

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 10

In the County Commission of said county, on the 25th day of May 20 10

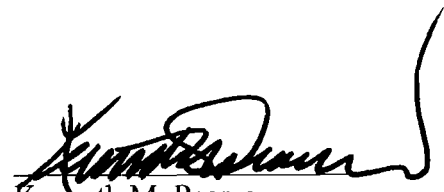
the following, among other proceedings, were had, viz:

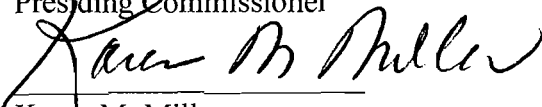
Now on this day the County Commission of the County of Boone does hereby award bid 71-01Dec09- Computer Output to Microfilm Service to U.S. Imaging, Inc. of Saginaw. It is further ordered the Presiding Commissioner is hereby authorized to sign said Term and Supply contract.

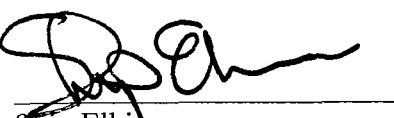
Done this 25th day of May, 2010.

ATTEST:

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


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: April 15, 2010
RE: 71-01DEC09 – *Computer Output to Microfilm Service*

The Request for Proposal for Computer Output to Microfilm Service on December 1, 2009. Five proposal responses were received.

The evaluation committee consisted of Bettie Johnson, Boone County Recorder, Karen Johnson, Chief Deputy Recorder, and Nora Dietzel, Lead Deputy Recorder.

The evaluation committee recommends award to U.S. Imaging, Inc. of Saginaw, Michigan per their attached evaluation report.

Invoices from this contract will be paid from department 2800 – Storage and Preservation, account 23020 – Microfilm/Film. The initial contract runs through December 31, 2010 and has four, one-year renewal periods.

ATT: Evaluation Report

cc: Proposal File
Evaluation Team

Evaluation Report for Proposal

71-01DEC09 – Computer Output to Microfilm

The Request for Proposal for 71-01DEC09 – Computer Output to Microfilm Service opened on December 1, 2009. Five proposal responses were received.

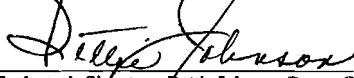
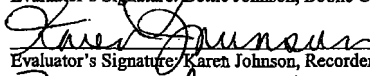
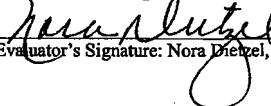
The evaluation committee consisted of Bettie Johnson, Boone County Recorder, Karen Johnson, Chief Deputy Recorder, and Nora Dietzel, Lead Deputy Recorder. Following the initial review of the proposal responses by the committee, it was decided to remove *Option One – Storage of Microfilm* from this RFP. Purchasing submitted a Best and Final Offer (BAFO) to these five Offerors on December 28, 2009 requesting pricing for only the Base Bid for *Converting Computer Output to Microfilm (Conversion of TIF to 35 mm microfilm)*.

Based on 2008 usage, annual pricing for microfilm conversion was calculated for the Offerors as follows:

Mid-Continent Micrographics	\$117,101.00
U.S. Imaging, Inc.	\$125,460.00
Data Management Internationale	\$163,710.00
Imaging Office Systems, Inc.	\$171,870.78
The Crowley Company	\$181,626.28

Following review of the Best and Final Offer responses, the evaluation committee short-listed to the two low Offerors: Mid-Continent Micrographics and U.S. Imaging, Inc. References were checked by Purchasing on these two Offerors on January 19-20, 2010. Following a positive reference check on both Offerors, a sample request was made to both of these Offerors on March 22, 2010, with a due date of return of samples by April 1, 2010. Glenn Pataky of Mid-Continent Micrographics Inc. called Melinda Bobbitt, Purchasing Department to request an extension of the due date for the sample return. Melinda notified both Offerors that the extended deadline for return of samples was April 12, 2010. Both Offerors acknowledged this deadline by e-mail. U.S. Imaging was the only one to return the samples.

Following the completion of a thorough evaluation, the evaluation committee recommends award to U.S. Imaging, Inc. for offering the best solution for Boone County.

	4-16-10
Evaluator's Signature: Bettie Johnson, Boone County Recorder	Date
	4-16-10
Evaluator's Signature: Karen Johnson, Recorder's office	Date
	4-16-10
Evaluator's Signature: Nora Dietzel, Recorder's office	Date

EVALUATION REPORT FORM
PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI

REQUEST FOR PROPOSAL NUMBER - 71-01DEC09 - Computer Output to Microfilm Service
 Melinda Bobbitt, CPPB

NAME OF OFFEROR	Method of Performance (30 points)	Experience/ Expertise of Contractor (20 points)	TOTAL SUBJECTIVE POINTS (50 pts.)	For Purchasing Use Only	
				COST POINTS (50 pts.)	TOTAL POINTS (Max 100 pts.)
Mid-Continent Micrographics Inc.	22	10	32	50	82
U.S. Imaging, Inc.	27.33	20	47.33	47	94
Data Management Internationale, inc.	24.33	20	44.33	36	80
Imaging Office Systems	23.33	18.33	41.66	34	75
The Crowley Company	26.33	20	46.33	32	78

We hereby attest that the subjective points assigned to each offeror above were scored pursuant to the established evaluation criteria and represent our best judgement of the subjective areas of the offerors' proposals. We have attached a brief narrative which highlights some, but not necessarily all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, Missouri, or any other party.

Bettie Johnson 4-16-10
 Evaluator's Signature Date
 Bettie Johnson Recorder

Nora Dietzel 4-16-10
 Evaluator's Signature Date
 Nora Dietzel Recorder's Office

Karen Johnson 4-16-10
 Evaluator's Signature Date
 Karen Johnson Recorder's Office

**PURCHASE AGREEMENT
FOR
COMPUTER OUTPUT TO MICROFILM SERVICE - TERM AND SUPPLY**

THIS AGREEMENT dated the 25 day of May 2010 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **U.S. Imaging, 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 **Computer Output to Microfilm Service Term and Supply**, County of Boone Request for Proposal number **71-01DEC09**, Addendum Number One, Addendum Number Two, Best and Final Offer Number One, as well as the Contractor's proposal response dated December 1, 2009 and executed by Brent Blankenship 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 proposal response may be permanently maintained in the County Purchasing Office proposal file for this proposal if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Proposal, Addendums Number One and Number Two, and the Best and Final Offer shall prevail and control over the Contractor's proposal response.

2. Contract Duration - This agreement shall commence on the date written above and continue through **December 31, 2010**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) additional one-year periods. After the completion of the final renewal term, this Agreement will continue on a month-to-month basis until either party terminates this Agreement by providing the other party with 30 days prior written notice.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Computer Output to Microfilm Service as identified and responded to in the Contractor's Response Form. Pricing shall remain firm through the end of the fourth renewal period.

Converting Computer Output to Microfilm (Conversion of TIF to 35mm microfilm) \$0.12/image
Price Per Image. Boone County submits data by CD, DVD, or electronically quarterly. The price per image cost includes the cost of the film. This is the Master Silver Halide roll which is browntoned and sent for storage in pure vault (off-site facility designated by County).

Create one (1) 35mm Silver Duplication per 100 foot roll (automatically treated with Browntone), then sent to County for local storage.	\$35.00/roll
Cost for index at beginning of each microfilm roll	\$1.00/roll
One time application of Browntone to pre-existing film for storage in pure vault	\$8.00/roll
Cost for transfer of film to County's designated, off-site storage in pure vault	\$0.00

4. Billing and Payment - All billing shall be invoiced to the Boone County Recorder, and may only include the prices as identified in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response 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.

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.

U.S. IMAGING INC.

by Ronda Olsen
 title Secretary / Proj. Mgr.
 address 400 S. Franklin St.
Saginaw MI 48607

BOONE COUNTY, MISSOURI

by: Boone County Commission
Kenneth M. Pearson
 Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

J. P. [Signature]
 County Counselor

ATTEST:

Wendy S. Noren [Signature]
 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

James E. Pichford
 Signature by aff

5/19/10
 Date

2800-23020 – Term and Supply

No Encumbrance Required
 Appropriation Account

264 -2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 10

In the County Commission of said county, on the 25th day of May 20 10

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

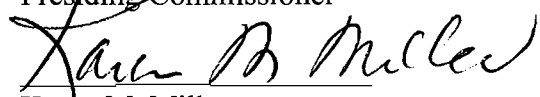
Now on this day the County Commission of the County of Boone does hereby approve the Sheriff's Department request to utilize cooperative contract 0-0818-01 with WirelessUSA to purchase portable and mobile radios from Motorola. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

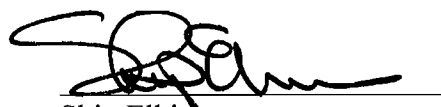
Done this 25th day of May, 2010.

ATTEST:

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


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: March 9, 2010
RE: 0-0818-01 – Portable and Mobile Radios

COPY

Purchasing and the Sheriff Department request permission to utilize the State of Missouri contract 0-0818-01 to purchase Portable and Mobile Radios from Motorola. WirelessUSA of Columbia will serve as the distributor.

Total cost of contract is \$24,948.98 and will be paid from department 2901 – Sheriff Operations – LE Sales Tax, account 92300 – Replacement Machinery and Equipment. \$32,664.00 was budgeted for 2010. \$33,136 remains in the account at this time.

\$27,043
.. budget revision (6093)

cc: Chad Martin, Sheriff
Contract File



EQUIPMENT PROPOSAL

FOR:	Boone County Sheriff's Department	XTS2500 MODEL 1.5
	2121 County Dr.	MISSOURI DISCOUNTS
	Columbia, Mo 65202	
CONTACT:	Chad Martin	PHONE: 875-1111
		FAX:

ITEM	QTY	MODEL NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
1	10	H46KDD9PW5N	MOTOROLA XTS2500 MODEL 1.5 ALPHA DISPLAY	\$950.00	\$9,500.00
			VHF PORTABLE		
1A	10	MO DISCOUNT	MISSOURI 27.5 PER CENT DISCOUNT	(\$261.25)	(\$2,612.50)
2	10	Q667AE	ADP ENCRYPTION	\$10.00	\$100.00
2A	10	MO DISCOUNT	MISSOURI 27.5 PER CENT DISCOUNT	(\$2.75)	(\$27.50)
3	10	H885BK	2 YEAR SERVICE REPAIR ADVANTAGE	\$84.00	\$840.00
4	10	Q811AE	CAI DIGITAL READY OPERATION	\$1,060.00	\$10,600.00
4A	10	MO DISCOUNT	MISSOURI 27.5 PER CENT DISCOUNT	(\$291.50)	(\$2,915.00)
5	10	H129AU	HELICAL ANTENNA	N/C	N/C
6	10	H635AU	DISCOUNT	(\$3,000.00)	(\$3,000.00)
7	10	WPLN4111AR	IMPRES RAPID CHARGER	\$165.00	\$1,650.00
7A	10	MO DISCOUNT	MISSOURI 39.10 PER CENT DISCOUNT	(\$64.51)	(\$645.10)
8	10	PMMN4051	REMOTE SPEAKER MIC	\$89.00	\$890.00
8A	10	MO DISCOUNT	DISCOUNT OF 31.5 PER CENT *	(\$28.07)	(\$280.70)
9	10	NTN9858C	EXTRA IMPRES BATTERY	\$110.00	\$1,100.00
9A	10	MO DISCOUNT	DISCOUNT OF 23.5 PER CENT*	(\$25.85)	(\$258.50)
			(LINE ITEMS 1-6 MATCH UP ON STATE CONTRACT		
			LOCALS FORM AT 27.5 PER CENT OFF, AS WELL AS		
			LINE ITEM 7 AT 39.10 PER CENT OFF)		
			*LINE ITEMS 8 AND 9 SEE BELOW		

REMARKS:		SUBTOTAL	\$14,940.70
*Line items 8 and 9 are not matching up to Missouri documented discounts		TAX	
however the shown discounts above are greater than the Nebraska state		INSTALLATION	
contract		DELIVERY	
WARRANTY: 3 YEARS		TOTAL	
DELIVERY: 14 DAYS		DOWN PAY	
		BALANCE	

PREPARED BY: JOHN BRIGGS PH: 814-2195

DATE: 3/1/2010



EQUIPMENT PROPOSAL

FOR:	Boone County Sheriff's Department	XTS2500 MODEL 1.5
	2121 County Dr.	MISSOURI DISCOUNTS
	Columbia, Mo 65202	
CONTACT:	Chad Martin	PHONE: 875-1111
		FAX:

ITEM	QTY	MODEL NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
1	4	M21KTM9PW1N	MOTOROLA XTL2500 VHF 136-174 MHZ 100 W MOBILE	\$1,997.00	\$7,988.00
1A	4	MO DISCOUNT	MISSOURI 27.5 PER CENT DISCOUNT	(\$549.17)	(\$2,196.68)
2	4	W22AR	ADD: PALM MICROPHONE	\$72.00	\$288.00
2A	4	MO DISCOUNT	MISSOURI 27.5 PER CENT DISCOUNT	(\$19.80)	(\$79.20)
3	4	G67AK	ADD: REMOTE MOUNT	\$297.00	\$1,188.00
3A	4	MO DISCOUNT	MISSOURI 27.5 PER CENT DISCOUNT	(\$81.67)	(\$326.68)
4	4	G24AX	2 YEAR SERVICE REPAIR ADVANTAGE	\$121.00	\$484.00
5	4	G806	CAI DIGITAL READY OPERATION	\$515.00	\$2,060.00
5	4	MO DISCOUNT	MISSOURI 27.5 PER CENT DISCOUNT	(\$141.62)	(\$566.48)
6	4	G48AY	CONVENTIONAL OPERATION	\$275.00	\$1,100.00
6A	4	MO DISCOUNT	MISSOURI 27.5 PER CENT DISCOUNT	(\$75.62)	(\$302.48)
7	4	G442AA	XTL2500 CONTROL HEAD	\$292.00	\$1,168.00
7A	4	MO DISCOUNT	MISSOURI 27.5 PER CENT DISCOUNT	(\$80.30)	(\$321.20)
8	4	B18CL	ADD: AUXILARY SPEAKER	\$60.00	\$240.00
8A	4	MO DISCOUNT	MISSOURI 27.5 PER CENT DISCOUNT	(\$16.50)	(\$66.00)
9	4	G193AB	ADP ENCRYPTION	\$10.00	\$40.00
9A	4	MO DISCOUNT	MISSOURI 27.5 PER CENT DISCOUNT	(\$2.75)	(\$11.00)
10	4	W599BD	DEK BOX WITH INTERFACE CABLE KIT	\$180.00	\$720.00
10A	4	MO DISCOUNT	MISSOURI 27.5 PER CENT DISCOUNT	(\$49.50)	(\$198.00)
11	4	G635GC	DISCOUNT	(\$300.00)	(\$1,200.00)

REMARKS:	SUBTOTAL	\$10,008.28
ALL PERCENTAGE DISCOUNTS OF 27.5 PER CENT ARE REFLECTED	TAX	
ON THE MISSOURI STATE CONTRACT B&Q BID NUMBER 22897	INSTALLATION	
LOCALS CONTRACT FORM(APC CODE NUMBER 518)	DELIVERY	
WARRANTY: 3 YEARS	TOTAL	
DELIVERY: 14 DAYS	DOWN PAY	
	BALANCE	

PREPARED BY: JOHN BRIGGS PH: 814-2195

DATE: 3/1/2010

Standard Terms and Conditions of Sale

1. Scope. Motorola, Inc. or Printrak International, Inc., a Motorola company ("Seller") will sell to Boone County, Missouri ("Customer") and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal dated February 3, 2010. These terms and conditions, together with the Proposal, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal or to a Customer solicitation to which the Proposal responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price and Payment Terms. The Contract Price is U.S. \$24,948.98, which includes freight. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within thirty (30) days after the invoice date. In the event of a billing dispute, the Customer reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of Seller, the Customer agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due. All billing shall be invoiced to the Boone County Sheriff Department. Title to the equipment or parts will pass to Customer upon shipment. Title to software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the equipment or parts to the Customer. Seller will pack and ship all equipment, parts or software in accordance with good commercial practices. Seller will deliver equipment within 14 days after receipt of order.

3. Software. If this transaction involves software, any software owned by Seller ("Motorola Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-Motorola Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-Motorola Software.

4. Express Limited Warranty and Warranty Disclaimer. Motorola Software is warranted in accordance with the SLA. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THE SLA AS TO THE END USER OF EACH SUCH PRODUCT. For one year from the date of shipment, Seller warrants that the equipment and parts under normal use and service are free from material defects in material and workmanship. These warranties do not apply to (i) defects or damage resulting from: use of the equipment, part, or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Seller; or Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship equipment or parts to the repair depot; (vi) scratches or other cosmetic damage to equipment surfaces that does not affect the operation of the equipment; and (vii) normal or customary wear and tear. These express limited warranties are extended by Seller to the original user purchasing the products for commercial, industrial, or governmental use only, and are not assignable or transferable. If Customer gives notice of a valid warranty claim before the expiration of the warranty period, Seller will (at its option and at no additional charge to Customer) repair the defective product, replace it with the same or equivalent product, or refund the price of the defective product. This action will be the full extent of Seller's liability for a warranty claim. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Seller. THESE WARRANTIES ARE THE COMPLETE WARRANTIES AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute"). (i) This Agreement will be governed by and construed in accordance with the laws of the State in which the products are delivered. (ii) Either party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the parties will proceed to mediation. (iii) The parties will choose an independent mediator within thirty (30) days of a notice to mediate from either party ("Notice of Mediation"). Neither party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either party may request that American Arbitration Association nominate a mediator. Each party will bear its own costs of mediation, but the parties will share the cost of the mediator equally. Each party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. (iv) If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either party may then submit the Dispute to a court of competent jurisdiction in the state in which the products are delivered. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement. (v) All communications pursuant to subsections (ii) and (iii) will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either party. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. LIMITATION OF LIABILITY. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.

7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. The obligations of this Section shall not apply to confidential information which must be disclosed pursuant to any law (including, but not limited to any Freedom of Information Act law). If disclosure is requested or demanded as to any confidential information pursuant to any law, the party receiving the request or demand shall provide the other party with prompt notice to enable the other party to seek protective legal remedies and the party receiving the request shall reasonably cooperate in connection therewith. Seller, any copyright owner of Non-Motorola Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. Assignability and Subcontracting. Except as provided herein, neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Seller may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Seller separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Seller may, without the prior written consent of the other party and at no additional cost to Seller, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Seller and its affiliates, to the extent applicable) following the Separation Event. Seller may subcontract any of the work, but subcontracting will not relieve Seller of its duties under this Agreement.

9. Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products. Customer will obtain and comply with all FCC licenses and authorizations required for the installation, operation and use of the products. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

Boone County, Missouri

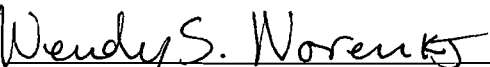
By: Boone County Commission

By: 
Name and Title: Kenneth M. Pearson

Presiding Commissioner

Date: 05/25/2010

ATTEST:


Wendy S. Noren, County Clerk


APPROVED AS TO FORM:


County Counselor

Motorola, Inc.

By: _____
Name and Title: _____
Date: _____

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligations(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.)

 5/14/10 24948.98 2901-92300
Signature Date Appropriation Amount

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 10

In the County Commission of said county, on the 25th day of May 20 10


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

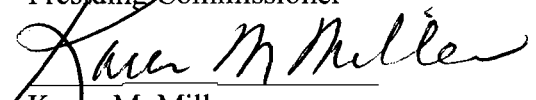
Now on this day the County Commission of the County of Boone does hereby approve the grant application by the Prosecuting Attorney's Office for the VOCA Grant, project title Victim Response Team, in the amount of \$69,089.71. It is further ordered the Presiding Commissioner is hereby authorized to sign said grant application.

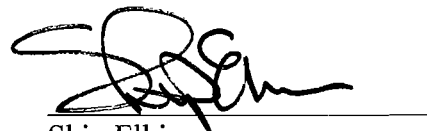
Done this 25th day of May, 2010.

ATTEST:

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


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner



Office of the Boone County Prosecuting Attorney

DANIEL K. KNIGHT, Prosecutor

705 E. Walnut Street – Courthouse
Columbia, Missouri 65201-4485

573-886-4100
FAX: 573-886-4148

DATE: May 24, 2010

TO: Commissioner Pearson
Commissioner Miller
Commissioner Elkin

FROM: Boone County Prosecuting Attorney

RE: VOCA Grant Award Application

We respectfully request your approval to apply for VOCA (Victims of Crime Act) grant funds for our Victim Response Team through the Department of Public Safety in the amount of \$69,089.71. We have been receiving funds for the Victim Response Team since 1993. The local match of \$17,272.42 is derived from the existing salary of the Victim Assistant. The grant funds will be used for the salary of our Victim Specialist and a part time Case Specialist who will focus on felony case victims.

We anticipate serving over 3000 victims in the next grant cycle.

Thank you for your consideration of this request.

VOCA APPLICATION SUMMARY REPORT

Agency Name Boone County Prosecuting Attorney **Program Title** Victim Response Team

Authorized Official Name and Address
 Name: Kenneth Pearson
 Address: 801 E. Walnut Street
 City: Columbia
 State/Zip: MO 65201
 E-Mail: kpearson@boonecountymmo.org
 Phone Number: (573) 886 - 4305
 Fax Number: (573) 886 - 3311

Project Director Name and Address
 Name: Bonnie J. Adkins
 Address: 705 E. Walnut Street
 City: Columbia
 State/Zip: MO 65201-4485
 E-Mail: badkins@boonecountymmo.org
 Phone Number: (573) 886 - 4112
 Fax Number: (573) 886 - 4148

Contact Person Name and Address
 Name: Bonnie J. Adkins
 Address: 705 E. Walnut Street
 City: Columbia
 State/Zip: MO 65201-4485
 E-Mail: badkins@boonecountymmo.org
 Phone Number: (573) 886 - 4112
 Fax Number: (573) 886 - 4148

Total Amount of VOCA Funds Requested \$ 69089.71

Prorate the VOCA Funds Requested (give dollar amount and percentage) by types of victims to be served: (Please give your best estimates.)
 \$ 24,181.39 35 % Domestic Violence \$ 2,763.58 4 % Child Abuse \$ 2,072.69 3 % Sexual Assault
 \$ 40,072.05 58 % Total Underserved and Other (Break out the total of Underserved and Other victims and prorate total below)

Prorated Amounts and % of Underserved (\$ and % must equal \$ and % of Total Underserved and Other above):

Description of Underserved/Other	Prorated \$ Amount	% Of Total Underserved and Other
Burgl/Stealing/Forgery/Tamper	\$ 14,025.21	35.00 %
Assault (Non-domestic) Peace Disturbance	\$ 9,617.30	24.00 %
Property Damage/Trespass/Other Property Crimes	\$ 14,425.93	36.00 %
ACA/UUW (Weapons Offenses)	\$ 801.45	2.00 %
Underserved Victims	\$ 1,202.16	3.00 %

Indicate the anticipated number of victims to be served by this VOCA funded project: 3,000 Total Victims of Crime _____ Hotline Calls
 (Not hotline calls)
 If a domestic violence shelter, indicate the anticipated breakdown of residential _____ Women _____ Children _____ Men
 non-residential victims to be served, and the anticipated number of _____ Bednights
 bednights provided for this VOCA funded project

Geographic Area(s) to be served by this VOCA project: Boone County, Missouri

The requested VOCA funds will be used to: Fund a New Project Expand/Enhance an Existing Project Continue a Previously Funded VOCA Project

Give a brief summary of the VOCA project. (Please type the description on this form.)
 The Victim Response Team is dedicated to addressing the needs of crime victims in Boone County. The Victim Specialist and Victim Assistant provide basic and comprehensive services to victims of crime. With the addition of the Case Specialist, victims of felony crimes will receive special attention. These services are designed to minimize harm to victims through the provision of information, advocacy and support during the investigation, prosecution and disposition of criminal cases.



APPLICATION FOR FUNDING

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.us



265-2010

SECTION 1 - INSTRUCTIONS
SECTION 2 - GRANT PROGRAMS
SECTION 3 - APPLICANT AGENCY
SECTION 4 - APPLICANT AUTHORIZED OFFICIAL
SECTION 5 - APPLICANT PROJECT DIRECTOR
SECTION 6 - APPLICANT FISCAL OFFICER
SECTION 7 - NON-PROFIT BOARD CHAIRPERSON (IF APPLICABLE)
SECTION 8 - PROJECT TITLE
SECTION 9 - TYPE OF APPLICATION
SECTION 10 - CURRENT CONTRACT NUMBER(S)
SECTION 11 - APPLICANT AGENCY'S FEDERAL TAX I.D. #
SECTION 12 - PROGRAM CATEGORY
SECTION 13 - CONTRACT PERIOD
SECTION 14 - TYPE OF PROJECT
SECTION 15 - PROGRAM INCOME
SECTION 16 - BUDGET
SECTION 17 - AUTHORIZED OFFICIAL'S SIGNATURE

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

INSTRUCTIONS

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. 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, if not known list TBH). 4. Show Gross Monthly Salary for each individual and show the Percent of Time to be funded by this grant. The minimum % of time that may be budgeted on the grant is 10%. We will not fund any position that is listed as less than 10%. 5. The Total Costs should be calculated as follows:
(Salary/Month) x (% of Grant Funded time) x (Months to be Employed). | <ol style="list-style-type: none"> 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. 7. Under the column entitled Basis for Cost Estimate, enter the formula for computing the cost for each fringe benefit. All fringe benefits provided must be itemized and prorated based upon the % of grant funded time. 8. Enter the total in the Total Cost column. |
|--|--|

TITLE OR POSITION	NAME OF INDIVIDUAL	SALARY PER MONTH	FT OR PT	% OF GRANT FUNDED TIME	MONTHS TO BE EMPLOYED	TOTAL COST
Victim Specialist	Mark Koch	3,719.73	FT	94.00%	12.00	42,089.71
Victim Assistant	Joyce Thomasson	1,436.36	FT	56.75%	12.00	17,272.42
Case Specialist	To Be Hired	2,083.33	PT	100.00%	12.00	25,000.00
				0.00%		
				0.00%		
				0.00%		
				0.00%		
				0.00%		
				0.00%		
				0.00%		
				0.00%		
				0.00%		
SUBTOTAL						\$ 84,362.13

FRINGE BENEFITS	BASIS FOR COST ESTIMATE (must be prorated based on % of grant funded time)	
F.I.C.A. & Medicare (.0765)	\$25,000.00 X .0765	\$1912.50
PENSION/RETIREMENT		
LIFE INSURANCE		
MEDICAL INSURANCE		
UNEMPLOYMENT COMPENSATION		
WORKERS' COMPENSATION LIAB.	\$25,000.00 X .0035	\$87.50
OTHER (PLEASE IDENTIFY)		
SUBTOTAL		\$ 84,362.13

State/Federal Share	\$ 69,089.71	TOTAL PERSONNEL COST	\$ 86,362.13
Local Match Share	\$ 17,272.42		

PERSONNEL INFORMATION

Grant Project Staff Only

Staff Member	Brief List of Experience and Current Job Responsibilities
1. <u>Mark Koch</u> (Name) <u>Victim Specialist</u> (Title)	Licensed Occupational Therapist. Over 10 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. <u>Joyce Thomasson</u> (Name) <u>Victim Assistant</u> (Title)	Bachelor of Arts in Psychology. Over 5 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. <u>To be hired</u> (Name) <u>Case Specialist</u> (Title)	The Case Specialist will focus on victims of felony cases as well as underserved victims. Felony cases are more complicated and the victims often require additional time and emotional support. The Case Specialist would anticipate victim's needs, provide for their safety and security while minimizing the traumatic impact of participation in the justice system.
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.
- Effectively communicate with victims of crime that are undergoing emotional trauma.
- 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:

- Effectively communicate with victims of crime that are undergoing emotional trauma.
- 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 post-conviction 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

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

CASE SPECIALIST
VICTIM RESPONSE TEAM
STATUS: FULL-TIME

RESPONSIBILITIES:

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

- Review felony cases which include murders, robberies, assaults & sex crimes to identify victims of crime.
- Effectively communicate with victims of crime that are undergoing emotional trauma.
- Interview victims to assist them to prepare for testifying in court.
- Provide crisis intervention and case management assistance for victims of felony crimes and their families
- Facilitate communication between the crime victim and the designated Assistant Prosecuting Attorney
- Prepare reports on victim interviews
- 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
- Provide crime victims and their families with information regarding post-conviction victim services

- ***Any other duties as designated by the Chief Investigator, Office Administrator or Prosecuting Attorneys.***

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

High School Diploma and a minimum of 5 years related experience and/or training; equivalent combination of education & experience

Victim related experience preferred

Clear criminal record (excluding minor traffic violations)

Excellent oral and written communication skills

Possess a valid driver's license

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

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.

Prosecuting Attorney – Combined Budget Summary

**Department Numbers 1261, 1262, 1263, 1264, 2600,
2610, 2620, 2630, 2640, 2903, 2971, 2981**

Description of Funding Sources

The Boone County Prosecuting Attorney provides services that are primarily funded with appropriations from the General Fund and supplemented with additional revenues derived from a variety of special revenues funds. The funding sources include the following:

- General Fund
 - Prosecuting Attorney general operations (1261)
 - Victim & Witness (1262)
 - Prosecuting Attorney Retirement (1264)
 - Child Support Enforcement (1263)

- PA Training Fund (2600)
- PA Tax Collection Fund (2610)
- PA Contingency Fund (2620)
- PA Bad Check Collection Fund (2630)
- PA Forfeiture Fund (2640)
- Law Enforcement Services Fund (2903)
- PA – Violence Against Women Grant (Federal Stimulus/ARRA grant; 2971)
- Justice Assistance Grant (JAG) – PA (Federal Stimulus/ARRA grant; 2981)

The budgets for these various resources are combined and presented on the following pages as follows:

- Operations of the Prosecuting Attorney’s Office (1261, 1262, 1264, 2600, 2620, 2640, 2903, 2971, 2981)
- Child Support Enforcement (1263)
- PA Tax Collection (2610)
- PA Bad Check Collection (2630)

Prosecuting Attorney Summary

**Dept. No. 1261, 1262, 1263,
1264, 2600, 2610, 2620,2630,
2640, 2903, 2971, 2981**

The County Commission establishes and approves the appropriations for all budgets except for the PA Tax Collection Fund and the PA Bad Check Fund; these budgets are established and approved by the Prosecuting Attorney.

Budget Summary

Fund	Dept	Department Name	2008	2009	2010	2010	2010	2010
			Actual	Projected	Class 1 Personal Services	Classes 2-8 Other Services and Charges	Class 9 Capital Outlay	Total
100	1261	Prosecuting Attorney	\$ 1,564,385	\$ 1,567,127	\$ 1,361,629	\$ 216,893	\$ -	\$ 1,578,522
100	1262	Victim Witness	174,106	159,948	117,672	20,699	-	138,371
100	1263	IV-D Child Support	504,890	463,481	346,003	46,454	-	392,457
100	1264	PA Retirement	7,752	7,752	-	7,752	-	7,752
260	2600	PA Training	4,314	5,730	-	5,844	-	5,844
261	2610	PA Tax Collection	27,688	48,211	47,764	1,785	-	49,549
262	2620	PA Contingency	19,113	20,000	-	20,000	-	20,000
263	2630	PA Bad Check Collections	131,869	108,402	104,979	6,620	-	111,599
264	2640	PA Forfeiture Money	2,278	13,500	-	13,500	-	13,500
290	2903	PA-Law Enf Sales Tax	280,478	281,295	277,680	5,528	-	283,208
297	2971	PA-Violence Agnst Women	-	31,655	120,568	-	-	120,568
298	2981	JAG Recovery Act/Stimulus	-	13,204	11,224	-	-	11,224
Total			\$ 2,716,873	\$ 2,720,305	\$ 2,387,519	\$ 345,075	\$ -	\$ 2,732,594

Personnel Summary

Fund	Dept	Department Name	2008	2009	2010
			Full-time Equivalent	Full-time Equivalent	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	7.50
100	1264	PA Retirement	-	-	-
260	2600	PA Training	-	-	-
261	2610	PA Tax Collection	0.75	1.25	1.25
262	2620	PA Contingency	-	-	-
263	2630	PA Bad Check Collections	2.18	1.68	1.68
264	2640	PA Forfeiture Money	-	-	-
290	2903	PA-Law Enf Sales Tax	5.00	5.00	5.00
297	2971	PA-Violence Agnst Women	-	2.00	2.00
298	2981	JAG Recovery Act/Stimulus	-	0.24	0.20
Total FTEs			42.25	44.49	42.70

Prosecuting Attorney

Department Numbers 1261, 1262, 1264, 2600, 2620, 2640, 2903, 2971, 2981

Mission

The Prosecuting Attorney is an elected official who represents the State of Missouri in all criminal matters arising within Boone County. The Prosecuting Attorney's Office also provides the following additional services: enforcement of orders for child support payment, tax collections on behalf of the State of Missouri, Non-Sufficient Funds (NSF) check collections, and operation of the victim-witness unit (see departments number 1263, 2610, 2630, and 1262, respectively). Additional funding is provided for the Prosecuting Attorney's Office through the Law Enforcement Services Fund (refer to department number 2903).

Budget Highlights

General Fund (Dept. Nos. 1261, 1262, 1264): There are no significant changes to these budgets.

PA Forfeiture Fund (Dept. Nos. 2640): There are no significant changes to this budget.

PA Training Fund (Dept. No. 2600): There are no significant changes to this budget.

Law Enforcement Services Fund- PA (Dept. No. 2903): There are no significant changes to this budget.

PA- Violence Against Women Grant (Stimulus/ARRA grant; Dept. No. 2971): This grant was awarded to the County mid-year 2009 and funds a full-time Asst. Prosecuting Attorney and a full-time Investigator and related computer equipment.

Performance Measures

Performance Measure	2008	2009	2010
	Actual	Estimated	Projected
Number of Felonies Filed	1,496	1,495	1,500
Number of Misdemeanors Filed	4,379	4,950	4,900
Number of Traffic Cases Filed	4,304	4,300	4,300
Total Number of Cases Filed	10,179	10,745	10,700

Prosecuting Attorney

**Dept. Nos. 1261, 1262,
1264, 2600, 2620, 2640,
2903, 2971, 2981**

Annual Budget – 1261

1261 PROSECUTING ATTORNEY 100 GENERAL FUND		2008	2009	2009	2010	2010	2010	%CHG
ACCT	DESCRIPTION	ACTUAL	BUDGET + REVISIONS	PROJECTED	CORE REQUEST	SUPPLEMENTAL REQUEST	ADOPTED BUDGET	FROM PY BUD
3411	INTERGOVERNMENTAL REVENUE FEDERAL GRANT REIMBURSE	64,252	58,855	58,855	58,855	0	58,855	0
	SUBTOTAL *****	64,252	58,855	58,855	58,855	0	58,855	0
	CHARGES FOR SERVICES							
3528	REIMB PERSONNEL/PROJECTS	30,477	30,484	25,775	25,775	0	25,775	15-
3560	COLLECTION FEES	47,096	50,000	40,000	40,000	0	40,000	20-
3574	P.A. FEES	132,346	118,000	136,000	135,000	0	135,000	14
	SUBTOTAL *****	209,919	198,484	201,775	200,775	0	200,775	1
	MISCELLANEOUS							
	SUBTOTAL *****	0	0	0	0	0	0	0
	TOTAL REVENUES *****	274,172	257,339	260,630	259,630	0	259,630	0
	PERSONAL SERVICES							
10100	SALARIES & WAGES	1,108,048	1,115,540	1,091,938	1,108,447	0	1,108,447	0
10110	OVERTIME	24,225	29,500	29,500	29,500	0	29,500	0
10120	HOLIDAY WORKED	661	750	750	750	0	750	0
10200	FICA	83,859	87,653	84,257	87,110	0	87,110	0
10300	HEALTH INSURANCE	106,020	106,020	106,020	106,020	0	106,020	0
10325	DISABILITY INSURANCE	3,880	4,239	4,239	4,101	0	4,101	3-
10350	LIFE INSURANCE	1,169	1,182	1,182	1,182	0	1,182	0
10375	DENTAL INSURANCE	7,945	7,945	7,945	7,945	0	7,945	0
10400	WORKERS COMP	7,946	6,936	6,936	5,540	0	5,540	20-
10500	401 (A) MATCH PLAN	9,410	13,057	9,048	7,834	0	7,834	40-
10510	CERF-EMPLOYER PD CONTRIBUTION	2,914	3,200	2,924	0	0	3,200	0
	SUBTOTAL *****	1,356,080	1,376,022	1,344,739	1,358,429	0	1,361,629	1-
	MATERIALS & SUPPLIES							
22500	SUBSCRIPTIONS/PUBLICATIONS	24,233	21,371	23,800	24,698	0	24,698	15
23000	OFFICE SUPPLIES	10,660	14,858	14,858	12,396	0	12,396	16-
23001	PRINTING	497	1,378	1,265	1,193	0	1,193	13-
23050	OTHER SUPPLIES	275	250	329	250	0	250	0
23300	UNIFORMS	100	100	100	100	0	100	0
23850	MINOR EQUIP & TOOLS (<\$1000)	275	275	346	275	0	275	0
	SUBTOTAL *****	36,042	38,232	40,698	38,912	0	38,912	1
	DUES TRAVEL & TRAINING							
37000	DUES	4,355	4,455	5,235	5,260	0	5,260	18
37200	SEMINARS/CONFEREN/MEETING	880	1,290	1,275	1,745	0	1,745	35
37220	TRAVEL (AIRFARE, MILEAGE, ETC)	712	935	935	935	0	935	0
37230	MEALS & LODGING-TRAINING	2,010	2,966	2,500	3,347	0	3,347	12
	SUBTOTAL *****	7,957	9,646	9,945	11,287	0	11,287	17
	UTILITIES							
48000	TELEPHONES	9,353	13,172	12,000	12,000	0	12,000	8-
48050	CELLULAR TELEPHONES	812	960	678	648	0	648	32-
	SUBTOTAL *****	10,165	14,132	12,678	12,648	0	12,648	10-
	VEHICLE EXPENSE							
59000	MOTORFUEL/GASOLINE	7,498	9,600	5,500	5,400	0	5,400	43-
59030	MOTOR VEHICLE LICENSE FEE	83	111	129	59	0	59	46-
59100	VEHICLE REPAIRS	2,266	1,500	1,500	1,500	0	1,500	0
59105	TIRES	548	690	731	690	0	690	0
59200	LOCAL MILEAGE	356	1,100	500	1,000	0	1,000	9-
	SUBTOTAL *****	10,752	13,001	8,360	8,649	0	8,649	33-
	EQUIP & BLDG MAINTENANCE							
60050	EQUIP SERVICE CONTRACT	3,517	3,707	3,630	3,632	0	3,632	2-

Prosecuting Attorney

Dept. Nos. 1261, 1262, 1264, 2600, 2620, 2640, 2903, 2971, 2981

1261 PROSECUTING ATTORNEY
100 GENERAL FUND

ACCT DESCRIPTION	2008 ACTUAL	2009 BUDGET + REVISIONS	2009 PROJECTED	2010 CORE REQUEST	2010 SUPPLEMENTAL REQUEST	2010 ADOPTED BUDGET	%CHG FROM PY BUD
60200 EQUIP REPAIRS/MAINTENANCE	45	200	100	200	0	200	0
SUBTOTAL *****	3,562	3,907	3,730	3,832	0	3,832	1-
CONTRACTUAL SERVICES							
71000 INSURANCE AND BONDS	165	0	50	0	0	0	0
71100 OUTSIDE SERVICES	435	1,000	100	1,000	0	1,000	0
71500 BUILDING USE/RENT CHARGE	139,020	146,621	146,621	140,360	0	140,360	4-
71600 EQUIP LEASES & METER CHRG	204	205	206	205	0	205	0
SUBTOTAL *****	139,824	147,826	146,977	141,565	0	141,565	4-
FIXED ASSET ADDITIONS							
SUBTOTAL *****	0	0	0	0	0	0	0
TOTAL EXPENDITURES *****	1,564,385	1,602,766	1,567,127	1,575,322	0	1,578,522	1-

Decimal values have been truncated.

Prosecuting Attorney

**Dept. Nos. 1261, 1262,
1264, 2600, 2620, 2640,
2903, 2971, 2981**

Annual Budget – 1262

1262 VICTIM WITNESS
100 GENERAL FUND

ACCT	DESCRIPTION	2008 ACTUAL	2009 BUDGET + REVISIONS	2009 PROJECTED	2010 CORE REQUEST	2010 SUPPLEMENTAL REQUEST	2010 ADOPTED BUDGET	%CHG FROM PY BUD
3411	INTERGOVERNMENTAL REVENUE FEDERAL GRANT REIMBURSE	44,028	42,089	42,090	31,567	0	31,567	24-
	SUBTOTAL *****	44,028	42,089	42,090	31,567	0	31,567	24-
3826	MISCELLANEOUS PRIOR YEAR COST REPAYMENT	4,163	0	0	0	0	0	0
	SUBTOTAL *****	4,163	0	0	0	0	0	0
	TOTAL REVENUES *****	48,192	42,089	42,090	31,567	0	31,567	24-
10100	PERSONAL SERVICES SALARIES & WAGES	112,527	111,737	112,171	111,737	0	100,577	9-
10110	OVERTIME	597	750	250	500	0	500	33-
10200	FICA	4,935	5,190	6,376	8,586	0	5,171	0
10300	HEALTH INSURANCE	9,500	9,500	9,500	14,250	0	9,500	0
10325	DISABILITY INSURANCE	228	251	251	413	0	248	1-
10350	LIFE INSURANCE	130	106	106	159	0	106	0
10375	DENTAL INSURANCE	712	712	712	1,068	0	712	0
10400	WORKERS COMP	350	297	297	392	0	195	34-
10500	401(A) MATCH PLAN	650	1,105	625	1,053	0	663	40-
10600	UNEMPLOYMENT BENEFITS	0	412	0	0	0	0	0
	SUBTOTAL *****	129,632	130,060	130,288	138,158	0	117,672	9-
22500	MATERIALS & SUPPLIES SUBSCRIPTIONS/PUBLICATIONS	303	448	448	415	0	415	7-
23000	OFFICE SUPPLIES	1,317	1,817	1,917	1,940	0	1,940	6
23001	PRINTING	121	100	330	140	0	140	40
23050	OTHER SUPPLIES	0	250	150	250	0	250	0
23850	MINOR EQUIP & TOOLS (<\$1000)	627	750	550	750	0	750	0
	SUBTOTAL *****	2,369	3,365	3,395	3,495	0	3,495	3
37000	DUES TRAVEL & TRAINING DUES	275	325	400	400	0	400	23
37200	SEMINARS/CONFEREN/MEETING	260	180	647	330	0	330	83
37220	TRAVEL (AIRFARE, MILEAGE, ETC)	235	330	265	182	0	182	44-
37230	MEALS & LODGING-TRAINING	604	340	602	442	0	442	30
	SUBTOTAL *****	1,374	1,175	1,914	1,354	0	1,354	15
48000	UTILITIES TELEPHONES	1,831	2,150	1,851	1,850	0	1,850	13-
	SUBTOTAL *****	1,831	2,150	1,851	1,850	0	1,850	13-
	CONTRACTUAL SERVICES							
	SUBTOTAL *****	0	0	0	0	0	0	0
84010	OTHER RECEPTION/MEETINGS	0	150	150	150	0	150	0
84600	COURT COSTS	5,802	4,500	3,000	3,500	0	3,500	22-
84700	WITNESS EXPENSES	21,485	11,500	13,000	5,500	0	5,500	52-
84800	TRANSCRIPTS-CRIMINAL	11,610	6,350	6,350	4,850	0	4,850	23-
	SUBTOTAL *****	38,897	22,500	22,500	14,000	0	14,000	37-
	TOTAL EXPENDITURES *****	174,106	159,250	159,948	158,857	0	138,371	13-

Decimal values have been truncated.

Prosecuting Attorney

**Dept. Nos. 1261, 1262,
1264, 2600, 2620, 2640,
2903, 2971, 2981**

Annual Budget – 1264

1264 PA RETIREMENT 100 GENERAL FUND		2008	2009	2009	2010	2010	2010	%CHG
ACCT	DESCRIPTION	ACTUAL	BUDGET + REVISIONS	PROJECTED	CORE REQUEST	SUPPLEMENTAL REQUEST	ADOPTED BUDGET	FROM PY BUD
86790	MO PROSECUTOR'S RETIREMEN OTHER	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

Decimal values have been truncated.

Annual Budget – 2600

2600 PA TRAINING 260 PA TRAINING FUND		2008	2009	2009	2010	2010	2010	%CHG
ACCT	DESCRIPTION	ACTUAL	BUDGET + REVISIONS	PROJECTED	CORE REQUEST	SUPPLEMENTAL REQUEST	ADOPTED BUDGET	FROM PY BUD
3540	DEFENDANT CRT COSTS&RECOURPMENT CHARGES FOR SERVICES	4,714	4,950	4,900	4,850	0	4,850	2-
	SUBTOTAL *****	4,714	4,950	4,900	4,850	0	4,850	2-
	INTEREST							
3711	INT-OVERNIGHT	3	5	2	2	0	2	60-
3712	INT-LONG TERM INVEST	54	67	8	8	0	8	88-
3798	INC/DEC IN FV OF INVESTMENTS	86	75	10	10	0	10	86-
	SUBTOTAL *****	144	147	20	20	0	20	86-
	TOTAL REVENUES *****	4,859	5,097	4,920	4,870	0	4,870	4-
	DUES TRAVEL & TRAINING							
37200	SEMINARS/CONFEREN/MEETING	610	1,830	1,830	1,840	0	1,840	0
37210	TRAINING/SCHOOLS	960	0	0	0	0	0	0
37220	TRAVEL (AIRFARE, MILEAGE, ETC)	621	975	993	910	0	910	6-
37230	MEALS & LODGING-TRAINING	2,123	2,927	2,907	3,094	0	3,094	5
	SUBTOTAL *****	4,314	5,732	5,730	5,844	0	5,844	1
	TOTAL EXPENDITURES *****	4,314	5,732	5,730	5,844	0	5,844	1

Decimal values have been truncated.

Prosecuting Attorney

**Dept. Nos. 1261, 1262,
1264, 2600, 2620, 2640,
2903, 2971, 2981**

Annual Budget – 2620

2620 PA CONTINGENCY								%CHG
262 PA CONTINGENCY FUND								FROM
ACCT	DESCRIPTION	2008 ACTUAL	2009 BUDGET + REVISIONS	2009 PROJECTED	2010 CORE REQUEST	2010 SUPPLMENTAL REQUEST	2010 ADOPTED BUDGET	PY BUD
	CHARGES FOR SERVICES							
3569	OTHER FEES	18,028	20,000	19,253	20,000	0	20,000	0
	SUBTOTAL *****	18,028	20,000	19,253	20,000	0	20,000	0
	INTEREST							
3711	INT-OVERNIGHT	7	12	5	5	0	5	58-
3712	INT-LONG TERM INVEST	106	180	65	65	0	65	63-
3798	INC/DEC IN FV OF INVESTMENTS	178	314	35	35	0	35	88-
	SUBTOTAL *****	292	506	105	105	0	105	79-
	TOTAL REVENUES *****	18,320	20,506	19,358	20,105	0	20,105	1-
	CONTRACTUAL SERVICES							
71105	LEGAL SERVICES	0	0	0	500	0	500	0
	SUBTOTAL *****	0	0	0	500	0	500	0
	OTHER							
84600	COURT COSTS	2,240	2,500	2,500	3,000	0	3,000	20
84700	WITNESS EXPENSES	6,459	6,000	8,000	6,500	0	6,500	8
84800	TRANSCRIPTS-CRIMINAL	10,433	11,000	9,500	9,500	0	9,500	13-
85400	CRIMINAL INVESTIGATION	0	500	0	500	0	500	0
	SUBTOTAL *****	19,133	20,000	20,000	19,500	0	19,500	2-
	TOTAL EXPENDITURES *****	19,133	20,000	20,000	20,000	0	20,000	0

Decimal values have been truncated.

Annual Budget – 2640

2640 PA FORFEITURE MONEY								%CHG
264 PA FORFEITURE FUND								FROM
ACCT	DESCRIPTION	2008 ACTUAL	2009 BUDGET + REVISIONS	2009 PROJECTED	2010 CORE REQUEST	2010 SUPPLMENTAL REQUEST	2010 ADOPTED BUDGET	PY BUD
	INTEREST							
3711	INT-OVERNIGHT	10	20	5	5	0	5	75-
3712	INT-LONG TERM INVEST	143	125	75	75	0	75	40-
3798	INC/DEC IN FV OF INVESTMENTS	280	250	25	25	0	25	90-
	SUBTOTAL *****	434	395	105	105	0	105	73-
	TOTAL REVENUES *****	434	395	105	105	0	105	73-
	DUES TRAVEL & TRAINING							
37200	SEMINARS/CONFEREN/MEETING	575	575	0	575	0	575	0
37220	TRAVEL (AIRFARE, MILEAGE, ETC)	596	750	0	750	0	750	0
37230	MEALS & LODGING-TRAINING	1,106	1,125	0	1,125	0	1,125	0
	SUBTOTAL *****	2,278	2,450	0	2,450	0	2,450	0
	CONTRACTUAL SERVICES							
71100	OUTSIDE SERVICES	0	11,050	0	11,050	0	11,050	0
	SUBTOTAL *****	0	11,050	0	11,050	0	11,050	0
	TOTAL EXPENDITURES *****	2,278	13,500	0	13,500	0	13,500	0

Decimal values have been truncated.

Prosecuting Attorney

**Dept. Nos. 1261, 1262,
1264, 2600, 2620, 2640,
2903, 2971, 2981**

Annual Budget - 2903

2903 PROSECUTING ATRRNY-LE SALES TX
290 LAW ENFORCEMENT SERVICES FUND

ACCT	DESCRIPTION	2008 ACTUAL	2009 BUDGET + REVISIONS	2009 PROJECTED	2010 CORE REQUEST	2010 SUPPLEMENTAL REQUEST	2010 ADOPTED BUDGET	%CHG FROM PY BUD
	PERSONAL SERVICES							
10100	SALARIES & WAGES	225,580	226,782	226,258	226,782	0	226,782	0
10110	OVERTIME	3,055	3,500	2,500	2,500	0	2,500	28-
10120	HOLIDAY WORKED	21	100	100	100	0	100	0
10200	FICA	16,753	17,624	16,971	17,547	0	17,547	0
10300	HEALTH INSURANCE	23,750	23,750	23,750	23,750	0	23,750	0
10325	DISABILITY INSURANCE	795	852	852	839	0	839	1-
10350	LIFE INSURANCE	264	265	265	265	0	265	0
10375	DENTAL INSURANCE	1,780	1,780	1,780	1,780	0	1,780	0
10400	WORKERS COMP	1,206	1,013	1,013	802	0	802	20-
10500	401(A) MATCH PLAN	1,300	2,925	1,300	1,755	0	1,755	40-
10510	CERF-EMPLOYER PD CONTRIBUTION	1,385	1,560	1,404	0	0	1,560	0
	SUBTOTAL *****	275,891	280,151	276,193	276,120	0	277,680	0
	MATERIALS & SUPPLIES							
23000	OFFICE SUPPLIES	901	1,000	1,000	1,000	0	1,000	0
	SUBTOTAL *****	901	1,000	1,000	1,000	0	1,000	0
	DUES TRAVEL & TRAINING							
37000	DUES	755	910	1,010	1,110	0	1,110	21
37200	SEMINARS/CONFEREN/MEETING	240	480	585	460	0	460	4-
37220	TRAVEL (AIRFARE, MILEAGE, ETC)	317	332	265	364	0	364	9
37230	MEALS & LODGING-TRAINING	519	918	382	734	0	734	20-
	SUBTOTAL *****	1,831	2,640	2,242	2,668	0	2,668	1
	UTILITIES							
48000	TELEPHONES	1,852	1,896	1,860	1,860	0	1,860	1-
	SUBTOTAL *****	1,852	1,896	1,860	1,860	0	1,860	1-
	FIXED ASSET ADDITIONS							
	SUBTOTAL *****	0	0	0	0	0	0	0
	TOTAL EXPENDITURES *****	280,478	285,687	281,295	281,648	0	283,208	0

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Prosecuting Attorney

**Dept. Nos. 1261, 1262,
1264, 2600, 2620, 2640,
2903, 2971, 2981**

Annual Budget - 2971

2971 PA - VIOLENCE AGAINST WOMEN 297 RECOVERY ACT GRANTS - REIMB								%CHG FROM FY BUD
ACCT	DESCRIPTION	2008 ACTUAL	2009 BUDGET + REVISIONS	2009 PROJECTED	2010 CORE REQUEST	2010 SUPPLEMENTAL REQUEST	2010 ADOPTED BUDGET	
	INTERGOVERNMENTAL REVENUE							
3411	FEDERAL GRANT REIMBURSE	0	62,591	31,393	121,127	0	121,127	93
	SUBTOTAL *****	0	62,591	31,393	121,127	0	121,127	93
	TOTAL REVENUES *****	0	62,591	31,393	121,127	0	121,127	93
	PERSONAL SERVICES							
10100	SALARIES & WAGES	0	50,550	24,016	101,088	0	101,088	99
10110	OVERTIME	0	0	262	0	0	0	0
10200	FICA	0	3,867	1,835	7,733	0	7,733	99
10300	HEALTH INSURANCE	0	4,881	3,167	9,500	0	9,500	94
10325	DISABILITY INSURANCE	0	196	89	374	0	374	90
10350	LIFE INSURANCE	0	54	36	106	0	106	96
10375	DENTAL INSURANCE	0	367	237	712	0	712	94
10400	WORKERS COMP	0	232	150	353	0	353	52
10500	401(A) MATCH PLAN	0	651	225	702	0	702	7
	SUBTOTAL *****	0	60,798	30,017	120,568	0	120,568	98
	FIXED ASSET ADDITIONS							
91301	COMPUTER HARDWARE	0	1,380	1,225	0	0	0	0
91302	COMPUTER SOFTWARE	0	413	413	0	0	0	0
	SUBTOTAL *****	0	1,793	1,638	0	0	0	0
	TOTAL EXPENDITURES *****	0	62,591	31,655	120,568	0	120,568	92

Decimal values have been truncated.

Prosecuting Attorney

**Dept. Nos. 1261, 1262,
1264, 2600, 2620, 2640,
2903, 2971, 2981**

Annual Budget - 2981

2981 JAG - RECOVERY ACT/STIMULUS
298 RECOVERY ACT STIMULUS FUND

ACCT	DESCRIPTION	2008 ACTUAL	2009 BUDGET + REVISIONS	2009 PROJECTED	2010 CORE REQUEST	2010 SUPPLIMENTAL REQUEST	2010 ADOPTED BUDGET	%CHG FROM PY BUD
	INTERGOVERNMENTAL REVENUE							
3411	FEDERAL GRANT REIMBURSE	0	327,978	289,611	11,224	0	11,224	96-
	SUBTOTAL *****	0	327,978	289,611	11,224	0	11,224	96-
	INTEREST							
3711	INT-OVERNIGHT	0	0	26	0	0	0	0
3712	INT-LONG TERM INVEST	0	0	257	0	0	0	0
	SUBTOTAL *****	0	0	283	0	0	0	0
	TOTAL REVENUES *****	0	327,978	289,894	11,224	0	11,224	96-
	PERSONAL SERVICES							
10100	SALARIES & WAGES	0	22,598	12,020	0	0	10,383	54-
10120	HOLIDAY WORKED	0	0	195	0	0	0	0
10200	FICA	0	1,729	935	0	0	795	54-
10400	WORKERS COMP	0	99	54	0	0	46	53-
	SUBTOTAL *****	0	24,426	13,204	0	0	11,224	54-
	MATERIALS & SUPPLIES							
23200	AMMUNITION	0	1,860	1,200	0	0	0	0
23850	MINOR EQUIP & TOOLS (<\$1000)	0	13,890	11,600	0	0	0	0
	SUBTOTAL *****	0	15,750	12,800	0	0	0	0
	CONTRACTUAL SERVICES							
71250	FED GRANT PMT TO SUBRECIPIENT	0	196,787	196,786	0	0	0	0
	SUBTOTAL *****	0	196,787	196,786	0	0	0	0
	FIXED ASSET ADDITIONS							
91300	MACHINERY & EQUIPMENT	0	50,176	46,580	0	0	0	0
91301	COMPUTER HARDWARE	0	375	301	0	0	0	0
91302	COMPUTER SOFTWARE	0	2,034	1,850	0	0	0	0
92300	REPLCMNT MACH & EQUIP	0	38,430	18,090	0	0	0	0
	SUBTOTAL *****	0	91,015	66,821	0	0	0	0
	TOTAL EXPENDITURES *****	0	327,978	289,611	0	0	11,224	96-

Decimal values have been truncated.

Child Support Enforcement

Dept. No. 1263

Annual Budget

1263 IV-D 100 GENERAL FUND		2008	2009	2009	2010	2010	2010	%CHG
ACCT	DESCRIPTION	ACTUAL	BUDGET + REVISIONS	PROJECTED	CORE REQUEST	SUPPLMENTAL REQUEST	ADOPTED BUDGET	FROM PY BUD
3465	FEDERAL REIMBURSE EXPENSES	552,445	507,793	482,250	495,050	0	428,744	15-
	SUBTOTAL *****	552,445	507,793	482,250	495,050	0	428,744	15-
	TOTAL REVENUES *****	552,445	507,793	482,250	495,050	0	428,744	15-
	PERSONAL SERVICES							
10100	SALARIES & WAGES	322,026	323,015	322,817	278,605	0	278,605	13-
10110	OVERTIME	4,480	2,500	750	0	0	0	0
10120	HOLIDAY WORKED	67	0	0	0	0	0	0
10200	FICA	22,056	24,902	23,110	21,313	0	21,313	14-
10300	HEALTH INSURANCE	42,750	42,750	42,750	38,000	0	38,000	11-
10325	DISABILITY INSURANCE	1,122	1,204	1,204	1,030	0	1,030	14-
10350	LIFE INSURANCE	470	477	477	424	0	424	11-
10375	DENTAL INSURANCE	3,204	3,204	3,204	2,848	0	2,848	11-
10400	WORKERS COMP	1,730	1,431	1,431	975	0	975	31-
10500	401(A) MATCH PLAN	3,800	5,265	3,900	2,808	0	2,808	46-
	SUBTOTAL *****	401,709	404,748	399,643	346,003	0	346,003	14-
	MATERIALS & SUPPLIES							
22000	POSTAGE	0	2,400	1,920	1,800	0	1,800	25-
22500	SUBSCRIPTIONS/PUBLICATIONS	521	1,780	980	460	0	460	74-
23000	OFFICE SUPPLIES	3,165	2,150	2,150	3,000	0	3,000	39
23001	PRINTING	1,385	250	50	550	0	550	120
23850	MINOR EQUIP & TOOLS (<\$1000)	0	630	300	300	0	300	52-
	SUBTOTAL *****	5,071	7,210	5,400	6,110	0	6,110	15-
	DUES TRAVEL & TRAINING							
37000	DUES	400	700	400	490	0	490	30-
37200	SEMINARS/CONFEREN/MEETING	2,870	390	330	330	0	330	15-
37220	TRAVEL (AIRFARE, MILEAGE, ETC)	1,514	250	250	180	0	180	28-
37230	MEALS & LODGING-TRAINING	1,958	500	500	450	0	450	10-
	SUBTOTAL *****	6,743	1,840	1,480	1,450	0	1,450	21-
	UTILITIES							
48000	TELEPHONES	3,890	5,424	5,424	4,200	0	4,200	22-
48002	DATA COMMUNICATIONS	7,200	8,650	420	0	0	0	0
48100	NATURAL GAS	2,441	3,750	3,750	4,000	0	3,888	3
48200	ELECTRICITY	4,328	5,500	5,500	5,700	0	5,200	5-
48300	WATER	205	240	240	240	0	240	0
48400	SOLID WASTE	168	200	504	504	0	504	152
48600	SEWER USE	199	250	200	200	0	200	20-
	SUBTOTAL *****	18,433	24,014	16,038	14,844	0	14,232	40-
	EQUIP & BLDG MAINTENANCE							
60050	EQUIP SERVICE CONTRACT	1,100	1,830	1,830	2,070	0	2,070	13
	SUBTOTAL *****	1,100	1,830	1,830	2,070	0	2,070	13
	CONTRACTUAL SERVICES							
70050	SOFTWARE SERVICE CONTRACT	1,302	1,873	1,873	1,883	0	1,883	0
71000	INSURANCE AND BONDS	86	170	80	170	0	170	0
71100	OUTSIDE SERVICES	6,215	10,630	8,870	8,000	0	8,000	24-
71500	BUILDING USE/RENT CHARGE	52,989	27,972	27,972	12,539	0	12,539	55-
71600	EQUIP LEASES & METER CHR	62	182	132	0	0	0	0
	SUBTOTAL *****	60,656	40,827	38,927	22,592	0	22,592	44-
	FIXED ASSET ADDITIONS							
91000	OFFICE EQUIPMENT	7,657	0	0	0	0	0	0
91300	MACHINERY & EQUIPMENT	469	0	0	0	0	0	0
91301	COMPUTER HARDWARE	1,614	174	163	0	0	0	0
91302	COMPUTER SOFTWARE	317	0	0	0	0	0	0
92301	REPLC COMPUTER HDWR	1,117	0	0	0	0	0	0
	SUBTOTAL *****	11,175	174	163	0	0	0	0
	TOTAL EXPENDITURES *****	504,890	480,643	463,481	393,069	0	392,457	18-

Decimal values have been truncated.

Prosecuting Attorney Tax Collection

Dept. No. 2610

Annual Budget

ACCT	DESCRIPTION	2008 ACTUAL	2009 BUDGET + REVISIONS	2009 PROJECTED	2010 CORE REQUEST	2010 SUPPLEMENTAL REQUEST	2010 ADOPTED BUDGET	%CHG FROM PY BUD
2610	PA TAX COLLECTION							
261	PA TAX COLLECTION FUND							
3560	CHARGES FOR SERVICES COLLECTION FEES	47,096	50,000	40,000	40,000	0	40,000	20-
	SUBTOTAL *****	47,096	50,000	40,000	40,000	0	40,000	20-
	INTEREST							
3711	INT-OVERNIGHT	23	20	12	10	0	10	50-
3712	INT-LONG TERM INVEST	313	250	175	175	0	175	30-
3798	INC/DEC IN FV OF INVESTMENTS	650	380	65	65	0	65	82-
	SUBTOTAL *****	987	650	252	250	0	250	61-
	MISCELLANEOUS							
3826	PRIOR YEAR COST REPAYMENT	0	0	348	0	0	0	0
	SUBTOTAL *****	0	0	348	0	0	0	0
	TOTAL REVENUES *****	48,083	50,650	40,600	40,250	0	40,250	20-
	PERSONAL SERVICES							
10100	SALARIES & WAGES	23,039	44,127	43,032	44,127	0	44,127	0
10110	OVERTIME	139	250	100	100	0	100	60-
10200	FICA	1,773	3,394	3,299	3,383	0	3,383	0
10400	WORKERS COMP	136	195	195	154	0	154	21-
	SUBTOTAL *****	25,087	47,966	46,626	47,764	0	47,764	0
	MATERIALS & SUPPLIES							
22000	POSTAGE	0	210	155	155	0	155	26-
22500	SUBSCRIPTIONS/PUBLICATIONS	310	310	310	310	0	310	0
23000	OFFICE SUPPLIES	529	1,000	1,000	1,000	0	1,000	0
23001	PRINTING	0	95	70	70	0	70	26-
23050	OTHER SUPPLIES	0	50	50	50	0	50	0
23850	MINOR EQUIP & TOOLS (<\$1000)	312	100	0	100	0	100	0
	SUBTOTAL *****	1,151	1,765	1,585	1,685	0	1,685	4-
	CONTRACTUAL SERVICES							
71100	OUTSIDE SERVICES	0	100	0	100	0	100	0
	SUBTOTAL *****	0	100	0	100	0	100	0
	FIXED ASSET ADDITIONS							
91100	FURNITURE AND FIXTURES	1,449	0	0	0	0	0	0
	SUBTOTAL *****	1,449	0	0	0	0	0	0
	TOTAL EXPENDITURES *****	27,688	49,831	48,211	49,549	0	49,549	0

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Prosecuting Attorney Bad Check Collections

Dept. No. 2630

Annual Budget

2630 PA BAD CHECK COLLECTIONS								
263 PA BAD CHECK FUND								
ACCT	DESCRIPTION	2008 ACTUAL	2009 BUDGET + REVISIONS	2009 PROJECTED	2010 CORE REQUEST	2010 SUPPLEMENTAL REQUEST	2010 ADOPTED BUDGET	%CHG FROM PY BUD
3560	CHARGES FOR SERVICES COLLECTION FEES	107,686	100,000	80,000	85,000	0	85,000	15-
	SUBTOTAL *****	107,686	100,000	80,000	85,000	0	85,000	15-
	INTEREST							
3711	INT-OVERNIGHT	73	85	25	25	0	25	70-
3712	INT-LONG TERM INVEST	1,000	1,100	400	400	0	400	63-
3798	INC/DEC IN FV OF INVESTMENTS	1,883	1,500	140	140	0	140	90-
	SUBTOTAL *****	2,957	2,685	565	565	0	565	78-
	MISCELLANEOUS							
3826	PRIOR YEAR COST REPAYMENT	0	0	1,292	0	0	0	0
3835	SALE OF COUNTY FIXED ASSET	0	0	2	0	0	0	0
3892	DEPOSIT OVERAGE	86	75	75	75	0	75	0
	SUBTOTAL *****	86	75	1,369	75	0	75	0
	TOTAL REVENUES *****	110,730	102,760	81,934	85,640	0	85,640	16-
	PERSONAL SERVICES							
10100	SALARIES & WAGES	92,201	76,642	74,075	76,642	0	76,642	0
10110	OVERTIME	418	750	150	150	0	150	80-
10200	FICA	10,391	9,335	7,175	5,874	0	8,436	9-
10300	HEALTH INSURANCE	17,480	17,480	16,292	12,730	0	16,292	6-
10325	DISABILITY INSURANCE	493	451	410	283	0	407	9-
10350	LIFE INSURANCE	169	195	182	142	0	182	6-
10375	DENTAL INSURANCE	1,310	1,310	1,221	954	0	1,221	6-
10400	WORKERS COMP	750	537	488	268	0	416	22-
10500	401(A) MATCH PLAN	1,750	2,217	1,692	940	0	1,233	44-
	SUBTOTAL *****	124,964	108,917	101,685	97,983	0	104,979	3-
	MATERIALS & SUPPLIES							
22000	POSTAGE	0	2,405	2,205	2,205	0	2,205	8-
22500	SUBSCRIPTIONS/PUBLICATIONS	63	200	0	0	0	0	0
23000	OFFICE SUPPLIES	3,073	3,250	1,500	1,500	0	1,500	53-
23001	PRINTING	2,096	2,193	1,600	1,395	0	1,395	36-
23050	OTHER SUPPLIES	116	250	100	250	0	250	0
23850	MINOR EQUIP & TOOLS (<\$1000)	375	300	300	300	0	300	0
	SUBTOTAL *****	5,724	8,598	5,705	5,650	0	5,650	34-
	DUES TRAVEL & TRAINING							
37000	DUES	405	430	430	430	0	430	0
37220	TRAVEL (AIRFARE, MILEAGE, ETC)	82	0	0	0	0	0	0
37235	MEALS & LODGING - OTHER	198	0	0	0	0	0	0
	SUBTOTAL *****	686	430	430	430	0	430	0
	EQUIP & BLDG MAINTENANCE							
60050	EQUIP SERVICE CONTRACT	490	525	502	490	0	490	6-
60200	EQUIP REPAIRS/MAINTENANCE	0	50	70	0	0	0	0
	SUBTOTAL *****	490	575	572	490	0	490	14-
	CONTRACTUAL SERVICES							
71100	OUTSIDE SERVICES	0	225	0	0	0	0	0
	SUBTOTAL *****	0	225	0	0	0	0	0
	OTHER							
86896	DEPOSIT SHORTAGE	4	50	10	50	0	50	0
	SUBTOTAL *****	4	50	10	50	0	50	0
	TOTAL EXPENDITURES *****	131,869	118,795	108,402	104,603	0	111,599	6-

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OTHER FUNDING SOURCES

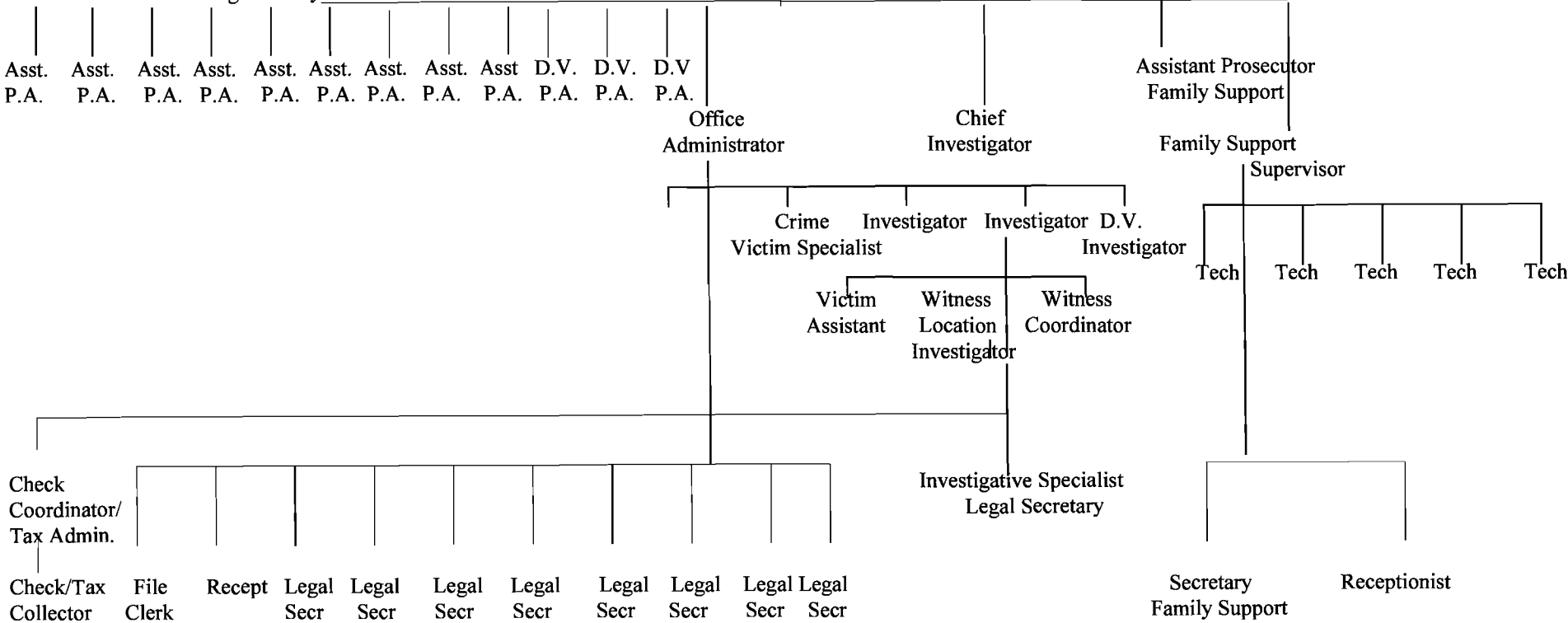
List the agency's other funding sources for this project (i.e. any salary, fringe benefits, etc.) not covered by this grant.
Include any other sources of federal, state, local, or private funding. *(Make copies of this form if necessary.)*

Source of Funding	Amount	Description of the Funding	Funding Period	Expenditures Covered by Funding
Boone County Prosecutor's Office Victim Witness Fund (General Fund)	\$ 17272.42	Matching funds provided by Boone County's General Fund.	10/1/10-9/30/11	20% matching funds, taken from the salary of the Victim Assistant.
	\$			
	\$			
	\$			
	\$			
	\$			

BOONE COUNTY PROSECUTING ATTORNEY ORGANIZATIONAL CHART

PROSECUTING ATTORNEY

First Assistant Prosecuting Attorney



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 re-solicitation 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 organization, 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:

4.1 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 17th day of April, 2001.

1. 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.
2. 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 & SPECIAL CONDITIONS	
AGENCY NAME:	Boone County Prosecuting Attorney
PROJECT TITLE:	Victim Response Team

The Subgrantee is subject to compliance with the following assurances:

- 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.
- Services to Victims of Domestic and/or Sexual Violence and their children:** The Subgrantee, if providing services to victims of domestic and/or sexual violence 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 and/or Sexual Violence Programs, as they relate to the provision of services required herein.
- Services to All Other Victims of Crime:** The Subgrantee, if not primarily providing services to victims of domestic and/or sexual violence through this contract, shall comply with the program standards and guidelines set forth by the Missouri Department of Public Safety Crime Victim Services Unit Program Standards and Guidelines, 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 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).
- 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.
- 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.
- Equal Employment Opportunity Program:** The Subgrantee assures that, if required to formulate an Equal Employment Opportunity Program (EEO) in accordance with 28 CFR 42.301 et.seq., it will submit a certification to the Missouri Department of Public Safety that it has a current EEO on file 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.
- 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.

12. **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.
13. **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.
14. **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.
15. **Timesheets Requirement:** The applicant assures that, **all** project personnel funded through the VOCA 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.
16. **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.
17. **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.
18. **Client-Counselor Confidentiality:** The Subgrantee assures that they will maintain confidentiality of client-counselor information as required by state and federal law
19. **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.
20. **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.
21. **Printed Materials:** All materials and publications (written, visual, or sound) resulting from award activities shall contain the following statements: "**This project was supported by funding made available through the Victims of Crime Act administered by the Missouri Department of Public Safety, Office of the Director.**" 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 Missouri Department of Public Safety, Office of the Director.

22. **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.
23. **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."
24. **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.
25. **Code of Professional Ethics:** The Subgrantee shall comply with and assures that the program adheres to the Missouri Department of Public Safety Code of Professional Ethics for Victim Service Provider Subgrantees.
26. **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).
27. **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.
28. **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.

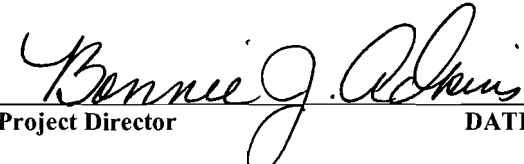
The signature of the authorized organizational official on the application serves as the required certification of compliance for the applicant organization. DPS appropriated funds may not be used to pay the salary or expenses of an employee of a grantee, consortium participant, or contractor or those of an agent related to any activity designed to influence legislation or appropriations pending before Congress or any State legislature.
29. **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.
30. **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.
31. **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.

- 32. **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.


Authorized Official 05/25/2010
DATE


Project Director DATE

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 **\$250,000** 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 \$250,000 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: 1/1/2010 2. Date(s) covered by last audit: 1/1/2009-1/31/2009

3. Last audit performed by: RubinBrown LLP. St. Louis, Missouri

Phone number of auditor: (314) 290-3300

4. Date of next audit: 1/1/2011 5. Date(s) to be covered by next audit: 1/1/2010-1/31/2010

6. Next audit will be performed by: RubinBrown LLP. St. Louis, Missouri

Phone number of auditor: (314) 290-3300

7. Total amount of funds received from ALL entities **INCLUDING** the Department of Public Safety

Federal Amount: \$ 1,274,000.00 State Amount: \$ 2,926,000.00

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

Signed: 
(Authorized Official)

Date: 05/25/2010

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:

Name and address of the individual who will be responsible for completing the Monthly Report of Expenditures and Request for Reimbursement. *(The Monthly Report of Expenditures and Request for Reimbursement 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 ADDRESS: badkins@boonecountymo.org

The following sections only need to be completed if your agency DOES NOT receive direct deposit.

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.*

AGENCY: _____
ADDRESS: _____

(Include city, state, and zip)

Name and address of the individual to whom the check needs to be mailed. *(The check will be mailed directly to this individual each month.)*

NAME: _____
AGENCY: _____
ADDRESS: _____

(Include city, state, and zip)

TELEPHONE: () FAX NUMBER: _____

E-MAIL ADDRESS: _____



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 regulations 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.

Kenneth Pearson - Presiding Commissioner

Name and Title of Authorized Representative

Kenneth Pearson

Signature

05/25/2010
Date

Boone County

Name of Organization

801 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 11, 2010

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

VOCA Grant Review Panel

The Victim Specialist in the Prosecuting Attorney's Office is again in 2009-2010 seeking funding through the VOCA grant program. For years Comprehensive Human Services, Inc., The Shelter, has worked very closely with the Prosecuting Attorney's office, Victim Service Specialist working as a team to ensure the rights of victims of Domestic and Sexual Assault are protected and honored.

Our collaborative efforts have been critical to the success of the Boone County DOVE unit. Mark Koch is a dedicated professional in the victim service field and is a key player in the community efforts with law enforcement agencies, prosecutor's office, and Comprehensive Human Services, Inc. We are in frequent contact and use our individual expertise to create a partnership of victim services, personnel training, and community awareness, education and prevention.

We believe that our strong collaborative efforts and combined community response may in fact reduce the number of domestic violence incidents in our county. I sincerely hope you will continue providing funding for this vital victim service program within the Boone County Prosecuting Attorney's Office.

If you need additional information you may contact me at 573-875-0503 or email me at bhodes@socket.net.

Sincerely,

Barbara E. Hodges
Executive Director
The Shelter



Comprehensive Human Services, Inc.
A United Way Agency





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

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May 11, 2010

Missouri Department of Public Safety
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P.O. Box 749
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If you need additional information you may contact me at 573-875-0503 or email me at bhodes@socket.net.

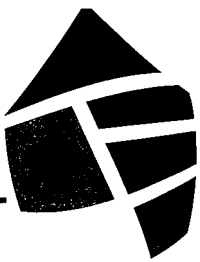
Sincerely,

Barbara E. Hodges
Executive Director
The Shelter



Comprehensive Human Services, Inc.
A United Way Agency





Rainbow House

CHILDREN'S EMERGENCY SHELTER
REGIONAL CHILD ADVOCACY CENTER
TRANSITIONAL LIVING PROGRAM

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

May 11, 2010

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.

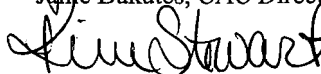
Rainbow House works closely and collaboratively with the Victim Specialist, Mark Koch. The Family Advocate at our agency has requested guidance from Mark when working with families in crisis. It is Mark who has educated our Family and Child Advocates throughout the past years regarding compensation for 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,


Janie Bakutes, CAC Director


Kim Stewart, Forensic Interviewer


Andy Shaw, LCSW, Clinical Coordinator


Johanna Oldham, Family and Child Advocate



Memorandum of Agreement

Domestic Violence is perhaps the largest violence issue with which our society deals. It permeates our families, our schools, our workplaces and every facet of our social and criminal justice systems.

Each year, more than 1,000 women – almost three per day – die as a result of domestic violence at the hands of a husband, boyfriend or other “intimate.” The continued project known as the **DOMestic Violence Enforcement (DOVE)** will continue to be a collaborative effort of the Boone County Sheriff’s Department, Columbia Police Department, Boone County Prosecutor’s Office, and the Shelter. The Domestic Violence Enforcement Program (DOVE) mission is to investigate selected domestic violence cases, promote deterrence, assist victims, interrupt the cycle of violence and its continuation from one generation to the next, and aid local and regional efforts to respond to domestic violence. This project will be funded through the STOP Violence Against Women Grant Program.

SAFETY AND DIGNITY

The first desire for the victims of domestic violence and sexual assault is that they are made safe and treated with dignity.

The Shelter is a domestic violence shelter in Columbia, Missouri that serves Columbia and the surrounding area. It is a place with a professional and volunteer staff trained in understanding and addressing domestic violence victim issues. It provides counseling, shelter, and comprehensive support to victims of domestic violence. The Shelter also operates a twenty-four hour hotline with an advocate system for both court and non-court related issues. Under the DOVE proposal the Shelter will provide a victim advocate who is given the responsibility to coordinate services with and be an active member of the DOVE Program. This close relationship with the other components will allow for immediate response to selected calls of domestic violence. This combined effort would also provide twenty-four hour assistance in the obtaining of Orders of Protection. These expanded services afford support in the immediate contact and information regarding available services that are so badly needed to insure the safety and dignified treatment of domestic violence survivors.

BALANCING THE SYSTEM

The civil court system should accommodate and support the domestic violence victim in a non-intimidating atmosphere.

Often the victims who are most at risk are the same persons who are most intimidated by the civil court system designed to afford them protection.

This project will strive to offset some of the disadvantages victims of domestic violence often suffer as a consequence of having been in a violent relationship. The Domestic Violence Enforcement Program will help victims find assistance to follow through with and obtain full orders of protection that will include an entire range of relief. This is a critical part of any comprehensive effort to accomplish long-term solutions to these problems.

RESPONSE AND INVESTIGATION

The initial response to domestic violence and the ensuing investigation so often affect or determine the final outcome.

In many, if not most instances, the initial point of contact for domestic violence is law enforcement. It is crucial that this response be more than cursory. The attitudes and actions of the first responding law enforcement officers will often shape the relationship that the victim has with the legal and criminal system. That first responding officer's investigation and follow-up investigation will largely determine the ability of the judicial and criminal justice system to respond to the needs of the victim. Four law enforcement officers will staff the Domestic Violence Enforcement Program. The Boone County Sheriff's Department provides one officer to the program, and the Columbia Police Department provides three officers to the program. The Domestic Violence Enforcement Program investigators will review all reported domestic violence cases in Boone County. The Program will immediately respond on cases where it is evident their services would be able to assist the investigation and provide vital services to the domestic violence victim. The Domestic Violence Enforcement Program investigators will also assist in training and educating other law enforcement officers in the Boone County Missouri area concerning domestic violence cases and/or other cases involving violence against women (such as sexual assault, rape, etc.) These investigators are also available to offer technical assistance relating to domestic violence cases to other departments in the central Missouri geographical area.

PROSECUTION AND PREVENTION

The effective handling of domestic violence cases in both municipal and state court systems is a key element. Abusers must be held accountable for past conduct and intervention must occur to alter future conduct.

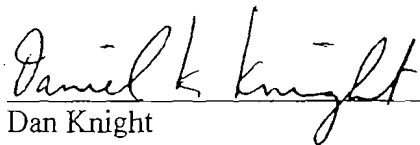
Through the grant, two attorneys under the direction of the Boone County Prosecutor will staff the Domestic Violence Enforcement Program. The purpose of the assigned attorneys will be to direct prosecution efforts in the state courts of Columbia and Boone County. It is crucial that once abusers are identified, they be dealt with effectively within the judicial system in either the criminal or civil process. The Domestic Violence Enforcement Program prosecution component should provide the means how offenders should be handled in court and insure that cases are handled in a consistent and appropriate fashion in whichever venue. The Domestic Violence Enforcement Program prosecutors will allow for a consistent program to be implemented in court systems currently in place that have been tried and found to be effective in various areas outside the domestic violence field. It is the hope and expectation that the state courts would give priority treatment to the setting of these cases recognizing the specialized needs that are present. Our expectation is that this expedited setting would further improve the effectiveness of dealing with the case from both an intervention and prosecution perspective.

DOMESTIC VIOLENCE ENFORCEMENT PROGRAM (M)AL

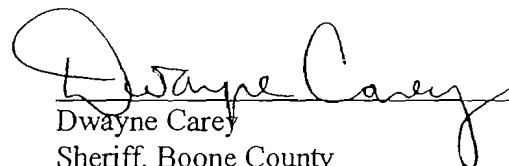
Establishment of arrest, summoning, prosecution and court appearance policies which provide for initial appearance in court on charges for actions resulting in domestic violence targeting women within nine working days of the offense.

Through the STOP Violence Against Women Grant funding, DOVE partnerships will strengthen the law enforcement and criminal justice system's response to domestic violence targeting women, to increase the utilization of service available to women who are victims of domestic violence and to develop and implement collaborative community-based systemic programs to address domestic violence targeting women.


Agencies and we the undersigned individuals herein express our support of this Memorandum of Agreement and the protocols as written for the Domestic Violence Enforcement Program.



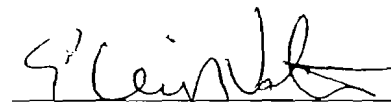
Dan Knight
Boone County Prosecuting Attorney




Dwayne Carey
Sheriff, Boone County



R. G. Boehm
Chief of Police, Columbia



Leigh Voltmer
The Shelter



Christy Blakemore
Circuit Clerk, Boone County

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 10

In the County Commission of said county, on the 25th day of May 20 10

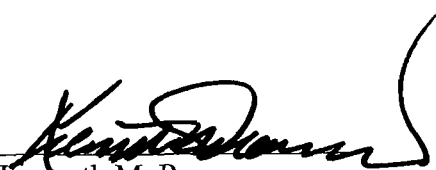
the following, among other proceedings, were had, viz:

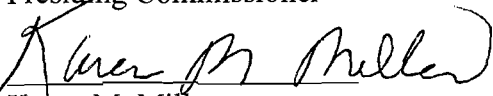
Now on this day the County Commission of the County of Boone does hereby approve the grant application by the Boone County Sheriff's Department Crimes Task Force for the Multi-Jurisdictional Cyber Crime Grant application in the amount of \$232,049.81. It is further ordered the Presiding Commissioner is hereby authorized to sign said grant application.

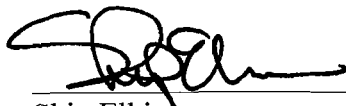
Done this 25th day of May, 2010.

ATTEST:

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


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

BOONE COUNTY SHERIFF'S DEPARTMENT CYBER CRIMES TASK FORCE



2010 / 2011

**MJCCG-Multi-Jurisdictional Cyber Crime
Grant Application**

**Boone County Sheriff's Department
County of Boone, Missouri**

APPLICATION SUMMARY REPORT

Applicant Agency: County of Boone											
Project Title: Boone County Sheriff's Department Cyber Crimes Task Force											
Applicant Authorized Official			Applicant Project Director			Officer in Charge/Supervisor of Project					
Name & Title Ken Pearson			Name & Title Sheriff Dwayne Carey			Name & Title Andy Anderson					
Agency Boone County Commission			Agency Boone County Sheriff's Dept.			Agency Boone County Sheriff'S Dept					
Address 801 East Walnut			Address 2121 County Drive			Address 5551 South Highway 63					
City Columbia		State MO	Zip 65201	City Columbia		State MO	Zip 65202	City Columbia		State MO	Zip 65201
Phone # 573-886-4305		Fax # 573-886-4311		Phone # 573-875-1111		Fax # 573-876-6113		Phone # 573-442-4313		Fax # 573-442-4966	
E-mail Address KPearson@boonecountymo.org			E-mail Address DCarey@boonecountymo.org			E-mail Address (Required) AAnderson@boonecountymo.org					
State/Federal Funds Requested			Local Match Share Required			State Provided Match (MJDTF Only)					
\$ 232,049.81			\$			\$					

Geographic Area(s) to be served by this project (Include all Counties and Cities that are part of this grant and will be served by the Project):

Boone County, including the cities of Columbia, Centralia, Ashland, Sturgeon, Hartsburg, Rocheport, Hallsville, and Harrisburg. Other Counties include Audrain, Callaway, Cole County, Cooper, Howard, and Randolph. The largest cities in these counties are Mexico, Fulton, Jefferson City, Boonville, Fayette, and Moberly respectively.

The requested funds will be used to:

- Fund a New Project
- Expand/Enhance an Existing Project
- Continue a Previously Funded Project

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

The Boone County Sheriff's Department Cyber 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.

APPLICATION FOR FUNDING FORM

DPS 5/09

SECTION 1 – GRANT PROGRAMS

- | | | |
|--|--|---|
| <input type="checkbox"/> CLAP – Crime Lab Assistance Program | <input checked="" type="checkbox"/> MJCCG – Multi-Jurisdictional Cyber Crime Grant | <input type="checkbox"/> JAG – Edward Byrne Justice Assistance Grant |
| <input type="checkbox"/> LLEBG – Local Law Enforcement Block Grant | <input type="checkbox"/> MCLUP – MO Crime Lab Upgrade Program | <input type="checkbox"/> PCNFS - Paul Coverdell National Forensic Science |
| <input type="checkbox"/> Recovery Act – JAG – Justice Assistance Grant | <input type="checkbox"/> Recovery Act - LLEBG/JAG | <input type="checkbox"/> RSAT – Residential Substance Abuse & Treatment |

SECTION 2 - REGISTRATION

DUNS (Data Universal Numbering System) #: 182739177 CCR (Central Contractor Registration) CAGE/NCAGE #: 4KKC8

SECTION 3 – APPLICANT AGENCY

AGENCY: County of Boone
 PHONE: 573-886-4305
 FAX: 573-886-4311

ADDRESS: 801 East Walnut Street
 CITY: Columbia STATE: MO ZIP CODE: 65201

SECTION 4 – APPLICANT AUTHORIZED OFFICIAL

NAME: Ken Pearson
 PHONE: 573-886-4305
 FAX: 573-886-4311

TITLE: Presiding Commissioner
 AGENCY: Boone County Commission
 ADDRESS: 801 East Walnut Street
 CITY: Columbia STATE: MO ZIP CODE: 65201

SECTION 5 – APPLICANT PROJECT DIRECTOR

NAME: Dwayne Carey
 PHONE: 573-875-1111
 FAX: 573-876-6113

TITLE: Sheriff E-MAIL ADDRESS: DCarey@boonecountymo.org
 AGENCY: Boone County Sheriff's Department
 ADDRESS: 2121 County Drive
 CITY: Columbia STATE: MO ZIP CODE: 65202

SECTION 6 – APPLICANT FISCAL OFFICER

NAME: Jan Fugit
 PHONE: 573-886-4369
 FAX: 573-886-4365

TITLE: Treasurer
 AGENCY: Boone County Treasurer's Office
 ADDRESS: 801 East Walnut Street
 CITY: Columbia STATE: MO ZIP CODE: 65201

SECTION 7 – NON-PROFIT BOARD CHAIRPERSON

NAME: N/A
 PHONE:
 FAX:
 AGENCY:
 ADDRESS:
 CITY: STATE: ZIP CODE:

SECTION 8 – PROJECT TITLE

Boone County Sheriff's Department Cyber Crimes Task Force

SECTION 9 – TYPE OF APPLICATION

- New Revised Renewal Continuation

SECTION 10 – CURRENT CONTRACT NUMBER

2009-MJCCG-001

SECTION 11 – APPLICANT'S FEDERAL TAX I.D.

436000349

SECTION 12 – PROGRAM CATEGORY

Law Enforcement

SECTION 13 – CONTRACT PERIOD

Start Date: June 1, 2010 End Date: June 30, 2011

SECTION 14 – TYPE OF PROJECT

- Statewide Regional Local

SECTION 15 – PROGRAM INCOME

Will Program Income be generated? Yes No

SECTION 16 - BUDGET	TOTAL COST
PERSONNEL	\$171,950.48
VOLUNTEER MATCH	
TRAVEL	\$17,077.40
EQUIPMENT	\$29,156.17
SUPPLIES/OPERATIONS	\$13,865.76
CONTRACTUAL	
RENOVATION/CONSTRUCTION	
TOTAL PROJECT COSTS	\$ 232,049.81
FEDERAL/STATE SHARE	100 % \$ 232,049.81
LOCAL MATCH SHARE	% \$

SECTION 17 – AUTHORIZED OFFICIAL SIGNATURE

Signature _____ Date _____

PERSONNEL	APPLICANT AGENCY:	County of Boone
	PROJECT TITLE:	Boone County Sheriff's Department Cyber 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. "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 INDIVIDUAL	C OR R	SALARY PER MONTH	FT OR PT	% OF TIME ON GRANT	MONTHS TO BE EMPLOYED	TOTAL COST
Detective	Not Yet Selected	C	\$2,948.40	FT	100	12	35,380.80
	University of Mo Police						

SUBTOTAL \$ 35,380.80

FRINGE BENEFITS	BASIS FOR COST ESTIMATE	TOTAL COST
FICA & MEDICARE (0.0765)		2,706.63
PENSION/RETIREMENT	.0795 x salary	2,812.77
LIFE INSURANCE	.0010 x salary	35.38
MEDICAL INSURANCE	.0968 x salary	3,424.86
UNEMPLOYMENT COMP.	.004 Only paid when employee is drawing unemployment	
WORKERS' COMPENSATION	.0068 x salary	240.59
	.0065 Education Benifit	229.98
	.0054 Dental Insurance	
OTHER (PLEASE IDENTIFY)	.0030 Long Term Disability Insurance	
	.0147 Retirees Fund	1,284.32
	.0132 OPEB	

SUBTOTAL \$ 10,734.53

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

PERSONNEL INFORMATION SHEET

Grant Project Staff Only

Applicant Agency: County of Boone Project Title: Boone County Sheriff's Department Cyber Crimes Task Force

Staff Member (Please Type or Print)		Brief List of Experience and Current Job Responsibilities	
1	Name: Andy Anderson	Title: Investigator	<p>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 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, obtain and serve search warrants, prepare and participate in public awareness and education programs, obtain and serve search warrants, prepare and participate in public awareness and education programs, and attend training. This detective also conducts forensic examinations on computers and associated electronic media.</p>
2	Name: Tracy Perkins	Title: Detective	<p>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 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, and attend training. This detective also conducts investigations into the possession and distribution of child pornography.</p>
3	Name: Mark Sullivan	Title: Investigator/Forensic Examiner	<p>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 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, and participate in public awareness and education programs, and attend training.</p>

PERSONNEL INFORMATION SHEET

Grant Project Staff Only

Applicant Agency: County of Boone Project Title: Boone County Sheriff's Department Cyber Crimes Task Force

Staff Member (Please Type or Print)		Brief List of Experience and Current Job Responsibilities
4	Name:	Not Yet Selected from University of Missouri Police Department
	Title:	Investigator
5	Name:	K. Scott Richardson
	Title:	Investigator/Forensic Examiner
6	Name:	
	Title:	

This detective will be a certified law enforcement officer. This detective's primary area of responsibility is to conduct 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, and attend training. This detective also conducts investigations into the possession and distribution of child pornography.

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 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.

TRAVEL	APPLICANT AGENCY:	County of Boone	
	PROJECT TITLE:	Boone County Sheriff's Department Cyber Crimes Task Force	
INSTRUCTIONS:			
1. Itemize travel expenses by event or type. 2. Under the Item , list the type of travel. If the item is a conference/training, identify the conference/training name, location, and date. If the location and/or date are unknown, clearly indicate TBA (to be announced). 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. Training expenses will not be reimbursed until the travel has occurred.		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 37¢ per mile for travel occurring between July 1, 2010 and June 30, 2011 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 www.gsa.gov . 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 Daily expenses \$39 per day x 5 days		840.00
Fred Forensic Computer Training, Milwaukee, WI Sept 13-14	Airfare/luggage \$345 each x 2 examiners Hotel \$89 per night x 2 x 2 examiners Meal Expense \$61 per day x 2 forensic examiners x 3 days Airport Parking \$9 per day x 3 days	\$690 \$356 \$366 \$27	1,439.00
Protect Our Children	Hotel at \$95 per night x 3 nights x 6 Meals \$51 per day x 4 days x 6 Milage 560 Miles x 2 vehicles x \$.37 Training attended by 5 investigators and one prosecuting attorney.	\$ 1710 \$1,224 \$414.40	3,404.40
ICAC Investigative Techniques Training- Dates and locations not yet available	Airfare/luggage \$480 x 2 Daily Expenses \$49 per day x 6 days x 2 \$588 Airport Parking \$9 per day x 5 \$45 Ground Transportation \$60 x 2 \$120X Two new investigators	\$960	1,713.00
Natl. Crimes Against Children's Conference, Dallas, Texas, August 9-13, 2010	Airfare/lug, \$405 each x 3 investigators & 1 prosecutor Airport Parking \$ 9 per day x days 5 Ground transportation \$100 x 4	\$1,620 \$ 45 \$ 400	6,569.00
continued	Meals \$ 71 per day x 6 days x 3 investigators & 1 prosecutor Hotel \$140 per night x 5 nights x 3 investigators & 1 prosecutor	\$1,704 \$ 2,800	
STATE/FEDERAL SHARE	\$	\$17,077.40	
LOCAL MATCH SHARE	\$		TOTAL TRAVEL COST \$ 17,077.40

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

INSTRUCTIONS:		
<p>1. Itemize travel expenses by event or type.</p> <p>2. Under the Item, list the type of travel. If the item is a conference/training, identify the conference/training name, location, and date. If the location and/or date are unknown, clearly indicate TBA (to be announced).</p> <p>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."</p> <p>4. Enter the cost of the Item in the Total Cost column.</p> <p>5. Training expenses will not be reimbursed until the travel has occurred.</p>	<p>6. Tuition and Registration Fees for eligible training must be listed on the Supplies/Operations Budget page.</p> <p>7. The amount of mileage allowance shall not exceed 37¢ per mile for travel occurring between July 1, 2010 and June 30, 2011 and shall not exceed actual transportation fare where public common-carrier transportation is used</p> <p>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 www.gsa.gov. 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.</p>	

ITEM	BASIS FOR COST ESTIMATE	TOTAL COST
Reid Interview and Interrogation-St. Louis, MO October 26-29, 2010	Hotel \$135.00 per nite x 4 nites x two investigators Meals \$66 per day x 5 days x two investigatos	\$1,080 \$660.00 1,740.00
Advanced Cell Phone Forensics-Alexandra, VA	Airfare/luggage Airport parking @ \$9 per day x 4 days Hotel at \$191 per night x 3 nights Meals \$71 per day x 3 days	\$550 \$ 36 \$ 573 \$213 1,372.00
		0.00
		0.00
		0.00
STATE/FEDERAL SHARE	\$	TOTAL TRAVEL COST \$
LOCAL MATCH SHARE	\$	

EQUIPMENT	APPLICANT AGENCY:	County of Boone
	PROJECT TITLE:	Boone County Sheriff's Department Cyber Crimes TF

INSTRUCTIONS:

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| <p>1. Equipment is defined as tangible property having a useful life of more than one year, which can reasonably be tagged and placed into inventory. Generally items costing less than \$250 are deemed as supplies and should be recorded on the Supplies/Operations Budget page.</p> | <p>2. Under the Item column, list the item and describe each type of equipment in terms of size, capability, model number, etc. as applicable to define the item.</p> <p>3. Under the Basis for Cost Estimate, list the <u>unit cost</u>, <u>quantity requested</u>, and the <u>source of bid</u> for each item.</p> <p>4. Under the Total Cost column, record the cost of each line item based on unit cost x number of units.</p> |
|---|--|

ITEM	BASIS FOR COST ESTIMATE	TOTAL COST
Forensic Computers	Two Fred Forensic Computers priced through Digital Intelligence \$10,349 each x 2 includes two days free training on machine usage	20,698.00
Cellphone Charter Tip Kit	Priced through Cellbrite	700.00
Cell Phone Forensic Radio Wave Blocking Box	Priced through Ramsey Electronics	2,300.00
Laptop Hard Drive and I-Pod Adapter Set	Priced through Digital Intelligence	25.00
Hard Copy Imager	Priced through Digital Intelligence	1,200.00
UFED Physical Pro	Software upgrade module to read physical and logical cellular phone data, priced through Cellebrite.	4,000.00
Replacement Batteries for Laptop Computers	Two replacement batteries for Task Force Laptops @ \$103.25 and \$129.92	233.17
State/Federal Share	\$ 29,156.17	TOTAL EQUIPMENT COST
Local Match Share	\$	

SUPPLIES/ OPERATIONS	APPLICANT AGENCY:	County of Boone
	PROJECT TITLE:	Boone County Sheriff's Department Cyber Crimes Task Force

INSTRUCTIONS:

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| <ol style="list-style-type: none"> 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. Under the Basis for Cost Estimate column, list the cost per unit and the number of units being requested. Under the Total Cost column, record the cost to be calculated as follows: (number of units) x (unit cost). | <ol style="list-style-type: none"> Tuition and registration fees for eligible training must be listed on this page. These fees will not be reimbursed until the training has occurred. Please refer to the Certified Assurances form pertaining to supplies and operating expenses for further information. |
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ITEM	BASIS FOR COST ESTIMATE	TOTAL COST
Cellular Telephone Minutes for Undercover Cell Phone	Obtained a one year quote although the price and offer may vary.	100.00
Camtasia Studio/Snagit Bundle	\$269.00 each x 2 investigators.	538.00
National Crimes Against Children Conference-Dallas, Tx August 9 - 12, 2010	Registration fee for 3 investigators and one prosecutor at \$500 each	2,000.00
Protect Our Children Conference Des Moines, IA-Sept 8-10, 2010	Conference registration \$50 x 5 investigators and 1 prosecuting attorney	300.00
Reid Interview and Interrogation-St. Louis, MO October 26-29, 2010	Registration fee \$805 each x 2 investigators	1,610.00
Undercover Internet Access	Cost based on 2010 one year subscription bid.	660.00
Internet Wireless Air Card	Cost estimated from 2010 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 2010 price	287.76
Forensic Tool Kit One Year License	One year licensing subscription for 4 licenses priced on April 19th at \$840 each.	3360.00
Encase One Year License	License for two forensic examiners estimate from Guidance Software at \$1300 each	2,600.00
State/Federal Share	\$13865.76	TOTAL SUPPLIES/ OPERATIONS COST
Local Match Share	\$	

SUPPLIES/ OPERATIONS	APPLICANT AGENCY:	County of Boone
	PROJECT TITLE:	Boone County Sheriff's Department Cyber Crimes Tas

INSTRUCTIONS:

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|--|---|
| <ol style="list-style-type: none"> 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. Under the Basis for Cost Estimate column, list the cost per unit and the number of units being requested. Under the Total Cost column, record the cost to be calculated as follows: (number of units) x (unit cost). | <ol style="list-style-type: none"> Tuition and registration fees for eligible training must be listed on this page. These fees will not be reimbursed until the training has occurred. Please refer to the Certified Assurances form pertaining to supplies and operating expenses for further information. |
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ITEM	BASIS FOR COST ESTIMATE	TOTAL COST
Cell Phone Training - Forward Discovery Cellebrite Mobile Phone Forensics	Class Registration Fee	1,300.00
Windows 7 Upgrade	Windows 7 upgrade for two laptop computers currently with VISTA operating system @ \$40 each	80.00
DVD's, CD's, and labels	\$25 per 100 x 10	250.00
		0.00
		0.00
State/Federal Share	\$	TOTAL SUPPLIES/ OPERATIONS COST
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 receives over 250,000 calls for service approximately 66,000 of which are 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, 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-one member agencies. Any law enforcement agency in the service area can be a working member of this unit.

In June 2010 the Mid-Missouri Internet Crimes Task Force is changing it's name to the Boone County Sheriff's Department Internet Crimes Task Force.

B. Statement of the Problem

Since its conception in 2007 through mid-April 2010 the Mid-Missouri Internet Crimes Task Force has conducted three hundred seventy-one investigations and three hundred twenty-eight forensic examinations. During the past year alone our Task Force has seen an 83% increase in investigations into the distribution of child pornography. Between April 28, 2009 and April 28, 2010 detectives trained in the investigation of the distribution of child pornography identified over one thousand different computers in our seven county service area that were offering to distribute already identified child pornography.

Over the past year we have also seen a remarkable increase in the problem of sexting. In a recent case involving a 14-year-old Columbia girl sexually graphic photographs of her were passed through five local schools. This case is only one of several sexting cases investigated already this calendar year. Additionally according to a recent study conducted by our Task Force, 12% of Junior. High School age girls in our service area with Internet in their home reported having been asked by strangers they met on the Internet to send sexually graphic photographs of themselves. In this same study, 22% of the girls reported engaging in some form of sexual activity over the Internet or cell phone with a stranger and 18% reported having been asked by a stranger they met over the Internet to meet in person. With an estimated population of 78,000 children under eighteen years of age in our service area, this number of children in potential danger is staggering.

The number of investigations and forensic examinations, especially involving cellular telephones are increasing faster than we can keep up. In the first four months of 2010 we have

already conducted half as many cell phone examinations as were conducted in all of 2009. To make matters even more critical, earlier this year one of our investigators and forensic examiner was pulled from the Task Force due to budget restraints from his sending agency. This set our Task Force back to only three full time and one part time personnel. As a result our ability to conduct timely investigations and forensic examinations has been drastically compromised and investigations are not being conducted due to the lack of manpower resources. Our Task Force desperately needs additional investigators.

Another major problem facing our forensic examiners is our forensic machines are inadequate to use the current standard in forensic software. For example FTK by Access Data, our primary forensic software tool, requires a 64 bit computer to run any version over 3.0, however, our computers are 32 bit machines which means we are currently using the 1.8 version of the forensic software. As one of the few Internet Crimes Task Forces or law enforcement agencies in Missouri conducting forensic examinations of computers and cellular telephones, especially at the high level we maintain, we desperately need updated machines capable of using the latest forensic software.

Advancement in technology progresses rapidly in today's world making it very difficult to maintain a level of experience and expertise in this area. As defense attorneys and defense experts gain experience, investigators and forensic personnel must maintain advanced training in order to adequately testify in criminal proceedings and to overcome defense strategies. New investigators must obtain minimum training at the onset to adequately conduct technology based investigations.

An additional problem facing our task force is that Internet related offenses are not jurisdictional. We have 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 critical challenges facing the Mid-Missouri Internet Crimes Task Force. We desperately need additional personnel and updated forensic equipment. Case loads in both investigative and forensic capacities are beyond what we can currently handle. As awareness of Internet related crimes increase, the numbers of investigations and examinations requested will increase accordingly straining the resources of the Mid-Missouri Internet Crimes Task Force to even a more critical level.

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 through the use of computers, the Internet, cellular telephones, 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 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 two full time investigators. Our first choice is a detective from the University Of Missouri Police Department, who would be the most likely of the two new investigators to remain if grant funding ceases. Our second choice is a detective from the Audrain County Sheriff's Department. The Task Force serves a seven county area and has twenty-one 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 Task Force also has a web site that provides information and

resources regarding family and child Internet safety, Internet Scams, ID Theft, and numerous articles and research as well as links to other important resources.

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, cellular telephones, 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. Task Force members have also testified before numerous House and Senate Sub-Committees at the state capital since 2007 regarding a variety of upgrades to various statues. Our latest presentation in April 2010 two Task Force members testified

before a House Sub-Committee about a bill that will upgrade statutes pertaining to child pornography and the disposition of certain evidence. In March 2010 we also presented to the Midwest Regional workshop for the National Criminal Justice Association on evidence based practices and procedures used by the MMIC Task Force.

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 receive 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. 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 and MJCCG grants. This grant will continue their positions. An additional investigator, supplied by the University Of

Missouri Police department will be a new position as will an investigator. This position will be full time.

Personnel Overtime: Overtime is based on hours worked during the 2009 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 one additional investigators/forensic examiner who is assigned fulltime to the task force by the Boone County Sheriff's Department with his straight time salary and benefits paid by the Boone County Sheriff's Department. Overtime will be used as needed and may vary in specific hours and personnel as estimated on the overtime budget page.

Travel:

Protect Our Child Conference: Four 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 Des Moines, Iowa. This conference is sponsored by the U.S. Department of Justice. This training will assist in achieving and maintaining the level of knowledge needed by investigators, forensic, and prosecution personnel. Mark Sullivan, Tracy Perkins, Andy Anderson, Scott Richardson, Merilee Crockett, and the new person will attend this training.

ICAC Investigative Techniques: The new investigator as well as another investigator will be sent to this training. This is a basic training course for beginning investigators. This training will assist in achieving the level of knowledge needed by the new investigator.

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.

Fred Forensic Computer Training: Two forensic examiners, Mark Sullivan and Andy Anderson, will be sent to this training to learn from the vender how to use the Fred Forensic machines at their optimum capability.

National Crimes Against Children's Conference: Two investigators, one forensic examiner, and one prosecuting attorney will be sent to this Nationally recognized training in Dallas, Texas. This training will assist in achieving and maintaining the level of knowledge needed by investigators, forensic, and prosecution personnel. As of this time Scott Richardson, Merilee Crockett, and the new investigator will be attending as part of this grant.

Reid Interview and Interrogation: Detective Tracy Perkins and another investigator, mostly likely Mark Sullivan, will be sent to this training for advanced training on interviewing techniques. This training will assist in achieving and maintaining the level of knowledge needed by investigators.

Cell Phone Training: Forensic examiner Mark Sullivan will attend this advanced training for examination of cellular telephones utilizing the Cellebrite Mobile Phone Forensic system. This training will assist in achieving and maintaining the level of knowledge needed by forensic examiner responsible for the examination of cellular telephones.

Equipment:

Forensic Computers: This equipment is to replace and update two current forensic computers already in use. The Fred forensic computer is specifically designed by Digital Intelligence for the examination of computer hard drives and is designed to use FTK and Encase forensic software at optimum level. 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 32 bite machines, however, the current standard is 64 bit machines. The replaced units will be either used as an undercover computer for new investigators if funded, or may be used as work stations where hard drives can be imaged or area law enforcement officers can view processed forensic files, under the supervision of a forensic examiner. This upgrade may also help in the turn around time of processing seized computers.

Cellphone Charter Tip Kit: This equipment provides universal power to cellular telephones which have dead batteries or that require extended power.

Cell Phone Forensic Radio Wave Blocking Box: This equipment allows for the examination of cellular telephones in a device that prohibits cellular telephone transmissions from contacting the suspect cell phone device thus changing or deleting the suspect data.

Laptop Hard Drive and I-Pod Adapter Set: This adapter device allows forensic examiners to attach laptop hard drives or I-Pods to standard hardware imaging devices.

Hard Copy Imager: This device is a hardware forensic imaging device that allows forensic examiners to make a complete bootable copy of a suspect hard drive to another hard drive.

UFED Physical Pro: This software upgrade module allows a forensic examiner trained in examining cellular telephones to examine phones in physical mode as compared to strictly logical mode as currently cellular examination equipment allows.

Replacement Batteries for Laptop Computers: These batteries are to replace worn out batteries in two laptop computers currently used by the Task Force for undercover investigations, presentations, during search warrants, or as other needs arise.

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.

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 cases 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.

Encase One Year License: This update license is for two forensic examiners already licensed to use Encase forensic software.

Protect Our Children Conference: This is for registration for five investigators and one assistant prosecuting attorney to attend this conference in Des Moines, Iowa. This conference is sponsored by the U.S. Department of Justice, Kansas City and St. Louis Offices and is for cyber crime investigators and forensic examiners from the Mid-USA area. This training will assist in achieving and maintaining the level of knowledge needed by investigators, forensic, and prosecution personnel.

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.

National Crime Against Children's Conference: Registration fee for this nationally recognized training conference is for three investigators and one assistant prosecuting attorney. This training will assist in achieving and maintaining the level of knowledge needed by investigators, forensic, and prosecution personnel.

Cell Phone Training: This registration fee is for advanced training using the Cellebrite Mobile Phone Forensics tool currently used by the MMIC Task Force. This training will assist in achieving and maintaining the level of knowledge needed by our forensic examiner responsible for examining cellular telephones.

Windows 7 Upgrade: This is a software upgrade for two laptop computers currently used by the MMIC Task Force that have VISTA operating systems.

DVD's, CD's , and Labels: These items are for backing up investigative and examination data as well as providing electronic reports and data to other law enforcement agencies and prosecuting attorneys.

Reid Interview and Interrogation: This is registration for this nationally recognized interview and interrogation school for Detective Tracy Perkins and another yet to be selected investigator. This training will assist in achieving and maintaining the level of knowledge needed by investigators.

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.

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 determine exactly how many children a pedophilic sex offender may have molested before being apprehended? How many children would he 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.

As the use of technology increases, especially by our youth, criminals will increasingly use this technology to victimize children and families. Only by increasing resources and strongly directing efforts to this endeavor will law enforcement have any chance to succeed in protecting our children and reducing the crime perpetrated against them.

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 evidence based practices and procedures. 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

During the past year, each of our five objectives as outlined in our 2009/2010 grant application has been reached or surpassed. Over the past three years the Mid-Missouri Internet Crimes Task Force has conducted three hundred seventy-one investigations resulting in the arrest of seventy-nine individuals. Additionally three hundred twenty-eight forensic examinations have been completed many of which contain multiple cellular telephones and media such as CD's that are not counted individually but as a group per investigation. As a result of these investigations twenty-seven minor or child victims have been identified ranging in ages from three to sixteen.

The vast majority of these children were victims of crimes pertaining to the production of child pornography. As part of these investigations ninety-six court ordered search warrants have been obtained and served. In addition to these investigations our Task Force has provided technical assistance on fifty-one investigations handled by other local law enforcement agencies.

Our investigations not resulting in or calculated as local arrests have also proven productive in other areas of the United States. This past year one MMIC Task Force detective testified in a Miami Florida criminal trial regarding an Ohio man who sought children he could hold under water watching them struggle as he became excited. A second man was convicted in the state of New York for molesting his children after attempting to solicit an undercover MMIC Task Force investigator to share their children for sexual favors. Another man was recently arrested by authorities in Florida and charged there after Mid-Missouri Internet Crime Task Force investigators learned the man was exposing himself to a local thirteen year old girl and solicited her for sex. In May 2010 a MMIC Task Force investigator is scheduled to testify at a federal trial in Los Angeles involving a California man who is accused of distributing child pornography to an undercover MMIC Task Force investigator.

Part of our effort to reduce crimes committed through the use of Computers, the Internet, cellular phones, and other technology is to provide presentations to parents, students, grandparents, teachers, civic organizations, and others who are responsible for children about the potential dangers technology brings to families and communities. In this effort we have given one hundred forth-eight presentations to nearly nine thousand attendees. These presentations vary to the specific audience but are based at providing the attendees with knowledge and tools to help keep their families safe. As a result of our effort to educate the communities in Mid-Missouri and to increase the number of Mid-Missouri residents, law enforcement, and

prosecutors that are aware of our service, about half of our investigations are now complaint or referral driven although we still conduct proactive and undercover investigations.

We have also been successful in providing training to area law enforcement in an effort to provide them tools that will allow them to be more productive and achieve greater results in their investigations. Thus far we have provided nine training opportunities to two hundred eighty-eight area law enforcement officers. The following chart show some of the successes between January 2007 and April 2010 as reported above.

Investigations	371
Arrests	79
Forensic Examinations	328
Technical Assistance	51
Search Warrants	96
Community Presentations	148
Attendees	8,667
Training Hours Provided to MMIC Task Force members	1,522
Training Opportunities Provided to area Law Enforcement	9
Number of Attendees	288

As a result of the success achieved by MMIC Task Force members in the spring of 2010 the Mid-Missouri Internet Crimes Task Force was nominated to receive an award from the National Criminal Justice Association for an outstanding innovative project in the Midwest Region of the United States. Winners of this award will be announced later this summer.

The Mid-Missouri Internet Crimes Task Force has been a huge success. As Internet and technology based crimes continue to grow the technical abilities of the Task Force will be in ever increasing demand.

MULTI-JURISDICTIONAL CYBER CRIME GRANT (MJCCG) PROGRAM 2010 CERTIFIED ASSURANCES

APPLICANT AGENCY:	County of Boone
PROJECT TITLE:	Boone County Sheriff's Department Cyber Crimes Task Force

In addition to the general terms contained in the *MJCCG 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 *Missouri Department of Public Safety Financial and Administrative Guidelines for Contracts*; the *OCFO Financial Guide*; the *2010 Recovery Act - MJCCG/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. **Personnel:** 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. **Travel:** 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 www.gsa.gov. Incidentals are not eligible for grant reimbursement. The Applicant is responsible for ensuring that travel is completed in the most cost effective means. Only actual travel costs may be reimbursed and only after the travel has been completed.
7. **Training:** 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 (ICAC-UC) 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 2010 Recovery Act - MJCCG/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. **Supplies/Operating Expenses:** 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 **prior** to purchasing it. No indirect costs will be allowed.
10. **Budget Revisions:** 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 and at least 30 days prior to the end of the contract period. **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.
 5. The addition of an item to the project budget.
11. **Program Revisions:** 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
12. **Procurement:** 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*.
 13. **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 **prior** approval by the Missouri Department of Public Safety. In addition, sole source procurement for amounts in excess of \$100,000 requires **prior** U.S. Department of Justice approval.
 14. **Project Income:** 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).
 15. 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.
 16. 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.
 17. 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.
 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. **Audit:** 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.
 20. 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.
 21. 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.
 22. 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. 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.

23. **Lobbying:** As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant 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.
24. 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.”*
25. 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.
26. 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.
27. If the Applicant provides funding under this contract to any law enforcement agency, the Applicant assures that the law enforcement agency is in full compliance with the provisions of Section 590.701 RSMo relating to the adoption of a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.
28. 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 principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
 - 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.

29. The Missouri Department of Public Safety, Office of the Director, reserves the right to terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the contractor 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.
30. 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.
31. 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.

Ken Pearson

Dwayne Carey

Authorized Official Name (Please Print)

Project Director Name (Please Print)

Presiding Commissioner

Sheriff

Title

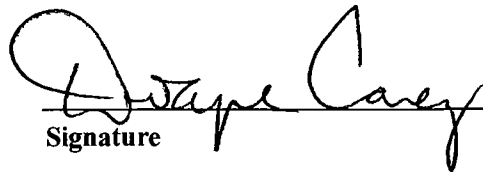
Title

Signature

Date

Signature

Date

 5-21-10

AUDIT REQUIREMENTS FORM

If awarded federal/state grant funds from the Missouri Department of Public Safety, you will be required to submit a copy of your agency's financial audit for the period covered by this contract if you meet the following conditions:

- 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 **\$250,000** 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 directly 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 \$250,000 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.

NOTE: The State Auditor of Missouri audits all state agencies, third class counties, and all judicial circuits. First, second, and fourth-class counties and other local political subdivisions must make arrangements with a private CPA firm to perform an audit.



Form Instructions:

Complete the following sections with the most recent audit information available to your agency. An audit may be performed by a Certified Public Accountant (CPA), the State Auditor of Missouri, or other professional auditors. This form must be signed by the Applicant Authorized Official listed within the application.

1. Date of last audit: June 2009 2. Date(s) covered by last audit: 1/1/2008-12/31/2008
3. Last audit performed by: Rubin Brown LLP
Phone number of auditor: 314-290-3300
4. Date of next audit: June 2010 5. Date(s) to be covered by next audit: 1/1/2009-12/31/2009
6. Next audit will be performed by: Rubin Brown LLP
Phone number of auditor: 314-290-3300
7. Total amount of financial assistance received from all entities (including the Department of Public Safety) during the date(s) covered by the last audit:
Federal Amount: \$ 1,274,000 State Amount: \$ 2,926,000

Signature: _____
(Applicant Authorized Official)

Date: _____

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 Department

ADDRESS: 2121 County Drive
(include city, state, and zip)
Columbia, MO 65202

TELEPHONE: 573-875-1111 **FAX NUMBER:** 573-874-8953

E-MAIL ADDRESS: CMartin@boonecountymo.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: 2121 County Drive
(include city, state, and zip)
Columbia, MO 65202

** 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.

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 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: _____

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.

This program is a joint multi-jurisdictional effort to investigate Internet Crimes against children and families.
