clerk of the County Commission

Karen M. Miller  
District I Commissioner

Skip Elkin  
District II Commissioner

# Boone County Purchasing

Heather Turner, CPPB  
Buyer



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

363-2005

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## MEMORANDUM

TO: Boone County Commission  
FROM: Heather Turner, CPPB  
DATE: September 1, 2005  
RE: 53-18AUG05 Sheriff's Department North Sub-Station Site Work

The Bid for Sheriff's Department North Sub-Station Site Work closed on August 18, 2005. One bid was received. Purchasing and the Sheriff's department recommend award to Christensen Construction Co. for submitting the only bid.

Total cost of contract is \$22,025.28 to be paid out of department 2540 – Sheriff Civil Charges, account number 91200 – Building & Improvements pending final approval of a budget amendment. The original budget was \$16,000.00.

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

ATT: Bid Tabulation

cc: Don Abell, Public Works  
Leasa Quick, Sheriff's Department  
Bid File

<b>BID TABULATION</b>					
<b>53-18AUG05 Sheriff's Department North Substation Site Work</b>					
				<b>Christensen Construction Co.</b>	
	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
	<b>Mobilization</b>	1	LS	\$3,500.00	\$3,500.00
	<b>Earthwork</b>	460	CY	\$8.00	\$3,680.00
	<b>Silt Fence</b>	400	LF	\$4.50	\$1,800.00
	<b>Erosion Control Mat (Ditch Liner)</b>	115	SY	\$6.00	\$690.00
	<b>2 1/2" Compact Aggregate Base (4" thickness)</b>	890	SY	\$3.76	\$3,346.40
	<b>1 1/2" Compacted Aggregate Base (4" thickness)</b>	849	SY	\$3.76	\$3,192.24
	<b>Two (2) applications of Chip &amp; Seal Surfacing</b>	808	SY	\$6.58	\$5,316.64
	<b>Unsuitable Subgrade Repair</b>	10	CY	\$50.00	\$500.00
	<b>Base Bid Total</b>				\$22,025.28

8/31/05

DATE

6136

Christensen Construction Co.

VENDOR NO.

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE ZIP

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

### 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

To: County Clerk's Office

#53-18AUG05

(Enter Applicable Bid / Sole Source / Emergency Number)

Comm Order # 363-2005

Return to Auditor's Office

Bill To Department # 2540

Ship To Department # 2540

Department				Account				Item Description	Qty	Unit Price	Amount	
2	5	4	0	9	1	2	1	0	Sheriff's Department North Sub-Station Site Work	1	22025.28	22025.28
									Total			22025.28

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

*KJ* (pending budget amendment approval)  
Auditor Approval

**BOONE COUNTY DEPARTMENT OF PUBLIC WORKS  
DESIGN AND CONSTRUCTION DIVISION**

Change Order No.: One (1)

Job No.:SD001

Date: 09-21-05

Project Location: 950 E. Hwy 124 Hallsville, MO

Contractor: Christensen Construction Co.

---

It is hereby mutually agreed that when this change order has been signed by the contracting parties, the following described changes in the work required by the contract shall be executed by the consultant without changing the terms of the contract except as herein stipulated and agreed.

---

Description of Changes: Change surface from 808 SY chip and seal to 3" asphalt

---

**UTILITY COMPANY PROPOSAL FOR THE ABOVE DESCRIBED CHANGES:**

I/We hereby agree to the modifications of the contract as described above and agree to furnish all material and labor and perform all work in connection therewith in accordance with the requirements for similar work in existing contract except as otherwise stipulated herein, for the following considerations:

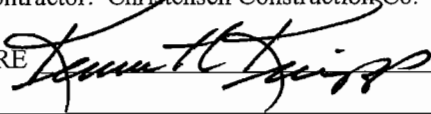
\$ 2,724.72

**Contract Amount:** Add to the Contract Amount a total of - \_\_\_\_\_

---

Contractor: Christensen Construction Co.

SIGNATURE



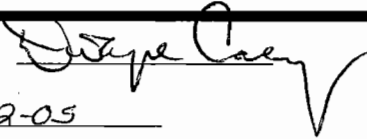
DATE

9/22/05

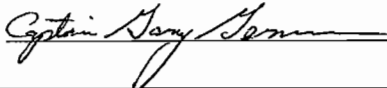
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Recommended by: Project Supervisor

Approved by:



SIGNATURE



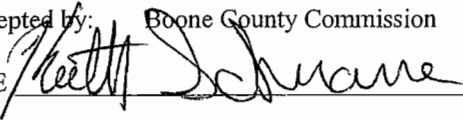
DATE

9-22-05

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Accepted by: Boone County Commission

SIGNATURE



DATE

9-26-05

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**STATEMENT OF CONTRACT AMOUNT:**

ORIGINAL CONTRACT AMOUNT	\$22,025.28
PREVIOUS ADDITIONS	
TOTAL	\$.00
PREVIOUS DEDUCTIONS	
NET PRIOR TO THIS CHANGE	\$22,025.28
AMOUNT OF THIS CHANGE <input checked="" type="checkbox"/> ADD <input type="checkbox"/> DEDUCT	\$ 2,724.72
<b>CONTRACT AMOUNT TO DATE</b>	<b>\$24,750.00</b>

**CONTRACT AGREEMENT**

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 **Christensen Construction, Co.** (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 53-18AUG05**  
**Sheriff's Department North Sub-Station Site Work**  
 Project No. SD001  
 BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Base Bid in the amount of \$22,025.28.

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. Bidders Acknowledgment
9. Insurance Requirements
10. Contract Conditions
11. Contract Agreement
12. Performance Bond
13. Labor & Material Payment Bond
14. General Specifications
15. Technical Specifications
16. Special Provisions
17. Affidavit—Prevailing Wage
18. State Wage Rates-Annual Wage Order No. 12
19. Boone County Standard Terms and Conditions
20. Plan and/or Detail Sheets

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:

**Twenty Two Thousand Twenty Five Dollars and Twenty Eight Cents (\$22,025.28)**

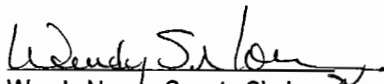
as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 13 SEPT 2005 at  
Columbia, Missouri. (Date)

OWNER: BOONE COUNTY, MISSOURI

By:   
Keith Schnarre, Presiding Commissioner

ATTEST:

  
Wendy Noreh, County Clerk

CONTRACTOR: Christensen Construction Co.

By:   
Authorized Representative Signature

By: \_\_\_\_\_  
Authorized Representative Printed Name

Title: BUSINESS MANAGER

Approved as to Legal Form:

  
John Patton  
Boone County Counselor

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.)

2540/91210 - \$22,025.28

Signature June Pitchford by KF Date 9/2/2005 Appropriation Account \_\_\_\_\_  
(pending budget amendment approval)

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned Term. 20 05

In the County Commission of said county, on the 13<sup>th</sup> day of September 20 05

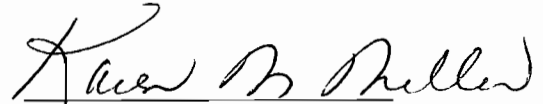
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the VOCA Grant Award (\$52,139.00) for the Boone County Prosecuting Attorney's Office.

Done this 13<sup>th</sup> day of September, 2005.



Keith Schnarre  
Presiding Commissioner

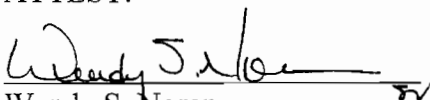


Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

ATTEST:



Wendy S. Noren  
Clerk of the County Commission



MISSOURI DEPARTMENT OF PUBLIC SAFETY  
 OFFICE OF THE DIRECTOR  
 AWARD OF CONTRACT

P.O. Box 749  
 Jefferson City, Missouri 65102  
 Phone: (573) 526-1464

344-2005

Contractor Name <b>Boone, County of</b>		
Project Title <b>Victim Response Team</b>		
Contract Period FROM< <b>10/01/05</b> TO< <b>09/30/06</b>	State/Federal Funds Awarded <b>\$52,139.00</b>	Contract Number <b>2003-VOCA-0096</b>

Award is hereby made in the amount and for the period shown above to the above-mentioned Contractor. This award is subject to compliance with the general conditions governing grants and contracts, as well as, any attached Special Conditions. This award is also subject to compliance with all current applicable federal and state laws, regulations and guidelines.

**This award is subject to Special Conditions (if the box is checked, see attached).**

The undersigned hereby certify acceptance of the above-described contract on the terms and conditions specified or incorporated by reference above and herein, including those stated in the contract application.

*Keith D. Moore* 9-8-05 E  
 Authorized Official Date

*Bonnie J. Atkins* 9-8-05  
 Project Director Date

This contract shall be in effect for the duration of the contract period stated herein, and funds shall become available on the award date with the signed return of this form to the Missouri Department of Public Safety and the signature of the authorized official of the Department of Public Safety.

\_\_\_\_\_  
 Authorized Official, Department of Public Safety

**October 1, 2005**  
 Award Date

# Missouri Department of Public Safety

## AWARD CONTINUATION SHEET

Page 2 of 2

CONTRACT NUMBER: 2003-VOCA-0096

AWARD DATE: October 1, 2005

AGENCY: Boone, County of

### SPECIAL CONDITIONS

The applicant assures that, if this project is intended for a law enforcement agency, such agency is in compliance with the provisions of Section 43.505, RSMo relating to uniform crime reporting. Section 43.505, subsection 3, states that "Every law enforcement agency in the state shall:

1. Submit crime incident reports to the Department of Public Safety on forms or in the format prescribed by the department; and
2. Submit any other crime incident information which may be required by the Department of Public Safety."

Section 43.505, subsection 4 states "Any law enforcement agency that violates this section may be ineligible to receive state or federal funds which would otherwise be paid to such agency for law enforcement, safety or criminal justice purposes."

2. The applicant assures that, if the project is intended for a law enforcement agency, such agency is in compliance with the provisions of Section 590.650, RSMO relating to racial profiling. Failure to comply with these statutory provisions may result in the withholding of funds to the noncompliant law enforcement agency.
3. The applicant assures that, if funding under this contract is provided to any law enforcement agency, the law enforcement agency is in compliance with the provisions of Section 43.505, relating to uniform crime reporting, and Section 590.650, relating to racial profiling.
4. Applicant agency assures that they will formally report to the Missouri Department of Public Safety within 48 hours of notification that a Department of Public Safety grant-funded individual is arrested for or formally charged with a misdemeanor or felony regardless if the criminal infraction is related to the individual's employment.

The Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal infraction.

5. Applicant Agency assures that **all** VOCA grant funded employees will maintain timesheets detailing 100% of their work activities regardless if they are compensated 100% through VOCA.

**Failure to comply with these Special Conditions at any time during the contract period may result in termination of funding.**

ACCEPTANCE OF SPECIAL CONDITIONS:

 9-8-05  
AUTHORIZED OFFICIAL DATE

 9-8-05  
PROJECT DIRECTOR DATE



Contractor Name  
**Boone, County of**

Project Title  
**Victim Response Team**

Contract Period	State/Federal Funds Awarded	Contract Number
FROM< <b>10/01/05</b> TO< <b>09/30/06</b>	<b>\$52,139.00</b>	<b>2003-VOCA-0096</b>

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The undersigned hereby certify acceptance of the above-described contract on the terms and conditions specified or incorporated by reference above and herein, including those stated in the contract application.

*Keith Johnson* 9-8-05  
 Authorized Official Date

*Bonnie J. Adkins* 9-8-05  
 Project Director Date

This contract shall be in effect for the duration of the contract period stated herein, and funds shall become available on the award date with the signed return of this form to the Missouri Department of Public Safety and the signature of the authorized official of the Department of Public Safety.

\_\_\_\_\_  
 Authorized Official, Department of Public Safety

**October 1, 2005**  
 Award Date

# Missouri Department of Public Safety

## AWARD CONTINUATION SHEET

Page 2 of 2

CONTRACT NUMBER: 2003-VOCA-0096

AWARD DATE: October 1, 2005

AGENCY: Boone, County of

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**Failure to comply with these Special Conditions at any time during the contract period may result in termination of funding.**

ACCEPTANCE OF SPECIAL CONDITIONS:

 9-8-05  
AUTHORIZED OFFICIAL DATE

 9-8-05  
PROJECT DIRECTOR DATE

## VOCA CERTIFIED ASSURANCES

**AGENCY NAME:** Boone County Prosecuting Attorney

**PROJECT TITLE:** Victim Response Team

In addition to the general terms contained in the *Application Packet*, the applicant is also conditioned upon and subject to compliance with the following assurances:

1. The applicant assures that it will comply, and all its subcontractors will comply, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Victims of Crime Act; the Missouri Department of Public Safety Financial and Administrative Guidelines for Contracts; the provisions of the current Office of Justice Programs Financial and Administrative Guide for Grants; and all other applicable federal laws, orders, circulars or regulations.
2. The applicant agrees to maintain the records necessary to evaluate the effectiveness of the project.
3. Subgrant Award Reports for VOCA are due with the award documents and no later than 30 days from the beginning of the contract period.
4. VOCA contractors must submit a report, on the form provided by the Department of Public Safety; six months after the beginning date of the contract that outlines the status of the project from both a financial and a programmatic standpoint.
5. The applicant agrees to submit, within 15 days of the project period ending date, a performance report which will include a summary description of the project; the data collected on the performance indicators included in the program description of the application package; the results of the evaluation process; and a brief assessment of impact.
6. The applicant agrees to comply with the provisions outlined in the Program Description for the Victims of Crime Act.
7. **Travel:** Expenditures for travel must be supported and documented by signed travel vouchers. Hotel/motel and meal receipts must be on file. Maximum amounts have been established for mileage, meals and other expenses. **Check with the Department of Public Safety for current rates.** Reimbursement of travel expenses will not occur until after the travel has taken place. Prior approval must be obtained from the MODPS prior to attending any training / travel that is not specifically outlined in the approved budget.
8. **Equipment:** Expenditures for equipment must be in accordance with the approved budget. All items of equipment must be assigned an inventory number and be readily identifiable as being purchased with Missouri Department of Public Safety funds.
9. **Supplies\Operating Expenses:** Expenditures for supplies and operating expenses shall be in accordance with the approved budget. Documentation in the form of paid bills and vouchers must support every expenditure requested for reimbursement. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved. The titles of films, brochures, and other "miscellaneous items", not specifically outlined in the approved budget, must be submitted to the Missouri Department of Public Safety, Office of the Director, for approval **prior** to purchasing same. Reimbursement of conference registration fees will not be provided until the conference has taken place.
10. **Personnel:** The applicant assures that detailed time and attendance records shall support all personnel costs and that proper records shall be maintained to adequately substantiate time spent to carry out the specific objectives for which the contract was approved. **All** VOCA funded employees must keep a timesheet of all activities to document time spent on the project. Only actual time spent on the project may be claimed. The timesheets must include the date, the beginning time, a brief description of, and the ending time for each task performed by the employee.
11. **Local Share:** The approved match must be expended within the period for which federal funds are available for expenditure under the approved contract. Records must be maintained to show the amount and timing of the match. These records are subject to audit in the same manner and to the same extent as books and records dealing with federal funds.

**Failure to provide the approved match may result in your agency being required to refund the federal share to the Missouri Department of Public Safety.**

12. **Interest:** The applicant assures that federal funds will not be used to pay interest or any other financial costs.

13. **Budget Revisions:**

**Formal Budget Revisions:** Prior approval must be received from the Missouri Department of Public Safety, Office of the Director, for certain types of changes to the budget or project scope. These types of changes are listed below:

- a. The addition or deletion of a specific budget line item
- b. Monetary additions to the Personnel Budget Category
- c. A change in the approved budget categories in excess of 10 percent of the total **award** amount.
- d. A change in the scope of the project
- e. A change in or temporary absence of the project director or authorized official
- f. A change in the project site
- g. A change in the name of the agency.

Prior approval must be received from the Missouri Department of Public Safety for any **programmatic** changes in the contract.

**Timing of Formal Budget Revisions:** If a budget or programmatic revision is required, the request for a change must be submitted at least 30 days prior to the proposed change taking effect and at least 60 days prior to the end of the contract. Budget revisions must be requested on the required form. Budget revisions will not be retroactive unless there are extenuating circumstances presented.

**Informal Budget Revisions:** Prior approval does not need to be sought from the DPS when transferring less than 10% (cumulative during the contract period) of the total grant award from one budget category to another budget category (except for the Personnel budget – prior approval for movement of funds into this category is necessary).

14. **Contractual Services:** The applicant assures that the following general requirements will be followed when subcontracting for work or services contained in this proposal:

- a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation, and length of time over which the services will be provided which shall not exceed the length of the grant period.

b. A copy of all written contracts for contractual or consultant services must be forwarded to the Missouri Department of Public Safety, Office of the Director, upon their ratification.

c. Payments must be supported by statements providing the services rendered and supporting the period covered.

d. Any contract or agreement for service of \$3,000 or more which is not entered into as a result of competitive bidding procedures (or if only one bid is received) must receive prior approval from the Missouri Department of Public Safety, Office of the Director.

e. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the market place. The maximum rate for consultants is \$450 (excluding travel and subsistence costs for an eight-hour day. An eight-hour day may include preparation, evaluation, and travel time in addition to time required for actual performance. A request for over \$450 per day requires prior approval and additional justification.

15. **Sole Source Procurement:** When only one bid is received or only one vendor is contacted, the purchase is deemed to be sole source procurement. Sole source procurement on purchases with an individual cost from \$3,000 to \$100,000 requires **prior** approval by the Department of Public Safety.

In addition, sole source procurement for amounts in excess of \$100,000 requires **prior** U.S. Department of Justice approval.

16. The applicant shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.

17. The applicant certifies that all expendable and non-expendable property purchased with funds awarded under this contract shall only be used to provide direct services to victims of crime.

18. The applicant assures that federal block grant funds made available will not be used to supplant state and local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for the activities of this project (Supplanting does not apply to non-profit organizations).



19. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety, Office of the Director, shall prescribe will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this contract.
20. **Audit:** The applicant agrees to provide an annual audit of their organization, if required, in accordance with the provisions of Office of Management and Budget Circulars applicable to their organization.
21. The applicant assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Missouri Department of Public Safety, Office of the Director, may require. This includes any additional information that may be necessary in follow-up to monitoring and/or audit issues, and in response to requests from the Department of Justice.
22. The applicant assures that, if required to formulate an Equal Employment Opportunity Program (EEO) in accordance with 28 CFR 42.301 et seq., it will submit a certification to the Missouri Department of Public Safety that it has a current EEO on file which meets the requirements therein.
23. The applicant assures that, in connection with the furnishing of services under this contract, it will comply and any subcontractors will comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).
24. The applicant assures that it will comply, and all its subcontractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (d), or the Victims of Crime Act (as applicable); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disability Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination 28 CFR Part 35 and Part 39.
25. The applicant assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights Compliance (OCRC) of the Office of Justice Programs, U.S. Department of Justice.
26. Applicant assures that they will maintain confidentiality of client-counselor information as required by state and federal law.
27. Applicant assures that except as otherwise provided by federal law, they shall not use or reveal any research or statistical information furnished under this program by any person identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with VOCA. Such information, and any copy of such information shall be immune from legal process and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial, legislative, or administrative proceeding. See Section 1407(d) of VOCA codified at 42 U.S.C. 10604.
28. If the applicant is a law enforcement agency, the applicant assures that the agency is in compliance with sections 590.100 to 590.180, RSMo. Section 590.180, subsection 2 states that "any law enforcement agency which employs a peace officer who is not certified as required by sections 590.100 to 590.180 shall not be eligible to receive state or federal funds which would otherwise be paid to it for purposes of training and certifying peace officers or for other law enforcement, safety or criminal justice purposes."
29. If the applicant is a law enforcement agency, the applicant assures that the agency is in compliance with the provisions of Section 43.505, RSMo relating to uniform crime reporting, and Section 590.650, RSMo relating to racial profiling.
30. The applicant assures that it will provide the eligible direct victim services, as may be required, set forth in Missouri's Constitutional Amendment for **Victims' Rights and Section 595.209, RSMo**. (These eligible direct victim services do not include general witness assistance).
31. The applicant assures that they will formally report to the Missouri Department of Public Safety within 48 hours of notification that a Department of Public Safety grant-funded individual is arrested for or formally charged with a misdemeanor or felony regardless if the criminal infraction is related to the individual's employment.

The Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal infraction.


- 29. The Missouri Department of Public Safety, Office of the Director reserves the right to terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the contractor. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the contractor under the contract shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
- 30. An award of contract, entered into as a result of this application, shall not bind or purport to bind the Department of Public Safety for any contractual commitment in excess of the original contract period

contained in such an award of contract. However, the Department of Public Safety shall have the right, at its sole discretion, to renew any such award of contract on a year-to-year basis. Should the Department of Public Safety exercise its right to renew the contract, the renewal shall be subject to the terms set forth by the Department of Public Safety in the documents developed for such renewal. Failure to comply with such terms set forth by the Department of Public Safety will result in the forfeiture of such a renewal option.

- 31. It is understood and agreed upon that, in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

Failure to comply with any of the foregoing certified assurances could result in funds being withheld until such time as the contractor takes appropriate action to rectify the incident(s) of non-compliance.

**The applicant hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the contract application.**

 9-8-09  
Authorized Official DATE

 9-8-05  
Project Director DATE

VENDOR ACH/EFT VERIFICATION FORM

If your agency currently receives DPS grant payments via electronic transfer of funds, please complete this verification document and submit with your grant Award documents. If your agency does not currently receive DPS grant payments via electronic transfer or if your agency is a new grant recipient, and you would like to have your DPS reimbursements electronically deposited, please complete the attached Vendor ACH/EFT Application form and submit it with your Award documents for this grant.

Agency (Vendor) Name: Boone County Prosecuting Attorney

Current DPS Contract #(s): 2002-VOCA-0108      2004-VAWA-0004

New Grant Contract #: 2003-VOCA-0096  
(As shown on the enclosed Award of Contract)

By signing below you acknowledge that your agency currently receives reimbursement of DPS grant funds via electronic transfer and requests to continue receiving reimbursement of funds via electronic transfer for the grant indicated on the enclosed Award of Contract.

Keith Schenck  
Signature of Authorized Official

9-8-09  
Date