

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

Term. 20 10

In the County Commission of said county, on the

7<sup>th</sup>

day of January

20 10


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

Now on this day the County Commission of the County of Boone does hereby authorize the acceptance and signing of contract number 2008-VAWA-0062 Violence Against Women Grant Award for the period starting on 01/01/2010 to 12/31/2010 in the amount of \$47,304.00. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

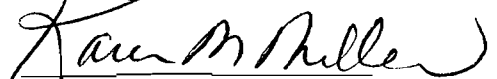
Done this 7<sup>th</sup> day of January, 2010.

ATTEST:

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



Kenneth M. Pearson  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

JEREMIAH W. (JAY) NIXON  
Governor



Truman Building, Room 870  
Mailing Address: P.O. Box 749  
Jefferson City, MO 65102-0749  
Telephone: 573-751-4905  
FAX: 573-751-5399  
Internet Address:  
<http://www.dps.mo.gov>

JOHN M. BRITT  
Director

STATE OF MISSOURI  
**DEPARTMENT OF PUBLIC SAFETY**  
**OFFICE OF THE DIRECTOR**

December 28, 2009

Judge Deborah Daniels  
Boone, County of  
705 E. Walnut  
Columbia, MO 65201

RE: Domestic Assault Project - Batterers' Intervention Program, 2008-VAWA-0062

Dear Judge Daniels:

Enclosed you will find the following documents necessary to accept the **2010 STOP Violence Against Women Act (VAWA)** Grant contract for the above referenced project:

- **2 copies of the 2010 VAWA Award of Contract** - to accept this award, it will be necessary for both you and the Authorized Official to sign (original, ink signature) all the enclosed Award of Contract documents.
- **2 copies of the VAWA Certified Assurances and Special Conditions** - to accept this award, it will be necessary for both you and the Authorized Official to sign (original, ink signature) all the enclosed Certified Assurances and Special Conditions documents.
- **Vendor ACH/EFT Verification/Application** –
  - If you currently have your DPS grant payments electronically deposited, please complete the verification form attached to the Vendor ACH/EFT application form.
  - If you currently do not have your VAWA grant payments electronically deposited and you are eligible you will begin receiving ACH/EFT payment. Please complete the Vendor ACH/EFT application form.

Please return **both** copies of the Award of Contract, the Vendor ACH/EFT verification form or application to our office no later than **January 8, 2010**.

If approved by the Director of the Department of Public Safety, signed copies of the award documents will be returned to you for your records at the compliance seminar. **The 2010 VAWA Compliance Seminar will be held Friday, January 22, 2010** via webinar. Your agency will be email the times at a later date. Please note that the award process is not complete until all required paperwork with appropriate signatures and data is received and approved by the Director of the Department of Public Safety. The Department of Public Safety reserves the right to withhold or deny funding if all procedures are not completed in a timely manner. **The approved contract period for this project is January 1, 2010 to December 31, 2010. Expenses incurred outside of this period are not eligible for reimbursement.**

At the end of each month beginning January 2010, you will receive a Monthly Report of Expenditures/Request for Reimbursement and Detail of Expenditures forms. These forms must be completed and returned to the above address by the 5th of the following month. These forms **must be completed even if no expenditures were made** and reimbursement is not requested. Reports that are received late will not be processed until the following month. Failure to submit the monthly report will be documented as an issue of noncompliance.

Congratulations on being selected to receive a 2010 Violence Against Women Act Grant Award of Contract. We look forward to working with you and your organization to improve the services for victims of crime in the State of Missouri.

Sincerely,

A handwritten signature in cursive script that reads "Marc Peoples".

Marc Peoples, Program Manager

cc: File 2008-VAWA-0062  
Ken Pearson

Enclosures




Contractor Name <b>Boone, County of</b>		
Project Title <b>Domestic Assault Project - Batterers' Intervention Program</b>		
Contract Period FROM< <b>01/01/10</b> TO< <b>12/31/10</b>	State/Federal Funds Awarded <b>\$47,304.00</b>	Contract Number <b>2008-VAWA-0062</b>

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

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

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

 1/7/2010  
 Authorized Official Date

\_\_\_\_\_  
 Project Director Date

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

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

**January 1, 2010**

Award Date

**VAWA CERTIFIED ASSURANCES and SPECIAL CONDITIONS**

**AGENCY NAME: Boone, County of**

**PROJECT TITLE: Domestic Assault Project - Batterers' Intervention Program**

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

**Laws, Orders, Circulars and Regulations:**

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

Pursuant to 28 CFR §66.34, the Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes: (a) any work that is subject to copyright and was developed under this award, subaward, contract or subcontract pursuant to this award; and (b) any work that is subject to copyright for which ownership was purchased by a recipient, subrecipient or a contractor with support under this award. In addition, the recipient (or subrecipient, contractor or subcontractor) must obtain advance written approval from the Office On Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award. It is the responsibility of the recipient (and of each subrecipient, contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.

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

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

**Civil Rights Information:**

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

**Coordination of Activities:**

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

**Non-Supplantation:**

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

**Data Collection:**

The Subgrantee assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Missouri Department of Public Safety, Office of the Director, may require. This includes any additional information that may be necessary in follow-up to monitoring and/or audit issues, and in response to requests from the Department of Justice, Office of Justice Programs.

**Audit Requirement:**

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

**Generated Income:**

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

**Timesheets Requirement:**

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

**Access to Records:**

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

**Equal Employment Opportunity Program:**

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

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

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

**Lobbying:**

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

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

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

**Discrimination Prohibited:**

The Subgrantee assures that it will comply, and all its subcontractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (c), or the Victims of Crime Act (as applicable) which prohibits discrimination in federally funded programs on the basis of race, color, national origin, religion or sex not only in respect to employment practices but also in the delivery of services or benefits; Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, or nation origin (includes limited English proficiency – LEP) in federally funded programs; Section 504 of the Rehabilitation Act of 1973, as amended which prohibits discrimination in federally funded programs on the basis of disability; Subtitle A, Title II of the Americans with Disability Act (ADA) (1990) which prohibits discrimination on the basis of disability; Title IX of the Education Amendments of 1972 which prohibits discrimination in federally funded programs on the basis of sex; the Age Discrimination Act of 1975 which prohibits discrimination in federally funded programs on the basis of age; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination 28 CFR Part 35 and Part 39.

The Subgrantee assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin (including limited English proficiency), age, disability or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights (OCR) of the Office of Justice Programs, U.S. Department of Justice for review.

**Limited English proficiency (LEP):**

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

**Faith-based Organizations:**

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

**Historic Preservation Act:**

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

**Fair Labor Standards Act:**

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

**Injury or Damage:**

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

**Printed Materials:**

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

**Relationship:**

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

**Law Enforcement Certification:**

1. If the Subgrantee is a law enforcement agency, the Subgrantee assures that the agency is in compliance with sections 590.100 to 590.180, RSMo. Section 590.180, subsection 2 states that "any law enforcement agency which employs a peace officer who is not certified as required by sections 590.100 to 590.180 shall not be eligible to receive state or federal funds which would otherwise be paid to it for purposes of training and certifying peace officers or for other law enforcement, safety or criminal justice purposes."
2. The applicant assures that, if this project is intended for law enforcement agency, such agency is in compliance with the provisions of Section 43.505, RSMo relating to uniform crime reporting. Section 43.505, subsection 3, states that "Every law enforcement agency in the state shall:

A) Submit crime incident reports to the Department of Public Safety on forms or in the format prescribed by the department; and

B) Submit any other crime incident information which may be required by the Department of Public Safety.”

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

3. The applicant assures that, if the project is intended for law enforcement agency, such agency is in compliance with the provisions of Section 590.650, RSMO relating to racial profiling. Failure to comply with these statutory provisions may result in the withholding of funds to the noncompliant law enforcement agency.

**Criminal or Civil Filings:**

The Subgrantee assures that its laws, policies, and practices do not require, in connection with the prosecution of any misdemeanor or felony domestic violence offense, or in connection with the filing, issuance, registration, or service of a protection order or a petition for a protection order, to protect a victim of domestic violence, stalking or sexual assault, that the victim bear the costs associated with the filing of criminal charges against the offender, or the costs associated with the filing, issuance, registration, or service of a warrant, protection order, petition for a protection order or witness subpoena, whether issued inside or outside this state.

**Forensic Medical Exams:**

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

**Polygraph/Voice Stress Analysis:**

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

**Court Records:**

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

**Victims' Rights Compliance:**

The Subgrantee assures that it will provide the eligible direct victim services, as may be required, set forth in Missouri's Constitutional Amendment for **Victims' Rights and Section 595.209, RSMo**. (These eligible direct victim services do not include general witness assistance).

**Consultation with Victim Services:**

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

**Nondisclosure of confidential or Private Information:**

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

**Criminal Activity:**

The Subgrantee assures that they will formally report to the Missouri Department of Public Safety within 48 hours of notification that a Department of Public Safety grant-funded individual is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.





VENDOR ACH/EFT VERIFICATION FORM

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

Agency (Vendor) Name: Boone County, Missouri

Current DPS Contract #(s): 2008-VAWA-0004

New Grant Contract #: 2008-VAWA-0062  
(As shown on the enclosed Award of Contract)

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

  
\_\_\_\_\_  
Signature of Authorized Official

1/7/2010  
\_\_\_\_\_  
Date

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

Term. 20 10

In the County Commission of said county, on the 7<sup>th</sup> day of January 20 10

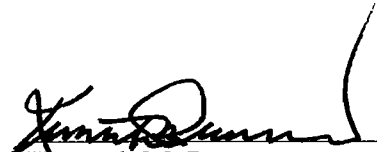
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Boone County Commission Minutes during the IV Quarter beginning on 10/05/2009 through 12/31/2009.

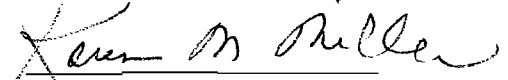
Done this 7<sup>th</sup> day of January, 2010.

ATTEST:

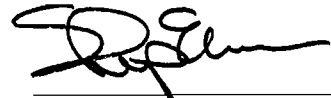
Wendy S. Noren KS  
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