# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

April Session of the April Adjourned

09 Term. 20

**County of Boone** 

In the County Commission of said county, on the

16<sup>th</sup>

day of April

09

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 Application.

Done this 16<sup>th</sup> day of April, 2009.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson

District I Commissioner

Skip Elkin

District II Commissioner



# Victims of Crime Act 2009/2010

**Application for Funding** 

# BOONE COUNTY PROSECUTING ATTORNEY 2009/2010 Victims of Crime Act TABLE OF CONTENTS

Application Summary Report	2
Application for Funding	3
Personnel Budget Page	4
Personnel Information	5
Job Descriptions	6
Narrative Work Program	9
Agency's Current Budget	17
Other Sources of Funding	29
Organizational Chart	30
Agency Procurement Policy	31
Certified Assurances	48
Audit Requirements	51
Report of Expenditures/Check Payee Information	52
Certification Regarding Debarment	53
Letters of Collaboration	54
Victim Services On-Line Survey	56
Performance Evaluations – Victim Response Team Staff	58

VOCA	APPLICATIO	N SUM	MARY R	EPOR	T	
Agency Name Boone County Prosecuting	Attorney	Program	Title Victim	Respo	nse Team	
Authorized Official Name and Address  Name: Kenneth Pearson  Address: 801 E. Walnut Street	Project Director  Name: Bonnie J. A  Address: 705 E. Wa	dkins		T vario.	Contact Person Bonnie J. Ad	<del></del> -
City: Columbia  State/Zip: MO 65201  E-Mail: kpearson@boonecountymo.org  Phone Number: ( 573 ) 886 - 4305  Fax Number: ( 573 ) 886 - 3311	City: Columbia  State/Zip: MO 6520  E-Mail: badkins@  Phone Number: ( 573  Fax Number: ( 573	boonecou )_886	- 4112	E-Mail:	Number: ( <u>573</u>	1-4485 boonecountymo. ) 886 - 4112 ) 886 - 4148
Total Amount of VOCA Funds Requested \$\( \) 42,089.77  Prorate the VOCA Funds Requested (give dollar amount at \$\) 14,731.40  \[ \] 24,412.03  \] 58 \[ \] \( \) Total Underserved (\$\) and \( \) mu  \[ \] \( \) Description of Underserved  Burglary/Stealing/Forgery/Tampering  \[ \) Assault (Non-domestic) Peace Disturbance  \[ \) Property Damage/Trespass/Other Property  \[ \) ACA/UUW (Weapons Offenses)  \[ \] Underserved Victims	nd percentage) by types of  and Other (Break out total  st equal \$ and % Total C  d/Other	4%	6 Child Abuse	\$_1,2 corate Tota e): .mount 3	262.70	3 % Sexual Assaul
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Geographic Area(s) to be served by this VOCA project:						<del></del>
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Missouri Department of Public Safety Office of the Director P.O. Box 749 Jefferson City, MO 65102

1-573-751-4905 website: www.dps.mo.gov



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# PROJECT TITLE: Victim Response Team APPLICANT AGENCY: Boone County Prosecutor

# **PERSONNEL**

### INSTRUCTIONS

- Include all personnel to be employed on the proposed project.
- 2. Under Title or Position, list each proposed position.
- 3. Under Name of the Individual, list the name of the person who will fill each proposed position (if known).
- 4. Show Gross Monthly Salary for each individual and show the Percent Of Time to be devoted to this grantfunded project. The minimum percentage of time that may be budgeted on the grant is 10%. We will not fund any position that is less than 10% on the grant.
- 5. The Total Costs should be calculated as follows: (Salary/Month) x (% of Time on Grant) x (Months to be employed).
- 6. Under the **Fringe Benefits** section, identify the particular benefits such as social security, workers' compensation, medical insurance, etc. If dental and vision insurance are not included in the health insurance premium they should be listed separately. All fringe benefits provided must be itemized.
- 7. Under the column entitled **Basis for Cost Estimate**, enter the formula for computing the cost for each fringe benefit.
- 8. Enter the total in the Total Cost column.
- 9. A **Retained Position** is a position that would have been lost if not for these funds.

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TITLE OR POSITION	NAME OF INDIVIDUAL	NEW OR RETAINED POSITION	SALARY PER MONTH	FT OR PT	% OF TIME ON GRANT	MONT HS TO BE EMPLO YED	TOTAL COST
Victim Specialist	Mark Koch	Retained	3719.73	FT	94	12	42089.71
Victim Assistant	Joyce Thomassen	Retained	2541.06	FT	35	12	10522.43
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OTHER (PLEASE IDENTIFY)							
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dps 3/09

# PERSONNEL INFORMATION Grant Project Staff Only

St	aff Member	Brief List of Experience and Current Job Responsibilities
1.	Mark Koch (Name)  Victim Specialist (Title)	Licensed Occupational Therapist. Over ten years experience in victim services, with emphasis in domestic and sexual violence advocacy. Provides comprehensive victim services including crisis intervention, case management, individual goal/action planning with crime victims and their families. Offers orientation to the criminal justice system and referrals to community services and statewide resources.
2.	Joyce Thomassen (Name)  Victim Assistant (Title)	Bachelor of Arts in Psychology. Over five years experience in victim service provision with expertise in the areas of domestic and sexual violence advocacy. Substance abuse counselor. Provides comprehensive victim services, including crisis intervention, individual goal/action planning, restitution management and orientation to the criminal justice system.  Offers referrals to ancillary service providers.
3.	(Name)	
	(Title)	
4.	(Name)	
	(Title)	
5.	(Name)	
	(Title)	
6.	(Name)	
	(Title)	_

# JOB DESCRIPTION BOONE COUNTY PROSECUTING ATTORNEY'S OFFICE

VICTIM SPECIALIST
VICTIM RESPONSE TEAM
STATUS: FULL-TIME

### **RESPONSIBILITIES:**

The responsibilities of the Crime Victim Specialist in the Boone County Prosecuting Attorney's Office include, but are not limited to the following:

- Contact and assist victims of crime and their families with problems related to the crime.
- Provide crisis counseling to victims in situational crisis, i.e. victims of rape, victims of domestic violence and families of homicide victims.
- Provide brief counseling for parents of children who have been sexually abused.
- Assess needs of victims of crime, provide support and recommend and locate community resources for services.
- Maintain a high degree of cooperation and communication with community agencies and individuals who work with sexually abused children and adults as well as domestic violence services.
- Review all new case files to identify victims, with special emphasis on child victims of crime, sexual assault, domestic violence and victims of DWI accidents.
- Interview and provide emotional support for victims of crime.
- Consult and collaborate with attorneys, investigators and other staff members regarding care, problems and solutions for victims of crime.
- Orient victims to the judicial process.
- Provide information to victims with regard to all court appearances and case status.
- Orient child victims to courtroom practices, procedures and personnel.
- Assist victims with all forms and applications for Crime Victim's Compensation Fund.
- Escort victims to court.
- Supervise social work student interns, including training, consultation and performance evaluation.
- Advise victims of their right to appear personally or by counsel at the final sentencing.
- Advise victims of final disposition of their case.
- Provide information of post-conviction activity by Board of Probation & Parole.
- Provide victims with program evaluation forms and respond to internal and state evaluations.
- Document services provided to victims of crime.

# REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Masters degree in social work, counseling or psychology or equivalent combination of education and experience.

Minimum of 2 years experience in related field

Excellent oral and written communication skills

Ability to communicate and provide brief counseling for children & adults Educated in cultural awareness and possess the ability to communicate and be non-biased to others who may have a different ethnic, socio-economic background, race or religion.

Thorough knowledge of the judicial process

Thorough knowledge of the issues of domestic violence.

Thorough knowledge of the issues of sexual assault for both adults and children. Knowledge of local area referral services.

Ability to work independently as well as part of a team to meet the needs of victims of crime.

# JOB DESCRIPTION BOONE COUNTY PROSECUTING ATTORNEY'S OFFICE

VICTIM ASSISTANT
VICTIM RESPONSE TEAM
STATUS: FULL-TIME

### **RESPONSIBILITIES:**

The responsibilities of the Victim Assistant in the Boone County Prosecuting Attorney's Office include, but are not limited to the following:

- Review new case files to identify victims of crimes
- Provide crisis intervention and case management assistance for victims of crime and their families
- Facilitate communication between the crime victim and the designated Assistant Prosecuting Attorney
- Orient victims to the judicial process, advise them of their rights, and accompany them to court proceedings
- Provide victims with assistance in filing applications for Crime Victims' Compensation
- Notify crime victims of court events and assist them with completing Victim Impact Statements
- Supervise program volunteers as needed
- Organize restitution documentation
- Notify and provide explanation of case disposition
- Provide crime victims and their families with information regarding postconviction victim services
- Any other duties as designated by the Chief Investigator, Office Administrator or Prosecuting Attorneys.

# REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Minimum of 4 years related experience, or combination of education & experience

Supervisory and victim related experience preferred

High School Diploma or equivalent

Excellent oral and written communication skills

Educated in cultural awareness and possess the ability to communicate and be non-biased to others who may have a different ethnic, socio-economic background, race or religion.

Thorough knowledge of the judicial process

Ability to work independently as well as part of a team to meet the needs of victims of crime.

# Narrative Work Program Victim Response Team

# A. History of the Applicant Agency

The Boone County Prosecuting Attorney's Office is responsible for the prosecution of criminal violations that occur within this jurisdiction and for Family Support Enforcement. The office is comprised of 42 staff members, including the elected Prosecutor, 12 Assistant Prosecuting Attorneys (2 VAWA funded Domestic Violence Prosecutors), 3 investigators, the Victim Specialist (VOCA funded), the Victim Assistant, and support staff. Since 1993, we have provided services to crime victims and their families in Boone County with the support of VOCA funds. At that time, the Office of the Prosecuting Attorney was comprised of seven Prosecutors and two victim service staff. STOP Violence Against Women grant funds have been used to enhance services to victims of domestic violence since 1998. Our Victim Response Team is dedicated to addressing the needs of crime victims in Boone County. The Victim Specialist and Victim Assistant provide crisis intervention for victims of violent crimes including sexual assault, domestic violence, parents of victims of child abuse and family members of homicide victims. Also, the Victim Specialist and Victim Assistant offer information about victims' rights and crime victims' compensation, orientation to the criminal justice system, and support during the investigation, prosecution and disposition of criminal cases. When necessary, referrals are made to appropriate counselors and/or agencies to work with victims and their families for long term follow-up. The Victim Response Team also provides a secure victim waiting room, court accompaniment, and restitution management. Furthermore, we have an excellent volunteer program which utilizes students from the University of Missouri and other educational institutions. We use a wide range of volunteers including social work and occupational therapy students, criminal justice majors, and pre-law and law school students. Volunteers assist with a variety of direct victim service-related work. Social work student volunteers have been especially helpful to victims of domestic and sexual violence by assessing victim safety, educating victims and families about the dynamics of victimization, and partnering with advocates in the community to coordinate care. Our volunteer program enables us to provide comprehensive services to crime victims while assisting volunteers in developing specialized, professional skills for future employment.

This grant renewal enables the Office of the Prosecuting Attorney to continue to provide quality services to victims and their families in Boone County. With the ongoing support of VOCA funds, we can minimize trauma to victims by asking each survivor what they need to repair the harm. We can continue to educate victims about their rights, make services available to meet their needs, and help them plan for the future.

### **B.** Statement of the Problem

Boone County is a growing, progressive county located in the center of the state at the crossroads of major east-west and north-south highways. Columbia is the County Seat and the City of Columbia covers 53.5 square miles. According to the 2006 census, the City of Columbia has a population of 94,428, and the County of Boone has a population of 146,048. There are 80,078 registered voters. Nearly thirty percent of Boone County's population is between the ages of 25 and 44 and the average Columbia household income is \$56,368. The population of the City of Columbia has increased by 5062 over the past 5 years. The population of Boone County has increased by 28,988 since 1990.

Demographics are of an urban, semi-urban and rural composition with a diverse ethnic population According to the most recent statistics available, the following demonstrates the population by race and age in Boone County.

White Non-Hispanic	83.18%	19 & Under	28.3%
African America/Black	<b>c</b> 8.64%	20-24	12.5%
American Indian	0.37%	25-44	27.8%
Asian/Pacific Islander	.03%	45-64	22.1%
Hispanic (all)	2.34%	65 and over	9.3%

The following is a summary of felonies and misdemeanors filed in Boone County in the past five years (These figures do not take into account cases where, upon review, criminal charges were not filed.)

### **Felonies**

2004	2005	2006	2007	2008
1553	1776	1664	1496	1450

### Misdemeanors

2004	2005	2006	2007	2008
4430	4396	4454	4379	4126

With the prosperity and growth of this community in the last decade has come a more volatile crime rate in all areas, particularly the area of domestic violence. The Victim Specialist, Victim Assistant and volunteers work closely with victims of domestic and sexual violence. Domestic violence numbers are included in the above, but are broken out as follows:

### Domestic violence cases filed in the past five years:

2004	1135
2005	1205
2006	1319
2007	1164
2008	1244

The Boone County Prosecutor's Office is faced with the dual challenge of attending to the needs of crime victims while expediting the appropriate disposition of criminal actions. Lack of knowledge of the justice system is one of the greatest challenges faced by crime victims and their families. Recognizing that the justice system is designed to protect the rights of the accused and not the accuser can be particularly troubling for victims. Furthermore, there are numerous individual challenges faced by crime victims. For those harmed by someone they know, victims often feel a sense of guilt or shame associated with the crime. Thus, they may be reluctant to participate in the prosecution of their offender. Victims are tied to their partners economically and may be hesitant to assist because of the financial impact on the family. The issue of self-blame is also especially prevalent in cases of domestic violence, sexual assault, and child abuse. Unfortunately, fear of going forward, testifying, and holding the perpetrator accountable is also a challenge. Danger to the victim may escalate during a criminal prosecution. Finally, victims simply are not aware of the resources

available to them. The Victim Specialist and the Victim Assistant provide information, education, and emotional support to aid each victim in making an informed decision about participation in the criminal justice system. The Victim Specialist and the Victim Assistant work with victims throughout the investigation, prosecution, and even after the disposition of the criminal case.

The continuation of this VOCA funding will ensure that crime victims receive the information and support that they deserve from this office. Adequate staff is vital to quality victim service provision. We strive to anticipate the needs of victims in order to minimize the frustration and harm they may experience during the investigation, prosecution, and disposition of a criminal case.

# C. Goal & Objectives

Goal: To make advocacy services available to all victims and their families participating in the criminal justice system in Boone County

- 1. Maintain the number of victims receiving basic victim services from the Victim Response Team at 3100 during the grant period
- 2. Maintain the number of victims receiving comprehensive victim services from the Victim Response Team at 750 during the grant period.

Definitions for basic and comprehensive victim services are outlined in the Methodology portion of this grant application.

### D. Evaluation Procedure

Daily statistics are compiled as to victim and defendant demographics, type of crime and disposition of cases. These figures include underserved victims (ie. adult survivors of incest, burglary victims, survivors of homicide, and seriously or fatally injured victims of drunk drivers). The Victim Response Team utilizes a Victim Services Survey which measures overall satisfaction with the support and information provided by the designated Victim Response Team member and the Assistant Prosecuting Attorney assigned to the criminal case. Accessibility to program services is also measured. At the conclusion of the case, the survey is sent along with a closing letter informing the victim of the case disposition. A self-addressed envelope is included to facilitate prompt return of the survey. The Victim Services Survey is also available online. A sample survey is included in the appendix of this grant application. Finally, the Chief Investigator conducts an annual evaluation of the Victim Response Team staff. This evaluation takes into consideration feedback from coworkers and community partners (i.e. law enforcement, social services, etc.) as well as knowledge and skills demonstrated by program staff. A copy of the most recent performance evaluation for the Victim Specialist and the Victim Assistant is included in the appendix of this application.

# E. Methodology

# 1. Type of Program

The Victim Response Team is dedicated to serving the varied needs of crime victims in Boone County. Service delivery is divided into two categories: Basic and Comprehensive. All victims of crime receive

or have access to basic victim services. Comprehensive victim services are provided in cases where the level of trauma or severity of injury dictates a more sensitive, proactive, and hands-on approach to victim assistance. These services are also provided to those individuals who may have to testify at court proceedings, depositions, or at trial. Below is an outline and narrative description defining the two categories of service provision.

### **BASIC VICTIM SERVICES**

Notification of case filing
Notification of Crime Victims' Compensation and assistance filing claim
Assistance with restitution management
Orientation to the judicial process
Notification of case status
Notification of case disposition

Each new case file is reviewed by a designated member of the Victim Response Team. Initial notification is made via written correspondence. Victims receive a packet with basic information (ie. criminal charge, case number, Assistant Prosecuting Attorney, and Advocate) corresponding to the criminal case. Victims are also provided with written notification of their rights and the county and statewide resources available to them. A blank Victim Impact Statement provides victims with a framework for documenting their losses. Upon receipt of the completed Victim Impact Statement, the Advocate provides a follow-up phone call to offer emotional support, clarify expectations and orient the victim to the criminal process. During the course of a prosecution, victims are given additional information about case status when requested. At the conclusion of a case, all victims receive written notification regarding the disposition.

Examples of cases only requiring basic victim services are misdemeanor property damage, stealing or assault, peace disturbance, trespassing, forgery, and some traffic violations involving motor vehicle accidents. Typically, these cases are assigned to the Victim Assistant.

### COMPREHENSIVE VICTIM SERVICES

Provision of emotional support, individualized goal/action planning Collaboration with community resources and support Assistance accessing statewide, ancillary victim services Preparation for court appearance Support during court process or trial Follow-up advocacy services post-conviction

Most felony cases involve the provision of basic and comprehensive victim services. Initial victim contact is made via telephone. The designated Advocate will facilitate a meeting with the victim and Assistant Prosecuting Attorney assigned to the case. The purpose of the initial meeting is to gain insight into the victim's needs and expectations about the justice system and to help the victim make an informed decision about participating or not participating in a criminal prosecution. In some cases, victims may require crisis counseling and safety planning. The Advocate provides information about community resources to increase their level of support and actively assists the victim in accessing these resources. The Advocate may also organize an action plan or goals to aid in the victim's healing and recovery. During the course of a prosecution, the Advocate may meet several

times with the victim to assess their needs, provide ongoing support and information, and prepare the victim for court appearances or trial. During a trial, the Advocate is available to counsel and support the victim and their family. Even after the disposition of the criminal case, victims will continue to receive services from the Victim Response Team when requested. Post-conviction assistance involves providing victims with referrals to resources available through the Department of Corrections, Probation & Parole, and the Office of the Attorney General. In addition, the Victim Specialist or Victim Assistant can help the victim prepare impact information for the Parole Board or designated Probation Officer or accompany them to parole hearings.

Examples of cases requiring comprehensive victim services are domestic and sexual assault, child abuse, vehicular assault and manslaughter, burglary, robbery, homicide and other felony offenses. Typically these cases are assigned to the Victim Specialist. Due to the high volume and sensitive nature of domestic violence charges, the Victim Specialist and Victim Assistant share this caseload.

The Victim Response Team offers victim services in compliance with MCADSV Services Standards and Guidelines for Domestic Violence Programs. Regarding organizational administration, the Boone County Personnel Policy Manual contains policies that comply with employment law and prohibit discrimination. Confidential personnel files for paid staff and volunteers include criminal background checks, written job descriptions, completed job applications, resumes, references and a signed confidentiality statement/volunteer agreement. Furthermore, the Administrative Manual for the Prosecuting Attorney's Office contains information about the daily operations of the office, safety/security procedures, and the provision of services by the Victim Response Team. In addition, confidentiality guidelines outlined by MCADSV are adhered to by staff and volunteers working with the Victim Response Team. All volunteers sign a confidentiality agreement.

Documentation of service provision is maintained in a secure area only accessible to paid staff or authorized volunteers. The Office of the Prosecuting Attorney maintains a data collection and record-keeping system that allows for the efficacy and progress toward program goals and objectives.

Regarding guidelines for training, all members of the Victim Response Team are expected to be familiar with MCADSV training curricula that address the historical context of domestic and sexual violence, the dynamics of abusive relationships, safety planning, advocacy and empowerment, and coordinated community response. Also, volunteers are encouraged to maintain a membership in MCADSV and attend statewide training programs. Training is required for all personnel of the Victim Response Team that provide direct services (i.e. crisis intervention, case management and court advocacy) to victims of domestic violence and their children.

Service standards and guidelines for direct service provision are consistent with MCADSV recommendations. Crisis intervention services are only offered by trained staff or volunteers and involve interactions designed to stabilize the victim's emotions, clarify issues and expectations and provide ongoing support and assistance. Minimizing further harm while helping the victim plan for her future is a critical aspect of case management and court advocacy service provision. Members of the Victim Response Team must be familiar with community resources and maintain relationships with ancillary service providers in order to provide effective case management services. Coordinating services in a collaborative manner is a cornerstone of the Victim Response Team's service provision.

Finally, the Office of the Prosecuting Attorney meets and exceeds MCADSV service standards and guidelines for court advocacy. Civil and criminal justice information and support is provided to all

identified crime victims. Volunteers providing court advocacy services must demonstrate proficiency in articulating justice system terminology and Missouri law as it pertains to domestic and sexual violence. Court advocacy services include the provision of written and verbal information about victims' rights as well as state and local resources that advocate on behalf of victims of crime. Victim services surveys are conducted to ensure quality of services.

# 2. Proposed Service Area

The Office of the Prosecuting Attorney handles crimes committed in Boone County. Victims served include residents of this county as well as non-residents. Victims of crime in neighboring counties where services do not exist will be given information about Crime Victims' Compensation, statewide victims' services resources, and counseling referrals when requested.

# 3. Coordination of Services

Coordination and communication with other service providers is active and ongoing. communication between first responders and members of the Victim Response Team is critical in ensuring victims' safety and anticipating victims' concerns and expectations. Because a prosecution can take months, coordination with community-based advocates and counseling providers is essential for meeting the changing needs of victims and their families. Also, members of the Victim Response Team play a vital role in the continued coordination of victim services in Boone County. Members of the Victim Response Team participate in volunteer training for the Shelter as well as training for the Sexual Assault Nurse Examiner (SANE) programs at local hospitals. Participants of these trainings include representatives from the three local hospitals, law enforcement agencies, psychiatric facilities, the Shelter, the University of Missouri, and other counseling and social service organizations. Local law enforcement officers, healthcare professionals, and advocates continue to use the Prosecuting Attorney's Sexual Assault Survivor Handbook which outlines options and available services. This resource was developed and printed by funds received from the STOP Violence Against Women grant program and is currently being distributed throughout Boone County. The Domestic Violence Survivor Handbook and the Boone County Crime Victim Survivor Handbook are also utilized on a regular basis with crime victims and their families.

The Victim Specialist and Victim Assistant attend regularly scheduled DOVE (Domestic Violence Enforcement) Unit meetings with members from the Columbia Police Department, the Boone County Sheriff's Department, Probation & Parole, Family Counseling Center, and the Shelter to review service provision protocols for battered women and to coordinate services for victims in active criminal investigations and prosecutions. In addition, the Victim Specialist attends monthly case review meetings at Rainbow House Regional Child Advocacy Center with a team of community-based advocates, law enforcement investigators, juvenile officers, and the Children's Division.

# 4. Budget Justification

**Justification of Salaries:** The Boone County Prosecuting Attorney's Office is requesting a continuation of VOCA funding for the salary of our Victim Specialist in the amount of \$42,089.71. The Victim Specialist provides services to crime victims and their families by offering basic and comprehensive services to victims that aid in the healing and restoration of those affected by crime in Boone County. Currently, the Victim Response Team receives 40 to 50 calls from victims requesting

information and support on a daily basis. In addition, the Victim Response Team and its volunteers respond to 3 to 5 walk-ins daily. It is critical for victim services staff to have sufficient time to review new reports, assess victim safety, and assist victims in active criminal cases.

# 5. Supplanting

The Boone County Prosecuting Attorney's Office is not requesting funds for existing costs. The sole function of this application is to continue funding for our Victim Specialist's salary.

# 6. Victim Compensation Assistance

Victim's Compensation information is offered to every victim of crime. Once a charge is filed, victims receive a letter outlining their rights and the services available to them. Included with this letter is information about the Crime Victims' Compensation Program. The Victim Response Team plays an active role in aiding crime victims with their applications. Victim Response Team staff members assist the victim/claimant by securing documentation of expenses related to the crime, notarizing the application, and communicating with the Victims' Compensation Fund caseworker regarding the status of the claimant's application. Once a claim has been awarded, the Crime Victims' Compensation Fund is listed in the Prosecuting Attorney's case file as a secondary victim. Defendant's who receive probation are held accountable for the amount paid on the claim.

For the 2008 fiscal year, the Crime Victims' Compensation Fund awarded \$201,715.82 to victims of crime in Boone County. During that time, the Victim Response Team assisted 53 applicants with 52 of those granted awards through the fund. In 2008, Boone County collected \$35,782.15 in restitution for the Crime Victims' Compensation Fund. According to Jeanette Wiggins, Restitution Coordinator for the Crime Victims' Compensation Fund Program, Boone County collected more restitution from offenders than any other county in the State of Missouri for fiscal year 2008.

### 7. Volunteers

The Office of the Prosecuting Attorney's Victim Response Team continues to utilize volunteers in the provision of direct services to victims. These volunteers possess a wide range of educational backgrounds, such as criminal justice, social work, occupational therapy, political science, sociology, pre-law and law. The volunteer program is critical given the large number of crime victims and their families served by the Victim Response Team.

The University of Missouri – School of Social Work regularly refers bachelor and masters level students for volunteer placement. Each semester, the Victim Specialist and Victim Assistant share supervision of a student completing either a 400 or 800 hour fieldwork rotation with the Prosecuting Attorney's Office Victim Response Team. Candidates are treated as job applicants and make a formal application, complete an interview, provide references and consent to a criminal background check. In addition, volunteers must sign a confidentiality agreement. Selected applicants are given a Volunteer Handbook for review. The Volunteer Training Manual includes basic orientation information about the Office of the Prosecuting Attorney and its staff, policies and procedures used in direct victim service provision, and samples of documentation related to criminal case files. Students spend the first several weeks shadowing a member of the Victim Response Team. Social work students complete a learning plan with their supervisor that includes goals related to the provision of direct

victim services. Social work volunteers are also encouraged to complete the Shelter's volunteer training program and receive approximately 12 hours of domestic and sexual violence training. During the final weeks of placement, students demonstrate proficiency in basic social work skills and most areas of direct victim service provision. Two bachelor of social work candidates are scheduled to begin their placements in the Fall 2009.

Each year a maximum of ten students are enrolled in the University of Missouri - School of Law Criminal Clinic. University of Missouri Law students perform an average of 1800 hours of service on behalf of the Boone County Prosecuting Attorney's Office. Law Clinic participants review arrest reports, make personal contact with victims and witnesses, assess their needs, and help them prepare for criminal proceedings. They are mentored by law school faculty and a designated Assistant Prosecutor. This experience enhances the students' legal education and allows them to receive valuable hands on training in the criminal justice process. Currently, a rule 13 certified law student is volunteering for the summer.

# 8. Number of Victims to Be Served

The Boone County Prosecuting Attorney's Victim Response Team anticipates serving 3100 victims of crime utilizing VOCA funds.

# F. Cost Assumption

In the event that VOCA funding is no longer available, the Office of the Prosecuting Attorney will make application to the Boone County Commission for continuation of this victim services program. Boone County has a commitment to serving crime victims and fully funds the Victim Assistant's salary as well as supplies, operations, and training which support the Victim Response Team's work.

# **G.** Report of Success

Goal: To make advocacy services available to all victims and their families participating in the criminal justice system in Boone County

- 1. Maintain the number of victims receiving basic victim services from the Victim Response Team at 3100 during the grant period
- 2. Maintain the number of victims receiving comprehensive victim services from the Victim Response Team at 750 during the grant period.

OBJECTIVE 1 MET: During this grant cycle, 3171 victims received basic victim services from the Victim Response Team.

OBJECTIVE 2 MET: During this grant cycle, 765 victims received comprehensive victim services from the Victim Response Team.

# Prosecuting Attorney Summary

Dept. Nos. 1261, 1262, 1263, 1264, 2600, 2610, 2620 2630, 2640, 2903

**Budget Summary** 

Fund	Dept	Department Name	2007 Actual		2008 Projected	2009 Class 1 Personal Services	s 1 Classes 2-8 onal Other Services		2009 Class 9 Capital Outlay		2009 Total
100	1261	Prosecuting Attorney	\$ 1,561,946	\$	1,578,125	\$ 1,376,022	\$	226,744	\$	-	\$ 1,602,766
100	1262	Victim Witness	155,669		158,733	118,488		20,690		-	139,178
100	1263	IV-D Child Support	484,570		511,674	404,667		73,291		174	478,132
100	1264	PA Retirement	7,752		7,752	-		7,752		-	7,752
260	2600	PA Training	5,179		5,050	-		4,692		-	4,692
261	2610	PA Tax Collection	28,219		28,931	47,966		1,865		-	49,831
262	2620	PA Contingency	19,006		20,000	-		20,000		-	20,000
263	2630	PA Bad Check Collections	121,819		132,164	106,522		9,878		-	116,400
264	2640	PA Forfeiture Money	-		2,279	-		13,500		-	13,500
290	2903	PA-Law Enf Sales Tax	274,656		281,478	280,151		5,536			285,687
		Total	\$ 2,658,816	\$	2,726,186	\$ 2,333,816	_\$	383,948		174	<u>\$ 2,717,93</u> 8

# Personnel Summary

Fund	Dept	Department Name	2007 Full-time Equivalent	2008 Full-time Equivalent	2009 Full-time Equivalent
100	1261	Prosecuting Attorney	22.32	22.32	22.32
100	1262	Victim Witness	3.00	3.00	2.75
100	1263	IV-D Child Support	9.00	9.00	9.00
100	1264	PA Retirement	-	-	-
260	2600	PA Training	-	-	-
261	2610	PA Tax Collection	0.62	0.62	1.25
262	2620	PA Contingency	-	-	-
263	2630	PA Bad Check Collections	2.18	2.18	1.68
264	2640	PA Forfeiture Money	=	-	-
290	2903	PA-Law Enf Sales Tax	5.00	5.00	5.00
		Total FTEs	42.12	42.12	42.00

# **Prosecuting Attorney**

# **Annual Budget**

	PROSECUTING ATTORNEY GENERAL FUND		2008		2009	2009	2009	%CHG FROM
ACCT	DESCRIPTION	2007 ACTUAL	BUDGET + REVISIONS	2008 PROJECTED	CORE REQUEST	SUPPLMENTAL REQUEST	ADOPTED BUDGET	PY BUD
3411	INTERGOVERNMENTAL REVENUE FEDERAL GRANT REIMBURSE	67,724	64,252	64,252	64,252	0	58,855	8-
	SUBTOTAL ************	67,724	64,252	64,252	64,252	0	58,855	8
3500	CHARGES FOR SERVICES	20.177	20, 200	20.404	20. 201		20 404	^
3560	REIMB PERSONNEL/PROJECTS COLLECTION FEES	30,177 33,358	30,202 30,000	30,484 50,000	30,484 50,000	0	30,484 50,000	0 66
35/4	P.A. FEES SUBTOTAL ************************************	206,046	130,000	118,000	118,000		118,000	9-
	MISCELLANEOUS	200,040	130,202	130, 404	150, 101	· ·	150,101	
3826	PRIOR YEAR COST REPAYMENT	10,032	0	0	0	0	0	0
	SUBTOTAL *************	10,032	0	0	0	0	0	0
	TOTAL REVENUES ********	283,804	254,454	262,736	262,736	0	257,339	1
10100	PERSONAL SERVICES SALARIES & WAGES	1,090,305	1,118,402	1,104,674	1,115,540	0	1,115,540	0
	OVERTIME	28,739	29,500	29,500	29,500	0	29,500	0
	HOLIDAY WORKED	809	750	750	750		750	0
	FICA HEALTH INSURANCE	81,187 106,020	87,871 106,020	84,681 106,020	87,653 106,020		87,653 106,020	0
	DISABILITY INSURANCE	4,124	4,224	4,224	4,239		4,239	0
	LIFE INSURANCE	1,168	1,182	1,182	1,182		1,182	ő
10375	DENTAL INSURANCE	7,945	7,945	7,945	7,945 6,936		7,945	0
	WORKERS COMP	7,598	7,946	7,946			6,936	12
	401(A) MATCH PLAN	8,807	13,057	9,443	13,057		13,057	0
	CERF-EMPLOYER PD CONTRIBUTION UNEMPLOYMENT BENEFITS	2,885 3,971	3,000 0	2,809 0	0	0 0	3,200 0	6 0
	SUBTOTAL ************	1,343,559	1,379,897	1,359,174	1,372,822		1,376,022	
	MATERIALS & SUPPLIES							
	SUBSCRIPTIONS/PUBLICATIONS	16,459	18,106	22,000	21,371	0	21,371	18
	OFFICE SUPPLIES PRINTING	14,595 3,308	13,860 1,125	13,860 850	14,858 1,378	0	14,858 1,378	7 22
	OTHER SUPPLIES	115	250	100	250	ő	250	0
	UNIFORMS	75	75	100	100	0	100	33
3850	MINOR EQUIP & TOOLS (<\$1000)	451	250	275	275	0	275	10
	SUBTOTAL ***********	35,004	33,666	37,185	38,232	0	38,232	13
7000	DUES TRAVEL & TRAINING DUES	3,780	3,835	4,355	4,455	0	4,455	16
	SEMINARS/CONFEREN/MEETING	1,155	2,770	2,500	1,290		1,290	53
	TRAVEL (AIRFARE, MILEAGE, ETC)		1,197	1,300	935	0	935	21
7230	MEALS & LODGING-TRAINING	2,670	3,285	3,825	2,966	0	2,966	9
	SUBTOTAL **********	8,488	11,087	11,980	9,646	0	9,646	12-
8000	UTILITIES TELEPHONES	9,865	13,172	13,172	13,172	0	13,172	0
8050	CELLULAR TELEPHONES	852	1,068	960	960	0	960	10-
	SUBTOTAL **********	10,718	14,240	14,132	14,132	0	14,132	0
	VEHICLE EXPENSE MOTORFUEL/GASOLINE	6,132	7,840	8,367	9,600	0	9,600	22
	MOTOR VEHICLE LICENSE FEE	114	74	50	111	0	111	50
	VEHICLE REPAIRS	660	1,340	1,900	1,500	0	1,500	11
	TIRES	467	150	230	690	0	690	360 12
	LOCAL MILEAGE SPECIAL MILEAGE	1,446 0	1,250 100	1,000	1,100 0	0	1,100 0	0
	SUBTOTAL **************	8,821	10,754	11,547	13,001		13,001	20
	EQUIP & BLDG MAINTENANCE							
	EQUIP SERVICE CONTRACT EQUIP REPAIRS/MAINTENANCE	2,445 130	3,453 200	3,517 200	3,707 200	0 0	3,707 200	7 0
	SUBTOTAL **********	2,575	3,653		3,907		3,907	<u> </u>
	CONTRACTUAL SERVICES	·		•	•			
	INSURANCE AND BONDS	330	165	165	0	0	0	0
1100	OUTSIDE SERVICES	0	1,000	1,000	1,000	0	1,000	0
	BUILDING USE/RENT CHARGE	139,020	139,020	139,020	146,621	0	146,621	5
1000	EQUIP LEASES & METER CHRG	212	205	205	205	0	205	0
	SUBTOTAL *********	139,562	140,390	140,390	147,826	0	147,826	5

# **Prosecuting Attorney**

# **Dept. No. 1261**

1261 PROSECUTING ATTORNEY 100 GENERAL FUND							%CHG
		2008		2009	2009	2009	FROM
	2007	BUDGET +	2008	CORE	SUPPLMENTAL	ADOPTED	PY
ACCT DESCRIPTION	ACTUAL	REVISIONS	PROJECTED	REQUEST	REQUEST	BUDGET	BUD
FIXED ASSET ADDITIONS							
91300 MACHINERY & EQUIPMENT	248	0	0	0	0	0	0
92400 REPLCMENT AUTO/TRUCKS	12,968	0	0	0	0	0	0
SUBTOTAL *************	13,216						
TOTAL EXPENDITURES ******	1,561,946	1,593,687	1,578,125	1,599,566	0	1,602,766	0

# **Victim Witness**

# **Annual Budget**

100 (	VICTIM WITNESS GENERAL FUND		2000		2000	2000	2000	%CHG
ACCT	DESCRIPTION	2007 ACTUAL	2008 BUDGET + REVISIONS	2008 PROJECTED	2009 CORE REQUEST	2009 SUPPLMENTAL REQUEST	2009 ADOPTED BUDGET	FROM PY BUD
3411	INTERGOVERNMENTAL REVENUE FEDERAL GRANT REIMBURSE	51,986	44,834	44,834	31,567	0	31,567	29-
	SUBTOTAL *************	51,986	44,834	44,834	31,567		31,567	29-
3826	MISCELLANEOUS PRIOR YEAR COST REPAYMENT	0	0	4,163	0	0	0	0
	SUBTOTAL *************			4,163				
	TOTAL REVENUES ********	51,986	44,834	48,997	31,567	0	31,567	29-
	PERSONAL SERVICES	•						
10100	SALARIES & WAGES	108,151	111,206	112,547	111,737	0	100,577	9-
10110	OVERTIME	734	900	750	750		750	16-
10200	FICA	7,101	5,153	5,146	8,605	0	5,190	0
10300	REALTH INSURANCE	13,062	9,500	9,500	14,250	0	9,500	0
	DISABILITY INSURANCE	340	244	244	416	0	251	2
	LIFE INSURANCE	142	106	106	159		106	Õ
								-
	DENTAL INSURANCE	978	712	712	1,068		712	0
	WORKERS COMP	511	350	350	494	0	297	15-
	401(A) MATCH PLAN	I,125	1,105	600	1,755	0	1,105	0
10510	CERF-EMPLOYER PD CONTRIBUTION	41	0	0	0	0	0	0
10600	UNEMPLOYMENT BENEFITS	5,356	0	0	0	0	0	0
	SUBTOTAL **********	137,543	129,276	129,955	139,234		118,488	-8
	MATERIALS & SUPPLIES							
22500	SUBSCRIPTIONS/PUBLICATIONS	334	437	437	448	0	448	2
	OFFICE SUPPLIES	2,339	1,917	1,917	1,917	Ō	1,917	0
	PRINTING	121	350	300	300	Ō	300	14-
	OTHER SUPPLIES	0	250	250	250	ő	250	0
	MINOR EQUIP & TOOLS (<\$1000)	0	750	750	750	ő	750	0
	SUBTOTAL *************	2,794	3,704	3,654	3,665		3,665	<u> </u>
	DUES TRAVEL & TRAINING							
37000		185	275	325	325	0	325	18
	SEMINARS/CONFEREN/MEETING				180	ů	180	53-
		695	390	260				
	TRAVEL (AIRFARE, MILEAGE, ETC)	584	595	235	330	0	330	44-
37230	MEALS & LODGING-TRAINING	998	277	604	340	0	340	22
	SUBTOTAL **********	2,463	1,537	1,424	1,175	0	1,175	23-
	UTILITIES TELEPHONES	1,857	1,875	1,850	1,850	0	1,850	1-
	SUBTOTAL *********							
		1,857	1,875	1,850	1,850	U	1,850	1-
	EQUIP & BLDG MAINTENANCE							
5	SUBTOTAL *********	0	0	0	0	0	0	0
	CONTRACTUAL SERVICES EQUIP LEASES & METER CHRG	80	0	0	0	0	0	0
5	SUBTOTAL ***********	80			0		- O	
	OTHER							
(	RECEPTION/MEETINGS	110	150	0	150	0	150	0
84010 E	THE CUSTS	3,834	6,400	6,500	3,500	0	3,500	45-
84010 E 84600 C		3,861	12,500	10,500	5,500	0	5,500	56-
84010 E 84600 G 84700 W	WITNESS EXPENSES		^ ^					
84010 E 84600 G 84700 W		3,124	9,850	4,850	4,850	0	4,850	50-
84010 E 84600 C 84700 W 84800 T	WITNESS EXPENSES		9,850	4,850 ————————————————————————————————————	14,000	<u> </u>	14,000	50-

# **Child Support Enforcement**

# **Annual Budget**

	GENERAL FUND	2007	2008 BUDGET +	2008	2009 CORE	2009 SUPPLMENTAL	2009 ADOPTED	%CHG FROM PY
	DESCRIPTION INTERGOVERNMENTAL REVENUE	ACTUAL	REVISIONS	PROJECTED	REQUEST	REQUEST	BUDGET	BUD
3465	FEDERAL REIMBURSE EXPENSES	558,360	618,450	556,665	524,560		507,793	17-
	SUBTOTAL ***********	558, 360	618,450	556,665	524,560	0	507,793	17-
	TOTAL REVENUES *********	558,360	618,450	556,665	524,560	0	507,793	17-
	PERSONAL SERVICES SALARIES & WAGES	309,243	323,837	321,178	322,940		322,940	0
	OVERTIME HOLIDAY WORKED	5,250	5,500	2,000	2,500		2,500	54~
10120		153 21,652	0 25,194	0 22,514	0 24,896		0 24,896	0 1 –
	HEALTH INSURANCE	42,750	42,750	42,750	42,750	ő	42,750	ō
	DISABILITY INSURANCE	1,121	1,207	1,207	1,204	0	1,204	0
	LIFE INSURANCE	466	477	477	477		477	0
	DENTAL INSURANCE WORKERS COMP	3,204 1,688	3,204 1,730	3,204 1,730	3,204 1,431		3,204 1,431	0 17-
	401(A) MATCH PLAN	2,150	5,265	3,800	5,265		5,265	0
	UNEMPLOYMENT BENEFITS	3,780	0	0	0	Ō	0	0
	SUBTOTAL ***********	391, 458	409,164	398,860	404,667		404,667	1-
22000	MATERIALS & SUPPLIES POSTAGE	0	0	0	2,400	0	2,400	0
	SUBSCRIPTIONS/PUBLICATIONS	566	839	839	1,780	0	1,780	112
	OFFICE SUPPLIES	1,768	3,150	3,150	2,150	0	2,150	31-
	PRINTING	1,088	1,250	1,250	250		250	80-
23850	MINOR EQUIP & TOOLS (<\$1000)	0	630	630	630		630	0
	SUBTOTAL ***********	3,422	5,869	5,869	7,210	0	7,210	22
37000	DUES TRAVEL & TRAINING	510	700	700	700	0	700	0
	SEMINARS/CONFEREN/MEETING	2,335	3,444	2,870	995	0	390	88-
	TRAVEL (AIRFARE, MILEAGE, ETC)	3,224	3,413	1,913	479	0	250	92-
37230	MEALS & LODGING-TRAINING	5,206	4,412	2,412	1,480	0	500	88-
	SUBTOTAL **********	11,276	11,969	7,895	3,654	0	1,840	84-
48000	UTILITIES TELEPHONES	3,841	5,533	4,033	5,533	0	5,424	1 -
48002	DATA COMMUNICATIONS	7,200	7,200	7,200	9,250	0	8,650	20
	NATURAL GAS	1,978	3,000	3,000	3,750	0	3,750	25
48200 48300	ELECTRICITY	4,527 192	4,264 206	4,264 206	5,500 240	0 0	5,500 240	28 16
	SOLID WASTE	168	168	168	200	0	200	19
	SEWER USE	191	202	202	250	Ō	250	23
	SUBTOTAL **********	18,098	20,573	19,073	24,723	0	24,014	16
	EQUIP & BLDG MAINTENANCE	22	1 101	1 050	1 020	•	1 020	
	EQUIP SERVICE CONTRACT	32	1,101	1,053	1,830	0	1,830	66
	SUBTOTAL **********	32	1,101	1,053	1,830	0	1,830	66
	CONTRACTUAL SERVICES	156	1,226	1,302	1,873	0	1,873	52
	SOFTWARE SERVICE CONTRACT INSURANCE AND BONDS	1 <b>56</b> 135	1,226	1,302	170	0	170	0
	OUTSIDE SERVICES	5,873	11,976	12,024	8,200	ő	8,200	31-
71500	BUILDING USE/RENT CHARGE	50,781	53,000	53,000	27,972	0	27,972	47-
71600	EQUIP LEASES & METER CHRG	3,334	1,861	861	182	0	182	90-
	SUBTOTAL **********	60,281	68,233	67,357	38,397	0	38,397	43~
	FIXED ASSET ADDITIONS OFFICE EQUIPMENT	0	9,868	7,657	0	0	0	0
	MACHINERY & EQUIPMENT	ő	500	,,05,	ő	ŏ	ő	ŏ
91301	COMPUTER HARDWARE	0	3,910	3,910	174	0	174	95-
	COMPUTER SOFTWARE	0	332	0	0	0	0	0
	REPLC COMPUTER HDWR	0	950	0	0	0		0
	SUBTOTAL *************	0	15,560	11,567	174	0	174	98-
	TOTAL EXPENDITURES ******	484,570	532,469	511,674	480,655	0	478,132	10-

# **Prosecuting Attorney Retirement**

**Dept. No. 1264** 

# Mission

The Prosecuting Attorney's Retirement Fund is a statutory retirement fund provided for prosecuting attorneys in the State of Missouri. Boone County is required by law to make a specified annual contribution to the fund; however, the fund is controlled and managed by the State of Missouri.

# **Budget Highlights**

Legislation passed and signed into law during 2003 reduced the county's annual contribution by one-half and added a \$4 surcharge to the court costs on all criminal and traffic cases handled by the Prosecuting Attorney. The surcharge is remitted to the State.

# **Annual Budget**

	PA RETIREMENT GENERAL FUND							%CHG
		2007	2008 BUDGET +	2008	2009 CORE	2009 SUPPLMENTAL	2009 ADOPTED	FROM PY
ACCT	DESCRIPTION	ACTUAL	REVISIONS	PROJECTED	REQUEST	REQUEST	BUDGET	BUD
	OTHER					_		
86790	MO PROSECUTOR'S RETIREMEN	7,752	7,752	7,752	7,752	0	7,752	0
	SUBTOTAL **********	7,752	7,752	7,752	7,752	0	7,752	0
	TOTAL EXPENDITURES ******	7,752	7,752	7,752	7,752	0	7,752	0

# **Prosecuting Attorney Training**

# **Department Number 2600**

# Mission

The PA Tax Training fund was established to account for the monies received pursuant to RSMo 56.765. The funding for this budget is intended to provide training for prosecuting attorneys and their staff. The Prosecuting Attorney administers this fund.

# **Budget Highlights**

There are no significant changes to this budget.

**Annual Budget** 

	PA TRAINING PA TRAINING FUND		2008		2009	2009	2009	%CHG FROM
		2007	BUDGET +	2008	CORE	SUPPLMENTAL	ADOPTED	PY
ACCT	DESCRIPTION	ACTUAL	REVISIONS	PROJECTED	REQUEST	REQUEST	BUDGET	BUD
	CHARGES FOR SERVICES							
3540	DEFENDANT CRT COSTS&RECOUPMENT	4,780	4,800	4,950	4,950	0	4,950	3
	SUBTOTAL **********	4,780	4,800	4,950	4,950	0	4,950	3
	INTEREST							
3711		12	14	5	5	0	5	64-
3712		58	45	5 67	67	0	-	48
							67	
3798	INC/DEC IN FV OF INVESTMENTS	169	191	73	75	0	75	60~
	SUBTOTAL *********	241	250	145	147		147	41-
	SOBIOTAL	241	250	143	11,	· ·	11,	41
	TOTAL REVENUES ********	5,021	5,050	5,095	5,097	0	5,097	0
	DUES TRAVEL & TRAINING							
37200	SEMINARS/CONFEREN/MEETING	720	960	960	1,300	0	1,300	35
37210	TRAINING/SCHOOLS	880	1,150	960	0	0	0	0
37220	TRAVEL (AIRFARE, MILEAGE, ETC)	702	1,420	850	935	0	935	34-
37230	MEALS & LODGING-TRAINING	2,876	3,770	2,280	2,457	0	2,457	34-
	SUBTOTAL **********	5,179	7,300	5,050	4,692	0	4,692	35-
	TOTAL EXPENDITURES ******	5,179	7,300	5,050	4,692	0	4,692	35-

# **Prosecuting Attorney Tax Collection**

# **Annual Budget**

	PA TAX COLLECTION PA TAX COLLECTION FUND							%CHG
	111 1111 00222011011 20112		2008		2009	2009	2009	FROM
		2007	BUDGET +	2008	CORE	SUPPLMENTAL	ADOPTED	PY
ACCT	DESCRIPTION	ACTUAL	REVISIONS	PROJECTED	REQUEST	REQUEST	BUDGET	BUD
	CHARGES FOR SERVICES					~		
3560	COLLECTION FEES	33,358	30,000	50,000	50,000	0	50,000	66
	SUBTOTAL ***********	33,358	30,000	50,000	50,000	0	50,000	66
	INTEREST							
3711	INT-OVERNIGHT	47	4.8	20	20	0	20	58-
	INT-LONG TERM INVEST	239	150	290	250		250	66
	INC/DEC IN FV OF INVESTMENTS	638	650	380	380		380	41-
3,70	They ble in it of invisionalis	050	050	300	500	v	500	1.1
	SUBTOTAL ***********	925	848	690	650	0	650	23-
	TOTAL REVENUES ********	34,283	30,848	50,690	50,650	0	50,650	64
	PERSONAL SERVICES							
10100	SALARIES & WAGES	24,636	25,312	23,693	44,127	0	44,127	74
	OVERTIME	323	550	250	250		250	54-
10200		1,909	1,978	1,832	3,394	0	3,394	71
	WORKERS COMP	130	136	136	195	0	195	43
10.00	NOMEDIA COM	100	150	100	1,5	Ů	1,7,5	.5
	SUBTOTAL **********	27,000	27,976	25,911	47,966		47,966	71
	MATERIALS & SUPPLIES							
22000	POSTAGE	0	0	0	210	0	210	0
22500	SUBSCRIPTIONS/PUBLICATIONS	278	278	310	310	0	310	11
23000	OFFICE SUPPLIES	941	1,000	1,000	1,000	0	1,000	0
23001	PRINTING	0	75	50	95	0	95	26
23050	OTHER SUPPLIES	0	50	50	50	0	50	0
23850	MINOR EQUIP & TOOLS (<\$1000)	0	100	100	100	0	100	0
	SUBTOTAL *************	1,219	1,503	1,510	1,765	0	1,765	17
	CONTRACTUAL SERVICES							
71100	OUTSIDE SERVICES	0	60	100	100	0	100	66
/1100	OUISIDE SERVICES	O	00	100	100	U	100	00
	SUBTOTAL **************	0	60	100	100		100	66
	FIXED ASSET ADDITIONS							
91100	FURNITURE AND FIXTURES	0	1,450	1,410	0	0	0	0
. = = 0		-	2,	-,	· ·	v		-
	SUBTOTAL **************	0	1,450	1,410	0	0		
	TOTAL EXPENDITURES ******	28,219	30,989	28,931	49,831	0	49,831	60

# **Prosecuting Attorney Contingency**

# **Department Number 2620**

# Mission

The PA Contingency Department accounts for fees collected under RSMo 56.330 for the Prosecuting Attorney of a first class county to be used to pay for incidental costs. The maximum amount of expenditures allowed from this fund each year is \$20,000. Unexpended amounts do not accumulate in the fund. Prior to 1991, these revenues were accounted for in the General Fund. The Prosecuting Attorney, with the approval of a circuit judge, administers this fund.

# **Budget Highlights**

There are no significant changes in this budget.

# Annual Budget

	PA CONTINGENCY PA CONTINGENCY FUND							%CHG
		2007	2008	0000	2009	2009	2009	FROM
ACCT	DESCRIPTION	2007 ACTUAL	BUDGET + REVISIONS	2008 PROJECTED	CORE REOUEST	SUPPLMENTAL REQUEST	ADOPTED BUDGET	PY BUD
ACCI	CHARGES FOR SERVICES	AC 1 OAL	REVISIONS	PROJECTED	KEQUESI	VEGOESI	DODGEI	BUD
3569	OTHER FEES	19,551	20,000	18,028	20,000	0	20,000	0
	SUBTOTAL *************	19,551	20,000	18,028	20,000		20,000	
	INTEREST							
3711	INT-OVERNIGHT	31	41	12	12	0	12	70-
	INT-LONG TERM INVEST	128	128	180	180	0	180	40
3798	INC/DEC IN FV OF INVESTMENTS	409	540	314	314	0	314	41-
	SUBTOTAL ***********	569	709	506	506	0	506	28-
	TOTAL REVENUES ********	20,120	20,709	18,534	20,506	0	20,506	0
	CONTRACTUAL SERVICES							
71105	LEGAL SERVICES	0	0	0	500	0	500	0
	SUBTOTAL ************	0			500		500	0
	OTHER							
84600	COURT COSTS	1,249	2,500	3,000	2,500	0	2,500	0
84700	WITNESS EXPENSES	2,334	6,500	6,500	6,000	0	6,000	7 –
84800	TRANSCRIPTS-CRIMINAL	15,422	10,500	10,500	10,500	0	10,500	0
85400	CRIMINAL INVESTIGATION	0	500	0	500	0	500	0
	SUBTOTAL ***************	19,006	20,000	20,000	19,500		19,500	2-
	TOTAL EXPENDITURES ******	19,006	20,000	20,000	20,000	0	20,000	0

# **Dept. No. 2630**

# **Prosecuting Attorney Bad Check Collections**

**Annual Budget** 

263	PA BAD CHECK COLLECTIONS PA BAD CHECK FUND							%CH0
			2008		2009	2009	2009	FROM
		2007	BUDGET +	2008	CORE	SUPPLMENTAL	ADOPTED	P:
CCT	DESCRIPTION	ACTUAL	REVISIONS	PROJECTED	REQUEST	REQUEST	BUDGET	BUI
	CHARGES FOR SERVICES							
3560	COLLECTION FEES	130,803	120,000	100,000	100,000	0	100,000	16
	SUBTOTAL *************	120 003	120 000	100.000	100.000		100 000	16
	SUBTOTAL	130,803	120,000	100,000	100,000	U	100,000	1.
	INTEREST INT-OVERNIGHT	251	252	85	85	. 0	85	66
	INT-LONG TERM INVEST	1,249	772	1,215	1,100	0		
							1,100	4. 5.
198	INC/DEC IN FV OF INVESTMENTS	3,349	3,380	1,515	1,500	0	1,500	3
	SUBTOTAL ***********	4,850	4,404	2,815	2,685	0	2,685	3
	MISCELLANEOUS							
835	SALE OF COUNTY FIXED ASSET	9	0	0	0	0	0	
892	DEPOSIT OVERAGE	100	115	75	75	0	75	3
	SUBTOTAL *************	109	115	75	75		75	
	TOTAL REVENUES ********	135,763	124,519	102,890	102,760	0	102,760	1
		,			,			
100	PERSONAL SERVICES	90 527	95,432	92,325	76 612	0	76,642	1
	SALARIES & WAGES	89,527	1,500		76,642			
	OVERTIME FICA	971 7 775		750	750 5 920	0	750	5 1
	HEALTH INSURANCE	7,775	10,030	9,058	5,920		8,482	
		13,918	17,480	17,480	12,730	0	16,292	^
	DISABILITY INSURANCE	372	524	524	286	0	410	2
	LIFE INSURANCE	150	195	195	142	0	182	
	DENTAL INSURANCE	1,044	1,310	1,310	954	0	1,221	_
	WORKERS COMP	555	750	750	340	0	488	3
500	401(A) MATCH PLAN	918	2,217	1,742	1,567	0	2,055	
	SUBTOTAL ***********	115,232	129,438	124,134	99,331		106,522	1
	MATERIALS & SUPPLIES							
	POSTAGE	0	5	0	2,405	0	2,405	
500	SUBSCRIPTIONS/PUBLICATIONS	34	102	200	200	0	200	9
000	OFFICE SUPPLIES	3,210	3,250	3,250	3,250	0	3,250	
001	PRINTING	1,972	2,424	2,100	2,228	0	2,228	
050	OTHER SUPPLIES	533	250	250	250	0	250	
850	MINOR EQUIP & TOOLS (<\$1000)	246	300	300	300	0	300	
	SUBTOTAL *************	5,996	6,331	6,100	8,633		8,633	3
	DUES TRAVEL & TRAINING							
	DUES	100	325	405	405	0	405	2
	SEMINARS/CONFEREN/MEETING	0	160	160	0	0	0	_
	TRAVEL (AIRFARE, MILEAGE, ETC)	Ō	146	165	Ō	0	Ō	
	MEALS & LODGING - OTHER	ō	496	450	Ö	0	ō	
	SUBTOTAL ************	100	1,127	1,180	405		405	6
	EQUIP & BLDG MAINTENANCE							
	EQUIP & BLDG MAINTENANCE EQUIP SERVICE CONTRACT	490	550	490	490	0	490	10
	EQUIP REPAIRS/MAINTENANCE	0	50	0	50	ő	50	1
	SUBTOTAL **************	490	600	490	540		540	10
	CONTRACTUAL SERVICES							
	OUTSIDE SERVICES	0	250	250	250	0	250	(
	SUBTOTAL **************		250	250	250		250	
	OTHER							
	DEPOSIT SHORTAGE	1	50	10	50	0	50	(
	SUBTOTAL ************	1	50	10	50	Ō	50	(

# Prosecuting Attorney Forfeiture Fund

# **Department Number 2640**

### **Mission**

The PA Forfeiture Fund accounts for the monies distributed to the Prosecuting Attorney as part of a federal drug forfeiture program. The Prosecuting Attorney has received no distributions for several years and future distributions are not expected. The fund will be closed at such time that the existing resources in the fund are fully expended.

Expenditures must comply with strict federal program guidelines and are restricted to drug enforcement or drug prosecution activities.

# **Budget Highlights**

This budget includes a small amount for training and a lump-sum amount for outside services. No specific spending plans are identified at this time for the lump-sum amount; it may be spent throughout the year on allowable activities as directed by the Prosecuting Attorney.

# **Annual Budget**

	PA FORFEITURE MONEY PA FORFEITURE FUND	2007	2008 BUDGET +	2008	2009 CORE	2009 SUPPLMENTAL	2009 ADOPTED	%CHG FROM PY
ACCT	DESCRIPTION INTEREST	ACTUAL	REVISIONS	PROJECTED	REQUEST	REQUEST	BUDGET	BUD
3711	INT-OVERNIGHT	41	43	20	20	0	20	53-
3712	INT-LONG TERM INVEST	197	130	150	125	0	125	3-
3798	INC/DEC IN FV OF INVESTMENTS	548	550	250	250	0	250	54-
	SUBTOTAL **********	786	723	420	395	0	395	45-
	TOTAL REVENUES ********	786	723	420	395	0	395	45-
	DUES TRAVEL & TRAINING							
37200	SEMINARS/CONFEREN/MEETING	0	500	575	575	0	575	15
37220	TRAVEL (AIRFARE, MILEAGE, ETC)	0	700	597	750	0	750	7
37230	MEALS & LODGING-TRAINING	0	1,100	1,107	1,125	0	1,125	2
	SUBTOTAL **********	0	2,300	2,279	2,450		2,450	6
71100	CONTRACTUAL SERVICES OUTSIDE SERVICES	0	11,750	0	11,050	0	11,050	5-
	SUBTOTAL ************	0	11,750	0	11,050		11,050	5-
	TOTAL EXPENDITURES ******	0	14,050	2,279	13,500	0	13,500	3-

# Prosecuting Attorney Law Enforcement Sales Tax

# **Annual Budget**

	LAW ENFORCEMENT SERVICES FUND		2008		2009	2009	2009	%CHG FROM
		2007	BUDGET +	2008	CORE	SUPPLMENTAL	ADOPTED	PY
ACCT	DESCRIPTION	ACTUAL	REVISIONS	PROJECTED	REQUEST	REQUEST	BUDGET	BUD
	PERSONAL SERVICES	11010112	11211010110	2110020120				202
10100	SALARIES & WAGES	221,083	226,746	225,980	226,782	0	226,782	0
	OVERTIME	2,297	2,150	2,500	3,500	0	3,500	62
	HOLIDAY WORKED	0	100	100	100	0	100	0
	FICA	16,886	17,518	17,020	17,624	0	17,624	Ō
	HEALTH INSURANCE	23,750	23,750	23,750	23,750	0	23,750	0
	DISABILITY INSURANCE	824	842	842	852	0	852	ī
	LIFE INSURANCE	259	265	265	265	0	265	ō
	DENTAL INSURANCE	1,780	1,780	1,780	1,780	0	1,780	ō
	WORKERS COMP	1,181	1,206	1,206	1,013	0	1,013	16-
	401(A) MATCH PLAN	1,775	2,925	1,300	2,925	Ō	2,925	0
	CERF-EMPLOYER PD CONTRIBUTION	1,381	1,450	1,440	0	ō	1,560	7
	SUBTOTAL *************	271,219	278,732	276,183	278,591		280,151	
	MATERIALS & SUPPLIES							
23000	OFFICE SUPPLIES	0	1,000	1,000	1,000	0	1,000	0
23000	OFFICE SUPPLIES	V	1,000	1,000	1,000	U	1,000	U
	SUBTOTAL ***********	0	1,000	1,000	1,000	0	1,000	0
	DUES TRAVEL & TRAINING							
37000	DUES	650	650	755	910	0	910	40
37200	SEMINARS/CONFEREN/MEETING	240	480	480	480	0	480	0
37220	TRAVEL (AIRFARE, MILEAGE, ETC)	0	438	332	332	0	332	24-
37230	MEALS & LODGING-TRAINING	427	1,038	795	918	0	918	11-
	SUBTOTAL **************	1,317	2,606	2,362	2,640	<del></del> 0	2,640	<u>1</u>
	UTILITIES							
48000	TELEPHONES	1,842	1,920	1,900	1,896	0	1,896	1-
	SUBTOTAL *************	1,842	1,920	1,900	1,896		1,896	<u> </u>
	EQUIP & BLDG MAINTENANCE							
	SUBTOTAL **************					0		
	FIXED ASSET ADDITIONS							
91302	COMPUTER SOFTWARE	278	0	0	0	0	0	0
	SUBTOTAL **********	278	0	0	0	0	0	0

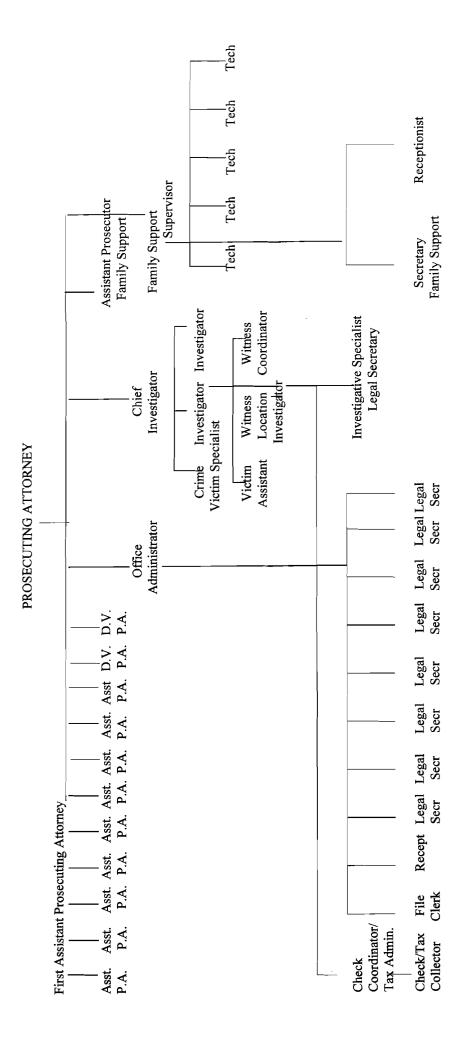
# OTHER FUNDING SOURCES

List the agency's other funding sources for this project. Include any other sources of federal, state, local, or private funding. (Make copies of this form if necessary.)

Source of Funding	Amount	Description of the Funding	Funding Period	Expenditures Covered by Funding
Boone County Prosecutor's Office Victim Witness Fund (General Fund)	\$ 10,522.43	Matching funds provided by Boone County's General Fund	10/1/09-9/30/10	20% Matching funds, taken from the salary of the Victim Assistant.
	<b> </b>   \$			
	,			
	\$			
	\$			
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	\$			
	\$			

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# BOONE COUNTY PROSECUTING ATTORNEY ORGANIZATIONAL CHART



# **BOONE COUNTY PROCUREMENT POLICY**

### Part A--Methods of Source Selection

### §3-101 Competitive Sealed Bidding.

- (1) Conditions for Use. All contracts of the County shall be awarded by competitive sealed bidding except as otherwise provided in Sections 3-102 (Competitive Sealed Proposals), 3-103 (Contracting for Designated Professional Service), 3-104 (Small Purchases), 3-105 (Sole Source Procurement), 3-106 (Emergency Procurements), or 5-401 (Public Announcement and Selection Process) of this Policy.
- (2) Invitation for Bids and Request for Bids. An Invitation for Bids and Request for Bids shall be issued and shall include specifications, and all contractual terms and conditions applicable to the procurement.
- (3) Public Notice. All public notices of the Invitation for Bids and Request for Bids shall be given a reasonable time, not less than fifteen (15) calendar days prior to the date set forth therein for the opening of bids. When time is of the essence, the Purchasing Director has the discretion to shorten the minimum time the bid is left open, with an opening date of 3 days from time of issue to allow for an emergency faxed bid. Such notice may include publication in a newspaper of general circulation of at least five hundred copies per issue a reasonable time prior to bid opening. (50.660 RSMo). The public notice shall state the place, date, and time of bid opening.
- (4) Bid Opening. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation for Bids or Request for Bids. The amount of each bid, and such other relevant information as the purchasing agent deems appropriate, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection in accordance with Section 1-301 (Public Access to Procurement Information). Bids are generally opened in the Purchasing department except for bids greater than \$250,000 and Road Project bids generated by the Public Works department. The County Commission prefers these be opened in a scheduled Commission meeting.
- (5) Bid Award Recommendations. The Purchasing Department shall present bid award recommendations in two scheduled commission meetings for all contract awards except for bid award recommendations for bids opened in scheduled Commission meetings which may be approved by County Commission during the first reading following the public bid opening.

  Policy Revision: July 31, 2007, commission order # 321 -2007
- (6) Bid Acceptance and Bid Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Policy. Bids shall be evaluated based on the requirements set forth in the Invitation for Bids or Request for Bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs,

and total or life cycle costs. The Invitation for Bids or Request for Bids will set forth the evaluation criteria to be used.

- (7) Correction or Withdrawal of Bids; Cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or in such circumstances, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received in the office designated in the Invitation for Bids or Request for Bids prior to the time set for bid opening. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:
  - (a) the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
  - (b) the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the purchasing agent.
- (8) Award. The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation for Bids or Request for Bids. In the event the low responsive and responsible bid for a construction project exceeds available funds as certified by the Boone County Auditor, and such bid does not exceed such funds by more than [five] percent, the purchasing agent is authorized, when time or economic considerations preclude resolicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder, in order to bring the bid within the amount of available funds. Any such negotiated adjustment shall be based only upon eliminating independent deductive items specified in the Invitation for Bids or Request for Bids.
- (9) Multi-Step Sealed Bidding. When it is considered impractical to prepare initially a purchase description to support an award based on price, an Invitation for Bids or Request for Bids may be issued requesting the submission of un-priced offers to be followed by an Invitation for Bids or Request for Bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

### §3-102 Competitive Sealed Proposals.

- (1) Conditions for Use. When the purchasing agent determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the County, a contract may be entered into by use of the competitive sealed proposals method.
  - (2) Request for Proposals. Proposals shall be solicited through a Request for Proposals.
- (3) Public Notice. Adequate public notice of the Request for Proposals shall be given in the same manner as provided in Section 3-101(3) (Competitive Sealed Bidding, Public Notice); provided, the minimum time shall be thirty (30) calendar days. When time is of the essence, the Purchasing Director has the discretion to shorten the minimum time the proposal is left open, with an opening date of 21 days from time of issue.
- (4) Receipt of Proposals. No proposals shall be handled so as to permit disclosure of the contents of any proposal to competing offeror's during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications

received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award (610.021 RSMo).

- (5) Evaluation Factors. The Request for Proposals shall state the relative importance of price and other evaluation factors.
- (6) Discussion with Responsible Offerors and Revisions to Proposals. As provided in the Request for Proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.
- (7) Award. Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.

### §3-103 Contracting for Designated Professional Services.

- (1) Authority. For the purpose of procuring professional services as defined by the laws of the State of Missouri, any Administrative Authority requiring such services may procure them on its own behalf. No contractor for the services of County Counselor may be awarded without the approval of the Boone County Commission. The Boone County Purchasing department recommends that the following selection procedures be followed in these instances.
  - (2) Selection Procedure.
  - (a) Obtain Statement of Qualifications. Persons engaged in providing the designated types of professional services may submit statements of qualification and expressions of interest in providing such professional services. An Administrative Authority using such professional services may specify a uniform format for statements of qualifications. Persons may amend these statements at any time by filing a new statement. (See sample Exhibit A)
  - (b) Provide adequate *Public Announcement and Form of Request for Proposals*. Adequate public notice of the Request for Proposals shall be given in the same manner as provided in Section 3-102(3) (Competitive Sealed Proposals, Public Notice); provided the minimum time shall be thirty (30) calendar days. The Request for Proposals shall describe the services required, list the types of information and data required of each offeror, and state the relative importance of particular qualifications. Refer to paragraph 3-102 for competitive sealed proposals' procedures.
  - (c) Conduct *Discussions*. The Administrative Authority procuring the required professional services may conduct discussions with any offeror who has submitted a proposal to determine such offeror's qualifications for further consideration. Discussions shall not disclose any information derived from proposals submitted by other offerors.
  - (d) Award. A written award shall be made to the offeror selected by the Administrative Authority procuring the required professional services. The award will be based on the evaluation factors set forth in the request for proposals. If compensations cannot be agreed upon with the best qualified offeror, then negotiations will be formally terminated

with the selected offeror. If proposals were submitted by one or more other offerors determined to be qualified, negotiations may be conducted with such other offeror or offerors, in the order of their respective qualification ranking, and the contract may be awarded to the offeror then ranked best qualified if the amount of compensations is determined to be fair and reasonable.

### §3-104 Small Purchases.

- (1) General. Any contract not exceeding \$4,500.00 in a ninety day period may be made in accordance with the small purchase procedures authorized in 50.660 RSMo Contract requirements shall not be artificially divided (i.e. stringing purchases) so as to constitute a small purchase under this Section.
- (2) Small Purchases Over \$2,500: The Purchasing department recommends that insofar as it is practical for small purchases in excess of \$2,500, no less than three businesses shall be solicited to submit written quotations. Award shall be made to the business offering the lowest acceptable quotation. Quotations should be on company letterhead and may be transmitted by facsimile machine or e-mail. A "no bid" response submitted by a vendor is acceptable as a quote. The names of the businesses submitting quotations, and the date and amount of each quotation, shall be recorded and maintained as a public record.
- (3) Exception to Small Purchases Over \$2,500: The Boone County Sheriff Department may waive obtaining three quotes when purchasing used vehicles for the Narcotics Unit for vehicles less than \$4,500.

Policy Revision: March 8, 2007, commission order #: 95-2007

### §3-105 Sole Source Procurement.

A contract of a value in excess of \$5000 may be awarded without competition when the Commission finds that there is only one feasible source for the required supply, or service item. A contract of a value under \$5000 may be awarded without competition when a Commissioner approves of the contract based upon a finding that there is only one feasible source for the required supply, or service item. The requesting department must complete a Sole Source Request Form and submit it to the Purchasing department. (See attached Exhibit C). The Purchasing department shall keep and maintain, and provide upon request of the Commission documentation, after conducting a good faith review of available sources, that there is only one feasible source for the required supply or service. The purchasing agent shall conduct negotiations as to price, delivery, and terms as appropriate under the circumstances. The Purchasing department shall post notices of proposed sole source purchases of a value in excess of \$3000 at its offices or on its website. The Purchasing department shall also advertise the requesting department's intent to make a sole source purchase of a value in excess of \$5000 in at least one daily and one weekly newspaper of general circulation in such places as are most likely to reach prospective bidders or offerors. Except for regulated utility services, a record of sole source procurements shall be maintained as a public record in the Purchasing department and shall list each contractor's name, the amount and type of each contract, a listing of the item(s) procured under each contract, and the identification number of each contract file. The

Purchasing Agent will review the record of sole source providers yearly in December, and submit the list of renewals for approval for the next fiscal year to the commissioners in regular session.

Policy Revision: May 22, 2007, commission order #: 212-2007

#### §3-106 Emergency Procurements.

Notwithstanding any other provisions of this Policy, and by direction of the liaison Commissioner to any Department, and in the absence of an assigned liaison Commissioner, it shall be the Presiding Commissioner, the purchasing agent may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. In the case of a major disaster affecting County operations caused by weather, terrorism, war, accidents, explosions, Acts of God, etc. the Presiding Commissioner or liaison Commissioner could enact the emergency purchasing policy to cover whatever goods or services may be necessary to stabilize the County's operations. A written determination of the basis for the emergency and for the selection of the particular contractor shall be documented on the Emergency Procurement Form and submitted to the Purchasing Department by the requesting department. (See attached Exhibit D) As soon as practicable, a record of each emergency procurement shall be made and maintained in the Purchasing department contract file and shall set forth the contractor's name, the amount and type of the contract, a listing of the item(s) procured under the contract, and the identification number of the contract file.

#### §3-107 Cancellation of Request for Bid or Request for Proposal.

A request for bid, a request for proposal, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interests of the County. The reasons therefor shall be made part of the bid file. Each solicitation issued by the County shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the County. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

#### §3-108 Non-Competitive Negotiations.

A contract may be awarded without competition when the liaison Commissioner to any Department, and in the absence of an assigned liaison Commissioner, it shall be the Presiding Commissioner, agree that the required supply, or service item falls under a non-competitive negotiation. Used in those specific instances where competition is nonexistent; or to satisfy certain proprietary conditions caused by the existence of patents, copyrights, secret processes; or the purchase of captive replacement parts, OEM parts or components for equipment, as well as the technical services related to such equipment; as long as governmental policy, rules and regulations do not prohibit them.

#### Part B--Qualifications and Duties of Bidders and Offerors

#### §3-201 Responsibility of Bidders and Offerors.

- (1) Determination of Non-responsibility. Following the bid award, if a bidder or offeror who otherwise would be awarded a contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the purchasing agent and retained in the bid file. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder or Offeror. The final determination shall be made part of the bid file and be made a public record.
- (2) Right of Non-disclosure. Information furnished by a bidder or offeror pursuant to this Section shall not be disclosed by the County outside of the office of the purchasing agent, or Administrative Authority, without prior written consent by the bidder or offeror.

#### §3-202 Cost or Pricing Data in Capital Projects.

- (1) Required Submissions Relating to the Award of Contracts. A prospective contractor shall submit cost or pricing data when the contract is expected to exceed \$100,000 and is to be awarded by competitive sealed proposals (Section 3-102; Competitive Sealed Proposals), or by sole source procurement authority (Section 3-105; Sole Source Procurement).
- (2) Exceptions. The submission of cost or pricing data relating to the award of a contract is not required when:
  - (a) the contract price is based on adequate price competition;
  - (b) the contract price is based on established catalogue prices or market prices;
  - (c) the contract price is set by law or regulation; or
- (d) it is determined in writing by the purchasing agent, and at the direction of the Boone County Commission, that the requirements of Section 3-202(1) (Cost or Pricing Data; Required Submissions Relating to the Award of Contracts) may be waived, and the determination states the reasons for such waiver (i.e. Emergency 3-106).
- (3) Required Submissions Relating to Change Orders or Contract Modifications. A contractor shall submit cost or pricing data prior to the pricing of any change order or contract modification, including adjustments to contracts awarded by competitive sealed bidding, whether or not cost or modification involves aggregate increases or aggregate decreases in costs plus applicable profits that are expected to exceed \$100,000.
- (4) Exceptions. The submission of cost or pricing data relating to the pricing of a change order or contract modification is not required when:
  - (a) unrelated and separately priced adjustments for which cost or pricing data would not be required are consolidated for administrative convenience; or
  - (b) it is determined in writing by the purchasing agent, and as approved by the Boone County Commission, that the requirements of Section 3-202(3) (Cost or Pricing Data; Required Submissions Relating to Change Orders or Contract Modifications) may be waived, and the determination states the reasons for such waiver.
- (5) Certification Required. A contractor, actual or prospective, required to submit cost or pricing data in accordance with this Section, shall certify that, to the best of its knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of a mutually specified date prior to the award of the contract or the pricing of the change order or contract modification.

(6) Price Adjustment Provision Required. Any contract award, change order, or contract modification under which the submission and certification of cost or pricing data are required shall contain a provision stating that the price to the County, including profit or fee, shall be adjusted to exclude any significant sums by which the County finds that such price was increased because the contractor-furnished cost or pricing data was inaccurate, incomplete, or not current as of the date agreed upon between the County and the contractor.

#### §3-203 Cost or Price Analysis.

A cost analysis or price analysis, as appropriate, shall be conducted prior to award of the contract other than one awarded under Section 3-101 (Competitive Sealed Bidding). A written record of such cost analysis or price analysis shall be made a part of the contract file.

#### §3-204 Bid and Performance Bonds on Supply or Service Contracts.

Bid and performance bonds or other security may be requested for supply contracts or service contracts as the Purchasing Agent or Administrative Authority deems advisable to protect the County's interests. The Purchasing department generally requests bonds and securities for contracts greater than \$25,000, however the Purchasing Agent or Administrative Authority has the discretion to request bonds or other security for contracts less than \$25,000. Any such bonding requirements shall be set forth in the solicitation. Bid or performance bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility. (Bidders submit Bid Bond – in the amount of 5% of bid. Then Contractor submits a Performance Bond and a Labor & Material Bond for full amount of contract amount)).

#### Part C--Types of Contracts and Contract Administration

#### §3-301 Types of Contracts.

- (1) General Authority. Subject to the limitations of this Section, any type of contract which is appropriate to the procurement and which will promote the best interests of the County may be used. A cost-plus-a-percentage-of-cost contract is prohibited. A cost reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the County than any other type of contract, or that it is impracticable to obtain the supply, service, or construction item required except under such a contract.
  - (2) Multi-Term Contracts.
  - (a) Specified Period. Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the County, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds.
  - (b) Determination Prior to Use. Prior to the utilization of a multi-term contract, it shall be determined in writing by the requesting administrative authority:
    - (i.) that estimated requirements cover the period of the contract and are reasonably firm and continuing; and

- (ii) that such a contract will serve the best interests of the County by encouraging effective competition or otherwise promoting economies in Boone County procurement.
- (c) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for such purposes.

#### (3) Multiple Source Contracting.

- (a) General. A multiple source award is an award of an indefinite quantity contract for one or more similar supplies or services to more than one bidder or offeror. The obligation to order the County's actual requirements is limited by the provisions of Uniform Commercial Code Section 2-306(1).
- (b) Limitations on Use. A multiple source award may be made when award to two or more bidders or offerors for similar products is necessary for adequate delivery, service, or product compatibility. Any multiple source award shall be made in accordance with the provisions of Section 3-101 (Competitive Sealed Bidding), Section 3-201 (Competitive Sealed Proposals), Section 3-104 (Small Purchases), and Section 3-106 (Emergency Procurements), as applicable. Multiple source awards shall not be made when a single award will meet the County's needs without sacrifice of economy or service. Awards shall not be made for the purpose of dividing the business, making available product or supplier selection to allow for user preference unrelated to utility or economy, or avoiding the resolution of tie bids. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements.
- (c) Contract and Solicitation Provisions. All eligible users of the contract shall be named in the solicitation, and it shall be mandatory that the actual requirements of such users that can be met under the contract be obtained in accordance with the contract, provided that:
  - (i) the County shall reserve the right to take bids separately if a particular quantity requirement arises which exceeds its normal requirement or an amount specified in the contract; and
  - (ii) the County shall reserve the right to take bids separately if the purchasing agent approves a finding that the supply or service available under the contract will not meet a non-recurring special need of the County.
- (d) Intent to Use. If a multiple source award is anticipated prior to issuing a solicitation, the County shall reserve the right to make such an award and the criteria for award shall be stated in the solicitation.
- (e) Determination Required. The purchasing agent shall make a written determination setting forth the reasons for a multiple source award, which shall be made a part of the official record.

#### §3-302 Contract Clauses and Their Administration.

- (1) Contract Clauses. All County contracts for supplies, services, and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The purchasing agent, after consultation with the Boone County County Counselor, may issue clauses appropriate for supply, service, or construction contracts, addressing among others the following subjects:
  - (a) the unilateral right of the County to order in writing changes in the work within the scope of the contract;
  - (b) the unilateral right of the County to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
  - (c) variations occurring between estimated quantities of work in contract and actual quantities:
  - (d) defective pricing;
  - (e) liquidated damages;
  - (f) specified excuses for delay of nonperformance;
  - (g) termination of the contract for default;
  - (h) termination of the contract in whole or in part for the convenience of the County of Boone; (i) suspension of work on a construction project ordered by the County; and
  - (j) site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:
    - (i) when the contract is negotiated
    - (ii) when the contractor provides the site or design; or
    - (iii) when the parties have otherwise agreed with respect to the risk of differing site conditions.
  - (2) Price Adjustments.
  - (a) Adjustments in price resulting from the use of contract clauses required by Subsection (1) of this Section shall be computed in one or more of the following ways:
    - (i) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
    - (ii) by unit prices specified in the contract or subsequently agreed upon;
    - (iii) by the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon:
    - (iv) in such other manner as the contracting parties may mutually agree; or
    - (v) in the absence of agreement by the parties, by a unilateral determination by the County of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the County, as accounted for in accordance with generally accepted accounting practices and subject to the provisions of Article 9 (Appeals and Remedies).
  - (b) A contractor shall be required to submit cost or pricing data if any adjustment in contracting price is subject to the provisions of Section 3-202 (Cost or Pricing Data).
- (3) Standard Clauses and Their Modification. The purchasing agent, after consultation with the Boone County County Counselor, may establish standard contract clauses for use in Boone County contracts. If the purchasing agent establishes any standard clauses addressing the

subjects set forth in Subsection (1) of this Section, such clauses may be varied provided that any variations are supported by a written determination that states the circumstances justifying such variations, and provided that notice of any such material variation be stated in the invitation for bids or request for proposals.

#### §3-303 Contract Administration.

A contract administration system designed to insure that a contractor is performing in accordance with the solicitation under which the contract was awarded, and the terms and conditions of the contract, shall be maintained by the administrative authority.

#### §3-304 Right to Inspect Plant.

The County may, at reasonable times, inspect the part of the plant, place of business, or work site of a contractor or subcontractor at any tier which is pertinent to the performance of any contract awarded or to be awarded by the County.

#### §3-305 Right to Audit Records.

- (1) Audit of Cost or Pricing Data. The County may at reasonable times and places audit the books and records of any contractor who has submitted cost or pricing data pursuant to Section 3-202 (Cost or Pricing Data) to the extent that such books, documents, papers, and records are pertinent to such cost or pricing data. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the subcontract or as otherwise provided by laws of the State of Missouri.
- (2) Contract Audit. The County shall be entitled to audit the books and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers, and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the subcontract or as otherwise provided by laws of the State of Missouri.

#### §3-306 Reporting of Anti-competitive Practices.

When for any reason collusion or other anti-competitive practices are suspected among any bidders or offerors, a notice of the relevant facts shall be transmitted to the state Attorney General and Boone County County Counselor.

#### §3-307 County Procurement Records.

(1) Retention of Procurement Records. All procurement records shall be retained and disposed of by the Boone County Clerk for the County in accordance with records retention guidelines and schedules approved by the Missouri Secretary of State.

#### **ARTICLE 4--SPECIFICATIONS**

#### §4-101 Maximum Practicable Competition.

All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the County's needs, and shall not be unduly restrictive. The policy enunciated in this Section applies to all specifications including but not limited to, those prepared for the County by architects, engineers, designers, and draftsmen.

#### §4-102 Brand Name or Equal Specification.

- (1) Use. Brand name or equal specifications may be used when the purchasing agent determines in writing that:
  - (a) no other design or performance specification or qualified products list is available;
  - (b) time does not permit the preparation of another form of purchase description, not including a brand name specification;
  - (c) the nature of the product or the nature of the County's requirements makes use of a brand name or equal specification suitable for the procurement; or
  - (d) use of a brand name or equal specification is in the County's best interests.
- (2) Designation of Several Brand Names. Brand name or equal specifications shall seek to designate three, or as many different brands as are practicable, as "or equal" references and shall further state that substantially equivalent products to those designated will be considered for award.
- (3) Required Characteristics. Unless the purchasing agent determines in writing that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specifications shall include a description of the particular design, functional, or performance characteristics which are required.
- (4) Nonrestrictive Use of Brand Name or Equal Specifications. Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

#### §4-103 Brand Name Specification

- (1) Use. Since use of a brand name specification is restrictive of product competition, it may be used only when the purchasing agent makes a written determination that only the identified brand name item or items satisfy the County's needs.
- (2) Competition. The purchasing agent shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section 3-105 (Sole Source Procurement).

#### ARTICLE 5

# POLICY FOR CONTRACTING FOR ARCHITECTURAL, ENGINEERING, AND LAND SURVEYING SERVICES (Revised 1/04 by Public Works)

It shall be the policy of Boone County, Missouri (the "County") to negotiate contracts for architectural, engineering and land surveying on the basis of demonstrated competence and qualifications at fair and reasonable prices. In order to implement this general policy, the following policies and procedures shall be applied:

- 1. GENERAL QUALIFICATIONS Only persons, firms, partnerships, corporations or other legal entities providing architectural, engineering and land surveying services (referred to in this policy as "Consultants") that are licensed or registered with their respective governmental agencies and are in good standing shall be permitted to contract with the County. In addition, all Consultants that contract with the County for professional services shall be required to maintain professional liability insurance and other standard business insurance coverages customarily maintained by businesses offering these professional services in such amounts and with such coverage as the County may from time-to-time determine necessary to assure the responsible performance of work and to protect the County and Consultants. The Consultants meeting these qualifications and who have shown an interest in performing services for the County, will be sent an annual General Consultant Services Agreement. (See Attachment A).
- 2. COUNTY REGISTRY OF CONSULTANTS The Boone County Public Works Department (the "Department") shall maintain a registry classified by category of Consultants interested in performing architectural, engineering and land surveying services for the County. Consultants may be listed in the County registry upon filing a statement of qualifications as prescribed in this policy.
- 3. STATEMENT OF QUALIFICATION Each Consultant desiring to be registered with the County for consideration in contracting with the County for architectural, engineering and land surveying services shall file a new or updated statement of qualifications before the close of each calendar year in accordance with this policy:
  - 3.1. Content of Statement of Qualifications Each statement of qualifications shall contain the following:
    - 3.1.1. Business Information Contain basic biographical information about the firm, including firm name and former firm names, address, date established, statement of business corganization, names of all owners, principles, partners and professional employees.

Staff Information – Contain resumes of each professional in the firm, including a description of experience, technical competence, and areas of expertise. The description should also include the number of ancillary

staff with job descriptions or titles and relevant experience available for assignment.

Registration and Licensing – Contain evidence of professional registration or licensing with the state of Missouri and, in the case of business entities which must be registered with the Secretary of State, current copies of registration and statements of good standing.

Work History – Contain a listing of all government agencies for which work was performed within the preceding two years and nature of services. In the event the Consultant seeking registry has not performed professional services for governmental entities, then the Consultant shall provide a listing of institutional or business clients for whom work has been performed in the preceding two years. If references are unavailable, then the Consultant seeking registration shall provide a detailed explanation of why references are not available.

3.1.2 Subcontractors – Contain a listing of subconsultants or subcontractors normally retained by Consultant to perform work not customarily performed by the Consultant. Relevant descriptions of expertise of subcontractors should be included when appropriate.

Project Listing – Contain a listing of completed and pending projects in which the consultant was or is the primary provider of professional services or manager of the project.

Insurance – Contain evidence of insurance coverages and amounts carried by the Consultant as required by the general qualifications for County Consultants.

- 3.1.3 Quality Controls Contain a description of internal quality control and assurance procedures used to verify accuracy and reliability of work product.
- 3.2 Registry Information The Registry of Consultants shall be open to the public for inspection. Consultants which do not annually update statements of qualifications may remain on the registry at the discretion of the Department but need not be considered nor have the right to make claim of entitlement to be considered for performing contract work with the County. It shall be the responsibility of each Consultant to maintain a current statement of qualifications.
- 4. SELECTION OF CONSULTANTS Consultants shall be selected for ongoing general consulting services on an "as needed" basis, for planning, feasibility studies, surveys, cost estimating, and other related work not currently designated or funded for capital improvement expenditures and for professional services on specific projects which are

designated or funded for current or future capital improvements. Consultants shall be selected for each category in the following manner:

- 4. l General Consulting Services - The Department shall select, contact and written work requests or proposals from one or more Consultants listed on the County Registry of Consultants that have executed a county general consultant services agreement for the current fiscal year. Written proposals from such consultants shall contain information necessary to evaluate the Consultant's current ability to efficiently deliver required services in a timely manner. Proposals shall include the following information consistent with the general consultant services agreement: a written proposal responsive to the Department's request for services or proposal with the same or greater level of specificity required by the request for services or proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services, time or schedule for completion, the cost of services, and the basis of billing. After evaluation on the basis of the foregoing criteria and any other information which the Department has gathered, the Department shall negotiate a contract for services and forward to the County Commission its recommendation for selection of a Consultant for general service and the applicable contract for the specific work. The County Commission may also procure general consulting services in the manner prescribed by this policy.
- 4.2 Capital Improvement Project Consultant Services For professional services on specific projects for which the fees are estimated to exceed \$60,000, the Consultant shall be selected in the following manner: the Department shall contact a sufficient number of Consultants from the County Registry of Consultants in order to identify Consultants both qualified and available to perform needed work and to insure that two (2) or more written proposals will be received for the proposed project. The Department shall send written requests for proposals to all of those Consultants who, in the opinion of the Department, possess the necessary qualifications, capacity and ability to perform the professional services required by the County in an efficient and timely manner and who are available to perform such services. Consultant proposals to the County shall be returned to the County no later than 3 weeks from receipt and shall include, at a minimum, the following information to the extent not included in the Consultant's current statement of qualifications on file with the County:
  - 4.2.1 Experience The professional experience and technical competence with respect to the type of services required.

Performance Ability – The ability and capacity to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project.

Past Performance Record – The Consultant's past record of performance with respect to such factors of cost, quality of work, and ability to meet schedules.

Proposal – The Consultant's proposal for doing the work, including description of included and excluded services, in accordance with the criteria established in the request for proposal.

Fees and Expenses – A fee proposal including estimates of professional fees, the basis for the proposed fees, proposed schedule for payment, and identification and estimate of reimbursable expenses and other costs associated with proposed services.

Insurance Coverage – Evidence of current professional liability insurance coverages and amounts of coverage unless specific insurance requirements are specified in the request for proposal, in which case evidence that these requirements are satisfied.

- 5. PROPOSAL EVALUATIONS A selection committee consisting of the Director of Public Works, Manager of Design and Construction, and the Department's Project Engineer will review the proposals that exceed \$60,000 for the Capital Improvement Projects. The Committee shall investigate and evaluate the proposals received and may conduct screening interviews or conferences in person or by telephone to make a short list of Consultants with whom contract negotiations may be conducted. Preference may be given to Consultants who have previously performed work in connection with the proposed project. On the basis of the Committee's investigation and evaluation of the proposals, the Department will list the Consultants in order of qualifications and ability to perform the desired work at a fair and reasonable price in order to negotiate a mutually satisfactory contract for professional services.
- 6. CONTRACT NEGOTIATIONS Regardless of the nature of services sought, the first selected Consultant shall be requested to interview with the Committee to define the scope of services to be provided and to establish the compensation as well as other elements or requirements for the work. The Consultant's fees and expenses for the work shall also be negotiated on the basis of what amounts are mutually agreed upon to be fair and reasonable. The committee will make its recommendation to the Department director. A contract shall be prepared on the basis of these discussions and negotiations by either the Department or County Counselor which, once finalized, shall be submitted to the County Commission for award and final approval. If after reasonable effort as determined by the Department a contract cannot be negotiated, the negotiations with the first designated Consultant shall be terminated and negotiations shall be started with the next selected Consultant meeting the County's requirement.

- 7. CONTRACT AWARDS If the Department is able to successfully negotiate the terms and conditions of a contract with the Consultant it shall recommend award of the contract to the Consultant by the County Commission which shall be the contracting party. In the event the County Commission declines award to the recommended Consultant, the Department shall negotiate a contract and recommend award to the next succeeding qualified Consultant until contract is awarded.
- 8. WAIVER OF POLICY REQUIREMENTS The Department may in its sole discretion waive any of the procedural requirements set forth in this policy in cases of emergency, exigent circumstances or other circumstances warranting waiver as long as the reasons for waiver are documented in writing; upon timely request of any party objecting to the waiver, the waiver shall be reviewed and approved by the County Commission.
- 9. CONSULTANT DISQUALIFICATION Any Consultant which in the opinion of the Department is not qualified to perform work for the County, or is not financially solvent or responsible, or which violates any term or condition of this policy or substantially or repeatedly fails to perform any term or condition of a contract with the County deemed material by the Department may be disqualified from contracting with the County and will be notified of such disqualification in writing. Any Consultant aggrieved by any decision of the Department disqualifying the Consultant from contracting with the County may appeal such decision to the County Commission within ten (10) days of the rendition of such decision.

#### Professional Service Agreements up to \$4,500

Per Commission Order #179-2001

The Director of Public Works has been granted the authority to enter into professional service agreements for roadway and building improvement in an amount up to \$4,500, and authorize additional services up to 10% or \$4,500 whichever is less per contract. Professional service agreements in excess of \$4,500 will be allowed relating to traffic analysis only. Done this 17<sup>th</sup> day of April, 2001.

- A Request for Proposal is issued by the Department of Public Works to a qualified vendor holding a general contract with the County via the Qualifications Based Selection Process.
- The Vendor returns a proposal defining the scope of work to the Department of Public Works.
- 3. The Department will forward the proposals to the County attorney who will prepare TWO original contracts.
- 4. The original contracts are returned to the Department for the Director's signature. The Department will prepare a Purchase Requisition to be attached to the contract.

- 5. The two original contracts with the Director's signature and the Purchase Requisition are then forwarded to the Auditor's office. The Auditor will certify funds and issue a Purchase order.
- 6. All documents will then be forwarded back to the Department of Public Works.
- 7. A temporary copy will be made of the contract and retained at Public Works, while the two originals and the vendor copy of the Purchase Order are sent back to the Vendor for signature. The Vendor may use the P.O. as a Notice to Proceed.
- 8. One signed original to replace the temporary copy is to be returned to the Department of Public Works for retention in the Road file.
- 9. A copy of the contract and P.O. is sent to the liaison commissioner to report at the regular commission meeting.

#### **VOCA CERTIFIED ASSURANCES**

AGENCY NAME: Boone County Prosecuting Attorney

PROJECT TITLE: Victim Response Team

#### I'he Subgrantee is subject to compliance with the following assurances:

- 1. Laws, Orders, Circulars and Regulations: The Subgrantee agrees to comply, and assure that 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 (VOCA) of 1984, 42 U.S.C. 10603 (a)(2) and (b)(1) and (2) and the applicable Program Guidelines and Regulations; the Missouri Department of Public Safety VOCA Request for Proposal and Application Packet for the specified contract period; the financial and administrative requirements set forth in the current edition of the Office of Justice Programs Financial Guide; and all other applicable federal and State laws, orders, circulars or regulations as they pertain to the use of VOCA and match funds.
- 2. Services to Battered Women and their Children: The Subgrantee, if providing services to battered women and their children through this contract, shall comply with the service standards and guidelines set forth by the Missouri Coalition Against Domestic and Sexual Violence Service Standards and Guidelines for Domestic Violence Programs, as they relate to the provision of services required herein.
- 3. Civil Rights information: The Subgrantee agrees to collect and maintain information on race, sex, national origin, age, and disability of recipients of assistance, where such information is voluntarily furnished by those receiving assistance.
- 4. Coordination of activities: The Subgrantee shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.
- 5. **Non-Supplantation:** The Subgrantee assures that federal VOCA 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).
- 6. **Data Collection:** The Subgrantee 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, Office of Justice Programs.
- 7. Access to Records: The Subgrantee authorizes the Missouri Department of Public Safety and/or the Office for Victims of Crime and/or the Office of the Comptroller, and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.
- 8. **Equal Employment Opportunity Program:** The Subgrantee assures that, if required to formulate an Equal Employment Opportunity Program (EEOP) 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 EEOP on file that meets the requirements therein.
- 9. **Discrimination Prohibited:** The Subgrantee 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) which prohibits discrimination in federally funded programs on the basis of race, color, national origin, religion or sex; Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, or nation origin (includes limited English proficiency LEP) in federally funded programs; Section 504 of the Rehabilitation Act of 1973, as amended which prohibits discrimination in federally funded programs on the basis of disability; Subtitle A, Title II of the Americans with Disability Act (ADA) (1990) which prohibits discrimination on the basis of disability; Title IX of the Education Amendments of 1972 which prohibits discrimination in federally funded programs on the basis of sex; the Age Discrimination Act of 1975 which prohibits discrimination in federally funded programs on the basis of age; 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.

The Subgrantee 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 (including limited English proficiency), age, disability or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights (OCR) of the Office of Justice Programs, U.S. Department of Justice.

10. Limited English proficiency (LEP): The Subgrantee assures that, in accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). "Meaningful access" will generally involve some combination of oral interpretation services and written translation of vital documents.

- 11. Faith-based Organizations: Such organizations applying for and receiving federal funds must ensure that services are offered to all crime victims without regard to religious affiliation, that federal funds are not used for inherently religious activities that these activities must be held separately from the federally funded activities and that the receipt of services is not contingent upon participation in a religious activity or event.
- 12. **Historic Preservation Act:** Subgrantees must be in compliance with the National Historic Preservation Act (16 USC 470) stating that you must consult the State Historic Preservation Officer to identify protected properties and agree to avoid or mitigate adverse effects to such properties.
- 13. Fair Labor Standards Act: All recipients of federal funds will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
- 14. Client-Counselor Confidentiality: The Subgrantee assures that they will maintain confidentiality of client-counselor information as required by state and federal law
- 15. Confidentiality of Research Information: The Subgrantee 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.
- 16. Injury or Damage: The Subgrantee agrees that they will be responsible for any and all injury or damage as a result of any service rendered under the terms and conditions of the contract. In addition to the liability imposed upon the Subgrantee on the account of personal injury, bodily injury (including death) or property damage suffered as a result of the Subgrantee's performance under the contract, the Subgrantee assumes the obligation to save the Department of Public Safety (DPS) and the Office of the Director, including its officers, employees and representatives, harmless and to indemnify DPS and the Office of the Director, including its officers, employees and representatives, from every expense, liability or payment arising out of such negligent act. The Subgrantee also agrees to hold DPS and the Office of the Director, including its officers, employees and representatives, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Subgrantee under the terms of the contract.
- .7. Relationship: The Subgrantee agrees that they will represent themselves to be an independent Subgrantee offering such services to the general public and shall not represent themselves or their employees to be employees of the Office of the Director or the Department of Public Safety. Therefore, the Subgrantee shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agree to indemnify, save, and hold the Office of the Director and the Department of Public Safety, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 18. Law Enforcement Certification: If the Subgrantee is a law enforcement agency, the Subgrantee 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."
- 19. Uniform Crime Reporting and Racial Profiling: If the Subgrantee is a law enforcement agency, the Subgrantee 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.
- 20. Victims' Rights Compliance: The Subgrantee 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).
- 21. Criminal Activity: The Subgrantee 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 offense 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 offense.
- 22. Renewal: 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.

- 23. Fund Availability: 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.
- 24. **Termination of Award:** 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 Subgrantee. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subgrantee under the contract shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri. The Subgrantee shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
- 25. **Annual Performance Report:** The Subgrantee agrees to provide information on the activities supported and an assessment of the effects that the VOCA victim assistance funds have had on services to crime victims for a one year period October 1 through September 30. This information will be submitted annually on the DPS "VOCA Annual Performance Report" no later than October 15 of each year.

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

Project Direct

DPS 04/08

Authorized Official

### **AUDIT REQUIREMENTS**

As a recipient of funds through the Missouri Department of Public Safety, you ARE required to submit a copy of your agency's audit for the period covered by this contract.

- An audit is required for the agency fiscal year, when **State** financial assistance, (which consists of funds received directly from the State of Missouri, but does not include federal pass-through funds), of **\$100,000** or more is expended by the applicant agency.
- An audit is required for the agency fiscal year, when **Federal** financial assistance, (which consists of funds received from the Federal Government or federal funds passed through state agencies), of \$500,000 or more is expended by the applicant agency.
- No audit of any type is required when **STATE** financial assistance of less than \$100,000 or **FEDERAL** financial assistance of less than \$500,000 is expended. However, the recipient must maintain detailed records on grant activity required for such grants.

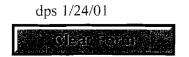
This section must be completed **even if your agency is not required** to submit an audit to the Missouri Department of Public Safety

1. Date of last audit: 17706	2. Date(s) covered by last audit: 1/1/07-12/31/07
3. Last audit performed by: KPMG Limit	ted Liability Partnership
Phone number of auditor: _(314) 244-4	024
4. Date of next audit: 1/1/09	5. Date(s) to be covered by next audit: 1/1/08-12/31/08
6. Next audit will be performed by: Rubi	nBrown LLP. St. Louis, Missouri
Phone number of auditor: (314) 290-33	300
7. Total amount of funds received from <u>AL</u>	<u>L</u> entities <u>INCLUDING</u> the Department of Public Safety
Federal Amount: \$ 1,798,406.00	State Amount: \$ 2,901,691.00
	its all state agencies, third class counties, and all judicial circuits. First, her local political subdivisions and not-for-profit agencies must make o perform an audit.
Signed: (Authorized Official)	Date: <u>5/28/09</u>
Agency: Boone County Commission	Phone: (573) 886-4305

## REPORT OF EXPENDITURES AND CHECK PAYEE INFORMATION

The following information is necessary if your agency receives a contract from the Missouri Department of Public Safety

Expenditures a	Iress of the individual who will be responsible for completing the Monthly Report of and Request for Reimbursement. (The Monthly Report of Expenditures and Request ment will be mailed to this individual each month.)				
NAME:	Bonnie J. Adkins				
AGENCY:	Boone County Prosecuting Attorney				
ADDRESS:	705 E. Walnut Street				
	Columbia, MO 65201-4485 (Include city, state, and zip)				
TELEPHONE:	_( 573 ) 886-4112 FAX NUMBER: (573) 886-4148				
E-MAIL ADD	RESS: badkins@boonecountymo.org				
individual's name, only the name and address of the agency to which the check must be made payable. (Example: City of Jefferson City, NOT Jefferson City Police Department)  AGENCY:  Boone County Prosecuting Attorney  705 E. Walnut Street					
	Columbia, MO 65201-4485 (Include city, state, and zip)				
	ess of the individual to whom the check needs to be mailed. (The check will be mailed individual each month.)				
NAME:	Kay Murray				
AGENCY:	Boone County Treasurer				
ADDRESS:	801 E. Walnut Street Room 112				
	Columbia, MO 65201 (Include city, state, and zip)				
TELEPHONE:	(				
E-MAIL ADDR	RESS: kmurray@boonecountymo.org				





#### U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS OFFICE OF THE COMPTROLLER

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulatioons implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

#### (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Daniel K. Knight	
Name and Title of Authorized Representative	
Daniel K, Knight	5-28-09
Signature	Date
Boone County Prosecuting Attorney	
Name of Organization	
705 E. Walnut Street, Columbia, Missouri 65201	
Address of Organization	



## The Shelter

For Victims of Domestic Violence and Sexual Assault
P.O. Box 1367 Columbia, MO 65205-1367

Main Office Phone: (573) 875-0503 Main Office Fax: (573) 875-0518

Shelter Office Phone: (573) 875-1369 Shelter Office Fax: (573) 817-1280

Shelter Hotline: (573) 875-1370 or (800) 548-2480

www.boonecountysafeshelter.com

May 13, 2009

Missouri Department of Public Safety Office of the Director P.O. Box 749 Jefferson City, MO 65102-0749

**VOCA Review Panel:** 

Comprehensive Human Services Inc., The Shelter strongly supports The Boone County Prosecuting Attorney's Office VOCA funding application for the 2009-10 funding period. As part of the DOVE Unit, both The Shelter and the Prosecuting Attorney's Office work together on a frequent basis. Their level of professionalism and the willingness to work for the greater good of the victim are evident.

Mark Koch, the Prosecuting Attorney's Office Victim Specialist, has provided excellent service to victims of domestic violence in the Boone County area. He is proactive in securing crime victim's compensation for victims referred through The Shelter. In addition, he has worked and continues to work with The Shelter on specific cases involving shared clientele; participated in and provided cross training to staff and volunteers; worked to enhance and improve the DOVE Unit's collaborative effect; and brainstormed ways to increase community awareness of the issues involved in domestic violence.

The Shelter strongly believes that the established working relationship between our two organizations is important to reducing the incidence of domestic violence through the coordinated community response approach. If you have any questions or need additional information, please contact me at (573) 875-0503. Thank you for your consideration of the Boone County Prosecuting Attorney's Office' request for VOCA funding.

Sincerely,

E. Leigh Voltmer Executive Director

ELV/jlg











1611 Towne Drive Columbia, MO 65202 (p) 573 474 6600 (f) 573 474 5992 www.Rainbowhousecolumbia.org

May 20, 2009

Missouri Department of Public Safety Office of the Director Post Office Box 749 Jefferson City, MO 65102

RE: Letter of Collaboration – Crime Victim Specialist Boone County Prosecutor's Office

Dear VOCA Grant Review Committee:

This letter of collaboration is being sent on behalf of the Boone County Prosecuting Attorney's Office and their request for VOCA funding for the Crime Victim Specialist.

Rainbow House works closely and collaboratively with the Victim Specialist, Mark Koch. The Family Advocate at our agency has requested guidance from Mark when working with families in crisis. It is Mark who has educated our Family and Child Advocates throughout the past years regarding compensation for crime victims and their families and how to access the funds. Mark is a respected member of our Boone County Investigative team as well as the Interagency Council on Child Abuse and Neglect (ICAN). Mark can be relied on to assist our staff, and we would not hesitate to contact him.

Those who choose to serve crime victims are challenged daily to provide emotional support, effectively communicate with all socio-economic groups, remain current with legal and judicial information, and assist with resources for families while maintaining an approachable and professional manner. Mark successfully fulfills the role as Crime Victim Specialist and provides an effective voice for crime victims in our community.

We fully support the efforts of the Boone County Prosecutor's Office, Crime Victim Specialist, and encourage you to favorably consider their request for VOCA funding.

Sincerely,

Kim Stewart, Forensic Interviewer

Kristi Turner, LCSW, Clinical Coordinator

Johanna Oldham, Family and Child Advocate

May 13, 2009

Missouri Department of Public Safety Office of the Director P.O. Box 749 Jefferson City, MO 65102-0749

Dear VOCA Review Panel:

We are writing to support The Shelter's request for Victims of Crime Act (VOCA) funding for their Early Assessment/intervention services provided to victims of domestic violence and sexual assault. The Shelter assists victims in identifying and working on issues that make leaving a violent relationship difficult including poverty, lack of job skills, lack of education, parenting needs, mental illness, substance abuse, and the inability to secure housing.

We know first hand the critical role The Shelter plays in providing early assessment and intervention services for victims of domestic violence. The Shelter is a part of the DOVE Unit, a collaborative effort comprised of prosecuting attorneys, victim advocates, and police investigators. Combining these entities has created a powerful force within our community and each organization provides a vital role in this unique and effective collaboration. The DOVE unit has and will continue to utilize The Shelter's resources outside the scope of the DOVE Victim Advocate. Shelter personnel who provide early assessment and intervention services are also vital to this community's fight against domestic violence. We strongly urge you to consider The Shelter for continued funding and hope you will approve their application.

If you have any questions or need additional information, please do not hesitate to call.

Sincerely.

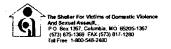
Sheriff Dwayne Carey

Boone County Sheriff's Debartment

Chief Kenneth M. Burton Columbia Police Department

Dan Knight, Prosecuting Attorney

**Boone County Office** 











Daniel K. Knight Boone County Prosecuting Attorney Boone County Prosecuting Attorney 705 E. Walnut Columbia, MO 65201-4485

Office (573) 886-4100 Fax (573) 886-4148

## **Victim Services Survey**

We need your help in evaluating our services to victims of crime in Boone County. Please take a few minutes to answer the following questions about your contact with our office. All responses will be kept confidential. We appreciate your assistance as we try to improve the quality of our services to victims of crime in our community.

**Instructions:** Please rate your answers on a scale from 1 to 5. "1" is the least favorable response and "5" is the most favorable response. Choose "N/A" if the question does not apply to you or your experience.

Victim Serv	rices Survey—	<del></del>			
1	2	3	4	5	
Least Fav	orable		Mos	t Favorable	
			Advoca	te	
1. Enter th	e name of the	advocate yo	ou worked wi	th:	
2. The adv	ocate made e	very effort to	o work with n	ne.	Choose
	rmation maile ent) was helpf		etter & Victin	n Impact	Choose 😿
4. The adv	ocate worked	with me via:	: (sel <b>e</b> ct all th	nat apply)	☐ letter ☐ phone conversation ☐ personal conversation
5. I felt tha		the advocate	e if I needed	anything or had	Choose 🛣
	only if application because:	able.) I chos	e not to rece	ive advocate	
6.					
Limit of	500 character	s: 500			
Enter the	name of the p	prosecutor as	Assistant Pros		
. The prose		siderate in h	is/her manne	er towards me.	Choose Choose

4. I felt that I could talk to the prosecutor at anytime.	Choose 💌
5. (Answer only if applicable.) The prosecutor was helpful even though I decided not to participate in the prosecution of the defendant.	Choose 🛨
Additional Information	
Please add comments or suggestions that you have to help us improve our service to victims of crime. Your feedback is very important to us!	2
1.	
<b>★</b>	
Limit of 500 characters: 500	
2. Age:	
3. Ethnic Origin:	Choose
4. Gender:	⊂ male ⊂ female
Final Step	
Please type the letters shown below into the "Enter Code" input box before submitting your survey. The code is <i>not</i> case sensitive.	
Audio:	
Enter Code:	
	Submit

# Boone County Prosecuting Attorney Performance Evaluation

EMPLOYEE: N	Mark Koch	DATE:	2008
JOB TITLE:	Victim Specialist	SUPERV	/ISOR: Ruby Marsden
THE EMPLOYEE	IS EVALUATED ON A SCALE OF 1-5 WITH 1 BEING	<u>UNACCEPT</u>	ABLE WITH 5 BEING EXCELLENT:
EFFICIENT USE	OF TIME= 5		•
PROMPT COMP	LETION OF WORK ASSIGNMENTS= 5		
ORGANIZATION	AL SKILLS AND ATTENTION TO DETAIL= 5		
JUDGMENT SKI	LLS WITH REGARD TO CASES AND/OR ASSIGNMEN	ITS HANDL	<u>ED= 5</u>
WILLINGNESS T	O IMPROVE= 5		
WORK PRODUC	T GENERALLY= 5		
LACK OF ABSEN	ITEEISM= 5		
RELATIONS WIT	H VICTIMS AND WITNESSES= 5		
RELATIONS WIT	H CO-WORKERS INCLUDING COURTESY TO CO-WO	RKERS AN	D TEAMWORK SKILLS= 5
RELATIONS WIT	H THE GENERAL PUBLIC INCLUDING POLICE, JUDG	<u>ES, DEFEN</u>	ISE ATTORNEYS, ETC= 5
JUDGMENT SKII	LS GENERALLY= 5		
SUPERVISOR	COMMENTS:		
always patient a and is cooperation	dent and knowledgeable about victim related law. Indunderstanding when dealing with victims. He get we with me at all times. He accepts criticism well an s very good problem solving skills and makes decisi	s along we d makes e	ell with his co-workers and attorneys, very effort to resolve any issue that may
Mark continues	to be a valued member of this office.		
EMPLOYEE CO	OMMENTS:		
			_ <del></del>

The signing of this evaluation form does not necessarily indicate agreement with the ratings and comments, only that the contents have been read. The employee will be given an opportunity to discuss this evaluation with the supervisor if the employee wishes.

Supervisor's Signature: John March. Date: 1-6-09

## Boone County Prosecuting Attorney Performance Evaluation

EMPLOYEE: J	oyce Thomasson	DATE: 2008
JOB TITLE:	Victim Assistant	SUPERVISOR: Ruby Marsden
THE EMPLOYEE	IS EVALUATED ON A SCALE OF 1-5 WITH 1 E	BEING UNACCEPTABLE WITH 5 BEING EXCELLENT:
EFFICIENT USE	OF TIME= 5	
PROMPT COMPI	ETION OF WORK ASSIGNMENTS= 5	
ORGANIZATION/	AL SKILLS AND ATTENTION TO DETAIL= 5	<u>.</u>
JUDGMENT SKII	LIS WITH REGARD TO CASES AND/OR ASSIG	NMENTS HANDLED= 5
WILLINGNESS T	O IMPROVE= 5	
WORK PRODUC	GENERALLY= 5	
LACK OF ABSEN	TEEISM≈ 5	
RELATIONS WIT	H VICTIMS AND WITNESSES= 5	
RELATIONS WIT	H CO-WORKERS INCLUDING COURTESY TO (	CO-WORKERS AND TEAMWORK SKILLS≔ 5
RELATIONS WIT	H THE GENERAL PUBLIC INCLUDING POLICE	JUDGES, DEFENSE ATTORNEYS, ETC= 5
<u>JUDGMENT SKII</u>	LS GENERALLY= 5	
SUPERVISOR	COMMENTS:	
cooperative, and	mely hard worker and requires virtually no su efficient. She is always patient and underst rly everyday with a willing attitude and gets a	•
Joyce continues	to be an asset to this office.	
EMPLOYEE C	OMMENTS:	
The signing o	f this evaluation form does not nece:	ssarily indicate agreement with the ratings and
		The employee will be given an opportunity to
	valuation with the supervisor if the e	
Employee's S	ignature Juga Jamason-	Date: 1-6-2009
Supervisor's	Signature: Baly M	Date: 1-6-2009  Date: 1-6-2009

### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	ea.	April Session of the Ap	Term. 20	09	
<b>County of Boone</b>					
In the County Commission	of said county, on the	16 <sup>th</sup>	day of April	20	09

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 Violence Against Women Act Grant Application.

Done this 16<sup>th</sup> day of April, 2009.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

トルーよりひす P.O. Box 749

Jefferson City, Missouri 65102

Phone: (573) 526-1464

Contractor Name

#### Boone, County of

Project Title

#### Violence Against Women Recovery Act Project

Contract Period

FROM< 07/01/09

TO<

< 04/30/11

State/Federal Funds Awarded

\$224,714.00

Contract Number

R2009-VAWA-0002

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.

Authorized Official

Date

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

July 1, 2009

Award Date

-44 ( - 1 T) 27 ...

#### VAWA CERTIFIED ASSURANCES and SPECIAL CONDITIONS

AGENCY NAME: Boone, County of

PROJECT TITLE: Violence Against Women Recovery Act Project

#### The Subgrantee is subject to compliance with the following assurances and conditions:

#### Laws, Orders, Circulars and Regulations:

The Subgrantee agrees to comply, and assure that all its subcontractors will comply, with the applicable provisions of Sections 2001 through 2006 of the Omnibus Crime Control and Safe Streets Act of 1968, as amended by Title IV, section 40121 of the Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322; the Violence Against Women Act of 2000, P.L. 106-386, the Reauthorized Violence Against Women Act of 2005, P.L. 109-162; the applicable Program Guidelines and Regulations; the Missouri Department of Public Safety STOP VAWA Request for Proposal and Application Packet for the specified contract period; the financial and administrative requirements set forth in the current edition of the Office of Justice Programs Financial Guide; and all other applicable federal and State laws, orders, circulars or regulations as they pertain to the use of STOP VAWA and match funds.

#### Services to Victims of Domestic and/or Sexual Violence, their children and Batterer Intervention Programs:

The Subgrantee, if providing services to victims of domestic and/or sexual violence, their children and Batterer Intervention Programs through this contract, shall comply with the service standards and guidelines set forth by the Missouri Coalition Against Domestic and Sexual Violence Service Standards and Guidelines for Domestic Violence Programs, Sexual Violence Programs and/or Batterer Intervention Programs, as they relate to the provision of services required herein.

#### Civil Rights Information:

The Subgrantee agrees to collect and maintain information on race, sex, national origin, age, and disability of recipients of assistance, where such information is voluntarily furnished by those receiving assistance.

#### **Coordination of Activities:**

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

#### Non-Supplantation:

The Subgrantee assures that federal 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).

#### **Data Collection:**

The Subgrantee 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, Office of Justice Programs.

#### Audit Requirement:

An audit is required for the **Agency** fiscal year when **FEDERAL** financial assistance (which consists of **ALL** funds received the Federal Government or federal funds passed through state agencies), of \$500,000 or more is expended by the applicant agency. If an audit is required, applicant assures that such audit will be submitted to the MO Dept. of Public Safety, Office of the Director. If applicant receives multiple grants through the MO Dept. of Public Safety and a current audit has already been submitted, a letter from applicant with the corresponding audit dates can be submitted in lieu of a copy of the audit.

#### **Generated Income:**

The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purposes under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be shown on the monthly report.

#### **Timesheets Requirement:**

The applicant assures that, **all** project personnel funded through the STOP grant (federal or local funds) will maintain timesheets that detail 100% of their time along with the activities/services provided. These timesheets must be provided to DPS personnel upon request.

#### Access to Records:

The Subgrantee authorizes the Missouri Department of Public Safety and/or the Office on Violence Against Women and/or the Office of the Comptroller, and its representatives, access to and the right to examine all records, books, paper or documents related to this grant.

#### **Equal Employment Opportunity Program:**

The Subgrantee assures that, if required to formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 CFR 42.301-308 et.seq., it will submit a certification to the Missouri Department of Public Safety that it has a current EEOP on file that meets the requirements therein.

#### Drug-Free Workplace Act of 1988:

The Subgrantee assures that it will comply, and all its subcontractors will comply, with the Drug-Free Workplace Act of 1988. The Law further requires that all individual contractors and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.

#### Lobbying:

Subgrantee understands and agrees that it cannot use any federal or state funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

Applicants for DPS awards with total costs expected to exceed \$100,000 are required to certify that (1) they have not made, and will not make, such a prohibited payment, (2) they will be responsible for reporting the use of non-appropriated funds for such purposes, and (3) they will include these requirements in consortium agreements and contracts under grants that will exceed \$100,000 and obtain necessary certifications from those consortium participants and contractors.

DPS appropriated funds may not be used to pay the salary or expenses of an employee of a grantee, consortium participant, or contractor or those of an agent related to any activity designed to influence legislation or appropriations pending before Congress or any State legislature.

#### Discrimination Prohibited:

The Subgrantee 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 (c), or the Victims of Crime Act (as applicable) which prohibits discrimination in federally funded programs on the basis of race, color, national origin, religion or sex not only in respect to employment practices but also in the delivery of services or benefits; Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, or nation origin (includes limited English proficiency – LEP) in federally funded programs; Section 504 of the Rehabilitation Act of 1973, as amended which prohibits discrimination in federally funded programs on the basis of disability; Subtitle A, Title II of the Americans with Disability Act (ADA) (1990) which prohibits discrimination on the basis of disability; Title IX of the Education Amendments of 1972 which prohibits discrimination in federally funded programs on the basis of age; 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.

The Subgrantee 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 (including limited English proficiency), age, disability or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights (OCR) of the Office of Justice Programs, U.S. Department of Justice for review.

#### Limited English proficiency (LEP):

The Subgrantee assures that, in accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). "Meaningful access" will generally involve some combination of oral interpretation services and written translation of vital documents.

#### Faith-based Organizations:

Such organizations applying for and receiving federal funds must ensure that services are offered to all crime victims without regard to religious affiliation, that federal funds are not used for inherently religious activities — that these activities must be held separately from the federally funded activities and that the receipt of services is not contingent upon participation in a religious activity or event.

#### **Historic Preservation Act:**

Subgrantees must be in compliance with the National Historic Preservation Act (16 USC 470) stating that you must consult the State Historic Preservation Officer to identify protected properties and agree to avoid or mitigate adverse effects to such properties.

#### 'air Labor Standards Act:

All recipients of federal funds will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

#### Injury or Damage:

The Subgrantee agrees that they will be responsible for any and all injury or damage as a result of any service rendered under the terms and conditions of the contract. In addition to the liability imposed upon the Subgrantee on the account of personal injury, bodily injury (including death) or property damage suffered as a result of the Subgrantee's performance under the contract, the Subgrantee assumes the obligation to save the Department of Public Safety (DPS) and the Office of the Director, including its officers, employees and representatives, harmless and to indemnify DPS and the Office of the Director, including its officers, employees and representatives, from every expense, liability or payment arising out of such negligent act. The Subgrantee also agrees to hold DPS and the Office of the Director, including its officers, employees and representatives, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Subgrantee under the terms of the contract.

#### **Printed Materials:**

All materials and publications (written, visual, or sound) resulting from award activities shall contain the following statements: "This project was supported by Grant No. \_\_\_\_\_\_ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women.

#### Relationship:

The Subgrantee agrees that they will represent themselves to be an independent Subgrantee offering such services to the general public and shall not represent themselves or their employees to be employees of the Office of the Director or the Department of Public Safety. Therefore, the Subgrantee shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agree to indemnify, save, and hold the Office of the Director and the Department of Public Safety, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

#### Law Enforcement Certification:

- 1. If the Subgrantee is a law enforcement agency, the Subgrantee 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."
- 2. The applicant assures that, if this project is intended for 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:
  - A) Submit crime incident reports to the Department of Public Safety on forms or in the format prescribed by the department; and
  - B) 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."

3. The applicant assures that, if the project is intended for 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.

#### Criminal or Civil Filings:

The Subgrantee assures that its laws, policies, and practices do not require, in connection with the prosecution of any misdemeanor or felony domestic violence offense, or in connection with the filing, issuance, registration, or service of a

protection order or a petition for a protection order, to protect a victim of domestic violence, stalking or sexual assault, that the victim bear the costs associated with the filing of criminal charges against the offender, or the costs associated with the filing, issuance, registration, or service of a warrant, protection order, petition for a protection order or witness subpoena, whether issued inside or outside this state.

#### Forensic Medical Exams:

To the extent funds are not available from other sources, the state, must incur the full out-of-pocket cost of forensic medical exams for victims of sexual assault. No State, territory, Indian tribal government, unit of local government, or another governmental entity shall require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam, reimbursement for charges incurred on account of such an exam, or both.

#### Polygraph/Voice Stress Analysis:

No prosecuting or circuit attorney, peace officer, governmental official, or employee of a law enforcement agency shall request or require a victim of sexual assault under section 566.040 or forcible rape under section 566.030 to submit to any polygraph test or psychological stress evaluator exam as a condition for proceeding with a criminal investigation of such crime.

#### **Court Records:**

After August 28, 2007, any information contained in any court record, whether written or published on the Internet, that could be used to identify or locate any victim of sexual assault, domestic assault, stalking, or forcible rape shall be closed and redacted from such record prior to disclosure to the public. Identifying information shall include the name, home or temporary address, telephone number, social security number or physical characteristics.

#### Victims' Rights Compliance:

The Subgrantee 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).

#### **Consultation with Victim Services:**

Prosecution, law enforcement and court based applicants must consult with tribal, territorial, State, or local victim service programs during the course of developing their grant applications in order to ensure that the proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality and economic independence of victims of domestic violence, sexual assault, stalking and dating violence.

#### Nondisclosure of confidential or Private Information:

Subgrantees may not disclose personally identifying information about victims served with OVW STOP funds without a written release unless the disclosure of the information is required by a statute or court order. This applies whether the information is being requested for an OVW grant program or another Federal agency, state, tribal, or territorial grant program. This provision also limits disclosures by OVW Subgrantees to OVW grantees, including disclosures to statewide or regional databases.

#### **Criminal Activity:**

The Subgrantee 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 offense 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 offense.

#### Renewal:

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.

#### Fund Availability:

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.

#### Match:

State and local units of government are required to provide 25% of the total project cost as match. Match may be provided in the form of cash or in-kind match. All funds designated as match are restricted to the same uses as the STOP program funds and must be expended within the grant period. Match must be provided on a project-by-project basis. Matching funds are not required for any victim service provider; however, victim service providers may voluntarily provide match on the STOP grant.

#### RECOVERY ACT - Conflict with Other Standard Terms and Conditions:

The subgrantee understands and agrees that all other terms and conditions contained in this award, or in applicable DPS grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here that specifically implement the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA" or "Recovery Act") requirements. Recipients are responsible for contacting DPS for any needed clarifications.

#### **RECOVERY ACT: One Time Funding**

One-time funding the subgrantee understands and agrees that awards under the Recovery Act will be one-time awards and accordingly that its proposed project activities and deliverables are to be accomplished without additional DPS funding.

#### **RECOVERY ACT: Tracking Information**

The subgrantee agrees to track, account for, and report on all funds from this Recovery Act award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including DPS award funds from non-Recovery Act awards awarded for the same or similar purposes or programs. (Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate.)

Accordingly, the accounting systems of the subgrantee and all subrecipients must ensure that funds from this Recovery Act award are not commingled with funds from any other source.

The subgrantee further agrees that all personnel whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award-related activities.

#### **RECOVERY ACT - Monthly Financial Reports:**

The subgrantee agrees to submit monthly financial status reports to DPS. At present, these reports are to be submitted by mail using DPS approved expenditure form, not later than the 5<sup>th</sup> of each month. The subgrantee understands that after June 5, 2011, DPS will not accept any expenditure for this award.

#### RECOVERY ACT - Reporting and Registration Requirements under Section 1512 of the Recovery Act. :

This award requires the subgrantee to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

The reports are due no later than five calendar days after each calendar month in which the subgrantee receives the assistance award funded in whole or in part by the Recovery Act.

Recipients must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

The subgrantee shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided by DPS and ensure that any information that is pre-filled is corrected or updated as needed.

## RECOVERY ACT – Provisions of Section 1512(c) the recipient understands that section 1512(c) of the Recovery Act provides as follows:

Subgrantee Reports- Not later than 5 days after the end of each calendar quarter, each subgrantee that received recovery funds from a Federal agency shall submit a report to that DPS that contains-

- (1) The total amount of recovery funds received from that agency;
- (2) The amount of recovery funds received that were expended or obligated to projects or activities; and
- (3) A detailed list of all projects or activities for which recovery funds were expended or obligated, including-
- (A) The name of the project or activity;
- (B) A description of the project or activity;
- (C) An evaluation of the completion status of the project or activity;
- (D) An estimate of the number of jobs created and the number of jobs retained by the project or activity; und

- (E) For infrastructure investments made by state and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.
- (4) Detailed information on any subcontracts or subgrants awarded by the subgrantee to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282). allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

#### RECOVERY ACT - Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct:

The subgrantee must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for Recovery Act funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds. This condition also applies to any subrecipients.

Potential fraud, waste, abuse, or misconduct should be reported to the OIG by – Mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

E-mail: oig.hotline@usdoj.gov

Hotline: (contact information in English and Spanish): (800) 869-4499

Or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

#### **ECOVERY ACT – Limit on Funds (Recovery Act, section 1604):**

The subgrantee agrees that none of the funds under this award may be used by any State or local government, or any private entity, for construction costs or any other support of any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

#### RECOVERY ACT - Buy American Notification (Recovery Act, section 1605):

The subgrantee understands that this award is subject to the provisions of section 1605 of the Recovery Act ("Buy American"). No award funds may be used for iron, steel, or manufactured goods for a project for the construction, alteration, maintenance, or repair of a public building or public work, unless the subgrantee provides advance written notification to the DPS and OJP, and a Grant Adjustment Notice is issued that modifies this special condition to add government-wide standard conditions (anticipated to be published in subpart B of 2 C.F.R. part 176) that further implement the specific requirements or exceptions of section 1605.

Section 1605 of the Recovery Act prohibits use of any Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States, subject to certain exceptions, including United States obligations under international agreements.

For purposes of this special condition, the following definitions apply:

"Public building" and "public work" means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

"Manufactured good" means a good brought to the construction site for incorporation into the building or work that has been-

Processed into a specific form and shape; or

Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

"Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbons, and may include other elements.

For purposes of DPS grants, projects involving construction, alteration, maintenance, or repair of jails, detention facilities, prisons, public crime victims' shelters, police facilities, or other similar projects will likely trigger this provision.

NOTE: The subgrantee is encouraged to contact the DPS program manager – in advance – with any questions concerning this condition, including its applicability to particular circumstances.

#### **RECOVERY ACT - Whistleblower Protection:**

In accordance with ARRA, §1553, the Subrecipient(s) assures shall fully comply with said section, including, but not limited to, assuring that its employees will not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the federal government or any representative thereof, the State of Missouri, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury any information that the employee reasonably believes is evidence of: 1) gross mismanagement of a contract or grant relating to ARRA; 2) a gross waste of ARRA funds; 3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; 4) an abuse of authority related to the implementation or use of ARRA funds; or 5) a violation of law, rule, or regulation related to this contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. In accordance with ARRA, §1553(e), the subrecipient(s) assures that it shall post notice of the rights and remedies provided in ARRA, §1553.

#### RECOVERY ACT – Wage Rate Requirements under Section 1606 of the Recovery Act:

(a)Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. The standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are to be incorporated in any covered contracts made under this award that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

#### **RECOVERY ACT – NEPA and Related Laws:**

The subgrantee understands that all OVW awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The subgrantee agrees to assist OVW in carrying out its responsibilities under NEPA and related laws, if the subgrantee plans to use Recovery Act funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The subgrantee also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

#### **RECOVERY ACT – Misuse of Award Funds:**

The subgrantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

#### **RECOVERY ACT - Employment of Unauthorized Aliens Prohibited:**

Pursuant to §285.530.1, RSMo, the subrecipient(s) assures that it do not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, subrecipient(s) shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

#### **RECOVERY ACT – Enforceability:**

If a subrecipient(s) fails to comply with all applicable federal and state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

#### **RECOVERY ACT – Additional Requirements and Guidance:**

In accordance with ARRA, §1602, the subrecipient(s) assures that it will give preference to activities, funded by ARRA for infrastructure investment, that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the enactment of ARRA and in a manner that will maximize job creation and economic benefit.

In accordance with ARRA, §1554, subrecipient(s) assures to the maximum extent possible that it will award contracts funded in whole or in part with ARRA funds as fixed-price contracts through the use of competitive procedures. It will also provide a summary to the State of Missouri, Department of Public Safety of any said contract awarded by the Grantee or its subrecipient(s) that is not fixed-price and not awarded using competitive procedures for posting in a special section of the website established in ARRA, §1526.

In accordance with ARRA, §1609, the subrecipient(s) assures that it will comply with any applicable environmental impact requirements of the National Environmental Policy Act of 1970 (NEPA), as amended. (42 U.S.C. 4371, et seq.). The subrecipient(s) assures that it will submit information on the status and progress of those projects and activities using ARRA funds subject to NEPA pursuant to any requirements of the Council on Environmental Quality (CEQ) and OMB.

The subgrantee agrees to comply with any modifications or additional requirements that may be imposed by law and future OJP or DPS (including government-wide) guidance and clarifications of Recovery Act requirements.

#### Termination of Award:

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 Subgrantee. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subgrantee under the contract shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri. The Subgrantee shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

#### **Annual Performance Report:**

The Subgrantee agrees to provide information on the activities supported and an assessment of the effects that the STOP funds have had on violence against women for a one year period January 1 through December 31. This information will be submitted electronically through the use of the Annual Progress Report no later than January 31st of each year.

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

Bonnie Clohow 7-9-09

STATE OF BUILDING

### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

April Session of the April Adjourned

09 Term. 20

**County of Boone** 

In the County Commission of said county, on the

 $16^{th}$ 

day of April

09

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 STOP Grant Application.

Done this 16<sup>th</sup> day of April, 2009.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson **Presiding Commissioner** 

District I Commissioner

Skip Elkin

District II Commissioner

### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

April Session of the April Adjourned

09 Term. 20

**County of Boone** 

In the County Commission of said county, on the

16<sup>th</sup>

day of April

09

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 American Recovery and Reinvestment Act Grant Application for the Mid-Missouri Internet Crimes Task Force.

Done this 16<sup>th</sup> day of April, 2009.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson

Presiding Commissioner

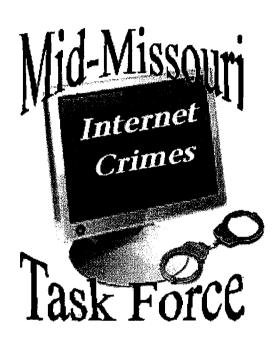
Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

# MID-MISSOURI INTERNET CRIMES TASK FORCE



# 2009

American Recovery and Reinvestment Act Grant Application

Boone County Sheriff's Department County of Boone, Missouri

		APP	LICATION S	UM	MAF	RY RE	PORT			
Applicant Agency:	County	ounty of Boone								
Project Title:	Mid-Mis	/lid-Missouri Internet Crimes Task Force								
Applicant Author	orized Offici	al	Applicant I	roject	Director	r	Officer in Charge	/Supe	rvisor of	f Project
Name & Title Ken Pearson			Sheriff Dwayne	Carey	/		Andy Anderson			
Boone County Cor	mmission		Boone County S	heriff	's Dep	t.	Boone County S	Sherif	ff'S De	pt
Address 801 East Walnut		Address 2121 County Dri	ve			Address 5551 South High	nway	63		
Columbia	State MO	<sup>Zip</sup> 65201	Columbia State Zip MO 65202		Columbia		State MO	<sup>Zip</sup> 65201		
	<sup>Fax #</sup> 573-886-	4311	Phone # 573-875-1111	Fax # 573	3-876-6	5113	Phone # 573-442-4313 573-442-4966			-4966
E-mail Address KPearson@boone	countymo	o.org	E-mail Address DCarey@boonecountymo.org			E-mail Address (Required)  AAnderson@boonecountymo.org			mo.org	
State/Federal Fu	nds Reque	ested	Local Match Share Required			State Provided Match (MJDTF Only)			F Only)	
\$ 259,8	82.88		\$			\$				
Geographic Area(s) to the Project):	be served	d by this pr	oject (Include all Co	unties	and Ci	ties that are	e part of this grant ar	nd wil	l be ser	ved by
Boone County, include										
Hallsville, and Harris									_	
and Randolph. The I		es in these	counties are Mexic	o, Ful	ton, Jef	fferson City	<u>, Boonville, Fayette</u>	1		
and Moberly respecti					_					
The requested funds	will be use	d to:								
[nd a New Project □_⊏xpand/Enhance ar □Continue a Previou	n Existing									

Give a brief summary of the services to be offered by this project:

The Mid-Missouri Internet Crimes Task Force is a joint cooperative effort formalizing relationships between and among the participating agencies in order to foster an efficient and cohesive unit capable of addressing the problem of crimes committed through the use of computers and Internet within the Mid-Missouri area. The major focus of this task force is the detection and investigation of Internet crimes committed against children. Investigations may include Internet enticement of children, promoting and possession of child pornography, trafficking of children, cyber bullying, trafficking of illegal narcotics to minors, terrorist threats such as plots of violence at schools, or other crimes perpetrated through the use of computers, the Internet, or other electronic media. This task force also provides forensic examinations of computers and other electronic media to law enforcement agencies and prosecuting attorneys in the Mid-Missouri area. To improve public safety, investigators assigned to this task force participate in a public awareness and education program to educate parents, grandparents, social workers, school officials, students, and others about the dangers of the Internet. These programs also serve to educate the public on methods to reduce the likelihood of becoming a victim of Internet crime. Primarily these programs are provided to public, private schools, parent organizations, civic groups, religious organizations, local media, and other group meetings.

SECTION 1 – GRANT PROGRAM	<u> 1S</u>				
☐ CLAP – Crime Lab Assistance Program		G – Internet Cyber (	Crime Grant 🔲 JAG	G – Edward Byrne Justi	ce Assistance Grant
☐ LLEBG – Local Law Enforcement Block C	Grant 🔲 MC	LUP – MO Crime L	ab Upgrade Program PC	NFS - Paul Coverdell N	ational Forensic Science
Recovery Act – JAG – Justice Assistance C	Grant 🔲 RSA	AT - Residential Sub	stance Abuse & Treatment		
CTION 2 - REGISTRATION					
DUNS (Data Universal Numbering System) #:	1827391	77	CCR (Central Contractor Registrat	on) CAGE/NCAGE #:	4KKC8
SECTION 3 - APPLICANT AGEN			SECTION 8 – PROJECT	<u> </u>	<u> </u>
AGENCY	PHONE:	573-886-4305			-
County of Boone	FAX:	573-886-4311	Mid-Missouri Internet Crim	es Task Force	
ADDRESS			SECTION 9 – TYPE OF A	PPLICATION	
801 East Walnut			New Revised	Renewal	Continuation
CITY	STAT	E ZIP CODE	SECTION 10 – CURRENT		<del>_</del>
Columbia	MO		SECTION 10 - CORRENT	CONTRACTIO	JIVIDEK
			CECTION 11 A DDI ICA	VEIG PEDED A L	EAST ID #
SECTION 4 – APPLICANT AUTH	PHONE:		SECTION 11 – APPLICA	NI'S FEDERAL	I AX 1.D. #
Ken Pearson	FAX:	573-886-4305 573-886-4305	436000349		
	FAX:	3/3-880-4303	CE CEVON 12 PROCED 11	4 CATECORY	
TITLE			SECTION 12 – PROGRAM	WI CATEGORY	<del></del>
Presiding Commissioner AGENCY			Law Enforcement		
			SECTION 12 CONTRA	T DEDIOD	
Boone County Commission  ADDRESS			SECTION 13 – CONTRAC	T PERIOD	
801 East Walnut			Start Date July 1, 2009	End Date	June 30, 2010
CITY	STAT	E ZIP CODE	SECTION 14 – TYPE OF	PPOIECT	
Columbia	MO	65201	SECTION 14 THE OF	ROJECT	
			☐ Statewide ☐ Reg	ional 🔲 Lo	cal
SECTION 5 – APPLICANT PROJE		573-875-1111	SECTION 15 – PROGRAM	A INCOME	·
		573-875-1111 573-876-6113			
wayne Carey  TITLE E-MA	FAX: IL ADDRESS	3/3-8/0-0113	Will Program Income be ger	erated?	s 🛛 No
		ountymo.org	CECTION 16 PURCET		TOTAL COOT
AGENCY	<u> </u>		SECTION 16 - BUDGET		TOTAL COST
Boone County Sheriff's Department			PERSONNEL		\$175,382.27
ADDRESS					Ψ173,302.27
2121 County Drive			VOLUNTEER MATCH		
CITY	STATI				
Columbia	MO	65202	TRAVEL		\$13,363.00
SECTION 6 – APPLICANT FISCA					
NAME		(573)886-4369	EQUIPMENT		\$29,353.00
Kay Murry	FAX:	(573)886-4365			,
TITLE			SUPPLIES/OPERATIONS	}	\$41,784.61
Treasurer AGENCY					_
Boone County Treasurer's Office			CONTRACTUAL		
ADDRESS					
801 East Walnut Street			RENOVATION/CONSTR	UCTION	
CITY	STATE	ZIP CODE	TOTAL DROLLECT COST		\$ 259,882.88
Columbia	MO	65201	TOTAL PROJECT COST	<b></b>	3 239,002.00
SECTION 7 – NON-PROFIT BOAR	RD CHAIRP	PERSON	FEDERAL/STATE SHAR	E 100 %	\$ 259,882.88
NAME	PHONE:		TEDERAE/STATE SII/IR	100 70	207,002.00
N/A	FAX:		LOCAL MATCH SHARE	%	\$
GENCY			SECTION 17 – AUTHORI	ZED OFFICIAL	
ADDRESS			SECTION 1/ - AUTHORI	ZED GEFICIAL	SIGNATURE
AUURESS			W_()	1	11.10
CITY	STATE	ZIP CODE	Sundellen	لــ	4/16/04
			Signature		* Date

# **PERSONNEL**

**APPLICANT AGENCY:** 

County of Boone

PROJECT TITLE:

Mid-Missouri Internet Crimes Task Force

#### **INSTRUCTIONS:**

Include all personnel to be funded on the proposed project.

2. Under Title, list each proposed position.

- 3. Under Name of Individual, list the name of the person who will fill each proposed position (if known). Put "TBH" if position is not filled yet.
- 4. "C" represents a new, created position. "R" represents a retained position. Retained is defined as a position that currently exists but is subject to layoff/lose due to economic/budgetary circumstances.
- 5. Show Gross Monthly Salary for each individual and the % of Time to be devoted to this grant-funded project.
- 6. Indicate whether the position is full-time (FT) or part-time (PT). Part-time is classified as less than 40 hours a week.

- 7. The **Total Cost** should be calculated as follows: (Salary Per Month) x (% of Time on Grant) x (Months to be Employed).
- 8. Under the **Fringe Benefits** section, identify the particular benefits for which funds are requested. If dental and vision insurance are not included in the health insurance premium, they should be listed separately under Other. All fringe benefits provided must be itemized.
- 9. Under the column entitled **Basis for Cost Estimate**, enter the formula for computing the cost for each fringe benefit.
- 10. Enter the total in the Total Cost column.
- 11. Calculate the **Total Personnel Cost** and the **State/Federal Share** and **Local Match Share** according to grant guidelines.

TITLE			C OR	SALARY	FT	% OF	MONTHS		
	NAME OF IN	DIVIDUAL	R	PER MONTH	OR PT	TIME ON GRANT	TO BE EMPLOYED		TOTAL COST
Detective	Tracy Perkin	 S	R	\$3,802.94	FT	100	12	4	45,635.28
Detective/ Forensic Examiner	Mark Sulliva	n	R	\$3,750.94	FT	100	12		45,011.28
							SUBTOTAL		90,646.56
FRINGE BEI	NEFITS	BASIS FOR COST ESTIMATE							TOTAL COST
FICA & MEDICARE	2 (0.0765)								6,934.46
PENSION/RETIREM	IENT	\$650 per year per investigator							1,300.00
LIFE INSURANCE		\$53 per year per investigator							106.00
MEDICAL INSURA	NCE	\$4750 per year per investigator							9,500.00
UNEMPLOYMENT	COMP.	Only paid when drawing unemployment							
WORKERS' COMPI	ENSATION	\$4.45 per \$	5100 sa	alary					4,033.77
OTHER (PLEASE IDENTIFY)		_		sace0037x sa \$356 per ye	-	investigato	r		335.39 712.00
							SUBTOTAL	\$ 2	22,921.62
STATE/FEI	DERAL SHARE	\$ 159,	583.51						159,683.5
						NEL COST	\$	,	

# **PERSONNEL**

**APPLICANT AGENCY:** 

County of Boone

**PROJECT TITLE:** 

Mid-Missouri Internet Crimes Task Force

#### **INSTRUCTIONS:**

- Include all personnel to be funded on the proposed project.
- 2. Under Title, list each proposed position.
- 3. Under Name of Individual, list the name of the person who will fill each proposed position (if known). Put "TBH" if position is not filled yet.
- 4. "C" represents a new, created position. "R" represents a retained position. Retained is defined as a position that currently exists but is subject to layoff/lose due to economic/budgetary circumstances.
- 5. Show **Gross Monthly Salary** for each individual and the % of Time to be devoted to this grant-funded project.
- 6. Indicate whether the position is full-time (FT) or part-time (PT). Part-time is classified as less than 40 hours a week.

- 7. The **Total Cost** should be calculated as follows: (Salary Per Month) x (% of Time on Grant) x (Months to be Employed).
- 8. Under the **Fringe Benefits** section, identify the particular benefits for which funds are requested. If dental and vision insurance are not included in the health insurance premium, they should be listed separately under Other. All fringe benefits provided must be itemized.
- 9. Under the column entitled **Basis for Cost Estimate**, enter the formula for computing the cost for each fringe benefit.
- 10. Enter the total in the Total Cost column.
- 11. Calculate the **Total Personnel Cost** and the **State/Federal Share** and **Local Match Share** according to grant guidelines.

TITLE	NAME OF I	NDIVIDUAL	C OR R	SALARY PER MONTH	FT OR PT	% OF TIME ON GRANT	MONTHS TO BE EMPLOYED		TOTAL COST
Detective	Not Yet Se	lected	С	\$2,948.40	FT	100	12		35,380.80
			ļ						
				<u> </u>					
								_	
				- <del>-</del>					<del></del>
							CYIPTOTAL	•	25 200 00
<del></del>							SUBTOTAL	\$	35,380.80 TOTAL
FRINGE BE	NEFITS		BASIS FOR COST ESTIMATE						COST
FICA & MEDICARE	E (0.0765)								2,706.63
PENSION/RETIREM	MENT	.0795 x sal	x salary						2,812.77 35.38
LIFE INSURANCE		.0010 x sa	0010 x salary						
MEDICAL INSURAL	NCE	.0968 x sal	x salary						3,424.86
UNEMPLOYMENT	COMP.	_	4 Only paid when employee is drawing unemployment						
WORKERS' COMPI	ENSATION	.0068 x sal	•						240.59
		.0065 Educ							229.98
OTHER (PLEASE II	OTHER (PLEASE IDENTIFY) .0030		0054 Dental Insurance 0030 Long Term Disability Insurance 0147 Retirees Fund 0132 OPEB						1,284.32
							SUBTOTAL	\$	10,734.53

STATE/FEDERAL SHARE	\$ 46,115.33			
LOCAL MATCH SHARE	\$	TOTAL PERSONNEL COST	\$ 46,115.3	3

# PERSONNEL-OVERTIME

**APPLICANT AGENCY:** 

County of Boone

PROJECT TITLE:

Mid-Missouri Internet Crimes Task Force

#### **NSTRUCTIONS:**

- 1. This form should include any requested overtime for personnel.
- 2. Under **Name of Individual**, list the name of the person who the overtime is being requested for.
- Under the column entitled Basis for Cost Estimate, enter the formula for computing overtime for each individual. (Ex: Hourly wage x number of hours per week x number of weeks)
- 4. Enter the total in the **Total Costs** column.
- 5. Under the **Fringe Benefits** section, identify the particular benefits, if any, associated with the overtime costs.
- 6. If you are submitting this form with the *Personnel Budget* page, the Total Cost listed for PERSONNEL on the *Application for Funding form* should be the total from both of these pages.

NAME OF INDIVIDUAL	BASIS FOI	R COST ESTIMATE	TC	TAL COST
Andy Anderson	\$35.30 per hour @ avera	ge of 2 hours per week x 45 wks		\$3,177.00
Tracy Perkins	\$32.91 per hour @ avera	ge of 2 hours per week x 45 wks		\$2,961.90
Mark Sullivan	\$32.46 per hour @ avera	ge of 2 hours per week x 45 wks		\$2,921.40
Mike Lederle	\$35.30 per hour @ avera	ge of 2 hours per week x 45 wks		\$3,177.00
UMPD Officer not yet identified	\$25.51 per hour @ avera	ge of 2 hours per week x 45 wks		\$2,295.90
<u> </u>				
		SUBTOTAL	\$	14,533.20
FRINGE BENEFITS		COST ESTIMATE	TO	OTAL COST
FICA & MEDICARE (0.0765)	.0765 x salary			\$1,111.79
PENSION/RETIREMENT	n/a			
LIFE INSURANCE	n/a			
MEDICAL INSURANCE	n/a			
UNEMPLOYMENT COMPENSATION	n/a			
WORKERS' COMPENSATION LIABILITY	n/a			
OTHER (PLEASE IDENTIFY)	Disabality .00370 x salar	y		53.77
		SUBTOTAL	\$	1,165.56
STATE/FEDERAL SHARE	<b>s</b> 15,698.76	TOTAL PERSONNEL-		
LOCAL MATCH SHARE	<u>s</u>	OVERTIME COST	\$	15,698.76

# PERSONNEL INFORMATION SHEET Grant Project Staff Only

Mid-Missouri Internet Crimes Task Force

Applicant Agency: County of Boone Project Title:

		Staff Member (Please Type or Print)	Brief List of Experience and Current Job Responsibilities					
	Name:	Andy Anderson	Detective Andy Anderson is a certified law enforcement officer with twenty-four years of law enforcement experience. This detective is the coordinator of the Task					
1	Title:	Investigator	Force and therefore is responsible for the day-to-day operations of the Task Force. Additionally this investigator conducts reactive and covert Internet crimes investigations, conduct surveillance details, testify in state and federal criminal proceedings, obtain and serve search warrants, prepare and participate in public awareness and education programs, participate in public awareness and education programs, and attend training. This detective also conducts forensic examinations on computers and associated electronic media.					
	Name:	Tracy Perkins	Detective Perkins is a certified law enforcement officer with fifteen years of law enforcement experience. This detective's primary area of responsibility is to conduct					
2	Title:	Detective	reactive and covert Internet crimes investigations, conduct surveillance details, testify in state and federal criminal proceedings, obtain and serve search warrants, prepare and participate in public awareness and education programs, participate in public awareness and education programs, and attend training. This detective also conducts investigations into the possession and distribution of child pornography.					
	Name:	Mark Sullivan	Detective Sullivan is a certified law enforcement officer with fourteen years of law enforcement experience. This detective's primary area of responsibility is to conduct					
3	Title:	Investigator/Forensic Examiner	forensic examinations on computers and associated electronic media. Additionally this detective will investigate reactive and covert Internet crimes, conduct surveillance details, testify in state and federal criminal proceedings, obtain and serve search warrants, prepare and participate in public awareness and education programs, participate in public awareness and education programs, and attend training.					

# PERSONNEL INFORMATION SHEET Grant Project Staff Only

Mid-Missouri Internet Crimes Task Force

Applicant Agency: County of Boone Project Title:

3.34		Staff Member (Please Type or Print)	Brief List of Experience and Current Job Responsibilities
	Name:	Mike Lederle	Detective Lederle is a certified law enforcement officer with 15 years of law enforcement experience. This detective's primary area of responsibility is to conduct
4	Title:	Investigator/Forensic Examiner	forensic examinations on computers and associated electronic media. Additionally this detective will investigate reactive and covert Internet crimes, conduct surveillance details, testify in state and federal criminal proceedings, obtain and serve search warrants, prepare and participate in public awareness and education programs, participate in public awareness and education programs, and attend training.
	Name:	K. Scott Richardson	Captain Scott Richardson is a certified law enforcement officer with 15 years of law enforcement experience. This detective is assigned to the Task Force on a part time basis
5	Title:	Investigator/Forensic Examiner	with his primary area of responsibility is to conduct forensic examinations on computers and associated electronic media. This officer will occasionally, however, investigate reactive and covert Internet crimes, conduct surveillance details, testify in state and federal criminal proceedings, and obtain and serve search warrants.
	Name:	Not Yet Selected	This detective will be a certified law enforcement officer. This detective's primary area of responsibility is to conduct
6	Title:	Investigator	reactive and covert Internet crimes investigations, conduct surveillance details, testify in state and federal criminal proceedings, obtain and serve search warrants, prepare and participate in public awareness and education programs, participate in public awareness and education programs, and attend training. This detective also conducts investigations into the possession and distribution of child pornography.

## **TRAVEL**

APPLICANT AGENCY: County of Boone

PROJECT TITLE: Mid-Missouri Internet Crimes Task Force

#### **INSTRUCTIONS:**

- Itemize travel expenses by event.
   Under the Item, list the type of travel. If the item is a conference/training, identify the conference/training name, location, and date.
- 3. Under Basis for Cost Estimate, supply applicable information regarding total distance to be traveled, rate per mile, total days of travel, number of people traveling, airfare, lodging, and daily meal allowance (i.e. Fuel = \$300/month x 12 months x 2 vehicles = \$7,200 or Lodging = \$79/night x 3 nights x 2 people = \$474). Costs such as shuttles, taxis, parking, toll bridges, etc. may be lumped as "Miscellaneous."
- 4. Enter the cost of the Item in the Total Cost column.
- 5. Justify in the **narrative** (under Budget Justification) why the travel is necessary for project execution and who will be traveling.

- 6. Tuition and Registration Fees for eligible training must be listed on the Supplies/Operations Budget page.
- 7. The amount of mileage allowance shall not exceed 52¢ per mile for travel occurring between July 1, 2009 and June 30, 2010 and shall not exceed actual transportation fare where public common-carrier transportation is used
- 8. Travel must be by the most direct practical route. Actual transportation, lodging, and meal expenses must be supported by itemized receipts and must be reasonable. Meals (including tips) shall not exceed the federal per diem rate for that location per meal. Lodging expenses must be reasonable and closely adhere to federal per diem rates as well. Rates can be found at <a href="www.gsa.gov">www.gsa.gov</a>. Local rules and regulations will apply if they are more restrictive than those mentioned here. Travel expenses will not be reimbursed until the travel has occurred.

traveling.		until the travel has occurred.		
ITEM	BASIS	FOR COST ESTIMATE	TC	TAL COST
Encase Computer Forensics I	Airfare-\$450, \$44 da	ily expenses per day x 5 days,		2,502.00
Training-Woodlands Texas, 10-	1 2 2	night x 4 nights, \$25 ground		
6/10-9, 2009		r day airport parking x 5 days		
	Above training x 2 for	orensic examiners		
	Dates and estimated	costs may vary		
Encase Computer Forensics II	Airfare-\$450, \$44 da	ily expenses per day x 5 days,		2,502.00
Training-Woodlands Texas, 10-	lodging at \$129 per r	night x 4 nights, \$25 ground		
27/10-30, 2009	transportation, \$8 per	day airport parking x 5 days		
I	Above training x 2 for			
	Dates, locations, and	estimated costs may vary		
Protect Our Children Conference	Hotel at \$118 per nig	ht x 3 nights		3,850.00
Kansas City Sept 15-18, 2009	daily expenses at \$49	per day x 4 days		
• •	6 investigators and or	ne prosecuting attorney.		
ICAC Investigative Techniques	Airfare \$380			744.00
Training-	Daily Expenses \$49	per day y 6 days		711.00
August 3-7 <sup>th</sup> , 2009	Airport Parking \$8 pe	•		
Denver, Colorado	Ground Transportation			
Benver, Colorado	One investigator	νι ψ3 <sup>(</sup>		
ICAC Undercover Investigations	Airfare \$ 425	(One investigator)		789.00
Training Training	Daily Expenses \$49 p	` '		767.00
Oct 19-23 <sup>rd</sup> , 2009	Airport Parking \$8 pe			
Lexington, KY	Ground Transportation	•		
Lexington, K1	Oround Transportant	M \$ 50		
Peer to Peer Training	Hotel expense \$129 p	per night x 3 nights	_	2,136.00
Not yet scheduled	Daily expenses \$49 p			
Missouri or surrounding states	per investigator x 4 in	rvestigators		
close enough to drive				•
STATE/FEDERAL SHARE	<b>\$</b> \$13,363.00			
LOCAL MATCH SHARE	\$	TOTAL TRAVEL COST	\$	13,363.00
LUCAL MATCH SHARE			<u> </u>	

## **TRAVEL**

APPLICANT AGENCY:

County of Boone

**PROJECT TITLE:** 

Mid-Missouri Internet Crimes Task Force

#### **INSTRUCTIONS:**

- 1. Itemize travel expenses by event.
- . Under the **Item**, list the type of travel. If the item is a conference/training, identify the conference/training name, location, and date.
- 3. Under Basis for Cost Estimate, supply applicable information regarding total distance to be traveled, rate per mile, total days of travel, number of people traveling, airfare, lodging, and daily meal allowance (i.e. Fuel = \$300/month x 12 months x 2 vehicles = \$7,200 or Lodging = \$79/night x 3 nights x 2 people = \$474). Costs such as shuttles, taxis, parking, toll bridges, etc. may be lumped as "Miscellaneous."
- 4. Enter the cost of the Item in the Total Cost column.
- 5. Justify in the **narrative** (under Budget Justification) why the travel is necessary for project execution and who will be traveling.

- 6. Tuition and Registration Fees for eligible training must be listed on the Supplies/Operations Budget page.
- 7. The amount of mileage allowance shall not exceed 52¢ per mile for travel occurring between July 1, 2009 and June 30, 2010 and shall not exceed actual transportation fare where public common-carrier transportation is used
- 8. Travel must be by the most direct practical route. Actual transportation, lodging, and meal expenses must be supported by itemized receipts and must be reasonable. Meals (including tips) shall not exceed the federal per diem rate for that location per meal. Lodging expenses must be reasonable and closely adhere to federal per diem rates as well. Rates can be found at <a href="https://www.gsa.gov">www.gsa.gov</a>. Local rules and regulations will apply if they are more restrictive than those mentioned here. Travel expenses will not be reimbursed until the travel has occurred.

ITEM	BASIS	FOR COST ESTIMATE	TOTAL COST
Investigative Travel	Hotel \$129 per night	x 5 nights	840.00
_	Daily expenses \$39 p	per day x 5 days	
		·	
			- <del>-</del>
		•	
STATE/FEDERAL SHARE	\$		
LOCAL MATCH SHARE	\$	TOTAL TRAVEL COST	\$
LOCAL MATCH SHARE	Ψ	TOTAL TALK, ED COST	

EQUIPMENT	APPLICANT AGENCY:	County of Boone
EQUITMENT	PROJECT TITLE:	Mid-Missouri Internet Crimes Task Force

#### **ANSTRUCTIONS:**

- 1. Equipment is defined as tangible property having a useful life of more than one year.
- 2. Under the **Item** column, list the item and describe each type of equipment in terms of size, capability, model number, etc.
- 3. Under the **Basis for Cost Estimate**, list the number of units of each item and provide a unit cost and a source of bid for each item.
- 4. Under the **Total Cost** column, record the cost of each item to be calculated as follows: (number of units) x (unit cost). Record the share amounts to the left also.

ITEM	BASIS FOR COST	ESTIMATE	TOTAL COST
LCD Projector for public presenations	Internet search as well a	1,300.00	
Speakers for public presentations	Two speakers, estimated as well as office supply	100.00	
Router	To hook up Internet acce Estimate through Staples	90.00	
ard drives for forensic examinations	SATA drives sizes 300 ( Exact cost per item will	2,500.00	
FTK Mobile Phone Examiner Kit	Complete kit for examin Marketed by Access Dat	1,750.00	
CelleBrite UFED System		ice for cellular telephones, s. Priced through CelleBrite	4,000.00
Portable Printer	This portable printer will computers when generat search. Priced through Ir	250.00	
19" Flat Screen Monitors	4 estimated at \$100 each	. Estimated through Staples	400
State/Federal Share	\$ 29,353.00		-
Local Match Share	\$	\$ 29,353.00	

# EQUIPMENT APPLICANT AGENCY: County of Boone PROJECT TITLE: Mid-Missouri Internet Crimes

#### **ANSTRUCTIONS:**

- 1. Equipment is defined as tangible property having a useful life of more than one year.
- 2. Under the **Item** column, list the item and describe each type of equipment in terms of size, capability, model number, etc.
- 3. Under the **Basis for Cost Estimate**, list the number of units of each item and provide a unit cost and a source of bid for each item.
- 4. Under the **Total Cost** column, record the cost of each item to be calculated as follows: (number of units) x (unit cost). Record the share amounts to the left also.

ITEM	BASIS FOR COST ESTIMATE		TOTAL COST
Laptop Stand	Portable laptop stand for use during service of search warrants Priced through office supply		100.00
XR Pro Image Backup System	Backs up data to DVD for other media. Priced thro	10,995.00	
Shadow 2	Hardware write blocking user to see a computer as through Digital Intellige	1,869.00	
orensic Computer	Fred Forensic Computer priced through Digital Intelligence		5,999.00
State/Federal Share	\$		
Local Match Share	\$	TOTAL EQUIPMENT COST	\$

<b>SUPPLIES/</b>				
<b>OPERATIONS</b>				

**APPLICANT AGENCY:** 

County of Boone

PROJECT TITLE:

Mid-Missouri Internet Crimes Task Force

#### **INSTRUCTIONS:**

- 1. Under the **Item** column, list by type of supply or operational expense (i.e. office supplies, field supplies, training materials, telephone, cell phone, pager, postage, etc.) Be as specific as possible.
- 2. Under the **Basis for Cost Estimate** column, list the cost per unit and the number of units being requested.
- 3. Under the **Total Cost** column, record the cost to be calculated as follows: (number of units) x (unit cost).
- 4. Tuition and registration fees for eligible training must be listed on this page. These fees will not be reimbursed until the training has occurred.
- 5. Please refer to the Certified Assurances form pertaining to supplies and operating expenses for further information.

ITEM	BASIS FOR COST ESTIMATE		TOTAL COST
Cellular Telephone Minutes for Undercover Cell Phone	Obtained a one year que may vary.	100.00	
Digital Voice Recorders for Recording Suspect Interviews	5 recorders estimated a Shack. Price may vary	400.00	
Digital Audio Recording Telephone Adapter for Recording Suspect Calls	5 devices estimated at	150.00	
Lexis-Nexis Program	This is a one year subs program that allows in and witnesses. \$192.5	2,310.00	
Encase Forensic Software	Based on estimated pro \$4,227.50 each x 2 force	8,455.00	
Undercover Internet Access	Cost based on 2009 on	660.00	
Internet Wireless Air Card	Cost estimated from 20 through AT&T.	720.00	
America On Line Subscription	Two subscriptions for undercover investigations estimated at \$11.99 per month each based on April 09 price		287.76
Forensic Tool Kit One Year License	One year licensing subscription for 4 licenses estimated at \$720 2010 price		2,880.00
Encase One Year License	License for one forensic examiner estimate from Guidence Software		1,300.00
State/Federal Share	\$41,784.61	TOTAL SUPPLIES/	
Local Match Share	\$	OPERATIONS COST	\$41,784.61

#### SUPPLIES/ **APPLICANT AGENCY:** County of Boone **OPERATIONS PROJECT TITLE:** Mid-Missouri Internet Crimes Task Force **NSTRUCTIONS:** Under the Item column, list by type of supply or operational expense (i.e. office supplies, field supplies, Tuition and registration fees for eligible training must be training materials, telephone, cell phone, pager, postage, listed on this page. These fees will not be reimbursed until etc.) Be as specific as possible. the training has occurred. 2. Under the Basis for Cost Estimate column, list the cost per unit and the number of units being requested. Please refer to the Certified Assurances form pertaining to 3. Under the Total Cost column, record the cost to be supplies and operating expenses for further information. calculated as follows: (number of units) x (unit cost). **ITEM BASIS FOR COST ESTIMATE TOTAL COST Antivirus Subscriptions** One year AVG antivirus subscrpition for 15 computers 524.85 at \$34.99 each FTK Forensic Training All access pass for one year training for law 15,000.00 enforcement at \$5,000 each x 3 examiners. Sessions to Package enclude Windows Forensics (3 days), Internet Forensics (3 days), Windows Registry Forensics (3 days). Classes individually are \$1,995 each per person. **Encase Computer Forensics I** 4 Day course for 2 examiners at \$1,995 each 3,990.00 raining Encase Computer Forensic II 4 Day course for 2 examiners at \$1,995 each 3,990.00 Training Protect Our Children Registration for 6 investigators and one prosecuting 210.00 Conference Kansas City Sept attorney at \$30 each. 15-18, 2009 807.00 Camtasia Studio/Snagit \$269.00 each x 3 investigators Bundle \$ State/Federal Share

Local Match Share

TOTAL SUPPLIES/ OPERATIONS COST

\$

#### A. Brief History Of The Program Project Agency

The Boone County Sheriff's Department, established in 1821, is a full service law enforcement agency and detention facility located in Mid-Missouri along the major traveled corridors of Interstate 70 and U.S. Highway 63. Boone County has an enhanced 911 dispatch system administered through the Boone County/Columbia Joint Communications and Information Center (JCIC). JCIC will receive over 250,000 calls for service approximately 66,000 of which will be 911 emergency calls. The Boone County Sheriff's Department (B.C.S.D.) Enforcement Division consists of 90 paid sworn deputies and criminal investigators with an additional ten sworn reserve (volunteer) deputies. In addition to patrol and investigations, the Boone County Sheriff's Department provides a Drug Awareness Resistance Education Program, a Crime Prevention and Neighborhood Watch Program, the Community Oriented Policing Program, a Canine Unit, the Boone County Emergency Response Team, a School Resource Officer program, a Traffic Unit, and a teen-oriented Explorer Scouts program. Department personnel actively participate in the Missouri Deputy Sheriff's Association as well as other civic and professional organizations locally, statewide, and nationally.

The Boone County Sheriff's Department began actively investigating crimes perpetrated through the use of computers and the Internet in 1999. In 2002 the Boone County Sheriff's Department focused on investigating the distribution of child pornography and in 2004 began covert investigations into the distribution of child pornography. In January 2007 the Boone County Sheriff's Department joined forces with the Columbia Police Department and Boone County Prosecuting Attorney's Office to establish the Mid-Missouri Internet Crimes (MMIC) Task Force. Currently this task force serves a seven county area and has twenty-two member agencies. Any law enforcement agency in the service area can be a working member of this unit.

#### B. Statement of the Problem

With increased use of the Internet including cellular telephones, more criminals are finding technology a handy tool to facilitate their criminal activity. Ever-increasing technology presents a variety of problems to law enforcement including, but not limited to, child enticement, child pornography, harassment, terroristic threats, and stealing facilitated through the use of the Internet. The lack of public education and awareness is also a growing concern local law enforcement agencies must face in order to protect children and citizens.

Internet related offenses against children continue to grow at an alarming rate. In the last six months of 2008 the MMIC Task Force identified 24,862 different IP addresses in Missouri offering to share child pornography. This number is up approximately 61% over a six month period in 2007. Many of these computers contain hundreds or thousands of images and videos depicting the often brutal pornographic sexual molestation of children as young as infants and toddlers. The possession and distribution of child pornography has grown to epidemic proportions. According to a 2008 study of over 2,200 Junior High School age children in Mid-Missouri, 12% of all the girls with Internet in their home reported having been asked to send unclothed photographs of themselves.

Although national statistics would indicate the enticement of children over the Internet has decreased, this does not appear to be the case in Mid-Missouri. According to the 2008 study 18% of all the girls with Internet in their home reported having been asked by a stranger they met over the Internet to meet them in person.

In addition to these criminal acts we have seen a growing problem with cyber bullying in Mid-Missouri. In 2008 the Missouri Legislature upgraded the harassment statue to help protect children from those who inflict emotional pain on the young due to the tragic death of a fourteen

year old St. Louis area girl. In the 2008 Mid-Missouri study, 17% of Jr. High age girls with Internet in their home reported having been bullied on line. As all of these problems continue to flourish and grow parents, schools, social workers, and others increasingly seek investigations and training from the MMIC Task Force regarding the protection of their children. As a result, presentations to community groups and schools in Mid-Missouri increased by 37% in 2008.

Advancement in technology changes rapidly in today's world making it very difficult to maintain a level of experience and expertise in this area. Adequate training is lacking across the United States and often scheduled with short notice causing scheduling and financing problems. As defense attorneys and defense experts gain experience, investigators must maintain advanced training in order to adequately testify in criminal proceedings and to overcome defense strategies.

An additional problem facing our task force is that Internet related offenses are not jurisdictional. In 2008 we found an increasing number of investigations mandated investigative work to be performed at the suspect's location as well as in our jurisdiction. Although trained Internet crimes against children investigators are more prevalent than previously, many areas still do not have adequately trained or willing personnel to assist with investigations in a timely fashion mandating investigators travel to various locations.

These are only a small sampling of the challenges facing the Mid-Missouri Internet Crimes Task Force. As the use of the Internet, technology, and cellular telephone usage increases by both minor children and those seeking to commit crimes against them, the challenges for our task force to protect those children and families will continue to grow. As new technology is developed new investigative and forensic techniques will also need to be

implemented. As awareness of Internet related crimes increase, numbers of investigations will increase accordingly straining the resources of the Mid-Missouri Internet Crimes Task Force.

#### C. Goals and Objectives

The Mid-Missouri Internet Crimes Task Force is a joint cooperative effort formalizing relationships between and among the participating agencies in order to foster an efficient and cohesive unit capable of addressing the problem of crimes committed through the use of computers and the Internet within the Mid-Missouri area. These investigations include but are not limited to Internet enticement of children, child pornography, trafficking of children, trafficking of illegal narcotics to children, harassment, cyber bullying, terrorist threats, and other crimes facilitated through the use of computers, the Internet, or other electronic media and the forensic examination of computers and other electronic media used to facilitate criminal activity. It is the desire of the participating agencies to achieve maximum inter-agency cooperation in a combined law enforcement effort aimed at reducing criminal activity perpetrated though the use of computers, the Internet, and other electronic media within the communities it serves.

The goal of the Mid-Missouri Internet Crime Task Force is to decrease the number of children and families becoming victims of crimes perpetrated through the use of the Internet. Five primary objectives to reaching this goal are outlined through both investigative and educational methods. Each objective is important and stands on its own merit and is not necessarily ranked in any specific order.

1. Increase the number of covert and reactive investigations initiated by the Task Force. As the number of investigations increases the number of Internet criminals that can be identified increases. These covert investigations will include investigations into child enticement, child exploitation, obscenity toward children, and the distribution of child pornography. Accordingly

an increase in reactive investigations provides direct support to families when they are confronted with information that someone is directly attempting to victimize their child.

- 2. Increase the number of investigations into the distribution of child pornography through file sharing programs. Research indicates a substantial number of those possessing child pornography have engaged in the sexual molestation of children undetected by law enforcement not to mention the re-victimization of children when these horrific image are passed around like a prized possession.
- 3. Increase the number of forensic examinations and investigations. As a task force we want to increase the services we can provide to law enforcement throughout our service area. In so doing we increase our ability to help area law enforcement with the investigations of Internet crimes and in turn to help children and families in our service area.
- 4. Continue to keep the task force trained with cutting edge information; conduct or provide in service training for law enforcement in our service area; and provide training for prosecuting attorneys in the Mid-Missouri area to assist them in the prosecution of Internet crimes against children.
- 5). Continue to provide community presentations to both adults and children. By educating parents and others concerned with the safety of children we can hopefully reduce the number of those who fall victim to Internet criminals. By educating children on the dangers of the Internet we can give them the tools they need to both protect themselves and to know what they can do when someone approaches them on the Internet.

#### D. Methodology

#### 1. Type of Program

The Mid-Missouri Internet Crimes Task Force is governed by a Board consisting of the agency heads from departments providing personnel or substantial other resources to the Task Force. As of this time three detectives from the Sheriff's Department and one detective from the Columbia Police Department are assigned to the Task Force on a full time basis. Additionally one forensic examiner from the University Of Missouri Police Department is assigned on a part time basis. With this grant we desire to add a full time investigator from the University Of Missouri Police Department. The Task Force serves a seven county area and has twenty-two criminal justice agencies as primary or associate members. In addition to these regular members we have established partnerships with the Rainbow House and Child Advocacy Center of Columbia, Missouri Internet Crimes Task Force, and MORE.net the Internet service provider for Missouri public schools and libraries.

The major focus of this task force is the investigation and prosecution of Internet crimes committed against children. Investigations may include Internet enticement of children, promoting and possession of child pornography, trafficking of children, cyber bullying, trafficking of illegal narcotics especially to minors, terroristic threats such as plots of violence at schools, or other crimes perpetrated through the use of computers, the Internet, cellular telephones, or other electronic media. These investigations focus on both proactive and reactive investigations. Complaints from parents and others are investigated and may be reported directly to the Task Force or through the complainant's local law enforcement. The Task Force also investigates the distribution of child pornography through file sharing programs or other means.

The task force provides forensic examinations of computers and other electronic media to law enforcement agencies and prosecuting attorneys in the Mid-Missouri area. In addition, investigators assigned to this task force participate in public awareness and education programs

to educate parents, grandparents, social workers, school officials, students, and others about the dangers of the Internet and methods to reduce the likelihood of becoming a victim of Internet crime. Primarily these programs are provided to public and private schools, parent organizations, civic groups, religious organizations, local media, or other group meetings. Also task force investigators and forensic personnel provide training to area law enforcement on a variety of issues regarding Internet or computer related investigations and electronic media.

#### 2. Proposed Service Area

The Mid-Missouri Internet Crimes Task Force Services a seven county area in Mid-Missouri. The Task Force provides technical, investigative, and forensic assistance to law enforcement agencies and prosecuting attorneys in the counties that are immediately adjacent to Boone County including Audrain, Callaway, Cole, Cooper, Howard, and Randolph. The largest municipalities in each county are Columbia, Mexico, Fulton, Jefferson City, Boonville, Fayette, and Moberly, respectively. Every law enforcement agency and office of the Prosecuting Attorney in the service area can become a member of the Task Force. Furthermore any law enforcement agency or Prosecuting Attorney in the service area may request the Task Force assist with an investigation regarding offenses involving the Internet, computer, or cellular telephone media. The Task Force will continue to assist outside our service area when appropriate and requested. According to the latest census information this service area has a population of approximately 340,983 of which approximately 22.8% or nearly seventy eight thousand are under eighteen years of age.

#### 3. Project Implementation

With the implementation of this grant one detective will be selected from the University Of Missouri Police Department to become a full time member of the Task Force. This individual will be evaluated for prior training, experience, and abilities and will be sent to the necessary training that will enable him or her to conduct investigations to include on site data seizure. Additionally equipment and services will be purchased in accordance with the grant. Undercover Cellular telephone minutes will be purchased for a 12 month period allowing for undercover cellular telephone investigations.

Primary DSL Internet service will continue to be provided by Tranquility Internet Services of Columbia. Internet service through a wireless aircard will continue to be provided through AT&T Internet Services as they have provided a very competitive rate and are willing to provide this service on a month-to-month basis. Memberships to America-On-Line will be purchased to allow investigators to conduct investigations of illegal conduct through the use of this service. Equipment and upgrade equipment will be purchased in accordance with Boone County Purchasing requirements.

Continuing and advanced training for both on line investigators and forensic examiners will be arranged with this grant providing travel, lodging, and daily expenses at the appropriate times to attend these training opportunities. One forensic examiner joining the Task Force and one remaining examiner will receive training on Encase forensics. All forensic examiners will receive advanced training in a variety of forensic techniques. Additionally as investigations mandate, investigators may be assigned to travel to outside jurisdictions for both investigative purposes and prosecution purposes.

#### 4. Budget Justification

The following is information pertaining to each budget item for which grant funds are being sought.

#### Personnel:

Investigators/forensic personnel: Two investigators, one of whom is also a forensic examiner, have been funded through the ICCG grant. This grant will continue their positions. An additional investigator, supplied by the University Of Missouri Police department will be a new position. Each of these positions will be full time.

Personnel Overtime: Overtime is based on hours worked during the 2008 calendar year.

Overtime is being sought for the two investigators being retained by this grant and the new officer sought by this grant. Overtime is also requested for two additional investigators/forensic examiners who are assigned fulltime to the task force by the Boone County Sheriff's Department and the Columbia Police Department with their straight time salaries and benefits paid by each of those sending agencies. Overtime will be used as needed and may vary in specific hours and personnel as estimated on the overtime budget page.

#### **Travel:**

- Encase Computer I: Two forensic investigators will be sent to this first of two forensic classes which will train them in the use of Encase forensic software.
- Encase Computer II: Two forensic investigators will be sent to this second of two forensic classes which will train them in the advanced use of Encase forensic software.
- **Protect Our Child Conference:** Five investigators assigned full time to the task force, one forensic examiner assigned part time, and one assistant prosecuting attorney will be sent to this conference in Kansas City. This conference is sponsored by the U.S. Department of Justice.
- **ICAC Investigative Techniques:** The new investigator sought by this grant will be sent to this training. This is a basic training course for beginning investigators.

- **ICAC Undercover Investigations:** The new investigator sought by this grant will be sent to this training, after first completing the ICAC IT course.
- **Peer To Peer Training:** Four investigators and forensic examiners will be sent to this course providing this course is scheduled in Missouri or surrounding states in a proximity that allows for driving to the class.

Investigative Travel: These funds will be used for such occasions an investigator may be required to travel and remain for at least one overnight stay for the purpose of conducting investigations outside an area in a proximity that would allow the investigator to return to their home at night. These funds would also be used if necessary if investigators/forensic examiners are required to stay away from home for at least one overnight stay due to a criminal court proceeding on MMIC Task Force related investigations and no other sources are available for funding such as prosecutors funds.

#### **Equipment:**

- **LCD Projector:** This item is for public and community presentations and allows the presenter to display PowerPoint or other demonstrations to the audience. This unit should be small and as light as possible so easily carried. It should also be wireless if possible. Currently the Task Force is using a borrowed projector.
- **Speakers:** Two speakers will be purchased that can be used for public and community presentations. These speakers will allow for showing of video and public service announcements pertaining to the safety of children and families. These speakers should be as small and light as possible in order to easily carry to presentation sites.
- **Router:** This equipment item is to hook up additional undercover computers to an existing undercover Internet Service.

- Hard drives for forensic examinations: These are to increase the number of hard drives needed to conduct forensic examinations and prepare examinations for court. Hard drives should be in 300GB, 500GB, and Terabyte sizes. Costs of these items vary constantly depending on size, availability, and discounts offered for bulk sales. These drives are used to create forensic images of suspect drives and media and may have to be maintained until the court process is over. Upon completion of the court process data contained on these drives may on occasion be backed up to other storage devices such as DVD's and stored. If needed again the stored data may then be put back on an appropriate sized hard drive. Specific numbers, sizes, and costs of these items can not be accurately estimated for future purchase.
- FTK Mobile Phone Examiner Kit: This equipment will be purchased to aid forensic examiners with the examination, extraction of data, and preparation for court pertaining to cellular telephones. This equipment will be used in conjunction with the CelleBrite UFED System.
- CelleBrite UFED System: This equipment will be purchased to aid forensic examiners with the examination, extraction of data, and preparation for court pertaining to cellular telephones. This equipment will be used in conjunction with the FTK Mobile Phone Examiner Kit.
- Portable Printer: This item will be used by investigators during the service of court ordered search warrants. This equipment will be used in conjunction with laptops already used by investigators to document the actions taken during the service of search warrants and to prepare evidence labels and receipts on scene. This equipment produces a more professional investigation and presentation in court.

- 19" Flat Screen Monitors: These monitors will be used with computers already in the possession of the MMIC Task Force but assigned to the new investigator and returning forensic examiner.
- Laptop Stand: This equipment will be used in conjunction with laptop computers currently used by the MMIC Task Force and the portable printer sought with this grant. This stand allows an investigator to use this equipment when there is no desk or suitable place to conduct on scene work as described previously. A lack of proper space for using a laptop computer on scene is very common.
- XP Pro Image Backup System: This equipment will be used to easily backup and/or store case files, generally consisting of forensic images, forensic examination files, and electronic case files, to DVD's. This equipment allows forensic examiners to make these transfers automatically rather than feed the data to DVD's one at a time. Currently single sided DVD's hold slightly over 4 GB's of data. Hard drives containing the forensic and examination files will typically be 300 gb, 500 gb, or terabyte size. With the automated equipment backups that may take many hours of the examiner's time can be done while the examiner attends to other duties or even when not present such as overnight or over weekends. This automation and savings of individual attention hours allows the examiner to focus on other cases thus allowing more cases to be processed.
- Shadow 2: This equipment allows forensic examiners to see and examine a computer in the environment seen by the user while prohibiting any change of data on the suspect computer. This equipment also allows examiners to take screen shots or photographs of the screens including various files and program settings for court presentations.

  Currently the MMIC Task Force utilizes a Shadow 1 that was purchased by the Boone

County Sheriff's Department. The Shadow 2 is designed to accommodate SATA drives where the Shadow 1 is designed for IDE drive examinations.

Forensic Computer: This equipment is to replace and update a current forensic computer already in use. The Fred forensic computer is specifically designed by Digital

Intelligence for the examination of computer hard drives. Currently the MMIC Task

Force has three computers used for forensics, one of which was purchased in March

2005. Although these computers were built to specific specifications they are not

designed specifically for forensic analysis of electronic media. The replaced unit will be

either used as an undercover computer for a new investigator if funded, or it may be used

as a work station where area law enforcement officers can view processed forensic files,

under the supervision of a forensic examiner. This may also help in the turn around time

of processing seized computers.

#### **Supplies/Operations:**

- Cellular Telephone Minutes for Undercover Cellular Telephone: The MMIC Task Force currently has a cellular telephone used for undercover investigations. This phone is used for phone calls and text messaging with suspects. This item will purchase unlimited phone and text messaging for one year.
- **Digital Voice Recorders:** These recorders are for recording on scene and telephone interviews with suspects.
- **Digital Audio Recording Telephone Adapter:** These adapters will be used in conjunction with the recorders. This adapter permits the recorder to be attached to regular telephones or cellular telephones to record calls between suspects and investigators. This device can

also be used when recording face to face interviews while the recording device is concealed.

- **Lexis-Nexis Program:** This is a subscription to a public record program that allows investigators to track and locate suspects and witnesses. This is a new subscription.
- Encase Forensic Software: This software is a forensic tool for forensic examiners. This is new software for two examiners and extents their capabilities.
- Undercover Internet Access: This is an undercover Internet account for investigators to conduct undercover investigations and for both investigators and forensic examiners to have Internet access to areas necessary for their investigations yet restricted through governmental Internet accounts. The governmental restricted areas may include porn sites, program sites, and others.
- Internet Wireless Air Card: This device allows investigators to access the Internet from remote sites. This device is used for enticement investigations when the decoy investigator needs to be at a meeting site yet have Internet contact with the suspect. This device also allows investigators to have Internet access when working case away from the office area such as surrounding counties.
- America On Line Subscription. This one year subscription allows for undercover investigations into child enticement, child pornography, and other crimes through the AOL network. Two subscriptions are being requested for two investigators.
- Forensic Tool Kit License: This is a yearly license and support to operate the Forensic Tool

  Kit forensic software by Access Data. Four forensic examiners are licensed to use FTK.

  In 2008 the license fee was increased to \$655 each and Access Data indicates 2010

  license fees will increase approximately 10% to \$720 each.

- Encase One Year License: This license is for one forensic examiner already licensed to use Encase forensic software.
- **Antivirus Subscription:** 15 one year subscriptions for AVG antivirus. These subscriptions are for forensic, undercover, laptop, and work station computers used by the MMIC Task Force.
- FTK Forensic Training Package: This is an all in one training package that allows forensic examiners to attend any training offered by Access Data during a one year period. Three forensic examiners will attend at least three advanced forensic classes. These classes will be attended through Webinar thus saving travel and hotel expenses. Training in this fashion saves a substantial amount of money and allows for more advanced training.
- Encase Computer Forensics I Training: This is a class registration fee to attend the basic Encase forensic class. This class is for two forensic examiners to learn the proper usage of this forensic tool.
- Encase Computer Forensics II Training: This is a class registration feel to attend the advanced Encase forensics class. This class is for the two forensic examiners attending the basic class to gain advanced forensic training using the Encase forensic tool.
- **Protect Our Children Conference:** This is for registration for six investigators and one assistant prosecuting attorney to attend this conference in Kansas City. This conference is sponsored by the U.S. Department of Justice, Kansas City Office and is for cyber crime investigators and forensic examiners from the Mid-USA area.
- Camtasia Studio/Snagit Bundle: This is packaged software containing both Camtasia and Snagit video recording and photograph imaging capabilities. This software allows investigators to document undercover Internet investigations and conversations and

allows forensic personnel to document and record various aspects of the forensic examination. This software also assists investigators and forensic examiners in preparing and editing courtroom testimony.

#### 5. Supplanting

None of the grant items requested represents a currently funded item either from local matching funds, federal, or state grants. Personnel funding in this grant is for either new personnel or to retain personnel whose funding will be terminated. Overtime funding is being sought through this grant for personnel whose salaries are funded through sending agencies on a straight time basis only.

In this grant process grants are being applied for through two potential grant sources. This is being done in order to maintain or increase the level of services the MMIC Task Force is providing to law enforcement, prosecuting attorneys, and citizens in the Mid-Missouri area. Any funds that are eventually awarded by the Missouri ICCG grant will not be funded through this grant. Funds that are received through this grant will be used for new services, equipment, training, or transportation incurred during this grant period.

#### 6. Community Impact

The Mid-Missouri Internet Crimes Task Force will impact the community in a number of ways including the investigation of Internet crimes; the prosecution of Internet offenders; the protection and education of Mid-Missouri children; the education of parents, teachers, law enforcement officers, and others concerned with the safety of children and reducing Internet crime. Over the past year we have seen an increase in cases reported as a result of this community awareness.

How do we decide the value of keeping a child from being the victim of a sexual assault? How do we determine exactly how many children a pedophilic sex offender may have molested before being apprehended? How many children would be continue to molest if not caught?

Foremost is the reduction of sexual perpetrators in Missouri. This can be achieved at least two ways: by apprehending the offenders and by utilizing the media and other sources to discourage offenders from coming to our jurisdiction. A strong, offensive approach will be proactive by letting Internet criminals know that Mid-Missouri is not a place to commit Internet crimes against children. This Task Force can be a powerful component in the fight against Internet predators. Parents are concerned about school violence and the safety of their children. This Task Force works closely with area schools to look for and to pursue any threat or electronic communication that creates concerns about safety in our schools.

It seems unlikely that for the next several years at least, the number of criminal offenses against children will decrease with substantial increases likely. Only by increasing resources will law enforcement be hopeful of eventually reducing these classifications of criminal activity.

#### E. Cost Assumption

The governing body of Boone County government recognizes the need for the aggressive enforcement of Internet related crimes, especially crimes committed against children and families. The Mid-Missouri Internet Crimes Task Force has obtained private donations and grants that assist in making this Task Force possible. This community support has confirmed to Boone County government our citizens consider this issue to be a priority. The Task Force has also worked closely with area media sources to inform listeners to the needs of this project. Additionally Boone County government has a tradition locally and nationally of being progressive in service to our community.

#### F. Evaluation Procedures

This program will be evaluated by utilizing two evaluation formats. First, periodic calculations will be compared with the set goals and objectives to see if they are met or exceeded. Secondly the following criteria will be evaluated on a monthly, quarterly, and annual basis:

- 1. Number of investigations conducted
- 2. Number of investigations cleared
- 3. Number of investigations cleared by arrest and exceptional means
- 4. Number of forensic examinations performed
- 5. Number of subpoenas served
- 6. Number of search warrants served
- 7. Number of community presentations and number of attendees

#### G. Report of Successes

The Task Force serves the Mid-Missouri area by investigating Internet related crimes against children and assisting other agencies in our service area with Internet related investigations. During 2008, the Task Force conducted one hundred and twenty investigations which is an 11% increase over the previous year. The task force disposed of one hundred and five cases which was a 34% increase over 2007 and arrests were up by 35% over the previous year. Although fewer subpoenas were actually served in 2008 over the previous year, search warrants served increased by 28%.

In 2008 The MMIC Task Force identified fourteen Mid-Missouri children between the ages of three and sixteen who were victims of the production of child pornography, sexual assault, and one victim of cyber harassment that resulted in charges. Convictions during 2008

handed down over ninety-one years in sentences. In addition to assisting local law enforcement we assisted the United States Department of Immigration And Customs Enforcement and the Federal Bureau of Investigation in several federal investigations.

In 2008 we provided one hundred nine forensic analysis's of computers and associated media on cases the Task Force has investigated as well as computers and media seized by member agencies. This was a 108% increase over the previous year. The number of forensic examinations has gone way beyond our expectations and this number will continue to grow as the number of investigations increase.

In 2008 we provided four hundred twenty-nine hours of training for Task Force Investigators and forensic examiners. This training allows the investigators to maintain a level of expertise and professionalism that makes them both productive and a resource for other Internet crimes investigators. Additionally we provided three in-service training opportunities to 94 law enforcement officers in our service area and saw a 166% increase in technical assistance to law enforcement and prosecutors in our service area.

We have also been working diligently to develop and present programs on Internet Safety to all citizens and families in our service area. We have developed programs for parents and other programs for children who use the Internet. During the 2008 calendar year we gave presentations to forty-six groups with a total of approximately three thousand seven hundred ninety attendees which is an 84.5% increase over the previous year. Already during the first fourteen weeks of 2009 the Task Force has provided ten programs to nearly six hundred participants and conducted an open house at the State Capital for Missouri legislators.

In addition we took part in two Internet Safety Night events sponsored by MORE.net.

These events allowed for public participation and were transmitted by closed circuit to a number

of schools in Missouri as well as several other states including Arkansas, California, New York, Florida, Arizona, Illinois, Kentucky, Virginia, Pennsylvania, and Canada. A panel answered questions from viewers on a variety of topics concerning Internet safety.

In June two task force investigators spent a Saturday morning at a Columbia Wal-Mart Super Center visiting with parents, guardians, and other customers concerned with the safety of children. We set up a table with resource materials obtained from a variety of reliable sources such as the National Center for Missing and Exploited Children. As patrons entered the store we had the opportunity to visit with them about their Internet safety concerns and distribute materials to help them keep their families safe.

During the year 2008 we also had the opportunity to talk with parents and grandparents at the Mid-Missouri Home Schoolers Safety Fair and the Elderly Festival. On three occasions throughout the past year we were invited to testify at Missouri legislative sub-committees on a variety of Internet topics and participated at the second Missouri Governor's Summit for Online Child Exploitation.

We also continued an internship program through Columbia College. This program allows selected Columbia College students participating in either Criminal Justice or Information Technology degree programs to assist the Task Force and receive credit hours. These students were outstanding and provided much needed assistance in a variety of aspects including everything from research, clerical work, hooking up computers, wiping hard drives, and other tasks while learning through first hand experience about Internet related investigations.

The Mid-Missouri Internet Crimes Task Force has proven to be very successful. Even with our limited resources we have made a major impact on Internet crimes in the Mid-Missouri

area and have established ourselves as a leader in Missouri in the fight against Internet Criminals.

# EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM Recovery Act 2009 CERTIFIED ASSURANCES

APPLICANT AGENCY:	County of Boone
PROJECT TITLE:	Mid-Missouri Internet Crimes Task Force

In addition to the general terms contained in the *Recovery Act - JAG Application Packet*, the Applicant is also conditioned upon and subject to compliance with the following assurances:

- 1. The Applicant assures that it shall comply, and all its subcontractors shall comply, with the applicable provisions of the Omnibus Crime Control and Safe Streets Act of 1968, as amended by Title IV, Section 40121 of the Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322; the Missouri Department of Public Safety Financial and Administrative Guidelines for Contracts; the OCFO Financial Guide; the 2009 Recovery Act JAG Grant Program Application Packet; and other applicable federal laws, orders, circulars, or regulations.
- 2. The Applicant understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.
- 3. The Applicant agrees to maintain the records necessary to evaluate the effectiveness of the project.
- 4. The Applicant agrees to submit the appropriate reports in a timely manner as required in the *Program Guidelines* under "Reporting Requirements" for their project.
- 5. <u>Personnel:</u> The Applicant assures that time/attendance records shall support any 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. Payroll records and time sheets shall be made available during monitoring visits.
- 6. <u>Travel</u>: Expenditures for travel shall be supported and documented by signed travel vouchers. Lodging, transportation, and itemized meal receipts shall be available. Meals (including tips) shall not exceed the federal per diem rate for that location per meal. Federal grant funds will not be disbursed at a flat daily per diem rate. Lodging expenses must be reasonable and closely adhere to federal per diem rates as well. Per diem rates for meals and lodging can be found at <a href="www.gsa.gov">www.gsa.gov</a>. Incidentals are not eligible for grant reimbursement. The Applicant is responsible for ensuring that travel is completed in the most cost effective means. Only <a href="actual">actual</a> travel costs may be reimbursed and only after the travel has been completed.
- 7. <u>Training:</u> Cyber crime detectives and computer forensic personnel shall meet minimum training standards. Computer Crime Investigative Tasks generally fall into the following three categories:
  - 1. Field Investigations (Search & Seizure / Knock & Talks)
  - 2. On-Line Investigations
  - 3. Computer Forensic Investigations

The respective minimum training standards, by category, shall either be in place at the time of application for a grant, the training is scheduled to begin within grant period, or that the grant will be primarily to address training needs. Note: Police/Peace Officer Certification is mandatory and foundational in all aspects.

Field Investigator Minimum: Trained and certified to utilize one or more of the following pre-search tools:

ImageScan

(FBI/RCFL on site search tool)

Knoppix

(Linux based search tool)

• STOP Program (Presearch program taught by NW3C for presearch of computers)

All of these items are taught and provided by various entities at no cost.

Recommended:

• Peer-to-Peer (P2P)

(File sharing training)

### > On-Line Investigator

- Training in undercover communications to identify subjects enticing minors via the Internet. [NW3C (BOTS Program), ICAC Search Program, ICAC Undercover Chat Investigations, or similar training].
- Some form of documentation, certification, etc., regarding the understanding of the activity with knowledge of the laws and regulations for on-line chat investigations.

#### Computer Forensic Investigator

### Minimum:

- Basic Training with programs such as Basic Data Recovery & Analysis (BDRA) through the NW3C (offered free) or similar entry-level training.
- Some form of proficiency documentation or certification.
- Ability to present the findings for effective prosecution to include advanced forensic tool training with forensic examination tools such as EnCase, Forensic Tool Kit and I-Look (or similar tools).

#### Preferred:

- IACIS, two-week school (In addition to advanced forensic tool training listed above)
- 8. Equipment: Expenditures for equipment shall be in accordance with the approved budget. All items of equipment shall be assigned an inventory number and be readily identifiable as being purchased with Recovery Act JAG funds administered by the Missouri Department of Public Safety. The Applicant is responsible for replacing or repairing property which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage, or theft of the property must be investigated and fully documented and made part of the official project records. The Applicant shall use and manage equipment in accordance with its procedures as long as the equipment is used for criminal justice purposes. When equipment is no longer needed for criminal justice purposes, the Applicant shall dispose of equipment in accordance with State or Local procedures, with no further obligation to the Missouri Department of Public Safety.
- 9. <u>Supplies/Operating Expenses</u>: Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. 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, shall be submitted to the Missouri Department of Public Safety, Office of the Director, for approval <u>prior</u> to purchasing it. No indirect costs will be allowed.
- 10. <u>Contractual Services</u>: 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) Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. Rates exceeding \$450 (excluding travel and subsistence costs) for an 8-hour day requires written, prior approval from the U.S. Department of Justice. An 8-hour day may include preparation, evaluation, and travel time.
  - c) A copy of all written contracts for contractual or consultant services shall be forwarded to the Missouri Department of Public Safety, Office of the Director, upon their ratification.

- d) Payments shall be supported by statements providing the services rendered and supporting the period covered.
- e) Any contract or agreement for services of \$3,000 or more which is not entered into as a result of competitive bidding procedures (or if only one bid is received) shall receive prior approval from the Missouri Department of Public Safety, Office of the Director.
- 11. <u>Confidential Funds:</u> The allocation, use, and expenditure of funds made available by this award for confidential expenditure will be made in compliance with the procedure defined and set forth in the OJP Financial Guide, Chapter 8 and the Confidential Funds Certification Form included within the Recovery Act JAG Application Packet.
- 12. <u>Budget Revisions:</u> Contractors shall make a written request for approval from the Missouri Department of Public Safety for major budget changes on a *Request to Revise the Budget* form at least 30 days prior to the proposed change. <u>Prior written</u> approval in the form of a *Contract Adjustment Notice* shall be received from the Missouri Department of Public Safety, Office of the Director, for certain changes in the budget as outlined below:
  - 1. Changes which increase or decrease the total cost of the project.
  - 2. Change of more than 10% of an existing line item within a budget category.
  - 3. Addition of a new line item in any budget category.
  - 4. Change in expenditure amounts from budget category to budget category.
  - 5. The addition of an item to the project budget.
- 13. <u>Program Revisions:</u> Contractors shall submit in writing on the *Change of Information Form* any program changes that the agency experiences during the contract period. Major program changes may be subject to approval from the Missouri Department of Public Safety, Office of the Director. Program revisions include changes as outlined below:
  - 1. Change in project site or service area.
  - 2. Change in or temporary absence of the Project Director, Authorized Official, or Officer in Charge.
  - 3. Change in or temporary absence of the person who receives the Monthly Report of Expenditures form.
  - 4. Change in project-funded staff (indicate change in personnel names and effective date of change).
  - 5. Change in scope of programmatic activities or purpose of the project.
  - 6. Change in mailing address or contact information
- 14. <u>Procurement</u>: The Applicant assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the Applicant assures that all procurement transactions will meet the minimum standards set forth in the *Missouri Department of Public Safety Financial and Administrative Guide for Contracts*.
- 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 of \$3,000 to \$10,000 requires <u>prior</u> approval by the Missouri Department of Public Safety. In addition, sole source procurement for amounts in excess of \$100,000 requires <u>prior</u> U.S. Department of Justice approval.
- 16. <u>Project Income</u>: The Applicant agrees to account for project income generated by the activities of this contract, and shall report receipts and expenditures of this income on a *Program Income/Federal Forfeitures Report*. (Note: All project income shall be expended during the life of the contract).

- 17. 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.
- 18. The Applicant certifies that all expendable and non-expendable property purchased with funds awarded under this contract shall be used for criminal justice purposes only.
- 19. The Applicant assures that federal grant funds made available will not be used to supplant state and local funds, but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.
- 20. 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.
- 21. <u>Audit</u>: Non-Federal entities that expend \$500,000 or more in federal funds (from all sources including pass-through subawards) in the agency's fiscal year (12-month turnaround reporting period) shall have a single organization wide audit conducted in accordance with the provisions of OMB Circular A-133.
- 22. The Applicant assures that it will comply, and all of its subcontractors will comply, with the non-discrimination requirement of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
- 23. 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.
- 24. The Applicant assures that, if required to formulate an Equal Employment Opportunity Program (EEOP) 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 EEOP on file, which meets the requirements therein.
- 25. The Applicant assures that it will provide to the Missouri Department of Public Safety an EEOP, if required to maintain one, where the application is for \$500,000 or more.
- 26. <u>Lobbying:</u> As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certified that:
  - a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  - b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and

submit Standard Form- LLL, "Disclosure of Lobbying Activities," in accordance with its instruction.

- 27. 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."
- 28. If the Applicant provides funding under this contract to any law enforcement agency, the Applicant assures that the law enforcement 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.
- 29. If the Applicant provides funding under this contract to any law enforcement agency, the Applicant assures that the law enforcement agency is in compliance with the provisions of Section 513.653, RSMo relating to acquiring an independent audit of federal seizures and the proceeds received therefrom. A copy of such audit shall be provided to the Department of Public Safety at the time of submitting the Recovery Act JAG Application.
- 30. Debarment, suspension, and other responsibility matters (direct recipient): As required by Executive Order 12549, Debarment and Suspensions, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510
  - 1) The Applicant certifies that it and its principles:
    - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
    - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
  - 2) Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
- 31. 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 of the effective date of termination. 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.
- 32. 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.

33. 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.

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.

Ker	Pea	rcon	
n ei	гса	15011	

Authorized Official Name (Please Print)

Dwayne Carey

Project Director Name (Please Print)

### **AUDIT REQUIREMENTS**

As a recipient of funds through the Missouri Department of Public Safety, you ARE required to submit a copy your agency's audit for the period covered by this contract.

- An audit is required for the agency fiscal year, when **State** financial assistance, (which consists of funds received directly from the State of Missouri, but does not include federal pass-through funds), of \$100,000 or more is expended by the applicant agency.
- ⇒ An audit is required for the agency fiscal year, when **Federal** financial assistance, (which consists of funds received from the Federal Government or federal funds passed through state agencies), of \$300,000 or more is expended by the applicant agency.
- ⇒ No audit of any type is required when **STATE** financial assistance of less than \$100,000 or **FEDERAL** financial assistance of less than \$300,000 is expended. However, the recipient must maintain detailed records on grant activity required for such grants.

2. Date(s) covered by last audit:

1/1/2007-12/31/2007

This section <u>must</u> be completed even if your agency is not required to submit an audit to the Missouri Department of Public Safety and be signed by the Authorized Official listed within the application.

June 2008

1. Date of last audit:

<del>-</del>		,	
. Last audit performed by:	KPMG		
Phone number of auditor:	314-444-1400		
4. Date of next audit:Ju	ne 2009 5. Date(s)	to be covered by next a	udit: 1/1/2008-12/31/2008
Next audit will be performed	l by: Rubin Brown		
Phone number of auditor:	314-290-3300		<u> </u>
7. Total amounts of funds rece	ived from <u>ALL</u> entities <u>I</u>	<i>NCLUDING</i> the Depart	ment of Public Safety
Federal Amount:	\$ 1,798,406	State Amount:	\$ 2,901,691
<b>NOTE:</b> State Auditor of Misso second, and fourth-class counti arrangements with a private CP	es and other local politic	al subdivisions and not-f	
Signed: Xundaya (Autho	orized Official)	Date:	4/14/09
Agency: County of Boone		Phone:	573-886-4305

### REPORT OF EXPENDITURES AND CHECK PAYEE INFORMATION

The following information is necessary if your agency receives a contract from the Missouri Department of Public Safety. Please complete the entire form.

### **Report Mailing Information:**

Name and address of the individual who will be responsible for receiving and completing the Monthly Report of Expenditure and Request for Reimbursement Report.

NAME:	Captain Chad Martin		
AGENCY:	Boone County Sheriff's Depart	ment	·
ADDRESS: (include city, state, and zip)	2121 County Drive		
-	Columbia, MO 65202		
TELEPHONE:	573-875-1111	FAX NUMBER:	573-874-8953
E-MAIL ADDRE	SS: CMartin@boonecounty	mo.org	

### **Check Payee Information:**

List the name and address of the check payee. Do not include an individual's name, only the name and address of the agency to which the check must be made payable. (Example: City of Jefferson, not Jefferson City Police Department; County of Cole, not Cole County Sheriff's Office)

AGENCY:	Boone County Sheriff's Department
ADDRESS: (include city, state, and zip)	2121 County Drive
(mende only, state, and zip)	Columbia, MO 65202

<sup>\*</sup> As directed by the Missouri State Office of Administration, each applicant agency receiving a contract will be set-up to receive all reimbursements via electronic transfer (ACH) rather than by receiving a paper check, if capable.

### OFFERER'S CONTRACT EXPERIENCE

List the agency's prior experience in receiving and administering funds through other federal, state, local, or private funding programs.

Agency: Mo Dept of Public Safety Address:
City: Jefferson City State: MO Zip Code:
Person Familiar With Performance: _Eric Shepherd
Title: Manager LE Grants Telephone Number: 573-751-4905
Description of Project
Contract Period: From 01-01-2006 To 12-31-06
Summary of Project Activities: STOP Grant funds a domestic violence against women project in Boone County.
This grant funds an investigator and a variety of equipment
Previous Contract With
Agency: Mo Dept of Public Safety Address:
Agency. Wo Dept of 1 ubite Safety Address.
City: Jefferson City State: MO Zip Code:
City: Jefferson City State: MO Zip Code:
City: Jefferson City State: MO Zip Code:  Person Familiar With Performance: Heather Haslag
City: Jefferson City State: MO Zip Code:  Person Familiar With Performance: Heather Haslag  Title: Program Representative Telephone Number: 573-751-4905
City: Jefferson City State: MO Zip Code:  Person Familiar With Performance: Heather Haslag  Title: Program Representative Telephone Number: 573-751-4905  Description of Project
City: Jefferson City State: MO Zip Code:  Person Familiar With Performance: Heather Haslag  Title: Program Representative Telephone Number: 573-751-4905  Description of Project  Contract Period: From 12-15-06 To 05-31-09  Summary of Project Activities: Internet Cyber Crime Grant funds the Mid-Missouri Internet Crimes Task Force in part.  This grant funded two investigators, training and travel to training.
City: Jefferson City State: MO Zip Code:  Person Familiar With Performance: Heather Haslag  Title: Program Representative Telephone Number: 573-751-4905  Description of Project  Contract Period: From 12-15-06 To 05-31-09  Summary of Project Activities: Internet Cyber Crime Grant funds the Mid-Missouri Internet Crimes Task Force in part.

### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	April S	April Session of the April Adjourned				
County of Boone						
In the County Commission of said	county, on the	16 <sup>th</sup>	day of April	20	09	

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 Internet Cyber Crime Grant Application.

Done this 16<sup>th</sup> day of April, 2009.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

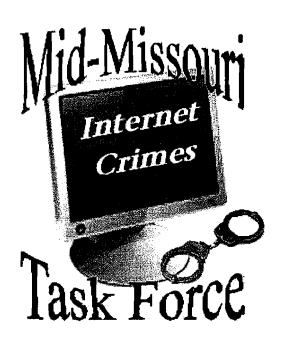
Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

## MID-MISSOURI INTERNET CRIMES TASK FORCE



2010

Internet Cyber Crime Grant Application

Boone County Sheriff's Department County of Boone, Missouri

:	APPLICATION SUMMARY REPORT										
Applicant Agency	licant Agency: County of Boone										
Project Title:	Mid-Missouri Internet Crimes Task Force										
Applicant Aut	horize	d Officia	al	Applicant P	roject	Director	r	Officer in Charge/	Super	visor of	Project
Name & Title Ken Pearson				Dwayne Carey				Andy Anderson			
Boone County Commission				Agency Boone County Sheriff's Dept.			Boone County S	Agency Boone County Sheriff's Dept			
801 East Walnut Street			Address 2121 County Drive			Address 5551 South Highway 63					
Columbia		State MO	<sup>Zip</sup> 65201	Columbia		State MO	<sup>Zip</sup> 65202	Columbia		State MO	<sup>Zip</sup> 65201
Phone # (573) 886-4305	Fax # (57	3) 886	-4311	Phone # (573) 875-1111	Fax # (57	3) 874	-8953	Phone # (573) 442-4313	Fax # (57	'3) 442	·-4966
E-mail Address KPearson@boon	ecou	ntymo	.org	E-mail Address DCarey@boonecountymo.org			E-mail Address (Required) AAnderson@boonecountymo.org				
State/Federal F	unds	Reque	sted	Local Match	Share	e Requi	red	State Provided M	latch	(MJDTI	F Only)
\$ 244184.81			\$ 57,079.20			\$					
the Project):								e part of this grant an	d will	be sen	ved by
				ımbia, Centralia, Ash							
Hallsville, and Harri	sburg	າ. Othe	er Counties	s include Audrain, Ca	allawa	av, Cole	e County, C	Cooper, Howard,			

and Moberly respectively.

The requested funds will be used to:

nd a New Project

□ \_xpand/Enhance an Existing Project

⊠Continue a Previously Funded Project

Give a brief summary of the services to be offered by this project:

The Mid-Missouri Internet Crimes Task Force is a joint cooperative effort formalizing relationships between and among the participating agencies in order to foster an efficient and cohesive unit capable of addressing the problem of crimes committed through the use of computers and Internet within the Mid-Missouri area. The major focus of this task force is the detection and investigation of Internet crimes committed against children. Investigations may include Internet enticement of children, promoting and possession of child pornography, trafficking of children, cyber bullying, trafficking of illegal narcotics to minors, terrorist threats such as plots of violence at schools, or other crimes perpetrated through the use of computers, the Internet, or other electronic media. This task force also provides forensic examinations of computers and other electronic media to law enforcement agencies and prosecuting attorneys in the Mid-Missouri area. To improve public safety, investigators assigned to this task force participate in a public awareness and education program to educate parents, grandparents, social workers, school officials, students, and others about the dangers of the Internet. These programs also serve to educate the public on methods to reduce the likelihood of becoming a victim of Internet crime. Primarily these programs are provided to public, private schools, parent organizations, civic groups, religious organizations, local media, and other group meetings.

and Randolph. The largest cities in these counties are Mexico, Fulton, Jefferson City, Boonville, Fayette,



Office of the Director P.O. Box 749 Jefferson City, MO 65102

1-573-751-4905 website: <u>www.dps.mo.us</u>



SECTION 1 – INSTRUCTIONS					
This application must be typewritten. Please refer to the enclosed	osed instruction	ns to complete this form	<u> </u>		
SECTION 2 – GRANT PROGRAMS					
CA – Victims of Crime Act	∐ SSVF - S	tate Services to Victim	ns Fund STOP - Stop Violence A	Against Women Gra	nt Program
☐ JAG – Justice Assistance Grant		Mo. Crime Lab Upgrad	•		-
☐ CLAP Crime Lab Assistance Program	☐ LLEBG/J/	AG - Local Law Enforce	ement Block Grant/JAG 🔲 LGSD – Local Governme	ent School District I	Program
☐ Title V – Delinquency & Youth Violence Prevention	☐ Title II – J	uvenile Justice Formu	ıla Grants	ntability Incentive I	Block Grant
	Paul Cove	rdell National Forensi		rime Grant	
SECTION 3 – APPLICANT AGENCY	FAX (	(573) 886 4311	SECTION 8 - PROJECT TITLE		
County of Boone		573) 886-4311 573) 886-4305	Mid-Missouri Internet Crimes Tasl	k Force	
801 East Walnut Street			SECTION 9 - TYPE OF APPLICATION	. 🖂	
Columbia	STATE	<sup>z⊮</sup> 65201			Continuation
SECTION 4 – APPLICANT AUTHORIZED OFFICIA		1 00201	SECTION 10 - CURRENT CONTRACT NU	J <u>M</u> BER(S)	
NAME		573) 886-4311	2007-ICCG-001		i
Ken Pearson		573) 886-4305	SECTION 11 - APPLICANT AGENCY'S F	EDERAL TAX I.	D. #
Presiding Commissioner		<del>-</del>	436000349		
AGENCY			SECTION 12 - PROGRAM CATEGORY		
Boone County Commission  ADDRESS			ICCG		
801 East Walnut Street		SECTION 13 - CONTRACT PERIOD			
Columbia	MO	<sup>ℤℙ</sup> 65201	BEGINNING DATE June 1, 2009 ENDING DATE May 31, 2010		
SECTION 5 - APPLICANT PROJECT DIRECTOR			SECTION 14 – TYPE OF PROJECT		
L _yne Carey		573) 874-8953 573) 875-1111	☐ Statewide ☐ Regional	Local	_
Sheriff E-Mail Add			SECTION 15 - PROGRAM INCOME		
AGENCY	y@boonec	ountymo.org	Will Program Income be generated?	☐ Yes	No
Boone County Sheriff's Department			SECTION 16 - BUDGET		TOTAL COST
2121 County Drive			PERSONNEL		\$216,762.71
Columbia	STATE MO	<sup>zı</sup> ₽ 65202	VOLUNTEER MATCH		
SECTION 6 - APPLICANT FISCAL OFFICER			TRAVEL		¢12 262 00
Kay Murry		573) 886-4369 573) 886-4365			\$13,363.00
Time Treasurer		<del></del>	EQUIPMENT		\$29,353.00
AGENCY			SUPPLIES/OPERATIONS		\$41,784.61
Boone County Treasurer's Office			CONTRACTUAL		Ψ-17,70-1.01
AODRESS 801 East Walnut Street			CONTRACTUAL		
CITY	STATE	ZIP	RENOVATION/CONSTRUCTION		
Columbia SECTION 7 – NON-PROFIT BOARD CHAIRPERSO	MO N (IE ADDI	65201	TOTAL PROJECT COSTS		\$301,263.32
NAME	FAX	LIVABLE)	FEDERAL/STATE SHARE	81%	
TITLE	PHONE		LOCAL MATCH SHARE	19 %	\$244,184.12
					\$57,079.20
W. A		}	SECTION 17 - AUTHORIZED OFFICIAL'S	SIGNATURE	
ADDRESS					
	T		Suntan un	alle la	•
aty	STATE	ZIP	Signature	1/16/01	ate

### **PERSONNEL**

APPLICANT AGENCY:

County of Boone

**PROJECT TITLE:** 

Mid-Missouri Internet Crimes Task Force

### **INSTRUCTIONS:**

- 1. Include all personnel to be funded on the proposed project.
- 2. Under Title, list each proposed position.
- 3. Under **Name of Individual**, list the name of the person who will fill each proposed position (if known). Put "TBH" if position is not filled yet.
- 4. Show Gross Monthly Salary for each individual and the % of Time to be devoted to this grant-funded project.
- 5. Indicate whether the position is full-time (FT) or part-time (PT). Part-time is classified as less than 40 hours a week.
- 6. The **Total Cost** should be calculated as follows: (Salary Per Month) x (% of Time on Grant) x (Months to be Employed).
- 7. Under the Fringe Benefits section, identify the particular benefits for which funds are requested. If dental and vision insurance are not included in the health insurance premium, they should be listed separately under Other. All fringe benefits provided must be itemized.
- 3. Under the column entitled **Basis for Cost Estimate**, enter the formula for computing the cost for each fringe benefit.
- 9. Enter the total in the Total Cost column.
- 10. Calculate the **Total Personnel Cost** and the **State/Federal Share** and **Local Match Share** according to grant guidelines.

ME OF I	NDIVIDUAL	SALARY PER MONTH	FT OR PT	% OF TIME ON GRANT	MONTHS TO BE EMPLOYED	Т	OTAL COST
icy Perk	ins	\$3,802.94	FT	100	12		\$45,635.28
rk Sulliv	van	\$3,750.94	FT	100	12		\$45,011.28
dy Ande	erson (Match)	\$4,078.54	FT	100	12		\$48,942.48
	<u> </u>				SUBTOTAL	\$	139,589.04
						T	OTAL COST
5)				\$6,934.46			
	_			\$1,300.00 \$106.00			
		. ,					
ON	_	-					\$4,033.77
Disibility Insurance0037x salary							\$335.39
OTHER (PLEASE IDENTIFY)  Dental Insurance \$356 per year per investigator							\$712.00
					SUBTOTAL	\$	22,921.62
SHARE	\$						
SHAKE	Ψ						
	cy Perkirk Sullivers Sulli	Estimates for \$650 per year \$53 per year \$4750 per year Only paid who S4.45 per \$100 Disibility Insurance.	BASIS FOR CONTROL STATE STATE SURFINE STATE SURFINE STATE SURFINE STATE	ME OF INDIVIDUAL Icy Perkins  rk Sullivan  \$3,802.94 FT  \$3,750.94 FT  dy Anderson (Match)  \$4,078.54 FT  BASIS FOR COST I  \$650 per year per investigator \$53 per year per investigator \$4750 per year per investigator Only paid when drawing unempl  \$4.45 per \$100 salary Disibility Insurance0037x salar  Y)  Dental Insurance \$356 per year	SALARY PER MONTH PT GRANT  33,802.94 FT 100  dy Anderson (Match)  BASIS FOR COST ESTIMATE  So Estimates for 2 grant personnel only not ma \$650 per year per investigator \$53 per year per investigator \$4750 per year per investigator Only paid when drawing unemployment  ON \$4.45 per \$100 salary Disibility Insurance0037x salary  Dental Insurance  \$356 per year per investigator \$356 per year per investigator  \$4750 per year per investigator S4750 per year per investigator Only paid when drawing unemployment  S4.45 per \$100 salary Disibility Insurance0037x salary  Dental Insurance  \$356 per year per investigator	SALARY PER ON ON TO BE SIMPLOYED  AND PER ON ON HOLY PER ON ON HOLY PER ON HOL	SALARY PER ON TO BE EMPLOYED TO BE CRANT SUBTOTAL \$  SUBTOTAL \$  BASIS FOR COST ESTIMATE STORE S

### **PERSONNEL**

APPLICANT AGENCY: County of Boone

**PROJECT TITLE:** Mid-Missouri Internet Crimes Task Force

### **INSTRUCTIONS:**

1. Include all personnel to be funded on the proposed project.

2. Under Title, list each proposed position.

- 3. Under Name of Individual, list the name of the person who will fill each proposed position (if known). Put "TBH" if position is not filled yet.
- 4. Show Gross Monthly Salary for each individual and the % of Time to be devoted to this grant-funded project.
- 5. Indicate whether the position is full-time (FT) or part-time (PT). Part-time is classified as less than 40 hours a week.
- 6. The **Total Cost** should be calculated as follows: (Salary Per Month) x (% of Time on Grant) x (Months to be Employed).
- 7. Under the Fringe Benefits section, identify the particular benefits for which funds are requested. If dental and vision insurance are not included in the health insurance premium, they should be listed separately under Other. All fringe benefits provided must be itemized.
- 8. Under the column entitled Basis for Cost Estimate, enter the formula for computing the cost for each fringe benefit.
- 9. Enter the total in the Total Cost column.
- 10. Calculate the **Total Personnel Cost** and the **State/Federal Share** and **Local Match Share** according to grant guidelines.

TITLE OR POSITION	NAME OF I	NDIVIDUAL	SALARY PER MONTH	FT OR PT	% OF TIME ON GRANT	MONTHS TO BE EMPLOYED	то	TAL COST
Detective	Not yet sele	ected	\$2,948.40	FT	100	12		\$35,380.80
Forensic Examiner	aminer Scott Richardson (Match)			PT	10	12		\$8,136.72
		·	\$0.00					
			<del>-</del>					· · · · · ·
		-						
						SUBTOTAL	\$	43,517.52
FRINGE BENEFI	ITS		BASIS FOR C	COST I	ESTIMATE		TO	TAL COST
FICA & MEDICARE (0.0	765)							\$2,706.63
PENSION/RETIREMENT	Γ	.0795 x salary						\$2,812.77
LIFE INSURANCE		.0010 x salary	<i>I</i>					\$35.38
MEDICAL INSURANCE		.0968 x salary	8 x salary					
UNEMPLOYMENT COM	1P.	.004 Only paid	d when emplo	oyee is	s drawing			
WORKERS' COMPENSA	ATION	.0068 x salary						\$240.59
		.0065 Educatio	on Benifit					
OTHER (PLEASE IDENTIFY)  .0054 Dental Insurance .0030 Long Term Disability Insurance .0147 Retirees Fund .0132 OPEB						\$1,284.32		
		<del></del>				SUBTOTAL	\$	10,734.53
STATE/FEDERA	AL SHARE	\$ 46,1	15.33 T	OTA	L PERSOI	NNEL COST	\$	54,252.05

LOCAL MATCH SHARE \$ 8,136.72

### PERSONNEL-OVERTIME

**APPLICANT AGENCY:** 

County of Boone

PROJECT TITLE:

Mid-Missouri Internet Crimes Task Force

### **NSTRUCTIONS:**

- 1. This form should include any requested overtime for personnel.
- 2. Under Name of Individual, list the name of the person who the overtime is being requested for.
- Under the column entitled Basis for Cost Estimate, enter the formula for computing overtime for each individual. (Ex: Hourly wage x number of hours per week x number of weeks)
- 4. Enter the total in the **Total Costs** column.
- 5. Under the **Fringe Benefits** section, identify the particular benefits, if any, associated with the overtime costs.
- 6. If you are submitting this form with the *Personnel Budget* page, the Total Cost listed for PERSONNEL on the *Application for Funding form* should be the total from both of these pages.

NAME OF INDIVIDUAL	BASIS FOR	R COST ESTIMATE	TO	OTAL COST
Andy Anderson	\$35.30 per hour @ avera	ge of 2 hours per week x 45 wks		\$3,177.00
Tracy Perkins	\$32.91 per hour @ avera	ge of 2 hours per week x 45 wks		\$2,961.90
Mark Sullivan	\$32.46 per hour @ avera	ge of 2 hours per week x 45 wks		\$2,921.40
Mike Lederle	\$35.30 per hour @ avera	ge of 2 hours per week x 45 wks		\$3,177.00
UMPD Officer not yet identified	<del></del>	ge of 2 hours per week x 45 wks		\$2,295.90
FRINGE BENEFITS		SUBTOTAL COST ESTIMATE	\$ TO	14,533.20 DTAL COST \$1,111.70
FICA & MEDICARE (0.0765)	.0765 x salary			\$1,111.79
PENSION/RETIREMENT	n/a			
LIFE INSURANCE	n/a			
MEDICAL INSURANCE UNEMPLOYMENT COMPENSATION	n/a n/a			
WORKERS' COMPENSATION LIABILITY	n/a			
OTHER (PLEASE IDENTIFY)	Disabality .00370 x salar	y		53.77
		SUBTOTAL	\$	1,165.56
STATE/FEDERAL SHARE	\$ 15,698.76	TOTAL DEDOCAMEL		
LOCAL MATCH SHARE	\$	TOTAL PERSONNEL- OVERTIME COST	\$	15,698.76

### **TRAVEL**

APPLICANT AGENCY: County of Boone

**PROJECT TITLE:** Mid-Missouri Internet Crimes Task Force

### **INSTRUCTIONS:**

- 1. Itemize travel expenses by event.
  Under the **Item**, list the type of travel. If the item is a conference/training, identify the conference/training name, location, and date.
- 3. Under **Basis for Cost Estimate**, supply applicable information regarding total distance to be traveled, rate per mile, total days of travel, number of people traveling, airfare, lodging, and daily meal allowance (i.e. Fuel = \$300/month x 12 months x 2 vehicles = \$7,200 or Lodging = \$79/night x 3 nights x 2 people = \$474). Costs such as shuttles, taxis, parking, toll bridges, etc. may be lumped as "Miscellaneous."
- 4. Enter the cost of the Item in the Total Cost column.
- 5. Justify in the **narrative** (under Budget Justification) why the travel is necessary for project execution and who will be traveling.

- 6. Tuition and Registration Fees for eligible training must be listed on the Supplies/Operations Budget page.
- 7. The amount of mileage allowance shall not exceed 52¢ per mile for travel occurring between July 1, 2009 and June 30, 2010 and shall not exceed actual transportation fare where public common-carrier transportation is used
- 8. Travel must be by the most direct practical route. Actual transportation, lodging, and meal expenses must be supported by itemized receipts and must be reasonable. Meals (including tips) shall not exceed the federal per diem rate for that location per meal. Lodging expenses must be reasonable and closely adhere to federal per diem rates as well. Rates can be found at <a href="www.gsa.gov">www.gsa.gov</a>. Local rules and regulations will apply if they are more restrictive than those mentioned here. Travel expenses will not be reimbursed until the travel has occurred.

ITEM	DACIC FOR COCT FOTIMATE		TOTAL COST	
ITEM	<del></del>	FOR COST ESTIMATE	TOTAL COST	
Encase Computer Forensics I Training-Woodlands Texas, 10-6/10-9, 2009	Airfare-\$450, \$44 da lodging at \$129 per a transportation, \$8 pe Above training x 2 fo Dates and estimated	2,502.	.00	
Encase Computer Forensics II Training-Woodlands Texas, 10- 27/10-30, 2009	Airfare-\$450, \$44 da lodging at \$129 per natural transportation, \$8 per Above training x 2 for Dates, locations, and	2,502.	00	
Protect Our Children Conference Kansas City Sept 15-18, 2009	Hotel at \$118 per nig daily expenses at \$49 6 investigators and o	3,850.0	00	
ICAC Investigative Techniques Training- August 3-7 <sup>th</sup> , 2009 Denver, Colorado	Airfare \$380 Daily Expenses \$49 Airport Parking \$8 p Ground Transportation	744.0	00	
ICAC Undercover Investigations Training Oct 19-23 <sup>rd</sup> , 2009 Lexington, KY	Airfare \$ 425 (One investigator) Daily Expenses \$49 per day x 6 days Airport Parking \$8 per day x 5 days Ground Transportation \$ 30		789.0	00
Peer to Peer Training Not yet scheduled Missouri or surrounding states close enough to drive	Hotel expense \$129 per night x 3 nights Daily expenses \$49 per day x 3 days per investigator x 4 investigators		2,136.0	00
STATE/FEDERAL SHARE	<b>\$</b> \$13,363.00			
LOCAL MATCH SHARE	\$	TOTAL TRAVEL COST	\$ 13,363.0	00

### TRAVEL Mid-Missouri Internet Crimes Task Force PROJECT TITLE: **INSTRUCTIONS:** Itemize travel expenses by event. Tuition and Registration Fees for eligible training must be listed on the Supplies/Operations Budget page. Under the Item, list the type of travel. If the item is a conference/training, identify the conference/training name, The amount of mileage allowance shall not exceed 52¢ per 7. location, and date. mile for travel occurring between July 1, 2009 and June 30, Under Basis for Cost Estimate, supply applicable 2010 and shall not exceed actual transportation fare where information regarding total distance to be traveled, rate per public common-carrier transportation is used mile, total days of travel, number of people traveling, Travel must be by the most direct practical route. Actual airfare, lodging, and daily meal allowance (i.e. Fuel = transportation, lodging, and meal expenses must be $300/month \times 12 \text{ months } \times 2 \text{ vehicles} = 7,200 \text{ or Lodging}$ supported by itemized receipts and must be reasonable. = \$79/night x 3 nights x 2 people = \$474). Costs such as Meals (including tips) shall not exceed the federal per diem shuttles, taxis, parking, toll bridges, etc. may be lumped as rate for that location per meal. Lodging expenses must be "Miscellaneous." reasonable and closely adhere to federal per diem rates as Enter the cost of the Item in the Total Cost column. well. Rates can be found at www.gsa.gov. Local rules and Justify in the narrative (under Budget Justification) why regulations will apply if they are more restrictive than those the travel is necessary for project execution and who will be mentioned here. Travel expenses will not be reimbursed traveling. until the travel has occurred. **BASIS FOR COST ESTIMATE** ITEM TOTAL COST Hotel \$129 per night x 5 nights **Investigative Travel** 840.00 Daily expenses \$39 per day x 5 days STATE/FEDERAL SHARE TOTAL TRAVEL COST LOCAL MATCH SHARE

APPLICANT AGENCY:

County of Boone

### **EQUIPMENT**

APPLICANT AGENCY:	County of Boone
PROJECT TITLE:	Mid-Missouri Internet Crimes Task Force

### **ANSTRUCTIONS:**

- 1. Equipment is defined as tangible property having a useful life of more than one year.
- 2. Under the **Item** column, list the item and describe each type of equipment in terms of size, capability, model number, etc.
- 3. Under the **Basis for Cost Estimate**, list the number of units of each item and provide a unit cost and a source of bid for each item.
- 4. Under the **Total Cost** column, record the cost of each item to be calculated as follows: (number of units) x (unit cost). Record the share amounts to the left also.

ITEM	BASIS FOR COST ESTIMATE T		TOTAL COST
LCD Projector for public presenations	Internet search as well as office supply search		1,300.00
Speakers for public presentations	Two speakers, estimated expense by Internet search as well as office supply search		100.00
Router	To hook up Internet access to additional computers. Estimate through Staples		90.00
lard drives for forensic examinations	SATA drives sizes 300 GB, 500 GB, and Teribytes. Exact cost per item will depend on time of purchase.		2,500.00
FTK Mobile Phone Examiner Kit	Complete kit for examining cellular telephones.  Marketed by Access Data and priced through them.		1,750.00
CelleBrite UFED System	Forensic extraction Device for cellular telephones, Smartphones, and PDA's. Priced through CelleBrite		4,000.00
Portable Printer	This portable printer will be used with laptop computers when generating paper work such as search. Priced through Internet.		250.00
19" Flat Screen Monitors	4 estimated at \$100 each. Estimated through Staples		400.00
State/Federal Share	\$ 29,353.00		
Local Match Share	\$	TOTAL EQUIPMENT COST	\$ 29,353.00

### **EQUIPMENT**

	APPLICANT AGENCY:	County of Boone	
PROJECT TITLE:		Mid-Missouri Internet Crimes	

### **INSTRUCTIONS:**

- 1. Equipment is defined as tangible property having a useful life of more than one year.
- 2. Under the **Item** column, list the item and describe each type of equipment in terms of size, capability, model number, etc.
- 3. Under the **Basis for Cost Estimate**, list the number of units of each item and provide a unit cost and a source of bid for each item.
- 4. Under the **Total Cost** column, record the cost of each item to be calculated as follows: (number of units) x (unit cost). Record the share amounts to the left also.

		(difference). Record the share amounts to the fert also.		
ITEM	BASIS FOR COST ESTIMATE		TOTAL COST	
Laptop Stand	Portable laptop stand for use during service of search warrants Priced through office supply		100.00	
XR Pro Image Backup System	Backs up data to DVD from imaged hard drives or other media. Priced through Digital Intelligence		10,995.00	
Shadow 2	Hardware write blocking device that allows for the user to see a computer as the user sees it. Priced through Digital Intelligenc		1,869.00	
rorensic Computer	Fred Forensic Computer priced through Digital Intelligence		5,999.00	
	Φ.			
State/Federal Share  Local Match Share	\$	TOTAL EQUIPMENT COST	\$	

### SUPPLIES/ OPERATIONS

**APPLICANT AGENCY:** 

County of Boone

**PROJECT TITLE:** 

Mid-Missouri Internet Crimes Task Force

### **INSTRUCTIONS:**

- 1. Under the Item column, list by type of supply or operational expense (i.e. office supplies, field supplies, training materials, telephone, cell phone, pager, postage, etc.) Be as specific as possible.
- 2. Under the **Basis for Cost Estimate** column, list the cost per unit and the number of units being requested.
- 3. Under the **Total Cost** column, record the cost to be calculated as follows: (number of units) x (unit cost).
- 4. Tuition and registration fees for eligible training must be listed on this page. These fees will not be reimbursed until the training has occurred.
- 5. Please refer to the Certified Assurances form pertaining to supplies and operating expenses for further information.

ITEM	BASIS FOR COST ESTIMATE		TOTAL COST
Cellular Telephone Minutes for Undercover Cell Phone	Obtained a one year que may vary.	100.00	
Digital Voice Recorders for Recording Suspect Interviews	5 recorders estimated at \$80 each through Radio Shack. Price may vary with time.		400.00
Digital Audio Recording Telephone Adapter for Recording Suspect Calls	5 devices estimated at \$30 each through Radio Shack.		150.00
Lexis-Nexis Program	This is a one year subscription to a public records program that allows investigators to locate suspects and witnesses. \$192.50 per month.		2,310.00
Encase Forensic Software	Based on estimated provided by Guidance Software at \$4,227.50 each x 2 forensic examiners		8,455.00
Undercover Internet Access	Cost based on 2009 one year subscription		660.00
Internet Wireless Air Card	Cost estimated from 2009 one year subscription through AT&T.		720.00
America On Line Subscription	Two subscriptions for undercover investigations estimated at \$11.99 per month each based on April 09 price		287.76
Forensic Tool Kit One Year License	One year licensing subscription for 4 licenses estimated at \$720 2010 price		2,880.00
Encase One Year License	License for one forensic examiner estimate from Guidence Software		1,300.00
State/Federal Share	\$41,784.61	TOTAL SUPPLIES/	
Local Match Share \$ OPERATIONS COST		\$41,784.61	

### **SUPPLIES**/ **APPLICANT AGENCY:** County of Boone **OPERATIONS** PROJECT TITLE: Mid-Missouri Internet Crimes Task Force **ANSTRUCTIONS:** 1. Under the **Item** column, list by type of supply or operational expense (i.e. office supplies, field supplies, Tuition and registration fees for eligible training must be training materials, telephone, cell phone, pager, postage, listed on this page. These fees will not be reimbursed until etc.) Be as specific as possible. the training has occurred. Under the Basis for Cost Estimate column, list the cost per unit and the number of units being requested. 5. Please refer to the Certified Assurances form pertaining to Under the Total Cost column, record the cost to be supplies and operating expenses for further information. calculated as follows: (number of units) x (unit cost). **ITEM BASIS FOR COST ESTIMATE** TOTAL COST Antivirus Subscriptions One year AVG antivirus subscrpition for 15 computers 524.85 at \$34.99 each FTK Forensic Training All access pass for one year training for law 15,000.00 enforcement at \$5,000 each x 3 examiners. Sessions to Package enclude Windows Forensics (3 days), Internet Forensics (3 days), Windows Registry Forensics (3 days). Classes individually are \$1,995 each per person. **Encase Computer Forensics I** 4 Day course for 2 examiners at \$1,995 each 3,990.00 raining Encase Computer Forensic II 4 Day course for 2 examiners at \$1,995 each 3,990.00 Training Protect Our Children 210.00Registration for 6 investigators and one prosecuting Conference Kansas City Sept attorney at \$30 each. 15-18, 2009 807.00 Camtasia Studio/Snagit \$269.00 each x 3 investigators Bundle

TOTAL SUPPLIES/ OPERATIONS COST

\$

State/Federal Share

Local Match Share

### A. Brief History Of The Program Project Agency

The Boone County Sheriff's Department, established in 1821, is a full service law enforcement agency and detention facility located in Mid-Missouri along the major traveled corridors of Interstate 70 and U.S. Highway 63. Boone County has an enhanced 911 dispatch system administered through the Boone County/Columbia Joint Communications and Information Center (JCIC). JCIC will receive over 250,000 calls for service approximately 66,000 of which will be 911 emergency calls. The Boone County Sheriff's Department (B.C.S.D.) Enforcement Division consists of 90 paid sworn deputies and criminal investigators with an additional ten sworn reserve (volunteer) deputies. In addition to patrol and investigations, the Boone County Sheriff's Department provides a Drug Awareness Resistance Education Program, a Crime Prevention and Neighborhood Watch Program, the Community Oriented Policing Program, a Canine Unit, the Boone County Emergency Response Team, a School Resource Officer program, a Traffic Unit, and a teen-oriented Explorer Scouts program. Department personnel actively participate in the Missouri Deputy Sheriff's Association as well as other civic and professional organizations locally, statewide, and nationally.

The Boone County Sheriff's Department began actively investigating crimes perpetrated through the use of computers and the Internet in 1999. In 2002 the Boone County Sheriff's Department focused on investigating the distribution of child pornography and in 2004 began covert investigations into the distribution of child pornography. In January 2007 the Boone County Sheriff's Department joined forces with the Columbia Police Department and Boone County Prosecuting Attorney's Office to establish the Mid-Missouri Internet Crimes (MMIC) Task Force. Currently this task force serves a seven county area and has twenty-two member agencies. Any law enforcement agency in the service area can be a working member of this unit.

### B. Statement of the Problem

With increased use of the Internet including cellular telephones, more criminals are finding technology a handy tool to facilitate their criminal activity. Ever-increasing technology presents a variety of problems to law enforcement including, but not limited to, child enticement, child pornography, harassment, terroristic threats, and stealing facilitated through the use of the Internet. The lack of public education and awareness is also a growing concern local law enforcement agencies must face in order to protect children and citizens.

Internet related offenses against children continue to grow at an alarming rate. In the last six months of 2008 the MMIC Task Force identified 24,862 different IP addresses in Missouri offering to share child pornography. This number is up approximately 61% over a six month period in 2007. Many of these computers contain hundreds or thousands of images and videos depicting the often brutal pornographic sexual molestation of children as young as infants and toddlers. The possession and distribution of child pornography has grown to epidemic proportions. According to a 2008 study of over 2,200 Junior High School age children in Mid-Missouri, 12% of all the girls with Internet in their home reported having been asked to send unclothed photographs of themselves.

Although national statistics would indicate the enticement of children over the Internet has decreased, this does not appear to be the case in Mid-Missouri. According to the 2008 study 18% of all the girls with Internet in their home reported having been asked by a stranger they met over the Internet to meet them in person.

In addition to these criminal acts we have seen a growing problem with cyber bullying in Mid-Missouri. In 2008 the Missouri Legislature upgraded the harassment statue to help protect children from those who inflict emotional pain on the young due to the tragic death of a fourteen

year old St. Louis area girl. In the 2008 Mid-Missouri study, 17% of Jr. High age girls with Internet in their home reported having been bullied on line. As all of these problems continue to flourish and grow parents, schools, social workers, and others increasingly seek investigations and training from the MMIC Task Force regarding the protection of their children. As a result, presentations to community groups and schools in Mid-Missouri increased by 37% in 2008.

Advancement in technology changes rapidly in today's world making it very difficult to maintain a level of experience and expertise in this area. Adequate training is lacking across the United States and often scheduled with short notice causing scheduling and financing problems. As defense attorneys and defense experts gain experience, investigators must maintain advanced training in order to adequately testify in criminal proceedings and to overcome defense strategies.

An additional problem facing our task force is that Internet related offenses are not jurisdictional. In 2008 we found an increasing number of investigations mandated investigative work to be performed at the suspect's location as well as in our jurisdiction. Although trained Internet crimes against children investigators are more prevalent than previously, many areas still do not have adequately trained or willing personnel to assist with investigations in a timely fashion mandating investigators travel to various locations.

These are only a small sampling of the challenges facing the Mid-Missouri Internet Crimes Task Force. As the use of the Internet, technology, and cellular telephone usage increases by both minor children and those seeking to commit crimes against them, the challenges for our task force to protect those children and families will continue to grow. As new technology is developed new investigative and forensic techniques will also need to be

implemented. As awareness of Internet related crimes increase, numbers of investigations will increase accordingly straining the resources of the Mid-Missouri Internet Crimes Task Force.

### C. Goals and Objectives

The Mid-Missouri Internet Crimes Task Force is a joint cooperative effort formalizing relationships between and among the participating agencies in order to foster an efficient and cohesive unit capable of addressing the problem of crimes committed through the use of computers and the Internet within the Mid-Missouri area. These investigations include but are not limited to Internet enticement of children, child pornography, trafficking of children, trafficking of illegal narcotics to children, harassment, cyber bullying, terrorist threats, and other crimes facilitated through the use of computers, the Internet, or other electronic media and the forensic examination of computers and other electronic media used to facilitate criminal activity. It is the desire of the participating agencies to achieve maximum inter-agency cooperation in a combined law enforcement effort aimed at reducing criminal activity perpetrated though the use of computers, the Internet, and other electronic media within the communities it serves.

The goal of the Mid-Missouri Internet Crime Task Force is to decrease the number of children and families becoming victims of crimes perpetrated through the use of the Internet. Five primary objectives to reaching this goal are outlined through both investigative and educational methods. Each objective is important and stands on its own merit and is not necessarily ranked in any specific order.

1. Increase the number of covert and reactive investigations initiated by the Task Force. As the number of investigations increases the number of Internet criminals that can be identified increases. These covert investigations will include investigations into child enticement, child exploitation, obscenity toward children, and the distribution of child pornography. Accordingly

an increase in reactive investigations provides direct support to families when they are confronted with information that someone is directly attempting to victimize their child.

- 2. Increase the number of investigations into the distribution of child pornography through file sharing programs. Research indicates a substantial number of those possessing child pornography have engaged in the sexual molestation of children undetected by law enforcement not to mention the re-victimization of children when these horrific image are passed around like a prized possession.
- 3. Increase the number of forensic examinations and investigations. As a task force we want to increase the services we can provide to law enforcement throughout our service area. In so doing we increase our ability to help area law enforcement with the investigations of Internet crimes and in turn to help children and families in our service area.
- 4. Continue to keep the task force trained with cutting edge information; conduct or provide in service training for law enforcement in our service area; and provide training for prosecuting attorneys in the Mid-Missouri area to assist them in the prosecution of Internet crimes against children.
- 5). Continue to provide community presentations to both adults and children. By educating parents and others concerned with the safety of children we can hopefully reduce the number of those who fall victim to Internet criminals. By educating children on the dangers of the Internet we can give them the tools they need to both protect themselves and to know what they can do when someone approaches them on the Internet.

### D. Methodology

### 1. Type of Program

The Mid-Missouri Internet Crimes Task Force is governed by a Board consisting of the agency heads from departments providing personnel or substantial other resources to the Task Force. As of this time three detectives from the Sheriff's Department and one detective from the Columbia Police Department are assigned to the Task Force on a full time basis. Additionally one forensic examiner from the University Of Missouri Police Department is assigned on a part time basis. With this grant we desire to add a full time investigator from the University Of Missouri Police Department. The Task Force serves a seven county area and has twenty-two criminal justice agencies as primary or associate members. In addition to these regular members we have established partnerships with the Rainbow House and Child Advocacy Center of Columbia, Missouri Internet Crimes Task Force, and MORE.net the Internet service provider for Missouri public schools and libraries.

The major focus of this task force is the investigation and prosecution of Internet crimes committed against children. Investigations may include Internet enticement of children, promoting and possession of child pornography, trafficking of children, cyber bullying, trafficking of illegal narcotics especially to minors, terroristic threats such as plots of violence at schools, or other crimes perpetrated through the use of computers, the Internet, cellular telephones, or other electronic media. These investigations focus on both proactive and reactive investigations. Complaints from parents and others are investigated and may be reported directly to the Task Force or through the complainant's local law enforcement. The Task Force also investigates the distribution of child pornography through file sharing programs or other means.

The task force provides forensic examinations of computers and other electronic media to law enforcement agencies and prosecuting attorneys in the Mid-Missouri area. In addition, investigators assigned to this task force participate in public awareness and education programs

to educate parents, grandparents, social workers, school officials, students, and others about the dangers of the Internet and methods to reduce the likelihood of becoming a victim of Internet crime. Primarily these programs are provided to public and private schools, parent organizations, civic groups, religious organizations, local media, or other group meetings. Also task force investigators and forensic personnel provide training to area law enforcement on a variety of issues regarding Internet or computer related investigations and electronic media.

### 2. Proposed Service Area

The Mid-Missouri Internet Crimes Task Force Services a seven county area in Mid-Missouri. The Task Force provides technical, investigative, and forensic assistance to law enforcement agencies and prosecuting attorneys in the counties that are immediately adjacent to Boone County including Audrain, Callaway, Cole, Cooper, Howard, and Randolph. The largest municipalities in each county are Columbia, Mexico, Fulton, Jefferson City, Boonville, Fayette, and Moberly, respectively. Every law enforcement agency and office of the Prosecuting Attorney in the service area can become a member of the Task Force. Furthermore any law enforcement agency or Prosecuting Attorney in the service area may request the Task Force assist with an investigation regarding offenses involving the Internet, computer, or cellular telephone media. The Task Force will continue to assist outside our service area when appropriate and requested. According to the latest census information this service area has a population of approximately 340,983 of which approximately 22.8% or nearly seventy eight thousand are under eighteen years of age.

### 3. Project Implementation

With the implementation of this grant one detective will be selected from the University Of Missouri Police Department to become a full time member of the Task Force. This individual will be evaluated for prior training, experience, and abilities and will be sent to the necessary training that will enable him or her to conduct investigations to include on site data seizure. Additionally equipment and services will be purchased in accordance with the grant. Undercover Cellular telephone minutes will be purchased for a 12 month period allowing for undercover cellular telephone investigations.

Primary DSL Internet service will continue to be provided by Tranquility Internet Services of Columbia. Internet service through a wireless aircard will continue to be provided through AT&T Internet Services as they have provided a very competitive rate and are willing to provide this service on a month-to-month basis. Memberships to America-On-Line will be purchased to allow investigators to conduct investigations of illegal conduct through the use of this service. Equipment and upgrade equipment will be purchased in accordance with Boone County Purchasing requirements.

Continuing and advanced training for both on line investigators and forensic examiners will be arranged with this grant providing travel, lodging, and daily expenses at the appropriate times to attend these training opportunities. One forensic examiner joining the Task Force and one remaining examiner will receive training on Encase forensics. All forensic examiners will receive advanced training in a variety of forensic techniques. Additionally as investigations mandate, investigators may be assigned to travel to outside jurisdictions for both investigative purposes and prosecution purposes.

### 4. Identification of Matching Funds

Local matching funds will be calculated from an in-kind donation made by the Boone County Sheriff's Department by supplying one detective with a twelve month salary of \$48,942.48 not including benefits. The University of Missouri Police Department is donating one

forensic examiner on a part time basis who will provide at least ten percent of his time to Task Force Investigations amounting to an in-kind donation of at least \$8,136.72. Combined this contribution is 19% of the total project cost.

### 5. Budget Justification

The following is information pertaining to each budget item for which grant funds are being sought.

### Personnel:

Investigators/forensic personnel: Two investigators, one of whom is also a forensic examiner, have been funded through the ICCG grant. This grant will continue their positions. An additional investigator, supplied by the University Of Missouri Police department will be a new position. Each of these positions will be full time. In addition to the new positions, one investigator/forensic examiner will be provided by the Boone County Sheriff's Department whose salary will also be used for local match. The University of Missouri Police Department will provide one forensic examiner on a part time basis to work at least ten percent of this time which will be used as a local match. The Columbia Police Department will also provide one full time investigator/forensic examiner to the Task Force. Even considering all of the personnel identified above, this Task Force remains understaffed when compared to the potential workload.

Personnel Overtime: Overtime is based on hours worked during the 2008 calendar year.

Overtime is being sought for the two investigators being retained by this grant and the new officer sought by this grant. Overtime is also requested for two additional investigators/forensic examiners who are assigned fulltime to the task force by the Boone County Sheriff's Department and the Columbia Police Department with their straight time

salaries and benefits paid by each of those sending agencies. Overtime will be used as needed and may vary in specific hours and personnel as estimated on the overtime budget page.

### Travel:

- Encase Computer I: Two forensic investigators will be sent to this first of two forensic classes which will train them in the use of Encase forensic software.
- **Encase Computer II:** Two forensic investigators will be sent to this second of two forensic classes which will train them in the advanced use of Encase forensic software.
- **Protect Our Child Conference:** Five investigators assigned full time to the task force, one forensic examiner assigned part time, and one assistant prosecuting attorney will be sent to this conference in Kansas City. This conference is sponsored by the U.S. Department of Justice.
- **ICAC Investigative Techniques:** The new investigator sought by this grant will be sent to this training. This is a basic training course for beginning investigators.
- **ICAC Undercover Investigations:** The new investigator sought by this grant will be sent to this training, after first completing the ICAC IT course.
- **Peer To Peer Training:** Four investigators and forensic examiners will be sent to this course providing this course is scheduled in Missouri or surrounding states in a proximity that allows for driving to the class.
- Investigative Travel: These funds will be used for such occasions an investigator may be required to travel and remain for at least one overnight stay for the purpose of conducting investigations outside an area in a proximity that would allow the investigator to return to their home at night. These funds would also be used if necessary if investigators/forensic

examiners are required to stay away from home for at least one overnight stay due to a criminal court proceeding on MMIC Task Force related investigations and no other sources are available for funding such as prosecutors funds.

## **Equipment:**

- LCD Projector: This item is for public and community presentations and allows the presenter to display PowerPoint or other demonstrations to the audience. This unit should be small and as light as possible so easily carried. It should also be wireless if possible. Currently the Task Force is using a borrowed projector.
- **Speakers:** Two speakers will be purchased that can be used for public and community presentations. These speakers will allow for showing of video and public service announcements pertaining to the safety of children and families. These speakers should be as small and light as possible in order to easily carry to presentation sites.
- **Router:** This equipment item is to hook up additional undercover computers to an existing undercover Internet Service.
- Hard drives for forensic examinations: These are to increase the number of hard drives needed to conduct forensic examinations and prepare examinations for court. Hard drives should be in 300GB, 500GB, and Terabyte sizes. Costs of these items vary constantly depending on size, availability, and discounts offered for bulk sales. These drives are used to create forensic images of suspect drives and media and may have to be maintained until the court process is over. Upon completion of the court process data contained on these drives may on occasion be backed up to other storage devices such as DVD's and stored. If needed again the stored data may then be put back on an

appropriate sized hard drive. Specific numbers, sizes, and costs of these items can not be accurately estimated for future purchase.

- FTK Mobile Phone Examiner Kit: This equipment will be purchased to aid forensic examiners with the examination, extraction of data, and preparation for court pertaining to cellular telephones. This equipment will be used in conjunction with the CelleBrite UFED System.
- CelleBrite UFED System: This equipment will be purchased to aid forensic examiners with the examination, extraction of data, and preparation for court pertaining to cellular telephones. This equipment will be used in conjunction with the FTK Mobile Phone Examiner Kit.
- **Portable Printer:** This item will be used by investigators during the service of court ordered search warrants. This equipment will be used in conjunction with laptops already used by investigators to document the actions taken during the service of search warrants and to prepare evidence labels and receipts on scene. This equipment produces a more professional investigation and presentation in court.
- 19" Flat Screen Monitors: These monitors will be used with computers already in the possession of the MMIC Task Force but assigned to the new investigator and returning forensic examiner.
- Laptop Stand: This equipment will be used in conjunction with laptop computers currently used by the MMIC Task Force and the portable printer sought with this grant. This stand allows an investigator to use this equipment when there is no desk or suitable place to conduct on scene work as described previously. A lack of proper space for using a laptop computer on scene is very common.

- XP Pro Image Backup System: This equipment will be used to easily backup and/or store case files, generally consisting of forensic images, forensic examination files, and electronic case files, to DVD's. This equipment allows forensic examiners to make these transfers automatically rather than feed the data to DVD's one at a time. Currently single sided DVD's hold slightly over 4 GB's of data. Hard drives containing the forensic and examination files will typically be 300 gb, 500 gb, or terabyte size. With the automated equipment backups that may take many hours of the examiner's time can be done while the examiner attends to other duties or even when not present such as overnight or over weekends. This automation and savings of individual attention hours allows the examiner to focus on other cases thus allowing more cases to be processed.
- Shadow 2: This equipment allows forensic examiners to see and examine a computer in the environment seen by the user while prohibiting any change of data on the suspect computer. This equipment also allows examiners to take screen shots or photographs of the screens including various files and program settings for court presentations.

  Currently the MMIC Task Force utilizes a Shadow 1 that was purchased by the Boone County Sheriff's Department. The Shadow 2 is designed to accommodate SATA drives where the Shadow 1 is designed for IDE drive examinations.
- Forensic Computer: This equipment is to replace and update a current forensic computer already in use. The Fred forensic computer is specifically designed by Digital Intelligence for the examination of computer hard drives. Currently the MMIC Task Force has three computers used for forensics, one of which was purchased in March 2005. Although these computers were built to specific specifications they are not designed specifically for forensic analysis of electronic media. The replaced unit will be

either used as an undercover computer for a new investigator if funded, or it may be used as a work station where area law enforcement officers can view processed forensic files, under the supervision of a forensic examiner. This may also help in the turn around time of processing seized computers.

## Supplies/Operations:

- Cellular Telephone Minutes for Undercover Cellular Telephone: The MMIC Task Force currently has a cellular telephone used for undercover investigations. This phone is used for phone calls and text messaging with suspects. This item will purchase unlimited phone and text messaging for one year.
- **Digital Voice Recorders:** These recorders are for recording on scene and telephone interviews with suspects.
- Digital Audio Recording Telephone Adapter: These adapters will be used in conjunction with the recorders. This adapter permits the recorder to be attached to regular telephones or cellular telephones to record calls between suspects and investigators. This device can also be used when recording face to face interviews while the recording device is concealed.
- **Lexis-Nexis Program:** This is a subscription to a public record program that allows investigators to track and locate suspects and witnesses. This is a new subscription.
- Encase Forensic Software: This software is a forensic tool for forensic examiners. This is new software for two examiners and extents their capabilities.
- Undercover Internet Access: This is an undercover Internet account for investigators to conduct undercover investigations and for both investigators and forensic examiners to have Internet access to areas necessary for their investigations yet restricted through

governmental Internet accounts. The governmental restricted areas may include porn sites, program sites, and others.

- Internet Wireless Air Card: This device allows investigators to access the Internet from remote sites. This device is used for enticement investigations when the decoy investigator needs to be at a meeting site yet have Internet contact with the suspect. This device also allows investigators to have Internet access when working case away from the office area such as surrounding counties.
- America On Line Subscription. This one year subscription allows for undercover investigations into child enticement, child pornography, and other crimes through the AOL network. Two subscriptions are being requested for two investigators.
- Forensic Tool Kit License: This is a yearly license and support to operate the Forensic Tool

  Kit forensic software by Access Data. Four forensic examiners are licensed to use FTK.

  In 2008 the license fee was increased to \$655 each and Access Data indicates 2010

  license fees will increase approximately 10% to \$720 each.
- **Encase One Year License:** This license is for one forensic examiner already licensed to use Encase forensic software.
- **Antivirus Subscription:** 15 one year subscriptions for AVG antivirus. These subscriptions are for forensic, undercover, laptop, and work station computers used by the MMIC Task Force.
- FTK Forensic Training Package: This is an all in one training package that allows forensic examiners to attend any training offered by Access Data during a one year period. Three forensic examiners will attend at least three advanced forensic classes. These classes will

be attended through Webinar thus saving travel and hotel expenses. Training in this fashion saves a substantial amount of money and allows for more advanced training.

Encase Computer Forensics I Training: This is a class registration fee to attend the basic Encase forensic class. This class is for two forensic examiners to learn the proper usage of this forensic tool.

Encase Computer Forensics II Training: This is a class registration feel to attend the advanced Encase forensics class. This class is for the two forensic examiners attending the basic class to gain advanced forensic training using the Encase forensic tool.

Protect Our Children Conference: This is for registration for six investigators and one assistant prosecuting attorney to attend this conference in Kansas City. This conference is sponsored by the U.S. Department of Justice, Kansas City Office and is for cyber crime investigators and forensic examiners from the Mid-USA area.

Camtasia Studio/Snagit Bundle: This is packaged software containing both Camtasia and Snagit video recording and photograph imaging capabilities. This software allows investigators to document undercover Internet investigations and conversations and allows forensic personnel to document and record various aspects of the forensic examination. This software also assists investigators and forensic examiners in preparing and editing courtroom testimony.

## 6. Supplanting

None of the grant items requested represents a currently funded item either from local matching funds, federal, or state grants. Personnel funding in this grant is for either new personnel or to retain personnel whose funding will be terminated. Overtime funding is being

sought through this grant for personnel whose salaries are funded through sending agencies on a straight time basis only.

In this grant process grants are being applied for through two potential grant sources. This is being done in order to maintain or increase the level of services the MMIC Task Force is providing to law enforcement, prosecuting attorneys, and citizens in the Mid-Missouri area. Any funds that are eventually awarded by the Missouri ICCG grant will not be funded through this grant. Funds that are received through this grant will be used for new services, equipment, training, or transportation incurred during this grant period.

## 7. Community Impact

The Mid-Missouri Internet Crimes Task Force will impact the community in a number of ways including the investigation of Internet crimes; the prosecution of Internet offenders; the protection and education of Mid-Missouri children; the education of parents, teachers, law enforcement officers, and others concerned with the safety of children and reducing Internet crime. Over the past year we have seen an increase in cases reported as a result of this community awareness.

How do we decide the value of keeping a child from being the victim of a sexual assault? How do we determine exactly how many children a pedophilic sex offender may have molested before being apprehended? How many children would be continue to molest if not caught?

Foremost is the reduction of sexual perpetrators in Missouri. This can be achieved at least two ways: by apprehending the offenders and by utilizing the media and other sources to discourage offenders from coming to our jurisdiction. A strong, offensive approach will be proactive by letting Internet criminals know that Mid-Missouri is not a place to commit Internet crimes against children. This Task Force can be a powerful component in the fight against

Internet predators. Parents are concerned about school violence and the safety of their children. This Task Force works closely with area schools to look for and to pursue any threat or electronic communication that creates concerns about safety in our schools.

It seems unlikely that for the next several years at least, the number of criminal offenses against children will decrease with substantial increases likely. Only by increasing resources will law enforcement be hopeful of eventually reducing these classifications of criminal activity.

## E. Cost Assumption

The governing body of Boone County government recognizes the need for the aggressive enforcement of Internet related crimes, especially crimes committed against children and families. The Mid-Missouri Internet Crimes Task Force has obtained private donations and grants that assist in making this Task Force possible. This community support has confirmed to Boone County government our citizens consider this issue to be a priority. The Task Force has also worked closely with area media sources to inform listeners to the needs of this project. Additionally Boone County government has a tradition locally and nationally of being progressive in service to our community.

## F. Evaluation Procedures

This program will be evaluated by utilizing two evaluation formats. First, periodic calculations will be compared with the set goals and objectives to see if they are met or exceeded. Secondly the following criteria will be evaluated on a monthly, quarterly, and annual basis:

- 1. Number of investigations conducted
- 2. Number of investigations cleared
- 3. Number of investigations cleared by arrest and exceptional means

- 4. Number of forensic examinations performed
- 5. Number of subpoenas served
- 6. Number of search warrants served
- 7. Number of community presentations and number of attendees

## G. Report of Successes

The Task Force serves the Mid-Missouri area by investigating Internet related crimes against children and assisting other agencies in our service area with Internet related investigations. During 2008, the Task Force conducted one hundred and twenty investigations which is an 11% increase over the previous year. The task force disposed of one hundred and five cases which was a 34% increase over 2007 and arrests were up by 35% over the previous year. Although fewer subpoenas were actually served in 2008 over the previous year, search warrants served increased by 28%.

In 2008 The MMIC Task Force identified fourteen Mid-Missouri children between the ages of three and sixteen who were victims of the production of child pornography, sexual assault, and one victim of cyber harassment that resulted in charges. Convictions during 2008 handed down over ninety-one years in sentences. In addition to assisting local law enforcement we assisted the United States Department of Immigration And Customs Enforcement and the Federal Bureau of Investigation in several federal investigations.

In 2008 we provided one hundred nine forensic analysis's of computers and associated media on cases the Task Force has investigated as well as computers and media seized by member agencies. This was a 108% increase over the previous year. The number of forensic examinations has gone way beyond our expectations and this number will continue to grow as the number of investigations increase.

In 2008 we provided four hundred twenty-nine hours of training for Task Force Investigators and forensic examiners. This training allows the investigators to maintain a level of expertise and professionalism that makes them both productive and a resource for other Internet crimes investigators. Additionally we provided three in-service training opportunities to 94 law enforcement officers in our service area and saw a 166% increase in technical assistance to law enforcement and prosecutors in our service area.

We have also been working diligently to develop and present programs on Internet Safety to all citizens and families in our service area. We have developed programs for parents and other programs for children who use the Internet. During the 2008 calendar year we gave presentations to forty-six groups with a total of approximately three thousand seven hundred ninety attendees which is an 84.5% increase over the previous year. Already during the first fourteen weeks of 2009 the Task Force has provided ten programs to nearly six hundred participants and conducted an open house at the State Capital for Missouri legislators.

In addition we took part in two Internet Safety Night events sponsored by MORE.net. These events allowed for public participation and were transmitted by closed circuit to a number of schools in Missouri as well as several other states including Arkansas, California, New York, Florida, Arizona, Illinois, Kentucky, Virginia, Pennsylvania, and Canada. A panel answered questions from viewers on a variety of topics concerning Internet safety.

In June two task force investigators spent a Saturday morning at a Columbia Wal-Mart Super Center visiting with parents, guardians, and other customers concerned with the safety of children. We set up a table with resource materials obtained from a variety of reliable sources such as the National Center for Missing and Exploited Children. As patrons entered the store we

had the opportunity to visit with them about their Internet safety concerns and distribute materials to help them keep their families safe.

During the year 2008 we also had the opportunity to talk with parents and grandparents at the Mid-Missouri Home Schoolers Safety Fair and the Elderly Festival. On three occasions throughout the past year we were invited to testify at Missouri legislative sub-committees on a variety of Internet topics and participated at the second Missouri Governor's Summit for Online Child Exploitation.

We also continued an internship program through Columbia College. This program allows selected Columbia College students participating in either Criminal Justice or Information Technology degree programs to assist the Task Force and receive credit hours. These students were outstanding and provided much needed assistance in a variety of aspects including everything from research, clerical work, hooking up computers, wiping hard drives, and other tasks while learning through first hand experience about Internet related investigations.

The Mid-Missouri Internet Crimes Task Force has proven to be very successful. Even with our limited resources we have made a major impact on Internet crimes in the Mid-Missouri area and have established ourselves as a leader in Missouri in the fight against Internet Criminals.

# INTERNET CYBER CRIME GRANT (ICCG) PROGRAM CERTIFIED ASSURANCES

Agency Name: County of Boone

Project Title: Mid-Missouri Internet Crimes Task Force

In addition to the general terms contained in the *ICCG 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 Chapter 650 RSMo, Section 650.120; Missouri Department of Public Safety Financial and Administrative Guidelines for Contracts; the 2010 Internet Cyber Crime Grant (ICCG) Application Packet; and other applicable federal/state laws, guidelines, or regulations.
- 2. The Applicant shall share information and cooperate with the Missouri State Highway Patrol and with existing Internet Crimes Against Children (ICAC) task force programs.
- 3. The Applicant agrees to maintain the records necessary to evaluate the effectiveness of the project from both a financial and programmatic standpoint. Records shall be maintained with the pass-thru agency.
- 4. The Applicant agrees to submit the appropriate **Monthly Report of Expenditures** to verify actual cash expenditures and request reimbursement for them and **Quarterly Progress Reports** to analyze project activities, as required in the Program Guidelines under "Reporting Requirements" for their project.
- 5. **Personnel:** The Applicant assures that payroll records and time/attendance records shall support any 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.
- 6. <u>Travel:</u> Expenditures for travel shall be supported and documented by signed travel vouchers. Lodging, transportation, and itemized meal receipts shall be available for review upon request. Lodging and meal expenses are subject to federal per diem rates as stated at <a href="https://www.gsa.gov">www.gsa.gov</a>. Lodging must closely adhere to federal rates, whereas meal expense (tip included) shall not exceed federal per diem rates for any given location. Where an itemized meal receipt is not available, the person shall indicate the items eaten on the receipt. The Applicant is responsible for ensuring that travel is completed in the most cost effective means. Local travel rules and regulations shall apply if they are more restrictive than those stated here. Only <a href="https://www.gsa.gov">actual</a> travel costs may be reimbursed and only after travel has been completed.
- 7. <u>Training:</u> Detectives and computer forensic personnel shall meet minimum training standards set by the Internet Cyber Crime Grant Board. Computer Crime Investigative Tasks generally fall into the following three categories:
  - 1. Field Investigations (Search & Seizure / Knock & Talks)
  - 2. On-Line Investigations
  - 3. Computer Forensic Investigations

The respective minimum training standards, by category, shall either be in place at the time of application for a grant, the training is scheduled to begin within grant period, or that the grant will be primarily to address training needs. Note: Police/Peace Officer Certification is mandatory and foundational in all aspects.

## > Field Investigator

Minimum:

Trained and certified to utilize one or more of the following pre-search tools:

- ImageScan (FBI/RCFL on site search tool)
- Knoppix (Linux based search tool)
- STOP Program (Presearch program taught by NW3C for presearch of computers)

All of these items are taught and provided by various entities at no cost.

#### Recommended:

• Peer-to-Peer (P2P) (File sharing training)

## On-Line Investigator

- Training in undercover communications to identify subjects enticing minors via the Internet. [NW3C (BOTS Program), ICAC Search Program, ICAC Undercover Chat Investigations, or similar training].
- Some form of documentation, certification, etc., regarding the understanding of the activity with knowledge of the laws and regulations for on-line chat investigations.

## > Computer Forensic Investigator

## Minimum:

- Basic Training with programs such as Basic Data Recovery & Analysis (BDRA) through the NW3C (offered free) or similar entry-level training.
- Some form of proficiency documentation or certification.
- Ability to present the findings for effective prosecution to include advanced forensic tool training with forensic examination tools such as EnCase, Forensic Tool Kit and I-Look (or similar tools).

#### Preferred:

- IACIS, two-week school (In addition to advanced forensic tool training listed above)
- 8. **Equipment:** Expenditures for equipment shall be in accordance with the approved budget and supported by receipts or invoices. The Applicant is allowed to purchase a different model, brand, etc of an approved equipment item without prior approval as deemed appropriate and necessary for their project; however, the Applicant is not allowed to purchase a larger quantity of any approved item without prior, written approval. All items of equipment must be assigned an inventory number and tag and be readily identifiable as being purchased with Missouri Department of Public Safety/ICCG Program funds. Expenditures for equipment used as match must be in accordance with the approved budget.
- 9. The Applicant is responsible for replacing or repairing property which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage, or theft of the property must be investigated and fully documented and made part of the official project records.
- 10. <u>Supplies/Operations:</u> Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure all items purchased directly relate to the specific project objectives for which the contract was approved. No indirect costs will be allowed.
- 11. <u>Local Match Share:</u> The approved match must be expended within the time period (the contract period) for which state 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 state funds.

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

12. <u>Budget Revisions:</u> Contractors shall make a written request for approval from the Missouri Department of Public Safety for major budget changes on a *Request to Revise the Budget Form* at least 30 days prior to the proposed change. **Prior written approval** in the form of a Contract Adjustment Notice shall be received

from the Missouri Department of Public Safety, Office of the Director, for certain changes in the budget as outlined below:

- 1. Changes which increase or decrease the total cost of the project.
- 2. Change of more than 10% of an existing line item within a budget category.
- 3. Addition of a new line item in any budget category.
- 4. Change in expenditure amounts from budget category to budget category.
- 13. <u>Program Changes:</u> Contractors shall submit in writing on a *Change of Information Form* any program changes that the agency experiences during the contract period. Major program changes may be subject to approval from the Missouri Department of Public Safety, Office of the Director. Program changes include changes as outlined below:
  - 1. Change in project site or service area.
  - 2. Change in or temporary absence of the Project Director, Authorized Official, or Officer in Charge.
  - 3. Change in or temporary absence of the person who receives the Monthly Report of Expenditures form.
  - 4. Change in project-funded staff (indicate change in personnel names and effective date of change).
  - 5. Successor in interest and name change agreements.
  - 6. Change in scope of the programmatic activities or purpose of the project.
  - 7. Change in mailing address or contact information.
- 14. <u>Procurement:</u> The Applicant assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition. In addition, the applicant assures that all procurement transactions will meet the minimum standards set forth in the *Missouri Department of Public Safety Financial and Administrative Guide for Contracts*.
- 15. The Applicant shall fully coordinate all financial activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.
- 16. The Applicant certifies that all expendable and non-expendable property purchased with funds awarded under this contract shall be used for criminal justice and internet cyber crime purposes only.
- 17. The Applicant assures that state ICCG grant funds made available will not be used to supplant state and local funds, but will be used to increase the amount of funds that would, in the absence of state funds, be made available for the activities of this project.
- 18. 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.
- 19. <u>Audit:</u> An audit is required if the Applicant expends \$100,000 or more in state funds in a year. The required audit is to be on an organization-wide basis and independently performed.
- 20. The law enforcement agency under this contract assures that it is in full compliance with the provisions of Section 43.505 RSMo relating to uniform crime reporting and Section 590.650 RSMo relating to racial profiling. Failure to comply with these sections by the law enforcement agency may result in the withholding of state funds or termination of this contract.
- 21. If the Applicant provides funding under this contract to any law enforcement agency, the Applicant assures that the law enforcement agency is in compliance with the provisions of Section 513.653, RSMo relating to

acquiring an independent audit of federal seizures and the proceeds received therefrom. A copy of such audit shall be provided to the Department of Public Safety at the time of submitting the ICCG Application.

- 22. The law enforcement agency under this contract assures that it 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 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."
- 23. 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 of the effective date of termination. 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.
- 24. It is understood and agreed upon that, in the event funds from state 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.
- 25. "Regional multi-jurisdictional law enforcement task forces, incorporated under the laws of the State of Missouri as a not-for-profit organization and in good standing, whose board of directors include, at a minimum, three police chiefs or other law enforcement chief executive officers from the area served by the task force."

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

IMPORTANT: The Certified Assurances outline important requirements of this contract. By signing, you are agreeing to comply with these requirements. Failure to comply with any of the guidelines outlined in these certifications could result in the termination of the contract.

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.

PROJECT DIRECTOR:	AUTHORIZED OFFICIAL:  Ken Pearson-Presiding Commissioner	
Dwayne Carey-Sheriff		
Name/Title (Print)	Name/Title (Print)	
Signature Carey 4-16-09 Date	Signature 4/14/09 Date	

CERTIF	ICATION	APPLICANT AGENCY:	County of Boone	
OF CAS	H MATCH	PROJECT TITLE:	Mid-Missouri Internet Crimes	s Task Force
STRUCTION	ONS:		<u> </u>	
assure that 2. Under Sou 3. Show the t 4. These fund funds that associated	the match in quest arce of Matching F otal amount of the ds must be identified would otherwise be with the appropriat explanation of allo	ion conforms to definition a funds, list the name and add cash contribution under <b>Am</b> d in state or local agency but made available. Identifications or budget process.	to be contributed as matching and standards established by the ress of the contributing organizount.  dgets or appropriations and mution requires an earmarking in such is needed, contact the Misso	grant program.  ation and source.  st be in addition to some document
	MATCHING FU	NDS		AMOUNT
Boone County	General Revenues-	- County of Boone, 801 Wes	st Walnut St., Columbia, MO	\$48,942.48
University of M Columbia, MC	•	y of Missouri Police Departi	ment, 901 Virginia Ave,	\$8,136.72
<del>_</del>				

The signature below, by the Applicant Authorized Official, certifies that all matching funds identified in this application are in accordance with the Missouri Department of Public Safety guidelines.

Authorized Official Signature

7\_\_\_\_ Date

TOTAL CASH CONTRIBUTION | \$

57,079.20

## **AUDIT REQUIREMENTS**

As a recipient of funds through the Missouri Department of Public Safety, you ARE required to submit a copy your agency's audit for the period covered by this contract.

- An audit is required for the agency fiscal year, when **State** financial assistance, (which consists of funds received directly from the State of Missouri, but does not include federal pass-through funds), of \$100,000 or more is expended by the applicant agency.
- An audit is required for the agency fiscal year, when **Federal** financial assistance, (which consists of funds received from the Federal Government or federal funds passed through state agencies), of \$300,000 or more is expended by the applicant agency.
- ⇒ No audit of any type is required when **STATE** financial assistance of less than \$100,000 or **FEDERAL** financial assistance of less than \$300,000 is expended. However, the recipient must maintain detailed records on grant activity required for such grants.

This section <u>must</u> be completed even if your agency is not required to submit an audit to the Missouri Department of Public Safety and be signed by the Authorized Official listed within the application.

1. Date of last audit:	June 2008 2	Date(s) covered by last audit	:1/1/2007-12/31/2007
Last audit performed l	by: KPMG		
Phone number of audi	tor: 314-444-1400		
4. Date of next audit:	June 2009 5.	Date(s) to be covered by next	audit: 1/1/2008-12/31/2008
Next audit will be perfe	ormed by: Rubin Br	own	
Phone number of audit	or: 314-290-3300		
7. Total amounts of fund	s received from <u>ALL</u> e	ntities <u>INCLUDING</u> the Depa	rtment of Public Safety
Federal Amount:	\$ 1,798,406	State Amount:	\$ 2,901,691
	counties and other local	l political subdivisions and not	s, and all judicial circuits. First, a-for-profit agencies must make
Signed:	Authorized Official)	Dat	e: <b>4/14/09</b>
Agency: County of Bo	one	Phone:	573-886-4305

## OFFERER'S CONTRACT EXPERIENCE

List the agency's prior experience in receiving and administering funds through other federal, state, local, or private funding programs.

Previous Contract With
Agency: Mo Dept of Public Safety Address:
City: Jefferson City State: MO Zip Code:
Person Familiar With Performance: Eric Shepherd
Title: Manager LE Grants Telephone Number: 573-751-4905
Description of Project
Contract Period: From <u>01-01-2006</u> To <u>12-31-06</u>
Summary of Project Activities: STOP Grant funds a domestic violence against women project in Boone County.
This grant funds an investigator and a variety of equipment
Previous Contract With
Agency: Mo Dept of Public Safety Address:
City: Jefferson City State: MO Zip Code:
Person Familiar With Performance: Heather Haslag
Title: Program Representative Telephone Number: 573-751-4905
Description of Duciost
Description of Project
Contract Period: From 12-15-06 To 05-31-09
Summary of Project Activities: nternet Cyber Crime Grant funds the Mid-Missouri Internet Crimes Task Force in part.
This grant funded two investigators, training and travel to training.
This program is a joint multi-jurrisdictional effort to investigate Internet Crimes
gainst children and families.

## REPORT OF EXPENDITURES AND CHECK PAYEE INFORMATION

The following information is necessary if your agency receives a contract from the Missouri Department of Public Safety. Please complete the entire form.

## **Report Mailing Information:**

Name and address of the individual who will be responsible for receiving and completing the **Monthly** Report of Expenditure and Request for Reimbursement Report.

NAME:	Captain Chad Martin		
AGENCY:	Boone County Sheriff's Departr	nent	
ADDRESS: (include city, state, and zip)	2121 County Drive		
	Columbia, MO 65202		
TELEPHONE:	573-875-1111	FAX NUMBER:	573-874-8953
E-MAIL ADDRE	CSS: CMartin@boonecountyr	no.org	

## **Check Payee Information:**

List the name and address of the check payee. Do not include an individual's name, only the name and address of the agency to which the check must be made payable. (Example: City of Jefferson, not Jefferson City Police Department; County of Cole, not Cole County Sheriff's Office)

AGENCY:	Boone County Sheriff's Department
ADDRESS: (include city, state, and zip)	2121 County Drive
	Columbia, MO 65202

<sup>\*</sup> As directed by the Missouri State Office of Administration, each applicant agency receiving a contract will be set-up to receive all reimbursements via electronic transfer (ACH) rather than by receiving a paper check, if capable.

## MID-MISSOURI INTERNET CRIMES TASK FORCE MEMORANDUM OF UNDERSTANDING

This Letter of Agreement is entered into by and between the following agencies:

Boone County Sheriff's Department Agency Mid-Missouri Internet Crimes Task Force

Nothing in this agreement should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating agencies.

## PURPOSE/MISSION

The Mid-Missouri Internet Crimes Task Force is a joint cooperative effort formalizing relationships between and among the participating agencies in order to foster an efficient and cohesive unit capable of addressing the problem of crimes committed through the use of computers and the Internet within the Mid-Missouri area. These investigations include but are not limited to Internet enticement of children, child pornography, trafficking of children, fraud, ID theft, trafficking of illegal narcotics, harassment, cyber bullying, terrorist threats, and other crimes facilitated through the use of computers, the Internet, or other electronic media and the forensic examination of computers and other electronic media used to facilitate criminal activity. It is the desire of the participating agencies to achieve maximum inter-agency cooperation in a combined law enforcement effort aimed at reducing criminal activity perpetrated though the use of computers, the Internet, and other electronic media within the communities it serves.

The geographic area of responsibility for the Mid-Missouri Internet Crimes Task Force is the Missouri counties of Boone, Cole, Cooper, Callaway, Audrain, Randolph, and all cities and or political subdivisions within such counties.

## **ORGANIZATIONAL STRUCTURE**

## A. Composition

The Mid-Missouri Regional Computer Crimes Task Force will consist of a combined enforcement body of agencies participating in this agreement. These enforcement agencies will be identified into two groups identified as primary

members and supportive members. Primary member agencies will provide full-time assigned personnel as set forth below. Associate member agencies will provide part-time assigned personnel to assist with specific investigations and law enforcement procedures conducted within their respective jurisdictions such as the service of search warrants, surveillance, or arrest details. All agency investigators are to be certified law enforcement officers in Missouri, under Chapter 590 of the Revised Statutes of Missouri. The Task Force can also establish Partnerships with other task forces that investigate internet and computer related crimes, governmental organizations, and private or public organizations and businesses in an effort to more effectively achieve the purpose and mission of the Mid-Missouri Internet Crimes Task Force.

The Mid-Missouri Internet Crimes Task Force will also maintain working relationships with other Missouri and National task forces investigating computer based crimes such as the Missouri Internet Crimes Against Children Task Force, the Regional Computer Crimes Education and Enforcement Group in the St. Louis area, or other similar task forces.

## **Primary Task Force Agency:**

Boone County Sheriff's Department

University of Missouri Police Department

Columbia Police Department

Boone County Prosecuting Attorney's Office

## B. Governing Board

A Governing Board consisting of the heads of the Primary Task Force Agencies and a Prosecuting Attorney within the counties served will be voting members and be responsible for the policy and direction of the Task Force. For the calendar year 2007 the Sheriff of Boone County shall be the chairperson of this governing board. A chairperson will be chosen from and approved by the other board members to serve on a yearly basis in all subsequent years. The heads of the Supportive Task Force Agencies will act as liaison members. The Governing Board will meet at least semi-annually in order to collectively provide policy oversight. Special meetings may be called at other times as needed. Attendance and voting on the Governing Board may be delegated by the Primary Task Force Agency head to a subordinate.

## C. Supervision

The day-to-day operation and administrative control of the Task Force will be the responsibility of a Task Force Coordinator named and approved by the Executive Board.

Control and supervision of each officer not assigned as a primary member of the Task Force shall be the sole responsibility of the officer's employer. Nothing in this agreement shall be construed as creating any joint employment relationship. Each employer will be solely responsible for the actions of its own employees. Each Signatory Agency agrees to accept liability for any act, error or omission of its own employees of whatever kind and nature and from whatever cause arising out of or connected with the performance of this Agreement, and to indemnify and hold the other Signatory Agencies hereto and their employees harmless from any such liability, claim, or cause of action, including amounts arising out of the performance, by that Signatory Agency's employees, of this Agreement. All liability for salaries, wages, and other compensation of any Signatory Agency's employees shall be that of the respective employer.

Whenever any commissioned officer of a Signatory Agency is injured while acting pursuant to this agreement and is thus rendered incapable of performing his/her regular duties, even though such injury may have occurred while the officer was under the direction of a Signatory Agency which was not the employer of the injured officer at the time of such injury, such officer or his/her dependents shall receive from that officer's employer, the same benefits which such officer would have received had said officer been acting under the immediate direction of said officer's employer and within said employer's jurisdiction.

## **PROCEDURES**

## A. Operational Procedures

The Governing Board will approve standard operations procedures that are reviewed on at least an annual basis. These procedures may be amended by a majority vote of the Board.

#### B. Media

All media releases pertaining to Mid-Missouri Regional Computer Crimes Task Force investigations, when appropriate, will mention the fact that the effort involved this joint task force. When multi-jurisdictions are involved no unilateral media release will be made by any participating agency without the prior

approval of the other participants. Media releases shall not include information regarding specific investigative techniques or undercover identities.

## C. Community Education and Crime Prevention

Prevention education activities are a critical component of the Mid-Missouri Regional Computer Crimes Task Force. Full time Task Force investigators will work to promote community awareness and safety by participating in presentations to schools, parent's groups, civic organizations, media outlets, or other groups to educate the public on Internet safety.

## D. Funding

Each participating agency agrees to assume all personnel costs for their Task Force representative including salaries, overtime payments and fringe benefits consistent with their respective agency. This will include but not be limited to a vehicle for each Task Force investigator including a mobile radio, portable radio, cellular telephone and all personal equipment necessary for the general safety of the investigator such as bullet resistant vest, tactical vest, flashlight, or other standard equipment.

Participating agencies may supply equipment as available to the Task Force. Upon completion of the need and or use of this equipment or if the Task Force disbands any such equipment will be returned to the submitting agency.

Funding for personnel, operational, training, and equipment expenses will be sought though grants, donations, and participating agencies.

Grants obtained by the Task Force will be administered through the Boone County Sheriff's Department and the County of Boone. Participating agencies requesting reimbursement from grants must submit a reimbursement requisition to the Boone County Sheriff's Department. Reimbursement to the participating agency will be paid after all proper forms have been received and after the administrating agency has received the reimbursable funds.

## E. Duration and Termination

The Governing Board may terminate this agreement at any time by a majority vote. Participating agencies may withdraw from this agreement at anytime by providing a 60-day written notice of its intent to the chairperson of the Governing Board.

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Chief Chief Jack Watting

University of Missouri Police Department

<u>1-29-0</u>8 Date

Sheriff Dwayne Carey-Boone County Sheriff's Dept.

Chairperson, Governing Board

## E. Duration and Termination

The Governing Board may terminate this agreement at any time by a majority vote. Participating agencies may withdraw from this agreement at anytime by providing a 60-day written notice of its intent to the chairperson of the Governing Board.

Dan Knight, Prosecuting Attorney

11-21-06

Date

Sheriff Dwayne Carey-Boone County Sheriff's Dept. Date
Chairperson

Chairperson Governing Board

## E. Duration and Termination

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Chief Randy Boehm-Columbia Police Department

Sheriff Dwayne Carey-Boone County Sheriff's Dept.

Chairperson

Governing Board

Funding for operational, training, and equipment expenses will be sought though grants, donations, and participating agencies.

## E. Duration and Termination

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Chief Sam Hartsell- Centralia Police Department

Sheriff Dwayne Carey-Boone County Sheriff's Dept.

Chairperson

Governing Board

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Chief Roger A Schrøeder

Date

Jefferson City Missduri Police Department

Sheriff Dwayne Carey-Boone County Sheriff's Dept.

Chairperson, Governing Board V

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Chief Scott Robbins-Ashland Police Department

Date

Sheriff Dwayne Carey-Boone County Sheriff's Dept.

Chairperson Governing Board

1.

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Chief Pete Herring-Hailsville Police Department

Sheriff Dwayne Carey-Boone County Sheriff's Dept. Date

Chairperson

**Governing Board** 

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Chief Kevin Suedmeyer

Auxvasse Police Department

<u>Namuon</u> 26, 2008

Date

Sheriff Dwayne Carey-Boone County Sheriff's Dept.

Chairperson, Governing Board

Mid-Missouri Internet Crimes Task Force

Date

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Sheriff Stuart Miller- Audrain County Sheriff's Dept.

Sheriff Dwayne Carey-Boone County Sheriff's Dept.

Chairperson
Governing Board

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Chief Brien Kunze- Fayette Police Department

Date

Sheriff Dwayne Carey-Boone County S

Date

Chairperson
Governing Board

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## E. Duration and Termination

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Sheriff Charlie Polson- Howard Co. Sheriff's Dept.

Sheriff Dwayne Carey-Boone County Sheriff's Dept.

Chairperson
Governing Board

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Chief Steve Myers- Fulton Police Department

Date

Sheriff Dwayne Carey-Boone Coupty Sheriff's Dept.

Chairperson

Governing Board

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Michael L Garbulski Moberly Police Department

Date

ASSOCIATE MEMBER

Sheriff Dwayne Carey-Boone County Sheriff's Dept.

Date

Chairperson

**Governing Board** 

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02/23/07 Date

Sheriff Dwayne Carey-Boone County Sheriff's Dept. Date

Chairperson

Governing Board

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Sheriff Mark Nichols-Randolph Co. Sheriff's Dept.

02-26-07

Date

Sheriff Dwayne Carey-Boone County Sheriff's Dept.

Chairperson

**Governing Board** 

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Sheriff Dennis Crane- Callaway Co. Sheriff's Dept. Date

Sheriff Dwayne Carey-Boone County Sheriff's Dept.

Chairperson
Governing Board

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Jim Cholson-Boonville Police Department

Date

Sheriff Dwayne Carey-Boone County Sheriff's Dept.

Date

Chairperson

Governing Board

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John foster Sturgeon Police Department

Date

Sheriff Dwayne Carey-Boone County Sheriff's Dept.

Chairperson

Governing Board

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### C. Community Education and Crime Prevention

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Chief Roger A Schredel

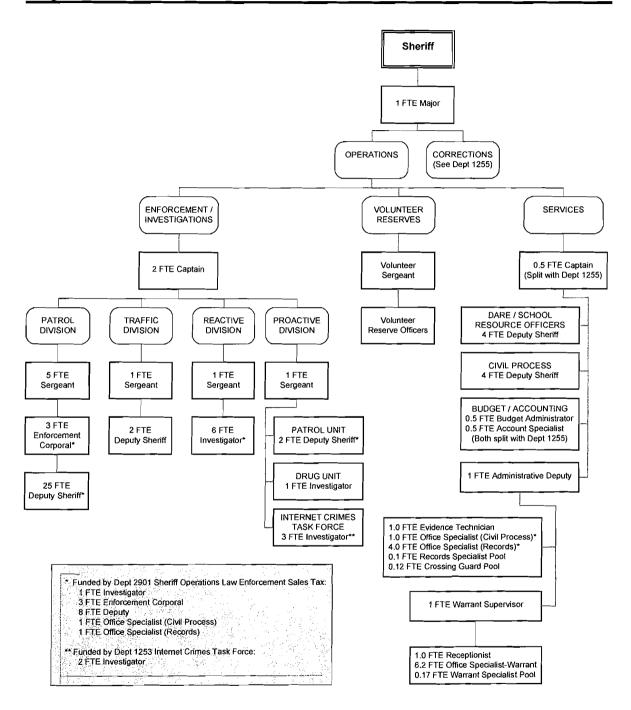
Jefferson City Missouri Police Department

Date

Sheriff Dwayne Carey-Boone County Sheriff's Dept.

Chairperson, Governing Board

### **Organizational Chart**



### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20 09

**County of Boone** 

ea.

In the County Commission of said county, on the

16<sup>th</sup>

day of April

o 09

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

Now on this day the County Commission of the County of Boone does hereby create the Lakewood Estates, Lakewood Villas and Valley Creek Neighborhood Improvement District.

Done this 16<sup>th</sup> day of April, 2009.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

### PETITION FOR THE CREATION OF A NEIGHBORHOOD IMPROVEMENT DISTRICT

To the County Commission of Boone County, Missouri:

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

A. The project name for the proposed improvements is:

#### Lakewood Estates / Lakewood Villas & Others Neighborhood Improvement District

- B. The general nature of the improvements included in this proposal is as follows: bring Roadways and Storm Drainage up to acceptable standards for county maintenance.
- C. The estimated cost of the proposed improvements is \$ 729,121.18 The final cost of such improvements assessed against the property within the district (and the amount of general obligation bonds of the County issued therefor) shall not exceed such estimated cost by more than 25% or \$ 951,027.63
- D. The special assessments will be assessed in substantially equal annual installments over a period of ten (10) years and shall be payable to the Collector of Boone County.
- E. A boundary map of the proposed neighborhood improvement district is attached hereto as **Exhibit A and** a boundary description of the proposed neighborhood improvement district is attached hereto as **Exhibit B through H**. The district is located entirely within Boone County, Missouri, and is not located in whole or in part within the limits of an incorporated city.
- F. The proposed method of assessment is as follows: The final improvement costs shall be assessed equally on a per lot/tract assessment and shall be payable in not more than ten (10) substantially equal annual installments in accordance with the laws of the State of Missouri and consistent with the administrative policies of the County of Boone.
- G. The County Commission has agreed to pay 47% of the total cost to improve Lakewood Drive. Cost shall be calculated from the actual total project cost to build Lakewood Drive and will be deducted from all project costs before initial assessments are made. The following costs shown include the deduction as per the County Cost Share Agreement.

# of Lots / Tracts	Cost Estimate	Cost Estimate + 25 %
120	\$ 5,174.90	\$ 6,798.84

CMAN, MILLS R.  LAKEWOOD DR.  IMBIA, MO 65202  C, LAURA K.  LAKEWOOD DR.	Section 3, T 48, R 12, as described by Benderate 384, being Lot 4 of Tract 20 of Lakev 11, Page 165, Boone County Records.	17-212-03-01-001.00  eficiary Quit Claim Deed recorded in Book 1114, wood Estates a shown on Plat recorded in Plat Book
MBIA, MO 65202 K, LAURA K.	Page 384, being Lot 4 of Tract 20 of Lakev	eficiary Quit Claim Deed recorded in Book 1114, wood Estates a shown on Plat recorded in Plat Book
MBIA, MO 65202 K, LAURA K.	Page 384, being Lot 4 of Tract 20 of Lakev	wood Estates a shown on Plat recorded in Plat Book
		17-212-03-01-002.00
AKEWOOD DR.	· · · · · · · · · · · · · · · · · · ·	
MBIA, MO 65202		eficiary Deed recorded in Book 2782, Page 125, es a shown on Plat recorded in Plat Book 11, Page
ERSON, SHARON W.		17-212-03-01-003.00
AKEWOOD DR. MBIA, MO 65202		eficiary Deed recorded in Book 1417, Page 888, es a shown on Plat recorded in Plat Book 11, Page
'N, BRIAN K.		15 212 22 21 22 22
N, JACQUELINE M.		17-212-03-01-004.00
AKEWOOD DR. MBIA, MO 65202		ral Warranty Deed recorded in Book 1055, Page states a shown on Plat recorded in Plat Book 11,
PER, NEIL		17 212 02 01 000 00
N, MARY L.		17-212-03-01-006.00
AKEWOOD DR.		ral Warranty Deed recorded in Book 1249, Page states a shown on Plat recorded in Plat Book 11,
	AKEWOOD DR. MBIA, MO 65202 ER, NEIL I, MARY L.	AKEWOOD DR.  MBIA, MO 65202  Section 3, T 48, R 12, as described by Gene 709, being Lot 1 of Tract 20 of Lakewood E Page 165, Boone County Records.  ER, NEIL  J, MARY L.  Section 3, T 48, R 12, as described by General AKEWOOD DR.  MBIA, MO 65202  Section 3, T 48, R 12, as described by General S78, being Lot 2 of Tract 21 of Lakewood E

attach documentation of the signer's authority.

	PRINTED NAME AND ADDRESS OF OWNER(S) OF RECORD	SIGNATURE OF OWNER(S) OF RECORD*	PROPERTY OWNED WITHIN PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT
æ	EVERS, NORBERT T.		17-212-03-01-007.00
	1705 LAKEWOOD DR. COLUMBIA, MO 65202		ral Warranty Deed recorded in Book 606, Page 24 s a shown on Plat recorded in Plat Book 11, Page
<b>\$</b>	TRUMBO, JERRY W.		17-212-03-01-010.00
	1703 LAKEWOOD DR. COLUMBIA, MO 65202		al Warranty Deed recorded in Book 1551, Page ewood Estates a shown on Plat recorded in Plat
Y	BRITT, CLAIRE E.		17-212-03-01-011.00
	1701 LAKEWOOD DR. COLUMBIA, MO 65202		al Warranty Deed recorded in Book 958, Page 11 d Estates a shown on Plat recorded in Plat Book
1	BLOSS, KERRIE		17-212-03-01-014.00
	1700 ASPEN CIRCLE COLUMBIA, MO 65202	Section 3, T 48, R 12, as described by Genera 625, being Lot 2 of Tract 5A of Lakewood Es Page 148, Boone County Records.	ll Warranty Deed recorded in Book 1634, Page states a shown on Plat recorded in Plat Book 11,
	CHISHOLM, LORNE	forew enter	17-212-03-01-015.00

	PRINTED NAME AND ADDRESS OF OWNER(S) OF RECORD	SIGNATURE OF OWNER(S) OF RECORD*	PROPERTY OWNED WITHIN PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT
Ý	LIEN, JAMES S.		17-212-03-01-017.00
	1704 ASPEN CIRCLE COLUMBIA, MO 65202		eral Warranty Deed recorded in Book 2974, Page Estates a shown on Plat recorded in Plat Book 11,
Y	SCHLOSS, JACOB A. LUCHENBILL, DEBORAH L.		17-212-03-01-018.00
	1706 ASPEN CIRCLE COLUMBIA, MO 65202		ral Warranty Deed recorded in Book 2555, Page Estates a shown on Plat recorded in Plat Book 11,
ΑB	MARTIN, ROGER A  MARTIN, VIRGINIA L.		17-212-03-01-020.00
	1708 ASPEN CIRCLE COLUMBIA, MO 65202		ral Warranty Deed recorded in Book 1248, Page states a shown on Plat recorded in Plat Book 11,
Ŋ	HOUSE, HANNAH		17-212-03-01-021.00
	1710 ASPEN CIRCLE COLUMBIA, MO 65202		al Warranty Deed recorded in Book 2751, Page 27, a shown on Plat recorded in Plat Book 11, Page
) de	DINWIDDIE, VIRGINIA ANN		17-212-03-01-022.00
	1721 ASPEN CIRCLE COLUMBIA, MO 65202		al Warranty Deed recorded in Book 795, Page 836, d Estates a shown on Plat recorded in Plat Book

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

	PRINTED NAME AND ADDRESS OF OWNER(S) OF RECORD	S SIGNATURE OF OWNER(S) OF RECORD*	PROPERTY OWNED WITHIN PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT
Y	JUDKINS, CONNIE D.		17-212-03-01-023.00
	1719 ASPEN CIRCLE COLUMBIA, MO 65202		al Warranty Deed recorded in Book 1479, Page ewood Estates a shown on Plat recorded in Plat
Y	HERTER, VERA L.		17-212-03-01-024.00
	1717 ASPEN CIRCLE COLUMBIA, MO 65202		al Warranty Deed recorded in Book 473, Page 520 I Estates a shown on Plat recorded in Plat Book
У	HARTMAN, CARYN L.		17-212-03-01-025.00
	1715 ASPEN CIRCLE COLUMBIA, MO 65202		al Warranty Deed recorded in Book 2897, Page wood Estates a shown on Plat recorded in Plat
N	FRY, MARY MARTHA	Mary Tre	17-212-03-01-027.00
	1707 ASPEN CIRCLE COLUMBIA, MO 65202	Section 3, T 48, R 12, as described by Genera 296, being Lot 4 of Tract 6 of Lakewood Esta Page 65, Boone County Records.	Il Warranty Deed recorded in Book 1254, Page tes a shown on Plat recorded in Plat Book 11,
ypt	MASON, MARY LOUISE MASON, KEITH RICHARD		17-212-03-01-028.00
	1705 ASPEN CIRCLE COLUMBIA, MO 65202		l Warranty Deed recorded in Book 1473, Page 47, shown on Plat recorded in Plat Book 11, Page 65,

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

BUCKNER, ANGEL  LIADA Brown  1703 ASPEN CIRCLE  COLUMBIA, MO 65202  BAUGHMAN, GOLDIE L.	being Lot 2 of Tract 6 of Lakewood Estates a Boone County Records.	17-212-03-01-029.00  al Warranty Deed recorded in Book 2460, Page 95, a shown on Plat recorded in Plat Book 11, Page 65,
1703 ASPEN CIRCLE COLUMBIA, MO 65202	being Lot 2 of Tract 6 of Lakewood Estates a Boone County Records.	al Warranty Deed recorded in Book 2460, Page 95,
COLUMBIA, MO 65202	being Lot 2 of Tract 6 of Lakewood Estates a Boone County Records.	
BAUGHMAN, GOLDIE L.	VD1. 1/10 0	•
	Estac & Bayline	17-212-03-01-030.00
1701 ASPEN CIRCLE COLUMBIA, MO 65202		al Warranty Deed recorded in Book 1848, Page ates a shown on Plat recorded in Plat Book 11,
RICHARDS, KAREN C.		17-212-03-01-033.00
615 LAKEWOOD DR. COLUMBIA, MO 65202		al Warranty Deed recorded in Book 2210, Page wood Estates a shown on Plat recorded in Plat
PIERCE, GLORIA	·	17-212-03-01-034.00
613 LAKEWOOD DR. COLUMBIA, MO 65202		l Warranty Deed recorded in Book 1469, Page wood Estates a shown on Plat recorded in Plat
CRAIG (TRUSTEES), WILLIAM S.		17.212.02.01.025.00
CRAIG (TRUSTEES), MABEL M.	<del></del>	17-212-03-01-035.00
611 LAKEWOOD DR. COLUMBIA, MO 65202		
	COLUMBIA, MO 65202  CICHARDS, KAREN C.  615 LAKEWOOD DR. COLUMBIA, MO 65202  IERCE, GLORIA  613 LAKEWOOD DR. COLUMBIA, MO 65202  FRAIG (TRUSTEES), WILLIAM S.  RAIG (TRUSTEES), MABEL M.  611 LAKEWOOD DR.	818, being Lot 1 of Tract 6 of Lakewood Esta Page 65, Boone County Records.  818, being Lot 1 of Tract 6 of Lakewood Esta Page 65, Boone County Records.  818, being Lot 2 of Replat of Tract 3 of Lakewood Esta Page 65, Boone County Records.  818, being Lot 3 of Tract 6 of Lakewood Esta Page 65, Boone County Records.  818, being Lot 1 of Tract 6 of Lakewood Esta Page 65, Boone County Records.  818, being Lot 3, T 48, R 12, as described by Genera 214, being Lot 4 of Replat of Tract 3 of Lakewood Esta Page 65, Boone County Records.  818, being Lot 1 of Tract 6 of Lakewood Esta Page 65, Boone County Records 3, T 48, R 12, as described by General 231, being Lot 3 of Replat of Tract 3 of Lakewood Esta Page 65, Boone County Records.  818, being Lot 1 of Tract 6 of Lakewood Esta Page 65, Boone County Records.  818, being Lot 4 of Replat of Tract 3 of Lakewood Esta Page 65, Boone County Records.  818, being Lot 1 of Tract 6 of Lakewood Esta Page 65, Boone County Records.  818, being Lot 1 of Tract 6 of Lakewood Esta Page 65, Boone County Records.  818, being Lot 1 of Tract 6 of Lakewood Esta Page 65, Boone County Records.  818, being Lot 1 of Tract 3 of Lakewood Esta Page 65, Boone County Records.  818, being Lot 1 of Tract 3 of Lakewood Esta Page 65, Boone County Records.  818, being Lot 1 of Tract 3 of Lakewood Esta Page 65, Boone County Records.  818, being Lot 2 of Replat of Tract 3 of Lakewood Esta Page 65, Boone County Records.  818, being Lot 2 of Replat of Tract 3 of Lakewood Page 65, Boone County Records.  818, being Lot 2 of Replat of Tract 3 of Lakewood Page 65, Boone County Records.  818, being Lot 2 of Replat of Tract 3 of Lakewood Page 65, Boone County Records.  818, being Lot 2 of Replat of Tract 3 of Lakewood Page 65, Boone County Records.  818, being Lot 2 of Replat of Tract 3 of Lakewood Page 65, Boone County Records.  818, being Lot 2 of Replat of Tract 3 of Lakewood Page 65, Boone County Records.

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

	PRINTED NAME AND ADDRESS OF OWNER(S) OF RECORD	SIGNATURE OF OWNER(S) OF RECORD*	PROPERTY OWNED WITHIN PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT
	COLLINS STANLEY H.		17-212-03-01-036.00
	2526 N. JIMMIE FAYETTEVILLE, AR 72703		ral Warranty Deed recorded in Book 2789, Page ewood Estates a shown on Plat recorded in Plat
γ	DILLON, KIMBERLY A.		17-212-03-01-039.00
	1607 LAKEWOOD DR. COLUMBIA, MO 65202		al Warranty Deed recorded in Book 2845, Page 68 d Estates a shown on Plat recorded in Plat Book
У	HIMBERGER (TRUSTEE), KATHERINE A.	Kacheren- a. Hemil	17-212-03-01-040.00
	1605 LAKEWOOD DR. COLUMBIA, MO 65202		al Warranty Deed recorded in Book 1055, Page swood Estates a shown on Plat recorded in Plat
N	WOLFMEIER, JEANIE L.		17-212-03-01-041.00
	1603 LAKEWOOD DR. COLUMBIA, MO 65202		al Warranty Deed recorded in Book 2751, Page wood Estates a shown on Plat recorded in Plat
У	FARMER, TAKEISHA L.		17-212-03-01-042.00
	1601 LAKEWOOD DR. COLUMBIA, MO 65202		l Warranty Deed recorded in Book 2834, Page 26, Estates a shown on Plat recorded in Plat Book

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

	PRINTED NAME AND ADDRESS OF OWNER(S) OF RECORD	PROPERTY OWNED WITHIN PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT
4	CARTER, STEPHEN L.	17-212-03-01-045.00
	CARTER, ROSE N.	Mose Corter
	5618 PINEHURST LN. COLUMBIA, MO 65202	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1668, Page 574, being Lot 1 of TRact 13 of r Estates a shown on Plat recorded in Plat Book 11, Page 112 Boone County Records.
Y	PITTS, GEORGIANA C.	Deorgeona C. Petts 17-212-03-01-046.00
	5616 PINEHURST LN. COLUMBIA, MO 65202	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1769, Page 2 being Lot 2 of the Plat of Tract 13 of Lakewood Estates a shown on Plat recorded in Plat Boo 11, Page 112, Boone County Records.
Y	MOUNTER, SARAH A.	17-212-03-01-047.00
	5614 PINEHURST LN. COLUMBIA, MO 65202	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1425, Page 166, being Lot 2 of the Plat of Tract 8 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 164, Boone County Records.
y	DAVIS, JANE	17-212-03-01-048.00
	5612 PINEHURST LN. COLUMBIA, MO 65202	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1619, Page 254, being Lot 1 of the Plat of Tract 8 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 164, Boone County Records.
4	DRENNAN, MARIE ILENE GUFFY	17-212-03-01-050.00
	5610 PINEHURST LN. COLUMBIA, MO 65202	Section 3, T 48, R 12, as described by Quit Claim Deed recorded in Book 1230, Page 949, being Lot 2 of the Plat of Tract 22 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 248, Boone County Records.
	*Persons signing on hehalf of a corner	ation or other legal entity or as a representative of the owner must

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

PROPERTY OWNED WITHIN

PRINTED NAME AND ADDRESS OF OWNER(S) OF RECORD	SIGNATURE OF OWNER(S) OF RECORD*	PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT
BARBEE, MATTIE D.		17-212-03-01-051.00
5608 PINEHURST LN. COLUMBIA, MO 65203		Claim Deed recorded in Book 2433, Page 82, beir Estates a shown on Plat recorded in Plat Book 11,
CELLAR, KIRK		17-212-03-01-054.00
5606 PINEHURST LN. COLUMBIA, MO 65202		eral Warranty Deed recorded in Book 1386, Page Lakewood Estates a shown on Plat recorded in Plat
ATHON, GAIL R.	<u> </u>	17-212-03-01-055.00
5604 PINEHURST LN. COLUMBIA, MO 65202	Section 3, T 48, R 12, as described by Gener 831, being Lot 2 of the Plat of Tract 23 of L Book 11, Page 178, Boone County Records.	ral Warranty Deed recorded in Book 2206, Page akewood Estates a shown on Plat recorded in Plat
HAMPTON JR., GEORGE T.		17-212-03-01-056.00
HAMPTON, JENNIFER J. 5602 PNEHURST		
13224 ST HWY F DUDLEY, MO 63936		ral Warranty Deed recorded in Book 2173, Page akewood Estates a shown on Plat recorded in Plat
SHEEHAN, JOHN		17-212-03-01-057.00
5600 PINEHURST LN. COLUMBIA, MO 65202		iciary Deed recorded in Book 2609, Page 167, ood Estates a shown on Plat recorded in Plat Book
	OF OWNER(S) OF RECORD  BARBEE, MATTIE D.  5608 PINEHURST LN. COLUMBIA, MO 65203  CELLAR, KIRK  5606 PINEHURST LN. COLUMBIA, MO 65202  ATHON, GAIL R.  5604 PINEHURST LN. COLUMBIA, MO 65202  HAMPTON JR., GEORGE T.  HAMPTON, JENNIFER J.  5602 PINEHURST LN. 13224 ST HWY F DUDLEY, MO 63936  SHEEHAN, JOHN  5600 PINEHURST LN.	BARBEE, MATTIE D.  Section 3, T 48, R 12, as described by Quit Lot 1 of the Plat of Tract 22 of Lakewood I Page 248, Boone County Records.  CELLAR, KIRK  Section 3, T 48, R 12, as described by Gene 147, being Lot 1 of the Plat of Tract 23 of L Book 11, Page 178, Boone County Records 147, being Lot 2 of the Plat of Tract 23 of L Book 11, Page 178, Boone County Records 147, being Lot 2 of the Plat of Tract 23 of L Book 11, Page 178, Boone County Records 147, being Lot 2 of the Plat of Tract 23 of L Book 11, Page 178, Boone County Records 147, being Lot 2 of the Plat of Tract 23 of L Book 11, Page 178, Boone County Records 147, being Lot 2 of the Plat of Tract 23 of L Book 11, Page 178, Boone County Records 147, being Lot 3 of the Plat of Tract 23 of L Book 11, Page 178, Boone County Records 147, being Lot 3 of the Plat of Tract 23 of L Book 11, Page 178, Boone County Records 147, being Lot 3 of the Plat of Tract 23 of L Book 11, Page 178, Boone County Records 147, being Lot 3 of the Plat of Tract 23 of L Book 11, Page 178, Boone County Records 147, being Lot 3 of the Plat of Tract 23 of L Book 11, Page 178, Boone County Records 147, being Lot 3 of the Plat of Tract 23 of L Book 11, Page 178, Boone County Records 147, being Lot 3 of the Plat of Tract 23 of Lakew 147, being Lot 4 of the Plat of Tract 23 of Lakew 147, being Lot 4 of the Plat of Tract 23 of Lakew 147, being Lot 4 of the Plat of Tract 23 of Lakew 147, being Lot 4 of the Plat of Tract 23 of Lakew 147, being Lot 4 of the Plat of Tract 23 of Lakew 147, being Lot 4 of the Plat of Tract 23 of Lakew 147, being Lot 4 of the Plat of Tract 23 of Lakew 147, being Lot 4 of the Plat of Tract 23 of Lakew 147, being Lot 4 of the Plat of Tract 23 of Lakew 147, being Lot 4 of the Plat of Tract 23 of Lakew 147, being Lot 4 of the Plat of Tract 23 of Lakew 147, being Lot 4 of the Plat of Tract 23 of Lakew 147, being Lot 4 of the Plat of Tract 23 of Lakew 147, being Lot 4 of the Plat of Tract 23 of Lakew 147, being Lot 4 of the Plat of Tract 23 of Lakew 147, being Lot 4

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

PROPERTY OWNED WITHIN

	PRINTED NAME AND ADDRESS OF OWNER(S) OF RECORD	SIGNATURE OF OWNER(S) OF RECORD*	PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT
M	LERESCHE, ROBERT		17-212-03-01-058.00
	4270 GRACIER HWY JUNEAU, AK 99801		ficiary Deed recorded in Book 521, Page 810, being states a shown on Plat recorded in Plat Book 11,
Y	KNOWLES, DEREK T.		17-212-03-01-059.00
	5594 PINEHURST LN. COLUMBIA, MO 65202		ral Warranty Deed recorded in Book 1587, Page akewood Estates a shown on Plat recorded in Plat
gr	SANDERS, BRET		17-212-03-01-060.00
	5596 PINEHURST LN. COLUMBIA, MO 65202		ee's Deed recorded in Book 2498, Page 18, being states a shown on Plat recorded in Plat Book 11,
4	RUSSELL, MERRILL T.		17-212-03-01-061.00
	5598 PINEHURST LN. COLUMBIA, MO 65202		ee's Deed recorded in Book 1380, Page 791, being states a shown on Plat recorded in Plat Book 11,
N	HOLBROOK, BRIGHAM RYAN		17-212-03-01-090.00
	HOLBROOK, JULIE K.		
			al Warranty Deed recorded in Book 2723, Page kewood Estates a shown on Plat recorded in Plat
	Y	OF OWNER(S) OF RECORD  LERESCHE, ROBERT  4270 GRACIER HWY JUNEAU, AK 99801  KNOWLES, DEREK T.  5594 PINEHURST LN. COLUMBIA, MO 65202  SANDERS, BRET  5596 PINEHURST LN. COLUMBIA, MO 65202	OF OWNER(S) OF RECORD  RECORD*  4270 GRACIER HWY JUNEAU, AK 99801  Section 3, T 48, R 12, as described by Bene Lot 4 of the Plat of Tract 24 of Lakewood E Page 216, Boone County Records.  KNOWLES, DEREK T.  5594 PINEHURST LN. COLUMBIA, MO 65202  Section 3, T 48, R 12, as described by Gener Columbia, MO 65202  SANDERS, BRET  5596 PINEHURST LN. COLUMBIA, MO 65202  Section 3, T 48, R 12, as described by Trust Lot 2 of the Plat of Tract 24 of Lakewood Expage 216, Boone County Records.  FRUSSELL, MERRILL T.  Section 3, T 48, R 12, as described by Trust Lot 2 of the Plat of Tract 24 of Lakewood Expage 216, Boone County Records.  HOLBROOK, BRIGHAM RYAN  HOLBROOK, JULIE K.  Section 3, T 48, R 12, as described by Gener County Records.  Section 3, T 48, R 12, as described by Gener County Records.

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

	PRINTED NAME AND ADDRESS OF OWNER(S) OF RECORD	SIGNATURE OF OWNER(S) OF RECORD*	PROPERTY OWNED WITHIN PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT
No	SHARP, LANTZ		17-212-03-01-091.00
	304 N. CEDAR LAKE DR. COLUMBIA, MO 65203		ral Warranty Deed recorded in Book 2138, Page kewood Estates a shown on Plat recorded in Plat
Ŋ	WINTERS, SALLY C.		17-212-03-01-092.00
	5597 PINEHURST LN. COLUMBIA, MO 65202	Section 3, T 48, R 12, as described by Gener being Lot 3 of the Plat of Tract 27 of Lakewo 11, Page 244, Boone County Records.	al Warranty Deed recorded in Book 773, Page 222 bood Estates a shown on Plat recorded in Plat Book
کم ا	GIBSON, ALAN K.		17-212-03-01-093.00
,	GIBSON, MARSHA W.		
	5599 PINEHURST LN. COLUMBIA, MO 65202		al Warranty Deed recorded in Book 969, Page 15 ood Estates a shown on Plat recorded in Plat Book
Y	BAURICHTER, MATTHEW		17-212-03-01-096.00
	5601 PINEHURST LN. COLUMBIA, MO 65202		al Warranty Deed recorded in Book 2783, Page 31, wood Estates a shown on Plat recorded in Plat
μJ	DOUBET, RICKY ROBERT		17-212-03-01-097.00
	5603 PINEHURST LN. COLUMBIA, MO 65202	Section 3, T 48, R 12, as described by Genera being Lot 3 of the Re-Plat of Tract 9 of Lakev Book 11, Page 56, Boone County Records.	l Warranty Deed recorded in Book 600, Page 769, wood Estates a shown on Plat recorded in Plat

PRINTED NAME AND ADDRESS OF OWNER(S) OF RECORD	SIGNATURE OF OWNER(S) OF RECORD*	PROPERTY OWNED WITHIN PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT
GATER, RONALD C.		17-212-03-01-098.00
GATOR, TEENA E.		
5605 PINEHURST LN. COLUMBIA, MO 65203		al Warranty Deed recorded in Book 1651, Page Lakewood Estates a shown on Plat recorded in ls.
GINSBURG % BOONE REALTY, DONALD		17-212-03-01-099.00
33 E. BROADWAY COLUMBIA, MO 65203		Il Warranty Deed recorded in Book 1841, Page Lakewood Estates a shown on Plat recorded in is.
/ KLEFFNER, DORIS A.		17-212-03-01-100.00
5609 PINEHURST LN. COLUMBIA, MO 65202		I Warranty Deed recorded in Book 1750, Page Lakewood Estates a shown on Plat recorded in s.
LEATHERMAN, ELIZABETH A.		17-212-03-01-101.00
5611 PINEHURST LN. COLUMBIA, MO 65202	Section 3, T 48, R 12, as described by General 142, being Lot 3 of the Re-Plat of Tract 10 of Plat Book 11, Page 39, Boone County Records	Lakewood Estates a shown on Plat recorded in
NICHOLS, ZACHARY		17-212-03-01-102.00
GOOSEN, TONYA D.		17-212-03-01-102.00
5613 PINEHURST LN. COLUMBIA, MO 65202	Section 3, T 48, R 12, as described by General 156, being Lot 2 of the Re-Plat of Tract 10 of 1 Plat Book 11, Page 39, Boone County Records	Lakewood Estates a shown on Plat recorded in
	OF OWNER(S) OF RECORD  GATER, RONALD C.  GATOR, TEENA E.  5605 PINEHURST LN. COLUMBIA, MO 65203  GINSBURG % BOONE REALTY, DONALD  33 E. BROADWAY COLUMBIA, MO 65203  KLEFFNER, DORIS A.  5609 PINEHURST LN. COLUMBIA, MO 65202  LEATHERMAN, ELIZABETH A.  5611 PINEHURST LN. COLUMBIA, MO 65202  NICHOLS, ZACHARY GOOSEN, TONYA D.  5613 PINEHURST LN.	GATER, RONALD C.  GATER, RONALD C.  GATOR, TEENA E.  5605 PINEHURST LN. COLUMBIA, MO 65203  GINSBURG % BOONE REALTY, DONALD  33 E. BROADWAY COLUMBIA, MO 65203  Section 3, T 48, R 12, as described by General S24, being Lot 1 of the Re-Plat of Tract 9 of 1 Plat Book 11, Page 56, Boone County Record Plat Book 11, Page 56, Boone County Record S24, being Lot 1 of the Re-Plat of Tract 9 of 1 Plat Book 11, Page 56, Boone County Record S24, being Lot 1 of the Re-Plat of Tract 10 of Plat Book 11, Page 39, Boone County Record S68, being Lot 4 of the Re-Plat of Tract 10 of Plat Book 11, Page 39, Boone County Record S611 PINEHURST LN.  Section 3, T 48, R 12, as described by General S68, being Lot 4 of the Re-Plat of Tract 10 of Plat Book 11, Page 39, Boone County Record S611 PINEHURST LN.  Section 3, T 48, R 12, as described by General S611 PINEHURST LN.  Section 3, T 48, R 12, as described by General S611 PINEHURST LN.  Section 3, T 48, R 12, as described by General S611 PINEHURST LN.  Section 3, T 48, R 12, as described by General S611 PINEHURST LN.  Section 3, T 48, R 12, as described by General S611 PINEHURST LN.  Section 3, T 48, R 12, as described by General S611 PINEHURST LN.  Section 3, T 48, R 12, as described by General S611 PINEHURST LN.  Section 3, T 48, R 12, as described by General S611 PINEHURST LN.

attach documentation of the signer's authority.

	PRINTED NAME AND ADDRESS OF OWNER(S) OF RECORD	SIGNATURE OF OWNER(S) OF RECORD*	PROPERTY OWNED WITHIN PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT
¥	ANDREWSON, JACK WILLIAM		17-212-03-01-103.00
	5615 PINEHURST LN. COLUMBIA, MO 65202		Claim Deed recorded in Book 550, Page 164, being d Estates a shown on Plat recorded in Plat Book
Y	/ ROBB, NORMA S.		17-212-03-01-106.00
	5617 PINEHURST LN. COLUMBIA, MO 65202		al Warranty Deed recorded in Book 539, Page 543 sewood Estates a shown on Plat recorded in Plat
γ,	CAMPBELL, SUE ANN		17-212-03-01-107.00
	5619 PINEHURST LN. COLUMBIA, MO 65202		al Warranty Deed recorded in Book 1118, Page Lakewood Estates a shown on Plat recorded in ds.
17	STAFFORD, STEPHANIE S.		17-212-03-01-108.00
	5621 PINEHURST LN. COLUMBIA, MO 65201		al Warranty Deed recorded in Book 2208, Page Lakewood Estates a shown on Plat recorded in is.
4 ^	DOOTH, ADA		17-212-03-01-109.00
	5623 PINEHURST LN. COLUMBIA, MO 65202	Section 3, T 48, R 12, as described by General being Lot 1 of the Re-Plat of Tract 11 of Lake Book 11, Page 57, Boone County Records.	l Warranty Deed recorded in Book 2951, Page 73, awood Estates a shown on Plat recorded in Plat

	PRINTED NAME AND ADDRESS OF OWNER(S) OF RECORD	SIGNATURE OF OWNER(S) OF RECORD*	PROPERTY OWNED WITHIN PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT
Y	MANGELS, MARJORIE A.	Mayouels-Mangels	17-212-03-01-111.00
	5625 Pinehurst W. 2520 B. MORRIS DR. COLUMBIA, MO 65202	Section 3, T 48, R 12, as described by General W being Lot 2 of the Re-Plat of Tract 12 of Lakewood Book 1, Page 59, Boone County Records.	
Y	TURNER, ANITA P.		17-212-03-01-112.00
	5627 PINEHURST LN. COLUMBIA, MO 65202	Section 3, T 48, R 12, as described by General W 862, being Lot 1 of the Re-Plat of Tract 12 of Lak Plat Book 1, Page 59, Boone County Records.	
نم	JONES, KEESHA L.	·	17-212-03-01-114.00
	5629 PINEHURST LN. COLUMBIA, MO 65202	Section 3, T 48, R 12, as described by General Wa 110, being Lot 3 of the Re-Plat of Tract 1 of Lake Plat Book 1, Page 58, Boone County Records.	
*	HENDERSON, GROVENE A.		17-212-03-01-115.00
	1573 LAKEWOOD DR. COLUMBIA, MO 65202	Section 3, T 48, R 12, as described by General Wabeing Lot 2 of the Re-Plat of Tract 1 of Lakewood Book 1, Page 58, Boone County Records.	
Ŋ	OLSON, SARAH J.		17-212-03-01-116.00
	1577 LAKEWOOD DR. COLUMBIA, MO 65203	Section 3, T 48, R 12, as described by Quit Claim Lot 4 of the Re-Plat of Tract 1 of Lakewood Estate Page 58, Boone County Records.	

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

SIGNATURE OF OWNER(S) OF RECORD*	PROPERTY OWNED WITHIN PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT
	17-212-03-01-117.00
	eral Warranty Deed recorded in Book 2778, Page 33 sewood Estates a shown on Plat recorded in Plat
Susan K. Cropp Jusan K. Cropp	17-212-03-01-120.00
	ee's Deed recorded in Book 912, Page 2, being Lot es a shown on Plat recorded in Plat Book 11, Page
	17-212-03-01-121.00
	recorded in Book 2611, Page 25, being Lot 2 of hown on Plat recorded in Plat Book 11, Page 137,
Jainet Sul	17-212-03-01-122.00
	ral Warranty Deed recorded in Book 2315, Page 4 of Lakewood Estates a shown on Plat recorded in ords.
	17-212-03-01-123.00
	ral Warranty Deed recorded in Book 1121, Page akewood Estates a shown on Plat recorded in Plat
	Section 3, T 48, R 12, as described by Genebeing Lot 1 of the Re-Plat of Tract 1 of Lak Book 1, Page 58, Boone County Records.  Section 3, T 48, R 12, as described by Trust 1 of the Plat of Tract 14 of Lakewood Estate 137, Boone County Records.  Section 3, T 48, R 12, as described by Deed the Plat of Tract 14 of Lakewood Estates a s Boone County Records.  Section 3, T 48, R 12, as described by General Plat Book 11, Page 137, Boone County Records.  Section 3, T 48, R 12, as described by General Plat Book 11, Page 137, Boone County Records.

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

	PRINTED NAME AND ADDRESS OF OWNER(S) OF RECORD	SIGNATURE OF OWNER(S) OF RECORD*	PROPERTY OWNED WITHIN PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT
4	ALLISON, SHERRY L.		17-212-03-01-125.00
	1576 LAKEWOOD DR. COLUMBIA, MO 65202		al Warranty Deed recorded in Book 2205, Page 23 and Estates a shown on Plat recorded in Plat Book
٧	WHITE, ELIZABETH		17-212-03-01-126.00
	1578 LAKEWOOD DR. COLUMBIA, MO 65202		al Warranty Deed recorded in Book 2535, Page kewood Estates a shown on Plat recorded in Plat
4	Mazuch, Laura	Jamo yh	17-212-03-01-127.00
	1580 LAKEWOOD DR. COLUMBIA, MO 65202		ciary Deed recorded in Book 1603, Page 825, od Estates a shown on Plat recorded in Plat Book
	NOLAN, JONATHAN D.  SCHWEIKERT, ANGELA C. NOIAN	Joseph C. Nolan	17-212-03-01-128.00
	1582 LAKEWOOD DR. COLUMBIA, MO 65203		l Warranty Deed recorded in Book 2955, Page 4 od Estates a shown on Plat recorded in Plat Book
Ŋ	CISSNA, KENNETH M.		17-212-03-01-130.00
	1600 NE LAKEWOOD DR. COLUMBIA, MO 65202		Warranty Deed recorded in Book 2764, Page twood Estates a shown on Plat recorded in Plat
	*Persons signing on behalf of a corpor	ration or other legal entity or as a represen	tative of the owner must

attach documentation of the signer's authority.

PRINTED NAME AND ADDRESS OF OWNER(S) OF RECORD	SIGNATURE OF OWNER(S) OF RECORD*	PROPERTY OWNED WITHIN PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT
∨ CRAIG, JACQUELINE M.		17-212-03-01-131.00
1602 LAKEWOOD DR. COLUMBIA, MO 65202		al Warranty Deed recorded in Book 2302, Page kewood Estates a shown on Plat recorded in Plat
SHEEHAN, ANNE E.		17-212-03-01-132.00
1604 LAKEWOOD DR. COLUMBIA, MO 65202		l Warranty Deed recorded in Book 1718, Page sewood Estates a shown on Plat recorded in Plat
ASH, KIMBERLY		17-212-03-01-133.00
1606 LAKEWOOD DR. COLUMBIA, MO 65202	Section 3, T 48, R 12, as described by General 130, being Lot 4 of the Plat of Tract 16 of Lak Book 11, Page 74, Boone County Records.	Warranty Deed recorded in Book 2870, Page sewood Estates a shown on Plat recorded in Plat
PEMBERTON, JERRY W.		17-212-03-01-135.00
1608 LAKEWOOD DR. COLUMBIA, MO 65202		Warranty Deed recorded in Book 1443, Page ewood Estates a shown on Plat recorded in Plat
DELANCEY, CAROL J.		17-212-03-01-136.00
1610 LAKEWOOD DR. COLUMBIA, MO 65202	Section 3, T 48, R 12, as described by General 535, being Lot 2 of the Plat of Tract 17 of Lake Book 11, Page 75, Boone County Records.	Warranty Deed recorded in Book 503, Page ewood Estates a shown on Plat recorded in Plat
	OF OWNER(S) OF RECORD CRAIG, JACQUELINE M.  1602 LAKEWOOD DR. COLUMBIA, MO 65202  SHEEHAN, ANNE E.  1604 LAKEWOOD DR. COLUMBIA, MO 65202  ASH, KIMBERLY  1606 LAKEWOOD DR. COLUMBIA, MO 65202  PEMBERTON, JERRY W.  1608 LAKEWOOD DR. COLUMBIA, MO 65202  DELANCEY, CAROL J.	GRAIG, JACQUELINE M.  Section 3, T 48, R 12, as described by General Book 11, Page 74, Boone County Records.  SHEEHAN, ANNE E.  Section 3, T 48, R 12, as described by General Roll Book 11, Page 74, Boone County Records.  SHEEHAN, ANNE E.  Section 3, T 48, R 12, as described by General Roll Book 11, Page 74, Boone County Records.  Section 3, T 48, R 12, as described by General Roll Book 11, Page 74, Boone County Records.  Section 3, T 48, R 12, as described by General Roll Book 11, Page 74, Boone County Records.  Section 3, T 48, R 12, as described by General Roll Book 11, Page 74, Boone County Records.  Section 3, T 48, R 12, as described by General Roll Book 11, Page 74, Boone County Records.  Section 3, T 48, R 12, as described by General Roll Book 11, Page 75, Boone County Records.  Section 3, T 48, R 12, as described by General Roll Book 11, Page 75, Boone County Records.  Section 3, T 48, R 12, as described by General Roll Book 11, Page 75, Boone County Records.  Section 3, T 48, R 12, as described by General Roll Book 11, Page 75, Boone County Records.

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

PRINTED NAME AND ADDRESS OF OWNER(S) OF RECORD	SIGNATURE OF OWNER(S) OF RECORD*	PROPERTY OWNED WITHIN PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT
BARGFREDE, STUART		17-212-03-01-137.00
BARGFREDE, TAMMY		17-212-03-01-137.00
1612 LAKEWOOD DR. COLUMBIA, MO 65202		al Warranty Deed recorded in Book 1241, Page akewood Estates a shown on Plat recorded in Plat
ASHWORTH, BETH		17-212-03-01-138.00
ASHWORTH, CHARLES		1/-212-03-01-136.00
P.O. BOX 30804 COLUMBIA, MO 65205		ral Warranty Deed recorded in Book 2856, Page kewood Estates a shown on Plat recorded in Plat
YANKO, ALBERT		
YANKO, KATHLEEN L.		17-212-03-01-140.00
3607 MANGO DR. ST. LOUIS, MO 63129		al Warranty Deed recorded in Book 1763, Page kewood Estates a shown on Plat recorded in Plat
FARRELL JR., JAMES A. WES		17-212-03-01-141.00
1618 LAKEWOOD DR. COLUMBIA, MO 65202		l Warranty Deed recorded in Book 533, Page sewood Estates a shown on Plat recorded in Plat
ANDREWS, ARCHIE LEE		17-212-03-01-142.00
817 CLARK AVE. JEFF CITY, MO 65109	Section 3, T 48, R 12, as described by Genera. 562, being Lot 3 of the Plat of Tract 18 of Lak Book 11, Page 107, Boone County Records.	Warranty Deed recorded in Book 996, Page rewood Estates a shown on Plat recorded in Plat
	BARGFREDE, STUART  BARGFREDE, TAMMY  1612 LAKEWOOD DR. COLUMBIA, MO 65202  ASHWORTH, BETH  ASHWORTH, CHARLES  Lakewood  P.O. BOX 30804  COLUMBIA, MO 65205  YANKO, ALBERT  YANKO, KATHLEEN L.  3607 MANGO DR. ST. LOUIS, MO 63129  FARRELL JR., JAMES A.  WES  1618 LAKEWOOD DR. COLUMBIA, MO 65202  ANDREWS, ARCHIE LEE	BARGFREDE, STUART  BARGFREDE, TAMMY  1612 LAKEWOOD DR. COLUMBIA, MO 65202  Section 3, T 48, R 12, as described by General Plance of Tract 17 of Letter Book 11, Page 75, Boone Country Records.  ASHWORTH, BETH  ASHWORTH, CHARLES  Lakewood  P.O. BOX 30804 COLUMBIA, MO 65205  Section 3, T 48, R 12, as described by General Plance of Tract 17 of Latter Book 11, Page 75, Boone Country Records.  PYANKO, ALBERT  PYANKO, KATHLEEN L.  Section 3, T 48, R 12, as described by General Plance of Tract 18 of Latter Book 11, Page 107, Boone Country Records.  Section 3, T 48, R 12, as described by General Plance of Tract 18 of Latter Book 11, Page 107, Boone Country Records.  Section 3, T 48, R 12, as described by General Plance of Tract 18 of Latter Book 11, Page 107, Boone Country Records.  Section 3, T 48, R 12, as described by General Plance of Tract 18 of Latter Book 11, Page 107, Boone Country Records.  Section 3, T 48, R 12, as described by General Plance of Tract 18 of Latter Book 11, Page 107, Boone Country Records.  ANDREWS, ARCHIE LEE  Section 3, T 48, R 12, as described by General Plance of Tract 18 of Latter Book 11, Page 107, Boone Country Records.  Section 3, T 48, R 12, as described by General Plance of Tract 18 of Latter Book 11, Page 107, Boone Country Records.  Section 3, T 48, R 12, as described by General Plance of Tract 18 of Latter Book 11, Page 107, Boone Country Records.

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

PROPERTY OWNED WITHIN

	PRINTED NAME AND ADDRESS OF OWNER(S) OF RECORD	SIGNATURE OF OWNER(S) OF RECORD*	PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT
Y	BROADUS, KEITH D.		17-212-03-01-143.00
	HERBORN,		17-212-03-01-143.00
	1622 LAKEWOOD DR. COLUMBIA, MO 65202		ral Warranty Deed recorded in Book 2975, Page kewood Estates a shown on Plat recorded in Plat
ì	CRANE, DANA		17-212-03-01-145.00
	1700 LAKEWOOD DR. COLUMBIA, MO 65202		al Warranty Deed recorded in Book 2854, Page akewood Estates a shown on Plat recorded in Pla
ý •	JENNINGS - CO-TRUSTEES, THOMAS P.		17-212-03-01-146.00
•	JENNINGS - CO-TRUSTEES, HAZEL E.		
	P.O. BOX 69 STOVER, MO 65078		al Warranty Deed recorded in Book 1224, Page kewood Estates a shown on Plat recorded in Plat
Y	FERGUSON, DIANE L.		17-212-03-01-147.00
	1704 LAKEWOOD DR. COLUMBIA, MO 65202	Section 3, T 48, R 12, as described by Genera 881, being Lot 3 of the Plat of Tract 19 of La Book 11, Page 140, Boone County Records.	al Warranty Deed recorded in Book 498, Page kewood Estates a shown on Plat recorded in Plat
¥	SCHULTE, RICHARD D.	·	17-212-03-01-148.00
9	SCHULTE, LIEHA M.		17-212-03-01-140.00
	1706 LAKEWOOD DR. COLUMBIA, MO 65202		I Warranty Deed recorded in Book 1529, Page Rewood Estates a shown on Plat recorded in Plat

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

	PRINTED NAME AND ADDRESS OF OWNER(S) OF RECORD	SIGNATURE OF OWNER(S) OF RECORD*	PROPERTY OWNED WITHIN PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT
Λ	LUECK, RONALD G.	Fonda I freek	17-212-03-01-085.00
	5585 PINEHURST LN COLUMBIA, MO 65202	Section 3, T 48, R 12, as described by General 870, being Lot 4 of the Plat of Tract 53 of Lake Book 12, Page 4, Boone County Records.	
V	MILLIGAN, HENRY H.		17-212-03-01-086.00
	MILLIGAN, LOLA J.		17 212 05 01 000.00
	5587 PINEHURST LN COLUMBIA, MO 65202	Section 3, T 48, R 12, as described by Corporar 451, Page 549, being Lot 3 of the Plat of Tract recorded in Plat Book 12, Page 4, Boone County	53 of Lakewood Villa as shown on Plat
V	HEAFLEY, CLYDE A.		17-212-03-01-087.00
	HEAFLEY, INGE E.		17-212-03-01-087.00
	5589 PINEHURST LN COLUMBIA, MO 65202	Section 3, T 48, R 12, as described by General 523, being Lot 2 of the Plat of Tract 53 of Laket Book 12, Page 4, Boone County Records.	
	STEINBACH, ROBERT D.	I Stubble	17-212-03-01-088.00
	STEINBACH, TERRI J.	Teng flesboot	_
	5591 PINEHURST LN COLUMBIA, MO 65202	Section 3, T 48, R 12, as described by General V 458, being Lot 1 of the Plat of Tract 53 of Lakev Book 12, Page 4, Boone County Records.	Warranty Deed recorded in Book 1056, Page wood Villa as shown on Plat recorded in Plat
Š.	VEENEY DON'S	There & on un	
	KEENEY, DON R. KEENEY, MARY F.	Mary 7. Keeney	17-212-03-01-082.00
	5580 PINEHURST LN	Section 3, T 48, R 12, as described by General V	Warranty Deed recorded in Book 1056, Page

COLUMBIA, MO 65202

Book 12, Page 61, Boone County Records.

458, being Lot 1 of the Plat of Tract 55 of Lakewood Villa as shown on Plat recorded in Plat

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

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PRINTED NAME AND ADDRESS OF OWNER(S) OF RECORD	SIGNATURE OF OWNER(S) OF RECORD*	PROPERTY OWNED WITHIN PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT
BADER, RYAN		17-212-03-01-083.00
BADER, SARAH	Jacah Anse Bade	
5582 PINEHURST LN COLUMBIA, MO 65202		ral Warranty Deed recorded in Book 2332, Pagakewood Villa as shown on Plat recorded in Plat
BROWN, VIKKI		17-212-03-01-069.00
1701 VILLA DR. COLUMBIA, MO 65202		ral Warranty Deed recorded in Book 1991, Page skewood Villa as shown on Plat recorded in Plat
CORNELISON, HEATHER		17-212-03-01-080.00
1702 VAIL CT. COLUMBIA, MO 65202	Section 3, T 48, R 12, as described by Gener 54, being Lot 2 of the Plat of Tract 56 of Lak Book 12, Page 59, Boone County Records.	al Warranty Deed recorded in Book 2669, Page ewood Villa as shown on Plat recorded in Plat
HILL, WAYNE E.		17 212 02 01 062 00
HILL, ELIZABETH M.		17-212-03-01-063.00
1702 VILLA DR. COLUMBIA, MO 65202		al Warranty Deed recorded in Book 826, Page kewood Villa as shown on Plat recorded in Plat
BALDWIN, OUIDA E.		17-212-03-01-070.00
1703 VILLA DR. COLUMBIA, MO 65202		ciary Deed recorded in Book 2369, Page 208, od Villa as shown on Plat recorded in Plat Book

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

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PRINTED NAME AND ADDRESS OF OWNER(S) OF RECORD	SIGNATURE OF OWNER(S) OF RECORD*	PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT
PARMELE, GERIK		17-212-03-01-064.00
PARMELE, TANYA		17-212-03-01-004.00
1704 VILLA DR. COLUMBIA, MO 65202		al Warranty Deed recorded in Book 2812, Page kewood Villa as shown on Plat recorded in Plat
PREUL, TYLER J.		
VOEGELI, CAROLYN		17-212-03-01-071.00
1705 VILLA DR. COLUMBIA, MO 65202		al Warranty Deed recorded in Book 2223, Page rewood Villa as shown on Plat recorded in Plat
DEYOUNG, DONNA R.		17-212-03-01-079.00
1704 VAIL CT. COLUMBIA, MO 65202		Il Warranty Deed recorded in Book 2772, Page rewood Villa as shown on Plat recorded in Plat
ATHANASSIOU, ÀLEXANDRA		17-212-03-01-065.00
1706 VILLA DR. COLUMBIA, MO 65202	Section 3, T 48, R 12, as described by General 278, being Lot 2 of the Plat of Tract 51 of Lake Book 11, Page 305, Boone County Records.	
JONES, THOMAS DWIGHT	Decessed	<del></del>
JONES, JO ANN M.	Jo ann M. Jaw	17-212-03-01-072.00
1707 VILLA DR. COLUMBIA, MO 65202		ation General Warranty Deed recorded in Book 52 of Lakewood Villa as shown on Plat recorded ords.

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

PRINTED NAME AND ADDRESS OF OWNER(S) OF RECORD	SIGNATURE OF OWNER(S) OF RECORD*	PROPERTY OWNED WITHIN PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT
BENSON, JAMES D.		17-212-03-01-066.00
1708 VILLA DR. COLUMBIA, MO 65202		ral Warranty Deed recorded in Book 1921, Page skewood Villa as shown on Plat recorded in Plat
HAMMONS, DEBRA L.		17-212-03-01-073.00
1709 VILLA DR. COLUMBIA, MO 65202		al Warranty Deed recorded in Book 2589, Page kewood Villa as shown on Plat recorded in Plat
WRIGHT, VERNA I.		17-212-03-01-074.00
5346 TRIKALLA COLUMBIA, MO 65202	Section 3, T 48, R 12, as described by Truste Lot 2 of the Plat of Tract 54 of Lakewood Vil Page 8, Boone County Records.	e's Deed recorded in Book 2082, Page 962, being la as shown on Plat recorded in Plat Book 12,
WELLS, DON R. WELLS, NORMA K.		17-212-03-01-078.00
5342 TRIKALLA COLUMBIA, MO 65202		al Warranty Deed recorded in Book 1317, Page 1 od Villa as shown on Plat recorded in Plat Book
GOODMAN, LOIS		17-212-03-01-077.00
BUTCHER, CAROL FAYE		
5344 TRIKALLA COLUMBIA, MO 65202		Il Warranty Deed recorded in Book 1783, Page rewood Villa as shown on Plat recorded in Plat

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

PRINTED NAME AND ADDRESS OF OWNER(S) OF RECORD	SIGNATURE OF OWNER(S) OF RECORD*	PROPERTY OWNED WITHIN PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT
HAGEMEYER, STEVE HAGEMEYER, ALESHA HAGEMEYER, DAVID HAGEMEYER, STACY		17-212-03-03-001.00
1708 VAIL CT. COLUMBIA, MO 65202		ral Warranty Deed recorded in Book 2556, Page ision, as shown by Plat recorded in Plat Book 28, Ct.)
HAGEMEYER, STEVE HAGEMEYER, ALESHA HAGEMEYER, DAVID HAGEMEYER, STACY		17-212-03-03-001.00
1708 VAIL CT. COLUMBIA, MO 65202		al Warranty Deed recorded in Book 2556, Page sion, as shown by Plat recorded in Plat Book 28, Ct.)
POLLARD, JUSTIN M.		17-212-03-03-002.00
1705 VAIL CT. COLUMBIA, MO 65202	Section 3, T 48, R 12, as described by General being Lot 2 of the Valley Creek Subdivision, 57, Boone County Records. (1705 Vail Ct.)	al Warranty Deed recorded in Book 2320, Page 4 as shown by Plat recorded in Plat Book 28, Page
POLLARD, JUSTIN M.	·	17-212-03-03-002.00
1705 VAIL CT. COLUMBIA, MO 65202		al Warranty Deed recorded in Book 2320, Page 4 as shown by Plat recorded in Plat Book 28, Page
BROWER - LIVING TRUST, SCOTT C.		17-212-03-03-003.00
BROWER - LIVING TRUST, SANDRA S.		
6207 BENTPATH DR. COLUMBIA, MO 65203		l Warranty Deed recorded in Book 1588, Page ion, as shown by Plat recorded in Plat Book 28, nurst Ln)

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

PRINTED NAME AND ADDRESS OF OWNER(S) OF RECORD	SIGNATURE OF OWNER(S) OF RECORD*	PROPERTY OWNED WITHIN PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT
BROWER - LIVING TRUST, SCOTT C.		17-212-03-03-003.00
BROWER - LIVING TRUST, SANDRA S.		1W
6207 BENTPATH DR. COLUMBIA, MO 65203	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1588, Page 480, being Lot 3 of the Valley Creek Subdivision, as shown by Plat recorded in Plat Book 28 Page 57, Boone County Records. (5568 Pinehurst Ln)	
BROWER - LIVING TRUST, SCOTT C.		17-212-03-03-004.00
BROWER - LIVING TRUST, SANDRA S.		
6207 BENTPATH DR. COLUMBIA, MO 65203	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1588, Page 480, being Lot 4 of the Valley Creek Subdivision, as shown by Plat recorded in Plat Book 28, Page 57, Boone County Records. (5571Pinehurst Ln)	
BROWER - LIVING TRUST, SCOTT C.		17-212-03-03-004.00
BROWER - LIVING TRUST, SANDRA S.	-	
6207 BENTPATH DR. COLUMBIA, MO 65203	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1588, Page 480, being Lot 4 of the Valley Creek Subdivision, as shown by Plat recorded in Plat Book 28, Page 57, Boone County Records. (5573 Pinehurst Ln)	
FEREN - TRUSTEE, DANIEL J.	:	17-212-03-03-005.00
LINDSEY, REBECCA L. FEREN – TRUSTEE, STEPHEN D. FEREN – TRUSTEE, SANDRA S.		
2927 MONT CLARE AV. CHICAGO, IL 60634	Section 3, T 48, R 12, as described by Trustee's Deed recorded in Book 2564, Page 31, being Lot 5 of the Valley Creek Subdivision, as shown by Plat recorded in Plat Book 28, Page 57, Boone County Records. (5577 Pinehurst Ln)	
FEREN - TRUSTEE, DANIEL J. LINDSEY, REBECCA L.		17-212-03-03-005.00
FEREN – TRUSTEE, STEPHEN D. FEREN – TRUSTEE, SANDRA S.	Section 3 T 48 D 12 as described by Trustee	e's Deed recorded in Book 2564, Page 31, being
2927 MONT CLARE AV. CHICAGO IL 60634	Lot 5 of the Valley Creek Subdivision, as shown Boone County Records. (5579 Pinehurst Ln.	vn by Plat recorded in Plat Book 28, Page 57,

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

### AFFIDAVIT OF CIRCULATOR

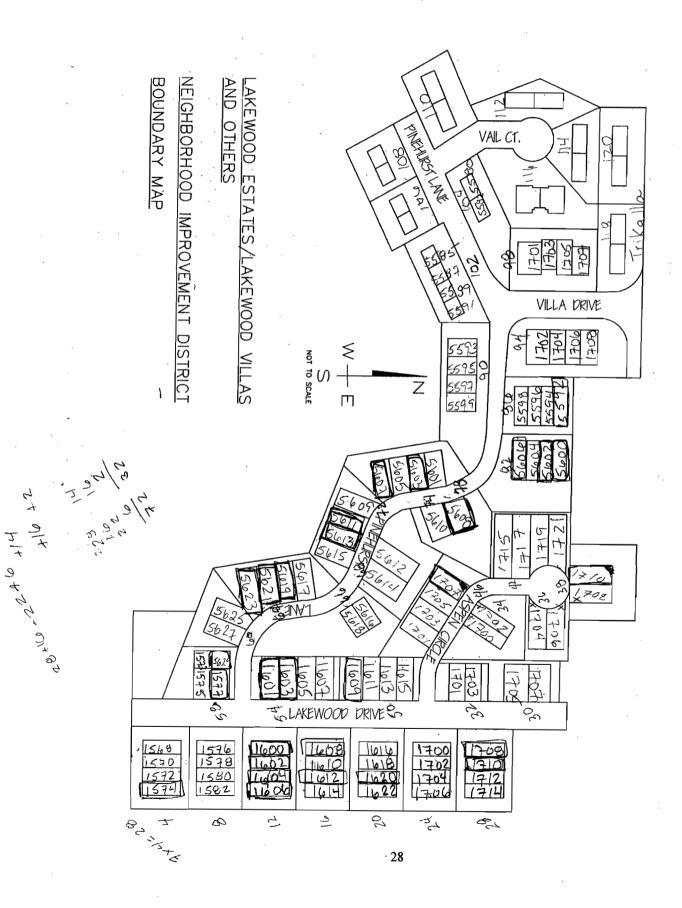
I, <u>ELIZABETH</u> WHITE proposed neighborhood improvement district herein, be and foregoing signed this petition and each of them signeresence; I believe that each has accurately stated his/signer is a property owner of record of the proposed neighborhood improvement district herein, be and foregoing signed this petition and each of them signeresence; I believe that each has accurately stated his/signer is a property owner of record of the proposed neighborhood improvement district herein, be and foregoing signed this petition and each of them signeresence; I believe that each has accurately stated his/signer is a property owner of record of the proposed neighborhood.	gned his/her name thereto personally in my her name and property location, and that each
Subscribed to and sworn to me this $24$ (Notary Seal)	day of September, 20 OB.  Signed: South Mount  My Commission expires: O5/12/09  Notary Certificate:  SARAH A. MOUNTER  Notary Public - Notary Seal Comm. Number 05709897 STATE OF MISSOURI Boone County My Commission Expires: May 12, 2009
COUNTY CLERK'S RECEIPT OF PETITION:  This Petition was filed in my office on  (SEAL)	
	County Clerk

### CERTIFICATE OF AREA OWNED BY PETITIONERS

I, Cou	nty Clerk of Boone County, Missouri, hereby certify as follows:		
1)	I have examined the Petition requesting the creation of a neighborhood improvement district for the proposed Lakewood Estates / Lakewood Villas & Others Neighborhood Improvement District filed in my office on, 20		
2)	At least seven days have passed since said Petition was filed and none of the signers have withdrawn their names from the Petition.		
3)	The total area of all real property within the proposed neighborhood improvement district is acres, more or less.		
4)	The total area owned by the signers of the Petition is		
DA	TED:, 20		
	(SEAL)		
	Wendy S. Noren County Clerk		
	Boone County, Missouri		

#### **EXHIBIT A**

# Boundary Map of Neighborhood Improvement District for Lakewood Estates / Lakewood Villas & Others Neighborhood Improvement District



#### **EXHIBIT B**

# Boundary Descriptions of Neighborhood Improvement District for Lakewood Estates / Lakewood Villas & Others Neighborhood Improvement District

- Section 3, T 48, R 12, as described by Beneficiary Quit Claim Deed recorded in Book 1114, Page 384, being Lot 4 of Tract 20 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 165, Boone County Records.
- Section 3, T 48, R 12, as described by Beneficiary Deed recorded in Book 2782, Page 125, being Lot 3 of Tract 20 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 165, Boone County Records.
- Section 3, T 48, R 12, as described by Beneficiary Deed recorded in Book 1417, Page 888, being Lot 2 of Tract 20 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 165, Boone County Records.
- Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1055, Page 709, being Lot 1 of Tract 20 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 165, Boone County Records.
- Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1249, Page 578, being Lot 2 of Tract 21 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 195, Boone County Records.
- Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 606, Page 243, being Lot 1 of Tract 21 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 195, Boone County Records.
- Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1551, Page 786, being Lot 2 of Replat of Tract 4 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 55, Boone County Records.
- Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 958, Page 119, being Lot 1 of Replat of Tract 4 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 55, Boone County Records.
- Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1634, Page 625, being Lot 2 of Tract 5A of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 148, Boone County Records.
- Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 742, Page 818, being Lot 1 of Tract 5A of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 148, Boone County Records.
- Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2974, Page 183, being Lot 2 of Tract 5B of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 163, Boone County Records.
- Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2555, Page 141, being Lot 1 of Tract 5B of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 163, Boone County Records.
- Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1248, Page 595, being Lot 1 of Tract 28 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 268, Boone County Records.
- Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2751, Page 27, being Lot 2 of Tract 28 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 268, Boone County Records.
- Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 795, Page 836, being Lot 4 of Replat of Tract 7 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 67, Boone County Records.
- Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1479, Page 106, being Lot 3 of Replat of Tract 7 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 67, Boone County Records.
- Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 473, Page 520, being Lot 2 of Replat of Tract 7 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 67, Boone County Records.

#### EXHIBIT C

# Boundary Descriptions of Neighborhood Improvement District for Lakewood Estates / Lakewood Villas & Others Neighborhood Improvement District

- Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2897, Page 105, being Lot 1 of Replat of Tract 7 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 67, Boone County Records.
- Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1254, Page 296, being Lot 4 of Tract 6 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 65, Boone County Records.
- Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1473, Page 47, being Lot 3 of Tract 6 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 65, Boone County Records.
- Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2460, Page 95, being Lot 2 of Tract 6 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 65, Boone County Records.
- Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1848, Page 818, being Lot 1 of Tract 6 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 65, Boone County Records.
- Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2210, Page 714, being Lot 4 of Replat of Tract 3 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 43, Boone County Records.
- Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1469, Page 231, being Lot 3 of Replat of Tract 3 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 43, Boone County Records.
- Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1180, Page 694, being Lot 2 of Replat of Tract 3 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 43, Boone County Records.
- Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2789, Page 118, being Lot 1 of Replat of Tract 3 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 43, Boone County Records.
- Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2845, Page 68, being Lot 4 of Replat of Tract 2 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 38, Boone County Records.
- Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1055, Page 534, being Lot 3 of Replat of Tract 2 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 38, Boone County Records.
- Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2751, Page 154, being Lot 2 of Replat of Tract 2 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 38, Boone County Records.
- Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2834, Page 26, being Lot 1 of Replat of Tract 2 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 38, Boone County Records.
- Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1668, Page 574, being Lot 1 of TRact 13 of r Estates a shown on Plat recorded in Plat Book 11, Page 112, Boone County Records.
- Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1769, Page 22, being Lot 2 of the Plat of Tract 13 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 112, Boone County Records.
- Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1425, Page 166, being Lot 2 of the Plat of Tract 8 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 164, Boone County Records.
- Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1619, Page 254, being Lot 1 of the Plat of Tract 8 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 164, Boone County Records.

#### **EXHIBIT D**

# Boundary Descriptions of Neighborhood Improvement District for Lakewood Estates / Lakewood Villas & Others Neighborhood Improvement District

Section 3, T 48, R 12, as described by Quit Claim Deed recorded in Book 1230, Page 949, being Lot 2 of the Plat of Tract 22 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 248, Boone County Records.

Section 3, T 48, R 12, as described by Quit Claim Deed recorded in Book 2433, Page 82, being Lot 1 of the Plat of Tract 22 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 248, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1386, Page 147, being Lot 1 of the Plat of Tract 23 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 178, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2206, Page 831, being Lot 2 of the Plat of Tract 23 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 178, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2173, Page 558, being Lot 3 of the Plat of Tract 23 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 178, Boone County Records.

Section 3, T 48, R 12, as described by Beneficiary Deed recorded in Book 2609, Page 167, being Lot 4 of the Plat of Tract 23 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 178, Boone County Records.

Section 3, T 48, R 12, as described by Beneficiary Deed recorded in Book 521, Page 810, being Lot 4 of the Plat of Tract 24 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 216, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1587, Page 378, being Lot 3 of the Plat of Tract 24 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 216, Boone County Records.

Section 3, T 48, R 12, as described by Trustee's Deed recorded in Book 2498, Page 18, being Lot 2 of the Plat of Tract 24 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 216, Boone County Records.

Section 3, T 48, R 12, as described by Trustee's Deed recorded in Book 1380, Page 791, being Lot 1 of the Plat of Tract 24 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 216, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2723, Page 126 being Lot 1 of the Plat of Tract 27 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 244, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2138, Page 542 being Lot 2 of the Plat of Tract 27 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 244, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 773, Page 222 being Lot 3 of the Plat of Tract 27 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 244, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 969, Page 15 being Lot 4 of the Plat of Tract 27 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 244, Boone County Records. Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2783, Page 31, being Lot 4 of the Re-Plat of Tract 9 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 56, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 600, Page 769, being Lot 3 of the Re-Plat of Tract 9 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 56, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1651, Page 192, being Lot 2 of the Re-Plat of Tract 9 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 56, Boone County Records.

#### **EXHIBIT E**

# Boundary Descriptions of Neighborhood Improvement District for Lakewood Estates / Lakewood Villas & Others Neighborhood Improvement District

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1841, Page 824, being Lot 1 of the Re-Plat of Tract 9 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 56, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1750, Page 868, being Lot 4 of the Re-Plat of Tract 10 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 39, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2916, Page 142, being Lot 3 of the Re-Plat of Tract 10 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 39, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2905, Page 156, being Lot 2 of the Re-Plat of Tract 10 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 39, Boone County Records.

Section 3, T 48, R 12, as described by Quit Claim Deed recorded in Book 550, Page 164, being Lot 1 of the Re-Plat of Tract 10 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 39, Boone County Records. Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 539, Page 543, being Lot 4 of the Re-Plat of Tract 11 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 57, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1118, Page 377, being Lot 3 of the Re-Plat of Tract 11 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 57, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2208, Page 658, being Lot 2 of the Re-Plat of Tract 11 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 57, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2951, Page 73, being Lot 1 of the Re-Plat of Tract 11 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 57, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 975, Page 723, being Lot 2 of the Re-Plat of Tract 12 of Lakewood Estates a shown on Plat recorded in Plat Book 1, Page 59, Boone County Records

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2012, Page 862, being Lot 1 of the Re-Plat of Tract 12 of Lakewood Estates a shown on Plat recorded in Plat Book 1, Page 59, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2526, Page 110, being Lot 3 of the Re-Plat of Tract 1 of Lakewood Estates a shown on Plat recorded in Plat Book 1, Page 58, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 473, Page 272, being Lot 2 of the Re-Plat of Tract 1 of Lakewood Estates a shown on Plat recorded in Plat Book 1, Page 58, Boone County Records.

Section 3, T 48, R 12, as described by Quit Claim Deed recorded in Book 2360, Page 22, being Lot 4 of the Re-Plat of Tract 1 of Lakewood Estates a shown on Plat recorded in Plat Book 1, Page 58, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2778, Page 33, being Lot 1 of the Re-Plat of Tract 1 of Lakewood Estates a shown on Plat recorded in Plat Book 1, Page 58, Boone County Records.

Section 3, T 48, R 12, as described by Trustee's Deed recorded in Book 912, Page 2, being Lot 1 of the Plat of Tract 14 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 137, Boone County Records.

Section 3, T 48, R 12, as described by Deed recorded in Book 2611, Page 25, being Lot 2 of the Plat of Tract 14 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 137, Boone County Records.

#### **EXHIBIT F**

# Boundary Descriptions of Neighborhood Improvement District for Lakewood Estates / Lakewood Villas & Others Neighborhood Improvement District

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2315, Page 249+M10, being Lot 3 of the Plat of Tract 14 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 137, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1121, Page 332, being Lot 4 of the Plat of Tract 14 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 137, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2205, Page 21, being Lot 1 of the Plat of Tract 15 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 73, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2535, Page 136, being Lot 2 of the Plat of Tract 15 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 73, Boone County Records.

Section 3, T 48, R 12, as described by Beneficiary Deed recorded in Book 1603, Page 825, being Lot 3 of the Plat of Tract 15 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 73, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2955, Page 4, being Lot 4 of the Plat of Tract 15 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 73, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2764, Page 46, being Lot 1 of the Plat of Tract 16 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 74, Boone County Records. Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2302, Page 811, being Lot 2 of the Plat of Tract 16 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 74, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1718, Page 480, being Lot 3 of the Plat of Tract 16 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 74, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2870, Page 130, being Lot 4 of the Plat of Tract 16 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 74, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1443, Page 291, being Lot 1 of the Plat of Tract 17 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 75, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 503, Page 535, being Lot 2 of the Plat of Tract 17 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 75, Boone County Records. Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1241, Page 739, being Lot 3 of the Plat of Tract 17 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 75, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2856, Page 101, being Lot 4 of the Plat of Tract 17 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 75, Boone County Records

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1763, Page 840, being Lot 1 of the Plat of Tract 18 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 107, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 533, Page 190, being Lot 2 of the Plat of Tract 18 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 107, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 996, Page 562, being Lot 3 of the Plat of Tract 18 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 107, Boone County Records.

#### **EXHIBIT G**

# Boundary Descriptions of Neighborhood Improvement District for Lakewood Estates / Lakewood Villas & Others Neighborhood Improvement District

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2975, Page 97, being Lot 4 of the Plat of Tract 18 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 107, Boone County Records. Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2854, Page 126, being Lot 1 of the Plat of Tract 19 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 140, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1224, Page 257, being Lot 2 of the Plat of Tract 19 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 140, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 498, Page 881, being Lot 3 of the Plat of Tract 19 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 140, Boone County Records. Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1529, Page 159, being Lot 4 of the Plat of Tract 19 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 140, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1272, Page 870, being Lot 4 of the Plat of Tract 53 of Lakewood Villa as shown on Plat recorded in Plat Book 12, Page 4, Boone County Records. Section 3, T 48, R 12, as described by Corporation General Warranty Deed recorded in Book 451, Page 549, being Lot 3 of the Plat of Tract 53 of Lakewood Villa as shown on Plat recorded in Plat Book 12, Page 4, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 468, Page 523, being Lot 2 of the Plat of Tract 53 of Lakewood Villa as shown on Plat recorded in Plat Book 12, Page 4, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1056, Page 458, being Lot 1 of the Plat of Tract 53 of Lakewood Villa as shown on Plat recorded in Plat Book 12, Page 4, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1056, Page 458, being Lot 1 of the Plat of Tract 55 of Lakewood Villa as shown on Plat recorded in Plat Book 12, Page 61, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2332, Page 165, being Lot 2 of the Plat of Tract 55 of Lakewood Villa as shown on Plat recorded in Plat Book 12, Page 61, Boone County Records. Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1991, Page 569, being Lot 4 of the Plat of Tract 52 of Lakewood Villa as shown on Plat recorded in Plat Book 11, Page 314, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2669, Page 54, being Lot 2 of the Plat of Tract 56 of Lakewood Villa as shown on Plat recorded in Plat Book 12, Page 59, Boone County Records. Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 826, Page 342, being Lot 4 of the Plat of Tract 51 of Lakewood Villa as shown on Plat recorded in Plat Book 11, Page 305, Boone County Records.

Section 3, T 48, R 12, as described by Beneficiary Deed recorded in Book 2369, Page 208, being Lot 3 of the Plat of Tract 52 of Lakewood Villa as shown on Plat recorded in Plat Book 11, Page 314, Boone County Records. Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2812, Page 123, being Lot 3 of the Plat of Tract 51 of Lakewood Villa as shown on Plat recorded in Plat Book 11, Page 305, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2223, Page 801, being Lot 2 of the Plat of Tract 52 of Lakewood Villa as shown on Plat recorded in Plat Book 11, Page 314, Boone County Records.

#### EXHIBIT H

### Boundary Descriptions of Neighborhood Improvement District for Lakewood Estates / Lakewood Villas & Others Neighborhood Improvement District

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2772, Page 129, being Lot 1 of the Plat of Tract 56 of Lakewood Villa as shown on Plat recorded in Plat Book 12, Page 59, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 782, Page 278, being Lot 2 of the Plat of Tract 51 of Lakewood Villa as shown on Plat recorded in Plat Book 11, Page 305, Boone County Records. Section 3, T 48, R 12, as described by Corporation General Warranty Deed recorded in Book 447, Page 858 being Lot 1 of the Plat of Tract 52 of Lakewood Villa as shown on Plat recorded in Plat Book 11, Page 314, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1921, Page 994, being Lot 1 of the Plat of Tract 51 of Lakewood Villa as shown on Plat recorded in Plat Book 11, Page 305, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2589, Page 193, being Lot 1 of the Plat of Tract 54 of Lakewood Villa as shown on Plat recorded in Plat Book 12, Page 8, Boone County Records.

Section 3, T 48, R 12, as described by Trustee's Deed recorded in Book 2082, Page 962, being Lot 2 of the Plat of Tract 54 of Lakewood Villa as shown on Plat recorded in Plat Book 12, Page 8, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1317, Page 1, being Lot 1 of the Plat of Tract 58 of Lakewood Villa as shown on Plat recorded in Plat Book 12, Page 60, Boone County Records.

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1783, Page 188, being Lot 2 of the Plat of Tract 58 of Lakewood Villa as shown on Plat recorded in Plat Book 12, Page 60, Boone County Records. Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2556, Page 129, being Lot 1 of the Valley Creek Subdivision, as shown by Plat recorded in Plat Book 28, Page 57, Boone County Records. (1706 Vail Ct.)

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2556, Page 129, being Lot 1 of the Valley Creek Subdivision, as shown by Plat recorded in Plat Book 28, Page 57, Boone County Records. (1708 Vail Ct.)

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2320, Page 4, being Lot 2 of the Valley Creek Subdivision, as shown by Plat recorded in Plat Book 28, Page 57, Boone County Records. (1705 Vail Ct.)

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2320, Page 4, being Lot 2 of the Valley Creek Subdivision, as shown by Plat recorded in Plat Book 28, Page 57, Boone County Records. (1707 Vail Ct.)

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1588, Page 480, being Lot 3 of the Valley Creek Subdivision, as shown by Plat recorded in Plat Book 28, Page 57, Boone County Records. (5566 Pinehurst Ln.)

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1588, Page 480, being Lot 3 of the Valley Creek Subdivision, as shown by Plat recorded in Plat Book 28, Page 57, Boone County Records. (5568 Pinehurst Ln.)

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1588, Page 480, being Lot 4 of the Valley Creek Subdivision, as shown by Plat recorded in Plat Book 28, Page 57, Boone County Records. (5571 Pinehurst Ln.)

Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1588, Page 480, being Lot 4 of the Valley Creek Subdivision, as shown by Plat recorded in Plat Book 28, Page 57, Boone County Records. (5573 Pinehurst Ln.)

Section 3, T 48, R 12, as described by Trustee's Deed recorded in Book 2564, Page 31, being Lot 5 of the Valley Creek Subdivision, as shown by Plat recorded in Plat Book 28, Page 57, Boone County Records.

Section 3, T 48, R 12, as described by Trustee's Deed recorded in Book 2564, Page 31, being Lot 5 of the Valley Creek Subdivision, as shown by Plat recorded in Plat Book 28, Page 57, Boone County Records. (5579 Pinehurst Ln.)

10	#	TAXPARCEL	LNAME	FNAME	LNAME2	FNAME2	LNAME3	FNAME3	LNAME4	FNAME4	ADDRESS	CITY	ST Z	IP LEGAL DESCRIPTION
						l i						Ì		Section 3, T 48, R 12, as described by Beneficiary Quit
1								l i					1 1	Claim Deed recorded in Book 1114, Page 384, being Lot 4 of Tract 20 of Lakewood Estates a shown on Plat recorded
1	17-	212-03-01-001.00	COLEMAN	MILLS R.					_		1714 LAKEWOOD DR.	COLUMBIA	MO 65	202 in Plat Book 11, Page 165, Boone County Records.
Г														Section 3, T 48, R 12, as described by Beneficiary Deed
						ļ i		1 1					1 1	recorded in Book 2782, Page 125, being Lot 3 of Tract 20 of Lakewood Estates a shown on Plat recorded in Plat Book
2	17-	212-03-01-002.00	MACK	LAURA K.							1712 LAKEWOOD DR.	COLUMBIA	MO 65	202 11, Page 165, Boone County Records.
	$\neg$													Section 3, T 48, R 12, as described by Beneficiary Deed recorded in Book 1417, Page 888, being Lot 2 of Tract 20 of
								i i		1			1 1	Lakewood Estates a shown on Plat recorded in Plat Book
3	17-	-212-03-01-003.00	PATTERSON	SHARON W.							1710 LAKEWOOD DR.	COLUMBIA	MO 65	202 11, Page 165, Boone County Records.
1						i i								Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1055, Page 709, being Lot 1 of Tract
											Ì			20 of Lakewood Estates a shown on Plat recorded in Plat
4	17-	-212-03-01-004.00	BROWN	BRIAN K.	BROWN	JACQUELINE M.				<del> </del>	1708 LAKEWOOD DR.	COLUMBIA	MO 65	202 Book 11, Page 165, Boone County Records.  Section 3, T 48, R 12, as described by General Warranty
											!		1 (	Deed recorded in Book 1249, Page 578, being Lot 2 of Tract
						\							-	21 of Lakewood Estates a shown on Plat recorded in Plat
Ŀ	17-	-212-03-01-006.00	CLAPPER	NEIL	OLSON	MARY L.	<u> </u>			-	1707 LAKEWOOD DR.	COLUMBIA	MO  65	5202 Book 11, Page 195, Boone County Records.  Section 3, T 48, R 12, as described by General Warranty
														Deed recorded in Book 606, Page 243, being Lot 1 of Tract
Ι.	.		7.500	NOODERT T		1					1705 LAKEWOOD DR.	COLUMBIA	140	21 of Lakewood Estates a shown on Plat recorded in Plat in 202 Book 11, Page 195, Boone County Records.
Ľ	3 17-	-212-03-01-007.00	EVERS	NORBERT T.	<del></del>	+				_	1705 LAKEWOOD DK.	COLUMBIA	IVIO da	1202 Book 11, Fage 195, Booke County Records.
ì												ļ		Section 3, T 48, R 12, as described by General Warranty
	- 1								Į				1	Deed recorded in Book 1551, Page 788, being Lot 2 of Replat of Tract 4 of Lakewood Estates a shown on Plat
1 :	7 17	-212-03-01-010.00	TRUMBO	JERRY W.			_			_]. ·	1703 LAKEWOOD DR.	COLUMBIA	MO 6	recorded in Plat Book 11, Page 55, Boone County Records.
Г								i		,	_			Section 3, T 48, R 12, as described by General Warranty
1														Deed recorded in Book 958, Page 119, being Lot 1 of Replat
	- [			}										of Tract 4 of Lakewood Estates a shown on Plat recorded in
H	8 17	-212-03-01-011.00	BRITT	CLAIRE E.				<del> </del>		+	1701 LAKEWOOD DR.	COLUMBIA	_MO  6	5202 Plat Book 11, Page 55, Boone County Records.  Section 3, T 48, R 12, as described by General Warranty
					i		Ì	1					1 1	Deed recorded in Book 1634, Page 625, being Lot 2 of Tract
1	.													5A of Lakewood Estates a shown on Plat recorded in Plat
Ľ	9 17	<u>-212-</u> 03-01-014.00	BLOSS	KERRIE	<del></del>		_	<del>                                     </del>		+,-	1700 ASPEN CIRCLE	COLUMBIA	MO B	5202 Book 11, Page 148, Boone County Records.  Section 3, T 48, R 12, as described by General Warranty
ı	Ì		ļ		1				1				1 1	Deed recorded in Book 742, Page 818, being Lot 1 of Tract
Ι.		-212-03-01-015.00	ALUEL IOLA	LORNE			1	1			1702 ASPEN CIRCLE	COLUMBIA		5A of Lakewood Estates a shown on Plat recorded in Plat 5202 Book 11, Page 148, Boone County Records.
H	10 17	-212-03-01-015.00	CHISTOLM	LORITE	<del></del>			+	<del>                                     </del>	_	1702 ASPEN CINCLE	COLONBIA	18.0	Section 3, T 48, R 12, as described by General Warranty
ì											ì			Deed recorded in Book 2974, Page 183, being Lot 2 of Tract
Ι,	(3   17	7-212-03-01-017.00	LIEN	JAMES S.							1704 ASPEN CIRCLE	COLUMBIA	MOLE	5B of Lakewood Estates a shown on Plat recorded in Plat 5202 Book 11, Page 163, Boone County Records.
۲	117	-212-03-01-017.00		UNITED O.	+	+		<b>\_</b>	_		1704 FISH EN CHICEE	OGEOMBET	1.010	Section 3, T 48, R 12, as described by General Warranty
								i						Deed recorded in Book 2555, Page 141, being Lot 1 of Tract 5B of Lekewood Estates a shown on Plat recorded in Plat
١,	12 17	7-212-03-01-018.00	SCHLOSS	JACOB A.	LUCHENBILL	DEBORAH L.					1708 ASPEN CIRCLE	COLUMBIA	MO 6	5202 Book 11, Page 183, Boone County Records.
								1						Section 3, T 48, R 12, as described by General Warranty
								Į.					1 1	Deed recorded in Book 1248, Page 595, being Lot 1 of Tract 28 of Lakewood Estates a shown on Plat recorded in Plat
Ŀ	13 17	7-212-03-01-020.00	MARTIN	ROGER A	MARTIN	VIRGINIA L.					1708 ASPEN CIRCLE	COLUMBIA	MO 6	5202 Book 11, Page 268, Boone County Records.
1								1						Section 3, T 48, R 12, as described by General Warranty Dead recorded in Book 2751, Page 27, being Lot 2 of Tract
Т	- [							1	1	1				28 of Lakewood Estates a shown on Plat recorded in Plat
Ŀ	14 17	7-212-03-01-021.00	HOUSE	HANNAH		+	<u> </u>	+	+		1710 ASPEN CIRCLE	COLUMBIA	MO 8	5202 Book 11, Page 268, Boone County Records.
														Section 3, T 48, R 12, as described by General Warranty
1						1								Deed recorded in Book 795, Page 838, being Lot 4 of Replat
	15 17	7-212-03-01-022.00	DINWIDDIE	VIRGINIA ANN					Ţ		1721 ASPEN CIRCLE	COLUMBIA	MO	of Tract 7 of Lakewood Estates a shown on Plat recorded in 35202 Plat Book 11, Page 87, Boone County Records.
T														
	1			1		1			1			]		Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1479, Page 108, being Lot 3 of
1	-			1		1								Replat of Tract 7 of Lakewood Estates a shown on Plat
-	16 17	7-212-03-01-023.00	JUDKINS	CONNIE D.	<u> </u>		<b>↓</b>		+		1719 ASPEN CIRCLE	COLUMBIA	MO	35202 recorded in Plat Book 11, Page 67, Boons County Records.
	j									ĺ				Section 3, T 48, R 12, as described by General Warranty
1							1							Deed recorded in Book 473, Page 520, being Lot 2 of Replat
1	17 1	7-212-03-01-024.00	HERTER	VERA L.		1					1717 ASPEN CIRCLE	COLUMBIA	MO	of Tract 7 of Lakewood Estates a shown on Plat recorded in 35202 Plat Book 11, Page 67, Boone County Records.
┢	Ή.						<del>                                     </del>							
1	- }					1								Section 3, T 48, R 12, as described by General Warranty
							1							Deed recorded in Book 2897, Page 105, being Lot 1 of Replat of Tract 7 of Lakewood Estates a shown on Plat
$\perp$	18 13	7-21 <u>2-03-01-025.00</u>	HARTMAN	CARYN L.							1715 ASPEN CIRCLE	COLUMBIA	MO	85202 recorded in Plat Book 11, Page 87, Boone County Records.
1										1				Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1254, Page 296, being Lot 4 of Tract
1				1		1					1			8 of Lakewood Estates a shown on Plat recorded in Plat
L	19 ] 1	7-212-03-01-027.00	JFRY	MARY MARTHA				<u> </u>			1707 ASPEN CIRCLE	COLUMBIA	MO	85202 Book 11, Page 65, Boone County Records.

LEGAL DESCRIPTION	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1473, Page 47, being Lot 3 of Tract 6 of Lakewood Estates a shown on Plat recorded in Plat 20 Book 11, Page 65, Boone County Records.	Section 3, T 48, R 12, as described by General Warranty Dead recorded in Book 2460, Page 85, being Lot 2 of Tract 6 of Lakewood Estates a shown on Plat recorded in Plat 65202 Book 11, Page 85, Boone Courty Records.	Section 3, T. 48, R. 12, as described by General Warranty Dead recorded in Book 1464, Page 818, being Lot 1 of Tract 6 of Liskewood Estates a shown on Plat recorded in Plat 02 Book 11, Page 65, Boone Courty Records.	Section 3. T 48, R 12, as described by General Warranty Deed recorded in Book 2210, Page 714, being Lot 4 of R 124 of the Newood Estates a shown on Pala Book 11, Page 43, Boone County Records.	Section 3. T 48, R 12, as described by General Warrarty Deed recorded in Book 1469, Page 231, being Lot 3 of Tatewood Catales a shown on Patt 20 (Tescrided in Plat Book 11, Page 43, Boone Courty Records.	Section 3, T 48, R 12, as described by General Warrarty Deed recorded in Book 1180, Page 694, being Lot 2 of Repiat of Tract 3 of Lakewood Estates a shown on Plat (recorded in Plat Book 11, Page 43, Boone County Records.	Section 3, T 48, R 12, as described by General Warrarty Deed recorded in Book 2789, Page 118, being Lot 1 of Replat of Tract 3 of Lakewood Estales a shown on Plat 72703 recorded in Plat Book 11, Page 45, Boone County, Records.	Section 3. T 48, R 12, as described by General Warrarry Deed recorded in Book 2845, Page 86, being Lot 4 of Repiat of Tract 2 of Latewood Estables a shown on Patresorded in 85202 Plat Book 11, Page 38, Boone County Records.	Section 3, T 48, R 12, as described by General Warrarty Deed recorded in Book 1055, Page 534, being Lot 3 of Regist of Track of Latewood Estates a stown on Per (65202) recorded in Pat Book 11, Page 38, Boone Courty Records.	Section 3, T.48, R. 12, as described by General Warrarty Deed recorded in Book 2751, Page 154, being Lot 2 of Latewood Estates a shown on Book 2720, precorded in Plat Book 11, Page 36, Boone Courty Records.	Section 3. T.48, R. 12, as described by General Warrarty Deed recorded in Book 2834, Page 28, being Lot 1 of Reptat of Tract 2 of Lakewood Educate a shown on Plat recorded in 65202 Plat Book 11 Page 38. Boone County Records.	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1988, Page 574, being Lot 1 of TRact 13 of Estates a shown on Plat recorded in Plat Book 68202, 11, Page 12, Booke County Records.	Section 3.1 48, R.12, se described by General Warrarty Dead recovered in Book 1788, Page 22, being Lot 2 of the Plat of Tract 15 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 112, Bonne County 65202 Records.	Socilon 3, T.48, R.12, as described by General Warranty Deed recorded in Book 145, Page 168 bring Lot 2 of the Pitst of Tract 8 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 164, Bonne Courty Record		Section 3, T 46, R 12, as described by Quát Claim Dead recorded in Book 1230, Page 949, being Lot 2 of the Plat of Tract ZZ of Lakewood Estates a shown on Plat recorded in 202 Plat Book 11, Page 248, Boone County Records.	Section 3, T 48, R 12, as described by Quit Claim Deed recorded in Book 2433, Page 82, being Lot 1 of the Plat of Tred 22 of Lakewood Estates a shown or Plat recorded in MO (65203) Plat Book 11, Page 248, Boone Courty Records.
ST ZP	MO 85202	MO 8520	MO 85202	MO 65202	MO 65202	MO 85202	*	MO 852	MO 652	MO 65;	MO 85.	MO 85;	MO 85;	Z S	M 08	MO 65202	MO 65
CIII	COLUMBIA	COLUMBIA	COLUMBIA	COLUMBIA	COLUMBIA	COLUMBIA	FAYETTEVILLE	COLUMBIA	COLUMBIA	COLUMBIA	COLUMBIA	COLUMBIA	COLUMBIA	COLUMBIA	COLUMBIA	COLUMBIA	COLUMBIA
ADDRESS	1705 ASPEN CIRCLE	1703 ASPEN CIRCLE	1701 ASPEN CIRCLE	1615 LAKEWOOD DR.	1813 LAKEWOOD DR.	1611 LAKEWOOD DR.	2526 N. JINMIE	1607 LAKEWOOD DR.	1805 LAKEWOOD DR.	1803 LAKEWOOD DR.	1601 LAKEWOOD DR.	5618 PINEHURST LN.	5916 PINEHURST LN.	S614 PINEHJRST IN	5612 PINEHURST LN.	5610 PINEHURST LN.	5608 PINEHURST LN.
FNAME4																	
LNAMEA																	
FNAME3																	
LNAME3																	
FNAME2	KEITH RICHARD					MABEL M.						ROSE N.					
LNAME2	MASON					CRAIG (TRUSTEES)						CARTER					
FNAME	MARY LOUISE		GOLDIE L.	KAREN C.	GLORIA	WILLIAM S.	STANLEY H.	KIMBERLYA	KATHERINE A.	JEANIE L.	TAKEISHA L.	STEPHEN L.	GEORGIANA C.	SARAHA	JANE	MARIE ILENE GUFFY	MATTIE D.
LNAME	MASON	BUCKNER	BAUGHMAN	RICHARDS	PIERCE	CRAIG (TRUSTEES)	COLLINS	DIFTON	28 17-212-03-01-040.00 HIMBERGER (TRUSTEE)	WOLTMEIER	FARMER	CARTER	STIIG	MOUNTER	DAVIS	DREWAN	BARBEE
TAXPARCEL	20 17-212-03-01-028.00 MASON	17-212-03-01-029.00		17-212-03-01-033.00	17-212-03-01-034.00	17-212-03-01-035.00	17-212-03-01-036.00	17-212-63-01-038.00 DILLON	7-212-03-01-040.00	28 17-212-03-01-041.00	30 17-212-03-01-042.00		17-212-03-01-046.00	17-212-03-01-047.00	34 17-212-03-01-048.00 DAVIS	35 17-212-03-01-050.00	36   17-212-03-01-051.00   BARBEE
# 0	8	22		8 1	24	25 1	28 1	27 1	28	8	8	<u> </u>	32	33	*	35	38

TAXPARCEL LINAME FINAME2 FINAME3 FINAME3 FINAME4 ADDRESS	FNAME LNAME2 LNAME3 FNAME3 FNAME4	LNAME2 LNAME3 FNAME3 FNAME4 FNAME4	FNAMEZ LNAMES FNAMES LNAME4 FNAME4	LNAMES FNAMES LNAME4	FHAMES LNAME4 FNAME4	NAME4 FNAME4	NAME4 FNAME4		ADDRE	S	CITY	ST ZP LEGAL DESCRIPTION Section 3, T 48, R 12, as adscribed by General Warranty Deed recorded in Rook 1386, Page 147, being Lot 1 of the Plat of Treat 23 of Lakewood Estates a shown on Plat
17-212-03-01-054.00 CELLAR KIRK 5608 PIN	KIRK		VIG 8089	VII 8089	VII. 8089	NIG 9099	5608 PIN	5606 PIN	106 PIN	5606 PINEHURST LN.	COLUMBIA	MO 65202
17-212-03-01-055.00 ATHON GAIL R. 5804 PIR	GAIL R.		aid #095	aid #095	ald \$685	1Id #099	VId ¥085	5804 PIN	94 PI	5804 PINEHURST LN.	COLUMBIA	MO 85202
17.212-03-01-056.00 HAMPTON JR. GEORGE T. HAMPTON JENNIFER J. 15524	GEORGE T. HAMPTON JENNIFER J.	HAMPTON JENNIFER J.	JENNIFERJ		11324	13224	13224	13224	ž	13224 ST HWY F	DUDLEY	Section : Deed rec Plat of TI recorded MO 63936 Records
17-212-03-01-057.00 SHEEHWN JOHN 5600 F	NHOP		1 0095	1 0095	9000 5	J 0099	5600 F	5800 F	900	5600 PINEHURST LN.	COLUMBIA	MO 65202
17-212-03-01-058-00 LERESCHE ROBERT 4270	ROBERT		4270	4270	4270	4270	4270	4270	220	4270 GRACIER HWY	JUNEAU	AK 99801
42 17-212-03-01-059.00 KNOWLES DEREKT. 658	DEREK T.		959	959	959	959	859	828	K	6584 PINEHURST LN.	COLUMBIA	Section 3 Deed rec Plat of Tr recorded MO 65202 Records
17.212.03-01-000.00 SANDERS BRET	BRET							47		6596 PINEHURST LN.	COLUMBIA	Section 3. T 48, R 12, as described by Trustee's Dead recorded in Book 2469, Page 18, being Lot 2 of the Plat of That 24 of the Lakewood Edebes a shown or Plat recorded in MO 65202 Plat Book 11, Page 216, Boone Courty Records.
17-212-03-01-081.00 RUSSELL MERRILL T.		MERRILL T.								6598 PINEHURST LN.	COLUMBIA	MO 65202
45   17.212-03-01-030.00   HOLBROOK   BRIGHAM RYAN   HOLBROOK   JULIE K.	. BRIGHAM RYAN HOLBROOK	. НОГВКООК	•						u	5583 PINEHURST LN.	COLUMBIA	Section 3. T 46, R 2. as described by General Warrarty Deed recorded in Book 2723, Page 128 bing L 41 of the Plat of Tract 27 of Lakewood Estates a shown on Plat Plat of Tract 27 of Lakewood Estates a shown on Plat MO 65227 Tencerded in Plat Book 11, Page 244, Boone Courty MO 65227 Records.
SHARP	LANTZ									304 N. CEDAR LAKE DR.	COLUMBIA	MO 85203
SE	ş	SALLY C.							47	5597 PINEHURST LN.	COLUMBIA	MO 65202
46 17-212-03-01-083.00 GIBSON ALAN K GIBSON MARSHA W.	ALAN K. GIBSON	OIBSON		MARSHA W.						6589 PINEHURST LN.	COLUMBIA	MO 65202
17-212-03-01-086.00 BAURICHTER MATTHEW		матнем								5801 PINEHURST LN.	COLUMBIA	MO 65202
17-212-03-01-097.00 DOUBET RICKY ROBERT		RICKY ROBERT								5603 PINEHURST LN.	COLUMBIA	MO 65202
17-212-03-01-038.00 GATER ROWLD C. GATOR TEEWA E.	ROWALD C. GATOR	GATOR		TEEM E.					- 1	5605 PINEHURST LN.	COLUMBIA	Section 3, T 48, R 12, as described by General Warrarry Deed recorded in Book 1651, Page 192, being Lot 2 of the Re-Plat of Tract 8 of Lakewood Extates a shown on Plat MO 65203 recorded in Plat Book 11, Page 59, Boone County Records.
62  17-212-03-01-098-00 GINSBURG % BOONE REALTY   DONALD	INSBURG % BOONE REALTY   DONALD	DONALD								33 E. BROADWAY	COLUMBIA	Section 3. T.48, R.12, as described by General Warrarrly Deed recorded in Book 1441, Page 824, being Lot 1 of the Re-Plat of Tract 8 of Lakewood Endans a shown on Plat MO 65203 recorded in Plat Book 11, Page 55, Boons County Records.

NAO   66202   190ed		Sed Collection of the collecti	三朝村 圣美美国 高有规则 海田草属 国家印度 国家任务 最多。 01 电多元的 化多生物 医电子物	and the state of t	at a formal and a formal a fo	Deed recorded in Book 2918, Page 142, being Lot 3 of the Re-Pate of Tract 10 of Lakewood Estates a shown on Plat recorded in Read 10 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 39, Boone County Records Section 3, T 48, R 12, as described by General Warrardy Deed recorded in Book 250, Page 158, being Lot 2 of the Re-Pat of Tract 10 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 39, Boone County Records Section 3, T 48, R 12, as described by Quit Claim Deed recorded in Plat Book 11, Page 39, Boone County Records of Tract 10 of Lakewood Estates a shown on Plat the Plat Book 11, Page 39, Boone County Records of Tract 11 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 39, Page 544, Paling Lot 4 of the Replat of Tract 11 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 57, Boone County Records Section 3, T 48, R 12, as described by General Warrardy Deed recorded in Plat Book 11, Page 57, Boone County Records Section 3, T 48, R 12, as described by General Warrardy Deed recorded in Plat Book 11, Page 57, Boone County Records Section 3, T 48, R 12, as described by General Warrardy Deed recorded in Plat Book 11, Page 57, Boone County Records Section 3, T 48, R 12, as described by General Warrardy Deed recorded in Plat Book 11, Page 59, Boone County Records Section 3, T 48, R 12, as described by General Warrardy Deed recorded in Plat Book 11, Page 59, Boone County Records Section 3, T 48, R 12, as described by General Warrardy Deed recorded in Plat Book 11, Page 59, Boone County Records Section 3, T 48, R 12, as described by General Warrardy Deed recorded in Plat Book 11, Page 59, Boone County Records Section 3, T 48, R 12, as described by General Warrardy Deed recorded in Plat Book 1, Page 59, Boone County Records Section 3, T 48, R 12, as described by General Warrardy Deed recorded in Plat Book 1, Page 59, Boone County Records Section 3, T 48, R 12, as described by General Warrardy Deed recorded in Plat Book 1, Page 59, Boone County Records
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6015 PINEHJRST LN. 5617 PINEHJRST LN.	5817 PINEHURST LN. 5819 PINEHURST LN. 5821 PINEHURST LN.	5613 PINEHURST LN. 5613 PINEHURST LN. 5623 PINEHURST LN. 2623 FINEHURST LN.	5615 PINEHURST LN. 5619 PINEHURST LN. 5621 PINEHURST LN. 5627 PINEHURST LN. 5627 PINEHURST LN. 5629 PINEHURST LN.	5615 PINEHURST LN. 5619 PINEHURST LN. 5623 PINEHURST LN. 2520 E. MORRIS DR. 2629 PINEHURST LN. 5629 PINEHURST LN. 5629 PINEHURST LN. 5629 PINEHURST LN.	5615 PINEHURST LN. 5619 PINEHURST LN. 5620 E. MORRIS DR. 5629 PINEHURST LN. 5629 PINEHURST LN. 5629 PINEHURST LN. 5621 LAKEWOOD DR. 1573 LAKEWOOD DR. 1575 LAKEWOOD DR.	5615 PINEHURST LN. 5619 PINEHURST LN. 5623 PINEHURST LN. 5624 PINEHURST LN. 5626 LAKEWOOD DR. 1575 LAKEWOOD DR. 1568 LAKEWOOD DR.
114 YPI	5617 Pl:	5617 Pir 5619 Pir 5623 Pi	5617 Pln 5619 Pl 5623 Pl 5623 P	5617 Pln 5623 Pl 5623 Pl 5623 Pl 5623 Pl	5617 Pln 5621 Pll 5623 Pl 5623 Pl 1577 L 1575 L	5617 PIN 5619 PIN 5623 PI 5623 PI 1573 L 1577 L
NORMA S.	SUE ANN STEPHANIE S.	SUE ANN STEPHANIE S. ADA ADA AMABJORIE A.	SUE ANN SUE ANN ADA ADA ANTA P. KEESHA L.	SUE ANN SUE ANN ADA ADA ANITA P. KEESHA L. KEESHA L.	SUE ANN SUE ANN STEPHANIE S. ADA ANITA P. KEESHA L. KEESHA L. CRYSTAL	SUE ANN STEPHANIE S. ADA ADA ANTA P. ANITA P. KEESHA L. CRYSTAL GROVENE A. SARAH J. SUSAN K.
ROBB	OBB SAMPBELL STAFFORD	OBBB STAFFORD STAFFORD SWANGELS	STAFFORD STA	STAFFORD STA	WAMPBELL SOOTH SOOTH LURNER UDNES UDNES COOPER	MAPBELL STAFFORD STAFFORD TURNER LONES LONES COOPER COOPER TYDINGS
						17-212-03-01-108.00 GA 17-212-03-01-108.00 ST 17-212-03-01-110.00 MA 17-212-03-01-111.00 MA 17-212-03-01-116.00 HE 17-212-03-01-116.00 OI 17-212-03-01-116.00 OI 17-212-03-01-116.00 OI 17-212-03-01-116.00 OI 17-212-03-01-116.00 OI 17-212-03-01-110.00 OI 17-212-03-01-110-00 OI
	CAMPBELL SUE ANN STEPHANIE S.	STAFORD STEPHANIE S.  BOOTH ADA  MARJORIE A.  MARJORIE A.	STAFORD STEPHANIES.  BOOTH ADA  MARJORIEA.  TURNER ANITA P.  JONES KEESHA L.	STAFORD STEPHWIE'S.  STAFORD STEPHWIE'S.  BOOTH ADA  BOOTH ADA  BOOTH ADA  BOOTH ADA  BOOTH ADA  BEOTH ADA  BESHALL	STAFORD STEPHWIE S.  STAFORD STEPHWIE S.  BOOTH ADA  BOOTH ADA  BLOOTH ADA  BL	STAFFORD STEPHWIE S.  STAFFORD STEPHWIE S.  BOOTH ADA  MAGELS  MANJORIE A  MAN

LEGAL DESCRIPTION	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1121, Page 332, being Lot 4 of the Page 10 Tract 14 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 137, Boone County Records.	Section 3, T. 48, R. 12, as described by General Warranty Deed recorded in Book 2205, Page 21, being Lot 1 of the Page of Lakewood Settles as shown on Pail recorded in Patl Book 11, Page 73, Boore County Records.	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2535, Page 136, being Lot 2 of the Plat of Tract 15 of Lakewood Extates a shown on Plat recorded in Plat Book 11, Page 73, Boone County Records.	Section 3, T.48, R.12, as described by Beneficiary Deed recorded in Book 1632, Page 825, being Lot 3 of the Plat of Plat at 15 of Lakewood Extates a shown on that recorded in Plat Book 11, Page 73, Boone Courty Records.	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2855, Page 4, being Lot 4 of the Plat of Tract 15 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 73, Boone County Records.	Section 3, T 48, R 12, as described by General Warramty Deba ferceded in Book 276, 276, 28ge 46, bellon Lot 1 of the Plat of Tract 16 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 74, Boone County Records.	Section 3, T 48, R 12, as described by General Warranty Deel recorded in Book 2302, Page 811, being to 2 of the and of Treat 16 of Latewood Edates a shown on Plat recorded in Plat Book 11, Page 74, Boons County Records.	Section 3, T.48, R.12, as described by General Warrerty Deed recorded in Book 1718, Page 480, being Lot 3 of the page 480, being Lot 3 of the recorded in Plat Book 11, Page 74, Boone County Records.	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2870, Page 130, being Lot 4 of the their of Tract 16 of Latewood Estatas a shown on Plat recorded in Plat Book 11, Page 74, Boone Courty Records.	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1445, Page 251, being Lot 1 of the part of Treat 17 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 75, Boome Courty Records.	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 953, Page 835, being Lot 2 of the and of Tract 17 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 75, Boone County, Records.	Section 3, T 48, R 12, as described by General Warranty bedrecorded in Book 1241, rage 739, Jening Lct 3 of the Plat of Tract 17 of Lakewood Estates a shown on Plat in recorded in Plat Book 11, Page 75, Boone Courty Records.	Section 3, T 48, R 12, as described by General Warrardy Deed recorded in Book 2856, Page 101, being Lot 4 of the Bend Treat 17 of Lakewood Estates a shown on Plat reported in Plat Book 11, Page 75, Boone County, Records.	ediction 3, 4 Kg. 12, as described by General Warranty Deed recorded in Book 1783, Page 840, being Lot 1 of the Plat of Tract 18 of Lakewood Estates a shown on Plat recorded in Pat Book 11, Page 107, Boone County Records.	edection 3, 148, R12 as described by General Warrarry Deed recorded in Book 539, Page 180, baing Lot 2 of the Plat of Tract 18 of Lakewood Estates a shown on Plat encorded in Plat Book 11, Page 107, Boone County Records.	Section 3, T 46, R 12, as described by General Warrarly Deed recorded in Book 996, Page 562, beng 1ct 3 of the Patr of Tract 16 of Lakewood Estates a shown on Patr Recorded in Plat Book 11, Page 107, Boone County Recorde.
	Section 3, T 48, Deed recorded in Plat of Tract 14 or recorded in Plat Records.	ection 3, T 48, eed recorded is lat of Tract 15 is scorded in Plat	ection 3, T 48, eed recorded i lat of Tract 15 ecorded in Plat	ection 3, T 48, scorded in Boo ract 15 of Lake lat Book 11, P.	tection 3, T 48, Seed recorded if Tract 15 of L	Section 3, T 48 Deed recorded Nat of Tract 16 ecorded in Plai	Section 3, T 48 Deed recorded Pat of Tract 16 ecorded in Pla	Section 3, T 48 Deed recorded Plat of Tract 16 recorded in Pla	Section 3, T 46 Deed recorded Plat of Tract 16 recorded in Pla	Section 3, T 4( Deed recorded Plat of Tract 1: recorded in Pk	Section 3, T 4. Deed recorder Plat of Tract 1	Section 3, T 4 Deed recorded Plat of Tract 1 recorded in Pi	Section 3, T 4 Deed recorde Plat of Tract 1 recorded in Pl	Section 3, T 4 Deed recorde Plat of Tract 1 recorded in Pl		Section 3, T 4 Deed recorde Plat of Tract recorded in P
ST ZP	85202	65202	S D D D D D D D D D D D D D D D D D D D	MO 65202	MO 65203 ir	MO 65202	MO 65202	MO 65202	MO 65202	MO 65202	MO 65202	MO 65202	MO 65205	MO 63128	MO 66202	Section 3 Deed rec Plat of Tr recorded MO (65109 (Records.
CITY	BIA MO	BIA MO											COLUMBIA	ST. LOUIS	COLUMBIA	JEFF CITY
2	COLUMBIA	COLUMBIA	COLUMBIA	COLUMBIA	COLUMBIA	COLUMBIA	COLUMBIA	COLUMBIA	COLUMBIA	COLUMBIA	COLUMBIA	COLUMBIA	COLL	ST.L		JEFF
ADDRESS	1574 LAKEWOOD DR.	1678 LAKEWOOD DR.	1578 LAKEWOOD DR.	1580 LAKEWOOD DR.	1582 LAKEWOOD DR.	1600 NE LAKEWOOD DR.	1802 LAKEWOOD DR.	1804 LAKEWOOD DR.	1608 LAKEWOOD DR.	1608 LAKEWOOD DR.	1610 LAKEWOOD DR.	1812 LAKEWOOD DR.	P.O. BOX 30804	3607 MANGO DR.	1618 LAKEWOOD DR.	817 CLARK AVE.
FNAMEA					- 5	<u> </u>	1	2	=		<del>-</del>		<u></u>			
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INAMEA																
FNAMES																
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ENAME?					ANGELA C.							TAMMY	CHARLES	KATHLEEN L		
INAMES					SCHWEIKERT							BARGFREDE	ASHWORTH	YANKO		
- Chiange	BETTY A		ELIZABETH	Jonise	AN D.	KENNETH M.	JACQUELINE M.	ANNE E.	KIMBERLY	JERRY W.	CAROL J.		¥	F	4	ARCHIE LEE
							ORAIG	SHEBWAN	ASH	PEMBERTON	DELANCEY	BARGFREDE	ASHWORTH	YANKO	FARRELL	ANDREWS
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TION	by General Warranty 97, being Lot 4 of the s a shown on Plat Boone Courty	by General Warnarity 128, being Lot 1 of the is a shown on Plat , Boone County	by General Warranty 257, being Lot 2 of the ss a shown on Plat , Boone County	by General Warranty 841, being Lot 3 of the ss a shown on Plat 7, Boone Courty	l by General Warranty 159, being Lot 4 of the es a shown on Plat ), Boone Courty	I by General Warranty 870, being Lot 4 of the is shown on Plat Boone County Records.	d by Corporation General 451, Page 549, being Lot od Vila as shown on Plat Boone County Records.	d by General Warranty 523, being Lot 2 of the as shown on Plat Boone Courty Records.	d by General Warranty e 458, being Lot 1 of the as shown on Piat Boone County Records.	d by General Warranty e 458, being Lot 1 of the as shown on Plat , Boone County Records.	d by General Warranty e 185, being Lot 2 of the as shown on Plat , Boone County Records.	nd by General Warranty e 569, being Lot 4 of the as shown on Plat 14, Boone County	od by General Warranty le 54, being Lot 2 of the as shown on Plat Roone County Records	od by General Warranty 1342, being Lot 4 of the as shown on Plat 15, Boone County	sd by Beneficiary Deed , being Lot 3 of the Plat of who on Plat recorded in Play New Records.	ed by General Warranty to 123, being Lot 3 of the 123 shown on Plat 105, Boone County	ed by General Warranty ge 801, being Lot 2 of the r as shown on Plat 14, Boone County
LEGAL DESCRIF	Section 3. 144. R R 12, as described by General Warranty Deed recorded in Book 2975. Page 97, being L014 of the Plat of Tract 16 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 107, Boone Courty Records.	Seation 3.7 48, R 12, as described by General Warmary Seation 3.7 148, R 12, as described by General Warmary Dasa recorded in Box 2554, Page 125, being Lot 1 of the Plat of Tract 19 of Laterwood Existes a shown on Plat recorded in Plat Box 11, Page 140, Boone Courty Records.	Section 3, 148, R 12, as described by General Warrardy Deed recorded in Book 1224, Page 257, being Lot 2 of the Plat of Tract 16 of Latewood Estates a shown on Plat recorded in Plat Book 11, Page 140, Boone Courty Records	Section 3, T.48, R.12, as described by General Warrardy Deed recorded in Book 489, Page 881, being Lot 3 of the Plat of Tract 18 of Lakewood Estates a shown on Plat rescorded in Plat Book 11, Page 140, Boone Courty Records.	Section 3, T 49, R 12, as described by General Warranty Deed recorded in Book 1529, Page 159, being Lot 4 of the Plat of Tract 19 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 140, Boone County Records.	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1272, Page 670, being Lot 4 of the Plat of Track 53 of Lakewood Villa as shown on Plat recorded in Plat Book 12, Page 4, Boone Courty Records.	Section 3, T.49, R.12, as described by Corporation General Warranty Deed recorded in Book 451, Page 549, bring Lot 9 of the Plat of Tract 53 of Lakewood Villa as shown on Plat a recorded in Plat Book 12, Page 4, Boone Courty Records.	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 489, Page 523 being Lot 2 of the Plat of Tract 53 of Lakewood Villa as a shown on Plat precorded in Plat Board Society Records recorded in Plat Book 12, Page 4, Boare Courty Records	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1056, Page 458, being Lot 1 of the Plat of Tract 53 of Lakewood Villa as shown on Plat recorded in Plat Book 12, Page 4, Boone Courty Records.	Section 3, T 48, R 12, as described by General Warrarly Deed recorded in Book 1058, Page 458, being Lot 1 of the But of Tract 55 of Lakewood Ville as shown on Pat recorded in Patt Book 12, Page 51, Boone Courty Records.	Section 3. T 48, R 12, as described by General Warrarry Deed recorded in Book 2332, Page 165, being Lot 2 of the Pat of Tract 56 of Lakewood of lig as shown on Plat Deed Courty Records.	n 3, T 48, R 12, as describe recorded in Book 1991, Pag Tract 52 of Lakewood Vilia ed in Plat Book 11, Page 31 ds.	Section 5, T 48, R 12, as described by General Warranty Deed recorded in Book 2869, Page 54, being Lot 2 of the Plate of Track 56 of Lukswood Villa as shown on Plat mexceled in Plat Book 12, Paus 58, Broons Creativ Reno	Section 3, T.49, R.12, as described by General Warranty Debe recorded in Book 826, Page 3-42, Debig Lot 4 of the Plat of Tract 51 of Lakewood Villa as shown on Plat proceeded in Plat Book 11, Page 305, Boone County Records.	Section 3, T 48, R 12, as described by Beneficiary Deed recorded in Book 72389, Page 208, being Lot 3 of the Plat of Tract 52 of Lakewood Villa as shown on Plat recorded in Plat Book 1, Page 314, Boom County Records	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2812, Page 123, being Lot 3 of the Plat of Tract 51 of Lakewood Villa as shown on Plat recorded in Plat Book 11, Page 305, Bonne County Records.	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2223, Page 801, being Lot 2 of the Plat of Tract 52 of Lakewood Villa as shown on Plat recorded in Plat Book 11, Page 314, Boone Courty Records.
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LEGAL DESCRIPTION	Section 3, T.48, R.12, as described by General Warrarty Deed recorded in Book 2772, Page 129, being Lot 1 of the Page of Traces Sec of Latewood of Ma as shown on Plat recorded in Path Book 12, Page 59, Boone County Records.	Section 3. T 48, R 12, as described by General Warranty Deed recorded in Book 782, Page 2738, being Lot 2 of the Plat of Tract 51 of Latkewood Villa as shown on Plat recorded in Plat Book 11, Page 305, Boone Courty	ds. n. 3 T 48 D 12 se decreibed by Compassion General	Warrarry Deed recorded in Book 447, Page 856 being Lot 1 of the Plat of Tract 52 of Lakewood Villa as shown on Plat recorded in Plat Book 11, Page 314, Boone County Recorded.	Section 3, T.48, R.12, as described by General Warrarry Deed rescribed in Book 1921, Page 964, being Lot 1 of the Plat of Tract 51 of Lakewood Villa as shown on Plat resorated in Plat Book 11, Page 305, Boone County Records.	Section 3, T.48, R.12, as described by General Warrarty Deed recorded in Book 2589, Page 193, being Lot 1 of the pain of Tract & Cel Lakewood Vills as shown on Plat recorded in Plat Book 12, Page 8, Boone Courty Records.	Section 3, T 48, R 12, as described by Trustee's Deed corrorded in Book 2082, Page 882, being Lot 2 of the Plat of Tract 54 of Lakewood Vika as shown on Plat recorded in Plat Book 12, Page 8, Boone Courty Records.	Section 3, T 49, R 12, as described by General Warrarty Deed recorded in Book 1317, Page 1, being Lot 1 of the Plat of Tract 56 of Lakewood Villa as shown on Plat recorded in Plat Book 12, Page 80, Boone County Records.	Section 3, T. 49, R. 12, as described by General Warrarty Deed recorded in Book 1733, Page 188, being Lot 2 of the tage of Tract 56 of Lakewood Wise as shown on Plat recorded in Plat Book 12, Page 80, Boone County Records.	Section 3, T 48, R 12, as described by General Warrarty Deed recorded in Book 2559, Page 129, being Lot 1 of the Valley Creek Subdivision, as shown by Plat recorded in Plat Book 28, Page 57, Boone County Records. (1708 Vail Ct.)	Section 3, T.48, R.12, as described by General Warranty Deed recorded in Book 2556, Page 129, being Lot 1 of the Valley Creek Subdivision, as shown by Plate recorded in Plat Book 29, Pane 57, Ronne County Records (1708 V	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2320, Page 4, being Lot 2 of the Valley Creek Subdivision, as shown by Plair recorded in Plat 1400 Valley Creek Subdivision, as shown by Plair recorded in Plat 14705 Vall C 15, Boone Courty Records.	ededing 3, 4 kg. 12, as described by General Warrardy Deed recorded in Book 2320, Page 4, being Lot 2 of the Valley Creek Subdivision, as shown by Plat recorded in Plat 1800 kg. 29, Page 57, Boone Courfy Records.	Section 3.1 44. Rt 12. as described by General Warrarry Deed recorded in Book 158, Page 460, being Lot 3 of the Valley Creak Subdivision, as shown by Plat recorded in Plat Book 32. Page 57, Boone Courty Records.	tion 3, T 46, R 12, as described by General Werrarrly of recorded in Book 1698, Page 480, being L 43 of the yor Created in Book 1698, page 480, being L 3 of the yor Creek Subdivision, as shown by Pair recorded in Plat K 28, Page 57, Boone Courty Records.  S Plankhurst Ln.)	Section 3, T 48, R 12, as described by General Warranly Deed recorded in Book 1589, Page 480, being Lot 4 of the Valley Creek Saddwiston, as shown by Plat recorded in Plat Book 28, Page 57, Bonne Courty Records.	Section 3, 14 R 12, as described by General Warrarry Dead recorded in Book 1568, Page 460, being Lot 4 of the Valley Creek Subdividion, as shown by Plat recorded in Plat Book 28, Page 57, Boone Courty Records.	Section 3, T 48, R 12, as described by Trustee's Deed Irecorded in Book 2584, Page 31, being Lot 5 of the Valley Creek Subdriston, as strown by Pat recorded in Plat Book 28, Page 57, Boone County Records.
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# LAKEWOOD ESTATES NEIGHBI

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LEGAL DESCRIPTION	Section 3.1 Natives as Deed recorded in Book 254, Page 31 being Lot 5 of the Valley Creek Subdivision, as shown by Plat recorded in Plat Book 256, Page 51, Boone Courty Records.  26, Page 57, Boone Courty Records.				
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LNAME	FEREN - TRUSTEE				
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#### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI **County of Boone** 

April Session of the April Adjourned

Term. 20

In the County Commission of said county, on the

16<sup>th</sup>

day of April

09 20

09

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

Now on this day the County Commission of the County of Boone does hereby approve the agreement with Maximus Consulting Services, Inc. for the Cost Allocation Plan for the Auditor's Office. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 16<sup>th</sup> day of April, 2009.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

District I Commissioner

District II Commissioner

### AGREEMENT FOR COST ALLOCATION PLAN CONSULTING SERVICES

**IN CONSIDERATION** of the parties performance of the respective obligations contained herein, the parties agree as follows:

- 1. Contract Documents This agreement shall consist of this Agreement for Cost Allocation Plan Consulting Services, the Insurance and Indemnity Clauses Contract with Boone County, Missouri, Letter dated February 10, 2009 executed by Kurt Sames, Manager, on behalf of the Contractor, the Agreement to Provide Professional Consulting Services and all attached Exhibits. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in this Agreement and the Insurance and Indemnity Clauses Contract with Boone County, Missouri, shall prevail and control over the Letter, Agreement to Provide Professional Consulting Services and attached exhibits. In addition, the following portions of the Contractor's Agreement, are specifically NOT part of this Contract and are to be considered deleted or modified as set forth below:
  - a). The one (1) year limitation period set out in paragraph ten (10) is deleted.
  - b). Paragraph ten (10) relating to Limitation of Liability is amended to include the following phrase as the first sentence: "Except as to extent of the required insurance coverages set out herein ..."
- 2. *Purchase* The County agrees to purchase from the Contractor and the Contractor agrees to furnish Professional Consulting Services to the County, as described herein. Costs for for said services for year ended December 31, 2009 shall be Seven Thousand Five Hundred Dollars (\$7,500.00).
- 3. *Contract Duration* This agreement shall commence upon execution and shall continue until completed, which shall be prior to June 30, 2009, with time being of the essence.
- 4. *Billing and Payment* All billing shall be invoiced to the Boone County Auditor for services described in the proposal specifications upon completion of the work. The County agrees to pay all invoices within thirty days of receipt of a correct and valid invoice. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

- 5. **Binding Effect** This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 6. **Entire Agreement** This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other proposal or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 7. **Termination** This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if key personnel providing services are changed such that in the opinion of the Boone County commission delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specifications, or if services are deficient in quality in the sole judgment of County, or
- c. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

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

MAXIMUS Consulting Services, Inc.  By:   Title:   DIRECTOR COUTRACTS	By: Boone County Commission
APPROVED AS TO FORM:  CJ Dykhouse, County Counselor	ATTEST:  Wendy S. Noren, County Clerk

#### AUDITOR CERTIFICATION

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

Signature Pitchford by Kf 4/10/2009 1190-71101 \$7500.00

Appropriation Account

### INSURANCE AND INDEMNITY CLAUSES – CONTRACT WITH BOONE COUNTY, MISSOURI

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance-** The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

**COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined

single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

**Proof of Carriage of Insurance -** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

**INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

#### WORK AUTHORIZATION CERTIFICATION PURSUANT TO 285.530 RSMo (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of Booke )
State of _ Missosi )ss )
My name is <u>Daniel Hieth</u> . I am an authorized agent of <u>MALMOS</u> Consulting Services, Lic.  (Contractor). This business is enrolled and participates in a federal work authorization
program for all employees working in connection with services provided to the County. This business does not
knowingly employ any person that is an unauthorized alien in connection with the services being provided.
Documentation of participation in a federal work authorization program is attached hereto.
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts
that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit
under penalty of perjury that all employees are lawfully present in the United States.  Affiant  Date  Printed Name
Subscribed and sworn to before me this 301 day of April , 2007.    Patrix A   Patrix A   Notary Public
PATRICE A. STINSON Notary Public Commonwealth of Virginia 7199377



February 10, 2009

Ms. Melinda Bobbitt Boone County Purchasing Boone County Government Center 601 East Walnut Street, Room 208 Columbia, Missouri 65201

Dear Ms. Bobbitt:

As you know, we have assisted Boone County in preparing a countywide Cost Allocation Plan (CAP) for many years. The CAP documents the allocation of the County overhead (indirect) costs to all the operating departments. Using this Plan as support, we also prepare the indirect rate proposal for the Child Support Enforcement (CSE) Programs. The material is prepared in a format that is consistent with Federal guidelines, and is acceptable for submission to the State of Missouri for their review and approval. After State approval, the County is permitted to claim indirect costs related to the CSE programs. For example, we identified approximately \$63,000 of eligible and reimbursable indirect costs for the child support programs, based on fiscal year 2007 actual costs. In the past Boone County has also used the Cost Plan for other purposes that help generate revenue to the general fund, including the use of an overhead rate for selected Public Works projects.

It is time to begin preparation of the FY 2008 (actual) cost allocation plan. I assume that the County may want to extend the contract with MAXIMUS Consulting Services, Inc. for one more year. Therefore I have taken the liberty of preparing a contract to specify the terms and conditions of the proposed agreement. I have attached a description of the proposed scope of services to this letter, both of which are incorporated by reference in the contract. I am proposing an all-inclusive contract fee of \$7,500 for this work.

MAXMUS Consulting Services, Inc. has extensive experience in working with state and local governments and we specialize in preparation of central services cost allocation plans. In fact we are the leading preparer of indirect cost allocation plans nationwide, and prepare over 1,200 cost plans annually. In Missouri, we work with most of the major counties and also the City of St. Louis each year. In addition to Boone, our regular local government clients in Missouri include the counties of Buchanan, Clay, Cole, Jackson, Jefferson, St. Charles, and St. Louis, and also the City of St Louis.

Please return one copy of the fully executed and signed agreement for our files. Of course you can call me if you have any questions.

Very truly yours,

MAXIMUS Consulting Services, Inc.

Kurt K. Sames Manager

#### AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is entered into this	day of,	, by
and between MAXIMUS Consulting Services,		
MAXIMUS, Inc. (hereinafter "Consultant"), and	d Boone County (here	inafter
"Client"). The parties hereto, in consideration	of mutual promises a	nd covenants
agree as follows:	·	

- (1) <u>Scope of Services</u>. Consultant shall perform in a professional manner the services as detailed in Consultant's proposal dated February 3, 2009, incorporated herein by reference as if fully set forth as part of this Agreement.
- (2) <u>Term.</u> This Agreement shall be in full force and effect for the term as stated in Consultant's proposal, page 8.
- (3) <u>Compensation</u>. Client shall pay Consultant a fee for services rendered as set forth in Consultants proposal, page 10, incorporated herein by reference as if fully set forth as part of this Agreement.
- (4) <u>Termination</u>. Upon Consultant's material breach, Client may terminate this Agreement upon thirty (30) days prior written notice to Consultant wherein Client shall specify the nature of the default and the effective termination date. Upon such notice, Consultant shall be entitled to the opportunity to cure any such default prior to the effective date of termination.

Client may terminate this Agreement for any reason upon sixty (60) days prior written notice to Consultant. Client shall reimburse Consultant for all reasonable costs incurred by Consultant due to such early termination.

Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all goods and/or services provided to, and accepted by, Client under this Agreement, or any amendment thereto, as of the effective date of the Agreement. In no event shall the making of any payment to Consultant constitute or be construed as a waiver by Client or shall in no way impair or prejudice any right or remedy available to Client.

- (5) <u>Services and Materials to be Furnished by Client</u>. Consultant shall provide guidance to Client in determining the data required. Consultant shall assume without incurring liability therefore that all data so provided is correct and complete. Consultant shall make its best effort to complete the project on a timely basis. Consultant shall not be liable for work that cannot be completed as a result of inadequate data, or data that is provided in an untimely manner.
- (6) Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for six (6) years

after the completion of the Services. During such period, Client shall have the right to examine and audit the records and to make transcripts therefrom. Client shall provide thirty (30) days written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant's normal business hours. Any Client's employee, consultant, subcontractor or agent who may have access to such records shall execute a non-disclosure agreement prior to being granted such access.

- (7) <u>Copyright for Consultant's Proprietary Software</u>. Client acknowledges that the service and/or deliverables provided by Consultant are generated by Consultant's proprietary software. Nothing contained herein is intended nor shall it be construed to require Consultant to provide such software to Client. Client agrees that all ownership, including copyright, patents or other intellectual property rights to the software, lie with Consultant. Nothing herein shall be construed to entitle Client to any pre-existing Contractor materials.
- (8) <u>Insurance</u>. Consultant shall maintain appropriate general liability insurance, workers' compensation insurance, automobile insurance, and professional liability insurance.
- (9) Indemnification. Consultant shall defend, indemnify and hold harmless Client from and against damages, liability and costs (including reasonable attorney fees) directly caused by the negligent actions or willful misconduct of Consultant, its employees or agents. Consultant shall not be responsible for any damages or liability resulting from the negligence or willful misconduct of Client, its employees, consultants, or agents or any third party.
- (10) <u>Limitation of Liability</u>. Client agrees that Consultant's total liability to Client for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to contract liability or Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed \$150,0000.

In no event shall Consultant be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Consultant has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within one (1) year after the date on which Consultant completes performance of the services specified in this Agreement.

- (11) <u>Consultant Liability if Audited</u>. Consultant will assume all financial and statistical information provided to Consultant by Client employees or representatives is accurate and complete. Any subsequent disallowance of funds paid to Client under the claim(s) for whatever reason is the sole responsibility of Client. Consultant shall, upon notice of audit, make work papers and other records available to the State auditors.
- (12) <u>Notices</u>. Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Melinda Bobbitt

Director of Purchasing, Boone County Missouri

601 E. Walnut, Room 208 Columbia, Missouri 65201 Phone: 573-886-4391

Fax: 573-886-4390

Email: purchasing@boonecountymo.org

Kurt K. Sames

MAXIMUS Consulting Services, Inc. 1 West Old State Capitol Plaza, Suite 502

Springfield, IL 62701 Phone: 217-789-0041 Fax: 217-789-6342

Email: kurtsames@maximus.com

Such notice shall be deemed delivered five (5) days after deposit in the U.S. mailbox.

(13) <u>Changes</u>. The terms of this Agreement may be changed via a mutually executed written instrument.

#### (14) Miscellaneous.

- Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.
- b. The parties intend that Consultant, in performing the services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and Consultant's employees are not to be considered agents or employees of Client for any purpose
- c. Should any part, term, portion, section or provision of this Agreement be decided finally to be in conflict with law or otherwise be unenforceable or ineffectual, the remaining parts, terms, portions, sections or provisions shall be deemed severable and shall remain in full force and effect.

- d. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
- e. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- f. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.
- g. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.

IN WITNESS WHEREOF, the Client and the Consultant have executed this Agreement as of the date first written below.

Ву:
(Client Official)
Fitle:
ATTEST:
Date:
MAXIMUS Consulting Services, Inc.
y: Vace Oce
Date: March 12, 2009

### EXHIBIT A Term and Scope of Services

See attached proposal, Proposed Work Plan and Proposed Timeline, Pages 6-8.

### EXHIBIT B Compensation

See attached proposal, Pricing, Page 10.



As the dominant cost allocation partner with state and local governments, MAXIMUS has a strong presence in nearly all states. MAXIMUS Consulting Services Background and Service Offerings

The proposed services are to be managed and provided by experienced staff assigned from MAXIMUS Consulting Services Inc, a wholly owned subsidiary of MAXIMUS. We grow and promote our cost allocation practice to provide value-added costing services for our clients. As the dominant cost allocation partner with state and local governments, MAXIMUS has a strong presence in nearly all states.

The MAXIMUS organization aligns with service offerings under our five major business lines. The first of these is the Consulting Segment, which provides program, financial, management, and systems analysis and support services to state and local governments. Drawing heavily on program expertise often gained inside of government, MAXIMUS consultants assist states to design, procure, and implement health and human service programs; comply with Federal and state requirements; provide data analysis and program evaluation; design, procure, prevent and detect fraud and abuse; provide technical assistance and quality assurance services; ro-engineer business processes; and implement critical cost containment efforts.

Our strength lies in our professional staff and our breadth of experience across business lines. The strength of our corporate infrastructure is in our professional staff and the depth of experience they bring in governmental policy and operations.

MAXIMUS uses this breadth of experience across our business lines. As projects require, staff resources are drawn from multiple divisions to provide our clients with the most qualified professionals to meet their needs.

MAXIMUS is incorporated in and headquartered at 11419 Sunset Hills Road, Reston, Virginia 20190. The company maintains more than 240 other corporate and project offices across the United States, Australia, Israel, and Canada. The Missouri County cost allocation projects will be managed and conducted by staff from our office in Springfield, Illinois.

#### MAXIMUS Missouri cost allocation experience

MAXIMUS has a history of success working with the Missouri governments including State, County and City governments. We have assisted these clients on numerous Cost Allocation projects and various health and human services projects. Missouri County Cost Allocation Plans require formal review and approval by the State Department of Social Services (DSS). Our priority is to gain successful approval of the proposed indirect costs. In this role, we actively manage the process of negotiation with the State of Missouri.

Selected highlights of our Missouri government services include:

We have been a long term partner with many Missouri County governments in providing cost allocation services. Since the early 1980's MAXIMUS (or our predecessor DMG) has been engaged to prepare literally hundreds of annual cost allocation plans and indirect rates for these clients. This is because we have established a long term, trusting relationship with our County clients. These clients know that they can expect expertise in cost allocation, consistent follow-through, and action on any potential State approval issues. We have never failed to obtain State of Missouri approval

Many of our Missouri County clients have chosen MAXIMUS for their annual cost allocation services since the 1980's. Our recent Missouri

Boone, St. Charles,

Counties.

County cilents include St. Louis, Clay, Buchanan,

Jackson, Jefferson, Cole,

Buchanan, and Phelps



for an indirect rate submitted for approval. Our Missouri County clients appreciate the fact that we are familiar with their organization, accounting, and any special cost allocation issues.

- We are recognized by the State of Missouri Department of Social Services as experts in cost allocation and issues related to reimbursement of Child Support Enforcement (Title IVD) funding issues. Many of our prior years' Plans have been reviewed by the Missouri Department of Social Services' (DSS) Internal Auditors. The work was accepted without any material exceptions. We believe that the MAXIMUS format for cost allocation and rate proposals has been considered as the "standard" by the State of Missouri.
- Our recent Missouri County clients include St. Louis County, Jackson County, Clay County, Buchanan County, Boone County, St. Charles County, Jefferson County, Cole County, and Phelps County. Most of these counties have been annual clients for a very long term. We have never lost a competitively bid cost allocation project with any of our Missouri Counties.
- MAXIMUS has also provided similar cost allocation services to major Missouri city governments. We have a long term contractual relationship with the City of St. Louis (for 25 years), and have completed a citywide cost allocation plan to the City of Kansas City, Missouri.
- We encourage you to reach out to these clients to learn of their satisfaction with our services.

St. Louis Co: Don Rode, CFO (314) 615-5062 Clay Co: Alexa Barton, County Administrator (816) 407-3620 Buchanan Co: Kim Hartman, Purchasing Director (816) 271-1503 Jackson Co: Melissa Mauer-Smith, Family Support Director (816-881-3488)

St. Charles Co: Debbie Salvo. CFO (636) 949-7900, ext 3866

Jefferson Co: Tamela Sides, CSE Dept Director (636) 797-5332

Cole Co: Debbie Malzner, Finance Director (573-634-9109)

Phelps Co: Carol Green, County Treasurer (573)458-6130

City of St Louis: Beverly Fitzsimmons, Assist Comptroller (314) 589-6035

City of Kansas City (MO): Troy Schulte, Budget Director (816) 513-1331

#### MAXIMUS project staff qualifications

We will assign only project personnel who have direct, similar experience in preparing cost allocation plans and indirect cost rates, specifically for Missouri government entities. Generally we are able to assign the same experienced consultant to your project that has managed your project year after year, On-site responsibility will be assigned to one or more of the following MAXMUS employees:

- Kurt Sames, Manager
- Lucas Williamson (Consultant)

This staff is assigned to the MAXIMUS Springfield, Illinois office. Mr. Sames and Mr. Williamson have been directly involved in many cost allocation projects

Our Missouri cost allocation project personnel have more than 40 years of combined experience working on similar Missouri governmental cost

ND EXPERIENCE

PAGE 2



for Missouri governments. Many of these clients have been our clients for at least 15 years. Together, our Missouri cost allocation project personnel have more than 20 years of experience in preparing cost allocation plans for Missouri clients. Their understanding means that they will not have to waste time getting started. Their familiarity will also ensure that the project is completed on time, using tested allocation methods, documented thoroughly, and that the deliverable will be completed in a format that has been widely accepted by the Missouri Department of Social Services.

In summary, MAXIMUS has an unquestioned ability to perform these cost allocation services for Missouri Counties. We make this statement because:

- MAXIMUS Knows Missouri Counties and the State of Missouri:
   MAXIMUS is committed to the needs and objectives of County. We have
   successfully partnered numerous Missouri Counties on prior Cost Allocation
   and Indirect Rate engagements, and we bring insight and knowledge of the
   opportunities and challenges.
- MAXIMUS Remains the Cost Allocation Vendor of Choice: MAXIMUS has assisted numerous states and counties with their cost allocation and indirect rate needs and supporting of streamlining administrative functions.
- MAXIMUS Offers a Depth of Cost Allocation Expertise: MAXIMUS has earned its reputation as the premier government cost allocation consulting company in the nation. Specifically our Springfield based project team has over 20 years of direct experience in the state of Missouri. If necessary, this experience can be augmented by our dozens of additional qualified staff. These resources ensure the successful completion of this effort, on time and within budget.
- MAXIMUS is Financially Sound: MAXIMUS has established a history of financial strength suitable for supporting this project.



#### INTRODUCTION

Missouri Counties frequently need consulting assistance in preparing an acceptable Cost Allocation Plan (CAP) and, as necessary, indirect cost rates. A CAP distributes the cost of central service (overhead) departments. Central services are those administrative units that mainly provide services to other governmental departments and not to the general public. The term "cost allocation plan" has its origin in a Federal regulation, known as OMB Circular A-87. Several decades ago, the Federal government agreed to reimburse state and local agencies for certain overhead costs if they documented those costs using this set of rules. In addition to a cost allocation plan, indirect cost rates are normally required for grants that may reimburse indirect costs. The indirect cost rates are based on the results of the annual cost allocation plan.

#### Uses of Cost Allocation Plans

A Cost Allocation plan (CAP) may be prepared for a number of reasons. Principally, these include:

- Claiming indirect costs associated with federal or state grant programs that permit indirect cost reimbursement.
- Charging enterprise or special revenue funds for services provided by the general fund.
- Determining the full costs of departments providing user fee related services to the public.
- Obtaining management information related to how the agency carries out its programs.

As the above indicates, most agencies prepare a CAP to recover general fund dollars. This has become increasingly important in view of the limitations on taxes and the general need for additional local revenues. However, in the process of preparing a CAP, considerable valuable management information is also developed. In an effort to manage programs better, more local government agencies are utilizing this information.

#### Indirect and Direct Departments

Indirect departments and activities and costs defined are those that provide services that benefit multiple direct objectives, but are not readily assignable. Accounting Services or Human Resource Department services are examples. Direct departments are the "receivers" of the allocated costs. A listing of the Indirect and the Direct Departments is shown on "Summary Schedule A" of the cost allocation plan. This listing provides the structure and allocation sequence that was used in the Plan. Departments with multiple departmental accounting codes have generally been combined into one indirect or direct department.

in the process of preparing a CAP, considerable valuable management information is also developed. In an effort to manage programs better, more local government agencies are utilizing this information.



#### Local government Cost Allocation - General Methodology

If needed, local government cost allocation plans must be prepared in accordance with the policies and procedures contained in OMB Circular A-87. This federal publication provides guidance and cost principles for state and local governments, especially for "reimbursement type" federal grants. A consistent approach must be followed in the treatment of direct or indirect costs; in no case should costs charged as direct costs to programs been included as indirect costs. The Circular discusses the methods for determining indirect cost and the methods for cost allocation. Actual expenditures information must be obtained from the financial statements. Statistics used to allocate costs are also taken from actual data for a specific fiscal year. MAXIMUS methodology for preparing cost allocation plans is consistent with the Federal requirements and guidelines. Our Missouri County clients can be assured that the CAP we prepare will be compliant and approvable.

#### Child Support Enforcement (Title IVD) Programs and Other State/Federal Grants

A primary reason for preparing a cost allocation plan for Missouri Counties often relates to the Child Support Enforcement programs. The additional money that the County receives from the State of Missouri for the Child Support Enforcement programs alone easily justifies the cost and effort for the cost allocation plan. These State administered programs are funded by combination of Federal and state funds under the Title IVD Child Support Enforcement program. The IVD grant will reimburse local governments for indirect costs in addition to direct programs costs. But this reimbursement is allowable only if a properly prepared Cost Allocation Plan is submitted for review and approval.

Other grants may provide for indirect cost reimbursement, but we believe that these opportunities are rather limited. As requested, we will work with the County to identify other grants currently awarded to the County, and with the County's assistance, determine if indirect cost recovery is possible. The value of this extra revenue is difficult to predict, depending on the number and nature of the grants you receive.

#### SCOPE OF SERVICES

The County desires a central services indirect cost allocation plan (CAP) and a Child Support Enforcement program indirect cost rate proposal based on FY 2008 actual cost. The cost allocation plan will distribute central services general fund costs to other County Departments and funds. Importantly, this CAP will document the full overhead cost associated with administration of the County's Child Support Enforcement. The CAP will provide cost data necessary to complete the next step, which is an indirect cost rate proposal for the Prosecuting

The additional money that the County receives from the State of Missouri for the Child Support Enforcement programs easily justifies the cost and effort for the Cost Allocation Plan



Attorney and Circuit Clerk's Title IVD (Child Support Enforcement) programs. Using the CAP, we will prepare the indirect rates as necessary and requested. The final cost allocation plan and indirect rate proposal will submitted to the County in a format ready for submission to the State for review of the rates We will support the County during this review process by answering questions and making changes as necessary.

#### PROPOSED WORK PLAN

MAXIMUS will perform and carry out in a good and professional manner the following services:

#### Central Services Cost Allocation Plan (CAP)

The first phase involves development of central services cost allocation plan that identifies the general fund indirect costs incurred by the County to support and administer direct County departments. The Plan will contain a determination of the allowable costs of providing each support service such as County administration and purchasing, facility management and utilities, data information services, disbursement processing, mail delivery, etc. The Plan will be based on actual costs for the year ended December 31, 2008. The steps involved in completion of the Plan include, but are not limited to, the tasks as described below:

- Task I: Determine available financial information. This task involves identifying the sources of financial information to be used. At a minimum, the annual year-end expenditure reports for the affected central services departments, a County organization chart and chart of accounts are required. Additional financial reports and payroll summary reports issued by the County will be used if available and as necessary. Centrally budgeted indirect costs for county and employee insurance and other centrally paid general costs will be reviewed for possible inclusion in the central services cost allocation plan. Building use charges and appropriate equipment use charges will be calculated in accordance with federal (OMB Circular A-87) requirements and included in the pool of costs to be allocated.
- Task 2: <u>Classify all Department units and other costs</u>. After reviewing the latest organizational charts, all cost centers/organizational units are reviewed to insure their proper classification as direct or indirect. This task is required to insure that only allowable activities are allocated and that all units or programs are properly recognized in the allocation procedures.
- Task 3: <u>Document administrative departments, functions and costs.</u> The task focuses on identifying those units with responsibility for providing services to other units within the Department. These are typically performing such services as accounting, auditing, personnel and purchasing, information systems support, etc. We will determine the best means for identifying the cost of central service activities and costs. Building use charges will be allocated based on actual square footage occupied.



Equipment use charges will be based on the actual inventory balances by department.

- Task 4: Prepare cost allocation schedules. For all administrative indirect units, a schedule will be prepared showing the expenditures of the central indirect departments during the 2008 fiscal year. Any disallowed expenditures under OMB Circular A-87 guidelines are eliminated, and equipment use charges are added. The resulting amounts are allowable indirect costs benefiting units and programs. A summary schedule will be prepared that identifies a matrix of indirect costs allocated to all direct County departments.
- Task 5: Review of the completed cost allocation plan. As requested and necessary, we will review the cost allocation plan with the representatives of the County.

#### Indirect Cost Rate Proposal for the Child Support Enforcement Programs, and other Rates if requested

The second phase involves preparation of the Indirect Cost Rate Proposal and submission of material for State review. We will finalize cost indirect rate proposal for presentation to the County and to the State of Missouri Department of Social Services (DSS), Office of Child Support Enforcement (CSE). The Proposal will be finalized in the format required for presentation to the State.

The required documents for the Family Support Program indirect rates include:

- Required A-87 Certification
- Description of services provided and method of allocation
- Summary of directly claimed CSE costs in the Office of the Prosecuting Attorney and the Circuit Clerk CSE component.
- Summary of indirect costs for each of the two offices (from the cost allocation plan)
- Summary of the direct wage "base" in the Prosecuting Attorney's office used in the calculation of the indirect rate.
- Proposed indirect rate for the Prosecuting Attorney's CSE Program. The rate will be proposed as a final rate for FY 2008 and a provisional rate for periods after FY 2008.
- Calculation of the final allocated indirect amount specifically for the Circuit Clerk CSE program. Unlike the PA program, the Circuit Court reimbursement methodology does not actually use an indirect rate.

#### Review and Negotiation of Plan and Proposal

MAXIMUS is prepared to negotiate the indirect cost rate proposal with the State Office of Child Support Enforcement. We will assist the County in all aspects of the negotiation process and respond to questions and requests for additional information from the State. During this process we will keep you informed and seek to secure the fairest possible agreement. We will provide assistance in monitoring claims to the State for recovery of funds due the County.



#### PROPOSED TIMELINE

MAXIMUS will make every reasonable effort to meet the required timetrame, and we will devote our project staff to that end. The State imposed deadline for submission of an indirect rate proposal for the Child Support Enforcement program is June 30. MAXIMUS will make every reasonable effort to meet the required timeframe, and we will devote our project staff to this end.

We are prepared to begin the fieldwork within 60 days after notification to proceed, subject to a mutually agreeable date. The work generally requires 3-5 weeks to complete. Our schedule assumes that the County will fulfill commitments under this schedule. We will keep the appropriate County oversight staff informed on the progress and of any delays or obstacles in obtaining necessary information. If there are no material delays in obtaining requested information, we anticipate the Cost Plan and Child Support Enforcement program rates will be completed at least by June 15, 2009. The schedule assumes the availability and quality of the cost allocation information we request. This is rarely a problem, but we need your cooperation. Completion of the processing phase, review of the draft CAP, and preparation of any indirect cost rates may require an additional week after the review of the draft CAP.

The final Cost Plan and proposed rates will be made available to the County for submission to the State of Missouri by the June 30, 2009 deadline.

#### ROLES AND RESPONSIBILITIES OF COUNTY STAFF

MAXIMUS is committed to ensuring the successful and timely completion of this important project. To that end, we believe that the participation of County staff will help to ensure that the final product meets the County expectations, and that the project is completed on time. For example, we expect that the County will provide the important cost and allocation data and will ensure that the information provided is accurate that that we can rely upon them in preparing the Plan and rates.

In addition, the County will be asked to provide data such as a County chart of expenditure accounts, staff and salary information, and actual FY 2008 expenditures by account. We may request some additional expenditure detail for certain accounts, and descriptions of certain account activity. We will request allocation information necessary to assist in the cost allocation process, For example the allocation data could include staff FTE's by department, and counts of accounting transactions and purchase transactions by account, square footage breakdowns etc. MAXIMUS is prepared to assist the County in gathering this data. As necessary we will assist in completing necessary transaction counts, review of documents or in retrieval of other information. If this is required we will be required to have limited access to County files only for the purpose of accessing the information needed.



The following is our approach to ensure the quality of each deliverable that we produce.

- Providing information needed to complete the project: At the outset, we will prepare an initial list of expected information needs. As necessary, or if requested, we will schedule a review to discuss the initial list of information needs and to agree upon methods and timeframes for gathering the information. This process will help ensure that these tasks are not unnecessarily burdensome to the County personnel then may be required. The process will also help to expedite the process, and ensure that the information is provided at the level of detail consistent with the efficient completion of project and with objectives of the required deliverables. We may also encounter the need for additional information as the project progresses. We will document any such additional needs and schedule a review to discuss with the County as necessary.
- Determining any desired modifications in the deliverable format or content: MAXIMUS has assisted the County in similar cost allocation projects for the past several years. During these engagements we have discussed and agreed upon the final format and content of the project deliverables. However, if during the course of the project either MAXIMUS or the County suggests changes to the format or content of the deliverables, we will review of these changes with the County. We will then document any agreed upon format or content changes made as a result of this review. This process will provide the County with the opportunity to ensure that we understand the objectives of the deliverable, the documentation standards it must meet, and the level of detail it must address.
- Reviewing the draft deliverable prior to completing the final version: We will produce a draft copy of the deliverables, including the CAP and the indirect rates schedules. Then we will provide either an electronic file copy or a paper copy, to the County. The County will be asked to evaluate each deliverable in draft form after being created. These evaluations are to expedite completion of the acceptable deliverable to and ensure that the deliverable is being prepared to the level of detail consistent with the agreed product.
- Revising deliverables as necessary and submit for approval: We will
  make any agreed upon revisions to the deliverable for approval in accordance
  with the project timeline.

Our locus on quality ensures that deliverables produced are of high quanty, are timely, and meet your requirements. This process ensures that the project remains on schedule and on track. The process is designed to avoid errors, omissions, or faulty documents. Our focus on quality ensures that deliverables produced are of high quality, are timely, and meet your requirements.



### Pricing

MAXIMUS, Inc., appreciates the opportunity to submit this price proposal to assist Boone County with the preparation of a countywide cost allocation plan as described in the Scope of Services section of this proposal.

This pricing is based on our understanding of your desired scope of work and the work plan which we have prepared in response. We would welcome the opportunity to meet with you to discuss both the project scope and budget to make certain that we have properly aligned your work expectations and the budget we have prepared. Throughout our technical proposal, we have established various expectations regarding specific tasks. The proposed budget is based on the assumption of those expectations; should it be necessary to adjust those, then we would need to discuss comparable budget adjustments with you.

Our practice is generally to use fixed fee agreements when the scope of work is predictable. The effort required to complete the project as described in the Scope of Services section is fairly predictable, based on our experience with Boone County and similar Missouri County clients. We are proposing a fixed, all-inclusive fee for these services. The fee will include all professional staff effort, and is inclusive of travel cost, the cost of clerical effort, and all other miscellaneous project expenses.

We will invoice the County the full amount upon completion of the cost allocation plan, indirect cost rates and submission of the material to the State of Missouri, Office of Child Support Enforcement.

#### Proposed Fee

 For completion of the Cost Allocation Plan and Indirect Rates based on County fiscal year 2008 actual costs. We propose a fixed, all inclusive fee of \$7,500 for completion of the tasks outlined in the Proposed Approach and Work plan.

PRICING PAGE 10

Client Company ID Number: 109388 Company ID Number: 21796

# MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION, EMPLOYER, AND DESIGNATED AGENT REGARDING E-VERIFY

### <u>ARTICLE I</u>

### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the terms by which the Social Security Administration (SSA), and the Department of Homeland Security, U.S. Citizenship and Immigration Service (DHS-USCIS) will provide information through E-Verify on behalf of MAXIMUS, INC (Employer) in order to confirm the employment eligibility of all newly hired employees of MAXIMUS, INC (Employer) following completion of the Employment Eligibility Verification Form (Form I-9).

Authority for E-Verify is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009

### **ARTICLE II**

#### FUNCTIONS TO BE PERFORMED

### A. RESPONSIBILITIES OF THE SSA

- Upon completion of the Form I-9 by the employee and the Employer, and provided
  the Employer complies with the requirements of this MOU, SSA agrees to provide
  the Designated Agent on behalf of the Employer with available information that will
  allow the Employer to confirm the accuracy of Social Security Numbers provided by
  all newly hired employees and the employment authorization of some newly hired
  employees.
- The SSA agrees to provide to the Designated Agent appropriate assistance with
  operational problems that may arise during the Employer's participation in E-Verify.
  The SSA agrees to provide the Designated Agent with names, titles, addresses, and
  telephone numbers of SSA representatives to be contacted during participation in EVerify.
- 3. The SSA agrees to safeguard the information provided by the Employer through E-Verify procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the confirmation of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

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Revised: July 18, 2007

Client Company ID Number: 109388 Company ID Number: 21796

# MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION, EMPLOYER, AND DESIGNATED AGENT REGARDING E-VERIFY

INFORMATION REQUIRED FOR THE E-VERIFY DESIGNATED AGENT PROGRAM			
Information relating to Employer's Company:			
Company Name:	MAXIMUS, INC		
Company Facility Address:	RESTON, VA 20190		
County or Parish:	FAIRFAX		
Employer Identification Number:	541000588		
North American Industry Classification Systems Code:	541		
Parent Company:	MAXIMUS, INC		
Number of Employees:	5,000 to 9,999		

#### DATE (MM/DD/YY) ACORD. CERTIFICATE OF LIABILITY INSURANCE 04/22/09 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR PRODUCER MARSH USA INC. SUITE 400 1255 23RD STREET, N.W. ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. WASHINGTON, DC 20037 **COMPANIES AFFORDING COVERAGE** Attn: SHARON HENNING - T-202-263-7600 COMPANY 500625--GAUW-08-09 Α Hartford Fire Insurance Co. INSURED COMPANY MAXIMUS, INC. AND ALL SUBSIDIARIES 11419 SUNSET HILLS ROAD В Twin City Fire Insurance Co COMPANY RESTON, VA 20190 C Hartford Casualty Ins Co COMPANY D Hartford Insurance Company Of Midw COVERAGES This certificate supersedes and replaces any previously issued certificate. THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFFECTIVE POLICY EXPIRATION TYPE OF INSURANCE POLICY NUMBER LIMITS ITR DATE (MM/DD/YY) DATE (MM/DD/YY) **GENERAL LIABILITY** \$ 2,000,000 GENERAL AGGREGATE COMMERCIAL GENERALLIABILITY 10 UEN TE5891 05/01/08 05/01/09 Х Α \$ 2,000,000 PRODUCTS - COMP/OP AGG CLAIMS MADE X OCCUR \$ 1,000,000 PERSONAL & ADV INJURY OWNER'S & CONTRACTOR'S PROT \$ 1,000,000 EACH OCCURRENCE 300,000 \$ FIRE DAMAGE (Any one fire) \$ 10,000 MED EXP (Any oneperson) AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT \$ 1,000,000 Х 10 UUN TE6206 Α 05/01/08 05/01/09 ANY AUTO ALL OWNED AUTOS **BODILY INJURY** \$ (Per person) SCHEDULED AUTOS HIRED AUTOS **BODILY INJURY** \$ (Per accident) NON-OWNED AUTOS PROPERTY DAMAGE \$ GARAGE LIABILITY AUTO ONLY - EA ACCIDENT \$ ANY AUTO OTHER THAN AUTOONLY: EACH ACCIDENT \$ \$ AGGREGATE EXCESS LIABILITY \$ 1,000,000 EACH OCCURRENCE C Х 10 RHU TE5713 05/01/08 \$ 1,000,000 05/01/09 LIMBRELLA FORM AGGREGATE \$ OTHER THAN UMBRELLA FORM WORKERS COMPENSATION AND X TORY LIMITS EMPLOYERS' LIABILITY 42WBRMG3741 (WI) 05/01/09 1,000,000 В 05/01/08 EACH ACCIDENT THE PROPRIETOR/ PARTNERS/EXECUTIVE 05/01/09 \$ 1,000,000 D 42WNMG3740 (AOS) 05/01/08 INCL DISEASE - POLICY LIMIT 1,000,000 OFFICERS ARE: DISEASE - EACH EMPLOYEE EXCL OTHER DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS BOONE COUNTY MISSOURI IS INCLUDED AS ADDITIONAL INSURED (EXCEPT WORKERS COMPENSATION) WHERE REQUIRED BY WRITTEN CONTRACT AND ALLOWED BY LAW. **CERTIFICATE HOLDER** CANCELLATION CLE-002176671-01 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURANCE COMPANY WILL ENDEAVOR TO MAIL **BOONE COUNTY MISSOURI** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, 601 E. WALNUT, ROOM 208 COLUMBIA, MO 65201 BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE of Marsh USA Inc.

BY: Timothy M. Sasser

**® ACORD CORPORATION 1988** 

ACORD 25-S (1/95)

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20 09

County of Boone

ea.

In the County Commission of said county, on the

 $16^{\text{th}}$ 

day of April

**20** 09

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

Now on this day the County Commission of the County of Boone does hereby award bid 13-16MAR09 – Snow Plow and Spreader to G.M. Supply Company, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 16<sup>th</sup> day of April, 2009.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

## PURCHASE AGREEMENT FOR

## **Snow Plow and Spreader**

THIS AGREEMENT dated the _	16th	day of _	Ancil	2008 is made between
Boone County, Missouri, a political subdiv	ision of t	he State o	of Missouri	through the Boone County
Commission, herein "County" and G.M. St	upply Co	ompany, l	Inc., herein	"Contractor".

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

- 1. Contract Documents This agreement shall consist of this Purchase Agreement for Snow Plow and Spreader, County of Boone Request for Bid, bid number 13-16MAR09, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated March 11, 2009 and executed by William P. Tieder, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this purchasing agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.
- 2. Purchase The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with one (1) new gas powered 8' spreader and one (1) new quick attach 8.5' plow as specified and responded to in the bid specifications. Total cost of contract is Nine Thousand Eight Hundred and Five dollars (\$9,805.00).
- 3. **Delivery** Contractor agrees to deliver the equipment as stated above to the Boone County Sheriff's Department within sixty (60) days after order.
- 4. Billing and Payment All billing shall be invoiced to the Boone County Public Works
  Department. Billings may only include the prices listed in the Contractor's bid response. No additional
  fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges
  in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty
  days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid
  response if county makes payment as provided therein. In the event of a billing dispute, the County
  reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in
  favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts
  withheld commencing from the last date that payment was due.
- 5. Binding Effect This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

Commission Order #	
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- 6. *Entire Agreement* This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 7. **Termination** This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
  - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
  - b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
  - c. If appropriations are not made available and budgeted for any calendar year.

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

G.M. SUPPLY COMPANY, INC.	BOONE COUNTY, MISSOURI
title resulent	by: Boone County Commission  Kenneth M. Pearson, Presiding Commissione
APPROVED AS TO FORM:  Courty Counselor	ATTEST:  Wendy S. Noren, County Clerk

### AUDITOR CERTIFICATION

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

Signature by Date Appropriation Account

## WORK AUTHORIZATION CERTIFICATION PURSUANT TO 285.530 RSMo (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

ounty o	f_Boone	).	
-			)ss
State of	Missouri		)

My name is William P. Tieder I am an authorized agent of G M Supply Co., Inc. (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Affiant I

Printed Name

Subscribed and sworn to before me this // day of March 2009

Notary Public

DAWN T. LOWREY
Notary Public - Notary Seal
STATE OF MISSOURI
County of Boone
My Commission Expires 6/9/2012
Commission # 08572885

### (Please complete and return with Contract)

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, <u>Federal Register</u> (pages 19160-19211).

## (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

William P Tieder, President		
ame and Title of Authorized Representative		
Welly Out	3hn\ ve,	
Signature	Date	



### **Boone County Purchasing**

601 E. Walnut, Room 209 Columbia, MO 65201

Request for Bid (RFB)

Tyson Boldan, Buyer

(573) 886-4392 - Fax: (573) 886-4390 Email: tboldan@boonecountymo.org

Bid Data

Bid Number: 13-16MAR09

Commodity Title: Snow Plow and Spreader

## DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: MONDAY, March 16, 2009

Time: 1:30 P.M. (Bids received after this time will be returned unopened)

Location / Mail Address: Boone County Purchasing Department

**Boone County Johnson Building** 

601 E. Walnut, Room 208

Columbia, MO 65201

Directions:

The Johnson Building is located on the Northeast corner at 6th Street and

Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: MONDAY, March 16, 2009

Time: 1:30 P.M. C.S.T.

Location / Address:

**Boone County Johnson Building Conference Room** 

601 E. Walnut, Room 213 Columbia, MO 65201

### **Bid** Contents

- 1.0: Introduction and General Conditions of Bidding
- 2.0: Primary Specifications
- 3.0: Response Presentation and Review
- 4.0: Response Form

Work Authorization Certification

**Debarment Form** 

Certification of Individual Bidder

Individual Bidder Affidavit

Standard Terms and Conditions

## 1. Introduction and General Conditions of Bidding

1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.

### 1.2. **DEFINITIONS**

1.2.1. County - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

Purchasing - The Purchasing Department, including its Purchasing Director and staff.

Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.

Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.

1.2.2. **Bidder / Contractor / Supplier -** These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

Supplier - All business/s entities which may provide the subject goods and/or services.

- 1.2.3. Bid This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response -** The written, sealed document submitted according to the Bid instructions.
  - 1.3. **BID CLARIFICATION** Questions regarding this Bid should be directed in writing, preferably by fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment -** If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
  - 1.4. AWARD Award will be made to the Bidder/s whose offer/s provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
  - 1.5. **CONTRACT EXECUTION** This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence -** In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
  - 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;

- 3) the provisions of the Bidder's Response.
- 1.7. COMPLIANCE WITH STANDARD TERMS AND CONDITIONS Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

## 2. Primary Specifications

2.1. **ITEMS TO BE PROVIDED** - One (1) new 8 foot stainless steel, gas powered spreader with controls and one (1) new 8.5 foot snow plow with controller and mounting system with manufacturer's standard equipment and features specified below. Installation of above items as described.

## 2.2. MATERAIL SPREADER MINIMUM TECHNICAL SPECIFICATIONS:

- 2.2.1. General: Self-contained utility spreader for mounting on a 2009 model Dodge Ram 3500 4WD. Material being spread shall be capable of being metered for accuracy and economy of spread. Cab controls will be neatly installed within easy reach of the operator. Unit shall be fully installed and tested by vendor. Wiring for the spreader shall be installed as to not impede any other system on the vehicle. Any wires that are run outside the cab shall be protected with a weather/chemical resistant jacket. Any wiring connections shall be made with weatherproof connectors. Fuse links or breakers shall be mounted or secured for easy visibility and maintainability by a mechanic.
- 2.2.2. Spreader Body: Size shall be 8' in length. All continuous welded 304 unpainted stainless steel sides and ends with channel formed top edge. Overall height shall be 31-1/4" and inside width of 54". Body shall have a single lift point on cross channel support. Feed gate shall be 4" x 8" opening, lever operated with side mounted ruler for accurate control of material. Unit shall have a minimum of two (2) side supports per side and long sills with top edge formed down to protect conveyor side chain or auger. Heavy-duty floor with front and rear rollover lips and bottom cross supports. Unit shall be equipped with an inverted vee to reduce load down pressure on conveyor chain and hold-down kit with four (4) chains and binders. Unit shall be equipped with heavy-duty top grate screen a minimum of 3/8" rod x 3/8" with an angle iron frame.
- 2.2.3. Spreader Conveyor: All steel, riveted, 14" wide pintle chain with ¼" x ¾" cross bars spaced on 5" centers. Chain tensile strength shall be a minimum of 11,000 lbs. per strand. Unit shall have a 20:1 high tensile cast iron housing gear case with aluminum bronze gear and hardened ground steel worm drive with a 1"minimum input shaft and 1-1/8" minimum output shaft. Unit shall have self-cleaning 6 tooth cast iron sprockets with special support collars for longer chain and sprocket life. Sprockets shall be keyed to the 1-1/8" drive shaft. A 1"minimum idler shaft shall be counter-bored.
- 2.2.4. Spreader Payload Capacity: Shall be a minimum of 1.7 cu. yd.
- 2.2.5. Spreader Spinner Chute Assembly: Shall be equipped with an extended enclosed spinner cute with two (2) slide rod adjustable internal deflectors. Spinner shall be driven by a minimum of #40 nickel plated chain to drive a ¾" minimum diameter spinner shaft supported by two (2) pillow block bearings. Spinner disc shall be 12" diameter urethane with four (4) molded fins. Shall be equipped with four (4) rod and clip pin adjustable external deflectors for complete control of spread pattern. All hinges shall be stainless steel for extended life. Spreader shall be capable of spreading a width of 4' to 32'.
- 2.2.6. **Spreader Power/Control System:** Shall be equipped with an 11 HP Honda engine with in-cab start/stop, throttle control, conveyor stop/start controls and optional tach/hour meter displays or equal. Spreader controls shall have a weather/chemical proof quick connection on the rear bumper in order to remove the spreader when not needed. In-cab controls shall operate all functions of the spreader. Cable controls are not acceptable.
- 2.2.7. Paint: All non-stainless steel parts shall be painted with a durable, heat cured enamel paint.
- 2.2.8. **Snow Plow:**
- 2.2.9. **General:** All steel utility snowplows for mounting on a 2009 Dodge 3500 Truck. Units shall include full installation; mounting and testing of unit by vendor.
- 2.2.10. **Type / Size:** Unit shall be utility pro-type snowplow with quick attaching / detaching system; 8' 6" with plowing width of 7' 4" minimum, 28" moldboard maximum height formed of 11 gauge steel with a minimum of 7 vertical support ribs, 4 heavy-duty trip springs with shock absorber to soften trip action, cast iron shoes, blade guides with replaceable plow markers,
- .2.11. **Plow Mounting System:** Shall be of the UltraMount System type design for easy attaching / detaching with a rotating pivot bar that allows the drive in points to remain level even when the blade is on uneven terrain. Blade shall be capable of pivoting when plowing. The two (2) receiver

- brackets shall be easily removed for maximum off-season ground clearance.
- 2.2.12 **Plow Control System:** Plow shall operate by an electric over hydraulic control system. Cab controls shall be mounted in an area easily accessible by the operator and be of the joystick style. Control box shall include control of all functions of the plow (right, left, up, down). All wiring shall be weather-proof and neatly installed. All penetrations through the firewall shall be sealed.
- 2.2.13. Rubber snow deflector and low-profile, dual beam halogen headlamps with combination park/turn signal lights that conform to federal safety standards. Vehicle light switch shall activate plow lights. No separate in-cab switch acceptable.
  - 2.3. MANUALS: Operator's manual, parts book and service/repair manual shall be furnished with each item upon delivery. Manuals may be in the form of CD's or DVD's.
  - 2.4. **CALIBRATION:** Installer will work with County staff and show proper spreader calibration procedures.
  - 2.5. WARRANTY: Manufacturer's standard warranty, One year on builder installation.
  - 2.6. **DDESIGNEE** Boone County Public Works
  - 2.7. **CONTACT** Tyson Boldan, Boone County Purchasing Department, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone: 573-886-4392 Facsimile: 573-886-4390
  - 2.8. **DELIVERY:** Units shall be delivered with Bill of Sale and Manufacturer's Statement of Origin.
- 2.8.1. **Delivery Terms:** FOB- Destination. Boone County Public Works Department, Maintenance Operations, 5551 Highway 63 South, Columbia, MO 65201
- 2.9. ADDITIONAL TERMS AND CONDITIONS:
- 2.9.1. Equipment shall be properly serviced, including grease and oil to the proper levels.
- 2.9.2. Vendor to include product literature for each proposed piece of equipment.
- 2.9.3. Bid evaluation will be based on quality, reliability, delivery time ARO, and cost. Quality and reliability may be determined by using information contained in product reviews from established publications and demonstration of machine. Availability of parts, speed of service, and location of service/warranty work will weigh into consideration of award.

### Department

### 3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. Advice of Award If you wish to be advised of the outcome of this Bid, the results may also be viewed on our web page <a href="https://www.showmeboone.com">www.showmeboone.com</a>.
  - 3.3. **BID OPENING** On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response.
- 3.3.1. Removal from Vendor Database If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
  - 3.4. **RESPONSE CLARIFICATION** The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
  - 3.5. **EVALUATION PROCESS** The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. Acceptability The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.5.3. Endurance of Pricing Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

	<u>Department</u>		
4,			
4.1.	Company Name:		
4.2.	Address:		•
4.3.	City/Zip:		-
4.4.	Phone Number:		-
4.5.	Fax Number:		
4.6.	Federal Tax ID:		-
4.6.1.	( ) Corporation ( ) Partnership - Name ( ) Individual/Proprietorship - Individual Name ( ) Other (Specify)		
4.7.	PRICING	Qty	Unit Price
4.7.1.	New Gas Powered 8' Spreader	1	\$
4.7.2.	New Quick Attach 8.5' Plow	1	\$
4.8.	Cash Discount		\$net days
4.9.	GRAND TOTAL		\$
4.10.	Will you honor the submitted prices for purchase by other entities in cooperative purchasing with Boone County, Missouri?	es in Boone	County who participate
	YesNo		
4.11.	Delivery ARO:		
4.12.	The undersigned offers to furnish and deliver the articles or serviterms stated and in strict accordance with all requirements containable been read and understood, and all of which are made part of bid, the vendor certifies that they are in compliance with Section 34.359 ("Missouri Domestic Products Procurement Act") of the	ined in the f this order 34.353 and	Request for Bid which  By submission of this  if applicable, Section
	34.339 ( Missouri Domestic Products Procurement Act ) of the	Kevised Su	itutes of Missouri.
4.12.1.	Authorized Representative (Sign By Hand): Date:		
4.12.2.	Print Name and Title of Authorized Representative		

County of Boone

Purchasing

### INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-erify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

http://www.dhs.gov/xprevprot/programs/gc 1185221678150.shtm

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling. The link for that form is: <a href="http://www.uscis.gov/files/nativedocuments/save-mou.pdf">http://www.uscis.gov/files/nativedocuments/save-mou.pdf</a>

Additional information may be obtained from: <a href="http://www.uscis.gov/files/nativedocuments/MOU.pdf">http://www.uscis.gov/files/nativedocuments/MOU.pdf</a>

If you are an Individual/Proprietorship, then you must return the attached Certification of Individual Bidder. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the Certification of Individual Bidder. If you choose option number two, then you will also need to complete and return the attached form Affidavit.

## WORK AUTHORIZATION CERTIFICATION PURSUANT TO 285.530 RSMo (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

State of )		
My name is I an	an authorized agent of	(Bidder). This
business is enrolled and participates in a federal wor		
services provided to the County. This business does	not knowingly employ any person	that is an unauthorized alien in
connection with the services being provided. Docum	entation of participation in a feder	al work authorization program is
attached hereto.		
Furthermore, all subcontractors working on	this contract shall affirmatively sta	ate in writing in their contracts that they
are not in violation of Section 285.530.1, shall not the	ereafter be in violation and submit	a sworn affidavit under penalty of
perjury that all employees are lawfully present in the	United States.	
	Affiant	Date
	Printed Name	
Subscribed and sworn to before me this day of _	, 20	
	Notary Public	

## (Please complete and return with Contract)

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, <u>Federal Register</u> (pages 19160-19211).

	(BEFORE COMPLETING CERTIFICATION, READ INSTRU	CTIONS FOR CERTIFICATION)
(1)	The prospective recipient of Federal assistance funds certifies, by sub- principals are presently debarred, suspended, proposed for debarment from participation in this transaction by any Federal department or ag	, declared ineligible, or voluntarily excluded
(2)	Where the prospective recipient of Federal assistance funds is unable certification, such prospective participant shall attach an explanation t	• •
ame a	and Title of Authorized Representative	
Signatu	re	Date

## CERTIFICATION OF INDIVIDUAL BIDDER

etirement, welfare benefit or food assi indicate compliance	, health benefit, post secondary istance who is over 18 must ver	erson applying for or receiving any grant, contract, loan reducation, scholarship, disability benefit, housing rify their lawful presence in the United States. Please ardian applying for a public benefit on behalf of a child aply.
1.	United States. (Such proof certificate, or immigration	ocuments showing citizenship or lawful presence in the may be a Missouri driver's license, U.S. passport, birth locuments). Note: If the applicant is an alien, nee must occur prior to receiving a public benefit.
2.	I do not have the above doc may allow for temporary 90	uments, but provide an affidavit (copy attached) which day qualification.
3.	of Qua	I application for a birth certificate pending in the State lification shall terminate upon receipt of the birth that a birth certificate does not exist because I am not a
Applicant	Date	Printed Name

## AFFIDAVIT (Only Required for Individual Bidder Certification Option #2)

State of Missouri	)		
County of	)SS. )		
		nteen years of age, swear upo United States government as	on my oath that I am either a sbeing lawfully admitted for
Date		Signature	
Social Security Number or Other Federal I.D. Numb	er	Printed Name	
On the date above w contained in the foregoing a	ritten ffidavit are true a		re me and swore that the facts wledge, information and belief.
		Notary Public	
My Commission Expires:			



## Standard Terms and Conditions

Boone County Purchasing 601 E. Walnut, Room 209 Columbia, MO 65201

Tyson Boldan, Buyer Phone: (573) 886-4391 – Fax: (573) 886-4390

- 1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Quotation and/or Proposal.
- 2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the quotation and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
- 4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
- 5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
- 6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
- 7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
- 8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
- 9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
- 10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
- 11. No bid transmitted by fax machine will be accepted.
- 12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.

## Boone County Purchasing 601 E. Walnut, Room 209 Columbia, MO 65201

"No Bid" Response Form

Tyson Boldan, Buyer (573) 886-4392 – Fax: (573) 886-4390

## "NO BID RESPONSE FORM"

## NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A BID

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

## Bid: 13-16MAR09 - Motor Grader

Business Name:	
Address:	
Telephone:	
Contact:	
Date:	
Reason(s) for not bidding:	

Bid #13-16MAR09 Page February 25, 2009

STATE OF MISSOURI

April Session of the April Adjourned

09 Term. 20

**County of Boone** 

In the County Commission of said county, on the

16<sup>th</sup>

day of April

09

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

Now on this day the County Commission of the County of Boone does hereby award bid MM57 – Bituminous Material Term and Supply by line item as follows:

## **Primary Supplier**

Vance Brothers:

MC-3000, MC-800, EA-90

Coastal Energy:

CRS-2, SS-1, CRS2P, AEP, EA-90P

## Secondary Supplier

Vance Brothers:

SS-1, AEP

Coastal Energy:

MC-3000, MC-800

SemMaterials:

CRS-2, CRS2P, EA-90P, EA-90

It is further ordered the Presiding Commissioner is hereby authorized to sign said agreements.

Done this 16<sup>th</sup> day of April, 2009.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

STATE OF MISSOURI

April Session of the April Adjourned

09 Term. 20

**County of Boone** 

In the County Commission of said county, on the

16<sup>th</sup>

day of April

09

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

Now on this day the County Commission of the County of Boone does hereby authorize the utilization of the Kansas Department of Administration cooperative contract 10330 with Alexander Open Systems, Inc. for Cisco Products and Support Services. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 16<sup>th</sup> day of April, 2009.

ATTEST:

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20

09

**County of Boone** 

In the County Commission of said county, on the

16<sup>th</sup>

day of April

09 20

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

Now on this day the County Commission of the County of Boone does hereby authorize the utilization of the MoDOT cooperative contract 3-081212 with Ed Roeher Products for Emergency Response Lighting. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 16<sup>th</sup> day of April, 2009.

ATTEST:

Clerk of the County Commission

Kenneth M. Pearson

**Presiding Commissioner** 

Kareh M. Miller

District I Commissioner

Skip Elkin

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20 09

**County of Boone** 

ea.

In the County Commission of said county, on the

16<sup>th</sup>

day of April

09

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 for a software upgrade:

Department	Account	Department Name	Account Name	Decrease	Increase
2905	91302	LE/Judicial Info Sys-LESales Tax	Computer Software	\$600.00	
2905	92301	LE/Judicial Info Sys-LESales Tax	Replc Computer Hardware		\$600.00

Done this 16<sup>th</sup> day of April, 2009.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

STATE OF MISSOURI

April Session of the April Adjourned

09 Term. 20

**County of Boone** 

In the County Commission of said county, on the

16<sup>th</sup>

day of April

09

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

Now on this day the County Commission of the County of Boone does hereby authorize the request for fixed asset emergency replacement of PC Tag #16517 and PC Tag #14584.

Done this 16<sup>th</sup> day of April, 2009.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin



## **BOONE COUNTY**

## **Department of Information Technology**

ROGER B. WILSON GOVERNMENT CENTER

801 E. Walnut, Room 221 Columbia, MO 65201-4890 573-886-4319

**Aron Gish** 

**Director** 

DATE:

April 14th, 2009

TO:

Ken Pearson, Presiding Commissioner Karen Miller, District I Commissioner Skip Elkin, District II Commissioner

FROM:

**Aron Gish** 

**SUBJECT:** 

Fixed Asset Emergency Replacement - Failing Hardware - PC Tag #16517

and PC Tag # 14584

The PC with the tag # of 14584 was purchased in August of 2004. The PC with the tag # of 16517 was purchased in July of 2004. Both of these PC Workstations are HP Model D530 and have the same main board and power supply failure. Tag # 16517 is currently assigned to Barb Morris. Tag # 14584 was assigned to Tyson Boldan. Tyson has received a replacement as part of the 2009 PC Replacement Plan. Tyson's old PC was to be "trickled" down as part of the replacement plan to be used by Karen Miller. During the reload and testing of the PC is when the severity of the problem was detected. The parts to correct the current problems would cost \$586.35 per PC. (\$465.92 — Main Board and \$120.43 Power Supply) At this time I feel it is not cost effective to repair these PCs. There is no service contract on these PCs and the manufacturer's warranty expired more than a year ago.

Since these PCs are critical to daily operations I am requesting to move forward using "Unanticipated Hardware Emergencies" account 1170-92301 to purchase replacement PCs at the cost of \$800.70. This price includes 2 PC workstations for \$400.35 each, 3 years manufacturers warranty and shipping.

Attach this memo to Purchase Requisition.

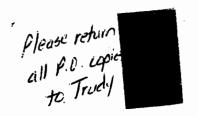
#### Ref attached:

WWT Invoice 1817258, Dated 02/26/09 for 1 Power Supply @ \$120.43 WWT Quote 1036649.0, Dated 02/23/09 for 1 System Processor Board @ \$465.92

04-08-09 REQUEST

DATE

## **PURCHASE REQUISITION BOONE COUNTY, MISSOURI**



8989 VENDOR NO.

World Wide Technology, Inc.

VENDOR NAME

P.O. Box 957653

**ADDRESS** 

St. Louis CITY

314-301-2683

PHONE #

MO

63195-7653

STATE ΖIP

	BID DOCUMENTATION ed to demonstrate compliance with statutory bio 660, 50.753-50.790, and the Purchasing Manual-	
Bid /RFP (enter # below)  Sole Source (enter # below)  Emergency Procurement (enter # below)  Written Quotes (3) Attached (>\$2500 to \$4,499)  Purchase is ≤\$2500 and is NOT covered by an existing bid or sole source	Not Subject To Bidding (select  Utility Employee Travel/Meal Reimb Training (registration/conf fees) Dues Pub/Subscription/Transcript Copies Refund of Fees Previously Paid to County	appropriate response below):  Mandatory Payment to Other Govt Court Case Travel/Meal Reimb Tool and Uniform Reimb Inmate Housing Remit Payroll Withheld Agency Fund Dist (dept #s 7XXX)
#State of MO-PVC-ST-C206026001 (Enter Applicable Bld / Sole Source / Emergency Number)	Professional Services (see Purchasing Police Intergovernmental Agreement Not Susceptible to Bidding for Other Reason	

## Ship to Department # 1170

## Bill to Department # 1170

D	epa	rtme	nt			Ac	ccol	unt		, Item Description	Qty	Unit Price	Amount
1	1	7	0		9	2	3	0	1	WWT Quote #: 1053675.1			800.70
				]						2009 Budget item #100			
_ ~				1						Unanticipated Hardware Emergencies			
				1						PCs for Commissioner Miller & Barb Morris			
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										TOTAL	٠ .		800.70

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.

Prepared By	
/64 /	
Requesting Official	
) Hodge Sag amount	

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Α	LIGITOR	Approva	31



					Qty Custoner Unit F	2 \$87.86	2 \$58.89	2 \$29.95	2 \$0.98	2 \$27.86	2 \$23.96	2 \$15.97	2 \$2.00	2 \$3.00	2 \$18.97
	luth, Ryan Boons County, MO - Information Technology 573-888-4445	irish@boonecaunlymo.org dcs800 SFF 1053675.1		,	Page Papers	AJ411AV	KMB69AV#ABA	AJ417AV	GX015AV#ABA AQ254AV	GW343AV	GW298AV	GW317AV	GW366AV	GX020AV#ABA	GX160AV#ABA
-C-206026091. 55 25	Submitted Date: Contact: Agency/Company: Boone County Phone: 673-886-4445				Menuta muser	HEWLETT PACKARD	HEWLETT PACKARD	HEWLETT PACKARD	HEWLETT PACKARD HEWLETT PACKARD	HEWLETT PACKARD	HEWLETT PACKARD	HEWLETT PACKARD	HEWLETT PACKARD	HEWLETT PACKARD	HEWLETT PACKARD
	Uthoff, Douglas V.	314-301-2883 880-775-6475 dougs suthoff@wwt.com lithoff Days				HP Compaq Business Desktop dc5800 - SFF - no CPU - RAM 0 MB - no HDD - GMA 3100 Dynamic Video Memory Acchnology 4.0 - Gigablit Ehemet - Monitor; none - CTO	a Downgrade to XP Pro.	h ALL	HEWLETT PACKARD : HP dc5800 Country Kit.	[ 1387/30] ACEARD : 2GB PC2-6400 (DDR2-800) 2x1G8 Memory.	MARTIN 1st	PERMULTI 15 15T DR	HP USB Optical Scroll Mouse - Mouse - optical ~ 2 button(s) - wired - USB - CTO	ard US	3-Year (partyleborinext business day on-site) limited warranty - 5FF
April 9 Tons Artist Control of the C	repared By Norld Wide Technology, Inc. 18 Weldon Parkway	it Louis, MO 63043  Phone: Pex:	tocount Manager: tcct, Mgr. Phone: tcct, Mgr. e-mail:		item Description	1 HP Compaq Business Dei	2 HEWLETT PACKARD: Vista Downgrade to XP Pro.	3 Standard PS - dc5 SFF Ch ALL	4 HEWLETT PACKARD : HP dc5800 Country Kit.	HEWLETT PACKARD: 2GB	7 80GB SATA NCQ HDD SMART IV 1st	8 CTO SATA 18X DVDR SUPERMULTI LS 1ST DR	9 HP USB Optical Scroll Mo	10 HP USB Stendard Keyboard US	11 3-Year (parts/lebor/next l

	1 (00			
8ubtotal:	0% Contract Fee (Minimum \$0.00);	Shipping Charges:	Grand Total:	

\$0.00 \$0.00 \$0.00

\$137.78 \$59.80 \$1.86 \$241.62 \$47.82 \$31.84 \$4.00 \$6.00

\$175.72

\* ATS - Available to Ship



Weldon Parkway

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chnology

Lot 4O 63043-3101 : (31-, 919-1400 \* (800) 432-7008

one County, MO - Information

**LUMBIA MO 65201-4890** 

ormation Technology

1 E Walnut St #221

514,515-1400 (000) 452-7000

**Equal Opportunity Employer** 

World Wide Technology, Inc. P.O. Box 957653

SAINT LOUIS MO 63195-7653 ACH Instructions: US Bank, NA

Boone County, MO - Information

COLUMBIA MO 65201-4890

Information Technology

801 E Walnut St #221

St Louis, MO

Routing #: 081000210

Account #: 100-5002348

COP

Trudy Fisher

Technology

Mark for:

## \* \* ORIGINAL \* \*

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Switching power supply - 120-240VAC input, 45-66Hz - 3 DC outputs, 150 watts, with Power Factor Correction (PFC)	1,1	0	1	N	120.43 Each	120.43

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ot paid within payment terms noted above, you will be subject to additional late payment fees at the rate of 1% per month or the maximum ount allowed by applicable laws. All claims for shortages must be received within 30 days from the date of the invoice. All returns must be the within 30 days of invoice date. No returns will be accepted without a return authorization #. Material returned without our permission will be accepted. All returns are subject to a restocking fee.

RECEIVED

MAR 0 6 2009



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epared By	ă	Submitted Date: Contact: Agency/Company:	23-FEB-09 Wilper, Neal Boone County, MO - Information Technology			
Weldon Parkway Louis, MO 63043 one:	314-301-2683	Phone: Fax: e-mail:	573-886-4442 nwlper@boonecountymo.org			
K: mail: O.C.:	800-17-5-54 is 800-17-5-54 is 90-17-5-6 is Uthoff, Doug	Bid #: WWT Quote #:	1036649.0			
sem Deceription		Manufacturer	Part Number	Qty	Customer Unit P	Extended *ATS
1 Compaq System processor EVO D630	Compaq System processor board - Includes alcohol pad and thermal grease - P4 Motherboard for EVO D530	or COMPAQ COMPUTER	332935-001	<b>.</b>	\$465.92	\$465.92
	÷: :		Subtotal:			\$465.92
			O Contra Shipping Grand Totali	0% Contract Fee (Minimum \$0.00): Shipping Charges: and Total:		\$0.00 \$0.00 \$465.92

\* ATS - Available to Ship

-To learn more about WWI's Cisco Authorized Training Courses, Rates Promotions, -go online to http://www.wwt.com/ciscotraining.html or call WWI today at (800) 432-7008 Please call 888-234-8898
Option #1 - SalewPlace Order
Option #2 - SalewPlace Order
Option #3 - SalewReturn
Option #3 - Sarvice (report a trouble call
Option #3 - Sarvice Maintenance Pricing

:··

STATE OF MISSOURI

April Session of the April Adjourned

09 Term. 20

**County of Boone** 

In the County Commission of said county, on the

16<sup>th</sup>

day of April

09

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

Now on this day the County Commission of the County of Boone does hereby approve the Wastewater Code Enforcement Cooperative Agreement with the Village of Pierpont. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 16<sup>th</sup> day of April, 2009.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

nneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

### **Wastewater Code Enforcement Cooperative Agreement**

THIS AGREEMENT is entered into this It's day of April , 2009, by and between the County of Boone, State of Missouri through the Boone County Commission (herein "County") and the Village of Pierpont, a municipal corporation within the County of Boone, State of Missouri (herein "Village");

### WITNESSETH:

WHEREAS, County has duly enacted certain regulations pertaining to Small On-site Wastewater Systems and Public Health Hazards and Nuisances as it pertains to Sewage Treatment and Disposal pursuant to Section 192.300, RSMo, and provided a program for inspection and enforcement of same within the unincorporated areas of Boone County, Missouri, and

WHEREAS, Village has enacted, or shall enact concurrently with execution of this agreement, Chapter IV, Small On-site Wastewater Systems, and Chapter VI, Public Health Hazards and Nuisances as the same apply to enforcement of section 6.8, On-site Sewage Treatment and Disposal, Boone County Code of Health Regulations, copies of which are attached and incorporated herein by reference (herein simply called "Wastewater Codes"), and desires to establish a program for inspection and enforcement of its Wastewater Codes, and

WHEREAS, the parties hereto believe that it is their respective economic interests and in the public interest in general to enter into this agreement to have a uniform program for Wastewater Code inspection and enforcement in order to promote the health, safety, and welfare for the citizens of Boone County, and

WHEREAS, the parties hereto are authorized by law to contract for common services pursuant to Section 70.220, RSMo, and each by order or ordinance has empowered their respective signatories to enter into this agreement,

NOW THEREFORE, in consideration of the mutual understandings and undertakings contained in this agreement, the parties agree as follows:

- The Village shall enact and keep in full force the following "Wastewater Codes":
  - A. Chapter IV, Small On-site Wastewater Systems, Boone County Code of

- Health Regulations
- B. Chapter VI, Public Health Hazards and Nuisances, as the same apply to enforcement of section 6.8, On-site Sewage Treatment and Disposal,
   Boone County Code of Health Regulations.
- C. An ordinance which establishes fines and penalties for violation of the
   Wastewater Codes and remedies to provide for the enforcement thereof.
- D. An ordinance which authorizes this agreement and empowers the County through the City of Columbia/Boone County Health Department (hereafter "Department") to administer and enforce the foregoing regulations within Village.
- County agrees to administer a code permit system substantially in compliance
  with the regulations contained in the above Wastewater Code and to provide
  Village through the Department with copies of permits upon request after issuance
  of such permits.
- 3. County agrees to provide inspection and code enforcement services within Village through the Department. In addition, County through the Department shall maintain membership in the various code organizations as it deems appropriate, provide Village with Wastewater Code interpretations and otherwise work with Village as mutually deemed appropriate to implement this agreement. County through the Department also shall keep and maintain records and inspection reports of all inspections performed within Village and provide Village with copies of same upon request or as mutually deemed appropriate.
- 4. Village agrees to inform the public in the Village of the adoption of the Wastewater Codes and administration and enforcement thereof by the Department. Village also agrees to provide Department with copies of all amendments of Codes and relevant administration and legal proceedings.
- 5. Village agrees to adopt permit fees and to pay County such fees as collected as follows, namely: \$200.00 each for permits for new construction of any onsite wastewater treatment system; and \$125.00 each for permits to repair an existing

- onsite wastewater treatment system. These fees are subject to change by the Boone County Commission; Village agrees to promptly amend its ordinances to adopt current county fees for services within Village as soon as reasonably practicable after they are adopted by County.
- 6. Village agrees to enforce compliance with the Wastewater Codes by bringing civil or criminal legal proceedings against those for whom violations have been reported as deemed appropriate by legal counsel for the Village. Village also shall, at its own expense, prosecute or defend all legal actions pertaining to the interpretation or implementation of the Wastewater Codes provided for herein and adopted by Village. Alternatively, Village may enter into a separate agreement with County for the County's legal counsel to provide the services contemplated in this paragraph.
- 7. This agreement shall be effective for a period of one year commencing on the day and year first above-written and shall automatically renew from year to year unless sooner terminated by either party. This agreement may be terminated by either party immediately for breach of this agreement or other reasonable cause warranting immediate termination as specified in writing or for any other reason by giving the other party at least sixty (60) days advance written notice of termination, unless both parties agree in writing that it may be terminated on some other basis.
- 8. This agreement shall not be assignable or otherwise transferable except upon mutual consent of the parties and shall not be modified or otherwise amended except by written instrument executed with the same formality as this agreement.
- 9. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns in office.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above-written.

## VILLAGE OF PIERPONT

By: Justin Olm Chair, Board of Trustees

ATTEST: Bary / Boa Village Clerk

COUNTY OF BOONE

By: Presiding Commissioner

ATTEST: 6 Janes Dover

APPROVED AS TO FORM:

County Counselor

STATE OF MISSOURI

County of Poppe

April Session of the April Adjourned

Term. 20 09

County of Boone

In the County Commission of said county, on the

16<sup>th</sup>

day of April

**20** 09

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 meeting on Wednesday, April 22, 2009, at 1:30 p.m. The meeting will be held in Room 243 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by 610.021 (1) RSMo. to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 16<sup>th</sup> day of April, 2009.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin