

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 10

County of Boone

24<sup>th</sup>

day of June

20 10

In the County Commission of said county, on the

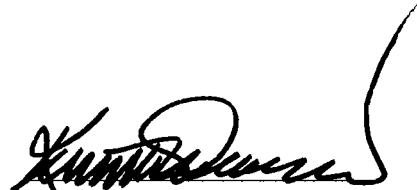
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the grant application by Family Court Services for the 13<sup>th</sup> Circuit Juvenile Detention Alternatives Initiative Program Grant in the amount of \$37,144.50, beginning October 1, 2010 and ending September 30, 2011. It is further ordered the Presiding Commissioner is hereby authorized to sign said grant application.

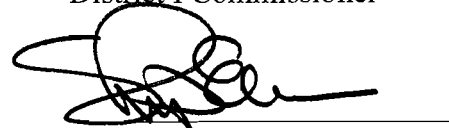
Done this 24<sup>th</sup> day of June, 2010.

ATTEST:

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

  
Kenneth M. Pearson  
Presiding Commissioner

Absent  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

## Application Summary Form (this form must be typed)

<b>Select a Purpose Area (choose 1 only):</b>	<b>Project Year:</b>	<b>Amount of JJDP Funds Requested:</b>	<b>Program Title:</b> 13 <sup>th</sup> Circuit Juvenile Detention Alternatives Initiative Program
<input type="checkbox"/> 13 - Gender Specific Services		\$37,144.50	
<input checked="" type="checkbox"/> 2 - Alternatives to Detention	<input checked="" type="checkbox"/> Second Year		
<input type="checkbox"/> 9 - Delinquency Prevention			

**Applicant Agency Name and Address:** Boone, County of  
801 East Walnut, Room 245  
Columbia, Missouri 65201-7733

<b>Project Director (Name, Phone, Email):</b> Marcia Hazelhorst 573-642-7992 Marcia.Hazelhorst@courts.mo.gov	<b>Authorized Official (Name, Phone, Email):</b> Ken Pearson Boone County Presiding Commissioner 573-886-4305 kpearson@boonecountymo.org	<b>Non-Profit Board Chair (Name, Phone, Email):</b> n/a
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<b>Number of Youth to be Served:</b> 360	<b>Estimated Cost Per Youth:</b> \$103.18	<b># of Paid Staff:</b> 0
		<b># of Volunteers:</b> 0

**Summary of Proposal:** *In five lines or less, provide a summary of the proposed project to be used in press releases or reports if your project is funded:*  
To implement phase two of the Annie E. Casey Foundation Juvenile Detention Alternatives Initiative by conducting regular meetings with a collaborative board; collaborating with other JDAI sites both nationally and locally by attending focus visits at their sites; gathering data specific to use of detention, detention alternatives, the JDTA and disproportionate minority contact; analyzing this data to steer our reform measures and lastly implementing phase two by training staff on DMC issues, responses to probation violations and the use of detention alternatives.

**Goal:** To improve the 13<sup>th</sup> Circuit Juvenile Justice System by successfully completing phase two of the Juvenile Detention Alternatives Initiative.

**Activities that Support the Goal:** 1. Follow the work plan established after the completion of the detention self assessment developed in grant year one which identifies the needed reform activities; 2. Continue working with a collaborative team to monitor and evaluate progress towards JDAI goals; 3. Train staff on disproportionate minority contact (DMC) issues and the importance of following the JDTA in order to have an objective approach when determining need for detention; 4. Collect and analyze data on the use of detention including but not limited to the average daily population; reasons for detention; length of stay; number of minority youth placed in detention; and demographic information on youth placed in detention; 5. Collect data on the use of the JDTA and evaluate data to steer future detention reforms; 6. Expand the number of detention alternatives available for medium risk youth; 7. Increase the use of detention alternatives for medium risk youth; 8. Participate in a national JDAI model site visit to gain insight and knowledge for the further development of JDAI in the 13th Circuit; 9. Attend two JDAI Inter Site conferences in order to hear others progress, what is working and not within other JDAI sites.

**Performance Based Measures (directly from the proposal)**

**Expected Output Targets:**

1. Number of program youth served: an average of 30 youth per month for a total of 360 youth served
2. Number of hours of program staff training provided: 14 hours of training will be provided to staff during the grant period.
3. Number of detention alternative options available: we will incurease our detention alternative options by 4
4. Number and percent of program youth receiving RAI: 100% of 13<sup>th</sup> Circuit youth presented for detention will be assessed using the Missouri RAI(JDTA).

**Expected Outcome Targets:**

1. Number and percent of program youth who offend or re-offend: 85% will have no new law violations or failure to appear offenses from the time they are released or placed in an alternative to detention until their adjudication hearing/intake.
2. Number and percent of program youth completing program requirements: 288 youth, or 80% will complete the program successfully.
3. Percent change in the Average Daily Population in secure detention: the percent change in average daily population will be no greater than 25%.
4. Percent change of Average Length of Stay in secure detention: the percent change in average length in secure detention will be no greater than 25%.
5. Maintain a maximum override rate of 15% of release eligible youth who are detained in secure detention.



**SECTION 1 – INSTRUCTIONS**

This application must be typewritten. Please refer to the enclosed instructions to complete this form.

**SECTION 2 – GRANT PROGRAMS**

- VOCA – Victims of Crime Act       SSVF - State Services to Victims Fund       STOP - Stop Violence Against Women Grant Program  
 Byrne – Byrne Formula Grant (NCAP)       MCLUP – Mo. Crime Lab Upgrade Program       RSAT – Residential Substance Abuse & Treatment Program  
 CLAP – Crime Lab Assistance Program       LLEBG - Local Law Enforcement Block Grant       LGSD – Local Government School District Program  
 Title V – Delinquency & Youth Violence Prevention       Title II – Juvenile Justice Formula Grants       JAIBG – Juvenile Accountability Incentive Block Grant  
 Challenge – Statewide Policies and Programs       EUDL – Enforcing Underage Drinking Laws Grant

**SECTION 3 – APPLICANT AGENCY**

**SECTION 8 – PROJECT TITLE**

AGENCY  
Boone, County of

PHONE 573-886-4305  
FAX 573-886-4311

ADDRESS  
801 East Walnut, Room 245

CITY STATE Missouri ZIP 65201-7733  
Columbia

13<sup>th</sup> Circuit Juvenile Detention Alternatives Initiative Program

**SECTION 9 – TYPE OF APPLICATION**

- New       Revised       Renewal       Continuation

**SECTION 10 – CURRENT CONTRACT NUMBER(S)**

2008-TITLE2-02

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

43-6000349

**SECTION 12 – PROGRAM CATEGORY**

2-Alternatives to Detention

**SECTION 13 – CONTRACT PERIOD**

BEGINNING DATE October 1, 2010      ENDING DATE September 30, 2011

**SECTION 4 – APPLICANT AUTHORIZED OFFICIAL**

NAME  
Ken Pearson

PHONE 573-886-4305  
FAX 573-886-4311

TITLE  
Presiding Commissioner

AGENCY  
Boone County

ADDRESS  
801 East Walnut, Room 245

CITY STATE ZIP  
Columbia, Missouri 65201-1733

**SECTION 5 – PROJECT DIRECTOR**

NAME  
Marcia Hazelhorst

PHONE 573-642-7992  
FAX 57-642-6036

TITLE  
Supervisor

E-MAIL ADDRESS:  
Marcia.Hazelhorst@courts.mo.gov

AGENCY  
Callaway County Juvenile Office

ADDRESS  
500 Market Street, Suite 302

CITY STATE ZIP  
Fulton, Missouri 65251

**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**

**TRAVEL**

\$9,472.50

**SUPPLIES/OPERATIONS**

\$2,040

**CONTRACTUAL**

\$25,632

**TOTAL PROJECT COSTS**

\$37,144.50

**FEDERAL SHARE**

100%

0.00

**SECTION 6 – APPLICANT FISCAL OFFICER**

NAME  
Kathy Lloyd

PHONE 573-886-4060  
FAX 573-886-4070

TITLE  
Court Administrator

AGENCY  
12<sup>th</sup> Circuit Judicial Circuit

ADDRESS  
705 East Walnut

CITY STATE Missouri ZIP 65201  
Columbia

**SECTION 7 – CONTACT PERSON**

NAME  
Marcia Hazelhorst

PHONE 573-642-7992  
FAX 573-642-6036

TITLE  
Supervisor

E-MAIL ADDRESS:  
Marcia.Hazelhorst@courts.mo.gov

AGENCY  
Callaway County Juvenile Office

ADDRESS  
500 Market Street, Suite 302

CITY STATE Missouri ZIP 65251  
Fulton

**SECTION 17 – AUTHORIZED OFFICIAL'S SIGNATURE**

  
 Signature

06/24/2010  
 Date

<b>TRAVEL</b>	<b>PROJECT TITLE:</b> 13 <sup>th</sup> Circuit Juvenile Detention Alternatives Initiative Program
	<b>APPLICANT AGENCY:</b> Boone, County of
<b>INSTRUCTIONS</b>	
<ol style="list-style-type: none"> <li>1. Itemize travel expenses by event.</li> <li>2. Under the <b>Item</b>, list the type of travel (local, in-state, out-state), location and reason for travel.</li> <li>3. Under the <b>Basis for Cost Estimate</b>, supply information regarding total distance to be traveled, the rate per mile, total days of travel, daily subsistence allowance, and number of people traveling.</li> <li>4. Justify in the narrative (under Budget Justification) why the travel is necessary for project execution and who will be traveling.</li> <li>5. In training projects, where travel and subsistence of trainees is included, list the item separately and show the number of trainees and the allowance per trainee.</li> </ol>	<ol style="list-style-type: none"> <li>6. Tuition and registration fees for eligible training <u>must be listed under the Supplies/Operations</u> category.</li> <li>7. Enter the costs in the Total Cost column.</li> <li>8. The amount of mileage allowance shall not exceed <b>.37¢ per mile</b> and shall not exceed actual transportation fare where public common-carrier transportation is used (exclusive of first class accommodations.) Travel must be by the most direct practical route. Actual transportation expenses and the amount of meal charges shall not exceed the actual costs and must be reasonable. Lodging expenses will be reasonable. <u>Local rules and regulations will apply if they are more restrictive than those mentioned above.</u> Travel expenses will not be reimbursed until the travel has occurred.</li> </ol>

ITEM	BASIS FOR COST ESTIMATE	TOTAL COST
National Site Visit to Multnomah County, Oregon(Portland, Oregon)	Roundtrip airfare for 6 from St. Louis, Mo to Portland, Oregon-\$500/per flight x 6 Lodging @ \$120/night x 3 nights x 6 people Meals @ \$66/day per person x 4 days x 6 people Ground transportation to/from hotel/airport and site location-2 rental cars@\$60/day per car x 4 days plus \$50 per car for fuel Parking at airport for 2 vehicles @\$10/day x 4 days Roundtrip mileage to/from the airport for 2 vehicles-250 miles x.37/mile x 2 vehicles	\$3000  \$2,160 \$1,584 \$580  \$80 \$185
2010 JDAI Inter-Site Conference in KC, Mo	Roundtrip mileage to/from Kansas City, Mo-300 miles x.37/mile Dinner on day two of conference for 2 people at \$29/each	\$111 \$58
2011 JDAI Inter-Site Conference in location TBD	Roundtrip airfare for 2 from St. Louis, Missouri to St. Paul, Minnesota(location subject to change upon announcement of exact location)-\$500/per flight x 2 Lunch on day one of conference at \$18/person x2; Dinner on day two of conference at \$36/person x2 people; and dinner on day three of conference at \$36/person x 2 people Ground transportation to/from the hotel/airport-\$60/person x2 Parking at airport for 1 vehicle @\$10/day x 3 days Roundtrip mileage to/from the airport for one vehicle-250 miles x.37	\$1000  \$180  \$120 \$30 \$92.50
Training on sanction grids/technical probation violations.	Roundtrip mileage from St. Louis to Columbia-300 miles x.37 Lodging for one night in Columbia @. \$82/night Meals @\$51 day for one day	\$111 \$82 \$51
JDAI Site Coordinators' Meetings in JC, Mo	Lunch for two people In Jefferson City-\$12 x 2 people x 2 meetings	\$48
State/Federal Share	\$9,472.50	<b>TOTAL TRAVEL COST</b>
Local Match Share	\$0	

**SUPPLIES/OPERATIONS**

**PROJECT TITLE:** 13<sup>th</sup> Circuit Juvenile Detention Alternatives Initiative Program  
**APPLICANT AGENCY:** Boone, County of

**INSTRUCTIONS**

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

ITEM	BASIS FOR COST ESTIMATE	TOTAL COST
Meals for collaborative team members at team meetings	Meals at \$12/person x15 people x 8 meetings	\$1,440
Meals and snacks for staff during JDAI training-two trainings, DMC issues and probation violations training	Meals and snacks at \$12/person x 25 staff x 2 trainings	\$600
State/Federal Share	\$2,040	
Local Match Share	\$0	
<b>TOTAL SUPPLIES/OPERATIONS COST</b>		<b>\$2,040</b>

<b>CONTRACTUAL</b>	<b>PROJECT TITLE:</b> 13 <sup>th</sup> Circuit Juvenile Detention Alternatives Initiative Program
	<b>APPLICANT AGENCY:</b> Boone County of

**INSTRUCTIONS**

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>Under the <b>Nature of Service</b> column, describe the types of consultant services or contracts desired.</li> <li>Under the <b>Basis for Cost Estimate</b>, enter the total amount of time to be used and the rate of compensation per unit of time. <i>In the narrative under budget justification, include statements justifying the rate of compensation per unit of time and the necessity for including the costs in the project budget.</i></li> </ol> | <ol style="list-style-type: none"> <li>In the <b>Total Cost</b> column, record the costs to be calculated as follows: (amount of time) x (rate of compensation).</li> <li>A copy of any contractual agreement made as a result of an award through this grant program must be forwarded to the Department of Public Safety. Any service that <b>does not</b> have a contractual agreement cannot be listed on this page.</li> <li>Any contractual agreement entered into as a result of an award of contract by DPS must be for a time period within the contract period designated by DPS.</li> </ol> |
|---|--|

NATURE OF SERVICE	BASIS FOR COST ESTIMATE	TOTAL COST
Training fee to conduct in-depth follow-up training on sanction grids, responses to technical probation violations and the use of detention alternatives.	One day of training at \$450/day	\$450
Research and Data Analysis services/assistance	\$30/hour x 70 hours of service. Expected use of 5-6 hours per month for research and analysis	\$2,100
Shelter Care for youth who have been presented for detention who could be diverted from detention by providing this alternative	120 shelter days @\$79.85/day	\$9,582
Evening Reporting Center for Boone county youth who have been presented for detention and could be diverted from detention by providing this alternative	\$270/week x 50 weeks(includes meals and services for up to 5 youth per day)	\$13,500

State/Federal Share	\$ 25,632	<b>TOTAL CONTRACTUAL COST</b>	\$ 25,632
Local Match Share	\$ 0		

## **1. Experience and Reliability**

The 13<sup>th</sup> Judicial Circuit Juvenile Division is comprised of Boone and Callaway counties which are progressive counties located in the center of the state at the crossroads of major east-west and north-south highways. Population growth and prospects for additional growth are placing increasing demands on county government. The 13<sup>th</sup> Circuit Family Court-Juvenile Division operates within a 2009 U.S Census Bureau estimated population of approximately 200,104. Boone County makes up 156,377 of this population and Callaway 43,727. This is a slight increase in population from 2008, which was 197,829. According to estimates provided by OJJDP, youth ages 10-16 made up 8.5% of the total population within the two counties in 2008. It is expected that this population percentage remains about the same with the slight increase in population from 2008. Demographics are of an urban, semi-urban, and rural composition with a unique degree of ethnic diversity. Boone and Callaway Counties are the home to a significant number of minority populations, including Asians, American Indian, Hispanic, Latino, African-Americans, in addition to the Caucasian population. Minority youth age 10-16 make up 16% of the 10-16 year old population in Boone and Callaway counties.

The 13<sup>th</sup> Circuit Juvenile Division is made up of the Boone and Callaway County Juvenile Offices and the Robert L. Perry Juvenile Justice Center. The Boone and Callaway County Juvenile Offices handle all juvenile referrals for the circuit in addition to providing supervision/probation services for youth placed on informal or formal supervision. As part of the referral process, deputy juvenile officers screen all referrals making decisions to release or detain youth; whether or not to work formally or informally with youth referred as well as prepare pre-dispositional reports for youth who have been placed at the Robert L. Perry Juvenile Justice Center for contract evaluations. Deputy juvenile officers are also responsible for facilitating an array of Cognitive Behavioral Intervention programs to youth who are on supervision. Currently, we have fourteen deputy juvenile officers, two supervisors and the Juvenile Officer who oversee these services. Staff at the Robert L. Perry Juvenile Justice Center is responsible for supervising youth who are placed at the center for both detention and placement and seeing that their overall needs are met while placed at the Juvenile Justice Center. They also prepare pre-dispositional reports for youth placed at the center for evaluations as well as prepare certification reports on youth awaiting possible certification. Finally, like deputy juvenile officers, they facilitate an array of Cognitive Behavioral Intervention Programs to youth who are placed at the detention center. Currently there are five caseworkers and two evaluators as well as several program assistants, two supervisors and the Superintendent who oversee these services.

Over the past several years, the 13<sup>th</sup> Circuit Juvenile Division has been chosen to pilot various projects through the Office of State Courts Administrator due to our prestigious reputation for being committed to improving the Juvenile Justice System. We have been a Fostering Court Improvement Site for the past four years, where we have created a parent education program; conducted case reviews to address timely reunification and implemented various changes in court proceedings in order to achieve permanency sooner for children. We participated in the INotes Project through OSCA which opened the doors to communication with school personnel, etc. Further, the 13<sup>th</sup> Circuit Juvenile Division has had several programs receive the Missouri Juvenile Justice Association's Award of Excellence. The Victim's Services Program received the

award in 2001; Family Therapy Program in 1995; Juvenile Sex Offender Program in 1994; and the Intensive Supervision Program in 1993.

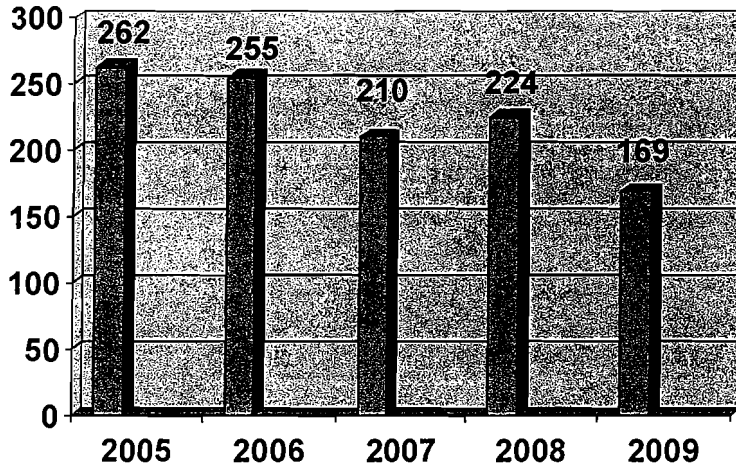
## **2. Statement of the Problem**

As stated previously, the 13<sup>th</sup> Circuit Juvenile Division is comprised of the Boone and Callaway County Juvenile Offices along with the Robert L. Perry Juvenile Justice Center (RLPJJC). The RLPJJC is a co-educational, secure facility that has bed space for 45 youth. Of these 45 bed spaces, 24 are on the detention wing and 21 are on the program wing. The RLPJJC provides detention, evaluation, short-term care and placement services to juveniles found to be within the jurisdiction of the juvenile court. The RLPJJC not only provides these services to 13<sup>th</sup> circuit youth, but also contracts with surrounding circuits to provide these same services. In 2009, there were a total of 169, 13<sup>th</sup> circuit youth admitted to the RLPJJC, producing an average daily population of 4. Male youth accounted for 3.4 of the daily population, leaving females to make up the .60 of the average daily population. Of the 169 youth admitted to detention, 127 or 75% were youth of color. 149 or 88% were between the ages of 13-16 years of age and 16 or 9% were between 10-12 years of age. The average length of stay on detention status in 2009 was 8.6 days. 2010 first quarter data shows that 37 13<sup>th</sup> circuit youth were in detention between January 1 and March 31, 2010, producing an average daily population of 4 and an average length of stay in detention of 9.7 days. Youth of color made up 54% of the total youth detained from the 13<sup>th</sup> circuit during this quarter. Considering the fact that youth of color age 10-16 make up just 16% of the youth population in the 13<sup>th</sup> circuit, we want to make sure that we have an objective approach to determining the need for detention as well as an understanding of Disproportionate Minority Contact, or DMC issues and what we can do to control the front gates to our detention center.

According to the information posted on the JDAI Help Desk website ([www.jdaihelpdesk.org](http://www.jdaihelpdesk.org)), studies conducted on the juvenile justice system across the United States found the system to be “arbitrary, discriminatory, and ineffective”. Specifically speaking, the system of detaining youth was faulted across the U.S. In the early 1990’s, two out of every three youth who were detained went to detention centers that were over crowded and could not provide the programs and services mandated by law. Less than one third of the youth were in detention for violent offenses and in 1995, two-thirds of these youth in detention were minority youth. Further research posted on the JDAI help desk website shows that youth who are placed in detention with other delinquent youth are more likely to leave detention having more undesirable behaviors than when they entered and further one study conducted in Arkansas revealed that once a youth has been placed in detention one time, their likelihood of returning was high.



From 2005 to the present, the number of 13<sup>th</sup> circuit admissions to detention has fluctuated over the past five year period as the graph below illustrates:



It is anticipated that this current trend will remain constant this year and years to come due to analysis of our current referrals to the Juvenile Office. The 5-year referral table illustrates this as well:

**Total Referrals to the Juvenile Office**

Year	Number of Status Offense Referrals	Number of Law Violation Referrals	Number of Abuse/Neglect Referrals	Total Number of Referrals 13 <sup>th</sup> Judicial Circuit
2005	1,641	1,925	601	4,167
2006	1,604	1,737	366	3,707
2007	1,516	1,579	456	3,551
2008	1,444	1,640	301	3,385
2009	1,299	1,438	324	3,061

After looking at detention admission numbers for the RLPJJC, the next area of focus was to determine why youth are being detained at the RLPJJC. The following table displays data compiled from 2005-2009 and reflects percentage of youth detained for various offenses.

### Reasons for Detention

	2005	2006	2007	2008	2009
Crimes against persons	34%	27%	28%	33%	27%
Property Crimes	26%	23%	21%	21%	28%
Crimes against Public Order	12%	16%	12%	12%	7%
400 Status Offense	7%	10%	7%	7%	4%
Supervision Violations	22%	24%	32%	27%	34%
<b>Total Detentions:</b>	262	255	210	224	169

As noted from the chart, a significant number of youth are being detained for status offenses and technical probation violations. It is apparent from the number of detentions for supervision violations committed by 13<sup>th</sup> Circuit youth that efforts need to be made to learn more appropriate responses to supervision violations. It should be noted that the majority of these youth placed at the RLPJJC for status offenses or supervision violations have previously committed law violations or they would not be entering detention. With funding provided under year one of Title II funds, training on supervision violations is scheduled to be provided in July. It is hoped that once training is provided and sanction grids are developed, we will reduce the number of youth placed in detention for probation violations.

According to experts in the field of Juvenile Justice, professional standards suggest that secure detention should be used to accomplish the following: to make sure that the youth appears in court and to minimize the risk of serious re-offending while waiting to appear in Court. Prior to January 1, 2010 in the 13<sup>th</sup> Circuit, the decision to detain youth was at the discretion of fourteen different deputy juvenile officers, leaving the decision to detain or not, to be highly subjective.

The circuit had guidelines to follow when making a decision to detain, but the bottom line was that whether or not a youth was a threat to the person or property of others or at risk to fail to appear in Court was based generally on the offense committed; how cooperative the youth/parents were; whether or not they had a suitable adult to supervise them; and the need to hold youth accountable for their actions. All these factors can be influenced by the youth's attitude; pressure from law enforcement to authorize detention; the deputy juvenile officers' frustration in not knowing what else to do with the youth as well as our responsibility to the safety of our communities.

Beginning October 1, 2009, the 13<sup>th</sup> Circuit began the Juvenile Detentions Alternative Initiative which was funded using Title II grant funds. Beginning January 1, 2010, we began using the Missouri Juvenile Detention Assessment (JDTA) on all youth who were presented for detention whom we had in-person contact with. The use of the JDTA has greatly improved our process of determining what youth are appropriate for detention. Per the 2010 first quarter data report, we completed 93 assessments between January 1 and March 31, 2010. Of the 93 assessments, 45 achieved high risk scores recommending detention; 19 scored medium risk recommending detention alternative and 29 scored low risk recommending release. Deputy juvenile officers followed the instrument's recommended decision 75% of the time. Of the 23 total overrides approved, 16 or 70%, were overrides down to allow a less restrictive environment and 7 were youth eligible for release or detention alternative and were placed in detention. The true override rate that is to be focused is the rate of those youth eligible for release who are placed in detention. The true override rate is calculated as the percent of release-eligible youth who were detained. In our case that was 14.6%. While we are pleased with our progress since we began using the JDTA, we would like to continue to work on lowering our true override rate.

After starting the JDAI in the 13<sup>th</sup> circuit, we quickly found that we needed to work on developing more suitable detention alternatives. This reasoning was supported by our data which showed that while we only had 19 of 93 score in the medium risk or detention alternative range, we only placed 37% of these youth in a detention alternative. This left us with an override rate of 63% our highest rate of override within each risk level. In December of 2009, we developed a formal conditional release as an alternative and then in April, 2010, we developed shelter care as an alternative. With the development of shelter care, we now have a suitable alternative for those youth who have refused to go home or their parents have refused to allow them to return home and for those youth who do not have a suitable custodian to release them to. In May of 2010, we developed a detention alternative committee to look at our current alternatives and work on the development of further alternatives. Again, while we are making progress in this area, there is much more to be made. Many times detention alternatives weren't used due to the age of the youth; appropriateness of the alternative based on the offense; lack of financial ability of a parent to pay for a particular alternative and finally our inability to monitor them while placed on an alternative.

### **3. Program Goal and Supporting Activities**

**Goal:** To improve the 13<sup>th</sup> Circuit Juvenile Justice System by successfully completing phase two of the Juvenile Detention Alternatives Initiative.

#### **Supporting Activities:**

1. Follow the work plan established after the completion of the detention self assessment developed in grant year one which identifies the needed reform activities.
2. Continue working with a collaborative team to monitor and evaluate progress towards JDAI goals.
3. Train staff on disproportionate minority contact (DMC) issues and the importance of following the JDTA in order to have an objective approach when determining need for detention.

4. Collect and analyze data on the use of detention including but not limited to the average daily population; reasons for detention; length of stay in detention; number of minority youth placed in detention; and demographic information on youth placed in detention.
5. Collect data on the use of the JDTA and evaluate data to steer future detention reforms.
6. Expand the number of detention alternatives available for medium risk youth.
7. Increase the use of detention alternatives for medium risk youth.
8. Participate in a national JDAI model site visit to gain insight and knowledge for the further development of JDAI in the 13<sup>th</sup> Circuit.
9. Attend two JDAI Inter Site conferences in order to here others progress, what is working and not within other JDAI sites.

#### **4. Methodology**

The 13<sup>th</sup> Circuit Juvenile Division has agreed to participate in the model program Juvenile Detention Alternatives Initiative (JDAI) and has been working to implement phase one of the initiative since October of 2009. If grant funding is awarded, we plan to further implement the model in our Circuit by implementing phase two.

According to information provided on the JDAI Help Desk Website([www.jdaihelpdesk.org](http://www.jdaihelpdesk.org)) the JDAI began as a project of the Annie E. Casey Foundation in 1992 with a primary focus of addressing the efficiency and effectiveness of juvenile detention. The identified goals of the JDAI are:

- To decrease the number of youth unnecessarily or inappropriately detained;
- To reduce the number of youth who fail to appear in court or re-offend pending adjudication;
- To redirect public funds towards effective juvenile justice processes and public safety strategies;
- To reduce the disproportionate minority confinement and contact of the juvenile justice system;
- To improve the juvenile justice system overall.

The JDAI has identified eight core strategies that if followed effectively have been proven to “reduce the unnecessary and inappropriate use of detention, reduce costs, increase system fairness and improve the juvenile justice system overall without compromising public safety”. The eight core strategies as identified by the JDAI are as follows:

1. Collaboration among juvenile justice agencies, community organizations and other government agencies;
2. The use of data in making policy and case-level decisions;
3. Objective instruments to guide detention decisions;
4. Operation of a continuum of non-secure detention alternatives;
5. Case processing efficiencies to reduce time between arrest and case disposition;

6. Improve conditions of confinement;
7. Safe reductions of special populations(i.e. probations violations, warrants, and cases awaiting placement);
8. Racial/ethnic fairness in policy and case-level decision-making

The JDAI began with a select few number of initial sites to pilot and test the initiative. Of those original sites, four remain as model sites which are as follows: Cook County (Chicago), Illinois; Multnomah County (Portland), Oregon; Santa Cruz County, California; and Bernalillo County (Albuquerque), New Mexico. Each of these sites applied the eight core strategies of detention reform and accomplished tremendous results. In Multnomah County, they reduced their detention population by 65% and developed several alternatives to detention programs as well as developed a risk assessment instrument along with an intake team who reviews all of the detention decisions. In Santa Cruz County, by participating in the JDAI, they lowered the number of youth in their detention center by half and further diverted plans for building a new detention facility which ultimately saved them millions of dollars. Further, Santa Cruz California was able to lower the number of Latino youth being placed in detention as well as other minority youth being detained. Like Multnomah and Santa Cruz County, Bernalillo County reduced its detention population by 44% and reorganized staff and resources to focus on community based treatment programs and less secured detention facilities. Finally, just like the other sites, Cook County showed tremendous success in reducing its detention population from 693 in 1996 to 454 in 2003. They focused on developing alternatives to detention which included Evening Reporting Centers. The State of New Jersey has recently been added as a model JDAI site. They have managed to reduce their annual admissions to detention by 41% and their average daily population by 44%. New Jersey is unique from the other sites in that this is a state-wide initiative and not just county based.

Now there are several courts in the United States implementing the JDAI with eight of those being in Missouri. Missouri also has four original model JDAI sites which are: St. Louis County, St. Louis City, Jackson and Greene County. Since implementing JDAI in these model circuits in Missouri, these sites have lowered their average daily population by 26%; the number of annual admissions by 23% and their average length of stay in detention by 8%.

The 13<sup>th</sup> Circuit Juvenile Division's plan to further implement the JDAI model would follow the JDAI developmental milestones and tasks identified in the JDAI Starter Kit for year two, a copy of which is attached hereto and incorporated by reference.

**Step One: Collaboration-**Conduct an assessment of year one implementation efforts and provide this information to collaborative team. Formally develop a work plan for year two which includes continued JDAI training for detention and probation staff as well as conducting at least one model site visit; attendance at Site Coordinator's meetings and attendance at the inter-site conference to further our development of JDAI in our circuit. Continue working with current collaborative team as well as recruit further collaborative team members to ensure diversity. Finally, develop a formal consensus on the use of secure detention within our circuit.

**Step Two: Data-**Complete monthly and quarterly management and statistical reports which collect relevant JDAI information and share said reports with executive and collaborative

team as well as probation and detention staff. Use data to inform executive team on necessary policy changes as well as dig deeper into data obtained in order to analyze targeted populations, specifically youth of color.

**Step Three: Objective Admission Polices and Practices-**Continue using the JDTA instrument to objectively determine the use of detention. Assess the implementation and outcomes of the JDTA by completing data to be analyzed on a quarterly basis.

**Step Four: Alternatives to Detention-**Make sure that our alternatives to detention are responsive to youth needs and that we serve those youth who would otherwise be detained. Collection of data on the use of alternatives including demographic information on youth placed on detention alternatives; geographic profiles of youth referred for detention; and implementation and outcomes of youth on detention alternatives. Finally, we will work on further development of detention alternatives based on youth needs in our circuit.

**Step Five: Case processing-**Make sure that cases are processed in a fair and efficient manner by establishing a case processing team to complete an analysis of case processing time frames. Upon completion of analysis, identify polices and ways to expedite cases.

**Step Six: Special Detention Cases-** Ensure that polices and practices are developed to reduce and monitor the use of detention for special detention cases, such as youth being detained due to technical probation violations as well as female offenders being detained due to having no other options. Ensure that there is proper management oversight on warrant requests and increased efforts to locate youth and maintain compliance with supervision conditions prior to warrants being issued.

**Step Seven: Conditions of Confinement-**It is expected that the detention self assessment will be completed in phase one. In phase two, follow-up on the detention self assessment will be conducted along with the monitoring of an established work plan based on the findings from the detention self assessment.

**Step Eight: Racial/Ethnic Disparities & DMC-**Focus on reducing racial/ethnic disparities by conducting a system assessment through an ethnic/racial/gender lens and implement an action plan as needed. Provide training and education on DMC issues to detention and probation staff as well as collaborative team and other community partners as needed. Continue data collection that is disaggregated by race/gender/ethnicity.

**First Three Month Implementation Time Line:**

<b>Task to be completed:</b>	<b>Date task to be completed by:</b>
Attend inter-site conference in Kansas City	October, 2010
Contract for someone to provide research/data analysis	October, 2010
Conduct assessment of phase one implementation efforts	November. 2010
Develop year two work plan.	November 2010
Provide phase one report to collaborative team	December, 2010

**5. Coordination of Services:**

Services under this grant continue to be coordinated with our State JDAI coordinator who is through OSCA and the AECF as well as our local law enforcement agencies, county commissioners, school and mental health personnel. We also have current Memorandums of Understanding with three local residential facilities to provide emergency shelter care. If this is approved again for funding, this coordination of service will continue. We also have representatives from some of the school districts in addition to law enforcement, mental health and Division of Youth Services on our collaborative team. Service duplication will be avoided as the services to be provided focus on JDAI and mostly change the way the 13<sup>th</sup> Circuit makes decisions to detain youth. Other efforts to coordinate services will be to work with Division of Youth Services and the Intersection to provide an Evening Reporting Center. Another alternative to be explored with DYS is the possibility of sending some youth to their facility for day treatment as an alternative to detention.

**6. Budget Justification:**

We are requesting grant funding in the amount of \$37,144.50. Funds are being requested under the following categories:

1. **Supplies/Operations:**

a. **\$1,440** is being requested to cover meals for collaborative team members when they attend collaborative team meetings and trainings. Meetings and trainings are expected to be held over the lunch or dinner hour in order to accommodate most team member's schedules. We anticipate having at least eight meetings with approximately 15 collaborative team members at each meeting. These meetings will take place in Boone County and will follow the state per diem rate for lunch in Boone County, which is \$12/person. (15 people x \$12=\$180 x 8 meetings=\$1,440. Ongoing regular meetings with the collaborative team are necessary for the further development of JDAI in our Circuit. The collaborative team is also made up of other community members who hold us accountable for services provided to youth.

b. **\$600** is being requested to cover meals and snacks for staff during JDAI training. It is expected that training will be conducted on DMC issues, as well as a follow up training on the use of a sanction grids, responses to probation violations and use of detention alternatives. These trainings will be provided to both detention and probation staff. It is expected that we will train approximately 25 staff at each training. Lunch and snacks will be provided at the Boone County per diem rate of \$12/person x 25 x two trainings = \$600. Ongoing training in both of these areas is essential for full submersion into JDAI.

**Total: \$2,040**

2. **Travel:**

a. **\$7,589** is being requested to cover travel expenses for a team of six to travel to National Model Site Multnomah, County, Oregon for a site visit. \$2160 for lodging for three nights for six people at the state per diem rate of \$120/night. \$1584 for meals and incidentals which were figured at \$66/day per person for four days, which comes to \$264/per person x 6 people. \$3000 for airfare to/from Portland, Oregon from St. Louis at approximately \$500/per flight x six people. \$580 for transportation to and from the airport and to and from the hotel and model site location. It is expected that we would rent two full size cars at a rental price of \$60 per day x four days plus \$50 fuel per vehicle(\$60 x 2 vehicles x 4 days + \$100 fuel). \$185 is needed for mileage to/from the airport for two vehicles (250 miles x .37/mile x 2 vehicles). \$80 parking for two vehicles at the airport (\$10/day x 4 days x 2 vehicles).

b. **\$1,591.50** is being requested to cover travel expenses for two persons to attend the 2010 and 2011 JDAI Inter-Site conferences. The 2010 conference has been planned for October and will be held in Kansas City, Missouri. The only expenses that we are responsible for are travel to/from and some meals. \$111 is needed for mileage roundtrip from Fulton to Kansas City for one vehicle (300 x .37/mile) and \$58 for dinner on the second day of the conference (\$29 x 2 people). The location for the 2011 conference is not determined yet; however it is expected to be in Minnesota. Airfare is based off \$500 per flight x 2=\$1000. \$92.50 for mileage roundtrip from Columbia to St. Louis for one vehicle (250 miles x .37) \$30 for parking at the airport for three days for one vehicle (\$10/day x 3 days). \$120 is being requested to cover roundtrip ground transportation from the airport to the hotel and back(\$60 x 2 people). \$180 is being requested to cover lunch for two on day one at \$18/person(\$36); dinner for two at \$36/person on day two(\$72) and dinner for two on day three at \$36/person(\$72). Participation in the Inter-Site conference will give us an opportunity to meet with other JDAI sites to learn from their successes and failures.

c. **\$ 244** is being requested to cover travel costs to bring in one person to conduct a follow-up training with our detention and probation staff on sanction grids, responses to technical probation violations and the use of detention alternatives. \$111 for roundtrip mileage from St. Louis (300 miles x .37 mile) \$82 for lodging for one night in Columbia and \$51/day for meals for one day.

d. **\$48** is being requested to cover lunch for two staff to attend two JDAI site coordinators meetings in Jefferson City. \$12/each x 2=\$24 x 2 meetings. Attendance at these site coordinators meetings is essential to the development of JDAI in our circuit.

**Total: \$9,472.50**



3. **Contractual:**

a. **\$450** to contract with someone to provide a more in depth follow-up training with our detention and probation staff on sanction grids, responses to technical probation violations and the use of detention alternatives. We are expecting to have Jim Payne from the Annie E. Casey Foundation to conduct our DMC training and other than staff meals, there should be no charge for this.

b. **\$2100** (\$30/hour x 70 hours) to contract with someone to provide research and data analysis assistance to us throughout the grant year. It is expected that 5-6 hours per month will be needed. As stated previously in our steps to be accomplished in phase two of the JDAI, there is a great deal of statistical data to be compiled and once compiled it needs to be analyzed and put in report format in order to present it to our executive and collaborative team. This is an extremely cumbersome task given that the 13<sup>th</sup> Circuit Site Coordinator has assumed the responsibility of Site Coordinator in addition to her current duties as supervisor. We have found that during phase one, the task of keeping and managing the data has been very difficult. As we continue to expand to phase two, it is expected that the workload in the area of research and data analysis will only increase, thus justifying the need. In phase one, we purchased an advanced statistical software to assist in compiling our data, however assistance is still needed in extracting the data, running the reports and then in the analysis of the reports and data.

c. **\$9582** to contract with a private agency to provide a total of 120 shelter days at the current state of Missouri Emergency Residential care rate of \$79.85/day for youth who have committed a status or law violation offense; who score in the detention alternative range; have no suitable custodian to release to; the parent or custodian is refusing custody due to their behavior; or they are in need of placement for a short period of time until probation services can be arranged. The need for shelter days is an estimated figure which was based on our use of shelter care from its implementation on April 1 through May 31, including how many youth who could have been placed in shelter care from January to March, had shelter care been available. During this period we have had 10 youth in shelter care, or who would have gone to shelter care if it were available, and of the five youth actually in shelter care, they stayed an average of 5 days. If this trend continues, we should see about 24 youth who need shelter care at an average of 5 days each for a total of 120 days.

d. **\$13,500** to contract with an agency to provide supervision and monitoring, activities, programming and meals for Boone County youth at an Evening Reporting Center. One area mentioned in our completion steps for phase two is to expand our alternatives to detention. This would allow us to do just that. In each JDAI site we visited, we were provided information and success rates of Evening Reporting Centers (ERC) as an alternative to detention. Each site has had positive results with their ERC. Given the costs of personnel to staff an alternative of this nature, we have been meeting with some local agencies in Boone County in hopes of contracting with someone for this service. Currently the Intersection in Columbia, Missouri a not for profit agency who provides programming and supervision to low income at risk youth, is interested in providing this service to Boone County youth. Also in Boone and then in Callaway County, there has been discussion with Division of Youth Services about the possibility of youth reporting to their treatment facilities for monitoring and services similar to what is commonly provided at an ERC. An

initial proposal received from the Intersection was to allow up to ten youth to attend the Intersection from 3-7 p.m. five days per week at a cost of \$540 per week. A hot meal with milk would also be provided to each youth attending. In looking at our first quarter data, it is believed that we would not likely have ten youth each week to attend, but a more realistic number would be five youth. The Intersection is centrally located in Boone County and would be easily accessible to most youth. In Callaway County, we are hoping to partner with Division of Youth Services to allow Callaway youth to report to one of the two residential treatment facilities they operate for the Evening Reporting Center atmosphere. At present in Callaway County, the number of youth for an Evening Reporting Center would be very minimal. It is believed that the best option for this service in Callaway County would be to try to partner with DYS. At the time of this grant proposal, no memorandums of understanding or contracts have been agreed to with the Intersection, however based on preliminary costs provided by them, we are anticipating being able to contract with someone for a cost of \$270/week five youth to attend for 50 weeks of the year (\$270 x 50).

**Total: \$25,632**

**7. Performance Based Measurement:**

<b>PERFORMANCE MEASURES</b>	
<b>PERFORMANCE OUTPUT MEASURES</b>	
<b>Expected Output Measure</b>	<b>How data will be collected and reported</b>
Number of program youth served: an average of 30 youth per month for a total of 360 youth served	Data will be kept on the number of youth that are presented for detention each month where the deputy juvenile officer has in person contact and completes the JDTA
Number of hours of program staff training provided: 14 hours of training will be provided to staff during the grant period.	The number of training opportunities, the length of the training and number of staff who attended will be kept.
Number of detention alternative options available: we will increase our detention alternative options by 4	Monthly we will report what options we currently have, specifically noting what new alternatives were added in the month. We will also report the use of each alternative in that month.
Number and percent of program youth receiving RAI: 100% of youth presented for detention will be assessed using the Missouri RAI(JDTA)	Monthly we will report the number of youth who were assessed using the JDTA.

<b>PERFORMANCE OUTCOME MEASURES</b>	
<b>Expected Outcome Measure</b>	<b>How data will be collected and reported</b>
Number and percent of program youth who offend or re-offend: 85% will have no new law violations or failure to appear offenses from the time they are released or placed in an alternative to detention until their adjudication date/intake. (long and short term)	Monthly we will report the number/percentage of youth with a new law violation or failure to appear offense from the time of release or placement in an alternative to detention to adjudication/intake. At the end of the grant period, we figure the overall rate of recidivism during the grant period.
Number and percent of program youth completing program requirements: 288 youth or 80% will complete the program successfully	We will keep track of the number of youth served under our program each month as well as how many were released or terminated from services.
Percent change in the Average Daily Population in secure detention: the percent change in average daily population for 13 <sup>th</sup> Circuit youth will be no greater than 25%	Daily population reports will be kept for each month. The daily population will be reported for each month along with the percent change from the previous year's average daily population. End of the year change will also be provided at the close of the grant year.
Percent change of Average Length of Stay in secure detention: the percent change in average length of stay in secure detention for 13 <sup>th</sup> Circuit youth will be no greater than 25%	Records will be kept on the number of days each youth remains on detention. This number will be compared to numbers from the previous year. We will report the average length of stay for kids each month and at the end of the grant period, the percent change from the previous year.
Maintain a maximum override rate of 15% of release eligible youth who are detained in secure detention.	Monthly report the number of youth who scored Medium and Low Risk on the JDTA, the number of overrides to secure detention and the percentage.

**\*All data collected will be disaggregated by race/sex/age/type of offense.**

### **8. Program Sustainability:**

The 13<sup>th</sup> Circuit Juvenile Division has participated in several prior grant funding opportunities under the Title II, JAIBG, and JABG grant funds. Further, we have applied for and received prior grant funding from the Office of State Court's Administrator in the areas of Multi-Disciplinary Training in Abuse and Neglect cases as well as grant funds under Juvenile Delinquency Prevention Programs/Services. Finally we have received funds from the Department of Youth Services under their Youth, Family and Community JCD grant project.

The table below outlines some of our prior grant funding projects and successes related to those projects as well as our sustainability of these programs:

Grant Period	Source	Services Provided	Outcomes	Sustainability
1999-2010	JABG	A variety of services have been provided over the years through this grant source. The primary construction of the art building at the RLPJJC along with the Art Instructor's salary; computer lab, fitness center and security cameras at the center. Addition of a legal assistant in the Boone County Juvenile Office; purchase of digital video camera; drug testing; video conferencing purchase; SASSI and music program at the RLPJJC and the purchase of resource materials that have been used in programming; Intensive Supervision Services; purchase of laptops and vehicles.	In each of these grant periods, the 13 <sup>th</sup> Circuit met or exceeded expectations.	Funds for the legal assistant have been allocated into our personnel budget; many of these items were purchased and continue to be maintained at the RLPJJC, BCJO, and CCJO.
1998-2009	Title II	Substance Abuse Intervention Services; Gender specific services and Drug Court Program.	In each of these grant periods, the 13 <sup>th</sup> Circuit met or exceeded expectations.	The Substance Abuse Intervention Services are continuing at this time and Gender Specific Services continued for several years after grant funding ended. We have since changed our gender specific services to the CBI WINGS program which is currently being provided.

<b>Grant Period</b>	<b>Source</b>	<b>Services Provided</b>	<b>Outcomes</b>	<b>Sustainability</b>
1998-2005 and 2008-present	OSCA-Domestic Relations Resolution Funds	Conducted Child Order of protection investigations in all Child Orders of Protection petitions.	In each of these grant periods, the 13 <sup>th</sup> Circuit met or exceeded expectations	Investigations continued to be completed by the JO and has since been taken over by CD. In July of 2009 we applied for and received these funds again to provide supervised therapeutic visitation. We were recently awarded our second year of funding.
1995-1999	DYS JCD Funds	Officers were assigned to supervise a young offender caseload.	In each of these grant periods, the 13 <sup>th</sup> Circuit met or exceeded expectations	Services are still being provided that are specific to child offenders-Options to Anger and Thinking for a Change.
2001-2010	DYS JCD Funds	Two deputy juvenile officer positions	In each of these grant periods, the 13 <sup>th</sup> Circuit met or exceeded expectations.	Service is still being provided.
2002-2010	DYS JCD Funds	Family therapist	In each of these grant periods, the 13 <sup>th</sup> Circuit met or exceeded expectations.	Service is still being provided.
2006-2010	OSCA	Mult-disciplinary training for Child Abuse/Neglect cases	In each of these grant periods, the 13 <sup>th</sup> Circuit met or exceeded expectations.	These are one year grants, specific for training opportunities.
2008-2009	OSCA	Restitution Coordinator position	We met or exceeded expectations for this funding cycle.	Funding was extended for us for an additional six month period, however funding has ended. We now have a program assistant who has assumed this role.

If funding is awarded for this program, it is expected that we will have no difficulty sustaining the program, as many of the costs are one time costs with the intent to familiarize agencies with the JDAI. The only area in the grant application that we will have to work to sustain would be funding for shelter care and the evening reporting center. The evening reporting center concept would be a new alternative to detention option for our circuit, thus one that we will be piloting under this grant opportunity. If this is a successful alternative to detention, resources would be

examined from our existing budget or other funds would be used to sustain this alternative. With the limited use of shelter care in the current funding year, we have not been able to gage its effect on youth, however we have been pleased thus far. We would also look at resources within our budget as well as other funding sources to sustain this.

### **9. Efforts to Coordinate Activities with Department of Public Safety and Juvenile Justice Advisory Group**

In an effort to coordinate our JDAI activities with the Department of Public Safety and the Juvenile Justice Advisory Group (JJAG), we have provided information on our monthly activities to Department of Public Safety for them to distribute to JJAG members. In addition, we invited Bill Heberle JJAG member who is also with the Division of Youth Services, to serve on our collaborative team. He has served on this team from the beginning of our phase one implementation. Further, we have been providing progress reports to our collaborative team which have also been provided to Department of Public Safety staff which they can distribute to JJAG members.

## About JDAI

### JDAI Objectives & Core Strategies

The Juvenile Detention Alternatives Initiative (JDAI) is designed to address the efficiency and effectiveness of juvenile detention across the United States. JDAI demonstrates that communities can improve their detention systems without sacrificing public safety. The goals of JDAI are to:

- decrease the number of youth unnecessarily or inappropriately detained;
- reduce the number of youth who fail to appear in court or re-offend pending adjudication;
- redirect public funds towards effective juvenile justice processes and public safety strategies;
- reduce the disproportionate minority confinement and contact of the juvenile justice system; and,
- improve the juvenile justice system overall.

JDAI is a process, not a conventional program, which means JDAI helps restructure policy and practice to create system improvements that reach far beyond detention alone.

JDAI sites have demonstrated safe reductions in the number of youth detained through a set of interrelated strategies that result in:

1. collaboration among juvenile justice agencies, community organizations and other government agencies;
2. the use of data in making policy and case-level decisions;
3. objective instruments to guide detention decisions;
4. operation of a continuum of non-secure detention alternatives;
5. case processing efficiencies to reduce time between arrest and case disposition;
6. improvement of conditions of confinement;
7. safe reductions of special populations (e.g. violations of probation, warrants and cases awaiting placement); and,
8. racial/ethnic fairness in policy and case-level decision-making.

By systematically addressing each of these areas, JDAI has proven that juvenile detention rates can be dramatically reduced without a corresponding increase in juvenile crime.

### How JDAI developed

In 1992, as a step towards meeting its vision, the Annie C. Casey Foundation established the Juvenile Detention Alternatives Initiative; its primary target - youth who are in detention or at-risk to be detained in the future. Beginning with a handful of jurisdictions, the JDAI core strategies were proven to reduce the unnecessary and inappropriate use of detention, reduce costs, increase system fairness and improve the juvenile justice system overall without compromising public safety.

### JDAI Now

Today, reform efforts are under way in over 100 jurisdictions in 24 states and the District of Columbia, and JDAI now operational in those places responsible for almost 75 percent of the country's detained population.

- Read more about JDAI's eight core strategies here.
- Want more details on how to implement JDAI? Visit our *Practice Guides* and *Pathways to Juvenile Detention Reform Series*.
- For more overview on JDAI or to order hard copies of any JDAI publication visit the Annie E. Casey Foundation's JDAI section.

### Putting the Spotlight on Juvenile Detention – Why is Reform Needed?

Each year, more than 2 million arrests are made of youth, resulting in approximately 300,000 to 600,000 admissions to secure detention. Of these children detained, two thirds are racial or ethnic minorities, arrested rates that are out of proportion to the rate of their unlawful behavior. Roughly a quarter of children detained are acutely mentally ill. Eighty percent of girls detained report physical abuse and 50 percent report sexual abuse. JDAI's vision is to handle these children differently; appropriately.

Studies of juvenile detention reveal a system that is arbitrary, discriminatory, and ineffective. In the decade before JDAI was launched, detention populations increased by more than 70 percent, even though there was no corresponding increase in juvenile crime. By the beginning of the 1990's, two out of every three youth admitted to secure detention was entering a place that was crowded, that could not provide the kinds of custody and care that case law and professional standards require. Less than a third of youth in detention were charged with violent crimes. And, by 1995, almost two-thirds of detained youth were youth of color, a percentage that was disproportionate to both their percentage in the general population and their percentage of youth arrested.

Detention is a growing expense in most jurisdictions. In some places, the average cost to operate a detention bed exceeds \$70,000 annually, and experts estimate that the cost of building, financing and operating a single bed over twenty years is in the range of \$1.25 to \$1.5 million. As expensive to operate as they are, detention centers do not ensure the rehabilitation of the young people they hold nor do they always ensure their safety while detained.

Research has shown that lowering juvenile detention populations are commensurate with improved public safety strategies. Research also shows that there is a likelihood kids will have a much greater chance of avoiding adult criminal if they are diverted from secure detention to community alternatives.

- Research by the Oregon Social Learning Center has shown that when youth are congregated together for treatment, they are more likely to have worse short term behavior and fare worse as adults in their employment, family stability, and interpersonal relationships than youth treated individually.
- Another study of youth in Arkansas showed that prior incarceration was the strongest predictor of future incarceration.

In contrast to the impact that overuse of detention has on young people, the communities that reduced detention populations through JDAI, experienced the same or greater crime drop than that experienced in the rest of the United States.

By focusing attention to detention, the spotlight is shined on the gateway to deeper involvement in the system. By safely minimizing detention, local personnel and officials can effectively minimize unnecessary penetration of youth into the system and free up abundant and wastefully spent public resources.



## JDAI-Year/Phase 2 Site Development

The following checklist provides general site development milestones. It identifies implementation activities for reform work in year/phase two based on replication results achieved by successful sites. The checklist is organized within the framework of the eight core strategies. Since each site is different there will predictably be differences in the sequence of work. **To this end, please consider that “low hanging fruit” identified at any point in your development should take precedence in the work.** The items that follow stem directly from the milestones sites should expect to accomplish in year/phase two.

### Collaboration

- Year/Phase 1 Implementation Efforts are Assessed
  1. Conduct an inventory of year/phase 1 outcomes
  2. Develop a work plan with measurable outcomes for year/phase 2
- A Diverse Composition of Stakeholders Play a Substantive Role in the Implementation of JDAI
  1. Analyze leadership and championing of the initiative beyond the site coordinator
  2. Dedicate a meeting to review your jurisdictions consensus on use of detention
  3. Conduct regular “JDAI” training for line staff
  4. Add members to executive committee &/or work groups as needed and informed by the work plan, including racial/ethnic justice champions with explicit authority to address racial/ethnic disparities in the system.
  5. Community members in the collaborative are given information and technical assistance to meaningfully contribute to detention reform
  6. Conduct ongoing detention reform “coaching” as new members are added
  7. Conduct model site visit(s)

### Data

- Site Has Developed the Capacity to Analyze and Interpret Data
  1. Generate routine (at least quarterly) management & statistical reports consistent with JDAI model formats
  2. Conduct routine reviews of data reports with the collaborative, including relevance of the data to inform policy and practice
  3. Monitor public safety indicators (e.g., FTA, re-arrest)

4. Do a specialized quantitative data collection to deepen analysis of target populations as needed, (e.g., “peel the onion”)
5. Conduct a qualitative analysis of target populations as needed to inform policy changes
6. Submit complete and accurate Results Report

### **Objective Admission Policies & Practices**

- The site has developed and is using a juvenile detention Risk Assessment Instrument (RAI) as a fundamental tool to assure fairness and objectivity in the detention screening process.
- The efficacy of the RAI is gauged through continued monitoring of detention data and through validation of the RAI in a follow-up study of released children.
- The RAI is updated periodically to ensure its ongoing relevance and effectiveness.
  1. Implement RAI (if not accomplished in year/phase 1)
  2. Assess RAI outcomes(FTA, re-arrest, racial/ethnic impact, etc)
  3. Assess RAI implementation issues (e.g., use of overrides)
  4. Track RAI results, modify as needed

### **Alternatives to Detention**

- Alternatives to Detention are Responsive to Youth Needs as Informed by Quantitative & Qualitative Data & Serve Only Those Youth Who Would Otherwise Be Detained
  1. Complete an assessment and analysis of current ATD
  2. Develop/enhance a continuum of ATD that are race, culture and gender responsive based upon results of the assessment in number 1 above and as informed by data
  3. Utilize results of geographic profile of detention use (from year/phase 1 detention utilization study) to inform development/enhancement of ATD
  4. Develop mechanisms to monitor use and outcomes of ATD according to JDAI recommendations (e.g., entries, exits, FTA, re-arrest, race, ethnicity, gender, geography)

### **Case Processing**

- Cases Are Processed in a Fair & Efficient Manner that Result in Reductions of Unnecessary and Inappropriate Detention
  1. Establish a case processing work group to identify ways to make case processing more timely and efficient (if not accomplished in year/phase 1)

2. Complete an analysis of case processing time frames
  - a. Map key decision points, policies and timelines
  - b. Disaggregate data by race, ethnicity & gender
  - c. Analyze results
  - d. Identify policy changes to expedite case processing as informed by the mapping
3. Conduct routine (at least weekly) reviews of detained cases to determine what might be done to expedite release
4. Develop statistical reports and/or population sheets to routinely track length of stay and case processing times to identify points of unnecessary delay
5. Institute policies and procedures to process youth on ATD within time frames of youth in secure custody
6. Identify policies and practices to expedite case processing
7. Monitor results of changes including impact on race/ethnicity/gender

### **Special Detention Cases**

- Policies and Practices are Developed to Reduce and Monitor Use of Detention for Special Detention Cases
  1. Assess use of detention for VOP's, warrants, and awaiting placement cases (including assessment of differential impact on different groups)
  2. Develop policies and procedures to reduce special detention cases
  3. Monitor the impact of changes
  4. Policies have been established to ensure VOPs are processed promptly
  5. Develop protocols that require management review of all requests for use of detention for VOPs to verify that all appropriate detention alternative programs have been exhausted
  6. Track the number of detention beds dedicated to the pending placement population, the length of stay, racial/gender differences, adjudicated offenses of youth, and cause of delay.
  7. Establish policies and procedures, as well as a Memorandum of Understanding (MOU) with stakeholders to reduce issuing warrants unnecessarily through, efficient court processing time frames, procedures to notify and remind youth and parents of upcoming hearings, increased efforts to locate youth, and supervisory staffings prior to issuing a warrant.
  8. Track the number of detention beds dedicated to the pending placement population, the length of stay, racial/gender

differences, adjudicated offenses of youth, and cause of delay.

### **Conditions of Confinement**

- A facility self assessment has been conducted and resulting correction plan has been developed and implemented.
  1. Conduct facility self-inspection and produce report on findings
  2. develop a corrective action plan based upon the self-inspection
  3. Monitor implementation of the corrective action plan
  4. Add and train new members of the self-inspection team as needed

### **Racial/Ethnic Disparities & DMC**

- Increased focus on reducing racial/ethnic disparities is evidenced by a well thought out work plan with measurable results.
  1. Disaggregate all core strategy analysis above, by race/ethnicity/gender/geography.
  2. Conduct a system assessment through a Racial/Ethnic Lens
  3. Complete quantitative analysis of racial disparities at system decision points to identify points where disparities may increase (or lessen)
  4. Develop detailed work plan for addressing racial disparities and DMC based upon 1 and 2, above, as well as the results of the geographic profile of detention previously conducted
  5. Implement changes in policies, practices and programs as called for in work plan
  6. Routinely monitor the design, implementation and impact of policy, practice and program reforms through a racial/ethnic equity lens
  7. There are training opportunities for all levels of the juvenile justice agencies to increase their knowledge on DMC to educate the larger community.
  8. Community Members in Collaborative Given Information and Technical Assistance to Meaningfully Contribute to Detention Reform

## AUDIT REQUIREMENTS

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

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

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

1. Date of last audit: June, 2009
2. Date(s) covered by last audit: 1/1/08-12/31/08
3. Last audit performed by: RubinBrown LLP (St. Louis)  
Phone number of auditor: (314) 290-3300
4. Date of next audit: June, 2010
5. Date(s) to be covered by next audit: 1/1/09-12/31/09
6. Next audit will be performed by: RubinBrown LLP (St. Louis)  
Phone number of auditor: (314) 290-3300
7. Total amount of funds received from ALL entities **INCLUDING** the Department of Public Safety:  
Federal Amount: \$1,274,615.00 State Amount: \$2,926,925.00

**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.

Agency: Boone, County of Phone: (573) 886-4305

Signed:  Date: 06/24/2010

# Report of Expenditure and Check Payee Information

If an applicant receives a subgrant award, the payment method for the contract will be a monthly reimbursement of expenses. "Start-up" funding is not allowed.

All monthly reimbursements will be transmitted via automated check handling (ACH). Should your agency receive an award and ACH creates an undue burden for your agency, please contact Carol Willhite, Accountant, with the Department of Public Safety at 573-522-9576.

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

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## Report Mailing Information:

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

Name:	Diana Vaughan		
Agency:	Boone County Circuit Judge's Office		
Address:	705 East Walnut Street		
City, State, Zip:	Columbia, MO 65201		
Telephone:	(573) 886-4189	Fax Number:	(573) 886-4070
Email address:	diana.vaughan@courts.mo.gov		

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## 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.

<b>AGENCY:</b>	Boone County Treasurer
<b>ADDRESS:</b> (include city, state, and zip)	805 East Walnut Street
	Columbia, MO 65201

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*\* 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 paper check if capable.*

# Title II Grant Non-Supplanting Certification Form

By signing below, we certify that our agency has reviewed the non-supplanting requirements of the Title II program. Specifically, acknowledge that federal Title II funds will be used to supplement existing funds and not substitute or replace local or state funds that have been appropriated or would otherwise be spent for the same purpose. We also indicate by signature that we understand if supplanting of state or local funds occurs, the Missouri Department of Public Safety may take corrective action as it deems necessary, up to and including the termination of any future Title II contract and the return or repayment of all or a portion of funds reimbursed to our agency during said contract period.

Applicant's Signatures:

 06/24/2010  
Authorized Official                      Date

 6/23/10  
Project Director                      Date

# Application/Subgrant Review Committee

**Agency:**  
Boone, County of

**Project Title:**  
13<sup>th</sup> Circuit Juvenile Detention Alternatives Initiative Program

**Date of Meeting:**  
5/17/10 and 6/22/10

Please indicate which area each member represents using the codes below. Please note that the Application/Subgrant Review Committee must consist of at least one staff, two youth, and two parents. NOTE: For confidentiality purposes, initials may be used.

S- Staff   Y-Youth Member   P-Parent

Application/Subgrant Review Committee Member's Name	Member's Organization/Address	Member Type
Marcia Hazelhorst	13 <sup>th</sup> Circuit Juvenile Division-Callaway County Juvenile Office 500 Market Street, Suite 302 Fulton, Mo	S
J.J.	5687 Hawk Lake Drive Fulton, Missouri	Y
A.T.	5050 McNeal Drive Syracuse, Mo 65354	Y
C.T.	5050 McNeal Drive Syracuse, Mo 65354	P-guardian
J.T.	5050 McNeal Drive Syracuse, Mo 65354	P-guardian

**Brief Meeting Summary:**

Meetings were conducted separately with parties in order to respect confidentiality. Both youth have been in detention at the RLPJJC. The grant proposal was reviewed with them and they were asked for their feedback.

A.T. is very close to being released from supervision and plans to remain at his grandmother's home, where he was placed for the past several months. He had at least two admissions and felt strongly that if there had been a suitable detention alternative for him, that he would have been successful. He did tell me that he felt that electronic monitoring would not have kept him at home, due to his boredom and anxiousness while being home. He would have likely left and would have violated his in-home condition. He was most interested in hearing about the Evening Reporting Center and felt something like that would have been more appropriate. His grandmother agreed with this feedback, and stated further that she felt his home life was a big part of his troubles.

J.J. is also very close to completing his supervision term with the Juvenile Office. At the time of last year's grant completion, he was in placement at the RLPJJC. He has been successful in not returning to detention. He still supports providing alternatives to youth instead of placing them in detention, however he did feel detention was helpful to him. He continues to advocate for electronic monitoring or some form of in-home detention.



## JJDP Certified Assurances

**Agency Name: Boone, County of**

**Project Title: 13<sup>th</sup> Circuit Juvenile Detention Alternatives Initiative Program**


**Contract Period: October 1, 2010 – September 30, 2011**

1. The applicant agrees to maintain the programmatic and financial records necessary to evaluate the effectiveness of the program.
2. In addition to monthly performance reports, the applicant agrees to submit a year-end report summarizing the total annual outputs and outcomes. This year-end report must provide a comparison between the program's expected and actual progress toward meeting the stated goal and performance measurement targets.
3. The applicant agrees to submit the appropriate records in a timely manner as required in the Department of Public Safety Financial and Administrative Guideline Manual.
4. The applicant agrees to comply with the provisions outlined in the Program Description for the Title II Grant Program.
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. These records must clearly show the hours worked and time spent specifically on this grant project. Job descriptions will also be maintained. Payroll records and time sheets shall be made available during monitoring visits.
6. **Travel:** Expenditures for travel must be supported and documented by signed travel vouchers. Lodging, transportation, and itemized meal receipts shall be available. Check with the Department of Public Safety for current rates. Federal grant funds will not be dispersed at a flat daily per diem rate. The applicant is responsible for ensuring that travel is completed in the most cost effective means. Actual travel costs may be reimbursed only after travel has been completed. Prior approval must be obtained from the Missouri Department of Public Safety prior to attending any training/travel that is not specifically outlined in the approved budget.
7. **Supplies/Operating Expenses:** Expenditures for supplies and operating expenses shall be in accordance with the approved budget. Documentation in the form of paid bills and vouchers 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. Reimbursement of conference registration fees will not be provided until the conference has taken place. No indirect costs will be allowed.
8. **Contractual Services:** The applicant assures that the following general requirements will be followed when subcontracting for work or services contained in this proposal:
  - a) All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation, and length of time over which the services will be provided which shall not exceed the length of the grant period.
  - b) Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. Rates exceeding \$450 (excluding travel and subsistence costs) for an 8-hour day requires written, prior approval from the U.S. Department of Justice. An 8-hour day may include preparation, evaluation, and travel time.
  - a) A copy of all written contracts for contractual or consultant services shall be forwarded to the Missouri Department of Public Safety, Office of the Director, upon ratification.
  - b) Payments shall be supported by statements documenting the services rendered and the period covered.
  - c) Any contract or agreement for services of \$3,000 or more which is not entered into as a result of a competitive bid process (or if only one bid is received) shall receive prior approval from the Missouri Department of Public Safety, Office of the Director.
9. **Interest:** The Applicant assures that federal funds will not be used to pay interest or any other financial costs. The Applicant shall **refund any interest earned on federal funds** to the Missouri Department of Public Safety.
10. 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.
11. The applicant certifies that all expendable and non-expendable property purchased with funds awarded under this contract shall be used for allowable activities as outlined in the Program Descriptions and the Missouri Department of Public Safety Financial and Administrative Guideline Manual.

12. 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.
13. 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. In addition, these records will clearly delineate other sources of revenue that may be utilized for this project and/or by this agency.
14. The applicant agrees to provide an annual audit of their organization, if required, in accordance with the provision of the Office of Management and Budget Circulars applicable to their organization.
15. The applicant assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Missouri Department of Public Safety, Office of the Director, may require. This includes any additional information that may be necessary in follow-up to monitoring and/or audit issues and in response to requests from the Department of Justice.
16. 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."
17. If the applicant is a law enforcement agency, the applicant assures that the agency is in compliance with the provisions of Section 43.505, RSMo, relating to uniform crime reporting and Section 590.650, RSMO, relating to racial profiling.
18. The Missouri Department of Public Safety, Office of the Director reserves the right to terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the contractor. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the contractor under the contract shall, at the option of the Missouri Department of Public Safety, become property of the state of Missouri. The contractor shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
19. 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.
20. Media – When discussing the Title II Grant Program in print or electronic media, the subgrantee must include an acknowledgement of the funding source similar to the following:

"This project was supported by funding made available through the Title II Grant Program contained in Juvenile Justice and Delinquency Prevention Act administered by the U.S. Department of Justice and the Missouri Department of Public Safety, Office of the Director, and the Juvenile Justice Advisory Group."
21. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

*Failure to comply with any of the foregoing certified assurances could result in funds being withheld until such time as the contractor takes appropriate action to rectify the incident(s) of non-compliance. The applicant hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the application packet, the Missouri Department of Public Safety Financial and Administrative Guideline Manual, the Office of Justice Programs Financial Guide, and the Federal Standard Assurances.*

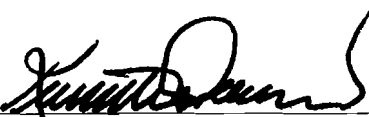
  
Authorized Official      06/24/2010  
Date

  
Project Director      6/23/10  
Date

## FEDERAL STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity:
  - a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
  - b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

  
 Authorized Official \_\_\_\_\_  
 Date 06/24/2010

  
 Project Director \_\_\_\_\_  
 Date 6/23/10

# 13<sup>th</sup> Circuit Juvenile Division

## Memorandum of Understanding

The undersigned hereby agree that certain juveniles, as determined by the Missouri Juvenile Detention Assessment Form, will be considered for placement at Prenger Family Center. Further, it is understood that the juvenile's placement is voluntary and the Juvenile Officer is not responsible for any actions of the juvenile or juvenile's parents. It is agreed that staff from the Juvenile Office, a law enforcement agency or other adult approved by the Juvenile Office will transport youth to Prenger Family Center located at: 400 Stadium Drive, Jefferson City Missouri 65101; Phone # 573-636-5177.

### **Those youth appropriate for Shelter care as an alternative to detention:**

- ✓ Youth 10-16 years of age
- ✓ Youth scoring within the range that qualifies for release or an alternative to detention based on the Missouri Juvenile Detention Assessment form.

### **The following youth are NOT appropriate for the Shelter care bed as an alternative to detention:**

- ✓ Youth that are referred for a sexual offense or have had prior legally sufficient referrals for sexual offending behavior
- ✓ Youth who are at the time of the referral under the influence of drugs/alcohol
- ✓ Youth that are referred for felony crimes against person offenses
- ✓ Youth that are out of state runaways/missing persons

### **The 13<sup>th</sup> Circuit Juvenile Division agrees to:**

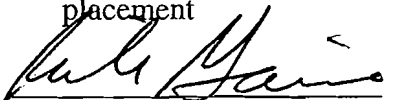
- ✓ Dependent on Grant Funding awarded through an OJDDP and Mo Department of Public Safety, Title II Formula Grant to provide payment of \$79.85 per day, effective April 1, 2010, and continuing through September 30, 2010. "Day" being defined as 12:00 a.m. through 11:59 p.m. It is agreed that payment would be requested for the first day of placement and would not be requested for the discharge day, provided departure occurred before 11:00 a.m. on the day of discharge.
- ✓ Payment will allow the 13<sup>th</sup> Circuit Juvenile Division to have access to a shelter care bed upon request and availability of said shelter care bed
- ✓ Provide a written referral including a copy of the Missouri Juvenile Detention Assessment prior to the utilization of the shelter care bed
- ✓ Provide 24 hour consultation with a Deputy Juvenile Officer for any questions or concerns resulting from the placement of youth. **Weekdays between 8:00 a.m.**

and 5:00 p.m. staff may be reached at 573-886-4200(Boone), 573-642-7992(Callaway) and after 5:00 p.m. evenings, weekends and holidays staff for both counties can be reached at 573-886-4450

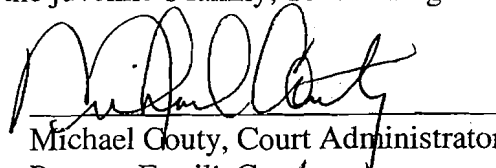
- ✓ Develop an exit strategy for the youth
- ✓ Provide, by fax a written request to release youth. Release document will include designated custodian or person to whom the juvenile may be released with anticipated date and time of release.

**Prenger Family Center will:**

- ✓ Provide a point of contact with phone number for the access and referral process
  - During business day 573-636-5177 to 1) Danny Emerson , 2) David Boucher
  - After 5:00 p.m., weekends and holidays 573-636-5177 to 1) Danny Emerson, 2) David Boucher, 3) Michael Couty
- ✓ Agree to accept male or female youth referred by the 13<sup>th</sup> Circuit Juvenile Division that meet the above criteria and provided shelter care bed(s) is available
- ✓ Have the right to refuse to admit youth whom they feel do not meet the above criteria
- ✓ Youth placed in the shelter care bed will be eligible for all treatment and services provided by Prenger Family Center to include, but not limited to: nursing services, medical services, health assessment, mental health assessment, visitation, school (as appropriate), service coordination services, orientation and screening process to include behavioral/educational assessment and psychological evaluation and any other services provided to clients of Prenger Family Center that would sustain a successful reunification to any alternative community placement.
- ✓ Provide a monthly itemized statement that includes the billing for the cost of the bed, dates of utilization of shelter care bed(s), names of youth utilizing bed, date and time of discharge and release.
- ✓ Maintain separate and confidential files for youth referred under this contract.
- ✓ Maintain custody of youth and comply with the written request for release.
- ✓ Group email notification will be provided upon shelter care bed(s) being unavailable. Those included in this email group would be: Rick Gaines, Cindy Garrett, and Marcia Hazelhorst. List of email addresses will be provided.
- ✓ Upon release from placement, Prenger Family Center will provide a copy of all paperwork, to include any assessments, evaluations, examinations, reports and notes pertaining to juvenile and/or the juvenile's family, done during placement



Rick Gaines, Juvenile Officer  
13<sup>th</sup> Circuit Juvenile Division  
Date: 4/7/10



Michael Couty, Court Administrator  
Prenger Family Center  
Date: 3/28/10

## Shelter Care Bed Referral Process

1. When a youth is presented for detention and the Deputy Juvenile Officer has in person contact with the youth, the responding Deputy Juvenile Officer will complete the JDTA.
2. If the youth scores in the detention alternative range or release, and is deemed appropriate for utilization of shelter care, the responding Deputy Juvenile Officer will obtain consent from the parent/custodian and juvenile to place the youth in shelter care at one of the following approved shelter care sites: Coyote Hill, Rainbow House, Prenger Family Center.
3. Upon obtaining consent, the Deputy Juvenile Officer will complete the admission inquiry form.
4. Once the admission inquiry form has been completed, the Deputy Juvenile Officer will contact a shelter care site nearest to the youth's residence provided the residence is in Boone or Callaway County. Out of jurisdiction youth in need of shelter care will be placed at the shelter care site nearest to the location the youth is taken into custody at.
5. Once accepted at a shelter care placement, the deputy juvenile officer will complete that facility's referral packet with the parent/custodian and obtain all necessary signatures authorizing the voluntary placement, including the Juvenile Officer's consent to participate in shelter care.
6. The Deputy Juvenile Officer will request the parent/custodian provide all medication that the youth is currently taking as well as at least three changes of clothing.
7. The Deputy Juvenile Officer will make a copy of the referral packet as well as the JDTA form to be given to the shelter care site upon the youth's arrival.
8. The Deputy Juvenile Officer will then arrange for the youth to be transported to the shelter care site. **Note: The parent is not to transport the youth.**
9. The Deputy Juvenile Officer will establish contact with the youth and parents within 24 hours of placement (excluding Saturdays, Sundays and legal holidays) to discuss possible probation services.
10. Within 48 hours (excluding Saturdays, Sundays and legal holidays), the deputy juvenile officer will have a proposed exit strategy for the youth, reviewed and signed by a supervisor with a proposed release date.
11. Within 72 hours (excluding Saturdays, Sundays and legal holidays) the deputy juvenile officer will either have a signed informal adjustment agreement or will have completed the necessary paperwork for formal case processing.
12. The deputy juvenile officer will fax a written request to release youth to the shelter care site prior to the release date. The Release document should include designated custodian or person to whom the juvenile may be released with anticipated date and time of release.

## Shelter Care Contact Numbers:

### Coyote Hill

Contact: Bill Atherton

Business Hours: 573-874-0179

Evenings/Weekends: 573-808-6588

Fax 573-875-0510

### Rainbow House

Contact: 1) Kristi Turner 2) Jan Stock 3) House Parent

All hours: 573-474-6600

Fax 573-474-5992

### Prenger Family Center

Contact: 1) Danny Emerson 2) David Boucher 3) Michael Couty

All hours: 573-636-5177

Fax 573-634-5162

# 13<sup>th</sup> Circuit Juvenile Division

## Memorandum of Understanding

The undersigned hereby agree that certain juveniles, as determined by the Missouri Juvenile Detention Assessment Form, will be considered for placement at Coyote Hill. Further, it is understood that the juvenile's placement is voluntary and the Juvenile Officer is not responsible for any actions of the juvenile or juvenile's parents. It is agreed that staff from the Juvenile Office, a law enforcement agency or other adult approved by the Juvenile Office will transport youth to Coyote Hill located at: 9501 Coyote Hill Road, Harrisburg, Mo 65256; Phone # 573-874-0179.

### **Those youth appropriate for Shelter care as an alternative to detention:**

- ✓ Youth 10-16 years of age
- ✓ Youth scoring within the range that qualifies for release or an alternative to detention based on the Missouri Juvenile Detention Assessment form.

### **The following youth are NOT appropriate for the Shelter care bed as an alternative to detention:**

- ✓ Youth that are referred for a sexual offense or have had prior legally sufficient referrals for sexual offending behavior
- ✓ Youth who are at the time of the referral under the influence of drugs/alcohol
- ✓ Youth that are referred for felony crimes against person offenses
- ✓ Youth that are out of state runaways/missing persons

### **The 13<sup>th</sup> Circuit Juvenile Division agrees to:**

- ✓ Dependent on Grant Funding awarded through an OJDDP and Mo Department of Public Safety, Title II Formula Grant to provide payment of \$79.85 per day, effective April 1, 2010, and continuing through September 30, 2010. "Day" being defined as 12:00 a.m. through 11:59 p.m. It is agreed that payment would be requested for the first day of placement and would not be requested for the discharge day, provided departure occurred before 11:00 a.m. on the day of discharge.
- ✓ Payment will allow the 13<sup>th</sup> Circuit Juvenile Division to have access to a shelter care bed upon request and availability of said shelter care bed
- ✓ Provide a written referral including a copy of the Missouri Juvenile Detention Assessment prior to the utilization of the shelter care bed
- ✓ Provide 24 hour consultation with a Deputy Juvenile Officer for any questions or concerns resulting from the placement of youth. **Weekdays between 8:00 a.m.**

RECEIVED

APR 07 2010

CALLAWAY COUNTY  
JUVENILE OFFICE

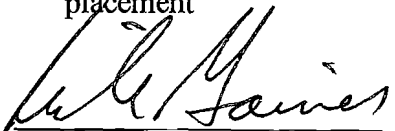


and 5:00 p.m. staff may be reached at 573-886-4200(Boone), 573-642-7992(Callaway) and after 5:00 p.m. evenings, weekends and holidays staff for both counties can be reached at 573-886-4450


- ✓ Develop an exit strategy for the youth
- ✓ Provide, by fax a written request to release youth. Release document will include designated custodian or person to whom the juvenile may be released with anticipated date and time of release.

**Coyote Hill will:**

- ✓ Provide a point of contact with phone number for the access and referral process
  - During business day 573-874-0179 to 1) Bill Atherton
  - After 5:00 p.m., weekends and holidays 573-808-6588 to Bill Atherton.
- ✓ Agree to accept male or female youth referred by the 13<sup>th</sup> Circuit Juvenile Division that meet the above criteria and provided shelter care bed(s) is available
- ✓ Have the right to refuse to admit youth whom they feel do not meet the above criteria
- ✓ Youth placed in the shelter care bed will be eligible for all treatment and services provided by Coyote Hill to include, but not limited to: nursing services, medical services, health assessment, mental health assessment, visitation, school (as appropriate), service coordination services, orientation and screening process to include behavioral/educational assessment and psychological evaluation and any other services provided to clients of Coyote Hill that would sustain a successful reunification to any alternative community placement.
- ✓ Provide a monthly itemized statement that includes the billing for the cost of the bed, dates of utilization of shelter care bed(s), names of youth utilizing bed, date and time of discharge and release.
- ✓ Maintain separate and confidential files for youth referred under this contract.
- ✓ Maintain custody of youth and comply with the written request for release.
- ✓ Group email notification will be provided upon shelter care bed(s) being unavailable. Those included in this email group would be: Rick Gaines, Cindy Garrett, and Marcia Hazelhorst. List of email addresses will be provided.
- ✓ Upon release from placement, Coyote Hill will provide a copy of all paperwork, to include any assessments, evaluations, examinations, reports and notes pertaining to juvenile and/or the juvenile's family, done during placement



Rick Gaines, Juvenile Officer  
13<sup>th</sup> Circuit Juvenile Division  
Date: 4/8/10

  
Larry McDaniel, Director  
Coyote Hill  
Date: 4/1/2010

## Shelter Care Bed Referral Process

1. When a youth is presented for detention and the Deputy Juvenile Officer has in person contact with the youth, the responding Deputy Juvenile Officer will complete the JDTA.
2. If the youth scores in the detention alternative range or release, and is deemed appropriate for utilization of shelter care, the responding Deputy Juvenile Officer will obtain consent from the parent/custodian and juvenile to place the youth in shelter care at one of the following approved shelter care sites: Coyote Hill, Rainbow House, Prenger Family Center.
3. Upon obtaining consent, the Deputy Juvenile Officer will complete the admission inquiry form.
4. Once the admission inquiry form has been completed, the Deputy Juvenile Officer will contact a shelter care site nearest to the youth's residence provided the residence is in Boone or Callaway County. Out of jurisdiction youth in need of shelter care will be placed at the shelter care site nearest to the location the youth is taken into custody at.
5. Once accepted at a shelter care placement, the deputy juvenile officer will complete that facility's referral packet with the parent/custodian and obtain all necessary signatures authorizing the voluntary placement, including the Juvenile Officer's consent to participate in shelter care.
6. The Deputy Juvenile Officer will request the parent/custodian provide all medication that the youth is currently taking as well as at least three changes of clothing.
7. The Deputy Juvenile Officer will make a copy of the referral packet as well as the JDTA form to be given to the shelter care site upon the youth's arrival.
8. The Deputy Juvenile Officer will then arrange for the youth to be transported to the shelter care site. **Note: The parent is not to transport the youth.**
9. The Deputy Juvenile Officer will establish contact with the youth and parents within 24 hours of placement (excluding Saturdays, Sundays and legal holidays) to discuss possible probation services.
10. Within 48 hours (excluding Saturdays, Sundays and legal holidays), the deputy juvenile officer will have a proposed exit strategy for the youth, reviewed and signed by a supervisor with a proposed release date.
11. Within 72 hours (excluding Saturdays, Sundays and legal holidays) the deputy juvenile officer will either have a signed informal adjustment agreement or will have completed the necessary paperwork for formal case processing.
12. The deputy juvenile officer will fax a written request to release youth to the shelter care site prior to the release date. The Release document should include designated custodian or person to whom the juvenile may be released with anticipated date and time of release.

## **Shelter Care Contact Numbers:**

### **Coyote Hill**

**Contact: Bill Atherton**

**Business Hours: 573-874-0179**

**Evenings/Weekends: 573-808-6588**

**Fax 573-875-0510**

### **Rainbow House**

**Contact: 1) Kristi Turner 2) Jan Stock 3) House Parent**

**All hours: 573-474-6600**

**Fax 573-474-5992**

### **Prenger Family Center**

**Contact: 1) Danny Emerson 2) David Boucher**

**All hours: 573-636-5177**

**Fax 573-634-5162**

## 13<sup>th</sup> Circuit Juvenile Division

### Memorandum of Understanding

The undersigned hereby agree that certain juveniles, as determined by the Missouri Juvenile Detention Assessment Form, will be considered for placement at Rainbow House. Further, it is understood that the juvenile's placement is voluntary and the Juvenile Officer is not responsible for any actions of the juvenile or juvenile's parents. It is agreed that staff from the Juvenile Office, a law enforcement agency or other adult approved by the Juvenile Office will transport youth to Rainbow House located at: 1611 Towne Drive, Columbia Missouri 65202; Phone # 573-474-6600.

#### **Those youth appropriate for Shelter care as an alternative to detention:**

- ✓ Youth 10-16 years of age
- ✓ Youth scoring within the range that qualifies for release or an alternative to detention based on the Missouri Juvenile Detention Assessment form.

#### **The following youth are NOT appropriate for the Shelter care bed as an alternative to detention:**

- ✓ Youth that are referred for a sexual offense or have had prior legally sufficient referrals for sexual offending behavior
- ✓ Youth who are at the time of the referral under the influence of drugs/alcohol
- ✓ Youth that are referred for felony crimes against person offenses
- ✓ Youth that are out of state runaways/missing persons

#### **The 13<sup>th</sup> Circuit Juvenile Division agrees to:**

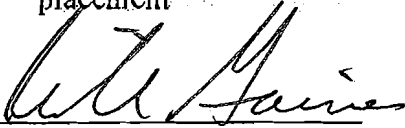
- ✓ Dependent on Grant Funding awarded through an OJDDP and Mo Department of Public Safety, Title II Formula Grant to provide payment of \$79.85 per day, effective April 1, 2010, and continuing through September 30, 2010. "Day" being defined as 12:00 a.m. through 11:59 p.m. It is agreed that payment would be requested for the first day of placement and would not be requested for the discharge day, provided departure occurred before 11:00 a.m. on the day of discharge.
- ✓ Payment will allow the 13<sup>th</sup> Circuit Juvenile Division to have access to a shelter care bed upon request and availability of said shelter care bed
- ✓ Provide a written referral including a copy of the Missouri Juvenile Detention Assessment prior to the utilization of the shelter care bed
- ✓ Provide 24 hour consultation with a Deputy Juvenile Officer for any questions or concerns resulting from the placement of youth. **Weekdays between 8:00 a.m.**

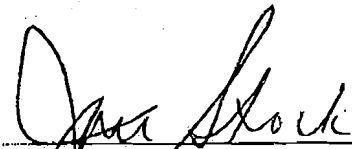
and 5:00 p.m. staff may be reached at 573-886-4200(Boone), 573-642-7992(Callaway) and after 5:00 p.m. evenings, weekends and holidays staff for both counties can be reached at 573-886-4450

- ✓ Develop an exit strategy for the youth
- ✓ Provide, by fax a written request to release youth. Release document will include designated custodian or person to whom the juvenile may be released with anticipated date and time of release.

**Rainbow House will:**

- ✓ Provide a point of contact with phone number for the access and referral process
  - During business day 573-474-6600 to 1) Kristi Turner, 2) Jan Stock
  - After 5:00 p.m., weekends and holidays 573-474-6600 to house parent on duty.
- ✓ Agree to accept male or female youth referred by the 13<sup>th</sup> Circuit Juvenile Division that meet the above criteria and provided shelter care bed(s) is available
- ✓ Have the right to refuse to admit youth whom they feel do not meet the above criteria
- ✓ Youth placed in the shelter care bed will be eligible for all treatment and services provided by Rainbow House to include, but not limited to: nursing services, medical services, health assessment, mental health assessment, visitation, school (as appropriate), service coordination services, orientation and screening process to include behavioral/educational assessment and psychological evaluation and any other services provided to clients of Rainbow House that would sustain a successful reunification to any alternative community placement.
- ✓ Provide a monthly itemized statement that includes the billing for the cost of the bed, dates of utilization of shelter care bed(s), names of youth utilizing bed, date and time of discharge and release.
- ✓ Maintain separate and confidential files for youth referred under this contract.
- ✓ Maintain custody of youth and comply with the written request for release.
- ✓ Group email notification will be provided upon shelter care bed(s) being unavailable. Those included in this email group would be: Rick Gaines, Cindy Garrett, and Marcia Hazelhorst. List of email addresses will be provided.
- ✓ Upon release from placement, Rainbow House will provide a copy of all paperwork, to include any assessments, evaluations, examinations, reports and notes pertaining to juvenile and/or the juvenile's family, done during placement

  
 Rick Gaines, Juvenile Officer  
 13<sup>th</sup> Circuit  
 Date: 4/8/10

  
 Jan Stock, Director  
 Rainbow House  
 Date: 4/5/10



# FULTON POLICE DEPARTMENT

FULTON, MISSOURI 65251

**STEVEN F. MYERS**  
CHIEF OF POLICE



June 15, 2010

Nancy Capps  
Missouri Department of Public Safety  
Office of the Director  
Truman State Office Building, Room 870  
301 West High Street  
P.O. Box 749  
Jefferson City, Missouri 65102-0749

Dear Ms. Capps:

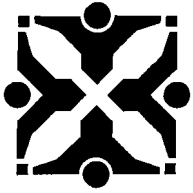
Please accept this letter of support for the 13<sup>th</sup> Circuit Juvenile Division's application for Title II Grant funding. I have been an active participant on their JDAI collaborative board since it's inception in December of 2009. I have had the pleasure of joining their team on a site visit to the Santa Cruz County Probation Department and witnessing first hand the success of another JDAI site. The 13<sup>th</sup> Circuit Juvenile Division has made great strides in their first year of this initiative. I would like to see them continue on in this endeavor.

I look forward to continuing to participate on their collaborative team and assisting them with further development of this project.

In closing, I encourage you to grant their funding proposal as I believe it would be an asset to the juvenile justice system, specifically to the youth and families they serve.

Sincerely,

Chief Steve Myers  
Fulton Police Department



# CITY OF COLUMBIA, MISSOURI



POLICE DEPARTMENT

June 16, 2010

Nancy Capps  
Missouri Department of Public Safety  
Office of the Director  
Truman State Office Building, Room 870  
301 West High Street  
P.O. Box 749  
Jefferson City, Missouri 65102-0749

Dear Ms. Capps:

Please accept this letter of support for the 13<sup>th</sup> Circuit Juvenile Division's application for Title II Grant funding. I have been an active participant on their JDAI collaborative board since December of 2009. I am currently preparing to assist them with their Detention Self Assessment and feel confident that they will work hard to address recommended areas of detention reform.

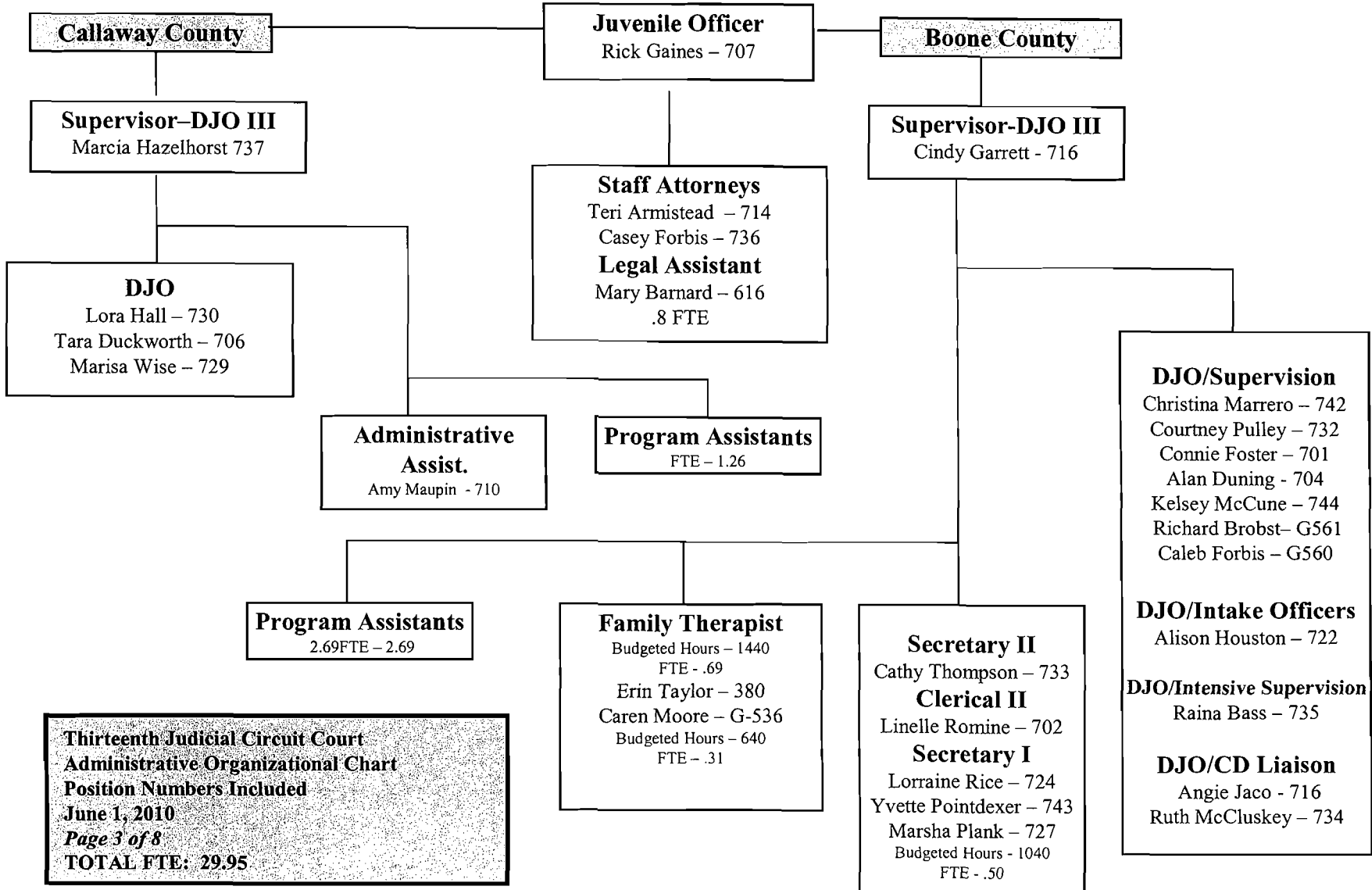
As a collaborative team member, I have been kept informed of their JDAI endeavors as well as been provided with progress reports which reflect the data they have been keeping on their use of the JDTA as well as detention. I am interested in continuing to follow their progress and look forward to the continued positive collaboration between our agencies.

In closing, I highly recommend that you continue funding the 13<sup>th</sup> Circuit's Juvenile Detention Initiative Program.

Sincerely,

Stephen Monticelli  
Captain, Investigative Bureau Commander  
Columbia Police Department

# Juvenile Office



**Thirteenth Judicial Circuit Court  
Administrative Organizational Chart  
Position Numbers Included  
June 1, 2010  
Page 3 of 8  
TOTAL FTE: 29.95**



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned

Term. 20 10

In the County Commission of said county, on the 24<sup>th</sup> day of June 20 10

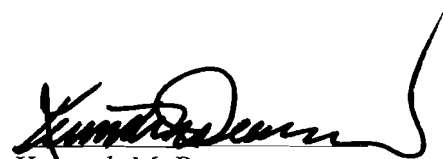
the following, among other proceedings, were had, viz:

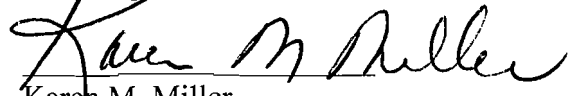
Now on this day the County Commission of the County of Boone does hereby approve the agreement between the Boone County Sheriff's Department, and the National Bikers Association, for assistance in providing safety and security for the 33<sup>rd</sup> National Bikers Rally beginning on August 2, 2010 and ending August 8, 2010.. The terms of this cooperative agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 24<sup>th</sup> day of June, 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

## AGREEMENT

THIS AGREEMENT is made and entered into by and between the 2010 Missouri Roundup Committee, Inc., a Missouri General Not-For-Profit Corporation contracting on behalf of the National Bikers Association, (hereafter "MRC") and Boone County, Missouri, by and through the Boone County Sheriff's Department (herein "County").

WITNESSETH:

WHEREAS, MRC is desirous of obtaining assistance in providing safety and security for the period of August 2, 2010 through August 8, 2010 for the 33<sup>rd</sup> National Bikers Rally, an event being held at the Boone County Fairgrounds, 5212 N. Oakland Gravel Road, Columbia, MO.

WHEREAS, County has personnel and expertise to assist MRC in its efforts, and

WHEREAS, the parties deem it to their mutual benefit to set forth the terms of their agreement in writing,

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. County will provide appropriately trained personnel and assistance as mutually agreed, when requested from August 2, 2010 through August 8, 2010.
2. MRC will consult with County in planning scheduling and conducting the work to be performed pursuant to this agreement. MRC representative for such purposes shall be Dennis Barton or his designee; County's representative shall be Sheriff Dwayne Carey or his designee.
3. MRC shall compensate County for services rendered pursuant to this agreement at the rate of \$40.00 per hour. County will invoice 2010 Missouri Roundup Committee, 1345 Woodruff Avenue, St. Louis, Missouri 63042 mailing address: P.O. Box 329; St. Louis, Missouri 63042 for services rendered at the conclusion the event during the term of this agreement. Such invoices shall contain sufficient documentation to permit independent verification by MRC of amounts due. Payment will be due within thirty (30) day of the date of said invoice.
4. The parties agree that:
  - a. Work conducted under this agreement will be carried out according to procedures which are mutually acceptable to the parties.
  - b. County acts as an independent contractor for purposes of this agreement, and shall not act as an agent for the MRC. Nor shall any individuals assigned by County to render services pursuant to this agreement be deemed to be employees of the MRC for any purposes whatsoever including but not limited to Social Security, Employment Compensation, workers Compensation or other insurance.

5. Notwithstanding any provision contained herein, the commissioned peace officers employed by the Boone County Sheriff's Department will enforce all applicable state and local laws in accordance with the policies and procedures of the Boone County Sheriff's Department.
6. Should this agreement be placed in the hands of an attorney by County to collect the amounts due hereunder, MRC shall be responsible for all costs of collection, including a reasonable attorney's fee, if County is the prevailing party in said collection action.

**IN WITNESS WHEREOF** the parties, through their duly authorized representatives, have executed this agreement effective as of the date of the last party to execute the same.

Executed by MRC this 22 day of JUNE, 2010.

Executed by Boone County this 24<sup>th</sup> day of June, 2010.

**2010 MISSOURI ROUNDUP CMTE, INC.**

*ON BEHALF OF 2010 MISSOURI ROUNDUP*

By: Dennis Baaton

**BOONE COUNTY**

*COMMITTEE*

By: Kenneth M. Pearson

D.B. ~~President~~ CO-CHAIRMAN

Kenneth M. Pearson, Presiding Commissioner

Printed Name: Dennis BAATON

ATTEST:

Wendy S. Noren  
Wendy S. Noren, County Clerk

APPROVED – BCSD:

Dwayne Carey  
Dwayne Carey, Boone County Sheriff

APPROVED AS TO LEGAL FORM:

C.J. Dykhouse  
C.J. Dykhouse, County Counselor

**AUDITOR CERTIFICATION**

I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged and there exists a sufficient unencumbered appropriation balance.

Jane E. Pitchford 6/23/10  
Jane E. Pitchford, Auditor Date

**AGREEMENT FOR CROWD MANAGEMENT SERVICES**

1. This Agreement is made and entered into by and between:

"MANAGER": 2010 MISSOURI ROUNDUP COMMITTEE, INC.  
1345 Woodruff Avenue  
St Louis, MO 63133  
Attention: Dennis Barton, Co-Chairman

"CONTRACTOR": Contemporary Services Corporation  
17101 Superior Street  
Northridge, CA 91325  
Attention: Legal Department

Any notice or other communication given hereunder or in connection herewith shall be sufficiently given if in writing and (a) sent by certified mail or overnight courier, postage or delivery costs prepaid and return receipt requested, (b) sent by facsimile transmission, or (c) delivered personally, to the parties hereto to the above following addresses or to such addresses as the parties may from time to time provide in writing. Such notice shall be deemed given on the date on which personally served or, if by mail, on the third (3rd) day after being posted or on the date of actual receipt, whichever is earlier, or if by facsimile transaction with confirmation of receipt, one (1) business day after sent or the time of actual receipt, whichever is earlier.

2. CONTRACTOR shall provide general crowd management services as determined necessary by MANAGER for the 33rd National Bikers Roundup ("Event") at the Boone County Fairgrounds, 5212 N. Oakland Gravel Road, Columbia, MO 65202 ("Job Site").

3. MANAGER shall notify CONTRACTOR of the exact number of personnel required, and/or hours needed no later than six (6) working days prior to the time for which they are needed.

4. At least seven (7) days prior to the Event, MANAGER shall pay one hundred percent (100%) of the estimated cost of Services prepared by CONTRACTOR ("Deposit"). If the Deposit is not timely received, services will not be provided. At the conclusion of the Event, any remaining additional amount shall be due and payable upon receipt of an invoice. All payments made by MANAGER to CONTRACTOR should be remitted as follows:

If by mail to: Contemporary Services Corporation  
Dept. 8518  
Los Angeles, CA 90084-8518

If Via overnight/Fed Ex to: Contemporary Services Corporation  
Wells Fargo Lockbox Serv. Dept. 8518  
3440 Flair Dr.  
El Monte, CA 91731

If payment is not received within thirty (30) days, one and one-half percent per month interest shall be added. MANAGER shall pay all collection expenses, including attorney's fees, whether or not suit is filed.

5. CONTRACTOR shall be compensated at the below rates, plus any applicable sales taxes on such services, per person-hour, with a minimum of four (4) hours per staff requested:

Event Staff	\$16.50
Supervisors	\$20.50
Event Manager	\$23.00
(Describe Other) _____	\$ _____

St. Louis, MO Branch

Revised: 6/21/10v2

Initial: MANAGER: D.B., CONTRACTOR: [Signature]

IN BEHALF OF MISSOURI ROUNDUP COMMITTEE

Any applicable sales taxes on such services shall be added to the above rates as applicable and shall be set forth in the invoice presented by the CONTRACTOR to the MANAGER. MANAGER shall pay one and one-half (1.5) times the rates for services provided on New Year's Day, Martin Luther King's Birthday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve. If an employee works more than eight (8) hours per day or forty (40) hours per week, overtime hours shall be paid at one and one half (1.5) times the rates or as otherwise required by applicable laws. If an employee works in excess of four hours, such excess shall be paid in fifteen-minute increments. Should MANAGER provide less than twenty-four (24) hours notice of changes in its manpower requirements, such changes shall be paid at one and one-half (1.5) times the rates. Should MANAGER cancel any or all of its manpower requests less than twenty-four (24) hours prior to reporting time, MANAGER shall pay at the regular rate for each canceled employee as if such employee had worked four (4) hours.

6. If State, Federal, local city or county Minimum Wage Standards, applicable Living Wages, governmentally mandated health benefits payments or related levies or taxes or the like are increased or levied, as the case may be, against CONTRACTOR during this Agreement, the rates paid to CONTRACTOR by MANAGER shall be adjusted by any such increase, levy, payments or taxes, times 1.4 to reflect the increase in minimum wages and/or related benefits payments, levies or taxes.

7. MANAGER shall provide CONTRACTOR personnel working at the Event with housing at Stephens College and parking the Job Site at no cost or MANAGER shall reimburse CONTRACTOR for the costs of housing and parking for its personnel working the Event. CONTRACTOR shall bill MANAGER for all such housing and parking costs incurred by its personnel working the Event in its invoice which shall be due and payable on the terms and conditions set forth above.

MANAGER shall provide CONTRACTOR personnel working at the Event with either 3 catered meals per day at no cost, or provide CONTRACTOR personnel working the Event a per diem rate of \$ \_\_\_\_ per day for meals.

8. CONTRACTOR shall use its normal uniform. If MANAGER requests that CONTRACTOR utilize metal detection wands, MANAGER agrees that the effectiveness of metal detecting wand procedures is that of a visual deterrent in attempting to screen out prohibited metal objects from being brought into the Job Site. CONTRACTOR agrees to implement the requested services so as to maximize the effectiveness as intended. However, CONTRACTOR does not represent that the use of the metal detection wands shall be completely effective against any and all contraband. If CONTRACTOR provides metal detecting wand devices for an Event, there shall be a rental charge of Fifteen and 00/100 dollars (\$15.00) per device per Event day.

MANAGER shall provide CONTRACTOR with seventeen (17) two-way radios, and seven (7) golf carts for CONTRACTORS' exclusive use during the Event. Any other equipment MANAGER desires, shall be provided by it or purchased by CONTRACTOR with MANAGER providing reimbursement and any related labor cost. CONTRACTOR shall be provided with a suitable check-in area for roll call, suitable office space where applicable and a locked storage area.

9. MANAGER understands the time and expense CONTRACTOR incurs to recruit and train personnel. MANAGER shall not solicit, offer to hire, or hire, CONTRACTOR's employees (defined as anyone employed by CONTRACTOR ~~during this Agreement or within one (1) year prior to such solicitation, offering or hiring, whichever is longer~~) either during this Agreement or for one year thereafter. Should MANAGER hire any such employee, it shall pay twenty percent (20%) of the employee's expected first year's gross earnings from MANAGER or five thousand dollars (\$5,000), whichever is greater. MANAGER further agrees not to assist or encourage any such employees to start up a business that would provide similar services to MANAGER or to retain or hire any such businesses during this Agreement or for one year thereafter. CONTRACTOR shall receive its attorney's fees in enforcing this paragraph.

10. MANAGER shall indemnify, defend and hold harmless CONTRACTOR, its agents, officers and employees from and against any liability, cost or expense, including attorney's fees, arising out of or associated with any claim for damages and/or personal injury, including death therefrom, to any person, or property damage or loss, including equipment belonging to MANAGER, which might arise in connection with or be occasioned by this Agreement however same may be caused regardless of responsibility for negligence. MANAGER shall maintain general liability insurance

St. Louis, MO Branch

Revised: 6/21/10v2

Initial: MANAGER: DB, CONTRACTOR: JL

ON BEHALF OF MISSOURI ROUNDUP  
COMMITTEE

in the amount of one million dollars during this Agreement and CONTRACTOR shall be an additional insured subject to this Agreement.

11. This Agreement shall not create the relationship of agent, servant, employee, partnership, joint venture or association as between MANAGER and CONTRACTOR.

12. This Agreement shall bind and benefit the parties and their respective heirs, representatives, successors and assigns. However, it shall not be assigned or otherwise transferred by either party without the prior written consent of the other party.

13. The term of this Agreement shall commence August 2, 2010, continuing with around-the-clock twenty-four hour coverage of the Event through its termination on August 8, 2010. CONTRACTOR may terminate this agreement upon twenty-four hours notice.

14. This Agreement sets forth all of the rights and duties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. Only a mutually signed writing may amend this Agreement.

15. Each party's performance hereunder shall comply with all applicable laws. This Agreement shall be enforced and interpreted under the laws of the state in which the services are performed. Should any part, term or provision of this Agreement be held void, illegal, unenforceable or in conflict with any law, the validity of the remaining parts or provisions shall not be affected thereby. Should either party commence any legal action or proceeding in order to enforce or interpret any term or provision of this Agreement, the prevailing party shall recover its reasonable costs and attorney's fees.

16. This Agreement may be executed in two or more counterparts, including by facsimile or email copy, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

The parties hereto have caused this instrument to be executed by their authorized representative.

**MANAGER: 2010 MISSOURI ROUNDUP COMMITTEE, INC.**

Date: 6-22-10  
ON BEHALF OF MISSOURI ROUNDUP COMMITTEE  
By: Dennis Barton

**Print Name: Dennis Barton**

**Title: Co-Chairman**

---

**CONTRACTOR: CONTEMPORARY SERVICES CORPORATION**

Date: 6/22/10  
By: [Signature]

**Print Name: Jason Daskal**

**Title: Branch Manager**

St. Louis, MO Branch

Revised: 6/21/10v2

Initial: MANAGER: D.B. CONTRACTOR: [Signature]

ON BEHALF OF MISSOURI ROUNDUP  
COMMITTEE

311 -2010

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 10

County of Boone

} ea.

In the County Commission of said county, on the

24<sup>th</sup>

day of June

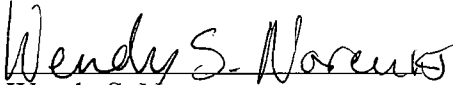
20 10


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

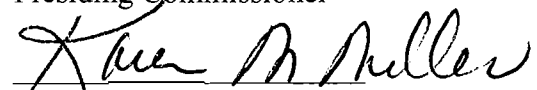
Now on this day the County Commission of the County of Boone does hereby approve the proposal to transfer above the authorized transfer salary for David Lorensen from the Sheriff's Department of Corrections, into the position of Correction Corporal at 103% of Mid-Point.

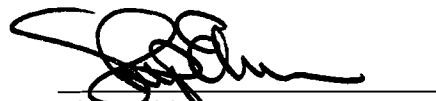
Done this 24<sup>th</sup> day of June, 2010.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# REQUEST TO TRANSFER ABOVE "ATS" (Authorized Transfer Salary)

## BOONE COUNTY Commission Order 146-2006

Description of form: To request approval to transfer above "ATS" (authorized transfer salary).

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability, approves budget revision (if applicable), returns original form to the Administrative Authority and forwards a copy to Human Resource Director.
3. The Human Resource Director reviews the request and provides recommendation to the Administrative Authority.
4. The Administrative Authority will schedule the request for approval by the Commission and provide the Commission with the HR Director's recommendation.
5. The County Commission will review all requests for a starting salary above the "ATS" and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
6. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee David Lorenson Department Sheriff - Corrections

Position Title Correction Corporal Position No. 657

Proposed Starting Salary (complete one only) Annual: \_\_\_\_\_ % of Mid-Point \_\_\_\_\_  
 OR Hourly: \$16.83 % of Mid-Point 103%

No. of employees in this job classification within your Department? 5

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level) Officer Lorenson went through the application, interviewing and selection process for the position. Mr. Lorenson has been with our department since March 18, 2005 when he started as a Corrections Support Officer, he was promoted to corrections officer on March 28, 2006. His experience in corrections will benefit him in this position as he takes on these added responsibilities.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification: All of the other Correction Corporals are paid at a higher salary than Corporal Lorenson due to their time with the department with the exception of Brian Poynter who has only been with our department since 2007.

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices? This promotion should not affect any other employee.

Additional comments: Please note the person in this position before Dave Lorenson was paid \$1.09 more than he will be making.

Administrative Authority's Signature: [Signature] Date: 6-23-10

Auditor's Certification:  Funds are available within the existing departmental salary and wage appropriation (#10100).  
 Funds are not available within the existing departmental salary and wage appropriation (#10100);  
 Budget revision required to provide funding is attached.  
 Auditor's Signature: [Signature] Date: 6/23/10

Human Resource Director's Recommendations: Recommend approval.

Human Resource Director's Signature: [Signature] Date: 6/24/10

County Commission  Approve  Deny  
 Comment(s): \_\_\_\_\_

Presiding Commissioner's Signature: [Signature] Date: 06/24/2010

District I Commissioner's Signature: [Signature] Date: \_\_\_\_\_

District II Commissioner's Signature: [Signature] Date: \_\_\_\_\_



# BOONE COUNTY PERSONNEL ACTION FORM

(Submit to County Auditor At Least ONE WEEK Prior to Pay Day)

Date Submitted 6-21-10

## General Information

Name <u>David Lorrison</u>	Sex (M/F) <u>m</u>	Marital Status (M/S)
Address _____	City _____	Zip _____
Birth Date _____	Social Security No. _____	
1st Department Name <u>Corrections</u>	Department Number <u>1255</u>	
2nd Department Name _____	Department Number _____	

## New Hire

Start Date _____	Previously Employed by Boone County Yes _____ No _____	
Position Number _____	Position Title _____	
Temporary (Y/N) _____	Benefited (Y/N) _____ Range _____ Rate \$ _____ /hr	
Check One: Full-Time _____ Part-Time _____	Check One: Exempt _____ Non-Exempt _____	% of Midpoint _____

## Change of Position

Old Position	End Date <u>5-20-10</u>	New Position	Start Date <u>5-21-10</u>		
Position Number <u>185</u>	Department Number <u>1255</u>	Range <u>27</u>	Position Number <u>157</u>	Department Number <u>2102</u>	Range <u>30</u>
Position Title <u>Corrections Officer</u>		Position Title <u>Corrections Corporal</u>			
From: Current Rate \$ <u>15.89</u> /hr	% of Midpoint <u>105%</u>	To: Current Rate \$ <u>16.83</u> /hr	% of Midpoint <u>100%</u>		
From: Full-time <u>X</u>	Part-time _____	To: Full-time <u>X</u>	Part-time _____		
Temporary (Y/N) <u>N</u>		Temporary (Y/N) <u>N</u>			
Benefited (Y/N) <u>Y</u>	Exempt (Y/N) <u>N</u>	Benefited (Y/N) <u>Y</u>	Exempt (Y/N) <u>N</u>		
Explanation: <u>Employee promoted during interview process</u>					

## Change of Salary

Old Salary End Date _____	New Salary Start Date _____	
Position Number _____	Position Title _____	Position Range _____
Current Rate: \$ _____ /hr	% of Midpoint _____	
Increase Up to Midpoint or (Decrease): \$ _____ /hr		
Increase Beyond Midpoint or (Decrease): \$ _____ /hr	(from Merit Pool)	
New Rate: \$ _____ /hr	% of Midpoint _____	
Explanation: _____		

## Termination

Effective Date _____	Position Number _____	Position Title _____
Reason: _____		

Employee Signature/Date

[Signature] 6-21-10  
Admin. Authority Signature/Date

Auditor Signature/Date

[Signature]  
County Commission Signature

White Copy—County Clerk Payroll

Yellow Copy—Auditor's Office

Pink Copy—Originating Dept

Goldenrod Copy—Human Resources