437 **CERTIFIED COPY OF ORDER** September Session of the July Adjourned 10 STATE OF MISSOURI Term. 20 ea. **County of Boone** 9<sup>th</sup> September 10 In the County Commission of said county, on the day of 20 the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 45-19Aug10 Mount Zion Church Road 2010 Pavement Preservation to Christensen Construction Co. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 9<sup>th</sup> day of September, 2010.

ATTEST: rents Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Mille S Karen M. Miller

-2010

District I Commissioner

Skip Elkin District II Commissioner

# **Boone County Purchasing**

**Tyson Boldan** Buyer



601 E.Walnut, Room 208 Columbia, MO 65201 Phone: (573) 886-4392 Fax: (573) 886-4390

## **MEMORANDUM**

TO:	Boone County Commission
FROM:	Tyson Boldan
DATE:	September 3, 2010
RE:	45-19AUG10 – Mount Zion Church Road 2010 Pavement Preservation

The Bid for Mount Zion Church Road 2010 Pavement Preservation closed on August 19, 2010. Two bids were received. Purchasing and the Public Works department recommend award to Christensen Construction for offering the lowest and best bid for Boone County.

The Bid Amount for this project was \$312,680.44. The R.A.P. (Recycled Asphalt Product) deduction from the Bid Amount is equal to \$2.00 per ton multiplied by 3953 estimated tons, for a total deduction of \$7,906. The R.A.P. deduction brings the Bid Amount to \$304,774.44. After including a 10% contingency amount of \$30,477.44 this project has a Purchase Order total of \$335,251.88. Invoices from this contract will be paid from department 2041 - PW - Pavement Preservation, account 71100 - Outside Services. The Engineers Estimate for this project was \$335,141.00.

Attached is the Bid Tabulation as well as a Public Works Memo for your review.

ATT: Bid Tabulation

cc: Dan Haid Bid File

#### 45-19AUG10 - Mount Zion Church Road Asphalt

Overlay

Overlay	1			Chris	stensen			-	
BID TABULATION	Engin	eers est.		1	truction	AF	PAC	Avera	age
Description	Unit Price	Total	Qty.	Unit Price	Total	Unit Price	Total	Unit Price	Total
Mobilization	\$5,000.00	\$5,000.00	1	\$3,000.00	\$3,000.00	\$4,300.00	\$4,300.00	\$3,650.00	\$3,650.00
(Demovela (Instudes Millings)	¢4.000.00	£4,000,00		ma 500.00	\$2 500 00	\$3,000.00	\$3,000.00	\$2,750.00	\$2,750.00
Removals – (Includes Millings)	\$4,000.00			\$2,500.00					
Traffic Control	\$3,000.00	\$3,000.00	1	\$750.00	\$ <u>750.00</u>	\$3,000.00	\$3,000.00	\$1,875.00	\$1,875.00
Type 1 Rolled Stone – (Driveway									
Transitions)	\$40.00			\$28.75					
Ditching	\$12.00	\$1,080.00	90	\$17.00	\$1,530.00	\$20.00	\$1,800.00	\$18.50	\$1,665.00
Type 1 Rock Blanket w/ Fabric (1' Thick)	\$60.00	\$750.00	12.5	\$55.00	\$687.50	\$90.00	\$1,125.00	\$72.50	\$906.25
Dig Out Repair	\$75.00		143	\$75.00		\$90.00		\$82.50	
	<i>\_</i> 70.00	<u> </u>	140	\$70.00	\$10,7 <u>20.00</u>		\$12,070.00		\$11,101.00
Dig Out Repair – Extra Depth	\$100.00	\$2,000.00	20	\$45.00	\$900.00	\$60.00	\$1,200.00	\$52.50	\$1,050.00
15" CMP - Aluminized (none shown on plans)	\$55.00	\$2,200.00	40	\$51.00	\$2,040.00	\$57.00	\$2,280.00	\$54.00	\$2,160.00
18" CMP – Aluminized	\$60.00	\$2,160.00	36	\$75.00	\$2,700.00	\$64.00	\$2,304.00	\$69.50	\$2,502.00
Roadway Cross-Pipe Replacement Patch	\$200.00	\$2,700.00	13.5	\$150.00	\$2,025.00	\$210.00	\$2,835.00	\$180.00	\$2,430.00
Asphalt Driveway Apron - Full Depth	\$90.00	\$3,510.00	39	\$38.00	<u>\$</u> 1,482.00	\$7 <u>5.00</u>	\$2,925.00	\$56.50	\$2,203.50
Asphalt Driveway Repair	\$8,072.00	\$1,600.00	20	\$38.00	\$760.00	\$65.00	\$1,300.00	\$51.50	\$1,030.00
Asphalt BP-2, Surface (1.5" thick)	\$5,000.00	\$284,616.00	3953	\$69.98	\$2 <u>76,630.94</u>	\$74.00	\$292,522.00	\$71.99	<u>\$284,576.47</u>
Seeding & Type 3 Mulching (Hydro- Seed)	\$2,000.00	\$5,000.00	1	\$3,000.00	\$3,000.00	\$3,003.00	\$3.003.00	\$3,001.50	\$3,001.50
Erosion Control	\$2,000.00	\$2,000.00	1	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$750.00	
Bid Total		\$335,141.00			\$312,680.44		\$341,464.00		\$327,072.22
R.A.P./R.A.S. DEDUCTION PER TON					\$2.00		\$2.00		\$2.00
Bid Total	_			1	\$304,774.44		\$333.558.00	Maran	\$319,166.22
1. Bidding Forms	<u></u>		metranit - 199	A CONTRACTOR	/es	Y	es		
2. Bid Response							es		_
3. Work Authorization							es		
4. Statement of Bidder's Qualifications,					′es ′es		es		
5. Anti-Collusion Statement	5. Anti-Collusion Statement						es		
6. Signature and Identity of Bidder					<u>′es</u>		es es		
7. Bidder's Acknowledgment, 8. Debarment Form (If required)				1	<del>cs</del>		69		
9. Bid Bond				Ŷ	′es		es		
				ſ	<u> </u>				

#### CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the <u>Boone</u> <u>County Commission</u> (hereinafter referred to as the Owner), and **Christensen Construction Co.**, (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

#### BID NUMBER: 45-19AUG10 – Mount Zion Church Road 2010 Pavement Preservation Project Number 10-652 BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the deduction of **Recycle Asphalt Products in the amount of \$7,906.00 coming** to a Bid Total in the amount of \$304,774.44.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

Notice to Bidders Bid Form Instructions to Bidders Bid Response Work Authorization Certification Statement of Bidder's Qualifications Anti-Collusion Statement Signature and Identity of Bidder Bidder's Acknowledgment **Insurance Requirements Contract Conditions** Sample Contract Agreement \*Sample Performance Bond \*Sample Labor & Material Payment Bond Affidavit-OSHA Requirements Affidavit---Prevailing Wage **General Specifications Technical Specifications Special Provisions** State Wage Rates Boone County Standard Terms and Conditions Project Plans and/or Details

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount: \$304,774.44.

## Three Hundred and Four Thousand Seven Hundred Seventy Four Dollars and Forty Four Cents (\$304,774.44).

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

CONTRACTOR: CHRISTENSEN CONSTRUCTION CO.

Bv

Authorized Representativ

By: **Representative Printed Name** Author Title:

OWNER, BOONE COUNTY, MISSOURI

By:

Kenneth M. Pearson, Presiding Commissioner

Legal Form: Approve CJ Dvkh Boone County Counselor

ATTEST:

Wendy Noren, County

#### AUDITOR CERTIFICATION

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

2041 / 71100 - \$304,774.44. 9/7/10 nature Appropriation Account

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE ADDENDUM NUMBER LONE COMPANY NAME: CHRISTENSEN CONSTRUCTION COMPANY ADDRESS: P.O. Box 159 CITY MO 65262 CITY, STATE, ZIP KINGDOM 3308 PHONE NUMBER: AUTHORIZED REPRESENTATIVE: KENNY KNIA TITLE: DUSINESS ANAGER SIGNATURE: List all Sub-Contractors planned to be utilized on this project. ANOSCAPING - SPRAY MULCH

## **BID FORM**

## Mount Zion Church Road Asphalt Overlay 2010 Pavement Preservation

Project No. 10-652

Description	Unit	Qty.	Unit Price	Total
Mobilization	ĻS	1	\$3,000.00	\$3,000.00
Removals – (Includes Millings)	LS	1	\$2,500.00	\$2,500.00
Traffic Control	LS	1	\$ 750.00	\$ 750.00
Type 1 Rolled Stone - (Driveway Transitions)	TON	120	\$ 28.75	\$3,450,00
Ditching	LF	90	\$ 17.00	\$ 1,530,00
Type 1 Rock Blanket w/ Fabric (1' Thick)	SY	12.5	\$ 55.00	\$ 687.50
Dig Out Repair	SY	143	\$ 75.00	\$ 10.725.00
Dig Out Repair - Extra Depth	CY	20	\$ 45.00	\$ 900.00
15" CMP - Aluminized (none shown on plans)	LF	40	\$ 51.00	\$ 2,040.00
18" CMP - Aluminized	LF	36	\$ 75.00	\$ 2,700.00
Roadway Cross-Pipe Replacement Patch	SY	13.5	\$ 150.00	\$ 2025.00
Asphalt Driveway Apron – Full Depth	SY	39	\$ 38.00	\$ 1482.00
Asphalt Driveway Repair	SY	20	\$ 38.00	\$ 760.00
Asphalt BP-2, Surface (1.5" thick)	TON	3953	\$ 69.98	\$ 276, 630.99
Seeding & Type 3 Mulching (Hydro-Seed)	LS	1	\$ 3000.00	\$ 3,000.00
Erosion Control	LS	1	\$ 500.00	

## 2,00

312,680.44

RUPE/BA BIDE ENGLIGN FER TON -S 2 40 Cash for Blant Mix Enuminous Surface Equaling Monort Stellow 20 20 Coveravi MUST PROVE WHERE RAP CAME FROM AND BE INSPECTABLE

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Control and the provident of the second of t

All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

## **BID RESPONSE**

#### TO: COUNTY OF BOONE, MISSOURI

SUBJECT: MT ZION CHURCH ROAD ASPHALT QUERLAY - 2010 PAVEMENT RES OPENATION 10-652 Project No.:

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

#### SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the Boone County Roadway Regulations Chapter II, MoDOT Standard Specifications, Rules of Missouri Department of Natural Resources, Division 20-Clean Water Commission (<u>10CSR20</u>), together with the "General Specifications", "Technical Specifications", and "Special Provisions", if any, attached to this proposal.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total". If there is a discrepancy between the "Unit Price" and the "Extended Total" the "Unit Price" shall govern.

#### SECTION II

I hereby agree to complete the work herein specified before the **Contract Time** specified in the Notice to Bidders and agree that the County will sustain substantial damages, the amount of which is impossible to determine at this time, if work is not completed by the completion date. Time is an essential feature of this Contract. I agree that if I fail to finally and fully complete the work within the time allowed I will be in breach of the Agreement which shall entitle the County to collect **liquidated damages** from the Bidder and/or the Bidder's Surety in the amount specified under liquidated damages in the Notice to Bidders for each day that completion is delayed beyond the specified completion date. I further authorize said damages to be reduced from any final payment on the Project.

#### **SECTION III**

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.

## SECTION IV

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

#### **SECTION V**

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name:	CHRISTENSEN CONSTRUCTION COMPANY
Ву:	KH K (Signature)
	KENNY KNIPP (Print or Type Name)
Title:	BUSINESS MANAGER
Address:	P.O. Box 159
City, State, Zip:	KINGDOM CITY, MO 65262
Phone:	814-3308
Fax:	814-0403
Date:	AUGUST 19,2010

**WORK AUTHORIZATION CERTIFICATION** – If Bid is in excess of \$5,000.00, Bidder must complete the Work Authorization Certification form attached on the next page. Proof of enrollment must be included. Attach to this form the first page (which shows your company's name) and the last page (which shows your signature) of the E-Verify Memorandum of Understanding that you completed when enrolling.

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

County of State of MISSONA

FUNY 7 My name is

)ss

)

I am an authorized agent of <u>CARISTENSEN</u> (<u>ONSTRUCTION</u> (<u>OMPANY</u> (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

**Printed Name** 

Subscribed and sworn to before me this 19 day of AUGUSE, 201

Notary Public

a 23, 2013





Company ID Number: 178111

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Title

Employer Christensen Construction Co.

Angle Hines
Name (Please Type of Print)

Electronically Signed
Signature
Date

Department of Homeland Security - Verification Division

3.5

USCIS Verification Division

Name (Please Type of Plint)

Electronically Signed

Page 11 of 13|E-Verify MOU for Employer Revision Date 10/29/08

www.dhs.gov/E-Verify

## STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

HRISTENSEN (ONSTRUCTIONS (OMPANY Name of Bidder: 1. 2. Business Address: 4 0 65262 IN (DOM . 3. When Organized: 4. When Incorporated: 5. If not incorporated, state type of business and provide your federal tax identification number: RPOMATION 43-16/0378 Number of years engaged in contracting business under present firm name: 6. 24 YEARS 7. If you have done business under a different name, please give name and location: Percent of work done by own staff: \_\_\_\_\_\_ 8. 9. Have you ever failed to complete any work awarded to your company? If so, where and why?: 10. Have you ever defaulted on a contract? 11. List of contracts completed within the last four years, including value of each: ATTACHED SHEET A 12. List of projects currently in progress:

SEE ATTACHED SHEET

\* Attach additional sheets as necessary \*

#### August 19, 2010

#### Sheet A

#### MAJOR PROJECTS COMPLETED

University of Missouri Various Locations – Summer Paving 2010 Kevin Johnson 882-9337 \$538,119 Contract Amount 100% Completed July 2010 – Completion Date

City of Fulton 2009 Street Overlay Greg Hayes 573-592-3111 \$248,000 Contract Amount 100% Complete September 2009 – Completion Date

Boone County – Dripping Springs Road Keith Austin 228-1160 \$269,300 Contract Amount 100% Complete September 2009 – Completion Date

Boone County -- Oakland Church Road Keith Austin 228-1160 \$198,110 Contract Amount 100% Completed June 2009 -- Completion Date

City of Mexico Streets Engineering Dept 581-2100 \$212,493 Contract Amount 100% Completed June 2009 – Completion Date

Callaway Electric New Building Paric – Tim Vaughn 636-561-9770 \$135,907 Contract Amount 100% Complete Spring 2009 – Completion Date

Boone County – Big Timber Drive Keith Austin 228-1160 \$85,726 Contract Amount 100% Complete May 2009 – Completion Date

UMC Development of Parking at Southeast Gateway KBR - 441-0365 \$717,975 Contract Amount 100% Complete Summer 2008 - Completion Date August 19, 2010

Sheet B

Major Projects In Progress

Boone Hospital Patient Tower SM Wilson Construction \$345,000 Contract Amount 10% Complete December 2010 – Completion Date

City of Columbia Asphalt Paving for Parks and Recreation Toney Lowery 874-7537 \$103,204 Contract Amount 75% Complete September 2010 – Completion Date

Boone County Rollingwood Blvd Keith Austin 449-8515 \$132,459 Contract Amount 50% Complete August 2010 Completion Date

## ANTI-COLLUSION STATEMENT

STATE OF MISSOURI	
COUNTY OF CALLAWAY	
KENNY KNIPP	, being first duly sworn, deposes and
says that he is <u>Business</u>	MANAGOR
(Title of Pers	son Signing)
of <u>CHRISTENSEN</u> (Name or	STRUCTION COMPANY
(Name o	f Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By By By Sworn to before me this day o 20 Notary Public My Commission Expires ANGELA G. HINES Nolary Public - Notary Seal STATE OF MISSOURI Callaway County Commission Expires November 23, 2013 Commission # 09451223

## SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or,(3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

() sole individual () partne	ership () joint venture the state of <u>MISSov R1</u>
Dated <u>AUGUS7 /9</u> , 20 <u>10</u> Name of individual, all partners, or joint venturers:	Address of each:
doing business under the name of:	Address of principal place of business in Missouri:
(If using a fictitious name, show this name ab <u>CHI2ISTENSEN</u> ONSTRUCTOR ( (If a corporation - show its name above)	ove in addition to legal names.) P.O.Box 159 Kingdom City, M0 65262
ATTEST: Mala D. Think	K-HK-

KENNY KNIP TITE BUSINESS MANAGER

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

δ

(Secretary)

Home Office • Des Moines, Iowa

Bond No. Bid Bond

## **BID BOND**

(NOT VALID IF BID AMOUNT EXCEEDS \$ \_30,000,00)

KNOW ALL MEN BY THESE PRESENTS: That we, Christensen Construction Co.

P.O. Box 159, Kingdom City, Missouri 65262

as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under

the laws of the State of lowa and authorized to do business in the State of \_\_\_\_\_\_Missouri\_\_\_\_

, as Surety, are held and firmly bound unto the

Commissioners of Boone County Missouri, 601 East Walnut, Columbia, Missouri 65201

as obligee, in the sum of \_\_\_\_\_\_ Five Percent (5%) of Price Bid

\_\_\_\_\_ DOLLARS, lawful money of the United

States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for:

Project #: 45-19AUG10 Mount Zion Church Road Asphalt Overlay - 2010 Pavement Preservation

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of such proposal or bid and award and shall give bond for the faithful performance thereof, with the EMPLOYERS MUTUAL CASUALTY COMPANY as Surety or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

PROVIDED HOWEVER, neither the Principal nor the Surety shall be bound hereunder unless the Obligee shall upon request, provide evidence of adequate financing to both the Principal and Surety prior to execution of the final contract.

Si	gned, Sealed and Dated this	<u>17th</u>	day of	August	, 2	20 <u>10</u>	_ ·
				<u>Christe</u>	ensen Constr	uction Co.	Principal
				By: Ke	NNY KNIP	Business Casualty	MANAGen Company
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THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER • BACK OF THIS DOCUMENT HAS A SIMULATED WATERMARK - HOLD AT AN ANGLE TO VIEW

Employers Mutual Casually Company, an Iowa Corporation EMCASCO Insurance Company, an lowa Corporation Union Insurance Company of Providence, an Iowa Corporation Illinois EMCASCO Insurance Company, an Iowa Corporation

Dakota Fire Insurance Company, a North Dakota Corporation EMC Property & Casualty Company, an Iowa Corporation Hamilton Mutual Insurance Company, an Iowa Corporation

nereinalter reference severally as "Company' and collectively as "Companies", each does, by these presents, make, consultute and appoint DIOMASS NAUGET HARRY NAUGHT, TERESA STEPHENSON; SARAH NAUGHT BARGFREDE, SUE MARTIN, TIMOTHY P, EASTIN RICHARD/NAUGHT, STEVE NAUGHT, BETH NATIONS, NATALIE LURVEY, TERA HUESGEN, TAMMY WICKHAM, INDIVIDUALLY JEFFERSON CITY MISSOURI

true and lawful attorney in fact, with full power and authority conferred to sign, sear, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar pature as follows,

-6

### ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as it such instruments were signed by the duly authorized officers of each such Company, and all of he acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

#### APRIL 1, 2011 unless sooner revoked

## AUTHORITY FOR POWER OF ATTORNEY

This Rower of Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power. and abthority to: (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys in-fact shall have power and authority, subject to the terms and limitations of the power-of attorney issued to them. to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and ther writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company, Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The lacsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney of the Company, shall be valid and binding upon the Company with the same force and affect as though manually affixed

IN WITNESS WHEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 12 TH: day of AUGUST 2009

CEO of Company 7

Bruce G. Kelley, Chairman

of Companies 2, 3, 4, 5 & 6, President of Company 1; Vice Chairman and

fffuy I Binley ffrey S. Birdsley

Assistant Secretar

#### 1863 SEAL IOWAL

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Seals

The authority hereby granted shall expire



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CHERYL CROWNOVER Commission Number 719064 My Comm. Exp. Oct. 16, 2011

#### On this 12THday of AUGUST

2009

Vice-President

AD before me a Notary Public in and for the State of Iowa, personally appeared. Bruce G: Kelley and Jeffrey S Birdsley, who, being by me duly sworn, did say that they are, and are known, to me, to be the Chairman, President, Vice Chairman, and CEO, and/or. Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors, and that the said Bruce G. Kelley and Jeffrey S. Birdsley; as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of each of the Companies. My Commission Expires October 16, 2011.

Church Crownowed

### CERTIFICATE

EDavid L: Hixenbaugh, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the AUGUST 12, 2009 Companies, and this Power of Altorney issued pursuant thereto on

on behalf of Thomas S. Naught, Harry Naught, Teresa Stephenson, Sarah Naught-Bargfrede, Sue Martin, Timothy P. Eastin, Richard are true and correct and are still in full force and effect. Naught, Steve Naught, Beth Nations, Natalle Lurvey, Tera Huesgen, Tammy Wickham in Testimory Whereof. I flave subscribed my name and affixed the facsimile seal of each Company this 2000 and a construct and affixed the facsimile seal of each Company this 2000 and a construct and a construc

Bond #: \$396808

#### KNOW ALL PERSONS BY THESE PRESENTS, that we,

Christensen Construction Co.

P.O. Box 159, Kingdom City, Missouri 65262

As	Principal	, her	einafter	c	alled	Co	and		
_Er	nployers Mutual (	Casualty Com	pany				. <u> </u>		
P.(	D. Box 712, Des N	Ioines. Iowa 5	0306		_				
а		organized	under	the	laws	of	the	State	of
	Iowa								

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of

Three Hundred Four Thousand Seven Hundred Seventy Four & 44/100 \_\_\_\_ Dollars,

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated \_\_\_\_\_\_ entered into a Contract with Owner for:

#### BID NUMBER 45-19AUG10 – Mount Zion Church Road 2010 Pavement Preservation Project Number: 10-652 BOONE COUNTY, MISSOURI

in accordance with the specifications and/or prepared by the County of Boone, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing hourly wages and comply with all prevailing wage requirements as provided by such Contract and applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at <u>Naught-Naught Agency, Columbia, MO</u>, on this <u>lst</u> day of <u>September</u>, 20<u>10</u>.

Christensen Construction Co. (Contractor)	
(+,	
(SEAL)	
BY: ATA	<u>&gt;</u>
KENNY KNIPO-BUSIN	ess MANAGA
Employers Mutual Casualty Company	(Surety Company)
(SEAL)	
BY: Lue E. Mai	
Sue E. Martin	(Attorney-In-Fact)
BY: Jany J. Smit	
U	(Missouri Representative)
An Affirmative Action/Equal	Opportunity Institution

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

 Surety Contact Name:
 Michael Hand

 Phone Number:
 816-942-0004

 Address:
 P.O. Box 8550

 Kansas City, Missouri 64114

#### LABOR AND MATERIAL PAYMENT BOND

Bond #: S396808

KNOW ALL PERSONS BY THESE PRESENTS, that we, Christensen Construction Co., P.O. Box 159, Kingdom City, Missouri 65262

as Principal, hereinafter called Contractor, and Employers Mutual Casualty Company, P.O. Box 712, Des Moines, Iowa 50306

a corporation organized under the laws of the State of <u>Iowa</u>, and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

#### Three Hundred Four Thousand Seven Hundred Seventy Four &44/10 DOLLARS

(\$<u>304,774,44</u>), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

#### WHEREAS, Contractor has by written agreement dated \_\_\_\_\_\_ entered into a contract with Owner for

#### BID NUMBER 45-19AUG10 – Mount Zion Church Road 2010 Pavement Preservation Project Number: 10-652 BOONE COUNTY, MISSOURI

in accordance with specifications and/or plans prepared by the County of Boone which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such

claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at <u>Naught-Naught Agency, Columbia, MO</u> on this <u>lst</u> day of <u>September</u> 20<u>10</u>.

CONTRACTOR Christensen Construction Co (SEAL) ENNY KNIP BUSINESS MAMAGER BY:

Mary S. Smith (Missouri Representative) BY:

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER • BACK OF THIS DOCUMENT HAS A SIMULATED WATERMARK - HOLD AT AN ANGLE TO VIEW.
P.O. Box 712 · Des Moines, IA 50306-0712 NO. 898755 CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT
KNOW ALL MEN BY THESE PRESENTS, that
<ol> <li>Employers Mutual Casualty Company, an Iowa Corporation</li> <li>EMCASCO Insurance Company, an Iowa Corporation</li> <li>Union Insurance Company of Providence, an Iowa Corporation</li> <li>Illinois EMCASCO Insurance Company, an Iowa Corporation</li> <li>Illinois EMCASCO Insurance Company, an Iowa Corporation</li> </ol>
hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: THOMAS S. NAUGHT, HARRY NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, SUE MARTIN, TIMOTHY P. EASTII RICHARD NAUGHT, STEVE NAUGHT, BETH NATIONS, NATALIE LURVEY, TERA HUESGEN, TAMMY WICKHAM, INDIVIDUALLY, JEFFERSON CITY, MISSOURI
its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows: ANY AND ALL BONDS
and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.
The authority hereby granted shall expire APRIL 1, 2011 unless sooner revoked.
AUTHORITY FOR POWER OF ATTORNEY
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:
<b>RESOLVED:</b> The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a
certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and affect as though manually affixed. IN WITNESS WHEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this
<u>12TH</u> day of <u>AUGUST</u> , <u>2009</u>
Seals Seals
Bruce G: Kelley, Chairman CE Co SEAL SE
On this 12TH <sub>day of</sub> AUGUST AD 2009 before me a
Notary Public in and for the State of Iowa, personally appeared. Bruce G. Kelley and Jeffrey S. Birdsley, who, being by me duly sworn, did say that they are, and are known to me to be the
SEAL SEAL SEAL SEAL SEAL SEAL SEAL SEAL
Jeffrey S. Birdsley, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of each of the Companies. My Commission Expires October 16, 2011.
CHERYL CROWNOVER Commission Number 719064 My Comm. Exp. Oct. 16. 2011 Notary Public in and for the State of Iowa
I, David L. Hixenbaugh, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on
on behalf of Thomas S. Naught, Harry Naught, Teresa Stephenson, Sarah Naught-Bargfrede, Sue Martin, Timothy P. Eastin, Richard are true and correct and are still in full force and effect. Naught, Steve Naught, Beth Nations, Natalie Lurvey, Tera Huesgen, Tarrimy Wickham In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this ST day of September, 20/D.
$\sim 2/12$
Form 7832 (19-02 THP) "For verification of the authenticity of the Power of Attorney you may call (515) 345-2689."

438 -2010

## **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	· ·	ember Session of the July Adjou	ırned	Term. 20	10
County of Boone	<b>J</b> ea.				
In the County Commissio	on of said county, on the	9 <sup>th</sup> day	of September	20	10
the following, among othe	er proceedings, were had	iz:			

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 5990-5992 E. Limoges Drive (parcel # 17-212-03-04-001.00 01).

Done this 9<sup>th</sup> day of September, 2010.

ATTEST:

KJ Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

heller UC

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

## BEFORE THE COUNTY COMMISSION OF **BOONE COUNTY, MISSOURI**

)

)

In Re: Nuisance Abatement 5990-5992 E. Limoges Dr. )

September Session July Adjourned Term 2010 Commission Order No. 438 - 2010

## FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

**NOW** on this 9<sup>th</sup> day of September 2010, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

## Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

- 1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
- 2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
- 3. A public nuisance exists described as follows: a derelict, unlicensed, and inoperable blue 4-door Mazda vehicle and a derelict, unlicensed and inoperable grav Volkswagen Jetta vehicle
- The location of the public nuisance is as follows: 5990-5992 E. Limoges Drive. 4. Columbia, MO, a/k/a parcel# 17-212-03-04-001.00 01, Section 3, Township 48, Range 12 as shown in deed book 1346 page 0727, Boone County
- The specific violation of the Code is: a derelict, unlicensed, and inoperable blue 4-door 5. Mazda vehicle and a derelict, unlicensed and inoperable grav Volkswagen Jetta vehicle in violation of section 6.9 of the Code
- 6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 7<sup>th</sup> day of August 2010, to the property owner, occupant, and any other applicable interested persons.
- The above described public nuisance was not abated. As required by section 6.10.2 7. of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.

8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

### Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri By Boone County Commission

**Presiding Commissioner** 

ATTEST:

Boone County Clerk

# **HEARING NOTICE**

Stephen J. Reichlin 4208 Fall River Drive Columbia, MO 65203-6054

An inspection of the property you own located at 5990-5992 E. Limoges Drive (parcel # 17-212-03-04-001.00 01) was conducted on August 4, 2010 and revealed a derelict, unlicensed and inoperable blue 4-door Mazda vehicle and a derelict, unlicensed and inoperable gray Volkswagen Jetta vehicle on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.9.

You are herewith notified that a hearing will be held before the County Commission on Thursday, September 9, 2010 at 1:30 p.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine Vellema Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the \_\_\_\_\_ day of \_\_\_\_\_ 2010 by \_\_\_\_\_.



5990-5992 E. Limoges Drive – taken 8/23/10

## Stephen J. Reichlin 5990-5992 E. Limoges Drive – vehicle violation TIMELINE

- 8/4/10: citizen complaint received
- 8/4/10: initial inspection conducted
- 8/6/10: certified notice of violation sent to owner
- 8/7/10: notice signed for by owner
- 8/23/10: second inspection conducted violation not abated
- 8/23/10: pictures taken at approximately 3:30 pm
- 8/25/10: pictures forward to Commission for approval
- 8/26/10: approval from Commission received
- 8/27/10: hearing notice sent



City of Columbia/Boone County Missouri



Health Department

# HEARING NOTICE

DIVISION OF ENVIRONMENTAL HEALTH

Stephen J. Reichlin 4208 Fall River Drive Columbia, MO 65203-6054

An inspection of the property you own located at 5990-5992 E. Limoges Drive (parcel # 17-212-03-04-001.00 01) was conducted on August 4, 2010 and revealed a derelict, unlicensed and inoperable blue 4-door Mazda vehicle and a derelict, unlicensed and inoperable gray Volkswagen Jetta vehicle on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.9.

You are herewith notified that a hearing will be held before the County Commission on Thursday, September 9, 2010 at 1:30 p.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Mi Vellera

Kristine Vellema Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 37 day of 46645 + 2010 by 100.



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ishillet 47 Blue mazda gard "grog VW Setta- flat fore, uli

<b>Parcel</b> 17-212-03-04-0	001.00 01 <b>Prop</b>	erty Location E 5990-	5992 LIMOGES DR
City Library BOONE COUNTY (I		DISTRICT (CO) Y (F1)	School COLUMBIA (C1)
Owner Address City, State Zip	REICHLIN STEPHEN J 4208 FALL RIVER DR COLUMBIA, MO 65203-6054		
Subdivision Plat Book/Page Section/Township/Range	<u>0031 0060</u> 3 48 12		
Legal Description	WOODS MILL PLAT 1 LOT 1		
Lot Size	326.97 x 100		
Irregular shape	Y		
Deed Book/Page	<u>1346 0727</u>		
Current Appraised	Current Ass		
Type Land Bldgs To RI 23,000 90,800 11			
RI 23,000 90,800 11 Totals 23,000 90,800 11			
Previous Year's Tax Year 2009 Amount \$1,299.44			
Residence Description			
Year Built 1998			
Use DUPLEX (102)			
Basement NONE (1)	Attic FUL	L FINISHED WALL HEIGH	HT (5)
Bedrooms 6	Main Area		2,380
Full Bath 4			0
Half Bath 0	l de la constante de		
Total Rooms 10	Total Square Feet		2,380

www.ShowMeBoone.com, Boone County, Missouri. 801 East Walnut Columbia, MO 65201 USA.





CITY OF COLUMBIA/BOONE COUNTY, MISSOURI

DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES DIVISION OF ENVIRONMENTAL HEALTH

## NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Stephen J. Reichlin 4208 Fall River Drive Columbia, MO 65203-6054

An inspection of the property you own located at 5990-5992 E. Limoges Drive (parcel # 17-212-03-04-001.00 01) was conducted on August 4, 2010 and revealed a derelict, unlicensed and inoperable blue 4-door Mazda vehicle and a derelict, unlicensed and inoperable gray Volkswagen Jetta vehicle on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.9. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, the County Commission inay have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. If the above nuisance condition has been corrected within the **15-day period**, no further action is necessary.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

14 Villen

Kristine N. Vellema Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the \_\_\_\_\_ day of \_\_\_\_\_\_ 2010 by \_\_\_\_\_\_

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015 Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407 www.GoColumbiaMo.com




SIGNATURE HOMES, INC. A MISSOURI CO	Contract II not understood, seek competent advice.
a corporation of the State of Missouri, Party of the First Part, Grantor, an <u>STEPHEN J, REICHLIN, A SING</u>	
Party or Parties of the Second Part of the Cousty of BOONE Grantee's Mailing Address: BOONE FAIL BLVER	Duive, Collumbia, MO 65203
Part, the racelpt whereof is hereby acknowledged, and by virtue and	deration of the sum of Ten Dollars and other valuable consideration paid by the Party or Parties o in pursuance of a resolution of the Board of Directors of said Party of the First Part, a corporal RM unto the said Party or Parties of the Second Part, their heirs and assigns, the following desc , State of Missouri, to-wit:
(16), INCLUSIVE AND LOTS NINETEEN (	USIVE, LOTS FOURTEEN (14) THROUGH SIXTEEN 19) AND TWENTY (20) OF WOODS MILL PLAT 1 AT BOOK 31, PAGE 60, RECORDS OF BOONE COUNTY,
UBJECT TO EASEMENTS AND RESTRICTION	NS OF RECORD
r Parties of the Second Part and their heirs and assigns, FOREVER, re simple in the premises herein conveyed; that it has good right to or those under whom it claims; that it will make and execute such nd confirming the premises hereby granted, and that it will warrant and the order of the premises hereby granted, and that it will warrant and the second	a, privileges, appurtenances and amenities thereto belonging or in any vise appertaining, unto the , and the said Party of the First Part haraby convenants that it is landhily setted of an indefeesi convey the same; that the premises are free and clear of any encumbrances whatsoever done or other and further essurances and do such other acts and things are may be necessary for parts d defend the title to said premises unto the said Party or Parties of the Second Part and their heirs er, the general taxes for the year <u>1997</u> , special assessments becoming a
IN WITNESS WHERE OF the sold Barbury of the Similar barbary and the	as accessible the international here in the second
IN WITNESS WHEREOF, the said Party of the First Part has caused thenSecretary, and its corporate seal hereto a	se presents to be executed by its President, attested by its flixed, the day and year first above written.
	SIGNATURE HOMES, INC. A MISSOURI CORP
	A Corporation
	By MICHAEL D. SCHULTZ President
Comparite Seal)	Atlest:
`	Secretary
TATE OF MISSOURI	
COUNTY OF	On this day of
sfore me appearedMICHAEL D. SCHULTZ	to me personality
eing by me duty sworn (or affirmed) did say that he is the	The said instrument was signed and cesled on behalf of said corporation by authority of its Board
nd said President acknowledge	ed said instrument to be free of ect and deed of said corporation.
IN TESTIMONY WHEREOF, I have hereunto set my hand and afflued my	y official seel in County and State aloresaid the day and year first above written.
MARY JO EDMIST ly term expiresNotacy Bublic-Notary State Of Missour	VIII Carranton -
EAL) My Commission Expires Jan	Nuery 9, 2000
My Cress Control of the	(Print or Type name of Nolary Public)
STATE OF MISSOURI)	Document No. 19
COUNTY OF BOONE ) SS	
I, the undersit	gned Recorder of Deeds for said county and state a foregoing instrument of writing was filed for th day of September, 1997 at 8 o'clock and 57:
U	a foregoing instrument of writing was filed in 57: th day of September, 1997 at 8 o'clock and 57: y recorded in Book 1346 Page 727.
Witness my han	and official seal on the day and year aforesai
・地帯自己の自己に通信に通信に	BETTIE DOUBOUT RECORDER OF AND
	by William all de
The second se	by Melisse Marshall de

739-2010

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	September Sessio	n of the July	y Adjourne	d	Term. 20	10
County of Boone						
In the County Commission of said county	, on the	9 <sup>th</sup>	day of	September	20	10
the following, among other proceedings,	vere had, viz:					

Now on this day the County Commission of the County of Boone does hereby authorize the acceptance and signing of grant number 2007-VOCA-0088-OS Victim Response Team for the period starting on 10/01/2010 to 9/30/2011 in the amount of \$67,601.64. It is further ordered the Presiding Commissioner is hereby authorized to sign said grant award.

Done this 9<sup>th</sup> day of September, 2010.

ATTEST: ILKS endy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

100 ·

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner



# **Office of the Boone County Prosecuting Attorney**

DANIEL K. KNIGHT, Prosecutor

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

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

DATE: September 8, 2010

TO: Commissioner Pearson Commissioner Miller Commissioner Elkin

FROM: Boone County Prosecuting Attorney

RE: VOCA Grant Award Acceptance

We respectfully request your approval to accept the award for VOCA (Victims of Crime Act) grant funds for our Victim Response Team through the Department of Public Safety in the amount of \$67,601.64. We have been receiving funds for the Victim Response Team since 1993. The local match of \$16,900.41 is derived from the existing salary of the Victim Assistant. The grant funds will be used for the salary of our Victim Specialist and a part time Case Specialist who will focus on felony case victims.

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

Thank you for your consideration of this request.

721-2010

APPLICATION FOR FUND	Missouri D. Office of th PPLICATION FOR FUNDING P.O. Box 74 Jefferson C.			1-573-751-4 website: ww	1905 rw.dps.mo.us	
SECTION 1 – INSTRUCTIONS This app SECTION 2 – GRANT PROGRAMS	plication must	be typewritten. Please r	efer to the enclosed instruc	tions to complete this	form.	
VOCA – Victims of Crime Act		State Services to Victim	s Fund	STOP VAWA - STOP	Violence Agair	nst Women Act
Sexual Assault Services Program	Recover	y Act VAWA		Recovery Act VOCA		
DUNS #073755977	CCR #	4SWR3				
SECTION 3 – APPLICANT AGENCY			SECTION 8 - PROJEC			
AGENCY Boone County Prosecutor		573-886-4100 573-886-4148	v v	ictim Resp	onse Te	eam
ADDRESS 705 E. Walnut Street			SECTION 9 - TYPE O	FAPPLICATION		
	STATE	ZIP		Revised	Renewal	Continuation
Columbia Faith-Based (Religiously Affiliated) Organization?	MO Yes □	65201 No 🔳	SECTION 10 - CURRE	ENT CONTRACT N	UMBER(S)	
SECTION 4 – APPLICANT AUTHORIZED OFFICIAL			2007-VOCA-0088	3-OS		
NAME Konnisth Desires		73-886-4305			<u> </u>	
Kenneth Pearson	FAX 5	73-886-3311	SECTION 11 - APPLIC	CANT AGENCY'S F	EDERAL TA	X I.D. #
Presiding Commissioner		_		43-600	0349	
AGENCY Boone County Commission			SECTION 12 - PROGR	RAM CATEGORY		
801 E. Walnut Street			SECTION 13 - CONTR			
Columbia	STATE MO	<sup>∠⊮</sup> 65201	BEGINNING DATE	10/1/10	ENDING DAT	E 09/30/2011
SECTION 5 - APPLICANT PROJECT DIRECTOR			SECTION 14 - TYPE C	OF PROJECT		
Bonnie J. Adkins		73-886-4112 73-886-4148	Statewide	Regional		.ocal
Office Administrator	<u>1-</u>		SECTION 15 - PROGR			
AGENCY Boone County Prosecuting Attor			Will Program Income b		Yes	🔳 No
ADRESS	<u> </u>		SECTION 16 - BUDGE	<u> </u>		TOTAL COST
705 E. Walnut Street	STATE	ZIP	PERSONNEL			84,502.05
Columbia	МО	65201	VOLUNTEER MATCH			0.00
SECTION 6 – APPLICANT FISCAL OFFICER	PHONE 5	73-886-4365	TRAVEL			0.00
Jan Fugit		73-886-4369				0.00
Boone County Treasurer			SUPPLIES/OPERATIO			0.00
Boone County Treasurer's Office	e		CONTRACTUAL			0.00
801 E. Walnut Street Room 112	2 STATE	ZIP	RENOVATION/CONST	TRUCTION		0.00
Columbia	MO	65201	TOTAL PROJECT CO	sts		84,502.05
SECTION 7 ~ NON-PROFIT BOARD CHAIRPERSON (						
n/a	FAX		FEDERAL/STATE SH/			% 67,601.64
····-	_		LOCAL MATCH SHAF			% 16,900.41
AGENCY		ŀ	SECTION 17 - AUTHO	RIZED OFFICIAL'S	SIGNATURE	
ADDRESS				<b>ר</b>	1	
спу	STATE	ZIP	Jum Bu	kenon	10	2/01/2000

Instructions         Instructins
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VOCA APPLICATION SUMMARY REPORT								
Agency Name Boone County Prosecuting Attorney Program Title Victim Response Team								
Authorized Official Name and Address Name: Kenneth Pearson Address: 801 E. Walnut Street	Project Director Name and A Name: Bonnie J. Adkins Address: 705 E. Walnut Stree	Name:	Contact Person Name and Address Bonnie J. Adkins 705 E. Walnut Street					
City:         Columbia           State/Zip:         MO 65201           E-Mail:         kpearson@boonecountymo.org           Phone Number:         573         886         4305           Fax Number:         573         886         3311	Columbia           City:         MO 65201-4485           State/Zip:         badkins@boonecour           E-Mail:         badkins@boonecour           Phone Number:         573         886           Fax Number:         573         886	htymo.rg         E-Mail:          4112         Phone N	Columbia p: MO 65201-4485 badkins@boonecountymo.rg Number: (_573_)_8864112_ mber: (_573_)_8864145_					
Total Amount of VOCA Funds Requested \$6760	1.64							
Prorate the VOCA Funds Requested (give dollar amount and <u>\$23,660.57</u> <u>35</u> % Domestic Violence	\$4 % md Other (Break out the total of Unders	Child Abuse \$2	2,028.05 <u>3</u> % Sexual Assault					
Description of Underserved		Prorated \$ Amount	% Of Total Underserved and Other					
Burgl/Stealing/Forgery/Tamper		\$ 13,723.13	35.00 %					
Assault (Non-domestic) Peace Disturbance	e	\$ 9,410.15	24.00 %					
Property Damage/Trespass/Other Property	y Crimes	<sup>\$</sup> 14,115.22	36.00 %					
ACA/UUW (Weapons Offenses)		\$ 784.18	2.00 %					
Underserved Victims		<sup>\$</sup> 1,176.27	3.00 %					
Indicate the anticipated number of victims to be served by th If a domestic violence shelter, indicate the anticipated breakd	lown of residential	Total Victims of Cri (Not hotline calls) Women	me Hotline Calls Children Men					
non-residential victims to be served, and the anticipated num bednights provided for this VOCA funded project	ber of	Bednights						
Geographic Area(s) to be served by this VOCA project: Bo	one County, Missouri		<u> </u>					
The requested VOCA funds will be used to: Fund a N	lew Project Expand/Enhance a	n Existing Project	ontinue a Previously Funded VOCA Project					
Give a brief summary of the VOCA project. (Please type the	description on this form.)							
The Victim Response Team is dedicated to addressing the needs of crime victims in Boone County. The Victim Specialist and the Victim Assistant provide basic and comprehensive services to victims of crime. The addition of a part time Case Specialist will enable the Office of the Prosecuting Attorney to continue to provide quality services to victims and their families in Boone County while specifically enhancing services to victims of serious felony crimes. These services are designed to minimize harm to victims through the provision of information, advocacy and support during the investigation, prosecution and disposition of criminal cases.								

#### BOONE COUNTY PROSECUTING ATTORNEY ORGANIZATIONAL CHART



# Memorandum of Agreement

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

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

# SAFETY AND DIGNITY

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

All victims of domestic and sexual violence deserve to be treated with dignity and respect. True North of Columbia provides emergency shelter for victims of domestic violence in Columbia, Missouri and the surrounding mid-Missouri area. Highly trained professional and volunteer staff members are available twenty four hours a day, seven days a week to address the issues of domestic violence. Emergency shelter, counseling, advocacy, and referral service to other agencies are some of what is provided by True North. Additionally, True North has a twenty four hour hotline with an advocate system for both court and non-court related issues. With the help of this funding, True North provides a victim advocate who is an active member of the DOVE Unit. This close, cooperative relationship allows for immediate response to selected calls of domestic violence. This collaborative effort provides twenty four hour assistance in obtaining Orders of Protection. All services provided directly or indirectly are done so to insure the safety and dignified treatment of domestic violence survivors.

# BALANCING THE SYSTEM

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

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

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

### **RESPONSE AND INVESTIGATION**

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

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

# **PROSECUTION AND COURTS**

# The effective handling of domestic violence cases in the judicial system is a key element. Abusers must be held accountable for past conduct and intervention must occur to alter future conduct.

The Boone County Prosecutor's Office has three assistant prosecuting attorneys assigned to the Domestic Violence Enforcement Unit. Having three attorneys dedicated to domestic violence prosecution enables us to increase victim contact and expedite the disposition of these cases in the Boone County judicial system. Once abusers are identified it is crucial that they be dealt with effectively and efficiently. The Domestic Violence Enforcement Unit prosecution component provides direction on handling offenders and ensures that cases are managed in a consistent and appropriate fashion. With the implementation of the Domestic Violence docket in Boone County in September 2008, domestic violence cases have been given the utmost priority. This includes a quicker return date on bonds (10 days), expedited settings for preliminary hearings, and consolidation of the cases on four distinct dockets with one judge and a set group of prosecutors and public defenders. The expedited court process improves the level of service to victims of domestic violence and ensures that offenders begin serving a jail sentence or treatment in a timely fashion. The addition of a domestic assault court coordinator (DACC) has been vital to the court's ability to concentrate on cases involving domestic violence. This person serves as the court's liaison to prosecutors, defense counsel, and law enforcement, and aids in the efficient adjudication of domestic violence cases. The DACC is especially critical to the implementation and monitoring of the court's batterers' intervention program, MEND.

#### DOMESTIC VIOLENCE ENFORCEMENT UNIT GOAL

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

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

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

Daniel K. Knight *P* Boone County Prosecuting Attorney

Ken Burton Chief of Police, Columbia

Christy Blakemore Circuit Clerk, Boone County

Dwayne Carey Sheriff, Boone County

Barbara Hodges

Executive Director True North of Columbia, Inc.

Date: AUGUST 2010

# Narrative Work Program Victim Response Team

# A. History of the Agency

The Boone County Prosecuting Attorney's Office is responsible for the prosecution of criminal violations that occur within this jurisdiction and for Family Support Enforcement. The office is comprised of 44 staff members, including the elected Prosecutor, 13 Assistant Prosecuting Attorneys (2 VAWA funded Domestic Violence Assistant Prosecutors and 1 VAWA Recovery Act funded Assistant Prosecutor), 4 investigators (1 VAWA Recovery Act funded, 1 Victim Specialist (VOCA funded), 1 Victim Assistant, and support staff. Since 1993, we have provided services to crime victims and their families in Boone County with the support of VOCA funds. At that time, the Office of the Prosecuting Attorney was comprised of seven Prosecutors and two victim service staff. STOP Violence Against Women grant funds have been used to enhance services to victims of domestic violence since 1998. Our Victim Response Team is dedicated to addressing the needs of crime victims in Boone County. The Victim Specialist and Victim Assistant provide crisis intervention for victims of violent crimes including sexual assault, domestic violence, parents of victims of child abuse and family members of homicide victims. Also, the Victim Specialist and Victim Assistant offer information about victims' rights and crime victims' compensation, orientation to the criminal justice system, and support during the investigation, prosecution and disposition of criminal cases. When necessary, referrals are made to appropriate counselors and/or agencies to work with victims and their families for long term follow-up. The Victim Response Team also provides a secure victim waiting room, court accompaniment, and restitution management. Furthermore, we have an excellent volunteer program which utilizes students from the University of Missouri and other educational institutions. We use a wide range of volunteers including social work and occupational therapy students, criminal justice majors, and pre-law and law school students. Volunteers assist with a variety of direct victim service-related work. Social work student volunteers have been especially helpful to victims of domestic and sexual violence by assessing victim safety, educating victims and families about the dynamics of victimization, and partnering with advocates in the community to coordinate care. Our volunteer program enables us to provide comprehensive services to crime victims while assisting volunteers in developing specialized, professional skills for future employment.

Utilizing VOCA funding to retain the Crime Victim Specialist and add a part-time Case Specialist will enable the Office of the Prosecuting Attorney to continue to provide quality services to victims and their families in Boone County while specifically enhancing services to victims of felony crimes. With the ongoing support of VOCA funds, we can minimize trauma to victims by asking each survivor what they need to repair the harm and assist them when faced with participation in the court process. We can continue to educate victims about their rights, make services available to meet their needs, and help them plan for the future.

#### B. Statement of the Problem

Boone County is a growing, progressive county located in the center of the state at the crossroads of major east-west and north-south highways. Columbia is the County Seat and the City of Columbia covers 53.5 square miles. According to the 2006 census, the City of Columbia has a population of 94,428, and the County of Boone has a population of 146,048. There are 80,078 registered voters. Nearly thirty percent of Boone County's

population is between the ages of 25 and 44 and the average Columbia household income is \$56,368. The population of the City of Columbia has increased by 5062 over the past 5 years. The population of Boone County has increased by 28,988 since 1990. Demographics are of an urban, semi-urban and rural composition with a diverse ethnic population. According to the most recent statistics available, the following demonstrates the population by race and age in Boone County.

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

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

#### Felonies

2005 2006 2007 2008 2009 1776 1664 1496 1450 1507

#### Misdemeanors

2005 2006 2007 2008 2009 4396 4454 4379 4126 4844

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

Adequate staff is vital to quality victim service provision. With over 3000 victims of crime in Boone County and currently only two advocates, it is challenging to fully address the needs of each victim. In order to effectively serve victims of more serious crimes and improve their safety and security, the Office of the Boone County Prosecuting Attorney needs a part-time Case Specialist to focus on victims of felony crimes. Often, the demands placed on victims of felony cases are much greater than those in misdemeanors. Victims may be required to testify in depositions and preliminary hearings. The Case Specialist would focus primarily on serious felony cases that would result in a jury trial, such cases would include homicide, rape, robbery, and child abuse. The Case Specialist would not only help prepare victims and their families prior to their court appearances, but help them through the length of the jury trial and sentencing. The Case Specialist would anticipate victim's needs, provide for their safety and security, and help them prepare for court proceedings while minimizing the traumatic impact of participation in the justice system. Most misdemeanor cases do not result in jury trials, require less time and can be resolved with less trauma to the victim and their family. There is usually an initial meeting with the victim of a misdemeanor where information is provided about the court process, crime victim's compensation and general questions are answered. Felony cases often require several meetings with the victim and in homicide cases, the victim's family members. More time is spent with these victims in preparation for court hearings and in emotional support throughout the life of the case through disposition.

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

### C. Methodology

### 1. Type of Program

The Victim Response Team is dedicated to serving the varied needs of crime victims in Boone County. Service delivery is divided into two categories: Basic and Comprehensive. All victims of crime receive or have access to basic victim services. Comprehensive victim services are provided in cases where the level of trauma or severity of injury dictates a more sensitive, proactive, and hands-on approach to victim assistance. These services are also provided to those individuals who may have to testify at court proceedings, depositions, or at trial. Below is an outline and narrative description defining the two categories of service provision.

BASIC VICTIM SERVICES

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

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

Examples of cases only requiring basic victim services are misdemeanor property damage, stealing or assault, peace disturbance, trespassing, forgery, and some traffic violations

involving motor vehicle accidents. Typically, these cases are assigned to the Victim Assistant.

#### COMPREHENSIVE VICTIM SERVICES

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

Most felony cases involve the provision of basic and comprehensive victim services. Initial victim contact is made via telephone. The Victim Specialist or Case Specialist will facilitate a meeting with the victim and Assistant Prosecuting Attorney assigned to the case. The purpose of the initial meeting is to gain insight into the victim's needs and expectations about the justice system and to help the victim make an informed decision about participating or not participating in a criminal prosecution. In some cases, victims may require crisis counseling and safety planning. The Victim Specialist or Case Specialist will provide information about community resources to increase their level of support and actively assist the victim in accessing these resources. They may also organize an action plan or goals to aid in the victim's healing and recovery. During the course of a prosecution, the Victim Specialist or Case Specialist may meet several times with the victim to assess their needs, provide ongoing support and information, and prepare the victim for court appearances or trial. During court proceedings, the designated Victim Specialist or Case Specialist is available to counsel and support the victim and their family. Even after the disposition of the criminal case, victims will continue to receive services from the Victim Response Team when requested. Post-conviction assistance involves providing victims with referrals to resources available through the Department of Corrections, Probation & Parole, and the Office of the Attorney General. In addition, the Victim Specialist or Case Specialist can help the victim prepare impact information for the Parole Board or designated Probation Officer or accompany them to parole hearings.

Examples of cases requiring comprehensive victim services are domestic and sexual assault, child abuse, vehicular assault and manslaughter, burglary, robbery, homicide and other felony offenses. Typically these cases are assigned to the Victim Specialist. Having an additional victim services staff member to assist with homicide, robbery, or sexual assault cases will improve our ability to effectively and adequately tend to the needs of these serious crimes.

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

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

Regarding guidelines for training, all members of the Victim Response Team are expected to adhere to the Missouri Department of Public Safety Code of Professional Ethics for Victim Service Providers. Also, written policies regarding volunteer opportunities are available in the Volunteer Training Manual, which is maintained and regularly updated by members of the Victim Response Team. Training is required for all personnel of the Victim Response Team that provide direct services (i.e. crisis intervention, case management and court advocacy) to victims of domestic violence and their children.

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

Finally, the Office of the Prosecuting Attorney meets MoCVSU service standards and guidelines for court advocacy service provision. Civil and criminal justice information and support is provided to all identified crime victims. Volunteers providing court advocacy services must demonstrate proficiency in articulating justice system terminology and Missouri law as it pertains to domestic and sexual violence. Court advocacy services include the provision of written and verbal information about victims' rights, state and local resources that advocate on behalf of victims of crime, Crime Victims' Compensation, safety planning, etc. Victim services surveys are conducted to ensure quality of services.

#### 2. Proposed Service Area

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

#### 3. Coordination of Services

Coordination and communication with other service providers is active and ongoing. The communication between first responders and members of the Victim Response Team is critical in ensuring victims' safety and anticipating victims' concerns and expectations. Because a prosecution can take months, coordination with community-based advocates and counseling providers is essential for meeting the changing needs of victims and their families. Also, members of the Victim Response Team play a vital role in the continued coordination of victim services in Boone County. Members of the Victim Response Team participate in volunteer training for the Shelter as well as training for the Sexual Assault Nurse Examiner (SANE) programs at local hospitals. Participants of these trainings include representatives from the three local hospitals, law enforcement agencies, psychiatric

facilities, the Shelter, the University of Missouri, and other counseling and social service organizations. Local law enforcement officers, healthcare professionals, and advocates continue to use the Prosecuting Attorney's Sexual Assault Survivor Handbook which outlines options and available services. This resource was developed and printed by funds received from the STOP Violence Against Women grant program and is currently being distributed throughout Boone County. The Domestic Violence Survivor Handbook and the Boone County Crime Victim Survivor Handbook are also utilized on a regular basis with crime victims and their families.

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

#### 4. Identification of Matching Funds

Matching Funds are derived from the salary of our current Victim Assistant, Jessica Watson, and are taken from Boone County's General Fund. The Victim Assistant's full salary is \$30,180.80 and 56% of her salary (\$16,900.41) provides the 20% match requirement.

#### 5. Budget Justification

Justification of Salaries: The Boone County Prosecuting Attorney's Office is requesting a continuation of VOCA funding for the full salary of our Victim Specialist, Aleshia Marso, in the amount of \$40,601.64. This is an existing position that we have been receiving funds for since 1993. The Victim Specialist provides services to crime victims and their families by offering basic and comprehensive services to victims that aid in the healing and restoration of those affected by crime in Boone County. Currently, the Victim Response Team receives 40 to 50 calls from victims requesting information and support on a daily basis. In addition, the Victim Response Team and its volunteers respond to 3 to 5 walk-ins daily. It is critical for victim services staff to have sufficient time to review new reports, assess victim safety, and assist victims in active criminal cases.

We are requesting \$27,000.00 to fund a part time Case Specialist to focus specifically on victims of felony cases. The Case Specialist will provide similar services as the Victim Specialist and the Victim Assistant, but will focus primarily on the more difficult cases that go to jury trial involving victims of rape, robbery, family members of homicide victims and felony child abuse cases. We are requesting funds for \$25,000 in salary, \$1,912.50 FICA, and \$87.50 in Workers Compensation. This is a new position and the match will be provided by the existing Victim Assistant's salary. The Victim Assistant, Jessica Watson's full salary is \$30,180.80. We will use 56% of that salary (\$16,900.41) to provide the match for the Victim Specialist as well as the Case Specialist. The Victim Assistant, like the Victim Specialist, provides services to crime victims and their families by offering basic and comprehensive services to victims that aid in the healing and restoration of those affected by crime in Boone County.

# 6. Supplanting

The Boone County Prosecuting Attorney's Office is not requesting funds for existing costs. The sole function of this application is to continue funding for our Victim Specialist's salary and to request funds for a new part time Case Specialist to focus on victims of felony crimes.

### 7. Victim Compensation Assistance

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

For the 2009 fiscal year, the Crime Victims' Compensation Fund awarded \$144,201,24 to victims of crime in Boone County. During that time, the Victim Response Team assisted 56 applicants with 37 of those granted awards through the fund. In 2008, Boone County collected \$29,739.84 in restitution for the Crime Victims' Compensation Fund.

#### 8. Volunteers

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

The University of Missouri - School of Social Work regularly refers bachelor and masters level students for volunteer placement. Each semester, the Victim Specialist and Victim Assistant share supervision of a student completing either a 400 or 800 hour fieldwork rotation with the Prosecuting Attorney's Office Victim Response Team. Candidates are treated as job applicants and make a formal application, complete an interview, provide references and consent to a criminal background check. In addition, volunteers must sign a confidentiality agreement. Selected applicants are given a Volunteer Handbook for review. The Volunteer Training Manual includes basic orientation information about the Office of the Prosecuting Attorney and its staff, policies and procedures used in direct victim service provision, and samples of documentation related to criminal case files. Students spend the first several weeks shadowing a member of the Victim Response Team. Social work students complete a learning plan with their supervisor that includes goals related to the provision of direct victim services. Social work volunteers are also encouraged to complete the Shelter's volunteer training program and receive approximately 12 hours of domestic and sexual violence training. During the final weeks of placement, students demonstrate proficiency in basic social work skills and most areas of direct victim service provision.

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

### 9. Number of Victims to Be Served

The Boone County Prosecuting Attorney's Victim Response Team anticipates serving 3100 victims of crime utilizing VOCA funds. This number is based on the number of victims served during the prior grant cycle as well as taking into account the number of victims served each year during the past five years.

#### D. Goal & Objectives

**Goal 1:** To make advocacy services available to all victims and their families participating in the criminal justice system in Boone County

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

**Goal 2:** To provide advocacy and comprehensive court preparation services to victims of felony cases (ie. robbery, homicide, sexual assault, etc.)

1. Increase court preparation services to 125 victims of felony cases during the grant cycle.

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

#### E. Evaluation Procedure

Daily statistics are compiled as to victim and defendant demographics, type of crime and disposition of cases. These figures include underserved victims (ie. adult survivors of incest, burglary victims, survivors of homicide, and seriously or fatally injured victims of drunk drivers). The Victim Response Team utilizes a Victim Services Survey which measures overall satisfaction with the support and information provided by the designated Victim Response Team member and the Assistant Prosecuting Attorney assigned to the criminal case. Accessibility to program services is also measured. It is a continuing struggle to get victims to return our Victim Services survey. In an effort to get more victims to complete a survey, we added a Victim Services section to the Boone County Prosecuting Attorney's website in 2008. The survey is available for victims to fill out and submit on-line. In the past year we have had 1,272 hits on our Victim Services website, 234 people viewed the survey, but only 11 people actually completed the survey on-line. In 2009 we changed our initial contact letter for victims and added the website with a direct link to the Victim Services webpage, in an effort to get a better response. We also mail a victim survey to every victim along with the initial contact letter and remind them to fill out the survey and

mail it in or go to the website to fill it out on line. In the past we had included the Victim Services survey at the close of the case. It was our hope that by including the survey with the initial contact letter that victims would be thinking about their service level during the entire court process and would be motivated to either fill it out and mail it back or go to the website and fill it out on line. There has been no significant change in the number of surveys we have been receiving. It is our plan to have volunteers conduct phone surveys in the 2010-2011 grant cycle, in an effort to gain more feedback. A sample survey is included in the appendix of this grant application. Finally, the Chief Investigator conducts an annual evaluation of the Victim Response Team staff. This evaluation takes into consideration feedback from coworkers and community partners (i.e. law enforcement, social services, etc.) as well as knowledge and skills demonstrated by program staff.

### F. Cost Assumption

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

### G. Report of Success

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

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

OBJECTIVE 1 MET: During this grant cycle, 3184 victims received basic victim services from the Victim Response Team.

OBJECTIVE 2 MET: During this grant cycle, 796 victims received comprehensive victim services from the Victim Response Team.

**CERTIFIED COPY OF ORDER** September Session of the July Adjourned 10 STATE OF MISSOURI Term. 20 ea. **County of Boone** 9<sup>th</sup> day of September 10 In the County Commission of said county, on the 20

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

Now on this day the County Commission of the County of Boone does hereby approve the request by the Boone County Prosecuting Attorney Daniel K. Knight to allow the Employee Campaign Coordinator(s) and committee members on the Heart of Missouri United Way access to the County's e-mail system for purposes concerning the Heart of Missouri United Way Employee Campaign.

Done this 9<sup>th</sup> day of September, 2010.

ATTEST: Wendy S. Nore

Clerk of the County Commission

-2010

440

Kenneth M. Pearson Presiding Commissioner

heller

5

Karen/M. Miller District I Commissioner

Skip Elkin

District II Commissioner



# **Office of the Boone County Prosecuting Attorney**

DANIEL K. KNIGHT, Prosecutor

705 E. Walnut Street – Courthouse Columbia, Missouri 65201-4485 573-886-4100 FAX: 573-886-4148

DATE: September 8, 2010

- TO: Commissioner Pearson Commissioner Miller Commissioner Elkin
- FROM: Daniel K. Knight Boone County Prosecuting Attorney

RE: Heart of Missouri United Way Employee Campaign

I respectfully request your approval to allow the use of the County's email system by the Employee Campaign Coordinator(s) and committee members to make employees aware of *donation opportunities* and pass along information in connection with the Heart of Missouri United Way employee campaign.

Thank you for your consideration of this request.

-2010

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	ea.	September Session	of the July A	djourne	d	Term. 20	10
<b>County of Boone</b>	J						
In the County Commission	of said county, o	n the	9 <sup>th</sup>	day of	September	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 grant numbers 2007-VAWA-0059, R2010-VAWA-0001 Integrated Domestic Violence Program for the period starting on 1/1/2011 to 12/31/2011 in the amount of \$156,784.82 with a local match of \$39,196.21. It is further ordered the Presiding Commissioner is hereby authorized to sign said grant application.

Done this 9<sup>th</sup> day of September, 2010.

ATTEST:

Wendy S. Nøren Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

1		441-2010							
	STOP APPLICATION SUMMARY REPORT								
Agency Name: Boone County (13th Judicial Circuit Court)									
Authorized Official Name and Address Name: Ken Pearson	Project Director Name and Address Name: Judge Deborah Daniels	Contact Person Name and Address Name: Jeremy Cover							
Address: 801 E. Walnut Street Room 245	Address: 705 E. Walnut Street	Address: 705 E. Walnut Street							
City:     Columbia       State/Zip:     MO 65201       E-Mail:     kpearson@boonecountymo.org	City: Columbia State/Zip: MO 65201 E-Mail: deborah.daniels@courts.mo.g	City:ColumbiaState/Zip:MO 65201E-Mail:jeremy.cover@courts.mo.gov							
Phone Number: (_573_) 886 _ 4305 Fax Number: (_573_) 886 _ 4311	Phone Number: ( <u>573)</u> <u>886</u> - <u>4050</u> Fax Number: ( <u>537</u> ) <u>886</u> - <u>4070</u>	Phone Number: ( <u>573)</u> <u>886</u> - <u>4710</u> Fax Number: ( <u>573)</u> <u>886</u> - <u>4070</u>							
STOP Program Funds Requested: \$ 117,588.61 Local Match Share Required: \$ 39,196.21	Source(s) of Local Match: The portion paid by defendants for MEN	ND will fund the match.							
✓ CourtsLaw EnforcementProsecution 20 % Courts% Law Enforcement% Prosecution The requested STOP Program funds will be used to:	ecution% Victim Services%Other (specif	y) batterer intervention program							
Fund a New STOP Project  The Focus of this project is on: (Check all that apply.)     Domestic Violence Sexual Assault	Expand/Enhance an Existing STOP Project	Continue an Existing STOP Project							
Indicate the anticipated number of victims to be served by									
If a domestic violence shelter, indicate the anticipated number of women and children to be served, by this STOP funded project, in shelter and outreach services, the number of anticipated hotline calls and the anticipated number of bednights.         Women      Children      Bednights         If a training/technical assistance project, show the anticipated number of people and/or communities to be trained:      Beople        People      Communities									
Give a brief summary of the services to be offered by this 5 The Integrated Domestic Violence Program the processing of domestic violence cases (DACC). The specialized domestic violence settings for preliminary hearings, and incre and the court). The DACC coordinates wit conditions, and serves as the court's liaison service to victims and illustrates the court's utilization of a batterers' intervention progra power of the criminal justice system to hold MEND is a vital component of the domestic had a re-offense rate of 6%, as opposed to	STOP Program project: In has two main categories of services. O through dedicated court dockets and a de ce dockets have allowed for quicker return ased communication between stakeholde h the MEND program provider, ensures d in regarding domestic violence issues. The focus on the problem of domestic violence am (MEND) as a part of a graduated rang a busers accountable for their criminal ac c violence dockets and the best method to	omestic assault court coordinator n dates on bonds (10 days), expedited ers (prosecutors, defense attorneys, lefendants' compliance with probation his combination improves the level of ce. The second category is the e of sanctions that uses the coercive ction and change their behavior. b reduce recidivism. MEND graduates							

APPLICATION FOR FUNDI	NG	Office of the P.O. Box 74		1-573-751-490: website: www.i			
	lication must l	be typewritten. Please	refer to the enclosed instructions to o	complete this for	r <b>m</b> .		
SECTION 2 – GRANT PROGRAMS					-10700 / 021		
	_ `	tate Services to Victim		/AWA - STOP Vi	olence Agai		nen act
Sexual Assault Services Program	Recovery	Act VAWA	L Kecove	ery Act VOCA			
DUNS #	CCR #						
SECTION 3 – APPLICANT AGENCY AGENCY	PHONE 5	73-886-4305	SECTION 8 – PROJECT TITL				
Boone County		573-886-4311	Integrated Do		Violen	ce F	Program
801 E. Walnut Street			SECTION 9 - TYPE OF APPL				
CITY	STATE	ZIP	New Revised	۲ <u> </u>	Renewal		Continuation
Columbia		65201	SECTION 10 - CURRENT CO	NTRACT NUM	IBER(S)		
Faith-Based (Religiously Affiliated) Organization?	Yes	No [_]	0007 VAMA 0050 P20	10 1/010/0	0001		
SECTION 4 APPLICANT AUTHORIZED OFFICIAL	PHONE 5	73-886-4305	2007-VAWA-0059, R20	)10-VAVVA	-0001		
Ken Pearson		73-886-4311	SECTION 11 - APPLICANT A	GENCY'S FE	DERAL TA	X I.D.	#
TITLE Presiding Commissioner				43-60003	349		
AGENCY Record County			SECTION 12 - PROGRAM CA	TEGORY			
ADDRESS			NA				
801 E. Walnut, Room 245			SECTION 13 - CONTRACT P	ERIOD			
Columbia	STATE MO	<sup>∠⊮</sup> 65201			ENDING DA	TE	12/31/2011
SECTION 5 – APPLICANT PROJECT DIRECTOR	<u> </u>		SECTION 14 - TYPE OF PRO	JECT			
NAME Judge Deborah Daniels		73-886-4050 73-886-4070	Statewide R	Regional		Local	
Judge, Division XI			SECTION 15 - PROGRAM INC	COME			
AGENCY 13th Judicial Circuit Court			Will Program Income be gene	erated?	🔳 Yes		No
ADRESS			SECTION 16 - BUDGET		-		TOTAL COST
705 E. Walnut Street	T		PERSONNEL				28,604.98
ciry Columbia	state MO	<sup>zip</sup> 65201	VOLUNTEER MATCH				0.00
SECTION 6 - APPLICANT FISCAL OFFICER			TRAVEL				1,529.84
Ion Fugit		73-886-4365 73-886-4369					
			EQUIPMENT				0.00
AGENCY AGENCY			SUPPLIES/OPERATIONS				650.00
ADDRESS			CONTRACTUAL				126,000.00
801 E. Walnut, Room 112	STATE	210	RENOVATION/CONSTRUCT				0.00
Columbia	MO	65201		_			
SECTION 7 - NON-PROFIT BOARD CHAIRPERSON		ABLE)	TOTAL PROJECT COSTS				156,784.82
	PHONE FAX		FEDERAL/STATE SHARE		75	%	117,588.61
TITLE			LOCAL MATCH SHARE		25	%	39,196.21
AGENCY			SECTION 17 - AUTHORIZED	OFFICIAL'S S	IGNATUR	E	
ADDRESS							
			WSI				
CITY	STATE	ZIP	Signature	m		<b>27</b>	09/2010 ate

Q. III

		PROJECT TITI					,	
PERSONNEL	_	APPLICANT AC	GENCY: Booone	e Counly (	13th Judicial Ci	rcuit Court)		
INSTRUCTIONS				_				
<ol> <li>Include all personnel to</li> <li>Under Title or Position</li> <li>Under Name of the Inc who will fill each proper list TBH).</li> <li>Show Gross Monthly S Percent of Time to be a of time that may be bu not fund any position of</li> <li>The Total Costs should (Salary/Month) x (% c be Employed).</li> </ol>	medical in included in separately e 7. Under the formula for fringe ben	uch as soc isurance, o n the heal column e or computi efits prov 6 of grant	ial security, wetc. If dental a th insurance p ntitled <b>Basis f</b> ing the cost fo ided must be i funded time.	orkers' com and vision in remium they or Cost Esti r each fringe temized and	pens sura sho mat	ation, nce are not uld be listed e, enter the efit. All		
TITLE OR POSITION	NAME (	OF_INDIVIDUAL	SALARY PER MONTH	FT OR PT	% OF GRANT FUNDED TIME	MONTHS TO BE EMPLOYED	τ	OTAL COST
domestic assault court coordinator	Jeremiah Cove	er	2,788.13	FT	100	8.00		22,305.02
						BTOTAL	\$	22,305.02
FRINGE BENEFITS	BASIS FOR	COST ESTIMATE	C (must be prorated	l based on	% of grant fun	ded time)		
F.I.C.A. & Medicare (.0765)	0.0765 times sa	alary						1,706.33
PENSION/RETIREMENT	\$32.50 per mor	nth					ļ	260.00
LIFE INSURANCE	4.40 per month							35.20
MEDICAL INSURANCE	395.83 per mor	nth						3,166.64
UNEMPLOYMENT COMPENSATION	NA					,	0.00	
WORKERS' COMPENSATION LIAB.	0.0364 times sa Disability: 0.003							811.90 82.53
OTHER (PLEASE IDENTIFY)	Dental: 29.67 p	-						237.36
			. <u></u>		SU	BTOTAL	\$	6,299.96
State/Federal Share	\$	28,604.98					÷	
Local Match Share	\$	0.00		TOTAL	PERSONN	EL COST	\$	28,604.98

	PROJECT	TITLE: Integrated Domestic Violer	nce Program			
TRAVEL INSTRUCTIONS	APPLICA	NT AGENCY: Boone County (13th J	udicial Circuit Court)			
<ol> <li>Itemize travel expenses by</li> <li>Under the Item, list the type state), location and reason for 3. Under the Basis for Cost E regarding total distance to the total days of travel, daily me people traveling.</li> <li>Justify in the narrative (under the travel is necessary for p be traveling.</li> <li>In training projects, where the</li> </ol>	e of travel (local, in-state, out- for travel. (stimate, supply information be traveled, the rate per mile, eal allowance, and number of er Budget Justification) why roject execution and who will ravel and meals for trainees is ately and show the number of	<ol> <li>Tuition and registration fees for eligibl <u>listed under the Supplies/Operations</u> ca</li> <li>Enter the costs in the <b>Total Cost</b> colun</li> <li>The amount of mileage allowance shal mile. Travel must be by the most direct Actual transportation expenses and the charges shall not exceed the actual coss reasonable. Lodging expenses will be rules and regulations will apply if they than those mentioned above. Travel ex- reimbursed until the travel has occurre</li> </ol>	ategory. nn. I not exceed 0.37¢ per ct practical route. e amount of meal ts and must be reasonable. Local are more restrictive xpenses will not be			
ITEM	BASIS FO	OR COST ESTIMATE	TOTAL COST			
Local; Fulton, Missouri Bi-monthly trips for meetings	48 miles roundtrip, \$0.37 pe	er mile, 24 trips per year, 1 person	426.24			
In-state; St. Louis, Missouri Missouri Office of Prosecution	Mileage: 240 miles roundtrip Hotel: \$149 per night, 2 nigh	Mileage: 240 miles roundtrip, \$0.37 per mile, 3 days, 2 employees				
Services Dom. Violence Conf.		(75% of per diem rate), 2 employees	596.00 198.00			
May 4-6, 2011	and a court services officer a	iem rate), 2 employees nses for travel and training for the DACC assigned to supervise defendants on the These funds will contribute to the	132.00			
State/Federal Share Local Match Share	\$ 426.24 \$ 1,103.60	TOTAL TRAVEL COST	\$1,529.84			

		PROJECT TITLE: Integrated Domestic Violence Program					
SUPPLIES/OPERATIONS		APPLIC	ANT AGENCY: Boone Count	y (13th Jud. Circuit Ct.)			
INSTRUCTIONS							
<ol> <li>Under the Item column, list by type of supply or operational expense (i.e., office supplies, trainin materials, telephone, postage, etc.). Be as speci possible.</li> <li>Under the Basis for Cost Estimate column, list unit and the number of units requested.</li> </ol>		ing ific as	<ol> <li>Under Total Cost column, recor follows: (number of units) x (units)</li> <li>Tuition and registration fees for on this page. These fees will no training has occurred.</li> <li>Please refer to the grant application supplies and operating expenses</li> </ol>	nit cost). eligible training must be listed t be reimbursed until the ion instructions pertaining to			
ITEM	В	BASIS FOR (	COST ESTIMATE	TOTAL COST			
Office supplies	\$150, 100% u	se by STO	P project	150.00			
Registration costs; Missouri Office of Prosecution Services Domestic Violence Conference; May 4-6, 2011; St. Louis, Missouri	Local funds wi training for the assigned to su	ill cover ex e DACC an upervise de et. Thse fu	ated), 2 employees spenses for travel and ad a court services officer efendants on the domestic ands will contribute to the	500.00			
State/Federal Share	\$	0.00					
Local Match Share	\$	650.00	TOTAL SUPPLIES/ OPERATIONS COST	\$ 650.00			

		PROJECT TITL	E: Integrated Domestic Violence F	Program
CONTRACTUAL		APPLICANT AGENCY: Boone County (13th Judicial Circuit Court)		
<ol> <li>INSTRUCTIONS         <ol> <li>Under the Nature of Service column, describe t consultant services or contracts desired (i.e. then interpretative services).</li> <li>Under the Basis for Cost Estimate, enter the top of time to be used and the rate of compensation time. (The maximum amount that can be reimb contractual expenses is \$56.25/hour, \$450/day.)</li> </ol> </li> </ol>		l (i.e. therapy, ter the total amount ensation per unit of be reimbursed for	<ol> <li>In the Total Cost 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 ar award through this grant program must be forwarded to the Department of Public Safety. Any service that does not 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
Batterers' intervention program (MEND)	MEND in Boone County Based on an average of per class for six classes p 50 weeks of class per yes \$10,000, the anticipated subtracted from that total MEND in Callaway Count Based on an expected av		grant funds from FCC, is I. The result is \$110,000. ty verage of 8 court-ordered one class per week, at \$40 per	110,000
State/Federal Share	\$	88,557.39	TOTAL	126,000
Local Match Share	\$	37,442.62	CONTRACTUAL COST	\$

#### AGREEMENT FOR BATTERERS' INTERVENTION PROGRAM

THIS AGREEMENT, entered into by and between the 13<sup>th</sup> Judicial Circuit Court (the Court) and the Family Counseling Center of Missouri, Inc. (FCC).

WHEREAS, the Court has developed a program for criminal cases involving domestic violence; and

WHEREAS, the Court desires to provide financial assistance to low-income defendants to enable them to participate in a batterers' intervention program; and

WHEREAS, the Court currently receives STOP grant funding for such a program for the calendar year 2010; and

WHEREAS, the MEND (Men Exploring Non-violent Directions) program provided by FCC is the only batterers' intervention program within the 13<sup>th</sup> Judicial Circuit.

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

- A. FCC will make its batterers' intervention program available to individuals referred by court on the following basis:
  - 1. FCC will attempt to obtain initial information from a referred individual while the individual is in court at the time of referral.
  - 2. FCC will conduct two intake/orientation sessions per month so that individuals are enrolled in MEND within 30 days of the court referral.
  - 3. FCC will charge each court-referred individual for treatment sessions based on a sliding scale, according to the individual's family income.
- B. FCC will report to the Court as follows:
  - 1. Once per week FCC will provide a list of individuals attending the MEND program which shows the following information:
    - a. Case number
    - b. Name
    - c. Date of intake
    - d. Classes attended
    - e. Comments regarding attendance
  - 2. No later than the 5<sup>th</sup> of each month FCC will provide to the Court a bill that lists all clients referred by the Court, the amount they paid, and the amount being billed to the Court.

- C. The Court will pay FCC for its services based on the following assumptions:
  - 1. The monthly payment will be based on the following formula: (total number of sessions attended by eligible defendants times \$40) minus the amount collected from such individuals
  - 2. The total cost of the 27-week MEND program is \$1,100 ((\$40 times 27 classes) plus \$20 for intake)
  - 3. The maximum amount the Court will pay per person is \$830 (\$1,100 minus mandatory contribution of \$270 (\$10 per class))
- D. The maximum amount of contractual services is \$126,000.
- E. Enrollment in MEND will be open-ended, with referred men beginning at the time of the first group vacancy following referral and continuing until 27 weeks of programming have been completed. Group sessions will be two hours long and will be held at a variety of times to reasonably accommodate clients.
- F. Groups will be facilitated by Licensed Professional Counselors, Licensed Clinical Social Workers, or other counselors under the supervision of licensed staff. The program will be supervised by Ted Solomon, M.S., who is Director of Outpatient Services for FCC. All facilitators and others involved in the execution of the MEND program shall be employees of FCC, not of the Court.
- G. Services will be provided at FCC's Columbia Outpatient Clinic at 117 N. Garth and Fulton Outpatient Clinic at 2625 Fairway Drive, Suite E. Both clinics are ADA accessible and the Columbia clinic is on a public bus route.
- H. FCC will document the progress of individuals referred to the MEND program, and will report to the Court information regarding success or failure of referred individuals in completing the program.
- I. FCC will maintain comprehensive liability insurance in the minimum amount of \$1,000,000 (premises and professional liability).
- J. FCC will cooperate with the Court in conducting surveys of referred individuals regarding program quality, its ability to meet the needs of the referred individuals, and recidivism. FCC and the Court will share statistical information regarding program success.
- K. All obligations of the Court under this Agreement which require the expenditure of funds are conditional upon availability of funds appropriated for that purpose.
- L. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

- M. As a condition for the award of this contract in order to comply with the provisions of RSMo Sec. 285.530, FCC shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A Work Certification Affidavit is attached hereto and made a part hereof.
- N. The agreement shall terminate on December 31, 2011, if not earlier terminated by the parties as set forth above.

IN WITNESS WHEREOF, the parties set their hands on the date(s) below:

#### 13<sup>th</sup> Judicial Circuit

Ву:\_\_\_\_\_

DATED:\_\_\_\_\_

Family Counseling Center of Missouri, Inc.

By:\_\_\_\_\_

DATED:

#### APPROVED AND ACCEPTED FOR DOCUMENTATION AND AUDITING PURPOSES:

**BOONE COUNTY, MISSOURI** by: Boone County Commission

ATTEST:

Kenneth M. Pearson, Presiding Commissioner

Wendy S. Noren, County Clerk

APPROVED AS TO FORM:

County Counselor

**AUDITOR CERTIFICATION:** 

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

Signatur	e
----------	---

Date

Appropriation Account/Amount

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

County of	)
	)ss
State of	)

My name is \_\_\_\_\_\_\_. I am an authorized agent of the Family Counseling Center of Missouri, Inc. This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Affiant	Date

Printed Name

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

# PERSONNEL INFORMATION Grant Project Staff Only

Staff Member		Brief List of Experience and Current Job Responsibilities	
١.	Jeremiah Cover	Experience: JD, MPA, licensed attorney, two years private practice handling domestic cases, one year as assistant municipal prosecutor	
	(Name)	Job responsibilities: document when defendants are ordered to MEND,	
	domestic assault ct. coor.	explain MEND to defs. and begin paper work in court, ensure defs. enroll in and attend MEND, report MEND attendance to the court,	
	(Title)	adminster grants, represent the court at Domestic Violence Enforcement (DOVE) Unit meetings	
2.			
Ζ.	(Name)		
	(Title)		
3.			
5.	(Name)		
	(Title)		
4.	(Nome)		
	(Name)		
	(Title)		
5.	(Name)		
	(Title)		
6.			
	(Name)		
	(Title)		

#### **Domestic Assault Court Coordinator**

*Responsibilities*: The Domestic Assault Court Coordinator monitors compliance of defendants with conditions of probation/release; conducts bond investigations; collects data and prepares reports; applies for and administers grants; and communicates with victims and victim advocates regarding the defendant's compliance with conditions of probation/release.

*Qualifications:* Graduation from a four-year college or university with major course work in judicial administration, public or business administration, sociology, psychology, criminal justice or a related field, and two years related experience. An understanding of case management and previous experience with a court or in law enforcement a plus.

#### NARRATIVE WORK PROGRAM 13<sup>th</sup> Judicial Circuit's Integrated Domestic Violence Program

#### A. History of the Agency

The 13<sup>th</sup> Judicial Circuit includes Boone and Callaway counties. Both counties have a long judicial history with the state, with existing records of court cases being decided as early as 1818, before the current circuit court system was established. Boone County has a population of 156,377, and its county seat, Columbia, has a population of 100,733. Callaway County has a population of 43,727, and its county seat, Fulton, has a population of 12,814.

#### 1. Current Programs

The 13<sup>th</sup> Circuit is a leader in innovative court programs. The court implemented a Drug Court in Boone County in 1998 and in Callaway County in 2001. The 13<sup>th</sup> Circuit also implemented a Mental Health Court in 2003, a Reintegration Court in 2007, and a DWI Court in 2010. Another innovation is the creation of separate dockets for criminal cases involving domestic violence. The separate docket started in Boone County in 2008 and in Callaway County in September 2010.

In this specialized docket, all criminal cases involving domestic violence are assigned to one associate circuit judge in each county, with the exception of defendants who are on probation in another division. In Boone County, the cases are heard primarily on four dockets on Tuesday and Wednesday, with an average of 50 cases per docket. These cases include misdemeanor cases through disposition and preliminary hearings on felony cases. In Callaway County, the designated domestic violence docket is Tuesday morning. The consolidated domestic assault docket includes the prosecutors and criminal defense attorneys assigned to such cases. This inclusive approach allows for the accelerated adjudication of domestic violence cases. Other elements of the domestic violence docket include a quicker return date on bonds (10 days), expedited settings for preliminary hearings, and a court coordinator dedicated to domestic violence cases.

Since 2008, the court has received STOP-VAWA funding for a batterer's intervention program to be used as a part of a graduated range of sanctions that uses the coercive power of the criminal justice system to hold abusers accountable for their criminal action and for changing their behavior. The local batterer's intervention program is MEND (Men Exploring Non-violent Directions), which is administered by Family Counseling Center (FCC) of Missouri. As of July 2010, 220 court-ordered defendants had enrolled in MEND. As of July 2010, 50 of those participants successfully graduated from the program, 39 had been terminated, and 131 were still enrolled in MEND.

In 2009, the court obtained STOP-VAWA Recovery funding for a domestic assault court coordinator. The coordinator performs a variety of functions including monitoring the attendance and participation of defendants in MEND and coordinating with probation and court services officers in their monitoring of compliance with court-ordered conditions of probation such as no (unlawful) contact with the victims and no drug/alcohol use. Noncompliance is
reported to the judge for further action. In addition, the coordinator administers grant funds; collects, maintains and analyzes data regarding court programs; and assists the court as needed. The coordinator also acts as the court's liaison to the FCC, prosecutors, defense counsel, law enforcement, and probation officers regarding court programs and procedures. The combined activities of the domestic assault court coordinator are critical to the court's ability to efficiently process domestic violence cases.

## 2. Future Programs

The Boone County Circuit Court plans to continue its domestic violence docket as well as the utilization of a domestic assault court coordinator and the MEND program. On September 1, 2010, Callaway County began its separate docket for domestic violence cases. The judge assigned to the Callaway docket intends to order defendants to attend MEND classes in Fulton, Missouri as part of a graduated range of sanctions as is done in Boone County. It is the intent and desire of the court that the domestic violence dockets eventually transform in to a domestic violence court, with dedicated personnel, regular meetings with appropriate agencies, and a broader range of programs and sanctions.

## B. Statement of the Problem

## 1. The Problem of Domestic Violence

Domestic violence continues to be a major societal issue. There appears to be a directive from the Missouri legislature to aggressively act to protect victims of domestic violence. The Missouri statutes in chapter 565 define domestic assault as the circumstance when a person commits an act against "family or household member or an adult who is or has been in a continuing social relationship of a romantic or intimate nature." The extension of domestic assault victims to include "social relationships" indicates a more global approach to domestic violence. Also, legislative intent to treat violence in domestic relationships differently can be seen in chapter 565. One example of this taking away a cell phone; typically this is not a crime, but when it occurs between people defined as family, members of households or those in social relations of a romantic or intimate nature and is for the purpose of isolation, it is a crime. Another example is that the status of a victim as a family or household member can escalate misdemeanor cases to a felony and increases punishment for repeat offenders.

According to the Boone County Prosecutor's Office, during the past five years an average of 1,211 criminal cases involving domestic violence were filed each year. The Callaway County Circuit Clerk's office reports that during the past five years, an average of 108 criminal cases involving domestic violence were filed each year.

According to statistics maintained by the Missouri State Highway Patrol, there were 45 domestic related homicides in Missouri in 2009.

<u>http://www.mshp.dps.missouri.gov/MSHPWeb/SAC/data\_and\_statistics\_crime\_domestic.html</u> There are currently many agencies that provide services to the victims of domestic violence, which should be the focus; but more needs to be done to hold defendants accountable and move their cases efficiently through the judicial process.

## 2. Batterer Intervention Strategies

Studies have shown that programs of at least 26 weeks in length significantly reduce battering behavior. "Batterer Intervention Programs: Where Do We Go From Here?" Shelly Jackson, Lynette Feder, David R. Forde, Robert C. Davis, Christopher D. Maxwell, and Bruce G. Taylor, U.S. Department of Justice, Office of Justice Programs, June, 2003. "[D. G.]Saunders, in 'Husbands Who Assault: Multiple Profiles Requiring Multiple Responses,' reviewed the available information on male batterers and found that the recurrence of violence six months or more after treatment averages 35 percent across a number of studies (*Legal Response to Wife Assault*, [Newbury Park, CA: Sage, 1993]). For men who do not complete treatment, the average re-assault rate is 52 percent." <u>http://www.libraryindex.com/pages/2066/Treatment-Male-Batterers-RECIDIVISM-RATES.html</u>

The MEND program being utilized by the 13<sup>th</sup> Judicial Circuit is a 27-week program based on the Duluth Model, a widely recognized cognitive behavioral therapy for batterers. Since October 2007, 50 defendants have graduated from the program and 39 were terminated for not attending, not participating in class, or re-offending. This results in a graduation rate of 56 percent. Of the 50 who graduated only three, or six percent, have had another domestic violence related case. Of the 39 defendants who were terminated from MEND, 13, or 33 percent, were charged with a subsequent domestic violence related crime. Of the 26 who were terminated from MEND but did not have another domestic violence case, five of them have been continuously incarcerated and two of them were ordered to enlist in alternative treatment. These figures indicate those who complete the MEND program have a significantly lower risk of recidivism. The table below illustrates the outcomes for court-ordered MEND participants.

Court-Ordered Defendants			
Defendants who graduated	Defendants who were terminated		
6% had a new DV case after graduation	33% had a new DV case after termination		

The Family Counseling Center has maintained outcomes for all participants of the MEND program for a period of five years. Those outcomes are shown in the table below.

All MEND Participants			
Participants who graduated	Participants who were terminated		
10% had a new DV case after graduation	23% had a new DV case after termination		

## 3. The Domestic Violence Dockets in Boone County

For the past three years, criminal cases involving domestic violence in Boone County have been heard on consolidated dockets assigned to one associate circuit judge. The four primary weekly dockets allow the prosecutors and criminal defense counsel additional and dedicated time to speak to their witnesses and clients, as well as opportunities to discuss scheduling and possible dispositions. This results in cases being processed and disposed of more quickly, which improves the court's efficiency in holding the defendants accountable to the victims. Consolidated dockets also make it easier for victims to access the victim advocate, the prosecuting attorney, the domestic assault court coordinator and sustain the victim's engagement in the judicial process. Prior to the consolidation, domestic violence cases were divided between multiple dockets with different judges in different courtrooms. Court appearances were often made by attorneys other than those assigned to the case who did not have the authority to discuss final dispositions. This resulted in many continuances and extended the disposition times for these cases often resulting in an inability to keep the victim committed to the process. Consolidating the cases has provided a more efficient system for the court, the attorneys and all the parties involved.

## 4. Continued Need for Batterers' Intervention Program Funds, Domestic Assault Court Coordinator (DACC), and Need for Expansion to Callaway County

An essential component of the domestic violence docket is the requirement that some defendants attend MEND as part of a graduated range of sanctions that uses the coercive power of the criminal justice system to hold abusers accountable for their criminal action and for changing their behavior. As of July 2010 there were 131 court-ordered defendants enrolled in MEND. Of those currently enrolled, 75 are attending class and 56 are on the waiting list. In response to the increased waiting list and overall number of attendees, FCC has increased the number of classes offered weekly from five to six, and has doubled the number of monthly intake/orientation sessions from one to two.

As the number of defendants enrolled in the program increases, the amount needed to subsidize the program also increases. Currently, the  $13^{th}$  Circuit projects its 2010 funding will be exhausted by the end of October. Family Counseling Center contributed \$10,000 from a separate grant to supplement the court's funding for April and May 2010, and plans to use an additional \$10,000 for November and December 2010. This additional \$20,000 has allowed the MEND component of the domestic violence program to continue uninterrupted for 2010 by removing the excuse of no resources. Family Counseling Center believes it may be able to contribute \$10,000 in 2011 and this contribution has been deducted from the anticipated need for 2011. It costs one person \$1,100 (\$40 per week for 27 weeks of classes, plus \$20 to enroll) to participate in MEND. The amount of funding needed for court-ordered MEND participants was calculated using the following formula: 10 court-ordered participants per session, six sessions a week, \$40 per session, 50 weeks a year = \$120,000, less \$10,000 (anticipated FCC contribution).

The domestic assault court coordinator (DACC) assists the court by documenting when defendants are ordered to MEND, explaining MEND to defendants in court immediately after they are ordered to attend, ensuring that defendants enroll in and attend MEND, maintaining communication with victim advocates, and improving communication between the court and probation officers in order to expedite reports and information. Prior to employing a domestic assault court coordinator, the average number of days between the court order for MEND and enrollment in the program was 120 days. Subsequent to employment of the DACC, and thru July 2010, the number of days between a defendant being ordered to MEND and enrollment decreased to an average of 17 days. This has allowed the court to realistically require defendants to enroll in MEND within two weeks and start class within six weeks of disposition. Additionally, the time period between defendants being terminated from MEND or placed on hold and the court's notification of such action has been reduced significantly.

## Need for Funding for the Boone County MEND Program and the DACC Position

In 2006, Family Counseling Center obtained grant funding for its batterers' intervention program, MEND. This allowed participants who could not afford the total cost of \$1,100 for the 27-week program to still attend. That grant funding was discontinued in 2008, which resulted in many participants being unable to afford the often court-ordered program. To make the program financially feasible for defendants, the court applied for STOP-VAWA funding for the program in 2008. That financial assistance became available to the program in January 2009. Of the 75 court-ordered defendants who attended MEND in July 2010, 62, or 83 percent, had part of their MEND fees paid by the grant.

For MEND to be effective, defendants must attend and complete the program in a timely manner. The DACC plays a critical role in obtaining this objective in the following ways:

- As noted previously, the time from court order to enrollment in the MEND program dropped from an average of 120 days to an average of 17 days, subsequent to the hiring of the DACC.
- Of the defendants who enrolled in MEND who have started classes, the average length of time from the date of enrollment to the first class is 72 days, which the court considers too long for the maximum benefit.
  - It has taken an average of 72 days to start class because of the increased waiting list.
  - FCC has agreed to add additional classes to meet the demand and decrease the overall time between when a defendant is ordered to MEND and the time he starts class; however, this will require additional funding.
- The average time it has taken a defendant to complete the program is 264 days.
  - If a participant attends MEND every week, it takes approximately six months to complete the 27-week program.
  - It is believed that with the services provided by the DACC, the average length of time it takes defendants to graduate from MEND will improve just as the length of time from order to enrollment has improved.

Regarding the above statistics, it is important to note the following:

- Defendants who have been ordered to attend MEND, but have not yet enrolled in the program, are not included in the calculations.
- Defendants who have enrolled, but never attended a class are only included in the average from order to enrollment, but not subsequent averages.

During the course of the domestic violence dockets, the DACC collects initial information on the conditions of probation, documents which defendants have been ordered to attend MEND, reports on the status of MEND for defendants status in MEND, and orally reports on other conditions such as attendance at anger management programs. Without the DACC, this information is not readily accessible or reported on during some of the dockets.

## Need for Funding the Callaway County MEND Program

While there are fewer domestic violence cases filed in Callaway County than in Boone County, the need for financial assistance to attend the MEND program is clear. Of the 112 domestic violence-related cases filed last year in Callaway County, 61, or 55 percent, were represented by a public defender. Assuming defendants who qualify the public defender could not afford to attend MEND on their own, the program's successful implementation would be dependent on grant funding. FCC does not currently operate the MEND program in its Fulton office due to the lack of participants who are able to afford it. If additional funding is allocated to expand the program to Callaway County, FCC will immediately begin MEND in Fulton using the existing framework in Columbia. Last year FCC successfully expanded MEND to its office in Jefferson City, Missouri.

## C. Methodology

## 1. Type of Program

The requested funds will be used to subsidize a batterers' intervention program, MEND, at Family Counseling Center (FCC) of Missouri. MEND is a 27-session program which uses cognitive behavioral therapy to address domestic violence. The program coordinator was trained in Duluth, Minnesota, and the program uses the internationally recognized Duluth Model Curriculum. The classes cover eight themes in 3-4 week cycles. The themes are: 1) Nonviolence, 2) Non-threatening Behavior, 3) Respect, 4) Support and Trust, 5) Accountability and Honesty, 6) Sexual Respect, 7) Partnership (includes topics of shared responsibility, financial partnership, and responsible parenting), and 8) Negotiation and Fairness. The main objectives of the program are helping men identify goals to reach a non-violent lifestyle; identify abusive behaviors and their own pattern of abuse; explore the intent of abusive behavior and the belief system that supports those behaviors; understand the connection of painful and negative feelings to beliefs about women's and men's roles; identify the function and extent of member's minimizing, denying, or blaming; fully explore the impact of violent and abusive behaviors on partners, children, and class members; and identify and practice non-abusive behaviors. Until August 2010, Family Counseling Center operated five weekly classes. In August, due to an expanding waiting list and in order to achieve a more timely entry into the program, FCC added a second monthly intake and a sixth weekly class. The classes are offered morning, afternoon, and evening throughout the week so participants can choose a weekly group that best fits their schedule. Classes consist of up to 18 group members and a male and female facilitator team. The themes of the curriculum are presented through discussion exercises, video vignettes, written exercises, class discussion, and role-plays.

In order for MEND to be effective, it must be financially accessible to the individuals who are court-ordered to attend. When funding was not available for the program, attendance at MEND dropped dramatically. This is not surprising considering that \$40/session is an unsustainable obligation for many defendants. Since grant funding began in January 2009, attendance has climbed steadily. With grant funding the court is able to subsidize the fees charged for the MEND program, with the defendants paying a portion of the cost based on their income. Of the \$40/session fee, all defendants pay at least \$10/session. This contribution is required for the

match component of the grant; but the court also believes that defendants paying as much of their own way as possible is crucial to them taking responsibility for their actions.

a) Program Services.

The Integrated Domestic Violence Program consists of special dockets established by the court where one judge hears criminal cases involving domestic violence. These consolidated dockets reduce the number of dockets that prosecutors and criminal defense counsel must attend, leaving them more time to talk with victims and defendants, and to prepare and settle cases. By having the attorneys in court who are actually assigned to the case, cases can be disposed of in an expedited manner and the number of times the victims and witnesses must appear in court are reduced, thus reducing the burden on these individuals and reducing the number of cases which must be dismissed because the victims no longer wish to proceed.

## b) Services that Will Be Provided Through the Grant Program.

Funding is requested for the salary and related expenses of a domestic assault court coordinator (DACC). This staff person will monitor defendants' compliance with the MEND program, ensuring timely enrollment, and maintain communication with victim advocates. The DACC will also administer the grant funding for the program and make periodic reports on the progress of the program as required by the grantors and the court. Should additional funding be received in order to expand the MEND program to Callaway County, the DACC's responsibilities will also be expanded to include Callaway County.

c) Compliance with the Missouri Coalition Against Domestic and Sexual Violence Standards and Guidelines for Domestic Violence Programs.

## • Service Standards and Guidelines for the Board of Directors

This program has no board of directors. The affairs of the domestic violence dockets are administered by a judge who is appointed by the 13<sup>th</sup> Judicial Circuit Presiding Judge. The Court en Banc meets monthly to discuss issues concerning the activities of the court, including the domestic violence dockets, and to approve local rules and administrative orders which govern the operation of the court. The Court en Banc approves the Personnel Polices and Rules and Regulations of the court.

- Service Standards and Guidelines for Organizational Administration The court has written personnel policies that apply to all court staff including the domestic assault court coordinator. The court has a prepared job description for the domestic assault court coordinator, which is a part of this application. Confidential personnel files are maintained for all court personnel.
- Service Standards and Guidelines for Confidentiality The court follows Missouri Supreme Court Operating Rule 2 governing public access to court records, and applicable statutes protecting the confidentiality of specific court

records. The DACC does not receive details of defendants' participation in the MEND program except for attendance records and overall attitude toward treatment.

• Service Standards and Guidelines for Documentation of Service Provision Counseling services are provided by Family Counseling Center of Missouri. The Center follows the guidelines of the MCADSV, as set out below. The court maintains records regarding defendants' attendance in MEND. These records are kept electronically in a password protected environment and in hard copy in a locking cabinet. The domestic assault court coordinator will not be a provider of counseling services.

## • Service Standards and Guidelines for Training

The DACC will not be providing direct services to victims of domestic violence. The DACC has a background in domestic violence and the court supports ongoing training for the individual in the form of attendance at outside training programs, such as the training offered by the Missouri Coalition Against Domestic and Sexual Violence and the Missouri Office of Prosecutorial Services.

## • This program will not be providing the following services:

- o Hotline
- o Crisis intervention
- Case management services (as contemplated by the MCADSV Guidelines)
- Support groups
- Professional therapy except through the MEND batterers' intervention program, which is discussed in the court's separate application for STOP-VAWA funding
- o Services to children
- o Court advocacy
- o Shelter
- Hospital/medical advocacy
- o Transitional housing

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• This program will not use volunteers.

FCC adheres to the Standards and Guidelines for batterer intervention programs established by the Missouri Coalition Against Domestic & Sexual Violence.

- The program philosophy of MEND and the curriculum used (The Duluth Curriculum) follow MCADSV's "Declaration of Principles" and curriculum requirements.
- MEND requires that participants attend an intake/orientation session, where the information set out on p. 9 of the MCADSV guidelines is gathered and assessed, and then 27 weekly 2-hour group sessions.
- With funding from the STOP grant, FCC uses a sliding fee scale, where defendants pay between \$10-\$40 per group session, depending on their income.
- FCC reserves the right to exclude people from MEND if they are unable to function in the group because of chemical dependency, or psychiatric or cognitive issues.

- All program participants sign an agreement that they will adhere to group rules, which are listed on the agreement and discussed at the orientation session.
- Facilitators
  - All current facilitators have a master's degree in counseling or social work.
  - The program has used facilitators who have a bachelor's degree and experience working at women's shelters. Periodically staff from True North, a local women's shelter and advocacy center, assist with the training of new facilitators.
  - New facilitators are trained in all aspects of the training guidelines and must observe several groups before starting in their own group. When beginning with a group, they must work with an experienced facilitator.
  - Monthly facilitator staff meetings are held in which facilitators discuss the curriculum and articles regarding domestic violence treatment.
- The MEND coordinator was trained in Duluth, Minnesota and has been a licensed professional counselor for almost 20 years. He has had training in all issues listed on p. 11 of the MCASDV guidelines. He has facilitated groups for batterer intervention programs for more than a decade.
- Victims
  - Program participants must sign a release of information that allows FCC to send victims a summary of the MEND program.
  - FCC makes it clear in this information that it does not guarantee any particular outcome regarding MEND.
  - FCC does not solicit any information from victims but may make victims aware of services available through True North.
- For participants to complete MEND, in addition to all criteria on p. 14 of the MCADSV standards, they must have fully participated in the program, which requires doing all exercises, including writing/talking about their abusive behavior and listing alternative behaviors.

## 2) Proposed Service Area

The proposed service area of the project is Boone and Callaway counties. If there are not adequate funds to service both areas, the primary service area of the project will be Boone County. The court will be unable to provide funding for MEND in Callaway County as it is anticipated FCC would not be able to offer classes without adequate participant subsidies.

## 3) Coordination of Services

The 13<sup>th</sup> Circuit currently works closely with the Boone County Prosecutor's Office, criminal defense attorneys, and the Family Counseling Center in its domestic violence program. The circuit anticipates continuing these relationships as well as building an equally successful relationship with the Callaway County agencies.

Meetings regarding the domestic violence docket are hosted on a regular basis at the Boone County courthouse. These meetings include the DACC and the judge, as well as representatives from the prosecutor's office, the criminal defense bar, probation and parole, the Boone County Circuit Clerk's Office, True North, Adult Court Services and FCC. The meetings allow stakeholders to openly discuss programs, issues, and solutions specifically related to the domestic violence docket. The DACC schedules these meetings, invites appropriate participants and prepares the agenda.

Boone County is fortunate to have what is known as the Domestic Violence Enforcement (DOVE) Unit. The unit includes the Columbia Police Department, Boone County Sheriff's Department, Missouri Probation and Parole, True North, Boone County Prosecutor's Office, and Family Counseling Center. Representatives from these agencies meet monthly to discuss the coordination of services, the domestic violence docket, and ideas for improving domestic violence awareness in the community. Outside of these monthly meetings the agencies partner to provide trainings and communicate about cases as needed. The DACC attends DOVE meetings to discuss the court's programs and ways to improve the domestic violence docket.

Callaway County also has a domestic violence task force known as the Community Coordinated Response Team (CCRT). The group includes the Fulton Police Department, Holt's Summit Police Department, Callaway County Sheriff's Department, Callaway County Prosecutor's Office, Missouri Probation and Parole, and CARD-V, the local women's shelter. The group meets monthly to discuss domestic violence issues in Callaway County. Should the DACC's duties be expanded to include Callaway County, he will attend these meetings as well.

## 4) Consultation with Victim Services

The DACC met with the DOVE Unit and the executive director of True North in preparing its application. Letters of collaboration from those agencies are included with this application.

The domestic assault court coordinator met with CARD-V members in Callaway County in preparing this application on August 18, 2010, and they indicated their support for the expansion of MEND services to Callaway County.

## 5) Identification of Matching Funds

The matching funds for the program are generated by payments made by participants. The amount each participant pays is based on a sliding scale based on their income. Those amounts to date are as follows:

Month	Total Charged	Paid from Grant	Participant Applied Match
August 2009	\$5,700	\$3,546	\$2,154
September	\$7,720	\$4,720	\$3,000
October	\$7,900	\$5,020	\$2,880
November	\$6,440	\$4,078	\$2,362
December	\$5,160	\$3,254	\$1,906
January 2010	\$5,680	\$3,455	\$2,225
February	\$8,720	\$6,255	\$2,465
March	\$9,120	\$5,360	\$3,760

April*	\$0	\$0	\$0
May*	\$0	\$0	\$0
June	\$8,960	\$5,375	\$3,585
July	\$7,640	\$4,527	\$3,113
One year total	\$73,040	\$45,590	\$27,450

\*In April and May 2010, realizing that the current grant funding was unsustainable for the year, the court worked with Family Counseling Center to use approximately \$10,000 from one of the FCC's grants to pay the court's portion for those months. The court and the FCC plan to use an additional \$10,000 from a similar grant to pay for the court's portion in November and December 2010.

## 6) Budget Justification

The requested funding will be used to for the salary of the DACC and associated expenses and to offset the cost of MEND for defendants in Boone and Callaway counties who cannot pay full price. The court has prioritized, for the Department of Public Safety's discretion, the amounts that are most crucial. The priority for our funding request is as follows: 1) funding for Boone County participants to attend the MEND program and funding for the salary, benefits, training and operating expenses of a domestic assault court coordinator for the unfunded portion of 2011; and 2) funding for Callaway County participants to attend the MEND program.

## Priority 1 - Boone County MEND and Domestic Assault Court Coordinator

*Boone County Contractual Services:* The amounts budgeted are for the MEND program. Outside funding is required to make the program accessible to defendants. A portion of the program cost is collected from the defendants on a sliding scale. According to the data presented in the table above, costs billed to participants accounted for 38 percent of the amount charged. This equates to an average of \$15 per participant per \$40 class leaving a balance of \$25 per participant per session. Fees collected from defendants will contribute to the required match.

The total estimated cost for Boone County court-ordered participants to attend MEND in 2011 is \$120,000. FCC anticipates receiving \$10,000 in grant funds which can be used to reduce the cost to Boone County participants in 2011. The grant application includes a request for \$110,000 based on the following formula: 10 court-ordered participants per session, six sessions a week, \$40 per session, 50 weeks a year = \$120,000, less \$10,000 (anticipated FCC contribution) = \$110,000.

*DACC Salary*: The position of domestic assault court coordinator will be entering its second year. The position is currently funded through April 2011, therefore the court is seeking to fund the salary from May 2011 through December 2011. The salary is based on the 2010 coordinator salary plus a three percent probationary wage increase. The increase is further justified as the coordinator will also be responsible in facilitating the Callaway County domestic violence docket.

	Per month	Grant period (8 months)
Salary	\$2,788.13	\$22,305.02

*DACC Benefits and Taxes*: The amount for benefits and taxes is based on information provided by the Boone County Clerk's Office. This amount covers expenses as detailed below. The county's retirement plan is fully contributory.

FICA	.0765 x salary	\$1,706.33
Health	\$407.71 per month	\$3,166.64
Life	\$4.55 per month	\$35.20
Dental	\$30.56 per month	\$237.36
Disability	.0037 x salary	\$82.53
Worker compensation	.0445 x salary	\$811.90
401 A Match	\$32.50 per month	\$260.00
Total		\$6,299.97

Total salary (8 months)	\$22,305.02	
Total benefits and taxes	\$6,299.97	
Total compensation	\$28,604.99	

*Travel:* Local funds will cover expenses for travel and training for the DACC and a court services officer assigned to supervise defendants on the domestic violence docket. These funds are included as a match and are detailed below.

Mileage for instate travel to training for two employees	\$177.60
Hotel for two employees	\$596.00
Meals during training for two employees	\$330.00
Total	1103.60

*Supplies/Operations:* Local funds will cover expenses for office supplies for the DACC and conference registration for the DACC and a court services officer. These funds are included as a match and are detailed below.

Office Supplies, 100% used by STOP project	\$150.00
Registration MOPS Domestic Violence	\$500.00
Conference	
Total	\$650.00

The budget for MEND in Boone County and the DACC position can be summarized as follows:

## **Estimated Cost of Priority 1 = \$140,358.59**

## **Priority 2 – Expansion to Callaway County**

*Callaway County Contractual Services:* The amounts budgeted are for the MEND program in Callaway County. Over the past five years, Callaway County has filed an average of 108 domestic violence-related cases per year. Based on the percentage of domestic violence defendants who have been court ordered to attend MEND in Boone County, it is projected that approximately 16 defendants per year will be ordered to attend MEND in Callaway County. Given that the class is 27 weeks in duration, the figure of 8 participants per class session has been used to calculate Callaway's funding needs. The grant application includes a request for \$16,000 based on the following formula: 8 court-ordered participants per session, 1 session per week, \$40 per session, 50 weeks a year = \$16,000. Fees collected from defendants will contribute to the required match.

*Travel:* It is anticipated that the DACC will travel to Callaway County an average of two times per month in coordination of the Callaway domestic violence docket. The expected expenditure for local mileage is \$426.24.

## Estimated Cost of Priority 2 = \$16,426.24

## 7) Supplanting

This funding will be used to continue and expand an existing program which is currently funded by the STOP VAWA grant. The funding will not be used to supplant services provided by the court through any other funding source.

## 8) Number of Victims to Be Served

It is anticipated that this program will serve approximately 1,873 victims. This assumes an average of 1,319 domestic violence-related cases in Boone and Callaway counties multiplied by the average household size in Missouri of 2.42, the result being 3,192. When the approximate number of defendants is subtracted from the result, the total number of victims is approximately 1,873. While only a portion of the cases involving domestic violence will result in a defendant being ordered to attend MEND, all of those cases will be subject to supervision by, or interaction with, the DACC. In addition to these direct victims, the program will continue to contribute to the safety of the community as a whole by reducing recidivism rates.

## D. Goals and Objectives

GOAL 1: Provide financial assistance to defendants to enable their participation in a batterers' intervention program in Boone and Callaway counties.

Objective 1: Increase average weekly attendance of court-ordered MEND participants from 50 to 68.

Objective 2: Decrease the time between a defendant's enrollment in MEND and first class session from 72 days to 30 days.

Objective 3: Ensure that 95 percent of defendants who are ordered to MEND are enrolled within 30 days.

## E. Evaluation Procedure

The best determinant of the effectiveness of the program is to consistently monitor how quickly cases are being heard, whether defendants are following the required conditions of probation/release, and, ultimately, that recidivism is reduced. The domestic assault court coordinator tracks the progress of domestic violence cases and maintains records of defendants ordered to attend MEND, their enrollment in the program, and their attendance at the program. The DACC documents cases in which Show Cause hearings are held and the judge's finding of the hearing. The DACC documents all contacts with defendants regarding their progress in MEND, and their compliance with other conditions of probation/release, such as no contact with the victim and no use of alcohol or drugs. Recidivism rates are calculated by using data in the court's JIS system. The DACC will check each defendant's name on Case.Net for new offenses every six months.

Family Counseling Center provides the court with weekly reports showing the attendance of defendants in MEND. These reports are monitored both to document the compliance of the defendants with the court's orders to attend, and to monitor the number of individuals who are actually attending the program. The court will be able to determine its progress by reviewing the weekly attendance reports. In addition, Family Counseling Center evaluates the effectiveness of the MEND program in two ways: 1) Case.Net is checked for criminal recidivism statistics, and 2) Program participants are required to complete an attitude survey before attending the program, and again after completing the program. These surveys measure attitudes about stereotypical sex roles, dominance, and power over women. The results of these surveys show that after completing the program, participants score lower in the dominance and power-over-women scales, and that they believe in more egalitarian sex roles than they did when they entered the program.

## F. <u>Cost Assumption</u>

In the event that STOP funding is no longer available, the 13<sup>th</sup> Circuit will attempt to identify other sources of funding for the program. This may include applying for additional public grants, applying for private grants, applying to Boone County for assistance through the Proposition L Law Enforcement Sales Tax, or a combination of multiple approaches. As with most local governments, the sales tax revenue for Boone and Callaway counties continues to be depressed in the current economy, but it is anticipated that revenue will increase as the economy recovers in the next year or two. Also, even if the funding is no longer available, the domestic violence dockets will continue to operate. However, without the assistance of the DACC and funding to subsidize the MEND programs, the dockets will not have their maximum impact on public safety.

## G. <u>Report of Success</u>

**GOAL 1:** Ensure that defendants who are ordered to attend MEND actually enroll in the program.

**Objective:** Increase the percentage of defendants who are ordered to enroll in MEND who actually enroll to 95%.

 From April to July 2010, 94.5 percent of defendants ordered to enroll in MEND did so.

**GOAL 2:** Ensure that defendants who enroll in MEND complete the program in a timely manner.

**Objective 1:** Decrease the average time from date of order to date of enrollment in the MEND program from 138 to 30 days.

 Since Boone County began employing a domestic assault court coordinator in February 2010, the court has seen the number of days between a defendant being ordered to MEND and actually enrolling drop from 120 days to 17 days.

**Objective 2:** Decrease the average time from date of enrollment to date attending first class from 42 to 30 days.

• Due to increased enrollment and limited class availability, the goal from 2010 became unattainable. With an additional weekly class being added the court believes it can attain the 30 day goal in 2011.

**Objective 3:** Increase the number of defendants graduating from the MEND program in a year from 5 (4 percent of the individuals enrolling in 2009) to 20 (30 percent of the roughly 60 who will be able to attend regularly under current funding for the MEND program).

• As of July 2010, 39 defendants graduated from MEND during 2010. Despite only accounting for 8 months of the year, this is 3.5 times more than the 11 graduates in 2009, the first year that a court-ordered defendant graduated.

## 2850 BOONE COUNTY ADMINISTRATION OF JUSTICE FUND FUND BALANCE HISTORY

Fund Balance as of January 2004	\$27.00
Fund Balance as of January 2005	\$14,927.00
Fund Balance as of January 2006	\$35,183.00
Fund Balance as of January 2007	\$38,706.00
Fund Balance as of January 2008	\$59,486.00
Fund Balance as of January 2009	\$55,270.65
Fund Balance as of January 2010	\$73,932.90
Fund Balance as of May 1, 2010	\$76,426.12
Projected Fund Balance as of January 2011	\$79,000.00

# Summary

## 2850 Boone County Administration of Justice Fund 2011 Budget

Expenditures	2010 Budget	2010 Expenditures Jan-May	2011 Budget Request	% Increase 2010 to 2011 Budget
Supplies	\$600.00	\$104.72	\$600.00	0.00%
Dues, Travel & Training	\$7,500.00	\$484.43	\$7,000.00	-6.67%
Contractual Services	\$5,000.00	\$0.00	\$5,000.00	0.00%
SubTotal (3-8)	\$13,100.00	\$589.15	*\$12,600.00	-3.82%
Fixed Assets	\$2,200.00	\$994.31	\$3,500.00	59.09%
TOTALBUDGET	\$15,300.00	\$1,583,46	\$16,100.00	523%

Revenue \$21,735.00 \$8,918.51 \$20,285.00 -6.67%



	2010 Budget	2010 Revenue Jan-May	2010 Anticipated Revenue	2011 Budget	% Increase 2010 Budget to 2011
03560 Admin. Of Justice Fees	\$2 <u>1,500.00</u>	<u>\$8,4</u> 75.61	\$21,500.00	\$20,000.00	-6.98%

2005	\$20,611.93
2006	\$18,491.43
2007	\$19,665.59
2008	\$21,431.00
2009	\$19,243.00

	2010 Budget	2010 Revenue Jan-May	2010 Anticipated Revenue	2011 Budget	% Increase 2010 Budget to 2011
03711 Interest-Overnight	\$35.00	\$20.01	\$35.00	\$35.00	0.00%

Boone County Treasurer's office estimates that interest rates for the 2011 budget year will be approximately .75% for both long-term and overnight interest.

	2010 Budget	2010 Revenue Jan-May	2010 Anticipated Revenue	2011 Budget	% Increase 2010 Budget to 2011
03712 Interest-Long Term	\$200.00	\$422.89	\$250.00	\$250.00	25.00%

	2010 Budget	2010 Revenue Jan-May	2010 Anticipated Revenue	2011 Budget	% Increase 2010 Budget to 2011
TOTAL REVENUE	\$21,735.00	\$8,918.51	\$21,785.00	\$20,285.00	6.67%

## **Class 2 - Supplies**

	2010 Budget	2010 Expenditures Jan-May	2010 Anticipated Expenditures	2011 Budget	% Increase 2010 Budget to 2011
23000 Office Supplies	\$600.00	\$104.72	\$600.00	\$600.00	0.00%

Includes:

#### Office Supplies for Domestic Assault Court Coordinator

	2010 Budget	2010 Expenditures Jan-May	2010 Anticipated Expenditures	2011 Budget	% Increase 2010 Budget to 2011
Total Class 2	\$600.00	\$104.72	\$600.00	\$600.00	0.00%

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#### Class 3 - Dues, Travel and Training

	2010 Budget	2010 Expenditures	2010 Anticipated	2011 Budget	% Increase 2010
		Jan-May	Expenditures		Budget to 2011
37220 Travel	\$2,000.00	\$106.00	\$2,000.00	\$2,000.00	0.00%

	2010 Budget	2010 Expenditures	2010 Anticipated	2011 Budget	% Increase 2010
		Jan-May	Expenditures		Budget to 2011
37230 Meals & Lodging	\$2,000.00	\$193.43	\$2,000.00	\$2,000.00	0.00%

	2010 Budget	2010 Expenditures Jan-May	2010 Anticipated Expenditures	2011 Budget	% Increase 2010 Budget to 2011
37240 Registration	\$3,500.00	\$185.00	\$3,500.00	\$3,000.00	-14.29%

Jan-May Expenditures	
	Budget to 2011
Total Class 3 \$7,500.00 \$484.43 \$7,500.00 \$7,000	0 - <u>6.67%</u>

Includes:

Travel, meals & lodging, and registration allocation to permit participation in two training seminars for administration and two training seminars for staff. This also includes allocations for the Domestic Assault Court Coordinator.

#### **Class 7 - Contractual Services**

	2010 Budget	2010 Expenditures Jan-May	2010 Anticipated Expenditures	2011 Budget	% Increase 2010 Budget to 2011
71101 Professional Services	\$5,000.00	\$0.00	\$5,000.00	\$5,000.00	0.00%

Includes:

Consulting services for planning of future technology enhancements

	2010 Budget	2010 Expenditures Jan-May	2010 Anticipated Expenditures	2011 Budget	% Increase 2010 Budget to 2011
Total Class 7	\$5,000.00	\$0.00	\$5,000.00	\$5,000.00	0.00%

#### Class 9 - Fixed Assets

	2010 Budget	2010 Expenditures	2010 Anticipated	2011 Budget	% Increase 2010
		Jan - May	Expenditures		Budget to 2011
91301 Computer Hardware	\$2,200.00	\$994.31	\$2,200.00	\$2,500.00	13.64%

The 2010 amount includes a \$1,000 Budget Amendment for an attorney conflict server.

Includes:

Unforeseen technology needs

<u> </u>	2010 Budget	2010 Expenditures	2010 Anticipated	2011 Budget	% Increase 2010
		Jan - May	Expenditures		Budget to 2011
91302 Computer Software	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%

Includes:

Unforeseen technology needs

	2010 Budget	2010 Expenditures	2010 Anticipated	2011 Budget	% Increase 2010
		Jan - May	Expenditures		Budget to 2011
Total Class 9	\$2,200.00	\$994.31	\$2,200.00	\$3,500.00	59.09%

## **OTHER FUNDING SOURCES**

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

Source of Funding	Amount	Description of the Funding	Funding Period	Expenditures Covered by Funding
DSS grant through Family Counseling Ctr.	\$ 10,000	This grant was previously utilized by FCC, it is assumed	July 1, 2010 -	If the grant is available it will be applied to the State/Federal share of MEND.
	\$		June 30, 2011	
Administration of Justice Fund	\$ 1753.60	This fund is established by Missouri statute 488.5025 for	January 1 -	Will cover travel, meals and lodging to the MOPS conference, conference registration fees, and supplies for the DACC
	\$	use by the court in the improvement of case	December 31, 2011	
		processing and the administration of justice.		
	\$			
	\$			

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September 1, 2010 Page 1 of 8

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## **Boone County Purchasing Department Mission Statement:**

To establish formal criteria and purchasing regulations establishing equity and protection of public interest while, at the same time, assuring that regulations are not excessive, conflicting or do not impose undue costs. The development, content, and approval of all purchasing policies, regulations and procedures, as established by this department, shall be common among departments, where possible, and shall be consistent with commonly accepted purchasing principles.

All purchasing shall acquire the benefits of competition to the maximum extent practical, through the use of formal advertising or sealed bids, where applicable, with the intent to encourage submission of bids by any and all qualified suppliers. This department shall establish and maintain ethical and impartial relations with all suppliers to enhance prestige, while achieving the goals and objectives regarding purchasing activities.

www.ShowMeBoone.com Boone County, Missouri. 801 East Walnut Columbia, MO 65201 USA

## Personnel Rules and Administrative Regulations

Number: 500.2	Title: Travel Reimbursement				
Effective Date: 7/1/94	Date Distributed: 6/22/94	Related Personnel Policies: Section E			
Revision Number: 7	<i>Revision Effective Date:</i> 01/15/08	<i>Revision Distributed:</i> 04/02/08			

Issued by the Court Administrator of the Thirteenth Judicial Circuit Court

## 1. Meal and Incidental Expense

Meal expense may be reimbursed when incurred while performing official business of the court (see Section E of the *Personnel Policies and Procedures manual*). An amount for incidental expenses is also allowed. The standard meal and incidental expense allowance reimbursement shall be the allowable rate for that location under the CONUS (Continental United States) per diem rates, as established by the federal government. Neither meal expenses nor the amount for incidental expenses is allowed unless the employee is in a constant state of travel for a period of 12 hours or longer. The amount of reimbursement allowable for meals for the first and last day of travel is 75% of the CONUS rate. The meal allowance rates include amounts for meal tips. The "incidentals" amount is intended for other tips, such as tips to porters, maids, baggage carriers, etc.

The employee's supervisor will make available to the employee the applicable rates for the specific destination. If the travel destination does not have a specific per diem, the standard CONUS rate applies.

Original receipts will be required for all meal reimbursements. When requesting payment for meals, employees should attach to the Claim for Reimbursement form a copy of the printout showing the applicable rate for the specific location. Supervisors will make these printouts available for employees. If reimbursement is to be made for more than one meal in any one day, the total of the individual allowances may be combined for no more than their sum, not to exceed the total meal and incidental expenses per diem rate for the specific location. There is no carry over from one day to another.

Meals that have been included in the pre-paid cost of a conference, meeting, or seminar do not qualify for reimbursement. The CONUS rate allowable for the provided meal(s) will be deducted from the amount of meal reimbursement for that day to establish the maximum amount which can be reimbursed for any remaining meals.

Reasonable and necessary charges to conduct court business shall exclude personal calls, personal items, and personal business on expense accounts. Employees will not be reimbursed for separate charges for alcoholic beverages.

Occasionally, an employee is required to attend a conference, meeting, or seminar that includes a meal, the cost of which was not included in the registration and which exceeds the per diem allowance for the specific location. If the activities during the meal are integral to the official purpose of the meeting, the employee may be reimbursed for the actual cost of the meal, instead of the applicable per diem.

*Example:* An employee attended a conference that included a keynote speaker during lunch. The lunch had to be purchased separately by the employee and all those attending and the purchase price was 15.00 instead of the standard CONUS per diem of 610.00. The employee may be reimbursed for the actual cost of the lunch, provided the employee submits both the receipt for the paid lunch and a copy of the program denoting the activity/program that occurred during lunchtime.

#### 2. Mileage

#### a. Emergency Situations and On-call

Authorized official travel as referenced in Section E.I.B of the *Personnel Policies* and *Procedures* manual shall be interpreted to include miles driven by a circuit court employee who is required to make an emergency trip to his/her office or a related facility or agency. In this emergency situation, the employee shall receive mileage reimbursement for actual miles from his/her home (or location of origin) to the office, agency or facility of destination and back to the location of origin or the home.

### b. Non-emergency Situations and Training Programs

When a benefited employee is required to attend a training session or to report to his/her office for a scheduled meeting or activity after his/her regular work hours, the employee will receive mileage for actual roundtrip miles driven from his/her residence to the training site or meeting site.

When an employee is traveling to an area which would be accessible by a form of public transportation, such as by air, the employee will be reimbursed at the applicable mileage rate or the cost of the public transportation, whichever is less.

### c. Mileage Calculation

Mileage should be within standard limits as shown on the listing following this rule, unless additional local travel is claimed. For mileage to locations not shown on the attached list, the employee shall attach a map showing mileage from an internet source acceptable to the court, such as Expedia.com, Yahoo Maps, Mapquest or Autopilot, etc.

## 3. Travel Advances

The court administrator may grant approval for a cash advance expense allowance for mileage, lodging, meals, etc., if an employee has been granted approval to use his or her personal vehicle for transportation and paying for the cost of fuel, lodging, or meals in advance of reimbursement would present a hardship to the employee.

## 4. Expense Reports

All requests for reimbursement for travel and related expenses are to be submitted on a standard expense form for approval. An employee must accurately complete the Claim for Reimbursement form for each partial or full day of official business, ensuring that the employee does not fail to complete the "Purpose" area of the form.

Requests for reimbursement are due by the tenth day of the month following the month in which expenses were incurred; however, if expenses for a month total less than \$20.00, the request for reimbursement need not be submitted until such time as total expenses reach \$20.00. A request for reimbursement may be filed immediately for major expenses such as training and/or out-of-state travel. If reimbursement for airfare, car rental, room accommodations, or registration fees is applicable, receipts must be attached to the expense voucher. No reimbursements for these expenses will be allowed without proper documentation.

- 5. Purchasing Cards (P-Cards). Boone County has established a policy for issuance and use of purchasing cards by designated county employees. Employees who have been approved by the Court Administrator for issuance and use of a purchasing card must follow the county policies regarding the use of the card. Prohibited use, or misuse of a P-Card can be cause for disciplinary action up to and including termination. Some prohibited uses of a P-Card are:
  - Cash advances or cash refunds.
  - Purchase of personal items.
  - Purchase of travel-related meals (reimbursement should be requested instead).
  - Purchases which include sales tax.
  - Back-ordering (use a Purchase Order when an item is not readily available)
  - Any merchandise, product or service normally considered to be inappropriate use of County funds.
  - Allowing an individual other than the employee to whom the card has been issued to use the card.
  - Split purchases, i.e., making multiple purchases of the same item to avoid appropriate purchasing procedures.
  - Exceeding the employee's P-card limit.
  - Purchases from vendors that create conflicts of interest (vendors in which the employee or a relative of the employee has a financial interest).

Employees should notify their supervisor immediately if a P-Card is lost or stolen.

VAWA CERTIFIED ASSURANCES AND SPECIAL CONDITIONS			
AGENCY NAME:	Boone County (13th Judicial Circuit Court)		
PROJECT TITLE:	Integrated Domestic Violence 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.

#### Data Collection:

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

#### Audit Requirement:

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

#### Generated Income:

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

#### **Timesheets Requirement:**

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

#### Access to Records:

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

#### Equal Employment Opportunity Program:

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

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

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

#### Lobbying:

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

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

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

#### **Discrimination Prohibited:**

The Subgrantee assures that it will comply, and all its subcontractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (c), or the Victims of Crime Act (as applicable) which prohibits discrimination in federally funded programs on the basis of race, color, national origin, religion or sex not only in respect to employment practices but also in the delivery of services or benefits; Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, or nation origin (includes limited English proficiency – LEP) in federally funded programs; Section 504 of the Rehabilitation Act of 1973, as amended which prohibits discrimination 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 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.

#### Renewal:

An award of contract, entered into as a result of this application, shall not bind or purport to bind the Department of Public Safety for any contractual commitment in excess of the original contract period contained in such an award of contract. However, the Department of Public Safety shall have the right, at its sole discretion, to renew any such award of contract on a year-to-year basis. Should the Department of Public Safety exercise its right to renew the contract, the renewal shall be subject to the terms set forth by the Department of Public Safety in the documents developed for such renewal. Failure to comply with such terms set forth by the Department of Public Safety will result in the forfeiture of such a renewal option.

#### Fund Availability:

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

#### Match:

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

#### **Termination of Award:**

The Missouri Department of Public Safety, Office of the Director reserves the right to terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the Subgrantee. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subgrantee under the contract shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri. The Subgrantee shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

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

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

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

Project Director

DATE

## **AUDIT REQUIREMENTS**

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 \$250,000 or more is expended by the applicant agency.
- ⇒ An audit is required for the agency fiscal year, when Federal financial assistance, (which consists of funds received from the Federal Government or federal funds passed through state agencies), of \$500,000 or more is expended by the applicant agency.
- $\Rightarrow$  No audit of any type is required when STATE financial assistance of less than \$250,000 or FEDERAL financial assistance of less than \$500,000 is expended. However, the recipient must maintain detailed records on grant activity required for such grants.

## 

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

1.	Date of last audit:	06/28/10	2. Date(s) covered by last audit: _	1/1/2009-12/31/2009
3.	Last audit performed by:	Rubin Brown LLP		
4.	Date of next audit:	06/30/11	5. Date(s) to be covered by next at	udit:
6.	Next audit will be perform	ned by:	n LLP	
7.	Total amount of funds rec	eived from <u>ALL</u> entiti	es <u>INCLUDING</u> the Department of	f Public Safety
	Federal Amount: \$	2,154,000.00	State Amount: \$	,685,000.00

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

Signed (Authorized Official)

Boone County, Missouri Agency:

Date: 09/09/2010

573-886-4278 Phone:

## REPORT OF EXPENDITURES AND CHECK PAYEE INFORMATION

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

Name and address of the individual who will be responsible for completing the Monthly Report of Expenditures and Request for Reimbursement. (*The Monthly Report of Expenditures and Request for Reimbursement will be mailed to this individual each month.*)

NAME:	Jeremy Cover					
AGENCY:	Boone County (13th Judicial Circuit Court)					
ADDRESS:	705 E. Walnut Street					
	Columbia, MO 65201					
	(Include city, state, and zip)					
TELEPHONE:	_(573_)886-4710	FAX NUMBER: 573-886-4070				

E-MAIL ADDRESS: jeremy.cover@courts.mo.gov

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

**Check Payee Information** - List the name and address of the check payee. Do not include an individual's name, *only the name and address of the agency to which the check must be made payable.* 

AGENCY:

ADDRESS:

(Include city, state, and zip)

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

NAME:				
AGENCY:				
ADDRESS:				
	<u></u>			
	(Include city,	state, and zip)		
TELEPHONE:	(	)	FAX NUMBER:	
E-MAIL ADDR	ESS:			_



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

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

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

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

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Ken Pearson, Presiding Commissioner

Name and Title of Authorized Representativ

Signat

09/01/2010

5 -

Boone County

Name of Organization

801 E. Walnut, Room 245, Columbia, MO 65201

Address of Organization

### Instructions for Certification

1. By signing and submitting this proposal, the prosective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debared, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
#### STOP Certification Consultation with Victim Services by Prosecution, Law Enforcement and Court Based Applicants

l.	Ke	n Pears	on	, certify that the
·		(Ple	ase Print Authorized Official's Name)	
	Boone	County		has complied with the
	(Please	e Print Ag	ency Name)	•

Requirements of the Violence Against Women and Department of Justice Reauthorization Act of 2005 during the course of developing this application for grant funds by consulting with victim service programs to ensure that the proposed services and activities are designed to promote the safety, confidentiality and economic independence of victims of domestic violence, sexual assault, stalking and dating violence.

(mitter

Signature of Authorized Official

09/09/2010

Date



600 E. Walnut Street, Columbia, MO 65201



August 30, 2010

Missouri Department of Public Safety Crime Victims Services Unit PO Box 749 Jefferson City, MO 65102-0749

STOP Review Panel:

This letter is to confirm our ongoing collaboration with the 13<sup>th</sup> Judicial Circuit Court on issues and cases involving domestic violence.

We have a long history of working with the court in the adjudication of domestic violence cases. We meet regularly with court staff to discuss issues generally related to domestic violence, such as appropriate bond amounts, victim services, and sanctions for counseling. This grant application and the court's integrated Domestic Violence docket have also been discussed at those meetings. We support the court's initiative of improving the handling of domestic violence cases by consolidating the cases in to four distinct DV dockets, having them heard by a single judge , and assigning a domestic assault coordinator to improve communication and closely supervise offenders and offender programs. These actions have allowed domestic violence cases to be processed more quickly and efficiently, which aids our department as well as victims of domestic violence.

The Columbia Police Department values its relationship with the 13<sup>th</sup> Judicial Circuit and will continue to work with the c ourt to hold batterers accountable for their criminal behavior and improve public safety.

Respectfully,

Detective Bob Dochler Domestic Violence Unit



August 9, 2010

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

**STOP Review Panel:** 

True North of Columbia, Inc. (formerly known as Comprehensive Human Services- The Shelter), works with survivors of domestic violence in cases before the 13<sup>th</sup> Judicial Circuit Court. We meet regularly with representatives of the court, the prosecutor's office and the defense bar in working with victims of domestic violence and we support the efforts of the court to make the process of prosecuting domestic violence offenders less onerous for our clients. In particular, we believe a Domestic Assault Court Coordinator is a continued need in our area and will further our agency's desire to ensure perpetrator accountability and enhance victim safety protocols.

We also support the court's use of a batterers' intervention program as part of a program of sanctions to hold batterers' accountable for their criminal actions and for changing their behavior and do refer those seeking batterer's intervention services to their MEND program. The STOP grant funding is essential to the continuation and expansion of this program.

If you need additional information or have questions regarding this communication, please contact me at (573) 875-0503.

Sincerely,

Barbara Hodges Executive Director





P.O. Box 1367 Columbia, MO 65205-1367 Office: 573-875-0503 Fax: 573-875-0518 Hotline: 573-875-1370 • 800-548-2480 truenorthofcolumbia.org







BOONE COUNTY SHERIFF'S DEPARTMENT 2121 County Drive, Columbia, MO 65202 Office: 573-875-1111 Fax: 573-874-8953 Dwayne Carey, Sheriff

August 9, 2010

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

**STOP-VAWA Review Panel:** 

I am writing this letter in support of the 13<sup>th</sup> Judicial Circuit Court and its domestic violence program. The court's use of a batterer's intervention program as part of a program of sanctions to hold batterers accountable for their criminal behavior and for changing that behavior is essential to the safety of the citizens of Boone County and specifically victims of domestic violence. Additionally, holding offenders accountable for their actions is vital to the success of the activities of the Domestic Violence Enforcement (DOVE) Unit, of which we are part.

The Sheriff's Department has an excellent working relationship with the court. We have worked very closely with the 13<sup>th</sup> Judicial Circuit Court in the development of the specialized domestic violence docket and have representatives at monthly DOVE meetings with court staff and other agencies where issues related to law enforcement, court procedures, and public safety are discussed. The court's domestic violence coordinator is especially important to this relationship as he is our department's direct link to the court.

The programs currently utilized by the court support law enforcement, hold offenders responsible, and help improve the lives of victims of domestic violence. It is my sincere hope that these programs are continued.

Sincerely, Sheriff Dwayne Carey

Jeremiah W. (Jay) Nixon Governor

George A. Lombardi Director



Ellis McSwain Jr. Chairman

3400 Knipp Dr. Jefferson City, MO 65109 Telephone: 573-751-8488 Fax: 573-751-8501

#### State of Missouri DEPARTMENT OF CORRECTIONS Board of Probation and Parole Ad Excelleum Conamur – "We Strive Towards Excellence"

August 18, 2010

Missouri Department of Public Safety Crime Victims Services Unit STOP-VAWA Review Panel P.O. Box 749 Jefferson City, MO 65102

Dear STOP-VAWA Review Panel,

It is with pleasure I submit this letter of support for the 13<sup>th</sup> Judicial Circuit Court's application for the STOP Women Against Violence grant through the Department of Public Safety.

The Department of Corrections recognizes the seriousness of violence against women specifically being a victim of such as it relates to the pathway of crime. These funds will assist in providing an effective education and intervention to those who are under supervision for domestic violence type cases.

The Division of Probation and Parole has a strong partnership with the 13<sup>th</sup> Judicial Circuit Court. We will fully support their intended use of the funds should they be awarded this opportunity.

Should you have any questions, please don't hesitate to contact my office at 573-884-7016

Sincerely,

Dana Thompson, District Administrator Division of Probation and Parole 1512 Heriford, Suite A Columbia, MO 65201



Boonville Outpatient Clinic Bonnie Riley & Associates 413 E. Spring Street Boonville, MO 65233 (660) 882-6400

Cedar Ridge Treatment Center 1091 Midway Drive Linn Creek, MO 65052 (573) 346-6758

Columbia Outpatient Clinic 117 N. Garth Columbia, MO 65203 (573) 449-2581

Daybreak Treatment Center 303 N. 10th Street Columbia, MO 65201 (573) 875-8088

Fayette Outpatient Clinic 600 W. Morrison, Suite 16 Fayette, MO 65248 (660) 248-3313

Fulton Outpatient Clinic 2625 Fairway Drive, Suite E Fulton, MO 65251 (573) 642-3239

Jefferson City Outpatient Clinic 204 Metro, Suite B Jefferson City, MO 65109 (573) 634-4591

> McCambridge Center 201 N. Garth Avenue Columbia, MO 65203 (573) 449-3953

Prevention Resource Center Division of Alcohol & Drug Abuse Funded Regional Support Center 117 N. Garth Columbia, MO. 65203 (573) 442-2591

BOARD OF DIRECTORS Denise Boyd Jen Bradley Virna Camacho-Vice President Erick Creach Kurt DeBord Sonja Derboven John Gamble-CPA-President John Keller-Past President Barbara King Wiley Miller Erik Morse Ellie Saitta-Secretary David Townsend-Treasurer Annelle Whitt



City of Columbia

August 31, 2010

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

Dear STOP Review Panel:

The purpose of this letter is to re-affirm Family Counseling Center of Missouri, Inc's support for 13<sup>th</sup> Judicial Circuit Court's efforts to provide treatment services to batterers under the STOP grant program.

Family Counseling Center has been the provider of services under the existing STOP grant since its inception early in 2009; this has allowed a significant expansion of services beyond those funded by the Missouri Department of Social Services. Our program has been successful in sharply decreasing recidivism among the men who complete our 27-week program, resulting in a significant decrease in domestic violence in the lives of former victims as well as other women who may become involved in relationships with our clients.

The primary problem with the program is that referrals from the Court system exceed the program's capacity. This reflects the strong relationships among the 13<sup>th</sup> Circuit judges, prosecutors, ourselves, and the broader community in promoting the viewpoint that domestic violence is unacceptable and is treatable. But it also points out the need for increased funding in Columbia and Boone County, as well as the desirability of expanding the program into the Circuit's other county, Callaway, which also has a significant domestic violence problem.

Family Counseling Center will continue to contribute to the required local match by collecting copayments from clients and deducting those copayments from the amount that will be provided to Family Counseling Center by the 13<sup>th</sup> Judicial Circuit.

We look forward to continuing our strong working relationship with the 13<sup>th</sup> Judicial Circuit.

Sincerely,

Alle Tacker

Allen Tacker Executive Director

Administrative Offices \* 117 N. Garth, Columbia, MO 65203 \* (573) 443-2204 \* www.fccmo.org

442 <sup>-2010</sup>

STATE OF MISSOURI	<b>]</b> ea	1	September Session of the July Adjourned				
County of Boone	5	•					
In the County Commissio	on of said	d county, on the	9 <sup>th</sup>	day of	September	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 following budget revision to cover the expense of adding computer hardware and software in the new Sheriff's Annex:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2901	92400	Sheriff Op – LE sales tax	Repl. vehicles	2,549.00	
2901	91301	Sheriff Op – LE sales tax	Computer Hardware		560.00
2901	91302	Sheriff Op – LE sales tax	Computer Software		1,989.00

Done this 9<sup>th</sup> day of September, 2010.

ATTEST: ven 15 M Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

aren B Miller

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

## REQUEST FOR BUDGET REVISION **BOONE COUNTY, MISSOURI**

### 9-2-2010 EFFECTIVE DATE

### FOR AUDITORS USE

				(Use whole \$ amounts)								
											Transfer From	Transfer To
De	epar	tme	ent		Ac	col	unt		Department Name	Account Name	Decrease	Increase
2	9	0	1	9	2	4	0	0	LE sales tax	Repl vehicles	2549	
2	9	0	1	9	1	3	0	1	LE sales tax	Comp. Hardware		560
2	9	0	1	9	1	3	0	2	LE sales tax	Comp. software		1989
								-				

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): This BR is requested to transfer savings out of replacement vehicles (\$7252.52 available) to cover the expense of adding computer hardware and software in the new Sheriff's Annex (\$2548.44 needed) to allow more employees to have work areas. We are using trickle down PC's given to us by the I.T. Department that don't have all the monitors and software that we need to function properly.

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? XES NO If not, please explain (use an attachment if necessary):

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

A schedule of previously processed Budget Revisions/Amendments is attached. agenda Unencumbered funds are available for this budget revision. Comments:

Auditor's Office

SIDING COMMISSIONER

DISTRICT I COMMISSIONER

COMMISSIONER DISTR

Revised 04/02

From:	Aron Gish
То:	Chad Martin
Date:	8/27/2010 12:56 PM
Subject:	Re: Need for PC's for new building

Move forward with 4. Is this something you want to do in 2010 or 2011? FY2010 would need to be a budget revision from your accounts. FY2011, I would add it as a supplemental request.

>>>

rom: Chad Martin
o:Aron Gish
ate: 8/27/2010 11:23 AM
ubject: Re: Need for PC's for new building
<b>ubject:</b> Re: Need for PC's for new building then will I know how many to budget for? $\chi 4 = 32,548,44$
>> Aron Gish 8/27/2010 11:11 AM >>> stimated cost per PC placement \$637.11 $\chi 4 = $560 (2901/91301)$
stimated cost per PC placement \$637.11 $\gamma$ $\chi 4 = 3560$ $(370)$ $\pi 300$
onitor - \$140.00 each
Soffice - \$40.00 each $\chi 4 = $ 1988.44 (2901/91302)$
ntivirus - \$36.30 each

This assumes the users are not new, and they will be using their current network user names to sign in.

>>>

From: Chad Martin To:Aron Gish Date: 8/24/2010 2:41 PM Subject: Need for PC's for new building Aron,

We are adding offices to the new building and moving some employees out there. With the added space we will be able to group work units back together (where right now we can't because of the limited space in the drug unit office). With this move we have a need for some additional PC's if you have any. Some that might be trickled down in the budget cycle would be sufficient. We could use at least 3.

Thanks, Chad

	0/03/10 15:32:54 <b>214,200.00</b>
Year <u>2010</u> Dept <u>2901</u> <u>SHERIFF OPERATIONS-LE SALES TX</u> Revisions	214,200.00
Acct 92400 REPLCMENT AUTO/TRUCKS Original + Revisions	214,200.00
Fund290LAW ENFORCEMENT SERVICES FUNDExpenditures	206,947.48
Class/AccountAACCOUNTEncumbrancesAccount TypeEEXPENSEActual To DateRemaining Balance	206,947.48
Normal Balance D DEBIT Shadow Balance	7,252.52

### Expenditures by Period

January		July	
February		August	
March		September	
April	47,725.48	Öctober	
May	113,730.00	November	
June	45,492.00	December	
-			

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions

#### FY 2010 Budget Amendments/Revisions Sheriff Operations - Law Enforcement Sales Tax (2901)

Index #	Date Recd	Dept	Account	Dept Name	Account Name	_\$Increase	\$Decrease	Reason/Justification	Comments
I	3/9/2010	2901	71526 71100	Sheriff Operation-LE Sales Tax Sheriff Operation-LE Sales Tax	Disposal Services Outside Services	540	540	to distiguish disposal services from outside services	
2	3/10/2010	2901	91300 92300	Sheriff Operation-LE Sales Tax Sheriff Operation-LE Sales Tax	Machine & Equipment Replacement Machine & Equipment	6,093	6,093	reallocate savings from radios/92300 to purchase equipment for new vehicles	
3	8/24/2010	2900 2901	86800 60050	LE Sales Tax LE Sales Tax-Sheriff Operations	Emergency Equipment Service Contract	3,804	3,804	MDT Hardware monthly maintenance moved to 2901 from 1170	
4	8/24/2010	2901	92300 91301 91302	Sheriff Operation-LE Sales Tax	Replacement Machinery & Equipment Computer Hardware Computer Software	1,000 175	1,175	purchase 4 spare MDT and Adobe software with savings on radio purcha	ses
5	9/3/2010	2901	92400 91301 91302	LE Sales Tax - Sheriff Operation	Replacement Vehicles Computer Hardware Computer Software	560 1,989	2,549	transfer savings from Replacement Vehicles to Computer hardware/softw for Sheriff's Annex	are

443 -2010

STATE OF MISSOURI	<b>]</b> ea.	September Session of the July Adjourned					10
County of Boone	<b>J</b>						
In the County Commissio	n of said county,	on the	9 <sup>th</sup>	day of	September	20	10
4 CH 1 4							

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

Now on this day the County Commission of the County of Boone does hereby approve the Right of Way Agreement Transmittal Forms for the Rolling Hills Road Improvement project (07-551) and authorize the Presiding Commissioner to sign the Easement Acquisition Agreement for this project.

Done this 9<sup>th</sup> day of September, 2010.

ATTEST: ents Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

443-2010

#### EASEMENT ACQUISITION AGREEMENT

THIS AGREEMENT, made by and between, PDIL, L.L.C. herein the "OWNERS" and The County of Boone, a political subdivision of the State of Missouri, herein the "COUNTY", pertains to the acquisition of a permanent slope and stream bank stabilization easement in connection with the Boone County roadway improvement and/or repair project, herein the "PROJECT", known and described as:

#### Rolling Hills Road Improvement Project (07-551)

**IN CONSIDERATION OF** the performance of the obligations contained within this agreement the parties agree to the following:

1. In exchange for the benefits to be derived by the Owners from the Project described above, the Owners agree to sign and deliver the listed easement documents to the County's authorized representative(s) at the time this agreement is signed or as mutually agreed upon by the Owners and the County, but no later than 30 days from the date this agreement has been fully executed by both parties. The easements contain the legal descriptions of the land needed as right-of-way and/or permanent easement(s) for completion of the Project referred to above, said land referred to herein as the "Right-of-Way Area".

Documents to be Signed Permanent Roadway and Utility Easement Permanent Drainage Easement Permanent Utility Easement Temporary Construction Easement

- 2. In exchange for the Owners signing and delivering the attached easement(s) to the County's authorized representative(s), the County agrees to begin and complete the Project in accordance with the plans and schedule established by the County subject to acquisition of all right-of-way needed for completion of the Project and funds being appropriated for its completion.
- 3. The County shall return the existing driveway and/or property entrance surfaces of the Owners to a condition similar to that in existence prior to construction of the Project. Existing culvert(s) shall be extended or replaced at County's expense as the Public Works Department determines necessary. Temporary all-weather access shall be provided to all homes and businesses adjacent to a road improvement project as necessary under the circumstances. The County does not assume or accept responsibility for future maintenance, repair or replacement of culvert or driveways or driveway ditches installed by the County, the County's contractor or sub-contractors.
- 4. Areas located within temporary or permanent right-of-way and associated easements will be seeded and mulched at county expense.
- 5. The County agrees to compensate the Owners in the amount of Four thousand two hundred sixty dollars (\$4,260) (Permanent Roadway and Utility Easement -\$1,425, Permanent Drainage Easement -\$150, Permanent Utility Easement \$300, Temporary Construction Easement \$2,385). Owner agrees to provide tax identification number to County pursuant to requirements of IRS regulation 1.6045-4.
- 6. This written agreement is the entire and only agreement between the Owners and the County for acquisition of the right-of-way described in the attached easement for the Project referred to above and shall be binding upon the Owners and the County and their respective heirs, personal representatives, successors and assigns. This acquisition is made under threat of condemnation.

U WINDING. I DID, L.D.C.

ANDERSON By: MANAGING MEMBER Date: (Please print name/title)

UNLES THE COUNTL OF DEVIL, A political subdivision of the State of Missouri

Kenheth M. Pearson, Presiding Commissioner

 $\hat{}$ 

Date:

**ATTEST:** Wendy S. Noren, Chunty Clerk

**APPROVED BY PUBLIC WORKS:** 

Derin Campbell Interim Director, Public Works

**APPROVED AS TO LEGAL FORM:** ause CJ Dykhouse. County Counselor

### **AUDITOR CERTIFICATION:**

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

From:	CJ Dykhouse
То:	Johnson, Kristina
Date:	9/14/2010 3:43 PM
Subject:	Thursday Commission Agenda

CC: Pearson, Ken; Sprague, Deborah

Kristina,

Good afternoon. Thanks for the help with that Commission Order issue.

I would like to request, per Commissioner Pearson's direction, that two items be added to Thursday's Commission Agenda:

1. First reading of Memorandum of Understanding between Boone County and Laborers' Local 773.

2. First reading of Seventh Agreement for Extension of MOU.

I'll be sending you over some items via interoffice with routing sheets and such. Please let me know if you have any questions or concerns. Thanks, Kristina!

CJ

CJ Dykhouse County Counselor Boone County, Missouri 601 E. Walnut, Ste. 207 Columbia, Missouri 65201 573-886-4414

PRIVILEGED AND CONFIDENTIAL

This e-mail contains CONFIDENTIAL INFORMATION which may also be LEGALLY PRIVILEGED and which is intended only for the use of the individual or entity named above. If the reader of this e-mail is not the intended recipient or the employee or agent responsible for delivering it to the intended recipient, you are hereby on notice that you are in possession of confidential and privileged information. Any dissemination, distribution or copying of this e-mail is strictly prohibited and may be unlawful.

From:	"Kristine Vellema" <knvellem@gocolumbiamo.com></knvellem@gocolumbiamo.com>
To:	"Kristina Johnson" <kmjohnson@boonecountymo.org></kmjohnson@boonecountymo.org>
Date:	9/13/2010 4:45 PM
Subject:	Re: commission order from 9/9/2010

Kristina:

How does Tuesday, September 28 at 9:30 look for another hearing?

>>> "Kristina Johnson" <KMJohnson@boonecountymo.org> 9/10/2010 2:15 PM
>>>
Looks good, I will add you to the agenda.

Deputy County Clerk Boone County County Clerks Office 801 E. Walnut, Rm 236 Columbia, MO 65201 KmJohnson@boonecountymo.org 573.886.4297

>>> "Kristine Vellema" <KNVELLEM@GoColumbiaMO.com> 9/10/2010 2:14 PM >>> Thanks, Kristina. How does Thursday, 9/23/10 at 1:30 look for a hearing?

>>> "Kristina Johnson" <KMJohnson@boonecountymo.org> 9/10/2010 12:40
PM
>>>
Hi Kris,

the order and supporting documentation begin on pg 2 of this document.

Please let me know if you need anything else.

Kristina

Deputy County Clerk Boone County County Clerks Office 801 E. Walnut, Rm 236 Columbia, MO 65201 KmJohnson@boonecountymo.org 573.886.4297

444 -2010

STATE OF MISSOURI	September Session of the July Adjourned ea.			Term. 20	10
County of Boone					
In the County Commission	of said county, on the	9 <sup>th</sup>	day of September	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 appointment of Celeste Kay Spickert to the Building Code Board of Appeals effective 9/9/2010 and ending 12/31/2012.

Done this 9<sup>th</sup> day of September, 2010.

ATTEST: openes Wendy S. Noren

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Clerk of the County Commission

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Kenheth M. Pearson Presiding Commissioner

hello) aren

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

Ken Pearson, Presiding Commissioner Karen, M. Miller, District | Commissioner Skip Elkin, District || Commissioner 231



Boone County Government Center 801 E. Walnut, Room 245 Columbia, MO 65201 573-886-4305 • FAX 573-886-4311 E-mail: commission@boonecountymo.org

0/22/10

**Boone County Commission** 

### BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

		<b>.</b>		0/20/10
Board or Comr	mission: Building Code Board	of Appeals		Term: <u>3/1/2010</u>
Current Towns	hip: Centralia		Todays's Date:	3/1/2010
Name: Cele	ste Kay Spickert			
Home Address	20301 North Drew		Zip Code:	65240
Business Addr	ess: 1901 Pennsylvania Drive		Zip Code:	65202
Home Phone: Fax:	573-268-5694 573-814-1128	Work Phone: _ E-mail:	573-814-1568 cspickert@thhinc.com	)
Qualifications:	Licenenced structural engineer with 7 years experi Work closely with architects, civil engineers, MEP 5 years experience working on projects in Boone C Knowledge of the 2003/06 International Building C	engineers, and contracto		
Past Communi	ity Service:	<u>_</u>		
References:	Thomas A. Trabue, P. E. Trabue, Hansen A. Hinshaw, Inc. (573) 814-1588 Employer Erik Niler, J.A., CDT Peckham A. Wijolin Architects, Inc. (573) 449-3663 Auraheci		0ť-	
	Mali Vander Tuğı, P.E. Trabue, Hansen & Hinshaw, Inc. (573) 814-1568			

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

Return Application To: Boone County Commission Office Boone County Government Center 801 East Walnut, Room 245 Columbia, MO 65201 Fax: 573-886-4311

15 -2010

STATE OF MISSOURI	September Se	ession of the July Adjourned			Term. 20	10
County of Boone						
In the County Commission of said county	y, on the	$9^{\text{th}}$	day of	September	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 organizational use of the Boone County Courtyard by Columbia Public Schools Foundation on Tuesday September 14<sup>th</sup>, from 10:00 am until 11:30 am for a press conference.

Done this 9<sup>th</sup> day of September, 2010.

ATTEST: News Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner



Boone County Government Center 801 E. Walnut, Room 245 Columbia, MO 65201 573-886-4305 • FAX 573-886-4311 E-mail: commission@boonecountymo.org

# **Boone County Commission**

#### APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Roger B Wilson Government Center or Centralia Satellite Office as follows:

Description of Use: Press conference for Columbia Public Schools Foundation Date(s) of Use: Tuesday, September 14 Time of Use: From: 10:00 a.m. a.m./p.m. thru 11:30 a.m. a.m./p.m. Facility requested: Courthouse Grounds - Courtyard Squared - Chambers - Rm220 - Rm208 - Rm139 Centralia Office The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved: 1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms. 2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use. 3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms. 4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions. 5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application. 6. Organizations and user groups must provide any and all equipment needed for their event or presentation (i.e.; TV, projector, microphones, etc.) 7. Boone County reserves the right to cancel or alter your meeting schedule due to an emergency or any conflicts in scheduling for governmental use. If this should occur we would make every effort to contact you in ample time. Name of Organization/Person: Columbia Public Schools Foundation Organization Representative/Title: Sean Spence, Volum TECA Address/Phone Number: 604 West Boulevard, South, Columbia, MO 65205 Date of Application: 9-08-10 PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI	f
Kuntaken	1
County Commissioner	

County Clerk

DATE:\_\_\_\_\_