

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 25th day of January 20 11

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

Now on this day the County Commission of the County of Boone does hereby call for an election to be held in said County on Tuesday, the 5th day of April, 2011, for the purpose of electing one (1) member of the County Hospital Board of Trustees who shall serve for a term of 5 years.

Said Commission hereby adopts the following Notice of Election and Sample Ballot for said election:

STATE OF MISSOURI
COUNTY OF BOONE

Notice is hereby given to the qualified electors of the County of Boone, Missouri, that the County Commission of said County has called for an election to be held on Tuesday, the 5th day of April, 2011, from and between the hours of six o'clock a.m. and seven o'clock p.m. on said day for the purpose of electing one (1) member of the County Hospital Board of Trustees for a term of 5 years.

The ballot at said election shall be in substantially the following form:

OFFICIAL BALLOT
COUNTY OF BOONE, MISSOURI
Tuesday, April 5, 2011

FOR HOSPITAL TRUSTEE:
(VOTE FOR 1) (5 YEAR TERM)

JAN BECKETT

H. JERRY MURRELL

The Commission further orders the election to be conducted by the Clerk of said County pursuant to the provisions of Chapter 115 RSMo.

25 - 2011

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

Term. 20 11

In the County Commission of said county, on the
the following, among other proceedings, were had, viz:

25 day of January 20 11

Done this 25th day of January, 2011.

ATTEST:

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

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

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STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 25th day of January 20 11

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

Now on this day the County Commission of the County of Boone does hereby accept the attached certification by the Boone County Clerk regarding the election of the Hospital Trustee of Boone County to a one year unexpired term. Pursuant to the provisions of 115.124.1 RSMo., no election shall be held for such office and the candidate, Robert "Bob" Wagner, shall assume the duties of his office at the same time and in the same manner as if he had been elected at the April 5, 2011 election. It is further ordered the Presiding Commissioner is hereby authorized to sign the commission for Robert "Bob" Wagner to serve as a Hospital Trustee for a one year unexpired term.

Done this 25th day of January, 2011.

ATTEST:

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


Edward H. Robb
Edward H. Robb
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

I, Wendy S. Noren county clerk and election authority in and for the County of Boone hereby certify that at the close of filing for Hospital Trustee of Boone County, one year unexpired term, at 5:00 p.m. on January 18, 2011 the number of candidates filed for the position equals the number of positions to be elected. I further certify that the notice provided for in subsection 5 of section 115.127 has been published in at least one newspaper of general circulation in the district. Pursuant to the provisions of 115.124.1 RSMo. no election shall be held for such office and the candidate, Robert "Bob" Wagner, shall assume the duties of his office at the same time and in the same manner as if he had been elected at the April 5, 2011 election.

Given under my hand and seal this 25th day of January, 2011.



Wendy S. Noren
Boone County Clerk

(seal)

STATE OF MISSOURI }
County of Boone } ss.

Boone Hospital Center Trustee
~~3~~ year term
1 RW

To Wendy S. Noren, Boone County Clerk

Date DEC 14, 2010

I, ROBERT JAMES WAGNER a resident and registered voter of the County of Boone and the state of Missouri, residing at 1907 KINGSBRIDGE DR, COLUMBIA, MO

do announce myself a candidate for the office of Hospital Trustee to be voted for at the municipal election to be held on the 5th day of April, 2011, and I further declare that if elected to such office I will qualify.

Robert J. Wagner
Signature of Candidate

NOTICE	
Type or print your name exactly as you desire it printed on the ballot.	
Name	<u>ROBERT "BOB" WAGNER</u>
Address	<u>1907 KINGSBRIDGE DR.</u>
Mailing Address (if different)	<u>COLUMBIA, MO 65203</u>
Telephone # (optional)	_____

Random #: 82

AFFIDAVIT

STATE OF MISSOURI }
County of Boone } ss.

I hereby swear (or affirm) that the information contained in the foregoing declaration of candidacy is, to the best of my knowledge, true.

Robert J. Wagner
Signature of Candidate

Subscribed and sworn to before me this 14th day of December, 2010.

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CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 25th day of January 20 11

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

Now on this day the County Commission of the County of Boone does hereby accept the attached certification by the Boone County Clerk regarding the election of Commissioner of the Centralia Special Road District. Pursuant to the provisions of 115.124.1 RSMo., no election shall be held for such office and the candidate, Gary Paul Riedel, shall assume the duties of his office at the same time and in the same manner as if he had been elected at the April 5, 2011 election. It is further ordered the Presiding Commissioner is hereby authorized to sign the commission for Gary Paul Riedel to serve as Commissioner of Centralia Special Road District for a three year term.

Done this 25th day of January, 2011.

ATTEST:

Wendy S. Noren 15
Wendy S. Noren
Clerk of the County Commission

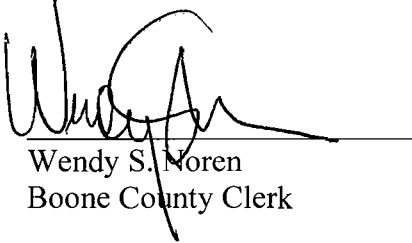
Edward H. Robb
Edward H. Robb
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

I, Wendy S. Noren county clerk and election authority in and for the County of Boone hereby certify that at the close of filing for Commissioner of Centralia Special Road District of Boone County at 5:00 p.m. on January 18, 2011 the number of candidates filed for the position equals the number of positions to be elected. I further certify that the notice provided for in subsection 5 of section 115.127 has been published in at least one newspaper of general circulation in the district. Pursuant to the provisions of 115.124.1 RSMo., no election shall be held for such office and the candidate, Gary Paul Riedel, shall assume the duties of his office at the same time and in the same manner as if he had been elected at the April 5, 2011 election.

Given under my hand and seal this 25th day of January, 2011.



Wendy S. Noren
Boone County Clerk

(seal)

DECLARATION OF CANDIDATE FOR ELECTION

Section 115.349, RSMo 1994 (1999 Supp)

STATE OF MISSOURI }
County of Boone } ss.
To Wendy S. Noren, Boone County Clerk

Centralia Special Road District Commissioner

Date 1-18-2011

I, Gary Paul Riedel a resident and registered voter of the County of Boone and the state of Missouri and the Centralia Special Road District, residing at 14251 E. Pingleton Rd, Centralia, MO 65240

do announce myself a candidate for the office of Centralia Special Road District Commissioner to be voted for at the municipal election to be held on the 5th day of April, 2011, and I further declare that if elected to such office I will qualify.

Gary Paul Riedel
Signature of Candidate

NOTICE	
Type or print your name exactly as you desire it printed on the ballot.	
Name	<u>Gary Paul Riedel</u>
Address	<u>14251 E Pingleton Rd</u>
Mailing Address (if different)	<u>Centralia, MO 65240</u>
Telephone # (optional)	<u>573/682-5367</u>

Random #: _____

AFFIDAVIT

STATE OF MISSOURI }
County of Boone } ss.

I hereby swear (or affirm) that the information contained in the foregoing declaration of candidacy is, to the best of my knowledge, true.

Gary Paul Riedel
Signature of Candidate

Subscribed and sworn to before me this 18 day of January, 2011.

Signature of election official or other officer authorized to administer oaths

Date Filed: 1/18/11

Time Filed: 9:37

Deputy Initials: ICE

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CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 25th day of January 20 11

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

Now on this day the County Commission of the County of Boone does hereby award bid 59-18Nov10 Pre-Numbered & Labeled File Folders, to Office Essentials. It is further ordered the Presiding Commissioner is hereby authorized to sign said Term and Supply contract.

Done this 25th day of January, 2011.

ATTEST:

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

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Boone County Purchasing

Tyson Boldan
Buyer



601 E. Walnut, Room 209
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Tyson Boldan
DATE: January 3, 2011
RE: 59-18NOV10 – Pre-Numbered & Labeled File Folders Term and Supply

The Bid for Pre-Numbered & Labeled File Folders s Term and Supply closed on November 18, 2010. Eleven bids were received. Purchasing and the Circuit Clerk recommend award to Office Essentials for offering the lowest and best bid.

This is a term and supply contract and invoices will be paid from department 1221 – Circuit Clerk and account 23000 – Office Supplies. \$4,500.15 is budgeted for service in 2011.

Attached is a copy of the bid tabulation for your review.

ATT Bid Tab

cc: Rosa Dietiker
Bid File

Boone County Purchasing

Tyson Boldan,
Buyer



601 E. Walnut, Rm. 209
Columbia, MO 65201
(573) 886-4392
(573) 886-4390

TO: Rosa Dietiker
Courts

FROM: Tyson Boldan,
Buyer

DATE: December 3, 2010

RE: Bid Award Recommendation 59-18NOV10 – Pre-Numbered & Labeled File
Folders

Attached is the bid tabulation for the bid responses received for the above referenced bid. Please return this cover sheet with your recommendation by **fax to 886-4390** after you have completed the evaluation of this bid. If you have any questions, please call or e-mail me.

DEPARTMENT REPLY:

Please complete the following:

Department Number: 1224

Account Number: 23000

Budgeted: \$ 4500.15

Award Bid by low bid to Office Essentials. *as per second example provided.*

Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).

Recommend rejecting bid for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature: Omasty Blane Date: 12/2/10

**PURCHASE AGREEMENT
FOR
Pre-Numbered & Labeled File Folders - TERM AND SUPPLY**

THIS AGREEMENT dated the 25 day of January, 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Office Essentials**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Pre-Numbered & Labeled File Folders Term and Supply**, County of Boone Request for Bid **59-18NOV10**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated **November 16, 2010** and executed by **Bill Kealey** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Attachments A through C, and the Standard Terms and Conditions, shall prevail and control over the Contractor's bid response.

2. Contract Duration - The contract period shall be **January 1, 2011 through December 31, 2011**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one-year** periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase/Service - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **Pre-Numbered & Labeled File Folders**. All products under this contract shall be in conformity with the bid specifications and contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to deliver FOB at the County's discretion as soon as practicable after orders are received to the designated location in conformity with the contract documents for the specific items bid and awarded to Contractor. Any items not conforming to bid specifications may be rejected by County, whether at the time of delivery or at any time prior to use, and returned to Contractor at Contractor's expense.

5. Billing and Payment - All billing shall be invoiced to the Boone County Courts Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days after receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

8. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

OFFICE ESSENTIALS INC.

by Conny Alawati

title Pricing Manager

address _____

APPROVED AS TO FORM:

[Signature]
County Counselor

BOONE COUNTY, MISSOURI

by: Boone County Commission

[Signature]
Ed Robb, Presiding Commissioner

ATTEST:

[Signature]
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

1221/23000 Term/Supply

Signature

Date

Appropriation Account

4. Response Form

- 4.1. Company Name: OFFICE ESSENTIALS INC.
- 4.2. Address: 1834 WALTON RD. ST LOUIS MO 63114
- 4.3. City/Zip: 314-432-4666
- 4.4. Phone Number: 314-432-4691
- 4.5. Fax Number: BKealey@OFFESS.COM
- 4.6. E-Mail Address: _____
- 4.7. Federal Tax ID: _____
- 4.7.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.8.	PRICING-FOLDERS	EST. QTY	PRICE/100 FOLDERS	EXTENDED TOTAL
4.8.1.	SMEAD 2BET2-150LBE 1&3 (BLUE)	9600	\$ 20 ⁴³	\$ 1961 ²⁸
4.8.2.	SMEAD 2BET2-150LGN 1&3 (GREEN)	3600	\$ 20 ⁴³	\$ 735 ⁴⁸
4.8.3.	SMEAD 2BET2-150L 1&3 (MANILA)	8400	\$ 12 ⁴⁷	\$ 1,047 ⁴⁸
4.8.4.	SMEAD 2BET2-150LR 1&3 (RED)	2000	\$ 20 ⁴³	\$ 408 ⁶⁰
4.8.5.	SMEAD 2BET2-150LY 1&3 (YELLOW)	1700	\$ 20 ⁴³	\$ 347 ³¹
4.8.6.	EXTENDED TOTAL (4.8.1. thru 4.8.5.)	25300		\$ 4500 ¹⁵
4.8.7.	COPY OF SOFTWARE USED TO PRINT LABELS			\$ _____

— SEE BELOW

4.9. Maximum % Increase 3 % 1st Renewal 3 % 2nd Renewal

4.10. DESCRIBE ANY DEVIATION(S) Three Softwares Available from SMEAD
1/3 cut label (3.5" label) for INKJET or Laser SMD 64420 \$ 17⁶⁶ per pack
Strip label (7.5" label) for INKJET SMD 66000 \$ 115⁴⁰ CA
Strip label (7.5" label) for Laser SMD 66083 \$ 92²² CA

4.11. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

4.11.1. Authorized Representative (Sign By Hand): Bill Kealey

4.11.2. Type or Print Signed Name: BILL KEALEY

4.11.3. Today's Date: 11/16/10

4.12. Delivery Days ARO: 5 BUSINESS DAYS



Request for Bid (RFB)

Boone County Purchasing

601 E. Walnut, Room 208

Columbia, MO 65201

Melinda Bobbitt, CPPB, Director

Phone: (573) 886-4391 – Fax: (573) 886-4390

Email: mbobbitt@boonecountymo.org

ADDENDUM #1 - Issued November 4, 2010
Request for Bid #: 59-18NOV10 – Pre-Numbered & Labeled File Folders

This addendum is issued in accordance with the Request for Bid specifications and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

The County received the following question and has provided the following answer:

1. Will the County be placing multiple orders and shipments throughout the year, or a scheduled number of shipments (say quarterly), or one shipment?

Response: There is one initial large shipment. However, if we run out we may need to order additional shipments towards the end of the year.

By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # 59-18NOV10 – Pre-Numbered & Labeled File Folders, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

E-mail address: _____



Request for Bid (RFB)

Boone County Purchasing

601 E. Walnut, Room 209

Columbia, MO 65201

Tyson Boldan, Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: tboldan@boonecountymo.org

ADDENDUM #2 - Issued November 18, 2010

Request for Bid #: 59-18NOV10 – Pre-Numbered & Labeled File Folders

This addendum is issued in accordance with the Request for Bid specifications and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

1. Replace section 2.1.1 of the bid with the following:

2.1.1. **Quantity** – The following table indicates the approximate quantity to be ordered for the year 2011 & 2012. Amounts may vary at time of order. The quantities indicated below are estimates only and are based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County. The County reserves the right to increase or decrease the quantities outlined as needed at time of order. The bidders must provide a price per 100 folders to allow for quantity adjustments during each potential renewal period.

Qty	Description	Label Description
350 0	Smead 2BET2-150 LBE 1&3 UPC #25040 or equivalent	11BA-CV03501 through 08BA-CV07000
350 0	Smead 2BET2-150 LBE 1&3 UPC #25040 or equivalent	12BA-CV00001 through 12BA-CV03500
200 0	Smead 2BET2-150LGN 1&3 UPC #25140 or equivalent	11BA-FC01001 through 08BA-FC03001
100 0	Smead 2BET2-150LGN 1&3 UPC #25140 or equivalent	12BA-FC00001 through 12BA-FC01001
350 0	Smead 2BET2-150L 1&3 UPC #34115 or equivalent	11BA-CR03501 through 08BA-CR07001
350 0	Smead 2BET2-150L 1&3 UPC #34115 or equivalent	12BA-CR00001 through 09BA-CR03500
300	Smead 2BET2-150L 1&3 UPC #34115 or equivalent	11B7-PR00101 through 11B7-PR00401*
100	Smead 2BET2-150L 1&3 UPC #34115 or equivalent	12B7-PR00001 through 12B7-PR00101*
500	Smead 2BET2-150LR 1&3 UPC #25740 or equivalent	12B7-MH00001 through 12B7-MH00501*
150 0	Smead 2BET2-150LY 1&3 UPC #25940 or equivalent	11BA-MC01001 through 11BA-MC02501
100 0	Smead 2BET2-150LY 1&3 UPC #25940 or equivalent	12BA-MC00001 through 12BA-MC01000

*NOTE: The file numbering followed by a * indicates numbering that is slightly different.

2. Replace section 2.3.4.1 of the bid with the following:

2.3.4.1. **First Position** – (11 or 12) – ETYI color coded year labels or equivalent measuring 1-1/2"W x 3/4"H before folding. All first position labels must be consistent in color. The "11" year labels must be a gray with white lettering and the "12" year labels must be a pink with black lettering.

3. Replace section 2.3.4.2 of the bid with the following:

2.3.4.2. **Second Position** – (BA or B7) label indicating filing location measuring 1-1/2"Wx3/4"H before folding. All second positions labels must be white background with black letters.

4. Replace section 2.3.4.3 of the bid with the following:

2.3.4.3. **Third Position** – One of the following labels indicating case category (-CR, -CV, -FC, -PR, -MH, -MC) measuring 1-1/2"Wx3/4"H before folding. All third positions labels must be white background with black letters.

5. Replace section 2.3.4.4 of the bid with the following:

2.3.4.4. **Next 5 color coded labels indicating the following colors in consecutive order – starting with 00001 and with the same size color as the following Smead DCCRN labels or equivalent. Size: 1 1/4" W x 1" H, before folding**

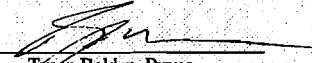
Number on File	Smead Order Number	Number on File	Smead Order Number
1	DCCRN-1LBE (67341)	6	DCCRN-6GN (67346)
2	DCCRN-2PK (67342)	7	DCCRN-7GY (67347)
3	DCCRN-3PE (67343)	8	DCCRN-8R (67348)
4	DCCRN-4OR (67344)	9	DCCRN-9BK (67349)
5	DCCRN-5BN (67345)	0	DCCRN-OY (67340)

6. Change the Bid Opening time and date as follows:

The Bid Opening time and date for this bid has changed. This bid will be opened at 1:30 P.M., November 29, 2010, in the Boone County Johnson Building room 215, 601. E. Walnut, Columbia, MO 65201.

All bids must be turned in no later than 1:30 P.M , December 29, 2010, to the Boone County Purchasing Department located in the Boone County Johnson Building room 209, 601. E. Walnut, Columbia, MO 65201.

By:


Tyson Boldan, Buyer

OFFEROR has examined copy of Addendum #2 to Request for Bid # 59-18NOV10 - Pre-Numbered & Labeled File Folders, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

E-mail address: _____



Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Request for Bid (RFB)

Tyson Boldan, Buyer
(573) 886-4391 – Fax: (573) 886-4390
Email: tboldan@boonecountymo.org

Bid Data

Bid Number: **59-18NOV10**
Commodity Title: **Pre-Numbered & Labeled File Folders Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline-Bid Closing

Day / Date: **THURSDAY, NOVEMBER 18, 2010**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201**
Directions: **The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.**

Bid Opening

Day / Date: **THURSDAY, NOVEMBER 18, 2010**
Time: **1:30 P.M. Central Time**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form
Standard Terms and Conditions**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other government contracts under more favorable terms.

- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - The Term and Supply Contract period shall be from **January 1, 2011 through December 31, 2011** and may be automatically renewed for up to an **additional two (2) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month to month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 1.8. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 1.9. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing and delivery of **pre-numbered and labeled file folders**.

2.1.1. **Quantity** – The following table indicates the approximate quantity to be ordered for the year 2011. Amounts may vary at time of order. The quantities indicated below are **estimates only** and are based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County. The County reserves the right to increase or decrease the quantities outlined as needed at time of order. The bidders must provide a price per 100 folders to allow for quantity adjustments during each potential renewal period.

2.1.1.1 Files purchased from contract awarded from this bid will be ordered approximately the first quarter of calendar year 2011.

Qty	Description	Label Description
6100	Smead 2BET2-150 LBE 1&3 UPC #25040 or equivalent	08BA-CV02001 through 08BA-CV08101
3500	Smead 2BET2-150 LBE 1&3 UPC #25040 or equivalent	09BA-CV00001 through 09BA-CV03501
2600	Smead 2BET2-150LGN 1&3 UPC #25140 or equivalent	08BA-FC01001 through 08BA-FC03601
1000	Smead 2BET2-150LGN 1&3 UPC #25140 or equivalent	09BA-FC00001 through 09BA-FC01001
4300	Smead 2BET2-150L 1&3 UPC #34115 or equivalent	08BA-CR03501 through 08BA-CR07801
3500	Smead 2BET2-150L 1&3 UPC #34115 or equivalent	09BA-CR00001 through 09BA-CR03501
500	Smead 2BET2-150L 1&3 UPC #34115 or equivalent	08B7-PR00101 through 08B7-PR00601*
100	Smead 2BET2-150L 1&3 UPC #34115 or equivalent	09B7-PR00001 through 09B7-PR00101*
1500	Smead 2BET2-150LR 1&3 UPC #25740 or equivalent	08B7-MH00501 through 08B7-MH01501*
500	Smead 2BET2-150LR 1&3 UPC #25740 or equivalent	09B7-MH00001 through 09B7-MH00501*
1200	Smead 2BET2-150LY 1&3 UPC #25940 or equivalent	08BA-MC00301 through 08BA-MC01501
500	Smead 2BET2-150LY 1&3 UPC #25940 or equivalent	09BA-MC00001 through 09BA-MC00501

***NOTE: The file numbering followed by a * indicates numbering that is slightly different.**

2.2. MINIMUM SPECIFICATIONS

2.2.1. All folders must meet the following specifications:

- 2.2.1.1. Letter size folder measuring 12-1/4" W X 9-1/2 " H Overall, 1-3/4" W Body, 9-1/2" H front
- 2.2.1.2. Two-ply tab
- 2.2.1.3. 11 pt stock
- 2.2.1.4. Straight cut tab, 1/2" wide
- 2.2.1.5. Front panel under-cut 1/4" deep
- 2.2.1.6. Two fasteners per folder centered on each inside page
- 2.2.1.7. Scored for 3/4" expansion
- 2.2.1.8. Top corners rounded, front and back
- 2.2.1.9. 2" prong "B" style fasteners

2.2.2. **Material** – Eleven-point manila & colored folders with fasteners

2.2.3. **Size** – Letter size with full end cut and undercut

2.2.4. **Label Type & Placement** – Each folder shall have a pre-printed, pre-attached color coded label in the following position with the first label indicating the year (08 or 09), followed by letters (BA or B7) indicating filing location, then either (-CR, -CV, -FC, -PR, -MH, -MC) indicating the case category followed by 5-straight numeric labels being the Smead DCRRN color coded labels or equivalent in consecutive numbers. Label shall be attached with permanent non-releasable adhesive. Label shall be scratch resistant and color shall be guaranteed no fade for a minimum of three (3) years. **Strip label design is permissible as long as it represents the identical color as the single character Smead labels or equivalent.**

2.2.5. **Label Color** – Pre-attached color labels shall be in the following color and position:

2.2.5.1. **First Position** – (08 or 09) – ETYJ color coded year labels or equivalent measuring 1-1/2"W x 3/4"H before folding. All first position labels must be consistent in color. The "08" year labels must be a light baby blue with black lettering and the "09" year labels must be a light green with black lettering.

- 2.2.5.2. **Second Position** – (BA or B7) label indicating filing location measuring 1-1/2”Wx3/4”H before folding. All second positions labels must be white background with black letters.
- 2.2.5.3. **Third Position** – One of the following labels indicating case category (-CR, -CV, -FC, -PR, -MH, -MC) measuring 1-1/2”Wx3/4”H before folding. All third positions labels must be white background with black letters.
- 2.2.5.4. **Next 5 color coded labels indicating the following colors in consecutive order – starting with 00001 and with the same size color as the following Smead DCCRN labels or equivalent. Size: 1 1/4” W x 1” H, before folding**

Number on File	Smead Order Number	Number on File	Smead Order Number
1	DCCRN-1LBE (67341)	6	DCCRN-6GN (67346)
2	DCCRN-2PK (67342)	7	DCCRN-7GY (67347)
3	DCCRN-3PE (67343)	8	DCCRN-8R (67348)
4	DCCRN-4OR (67344)	9	DCCRN-9BK (67349)
5	DCCRN-5BN (67345)		

- 2.3. **Sample** - A sample of the folders shall be made available upon request. The contractor must submit a proof of the folder containing the attached label to Rosa Dietiker in the Circuit Clerk’s Office prior to beginning production on the folders. The contractor must receive approval on the sample folder before beginning production.
- 2.4. **Software** – The contractor shall supply the County with a copy of the in-house software program used to print and apply color-coded, bar-coded file folder labels.
- 2.5. **Deviations** - It is the bidder’s responsibility to submit a bid that meets all mandatory specifications stated within. Because of the variations in manufacturer’s construction, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bidder’s proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.
- 2.6. **INVOICING AND PAYMENT** – Payments will be made within thirty (30) days of receipt of a correct monthly statement. Invoices and monthly statement shall be submitted to the Boone County Circuit Clerk’s Office, Boone County, 705 E. Walnut, Columbia, MO 65201.
- 2.7. **DESIGNEE** – Boone County Circuit Clerk’s Office.
- 2.8. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Tyson Boldan, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: tboldan@boonecountymo.org.
- 2.9. **DELIVERY** – Boone County Circuit Clerk’s Office, Boone County Courthouse, Attn: Rosa Dietiker, 705 E. Walnut, Columbia, MO 65201. **Boxes of file folders must be labeled on the outside of the box with the case numbers contained within. In addition, the cartons containing boxes of folders must be labeled with the case numbers contained within.**
- 2.9.1. **Delivery Terms** - FOB Destination – Inside Delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **Note: Bid Submission and Bid Opening times are different.** NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
 - 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use.
 - 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
 - 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.
 - 3.5.5. Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.

4. **Response Form**

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. E-Mail Address: _____

4.7. Federal Tax ID: _____

- 4.7.1. () Corporation
 () Partnership - Name _____
 () Individual/Proprietorship - Individual Name _____
 () Other (Specify) _____

4.8.	PRICING-FOLDERS	EST. QTY	PRICE/100 FOLDERS	EXTENDED TOTAL
4.8.1.	SMEAD 2BET2-150LBE 1&3	7000	\$	\$
4.8.2.	SMEAD 2BET2-150LGN 1&3	3000	\$	\$
4.8.3.	SMEAD 2BET2-150L 1&3	7400	\$	\$
4.8.4.	SMEAD 2BET2-150LR 1&3	500	\$	\$
4.8.5.	SMEAD 2BET2-150LY 1&3	2500	\$	\$
4.8.6.	EXTENDED TOTAL (4.8.1. thru 4.8.5.)			\$
4.8.7.	COPY OF SOFTWARE USED TO PRINT LABELS			\$

4.9. Maximum % Increase _____ % 1st Renewal _____ % 2nd Renewal

4.10. DESCRIBE ANY DEVIATION(S)

4.11. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

4.11.1. Authorized Representative (Sign By Hand):

4.11.2. Type or Print Signed Name:

4.11.3. Today's Date: _____

4.12. Delivery Days ARO: _____



Standard Terms and Conditions

Boone County Purchasing

601 E. Walnut, Room 209

Columbia, MO 65201

Tyson Boldan, Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.

14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. **NON-EXCLUSIVITY** - The County reserves the right to obtain "like or similar" products of this or other manufacturers, exclusive of this contract, when use of such products is deemed to be in the best interest of the County.



“No Bid” Response Form

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201
Tyson Boldan, Buyer
Phone: (573) 886-4392; Fax: (573) 886-4390

“NO BID RESPONSE FORM”

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

Bid: 59-18NOV10 - Pre-Numbered and Labeled File Folders

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

29 -2011

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 25th day of January 20 11

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

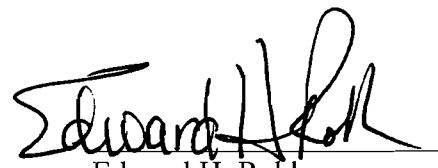
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to provide funds to cover site restoration at the substation for the Sheriff's Department:

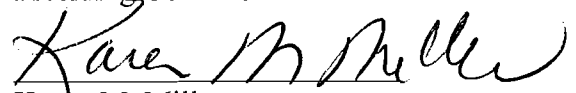
Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2540	71100	Civil Charges Funds	Outside Services		7,500.00

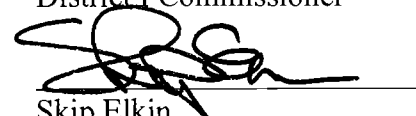
Done this 25th day of January, 2011.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Edward H. Robb
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

REQUEST FOR BUDGET AMEND

BOONE COUNTY, MISSOURI

To: County Clerk's Office
 Comm Order # 29-2011
 Return to Auditor's Office
 Please do not remove staple.

1-3-11

EFFECTIVE DATE

FOR AUDITORS USE

Department				Account				Department Name	Account Name	(Use whole \$ amounts)		
										Decrease	Increase	
2	5	4	0	7	1	1	0	0	Civil Charges Funds	Outside services		7500.00

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): To cover stie restoration at the substation.



Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments:

Agenda

KP

Auditor's Office


PRESIDING COMMISSIONER


DISTRICT I COMMISSIONER


DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Emery Sapp & Sons, Inc.**, (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 62-16DEC10 – Boone County Site Restoration BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award is the **Base Bid Total in the amount of \$7,500.00.**

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

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions". 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 Sheriffs department 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: \$ 7,500.00

Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00)


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.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on _____ at Columbia, Missouri.

(Date)

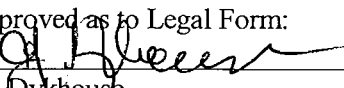
CONTRACTOR:
EMERY SAPP & SONS INC.

OWNER, BOONE COUNTY, MISSOURI

By: 
Authorized Representative Signature

By: _____
Kenneth M. Pearson, Presiding Commissioner

By: Shawn N Sapp
Authorized Representative Printed Name
Title: Owner

Approved as to Legal Form:

CJ Dykhouse
Boone County Counselor

ATTEST:

Wendy Noren, County Clerk

AUDITOR CERTIFICATION

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

2540/71100 - \$7,500.00

Signature Date Appropriation Account

REVISED BIDDERS RESPONSE FORM

Boone County Site Restoration

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 prices given. Please separate the bid into the categories listed below and give a lump sum bid for each category.

BIDS – Boone County Septic System Removal

Description	Unit Price
Septic Removal	
Septic Tank Removal	\$ 1,500. ⁰⁰
Septic Tank Disposal	\$ 550. ⁰⁰
Waste Disposal	\$ 415. ⁰⁰
Pipe Removal	\$ 480. ⁰⁰
Leach Field Removal	\$ 1,240. ⁰⁰
Phone Lines	Unit Price
Phone Line Removal	\$ 240. ⁰⁰
Water	Unit Price
Capping of Water Pipes	\$ 535. ⁰⁰
Water Hydrant Removal	\$ 125. ⁰⁰
Water Pipe Removal	\$ 120. ⁰⁰
Concrete	
Removal of Concrete Piers and Deck Foundation	\$ 795. ⁰⁰
Restoration	
Compressed Back Fill (Return Dirt to Grade)	\$ 450. ⁰⁰
Seeding	\$ 700. ⁰⁰
Mulching The Area	\$ 350. ⁰⁰
Discount	
Amount Discounted In Return For Transfer of Ownership of Septic Tank To Contractor	- \$ ϕ
Bid Total =	\$ 7,500. ⁰⁰

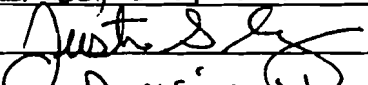
SECTION IV

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.

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.

Signature: Firm EMERY SAPP & SONS, INC.
By 
Title DIVISION MANAGER
Address 2602 N. STADIUM BLVD. COLUMBIA, MD 65202
Phone 573-445-8331
Date 12/16/10

Fund Statement - Sheriff Civil Charges Fund 254 (Nonmajor)

	2009 Actual	2010 Budget	2010 Projected	2011 Budget
REVENUES:				
Property Taxes	\$ -	\$ -	\$ -	\$ -
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	50,000	50,000	50,000	50,000
Fines and Forfeitures	-	-	-	-
Interest	310	-	255	255
Hospital Lease	-	-	-	-
Other	-	-	-	-
Total Revenues	50,310	50,000	50,255	50,255
EXPENDITURES:				
Personal Services	-	-	-	-
Materials & Supplies	-	-	-	-
Dues Travel & Training	-	-	-	-
Utilities	4,299	4,690	4,844	4,844
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	270	270	270	270
Contractual Services	4,640	3,810	3,050	11,310
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	-	-	-	-
Fixed Asset Additions	-	-	-	-
Total Expenditures	9,209	8,770	8,164	16,424
REVENUES OVER (UNDER) EXPENDITURES	41,101	41,230	42,091	33,831
OTHER FINANCING SOURCES (USES):				
Transfer In	-	-	-	-
Transfer Out	(180,000)	(40,000)	(40,000)	(40,000)
Proceeds of Sale of Capital Assets/Insurance Claims/Capital Lease	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Sources (Uses)	(180,000)	(40,000)	(40,000)	(40,000)
REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES (BUDGET BASIS)	(138,899)	1,230	2,091	(6,169)
FUND BALANCE (GAAP), beginning of year	148,431	9,532	9,532	11,623
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year	-	-	-	-
FUND BALANCE (GAAP), end of year	\$ 9,532	\$ 10,762	\$ 11,623	\$ 5,454
FUND BALANCE RESERVES AND DESIGNATIONS, end of year				
Reserved:				
Loan Receivable (Street NIDS/Levy District)	\$ -	\$ -	\$ -	\$ -
Prepaid Items/Security Deposits/Other Reserves	-	-	-	-
Debt Service/Restricted Assets	-	-	-	-
Prior Year Encumbrances	-	-	-	-
Designated:				
Capital Project and Other	-	-	-	-
Total Fund Balance Reserves and Designations, end of year	-	-	-	-
FUND BALANCE, end of year	9,532	10,762	11,623	5,454
FUND BALANCE RESERVES/DESIGNATIONS, end of year	-	-	-	-
UNRESERVED/UNDESIGNATED FUND BALANCE, end of year	\$ 9,532	\$ 10,762	\$ 11,623	\$ 5,454

1/4/2011

FY 2011
Budget Amendments/Revisions
Sheriff Civil Charges (2540)

<u>Index #</u>	<u>Date Recd</u>	<u>Dept</u>	<u>Account</u>	<u>Dept Name</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>	<u>Comments</u>
1	1/4/2011	2540	71100	Sheriff Civil Charges	Outside Services	7,500		establish budget for site restoration at former North Substation	

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

January Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 25th day of January 20 11

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 amendment to provide funds for the 2011 Violence Against Women Assistance (VAWA) Grant:


Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1243	03411	Judicial Grants	Federal Grant Reimb		28,605.00
1243	10100	Judicial Grants	Salary		22,305.00
1243	10200	Judicial Grants	FICA		1,706.00
1243	10300	Judicial Grants	Health Ins		3,167.00
1243	10350	Judicial Grants	Life Ins		35.00
1243	10375	Judicial Grants	Dental Ins		237.00
1243	10325	Judicial Grants	Disability Ins		83.00
1243	10400	Judicial Grants	Workers Comp		812.00
1243	10500	Judicial Grants	401 A Match		260.00
1243	03411	Judicial Grants	Federal Grant Reimb		50,132.00
1243	37220	Judicial Grants	Travel to Training		89.00
1243	37230	Judicial Grants	Meals/ Lodging		183.00
1243	71100	Judicial Grants	Outside Services		49,860.00


Done this 25th day of January, 2011.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Edward H. Robb
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

REQUEST FOR BUDGET AMENDMENT BOONE COUNTY, MISSOURI

30-2011

1/11/2011

EFFECTIVE DATE

FOR AUDITORS USE

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
1	2	4	3	0	3	4	1	1	Judicial Grants	Federal Grant Reimb		\$28,605.00
1	2	4	3	1	0	1	0	0	Judicial Grants	Salary		\$22,305.00
1	2	4	3	1	0	2	0	0	Judicial Grants	FICA		\$1,706.00
1	2	4	3	1	0	3	0	0	Judicial Grants	Health Ins		\$3,167.00
1	2	4	3	1	0	3	5	0	Judicial Grants	Life Ins		\$35.00
1	2	4	3	1	0	3	7	5	Judicial Grants	Dental Ins		\$237.00
1	2	4	3	1	0	3	2	5	Judicial Grants	Disability Ins		\$83.00
1	2	4	3	1	0	4	0	0	Judicial Grants	Workers Comp		\$812.00
1	2	4	3	1	0	5	0	0	Judicial Grants	401A Match		\$260.00

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary):

Establish a 2011 budget for the Domestic Assault Court Coordinator Salary and Benefits for the VAWA Grant. No County match. Grant will fund 1 full-time FTE (Domestic Assault Court Coordinator) for 8 months in 2011. (May 1 - December 31, 2011)

[Signature]
Requesting Official

page 1 of 2. 2011 VAWA Grant for Domestic Assault Court Coordinator and MEND

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments:

agenda

Note: The required match on the grant is being met through ① Participant Fees (majority of the match) and ② County funds previously budgeted.

10P
[Signature]
Auditor's Office
Edward Hill
PRESIDING COMMISSIONER

[Signature]
David Miller
DISTRICT I COMMISSIONER

[Signature]
[Name]
DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

REQUEST FOR BUDGET AMENDMENT BOONE COUNTY, MISSOURI

1/11/2011

EFFECTIVE DATE

FOR AUDITORS USE

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
1	2	4	3	0	3	4	1	1	Judicial Grants	Federal Grant Reimb.		\$50,132.00
1	2	4	3	3	7	2	2	0	Judicial Grants	Travel to Training		\$89.00
1	2	4	3	3	7	2	3	0	Judicial Grants	Meals/Lodging		\$183.00
1	2	4	3	7	1	1	0	0	Judicial Grants	Outside Services		\$49,860.00

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary):

To increase revenue and expenditures for the VAWA Grant for 1/1/11 – 12/31/11.

page 2 of 2 2011 VAWA Grant for Domestic Assault Court Coordinator and MEND

Kathy [Signature]

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments:

[Signature]

Auditor's Office

PRESIDING COMMISSIONER

DISTRICT I COMMISSIONER

DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

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- The Budget Amendment may not be approved prior to the Public Hearing.



APPLICATION FOR FUNDING

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

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



SECTION 1 - INSTRUCTIONS This application must be typewritten. Please refer to the enclosed instructions to complete this form.

SECTION 2 - GRANT PROGRAMS
[] VOCA - Victims of Crime Act [] SSVF - State Services to Victims Fund [x] STOP VAWA - STOP Violence Against Women Act
[] Sexual Assault Services Program [] Recovery Act VAWA [] Recovery Act VOCA
DUNS # _____ CCR # _____

SECTION 3 - APPLICANT AGENCY
AGENCY: Boone County
PHONE: 573-886-4305
FAX: 573-886-4311
ADDRESS: 801 E. Walnut Street
CITY: Columbia STATE: MO ZIP: 65201
Faith-Based (Religiously Affiliated) Organization? Yes [] No [x]

SECTION 8 - PROJECT TITLE
Integrated Domestic Violence Program

SECTION 9 - TYPE OF APPLICATION
[] New [] Revised [] Renewal [x] Continuation

SECTION 4 - APPLICANT AUTHORIZED OFFICIAL
NAME: Ken Pearson
PHONE: 573-886-4305
FAX: 573-886-4311

SECTION 10 - CURRENT CONTRACT NUMBER(S)
2007-VAWA-0059, R2010-VAWA-0001

TITLE: Presiding Commissioner
AGENCY: Boone County
ADDRESS: 801 E. Walnut Street
CITY: Columbia STATE: MO ZIP: 65201

SECTION 11 - APPLICANT AGENCY'S FEDERAL TAX I.D. #
43-6000349

SECTION 12 - PROGRAM CATEGORY
NA

SECTION 5 - APPLICANT PROJECT DIRECTOR
NAME: Judge Deborah Daniels
PHONE: 573-886-4050
FAX: 573-886-4070

SECTION 13 - CONTRACT PERIOD
BEGINNING DATE: 1/1/2011 ENDING DATE: 12/31/2011

TITLE: Judge, Division XI
AGENCY: 13th Judicial Circuit Court
ADDRESS: 705 E. Walnut Street
CITY: Columbia STATE: MO ZIP: 65201

SECTION 14 - TYPE OF PROJECT
[] Statewide [] Regional [x] Local

SECTION 15 - PROGRAM INCOME
Will Program Income be generated? [x] Yes [] No

SECTION 6 - APPLICANT FISCAL OFFICER
NAME: Jan Fugit
PHONE: 573-886-4365
FAX: 573-886-4369
TITLE: Treasurer
AGENCY: Boone County
ADDRESS: 801 E. Walnut Street
CITY: Columbia STATE: MO ZIP: 65201

SECTION 16 - BUDGET TABLE with columns: PERSONNEL, VOLUNTEER MATCH, TRAVEL, EQUIPMENT, SUPPLIES/OPERATIONS, CONTRACTUAL, RENOVATION/CONSTRUCTION, TOTAL PROJECT COSTS, FEDERAL/STATE SHARE, LOCAL MATCH SHARE.

SECTION 7 - NON-PROFIT BOARD CHAIRPERSON (IF APPLICABLE)
NAME: _____ PHONE: _____ FAX: _____

SECTION 17 - AUTHORIZED OFFICIAL'S SIGNATURE
Signature: [Handwritten Signature] Date: 12/16/2010

COPY

STOP APPLICATION SUMMARY REPORT

Agency Name: Boone County (13th Judicial Circuit Court)

Program Title: Integrated Domestic Violence Program

Authorized Official Name and Address	Project Director Name and Address	Contact Person Name and Address
Name: Ken Pearson	Name: Judge Deborah Daniels	Name: Jeremy Cover
Address: 801 E. Walnut Street Room 245	Address: 705 E. Walnut Street	Address: 705 E. Walnut Street
City: Columbia	City: Columbia	City: Columbia
State/Zip: MO 65201	State/Zip: MO 65201	State/Zip: MO 65201
E-Mail: kpearson@boonecountymmo.org	E-Mail: deborah.daniels@courts.mo.g	E-Mail: jeremy.cover@courts.mo.gov
Phone Number: (573) 886 - 4305	Phone Number: (573) 886 - 4050	Phone Number: (573) 886 - 4710
Fax Number: (573) 886 - 4311	Fax Number: (573) 886 - 4070	Fax Number: (573) 886 - 4070

STOP Program Funds Requested: \$ 78,737.27
Local Match Share Required: \$ 26,245.75

Source(s) of Local Match:
Payments from MEND participants, Administration of Justice Fund.

Geographic Area to be Served by this Project: Boone and Callaway Counties

The requested STOP Program funds will be used for: (Prorate percentage of time if project covers more than one category.)
 Courts Law Enforcement Prosecution Victim Services Project Other/Combination (specify) batterers' intervention prog
29 % Courts _____ % Law Enforcement _____ % Prosecution _____ % Victim Services 71 %Other (specify) batterers' intervention program

The requested STOP Program funds will be used to:
 Fund a New STOP Project Expand/Enhance an Existing STOP Project Continue an Existing STOP Project

The Focus of this project is on: (Check all that apply.)
 Domestic Violence Sexual Assault Stalking Training Other (Please explain)

Indicate the anticipated number of victims to be served by this STOP funded project: 1,873 Total Victims of Crime _____ Hotline Calls _____
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 _____ Hotline Calls _____ Bednights
If a training/technical assistance project, show the anticipated number of people and/or communities to be trained:
_____ People _____ Communities

Give a brief summary of the services to be offered by this STOP Program project:
The Integrated Domestic Violence Program has two main categories of services. One category is increased efficiency in the processing of domestic violence cases through dedicated court dockets and a domestic assault court coordinator (DACC). The specialized domestic violence dockets have allowed for quicker return dates on bonds (10 days), expedited settings for preliminary hearings, and increased communication between stakeholders (prosecutors, defense attorneys, and the court). The DACC coordinates with the MEND program provider, ensures defendants' compliance with probation conditions, and serves as the court's liaison regarding domestic violence issues. This combination improves the level of service to victims and illustrates the court's focus on the problem of domestic violence. The second category is the utilization of a batterers' intervention program (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 actions and change their behavior. MEND is a vital component of the domestic violence dockets and the best method to reduce recidivism. MEND graduates had a re-offense rate of 6%, as opposed to those terminated from MEND who had a re-offense rate of 33%.

PERSONNEL

PROJECT TITLE: Integrated Domestic Violence Program

APPLICANT AGENCY: Boone County (13th Judicial Circuit Court)

INSTRUCTIONS

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

TITLE OR POSITION	NAME OF INDIVIDUAL	SALARY PER MONTH	FT OR PT	% OF GRANT FUNDED TIME	MONTHS TO BE EMPLOYED	TOTAL COST
domestic assault court coordinator	Jeremiah Cover	2,788.13	FT	100	8.00	22,305.02
SUBTOTAL						\$ 22,305.02
FRINGE BENEFITS	BASIS FOR COST ESTIMATE (must be prorated based on % of grant funded time)					
F.I.C.A. & Medicare (.0765)	0.0765 times salary					1,706.33
PENSION/RETIREMENT	\$32.50 per month					260.00
LIFE INSURANCE	4.40 per month					35.20
MEDICAL INSURANCE	395.83 per month					3,166.64
UNEMPLOYMENT COMPENSATION	NA					0.00
WORKERS' COMPENSATION LIAB.	0.0364 times salary					811.90
OTHER (PLEASE IDENTIFY)	Disability: 0.0037 times salary					82.53
	Dental: 29.67 per month					237.36
SUBTOTAL						\$ 6,299.96
State/Federal Share	\$	28,604.98				
Local Match Share	\$	0.00				
TOTAL PERSONNEL COST						\$ 28,604.98

TRAVEL

PROJECT TITLE: Integrated Domestic Violence Program

APPLICANT AGENCY: Boone County (13th Judicial Circuit Court)

INSTRUCTIONS

- | | |
|---|--|
| <ol style="list-style-type: none"> Itemize travel expenses by event. Under the Item, list the type of travel (local, in-state, out-state), location and reason for travel. Under the Basis for Cost Estimate, supply information regarding total distance to be traveled, the rate per mile, total days of travel, daily meal allowance, and number of people traveling. Justify in the narrative (under Budget Justification) why the travel is necessary for project execution and who will be traveling. In training projects, where travel and meals for trainees is included, list the item separately and show the number of trainees and the allowance per trainee. | <ol style="list-style-type: none"> Tuition and registration fees for eligible training <u>must be listed under the Supplies/Operations</u> category. Enter the costs in the Total Cost column. The amount of mileage allowance shall not exceed 0.37¢ per mile. Travel must be by the most direct practical route. Actual transportation expenses and the amount of meal charges shall not exceed the actual costs and must be reasonable. Lodging expenses will be reasonable. Local rules and regulations will apply if they are more restrictive than those mentioned above. Travel expenses will not be reimbursed until the travel has occurred |
|---|--|

ITEM	BASIS FOR COST ESTIMATE	TOTAL COST
Travel to Callaway County	48 miles roundtrip, \$0.37 per mile, 24 trips per year, 1 person	426.24
In-state; St. Louis, Missouri	Mileage: 240 miles roundtrip, \$0.37 per mile, 3 days, 1 employee	88.80
Missouri Office of Prosecution	Hotel: \$149 per night, 2 nights, 1 employee	298.00
Services Dom. Violence Conf.	Meals: day 1 and 3, \$49.50 (75% of per diem rate), 1 employee	99.00
May 4-6, 2011	Meals: day 2, \$66.00 (per diem rate), 1 employee	66.00
State/Federal Share	\$ 273.85	37220 89.00
Local Match Share	\$ 704.19	37230 183.00
TOTAL TRAVEL COST		\$ 978.04

SUPPLIES/OPERATIONS	PROJECT TITLE: Integrated Domestic Violence Program
	APPLICANT AGENCY: Boone County (13th Jud. Circuit Ct.)

INSTRUCTIONS

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

ITEM	BASIS FOR COST ESTIMATE	TOTAL COST				
Office supplies	\$150, 100% use by STOP project	150.00				
Registration costs; Missouri Office of Prosecution Services Domestic Violence Conference; May 4-6, 2011; St. Louis, Missouri	\$250 per person (estimated), 1 employee	250.00				
<table border="1" style="width: 100%;"> <tr> <td style="text-align: right;">State/Federal Share</td> <td style="text-align: right;">\$ 0.00</td> </tr> <tr> <td style="text-align: right;">Local Match Share</td> <td style="text-align: right;">\$ 400.00</td> </tr> </table>		State/Federal Share	\$ 0.00	Local Match Share	\$ 400.00	TOTAL SUPPLIES/ OPERATIONS COST \$ 400.00
State/Federal Share	\$ 0.00					
Local Match Share	\$ 400.00					

CONTRACTUAL	PROJECT TITLE: Integrated Domestic Violence Program
	APPLICANT AGENCY: Boone County (13th Judicial Circuit Court)

INSTRUCTIONS

- | | |
|--|---|
| <p>1. Under the Nature of Service column, describe the types of consultant services or contracts desired (i.e. therapy, interpretative services).</p> <p>2. Under the Basis for Cost Estimate, enter the total amount of time to be used and the rate of compensation per unit of time. (The maximum amount that can be reimbursed for contractual expenses is \$56.25/hour, \$450/day.)</p> | <p>3. In the Total Cost column, record the costs to be calculated as follows: (amount of time) x (rate of compensation).</p> <p>4. A copy of any contractual agreement made as a result of an award through this grant program must be forwarded to the Department of Public Safety. Any service that does not have a contractual agreement cannot be listed on this page.</p> <p>5. 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.</p> |
|--|---|

NATURE OF SERVICE	BASIS FOR COST ESTIMATE	TOTAL COST
Batterers' intervention program (MEND)	MEND in Boone County	75,000.00
State/Federal Share	\$ 49,858.44	71100 49860.00
Local Match Share	\$ 25,141.56	TOTAL CONTRACTUAL COST \$ 75,000.00

NARRATIVE WORK PROGRAM
13th Judicial Circuit's Integrated Domestic Violence Program

A. History of the Agency

The 13th 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 13th 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 13th 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. 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.

http://www.msdp.dps.missouri.gov/MSHPWeb/SAC/data_and_statistics_crime_domestic.html

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." <http://www.libraryindex.com/pages/2066/Treatment-Male-Batterers-RECIDIVISM-RATES.html>

The MEND program being utilized by the 13th 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 and a Domestic Assault Court Coordinator (DACC)

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.

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.

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.

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 13th 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 Policies 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:**

- Hotline
- 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
- Services to children

- Court advocacy
 - Shelter
 - Hospital/medical advocacy
 - Transitional housing
- **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.

3) Coordination of Services

The 13th 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 total amount of matching funds required for the court’s integrated domestic violence program, including travel, supplies/operations, and contractual, is \$26,245.75. It is anticipated that \$25,141.56 in matching funds will be provided by payments made by participants in the MEND program. The amount each participant pays is determined utilizing a sliding scale based on their income. The minimum amount a participant pays is \$10/session and the maximum amount paid is \$40/session (the actual cost of one session). The total match from August 2009 to July 2010 was \$27,450 and is illustrated in the table below. Assuming that funding for and participation in the MEND program remains consistent for 2011, the participants’ payments will provide adequate funds for the match.

Month	Total Charged	Paid from Grant	Participant Payments Applied to 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

In addition to the matching funds provided by the MEND participants, the court intends to provide matching funds for supplies/operations and travel through the Administration of Justice Fund. The court will provide \$400 in supplies/operations (\$150 for office supplies and \$250 for registrations costs for the domestic violence conference) as well as \$704.19 in travel (travel to Callaway County as well as mileage, hotel, and meals for the domestic violence conference).

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 County who cannot pay full price.

Boone County Contractual Services: The amounts budgeted are for the MEND program. Outside funding is required to make the program accessible to all defendants. A portion of the program cost is collected from the defendants on a sliding scale based on their income. The minimum amount a participant pays is \$10/session and the maximum amount paid is \$40/session. The requested funding will be used to subsidize the maximum \$30/session gap between the cost of the class and what the defendant can pay. In July 2010, 62 participants, or 83%, required assistance to afford the MEND classes.

The total contractual cost for Boone County court-ordered participants to attend MEND in 2011 is estimated to be **\$75,000**. It is estimated that participants will be able to afford 33.5% (\$25,141.56) of the cost of MEND classes. Based on that contribution, the federal funding required to subsidize the program is \$49,858.44. With a re-offense rate for MEND graduates 27% lower than non-graduates, the MEND program has proven to be a benefit to public safety. STOP VAWA funding allows those participants with few financial resources, which is the majority in Boone County, the opportunity to better themselves and decrease recidivism.

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.

	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	\$395.83 per month	\$3,166.64
Life	\$4.40 per month	\$35.20
Dental	\$29.67 per month	\$237.36
Disability	.0037 x salary	\$82.53
Worker compensation	.0364 x salary	\$811.90
401 A Match	15.2% per month \$32.50 per month	\$260.00
Total		\$6,299.97

Total salary (8 months)	\$22,305.02
Total benefits and taxes	\$6,299.96
Total compensation	\$28,604.98

Travel: Some local funds will cover expenses for travel and training for the DACC. The appropriate funds are included in the match and are detailed below.

Travel to Callaway County	\$426.24
Mileage for instate travel to training for one employee	\$88.80
Hotel for one employee	\$298.00
Meals during training for one employee	\$165.00
Total	\$978.04

Supplies/Operations: Some local funds will cover expenses for office supplies and conference registration for the DACC. The appropriate funds are included in the match and are detailed below.

Office Supplies, 100% used by STOP project	\$150.00
Registration MOPS Domestic Violence Conference	\$250.00
Total	\$400.00

Estimated cost of MEND in Boone County and DACC position: \$104,983.02

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 County.

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. Cost Assumption

In the event that STOP funding is no longer available, the 13th 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. Report of Success

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.

JEREMIAH W. (JAY) NIXON
Governor



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JOHN M. BRITT
Director

STATE OF MISSOURI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR

December 29, 2010

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

RE: Integrated Domestic Violence Program, 2009-VAWA-0060-OS

Dear Judge Daniels:

Enclosed you will find the following documents necessary to accept the **2011 STOP Violence Against Women Act (VAWA) Grant** contract for the above referenced project:

- **2 copies of the 2011 VAWA Award of Contract** - to accept this award, it will be necessary for both you and the Authorized Official to sign (original, ink signature) all the enclosed Award of Contract documents.
- **2 copies of the VAWA Certified Assurances and Special Conditions** - to accept this award, it will be necessary for both you and the Authorized Official to sign (original, ink signature) all the enclosed Certified Assurances and Special Conditions documents.
- **Vendor ACH/EFT Verification/Application** –
 - If you currently have your DPS grant payments electronically deposited, please complete the verification form attached to the Vendor ACH/EFT application form.
 - If you currently do not have your VAWA grant payments electronically deposited and you are eligible you will begin receiving ACH/EFT payment. Please complete the Vendor ACH/EFT application form.

Please return **both** copies of the Award of Contract, the Vendor ACH/EFT verification form or application to our office no later than **January 12, 2011**.

If approved by the Director of the Department of Public Safety, signed copies of the award documents will be returned to you for your records at the compliance seminar. **The 2011 VAWA Compliance Seminar will be held Friday, January 21, 2011** via webinar. Your agency will be email the times at a later date. Please note that the award process is not complete until all required paperwork with appropriate signatures and data is received and approved by the Director of the Department of Public Safety. The Department of Public Safety reserves the right to withhold or deny funding if all procedures are not completed in a timely manner. **The approved contract period for this project is January 1, 2011 to December 31, 2011. Expenses incurred outside of this period are not eligible for reimbursement.**

At the end of each month beginning January 2011, you will receive a Monthly Report of Expenditures/Request for Reimbursement and Detail of Expenditures forms. These forms must be completed and returned to the above address by the 5th of the following month. These forms **must be completed even if no expenditures were made** and reimbursement is not requested. Reports that are received late will not be processed until the following month. Failure to submit the monthly report will be documented as an issue of noncompliance.

Congratulations on being selected to receive a 2011 Violence Against Women Act Grant Award of Contract. We look forward to working with you and your organization to improve the services for victims of crime in the State of Missouri.

Sincerely,



Marc Peoples, Program Manager

cc: File 2009-VAWA-0060-OS
Ken Pearson

Enclosures



MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR
AWARD OF CONTRACT

P.O. Box 749
Jefferson City, Missouri 65102
Phone: (573) 526-1464

Contractor Name Boone, County of		
Project Title Integrated Domestic Violence Program		
Contract Period FROM< 01/01/11 TO< 12/31/11	State/Federal Funds Awarded \$78,737.27	Contract Number 2009-VAWA-0060-OS

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

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

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

Authorized Official Date


Project Director Date **1-10-11**

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

Authorized Official, Department of Public Safety

January 1, 2011
Award Date



Contractor Name Boone, County of		
Project Title Integrated Domestic Violence Program		
Contract Period FROM< 01/01/11 TO< 12/31/11	State/Federal Funds Awarded \$78,737.27	Contract Number 2009-VAWA-0060-OS

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

 Authorized Official Date

Robert Powell 1-10-11

 Project Director Date

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

 Authorized Official, Department of Public Safety

January 1, 2011

 Award Date

STOP VAWA CERTIFIED ASSURANCES AND SPECIAL CONDITIONS

AGENCY NAME: Boone, County of

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 (EEO) in accordance with 28 CFR 42.301-308 et seq., it will submit a certification to the Missouri Department of Public Safety that it has a current EEO on file that meets the requirements therein.

Drug-Free Workplace Act of 1988:

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

Lobbying:

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

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

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

Discrimination Prohibited:

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

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

Limited English proficiency (LEP):

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

Faith-based Organizations:

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

Historic Preservation Act:

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

Fair Labor Standards Act:

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

Injury or Damage:

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

Printed Materials:

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

Relationship:

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

Law Enforcement Certification:

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

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

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

Intoxication-Related Traffic Offenses:

If the Subgrantee is a law enforcement agency, the Subgrantee assures it is in full compliance with the provisions of Section 577.005, RSMo relating to the adoption of a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by section 43.503, RSMo.

If the Subgrantee is a county prosecuting attorney or municipal prosecutor, the Subgrantee assures it is in full compliance with the provisions of Section 577.005, RSMo relating to the adoption of a written policy to forward charge information for all intoxication-related traffic offenses to the central repository as required by section 43.503, RSMo.

Texting While Driving:

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages sub-recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

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 31st of each year.

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

Authorized Official

DATE

 1-10-11
Project Director DATE

STOP VAWA CERTIFIED ASSURANCES AND SPECIAL CONDITIONS

AGENCY NAME: Boone, County of

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.

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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.

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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.

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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 O/P 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.

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Discrimination Prohibited:

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

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

Limited English proficiency (LEP):

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

Faith-based Organizations:

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

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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.

Intoxication-Related Traffic Offenses:

If the Subgrantee is a law enforcement agency, the Subgrantee assures it is in full compliance with the provisions of Section 577.005, RSMo relating to the adoption of a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by section 43.503, RSMo.

If the Subgrantee is a county prosecuting attorney or municipal prosecutor, the Subgrantee assures it is in full compliance with the provisions of Section 577.005, RSMo relating to the adoption of a written policy to forward charge information for all intoxication-related traffic offenses to the central repository as required by section 43.503, RSMo.

Texting While Driving:

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages sub-recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

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.



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
VENDOR INPUT/ACH-EFT APPLICATION

REQUIRED

NAME/ADDRESS AS SHOWN ON FEDERAL TAX RETURN		FEDERAL TAX ID NUMBER OR SOCIAL SECURITY NUMBER	
		*TYPE OF ENTITY	
		<input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Individual <input type="checkbox"/> State Entity <input type="checkbox"/> Other	
		DATE OF CHANGE	
REMIT TO NAME/ADDRESS IF DIFFERENT THAN ABOVE		PREVIOUS FEDERAL TAX ID NUMBER OR SOCIAL SECURITY NUMBER	
		PREVIOUS NAME	
		PREVIOUS ADDRESS	
PURCHASE ORDER NAME/ADDRESS IF DIFFERENT THAN ABOVE		COMMENTS	

TO BE COMPLETED BY FINANCIAL INSTITUTION

NAME/ADDRESS OF FINANCIAL INSTITUTION	
DEPOSITOR ROUTING NUMBER	
DEPOSITOR ACCOUNT NUMBER	
NAME ON ACCOUNT	
TYPE OF ACCOUNT	
<input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS	
SIGNATURE OF REPRESENTATIVE OF FINANCIAL INSTITUTION	
PRINT NAME	
TITLE	
TELEPHONE NUMBER	DATE

I (We) hereby authorize the State of Missouri, to initiate entries to my (our) account at the depository financial institution named and to credit the same such account. I (We) acknowledge that the origination of ACH transactions to my (our) account comply with the provision of U.S. law.

This authorization is to remain in full force and effect until the Missouri, Office of Administration, has received written notification from me (us) of its termination in such time and in such manner as to afford the State of Missouri and the financial institution a reasonable opportunity to act on it.

I (We) hereby cancel my (our) ACH/EFT authorization.

VENDOR SIGNATURE	
X	
PRINT NAME	
TITLE	
EMAIL ADDRESS	
TELEPHONE	DATE

CERTIFICATION FOR INTERNAL REVENUE SERVICE (IRS)

Under penalties of perjury, I certify that:
 I. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
 I. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
 II. I am a U.S. person (including a U.S. resident alien).
Certification Instructions. You must cross out item II above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report interest and dividends on your tax return. For all real estate transactions, item II does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See W-9 Instructions on irs.gov website for more information.) The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

SIGNATURE _____

FY 2011
 Budget Amendments/Revisions
 Judicial Grants & Contracts (1243)

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	1/11/2011	1243	3411	Judicial Grants	Federal Grant Reimbursement	28,605		VAWA Grant for Domestic Assault Court Coordinator & MEND	
			10100	Judicial Grants	Salary	22,305			
			10200	Judicial Grants	FICA	1,706			
			10300	Judicial Grants	Health Insurance	3,167			
			10350	Judicial Grants	Life Insurance	35			
			10375	Judicial Grants	Dental Insurance	237			
			10325	Judicial Grants	Disability Insurance	83			
			10400	Judicial Grants	Workers Comp	812			
			10500	Judicial Grants	401A Match	260			
			3411	Judicial Grants	Federal Grant Reimbursement	50,132			
			37220	Judicial Grants	Travel to Training	89			
			37230	Judicial Grants	Meals/Lodging	183			
			71100	Judicial Grants	Outside Services	49,860			

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 25th day of January 20 11

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

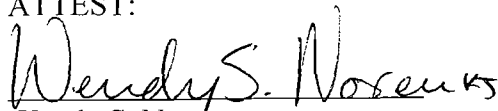
Now on this day the County Commission of the County of Boone does hereby approve the following consultant agreements:

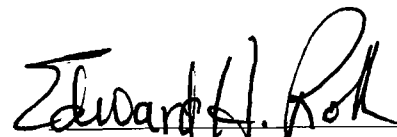
- a. A Civil Group
- b. Allstate Consultants
- c. Bartlett & West Inc.
- d. Bucher, Willis & Ratliff Corp.
- e. Butler, Rosenbury & Associates
- f. Crockett Engineering Consultants
- g. Engineering Surveys & Services
- h. Horner & Shifrin, Inc.
- i. Meco Engineering
- j. Poepping, Stone, Bach & Associates, Inc.
- k. Scroggs Architecture, P.C.
- l. Shafer, Kline & Warren
- m. Terracon
- n. Trabue, Hansen & Hinshaw, Inc.
- o. Transystems Corp.

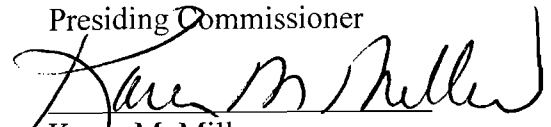
It is further ordered the Presiding Commissioner is hereby authorized to sign said agreements.

Done this 25th day of January, 2011.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Edward H. Robb
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner



Initiated by: Paula Evans/Planning:

Date: 01/04/2011

The following agreement(s) are attached to this form:

Quantity	Description:
13	Consultant Agreements: A Civil Group ✕ Allstate Consultants ✕ Bucher, Willis & Ratliff Butler, Rosenbury & Partners Crockett Engineering Engineering Surveys & Services Horner & Shifrin Meco Engineering Poepping, Stone, Bach & Associates, Inc. Scroggs Architecture Terracon Trabue, Hansen, & Hinshaw Trans Systems

Please process as indicated in the order shown below, and initial space next to your name as the requested item has been completed. Please forward to the next person indicated on this form.

- Three original contracts created
- Send originals to consultant for signature/rates
- Send Kristina e-mail to add to Commission Agenda:
First Reading of Contract set for: 1/18/2011 ✕
- Derin Campbell - Review, approve, and execute attached agreement(s)
- Paula – Verify second reading placed on agenda
- CJ Dykhouse - Review, approve, and execute attached agreement(s)
- Auditor - Review, approve, and execute attached agreement(s)
- Kristina – Clerk’s office for Commission Approval
- Kristina – Keep one original for Clerk’s office.
- Paula – Planning – Two original contracts received.
- Paula – Copy contract for FM consultant file (if required).
- Paula – Mail original contract to consultant.



Boone County Resource Management
801 E. Walnut, Room 315, Columbia, MO 65201 Phone (573) 886-4330 Fax (573) 886-4340

Contract/Consultant Routing Sheet

Initiated by: Paula Evans/Resource Management:

Date: 01/10/2011

The following agreement(s) are attached to this form:

Quantity	Description:
2	Consultant Agreements: Shafer, Kline & Warren ✓ Bartlett & West Inc. ✓

Please process as indicated in the order shown below, and initial space next to your name as the requested item has been completed. Please forward to the next person indicated on this form.

- Three original contracts created
- Send originals to consultant for signature/rates
- Send Kristina e-mail to add to Commission Agenda:
First Reading of Contract set for: 1/18/2011
- Derin Campbell - Review, approve, and execute attached agreement(s)
- Paula – Verify second reading placed on agenda
- CJ Dykhouse - Review, approve, and execute attached agreement(s)
- Auditor - Review, approve, and execute attached agreement(s)
- Kristina – Clerk’s office for Commission Approval
- Kristina – Keep one original for Clerk’s office.
- Paula – Planning – Two original contracts received.
- Paula – Copy contract for FM consultant file (if required).
- Paula – Mail original contract to consultant.

RECEIVED

JAN 18 2011

BOONE COUNTY AUDITOR

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 25th day of January 20 11

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

Now on this day the County Commission of the County of Boone does hereby authorize the newly elected Presiding Commissioner Edward H. Robb to be the signing official for all Boone County GIS License Agreements.

Done this 25th day of January, 2011.

ATTEST:

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

Edward H. Robb
Edward H. Robb

Presiding Commissioner

Karen M. Miller
Karen M. Miller

District I Commissioner

Skip Elkin
Skip Elkin

District II Commissioner



BOONE COUNTY
Department of Information Technology
GIS Department

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
801 E. Walnut, Room 123
Columbia, MO 65201-4890
573-886-4325

Jason Warzinik
GIS Manager

To: Boone County Commission
From: Jason Warzinik, GIS Manager
Date: January 18, 2011
Re: Boone County GIS License Agreement Update

Action Items:

- A) Approve Presiding Commission and IT Liaison Ed Robb as the authorized signee for Boone County GIS License Agreements
- B) Updated Generic and Limited Boone County GIS License Agreements. Updates are based on proactive updates suggested by County Counselor CJ Dykhouse to:
 - a. further clarify the license agreement verbiage
 - b. add an indemnification section to recover lost license agreement fee revenue as well as reasonable attorney's fees incurred in the event of a breach of license

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 11

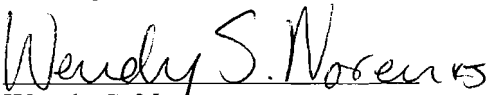
In the County Commission of said county, on the 25th day of January 20 11

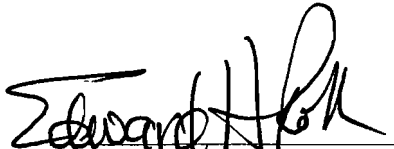
the following, among other proceedings, were had, viz:

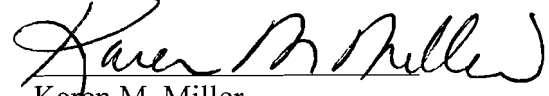
Now on this day the County Commission of the County of Boone does hereby approve the attached templates for all Boone County GIS License Agreements and all Boone County GIS Data Limited License Agreements. The terms of these agreements are stipulated in the attached memorandums. It is further ordered the Presiding Commissioner is hereby authorized to sign any such GIS License Agreements upon request of the County's GIS Manager, or his designee.


Done this 25th day of January, 2011.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Edward H. Robb
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

LICENSE AGREEMENT
BOONE COUNTY GIS DATA

THIS AGREEMENT dated the _____ day of _____, 20__, is made by and between Boone County, Missouri, by and through its County Commission, herein "Licensor," and _____, herein "Licensee." If the Licensee is a business entity of any type, then the term Licensee shall include all officers, directors, employees, and agents of the Licensee who may be provided access to the GIS files which are the subject matter of this agreement.

In consideration of the grant by Licensor of rights of use concerning specified GIS files of Boone County, Missouri, to which this agreement is applicable and which are now in existence or hereafter developed and as further defined and described in this License Agreement, the undersigned Licensee, which desires to obtain the benefits thereof, hereby agrees to accept and use such GIS files subject to and under the following terms and conditions, and agrees to abide by the obligations contained therein, acknowledging that the grant of said license is good and valuable consideration for said terms, conditions and obligations:

1. Proprietary Rights of Licensor. The term "GIS files" used in this agreement means all computer generated digitized files developed, retained, and as may be developed by Boone County, Missouri, in the future as a part of its geographic information system, regardless of format, developed in cooperation with the city of Columbia, Missouri, and Boone Electric Cooperative and provided to the undersigned Licensee. The undersigned Licensee hereby acknowledges that Boone County, Missouri, has protected legal rights under the federal copyright law and state law to any and all such GIS files provided hereunder in existence or hereafter developed and that such GIS files are and remain the proprietary, intellectual property of Licensor. The Licensee agrees that by acceptance of the GIS files under this License Agreement it shall preserve all of Licensor's right, title, and interest in the licensed GIS files.

2. Acceptable Use. Licensee hereby agrees to use such GIS files solely for purposes connected with its personal or business functions and the operations of the Licensee and for no other purposes. Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee a perpetual, non-exclusive, non-assignable License to use the GIS files as identified in the body of this License Agreement or attached itemization provided to the Licensee (the same being incorporated herein by reference), for its internal use only, and not for resale, distribution, assignment, sublicense, or transfer to any third party. The undersigned further agrees to make any of the licensed GIS files, or any revisions, additions, or modifications to them, available to Boone County for purposes of inspection or reuse for governmental purposes.

3. Transfer Prohibited, Written Consent Required. Licensee agrees not to distribute the GIS files, whether in present format or in any other further developed format, or transfer them to any person or entity of any type without the written consent of Licensor. The undersigned further agrees not to permit any person within its employ, or agent or contractor, or other person, to use, reuse or distribute the GIS files provided hereunder for any purpose except as authorized by this License Agreement without the written consent of Boone County, Missouri.

4. Limited Warranty. The Licensee accepts the GIS files from Boone County, Missouri now in existence or hereafter developed "as is" without warranty of any of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Licensor shall be under no obligation to provide maintenance of the GIS files, and shall not be responsible for providing maintenance or for informing Licensee that maintenance has been performed on the GIS files, or that the information provided in the GIS files has been updated or in any fashion changed. The entire risk of the quality of the data is with Licensee.

5. Limitation of Remedies. In no event shall Licensor be liable for any indirect, special, or consequential damages (including, without limitation, loss of use, data, business, or profits, and claims of customers of licensee) arising out of this agreement or use of the licensed materials. In no event shall Licensor's liability exceed the total amount paid by Licensee for the use of the GIS files provided under this License Agreement. The Licensee further covenants that it releases and discharges Boone County, Missouri, the city of Columbia, and Boone Electric Cooperative, or their officers, employees, or agents, from any and all liability with respect to the completeness or accuracy of the GIS files provided hereunder, and that Licensee shall not under any circumstance hold liable either Boone County, Missouri, or the city of Columbia, or Boone Electric Cooperative, or their officers, employees, or agents for any use made of them by the undersigned Licensee.

6. Indemnification. Licensee shall indemnify Licensor for any breaches of this License Agreement, to include actual losses relating to lost license agreement fee revenue, as well as reasonable attorney's fees and costs of suit or appeal in any litigation instituted against Licensee or any third parties to recover monetary damages or obtain injunctive relief.

7. Injunctive Remedies. In the event of a breach or threatened breach of this License Agreement by Licensee, Licensors shall be entitled to injunctions, both temporary, preliminary and permanent, enjoining and restraining such breach or threatened breach. Such remedies shall be in addition to all other remedies available at law or in equity.

8. Missouri Law to Control, Venue and Forum Selection. This License Agreement shall be governed and interpreted under the laws of the State of Missouri. All legal actions regarding this License Agreement shall be brought in any appropriate division of the Circuit Court of Boone County, Missouri.

9. License May be Revised. Notwithstanding the provisions of paragraph 6 below, the undersigned further acknowledges and agrees that this License Agreement is revisable, modifiable and revocable upon order of the Boone County Commission. Such revisions or revocation shall become effective thirty (30) days after they are communicated to Licensee in writing.

10. Duration of License. This License shall commence on the date first written above and shall continue in force until terminated. Licensee may terminate this License at any time by providing written notice to Licensor. Upon breach of any obligation under this License by Licensee, Licensor may terminate this License upon thirty days written notice to Licensee. Licensee may cure the breach before the effective date of termination. Within thirty days of any termination, Licensee shall certify in writing to Licensor that all copies of the Licensed Materials have been destroyed or returned to Licensor.

IN WITNESS WHEREOF the undersigned has executed this License Agreement effective on the day and year first above written.

By _____

Print Name/Title: _____

AUTHORIZATION

The Boone County Commission hereby authorizes the above License Agreement effective the day and year first above written.

BOONE COUNTY, MISSOURI

By: _____
Authorized Commissioner

ATTEST:

County Clerk

**LIMITED LICENSE AGREEMENT
BOONE COUNTY GIS DATA**

THIS AGREEMENT dated the _____ day of _____, 20 __, is made by and between Boone County, Missouri, by and through its County Commission, herein "Licensor," and _____, herein "Licensee." If the Licensee is a business entity of any type, then the term Licensee shall include all officers, directors, employees, and agents of the Licensee who may be provided access to the GIS files which are the subject matter of this agreement.

In consideration of the grant by Licensor of rights of use concerning specified GIS files of Boone County, Missouri, to which this agreement is applicable and which are now in existence or hereafter developed and as further defined and described in this License Agreement, the undersigned Licensee, which desires to obtain the benefits thereof, hereby agrees to accept and use such GIS files subject to and under the following terms and conditions, and agrees to abide by the obligations contained therein, acknowledging that the grant of said license is good and valuable consideration for said terms, conditions and obligations:

1. Proprietary Rights of Licensor. The term "GIS files" used in this agreement means all computer generated digitized files developed, retained, and as may be developed by Boone County, Missouri, in the future as a part of its geographic information system, regardless of format, developed in cooperation with the city of Columbia, Missouri, and Boone Electric Cooperative and provided to the undersigned Licensee. The undersigned Licensee hereby acknowledges that Boone County, Missouri, has protected legal rights under the federal copyright law and state law to any and all such GIS files provided hereunder in existence or hereafter developed and that such GIS files are and remain the proprietary, intellectual property of Licensor. The Licensee agrees that by acceptance of the GIS files under this License Agreement it shall preserve all of Licensor's right, title, and interest in the licensed GIS files.

2. Acceptable Use. Licensee hereby agrees to use such GIS files solely for purposes connected with its personal or business functions and the operations of the Licensee and for no other purposes. Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee a perpetual, non-exclusive, non-assignable License to use the GIS files as identified in the body of this License Agreement or attached itemization provided to the Licensee (the same being incorporated herein by reference), for its internal use only, and not for resale, distribution, assignment, sublicense, or transfer to any third party. The undersigned further agrees to make any of the licensed GIS files, or any revisions, additions, or modifications to them, available to Boone County for purposes of inspection or reuse for governmental purposes.

The GIS files to be provided under this License Agreement are described as follows:

Boone County hereby grants the undersigned the right to use the _____ GIS files for the _____ area for the purpose of completing work directly associated with _____. This License Agreement shall expire upon completion of above said services to _____; once expired, the datasets shall be returned to Boone County and deleted from all internal systems.

3. Transfer Prohibited, Written Consent Required. Licensee agrees not to distribute the GIS files, whether in present format or in any other further developed format, or transfer them to any person or entity of any type without the written consent of Licensor. The undersigned further agrees not to permit any person within its employ, or agent or contractor, or other person, to use, reuse or distribute the GIS files provided hereunder for any purpose except as authorized by this License Agreement without the written consent of Boone County, Missouri.

4. Limited Warranty. The Licensee accepts the GIS files from Boone County, Missouri now in existence or hereafter developed "as is" without warranty of any of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Licensor shall be under no obligation to provide maintenance of the GIS files, and shall not be responsible for providing maintenance or for informing Licensee that maintenance has been performed on the GIS files, or that the information provided in the GIS files has been updated or in any fashion changed. The entire risk of the quality of the data is with Licensee.

5. Limitation of Remedies. In no event shall Licensor be liable for any indirect, special, or consequential damages (including, without limitation, loss of use, data, business, or profits, and claims of customers of licensee) arising out of this agreement or use of the licensed materials. In no event shall Licensor's liability exceed the total amount paid by Licensee for the use of the GIS files provided under this License Agreement. The Licensee further covenants that it releases and discharges Boone County, Missouri, the city of Columbia, and Boone Electric Cooperative, or their officers, employees, or agents, from any and all liability with respect to the completeness or

accuracy of the GIS files provided hereunder, and that Licensee shall not under any circumstance hold liable either Boone County, Missouri, or the city of Columbia, or Boone Electric Cooperative, or their officers, employees, or agents for any use made of them by the undersigned Licensee.

6. Indemnification. Licensee shall indemnify Licensor for any breaches of this License Agreement, to include actual losses relating to lost license agreement fee revenue, as well as reasonable attorney's fees and costs of suit or appeal in any litigation instituted against Licensee or any third parties to recover monetary damages or obtain injunctive relief.

7. Injunctive Remedies. In the event of a breach or threatened breach of this License Agreement by Licensee, Licensor shall be entitled to injunctions, both temporary, preliminary and permanent, enjoining and restraining such breach or threatened breach. Such remedies shall be in addition to all other remedies available at law or in equity.

8. Missouri Law to Control, Venue and Forum Selection. This License Agreement shall be governed and interpreted under the laws of the State of Missouri. All legal actions regarding this License Agreement shall be brought in any appropriate division of the Circuit Court of Boone County, Missouri.

9. License May be Revised. Notwithstanding the provisions of paragraph 6 below, the undersigned further acknowledges and agrees that this License Agreement is revisable, modifiable and revocable upon order of the Boone County Commission. Such revisions or revocation shall become effective thirty (30) days after they are communicated to Licensee in writing.

10. Duration of License. This License shall commence on the date first written above and shall continue in force until terminated. Licensee may terminate this License at any time by providing written notice to Licensor. Upon breach of any obligation under this License by Licensee, Licensor may terminate this License upon thirty days written notice to Licensee. Licensee may cure the breach before the effective date of termination. Within thirty days of any termination, Licensee shall certify in writing to Licensor that all copies of the Licensed Materials have been destroyed or returned to Licensor.

IN WITNESS WHEREOF the undersigned has executed this License Agreement effective on the day and year first above written.

By _____
Print Name/Title: _____

AUTHORIZATION

The Boone County Commission hereby authorizes the above License Agreement effective the day and year first above written.

BOONE COUNTY, MISSOURI

By: _____
Authorized Commissioner

ATTEST:

County Clerk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 25th day of January 20 11

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:

RESOLUTION authorizing the filing of an application with the Missouri Department of Natural Resources, State Revolving Fund Program for loans under the Missouri Clean Water Law (section 644, RSMo).

WHEREAS under the terms of the Missouri Clean Water Law, Section 644, Revised Statutes of Missouri the State of Missouri has authorized the making of loans and/ or grants to authorized applicants to aid in the construction of specific public projects.

NOW, THEREFORE, be it resolved by Boone County:

1. That Edward H. Robb be and he is hereby authorized to execute and file an application on behalf of the Boone County Commission with the Department of Natural Resources for a loan and/or grant to aid in the construction of capital improvement projects.
2. That Edward H. Robb, Presiding Commissioner of Boone County, he is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the applicant.

SO RESOLVED this 25th day of January, 2011; the Presiding Commissioner and County Clerk of Boone County being hereby authorized to sign this resolution on behalf of the Boone County Commission.

34-2011

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20 11

In the County Commission of said county, on the
the following, among other proceedings, were had, viz:

25th

day of January 20 11

Done this 25th day of January, 2011.

ATTEST:

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

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDERSTATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 25th day of January 20 11

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

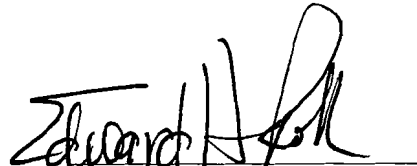
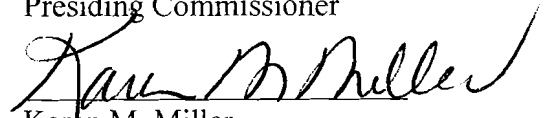
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to establish a budget for payment of the Health Department Air Balance Study and 50% reimbursement from the City:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
6230	03525	Capital R&R BC Health Department	Reimbrs Special Project		3,725.00
6230	71102	Capital R&R BC Health Department	Engineering Services		7,450.00

Done this 25th day of January, 2011.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Edward H. Robb
Presiding Commissioner

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

REQUEST FOR BUDGET AMEN

BOONE COUNTY, MISSOURI

To: County Clerk's Office

Comm Order # 35-2011

Return to Auditor's Office

Please do not remove staple.


12/27/10

EFFECTIVE DATE

FOR AUDITORS USE

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
6	2	3	0	0	3	5	2	5	Capital R&R-BC Hlth Dp	Reimbrs Special Projec		3725
6	2	3	0	7	1	1	0	2	Capital R&R-BC Hlth Dp	Engineering Services		7450

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): **establish budget for payment of Health Department Air Balance Study and 50% reimbursement from the City.**

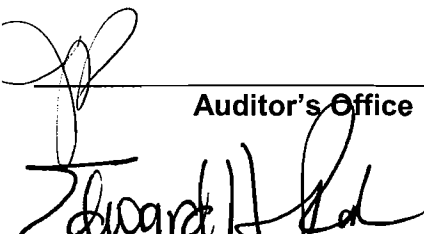

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments:

Agenda

Auditor's Office


PRESIDING COMMISSIONER


DISTRICT I COMMISSIONER


DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.



BOONE COUNTY AUDITOR

JUNE E. PITCHFORD

BOONE COUNTY GOVERNMENT CENTER

801 East Walnut, Room 205 • Columbia, MO 65201-7729 • (573) 886-4275 OFFICE • (573) 886-4280 FAX

December 31, 2010

City of Columbia
John Blattel, Interim Finance Director
701 E. Broadway
P.O. Box 6015
Columbia, MO 65205

Re: Sanford Kimpton Building- Air Balance Preliminary Engineering Study (Unit 1- Health Department)

Dear John:

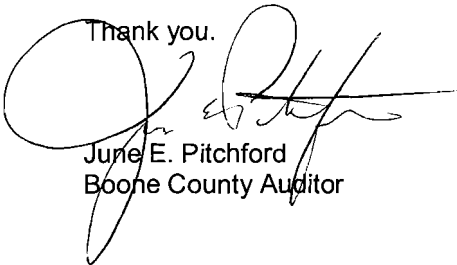
This letter represents an invoice to the City of Columbia for a 50% share of the engineering services provided by Malicoat-Winslow Engineers, P.C. for the western portion of the Health Department/Family Health Center building (i.e., Unit 1- Health Department). The professional services were needed to resolve the air balance/air flow problem occurring within the building. This invoice pertains solely to Unit 1 which is jointly owned by the City of Columbia and the County (50% ownership for each). I am preparing this invoice at Ken Pearson's request and it is my understanding that he has previously discussed this with you. A copy of the Malicoat-Winslow invoice along with a brief summary regarding the corrective action taken is attached. The County previously obtained (and paid for) an Air Balance Preliminary Study for Unit 2 (Family Health Center), which is solely owned by the County.

Total Cost: \$7,450.00

50% City share: **\$3,725.00**

Please remit **\$3,725.00** to the Boone County Treasurer's Office at your earliest convenience. If you have any questions or need additional information, please contact me at 573.886.4278.

Thank you.



June E. Pitchford
Boone County Auditor

Cc: Jan Fugit, Treasurer (Revenue account code: 6230-3525)

Malicoat-Winslow Engineers, P.C.

5649 North Clearview Road
Columbia, MO 65202-9687
(573) 875-1300

AUG 20 2010

Boone County Public Works

PW-Maintenance Operations
5551 HWY 63 S
Columbia, MO 65201
Attn:

August 10, 2010
Invoice No: 6031
Project No: 2008015
Federal ID 43-1105933

Re: Sanford Kimpton BCPW Family Health Center-Air Balance-Preliminary Study

For professional services rendered for the period July 1, 2010 to August 10, 2010
for the referenced project.

Fee Basis: Eastern Portion Fees and Expenses not-to-exceed \$4,700.00 without prior written approval by
Owner (Family Health Center side)

Western Portion Fees and Expenses not to exceed \$7,450.00 without prior written approval by
Owner (City/County Health Dept side) No PO Issued by County

PO No. 2008000213

<u>Contract Amount</u>	<u>% Work To Date</u>	<u>Amount Billed</u>	<u>4040-71102 Previous Billed</u>	<u>6230-71102 This Inv Billed</u>
12,150.00	100.00%	12,150.00	4,700.00	7,450.00
Total Fixed Fee				<u>7,450.00</u>

\$123 - spoke at Patty (ext 31) - Bob Davidson said to do the western part

Invoice Total

\$7,450.00

City 1/2 Reimb

• Written Report From Malicoat Winslow

6230-

MALICOAT-WINSLOW ENGINEERS, P.C.
MECHANICAL AND ELECTRICAL ENGINEERS

5649 NORTH CLEARVIEW ROAD
COLUMBIA, MISSOURI 65202-9687

FREDDIE L. MALICOAT, P.E
email: fredm@mwengrs.com

Phone: 573-875-1300
Fax: 573-875-1305

December 28, 2010

Bob Davidson
Boone County Public Works
601 East Walnut
Columbia, Missouri, 65203

Re: Sanford-Kimpton Building - Eastern Third - Family Health Center

Mr. Davidson:

We were able to solve the positive pressure situation by changing the sheave on the rooftop unit #1 and reducing its total amount of airflow into the space. The solution on the East side was a \$6,400.00 relief damper system which will not have to be done on the West side.

Thanks for the opportunity to work with you.

Sincerely,
Fred Malicoat
FM:rl

MAINSCR BOONE VIEW PURCHASE ORDERS ADJUNE 10:50:14
 PO # 2008 213 PO Date 10/07/2008 Bid # PROF SVCS 12/27/10
 Status CLOSED Vendor 5958 MALICOAT-WINSLOW ENGINEERS PC
 Finalized Y Ship To 6100 FACILITIES & GROUNDS MTCE
 Bill To 6100 FACILITIES & GROUNDS MTCE

Dept	Acct	Description	Qty	Lot	Unit Price
4040	71102	STUDY AT FAMILY HEALTH CENTER-	1	NOT TO EXCEED	4,700.0000
		<u>AIR BALANCE</u>		Line Total	4,700.00
COMPLETE	Dept	CITY/COUNTY HEALTH FACILITY		Amt Paid	4,700.00
<u>2/18/2010</u>	Acct	<u>ENGINEERING SERVICES</u>		Balance	

F2=Key Scr F3=Exit F7=Address Scr F8=SpcInstr
 F11=Switch Line Mode F13=AP Scr

Total	Bottom
Amt Paid	4,700.00
Balance	4,700.00

Fund Statement - Capital R & R BC Health Dept Fund 623 (Internal Service Fund)

	2009 Actual	2010 Budget	2010 Projected	2011 Budget
REVENUES:				
Property Taxes	\$ -	\$ -	\$ -	\$ -
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	3,725	3,725	-
Fines and Forfeitures	-	-	-	-
Interest	188	319	230	180
Hospital Lease	-	-	-	-
Other	-	-	-	-
Total Revenues	188	4,044	3,955	180
EXPENDITURES:				
Personal Services	-	-	-	-
Materials & Supplies	-	-	-	-
Dues Travel & Training	-	-	-	-
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	-	-	-	-
Contractual Services	-	7,450	7,450	-
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	-	-	-	-
Fixed Asset Additions	-	-	-	-
Total Expenditures	-	7,450	7,450	-
REVENUES OVER (UNDER) EXPENDITURES	188	(3,406)	(3,495)	180
OTHER FINANCING SOURCES (USES):				
Transfer In	-	-	-	-
Transfer Out	-	-	-	-
Proceeds of Sale of Capital Assets/Insurance Claims/Capital Lease	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES (BUDGET BASIS)	188	(3,406)	(3,495)	180
FUND BALANCE (GAAP), beginning of year	32,688	32,876	32,876	29,381
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year	-	-	-	-
Proprietary fund adjustment to full accrual	-	-	-	-
FUND BALANCE (GAAP), end of year	\$ 32,876	\$ 29,470	\$ 29,381	\$ 29,561
FUND BALANCE RESERVES AND DESIGNATIONS, end of year				
Reserved:				
Loan Receivable (Street NIDS/Levy District)	\$ -	\$ -	\$ -	\$ -
Prepaid Items/Security Deposits/Other Reserves	-	-	-	-
Debt Service/Restricted Assets	-	-	-	-
Prior Year Encumbrances	-	-	-	-
Designated:				
Capital Project and Other	-	-	-	-
Total Fund Balance Reserves and Designations, end of year	-	-	-	-
FUND BALANCE, end of year	32,876	29,470	29,381	29,561
FUND BALANCE RESERVES/DESIGNATIONS, end of year	-	-	-	-
UNRESERVED/UNDESIGNATED FUND BALANCE, end of year	\$ 32,876	\$ 29,470	\$ 29,381	\$ 29,561

12/27/2010

FY 2010
Budget Amendments/Revisions
Capital Repair & Replacement BC Health Dept (6230)

Index #	Date Recd	Dept	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	12/27/2010	6230	3527	Reimbursement (Capital Projects)	3,725			
		6230	71102	Engineering Services	7,450		budget for payment of Air Balance Study and 50% reimbursement by City	

CERTIFIED COPY OF ORDERSTATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 25th day of January 20 11

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

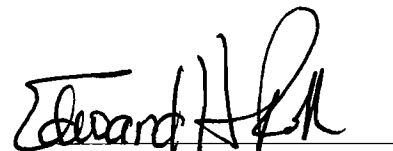
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to establish 2010 budget for Boone County Regional Sewer District Energize Missouri Communities Recovery Act subgrant for Energy Efficiency Upgrade Project:

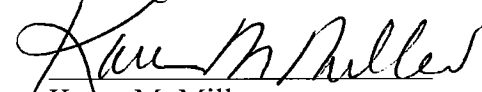
Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2973	03411	BCRSD Energize MO	Federal Grant Reimb		14,751.00
2973	71250	BCRSD Energize MO	Fed Gnt Pmt to Subrec		14,751.00

Done this 25th day of January, 2011.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Edward H. Robb
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

REQUEST FOR BUDGET AMEND- BOONE COUNTY, MISSOURI

To: County Clerk's Office
Comm Order # 36-2011
Return to Auditor's Office
Please do not remove staple.

12/1/10

EFFECTIVE DATE

FOR AUDITORS USE

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
2	9	7	3	0	3	4	1	1	BCRSD Energize MO	Federal Grant Reimbur		14,751
2	9	7	3	7	1	2	5	0	BCRSD Energize MO	Fed Gnt Pmt to Subrec		14 751

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): **establish 2010 budget for Boone County Regional Sewer District Energize Missouri Communities Recovery Act subgrant for Energy Efficiency Upgrade Project**

FY2010 Portion: 14,751
FY2011 Portion: 113,301
Total Award \$ 128,052

169
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments:

agenda

Auditor's Office

Edward H. For
PRESIDING COMMISSIONER

Kare M. Miller
DISTRICT I COMMISSIONER

[Signature]
DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

Revised 04/02

CFDA 81.128

2973-71250

Leslie Oswald
Sewer District

Loswald@bcrsd.com
443-2805

REIMBURSEMENT REQUEST FORM
PAGE 1. SUMMARY

Invoice Date: 24-Nov-10 Invoice Period: September 2010 to October 2010
 Subgrant #: G10-EECBG-04-830407867 Project Title: CRSD Energy Efficiency Upgrade Project
 Subgrantee Name: Boone County
 Address: 801 E. Walnut, Room 245
Columbian MO 65201-7732

I certify to the best of my knowledge and belief the data below are correct, all outlays were made in accordance with the agreement, and the payment is due and has not been previously requested.

Signature of Authorized Official:

COST CATEGORY	CURRENT PERIOD EXPENSE	PRIOR REPORTED EXPENSE	CUMULATIVE GRANT EXPENSE	LINE ITEM BUDGETED AMOUNT
I. EQUIPMENT AND MATERIAL (Itemize on page 2)	\$0.00	\$0.00	\$0.00	\$0.00
II. DIRECT LABOR (Itemize on page 2)	\$14,750.33	\$0.00	\$14,750.33	\$0.00
III. ADMINISTRATIVE COSTS (Itemize on page 2)	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL EXPENSES FOR EMC REIMBURSEMENT	\$14,750.33	\$0.00	\$14,750.33	\$0.00

	CURRENT PERIOD FUNDS LEVERAGED	PRIOR PERIOD FUNDS LEVERAGED	CUMULATIVE FUNDS LEVERAGED
IV. LEVERAGED FUNDS PROVIDED BY SUBGRANTEE AND OTHER NON-EMC SOURCES	\$0.00	\$0.00	\$0.00

FOR STATE OFFICE USE ONLY:

Note: Documentation of all expenditures must be attached. A listing of required documentation is included with this form. You may only invoice for those line items that reflect a dollar amount on the grant Budget Document. Do not invoice for line items that show a zero amount on the grant Budget Document.

FOR STATE OFFICE USE ONLY:

MDNR/DE Approval Signature

Date

Invoice

SHAFER, KLINE & WARREN, INC.

107 Buller Street, P.O. Box 366, Macon, MO 63552 (OFFICE) 660 . 385 . 6441 (FAX) 660 . 385 . 6614 www.skw-inc.com



November 2, 2010

Invoice No: 108509-010 - 1

Thomas Ratermann
Boone County Regional Sewer District
1314 North 7th Street
Columbia, MO 65201-3902

Project 108509-010 BCRSD Facility Energy Audit

Professional Services from August 9, 2010 to October 29, 2010

Phase 12 Study and Report

Task 020IDWR Facility Energy Audit

Professional Personnel

	Hours	Rate	Amount
Administrative Assistant	.25	70.00	17.50
Associate	86.25	150.00	12,937.50
Engineer III	12.00	115.00	1,380.00
Totals	98.50		14,335.00
Total Labor			14,335.00

Total this Task \$14,335.00

Task 075IDWR Administration

Professional Personnel

	Hours	Rate	Amount
Engineering Technician III	2.00	80.00	160.00
Secretarial/Clerical	.50	55.00	27.50
Totals	2.50		187.50
Total Labor			187.50

Total this Task \$187.50

Total this Phase \$14,522.50

Phase 84 Expenses

Task RMB Reimbursable Expenses

Reimbursable Expenses

R - Supplies - Office
9/7/10 ABC Printers, Inc. tabs 22.08

Please Include Invoice Number On Remittance Payment Due Immediately Upon Receipt.

Project 108509-010 BCRSD Facility Energy Audit Invoice 1

R - Vehicle - Mileage
 8/25/10 Dickson, Dale personal mileage 137.00
Total Reimbursables 159.08 159.08

Unit Billing
 Passenger Car Mileage 125.0 miles @ 0.55 68.75
Total Units 68.75 68.75

Total this Task \$227.83

Total this Phase \$227.83

Billing Limits	Current	Prior	To-Date
Total Billings	14,750.33	0.00	14,750.33
Limit			15,000.00
Remaining			249.67

AMOUNT DUE THIS INVOICE \$14,750.33

Billings to Date	Current	Prior	Total	Received	A/R Balance
	14,750.33	0.00	14,750.33	0.00	14,750.33

*OK
 JWO
 11-26-10*

Please Include Invoice Number On Remittance Payment Due Immediately Upon Receipt

144-2010



ENERGIZE MISSOURI COMMUNITIES

MISSOURI DEPARTMENT OF NATURAL RESOURCES



Missouri Department of Natural Resources, Division of Energy, 1101 Riverside Drive, P.O. Box 176, Jefferson City, MO 65102-0176

MISSOURI DEPARTMENT OF NATURAL RESOURCES - FINANCIAL ASSISTANCE AGREEMENT

Under the authority of the American Recovery and Reinvestment Act (ARRA) 2009 and subject to pertinent legislation, regulations and policies applicable to Grant DE-EE0000761

1. Recipient Name: Boone County/ Mr. Ken Pearson Recipient Title: Commissioner Address: Boone County 801 E Walnut, Rm. 245 Columbia, MO 65201-7732	2. Project Number: G10-EECBG-04-830407867
	3. Budget Period: March 15, 2010 - August 31, 2012
	4. Project Period: March 15, 2010 - August 31, 2012
5. Recipient Project Manager: Tom Ratermann Telephone No.: 573-443-2765	6. Type of Assistance (indicate by X) New Award <input checked="" type="checkbox"/> Amendment <input type="checkbox"/>
7. State Project Oversight: David L. Harrison, MDNR/DE Telephone No.: 573-751-7057	8. Amendment ID:
9. Project Title and Description: Boone County Regional Sewer District Energy Efficiency Upgrade Project	
10. Source of Funding/Year: ARRA/2009	

11. Project Funding:	Amount	Percent
Initial Award	\$ 128,052.00	71.44%
Initial Recipient Match	\$ 51,184.00	28.56%
Amended Award	\$	0.00%
Amended Recipient Match	\$	0.00%
TOTAL PROJECT COSTS	\$ 179,236.00	100.00%

12. Amendment (describe):

13. The recipient agrees to administer this agreement in accordance with:

a. All applicable federal and state regulations.	g. Suspension/Debarment (Sec. 4.2R)
b. Applicable program guidelines.	h. Certificate Regarding Lobbying (Sec. 4.2S)
c. Detailed Scope of Work (Sec. 1.1-1.4)	i. Publications (Sec. 4.2K)
d. Budget Plan (Sec. 2.1-2.3)	j. Invoice (Sec. 4.2A)
e. MDNR Terms and Conditions (Sec. 4.2)	k. MBE/WBE Utilization (Sec. 4.2U)
f. Special Terms and Conditions (Sec. 4.3)	l. Recipient application dated January 15, 2010.

14. The assistance as described herein is hereby offered and accepted effective upon signature of authorized officials and on the date indicated in Parts 3 and 4 above.

MISSOURI DEPARTMENT OF NATURAL RESOURCES

Department Director or Designee: Mark Templeton, Director	Signature 	Date MAR - 5 2010
---	---------------	----------------------

RECIPIENT ORGANIZATION:

Name and Title (typed): Commissioner Ken Pearson, Boone County	Signature 	Date 3-11-10
---	---------------	-----------------

144 -2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2d 0

In the County Commission of said county, on the 11th day of March 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 project number G10-EECBG-04-830407867 ARRA Wastewater and Water Treatment Efficiency grant for the period from 03/15/2010 to 08/31/2012 in the amount of \$128,052.00. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said contract.

Done this 11th day of March, 2010.

ATTEST:

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

Absent
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner
Acting Presiding Commissioner

Fund Statement - Recovery Act Grants - Reimb Fund 297 (Nonmajor)

	2009 Actual	2010 Budget	2010 Projected	2011 Budget
REVENUES:				
Property Taxes	\$ -	\$ -	\$ -	\$ -
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	136,479	350,103	325,957	221,301
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Interest	-	-	-	-
Hospital Lease	-	-	-	-
Other	-	-	-	-
Total Revenues	136,479	350,103	325,957	221,301
EXPENDITURES:				
Personal Services	108,696	246,622	235,136	100,296
Materials & Supplies	3,354	865	862	-
Dues Travel & Training	13,790	17,836	16,538	-
Utilities	348	732	696	360
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	-	-	-	-
Contractual Services	4,445	22,739	21,313	116,375
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	-	-	-	-
Fixed Asset Additions	5,737	52,056	51,412	-
Total Expenditures	136,370	340,850	325,957	217,031
REVENUES OVER (UNDER) EXPENDITURES	109	9,253	-	4,270
OTHER FINANCING SOURCES (USES):				
Transfer In	-	-	-	-
Transfer Out	-	-	-	-
Proceeds of Sale of Capital Assets/Insurance Claims/Capital Lease	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES (BUDGET BASIS)	109	9,253	-	4,270
FUND BALANCE (GAAP), beginning of year	-	109	109	109
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year	-	-	-	-
FUND BALANCE (GAAP), end of year	\$ 109	\$ 9,362	\$ 109	\$ 4,379
FUND BALANCE RESERVES AND DESIGNATIONS, end of year				
Reserved:				
Loan Receivable (Street NIDS/Levy District)	\$ -	\$ -	\$ -	\$ -
Prepaid Items/Security Deposits/Other Reserves	-	-	-	-
Debt Service/Restricted Assets	-	-	-	-
Prior Year Encumbrances	-	-	-	-
Designated:				
Capital Project and Other	-	-	-	-
Total Fund Balance Reserves and Designations, end of year	-	-	-	-
FUND BALANCE, end of year	109	9,362	109	4,379
FUND BALANCE RESERVES/DESIGNATIONS, end of year	-	-	-	-
UNRESERVED/UNDESIGNATED FUND BALANCE, end of year	\$ 109	\$ 9,362	\$ 109	\$ 4,379

1/5/2011

FY 2010
Budget Amendments/Revisions
BCRSD Energize Missouri Communities (2973)

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	12/30/2010	2973	3411 71250	BCRSD Energize MO BCRSD Energize MO	Federal Grant Reimbursement Federal Grant Payment to Subrecipient	14,751 14,751		Establish budget for 2010 Energize MO subgrant	

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

January Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 25th day of January 20 11

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

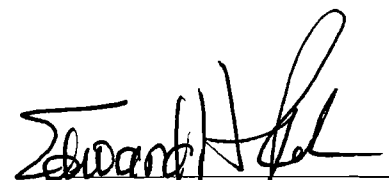
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to establish 2011 budget for Boone County Regional Sewer District Energize Missouri Communities Recovery Act subgrant for Energy Efficiency Upgrade Project:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2973	03411	BCRSD Energize MO	Federal Grant Reimb		113,301.00
2973	71250	BCRSD Energize MO	Fed Gnt Pmt to Subrec		113,301.00

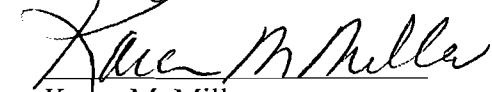
Done this 25th day of January, 2011.

ATTEST:

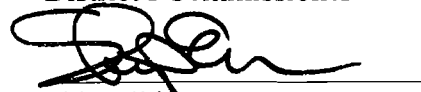

 Wendy S. Noren
 Clerk of the County Commission



Edward H. Robb
 Presiding Commissioner



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

REQUEST FOR BUDGET AMENDMENT

BOONE COUNTY, MISSOURI

To: County Clerk's Office
 Comm Order # 37-2011
 Return to Auditor's Office
 Please do not remove staple.

1/1/11

EFFECTIVE DATE

FOR AUDITORS USE

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
2	9	7	3	0	3	4	1	1	BCRSD Energize MO	Federal Grant Reimbur		113,301
2	9	7	3	7	1	2	5	0	BCRSD Energize MO	Fed Gnt Pmt to Subrec		113,301

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): **establish 2011 budget for Boone County Regional Sewer District Energize Missouri Communities Recovery Act subgrant for Energy Efficiency Upgrade Project**

FY2010 Portion 14,751
 FY2011 Portion 113,301

 Total Award 128,052

KP

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached. *agenda*
- Comments:

Auditor's Office

Edward H. ...
PRESIDING COMMISSIONER

Karen M. Miller
DISTRICT I COMMISSIONER

[Signature]
DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

144-2010



ENERGIZE MISSOURI COMMUNITIES

MISSOURI DEPARTMENT OF NATURAL RESOURCES



Missouri Department of Natural Resources, Division of Energy, 1101 Riverside Drive, P.O. Box 176, Jefferson City, MO 65102-0176

MISSOURI DEPARTMENT OF NATURAL RESOURCES - FINANCIAL ASSISTANCE AGREEMENT

Under the authority of the American Recovery and Reinvestment Act (ARRA) 2009 and subject to pertinent legislation, regulations and policies applicable to Grant DE-EE0000761

1. Recipient Name: Boone County/ Mr. Ken Pearson Recipient Title: Commissioner Address: Boone County 801 E Walnut, Rm. 245 Columbia, MO 65201-7732	2. Project Number: G10-EECBG-04-830407867
	3. Budget Period: March 15, 2010 - August 31, 2012
	4. Project Period: March 15, 2010 - August 31, 2012
5. Recipient Project Manager: Tom Ratermann Telephone No.: 573-443-2765	6. Type of Assistance (indicate by X) New Award <input checked="" type="checkbox"/> Amendment <input type="checkbox"/>
7. State Project Oversight: David L. Harrison, MDNR/DE Telephone No.: 573-751-7057	8. Amendment ID:
9. Project Title and Description: Boone County Regional Sewer District Energy Efficiency Upgrade Project	
10. Source of Funding/Year: ARRA/2009	

11. Project Funding:	Amount	Percent
Initial Award	\$ 128,052.00	71.44%
Initial Recipient Match	\$ 51,184.00	28.56%
Amended Award	\$	0.00%
Amended Recipient Match	\$	0.00%
TOTAL PROJECT COSTS	\$ 179,236.00	100.00%

2010 Exp. 128,052.00 +
reimbursed 14,751.00 -
113,301.00

12. Amendment (describe):

13. The recipient agrees to administer this agreement in accordance with:

a. All applicable federal and state regulations.	g. Suspension/Debarment (Sec. 4.2R)
b. Applicable program guidelines.	h. Certificate Regarding Lobbying (Sec. 4.2S)
c. Detailed Scope of Work (Sec. 1.1-1.4)	i. Publications (Sec. 4.2K)
d. Budget Plan (Sec. 2.1-2.3)	j. Invoice (Sec. 4.2A)
e. MDNR Terms and Conditions (Sec. 4.2)	k. MBE/WBE Utilization (Sec. 4.2U)
f. Special Terms and Conditions (Sec. 4.3)	l. Recipient application dated January 15, 2010.

14. The assistance as described herein is hereby offered and accepted effective upon signature of authorized officials and on the date indicated in Parts 3 and 4 above.

MISSOURI DEPARTMENT OF NATURAL RESOURCES

Department Director or Designee: Mark Templeton, Director	Signature 	Date MAR - 5 2010
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RECIPIENT ORGANIZATION:

Name and Title (typed): Commissioner Ken Pearson, Boone County	Signature 	Date 3-11-10
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REQUEST FOR BUDGET AMENDMENT

BOONE COUNTY, MISSOURI

12/1/10

EFFECTIVE DATE

FOR AUDITORS USE

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
2	9	7	3	0	3	4	1	1	BCRSD Energize MO	Federal Grant Reimbur		14,751
2	9	7	3	7	1	2	5	0	BCRSD Energize MO	Fed Gnt Pmt to Subrec		14 751

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): **establish 2010 budget for Boone County Regional Sewer District Energize Missouri Communities Recovery Act subgrant for Energy Efficiency Upgrade Project**

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments:

Auditor's Office

PRESIDING COMMISSIONER

DISTRICT I COMMISSIONER

DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
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CFDA 81.128

2973-71250

Leslie Oswald
sewer district

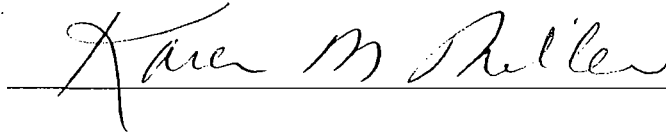
Loswith O bersd, com
443-2805

REIMBURSEMENT REQUEST FORM
PAGE 1. SUMMARY

Invoice Date: 24-Nov-10 Invoice Period: September 2010 to October 2010
 Subgrant #: G10-EECBG-04-830407867 Project Title: CRSD Energy Efficiency Upgrade Project
 Subgrantee Name: Boone County
 Address: 801 E. Walnut, Room 245
Columbiain MO 65201-7732

I certify to the best of my knowledge and belief the data below are correct, all outlays were made in accordance with the agreement, and the payment is due and has not been previously requested.

Signature of Authorized Official:



COST CATEGORY	CURRENT PERIOD EXPENSE	PRIOR REPORTED EXPENSE	CUMULATIVE GRANT EXPENSE	LINE ITEM BUDGETED AMOUNT
I. EQUIPMENT AND MATERIAL (Itemize on page 2)	\$0.00	\$0.00	\$0.00	\$0.00
II. DIRECT LABOR (Itemize on page 2)	\$14,750.33	\$0.00	\$14,750.33	\$0.00
III. ADMINISTRATIVE COSTS (Itemize on page 2)	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL EXPENSES FOR EMC REIMBURSEMENT	\$14,750.33	\$0.00	\$14,750.33	\$0.00

IV. LEVERAGED FUNDS PROVIDED BY SUBGRANTEE AND OTHER NON-EMC SOURCES	CURRENT PERIOD FUNDS LEVERAGED	PRIOR PERIOD FUNDS LEVERAGED	CUMULATIVE FUNDS LEVERAGED
	\$0.00	\$0.00	\$0.00

FOR STATE OFFICE USE ONLY:

Note: Documentation of all expenditures must be attached. A listing of required documentation is included with this form. You may only invoice for those line items that reflect a dollar amount on the grant Budget Document. Do not invoice for line items that show a zero amount on the grant Budget Document.

FOR STATE OFFICE USE ONLY:

MDNR/DE Approval Signature

Date

144-2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2010

In the County Commission of said county, on the 11th day of March 2010

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 project number G10-EECBG-04-830407867 ARRA Wastewater and Water Treatment Efficiency grant for the period from 03/15/2010 to 08/31/2012 in the amount of \$128,052.00. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said contract.

Done this 11th day of March, 2010.

ATTEST:

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

Absent
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner
Acting Presiding Commissioner

Fund Statement - Recovery Act Grants - Reimb Fund 297 (Nonmajor)

	2009 Actual	2010 Budget	2010 Projected	2011 Budget
REVENUES:				
Property Taxes	\$ -	\$ -	\$ -	\$ -
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	136,479	350,103	325,957	221,301
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Interest	-	-	-	-
Hospital Lease	-	-	-	-
Other	-	-	-	-
Total Revenues	136,479	350,103	325,957	221,301
EXPENDITURES:				
Personal Services	108,696	246,622	235,136	100,296
Materials & Supplies	3,354	865	862	-
Dues Travel & Training	13,790	17,836	16,538	-
Utilities	348	732	696	360
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	-	-	-	-
Contractual Services	4,445	22,739	21,313	116,375
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	-	-	-	-
Fixed Asset Additions	5,737	52,056	51,412	-
Total Expenditures	136,370	340,850	325,957	217,031
REVENUES OVER (UNDER) EXPENDITURES	109	9,253	-	4,270
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Transfer Out	-	-	-	-
Proceeds of Sale of Capital Assets/Insurance Claims/Capital Lease	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES (BUDGET BASIS)	109	9,253	-	4,270
FUND BALANCE (GAAP), beginning of year	-	109	109	109
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year	-	-	-	-
FUND BALANCE (GAAP), end of year	\$ 109	\$ 9,362	\$ 109	\$ 4,379
FUND BALANCE RESERVES AND DESIGNATIONS, end of year				
Reserved:				
Loan Receivable (Street NIDS/Levy District)	\$ -	\$ -	\$ -	\$ -
Prepaid Items/Security Deposits/Other Reserves	-	-	-	-
Debt Service/Restricted Assets	-	-	-	-
Prior Year Encumbrances	-	-	-	-
Designated:				
Capital Project and Other	-	-	-	-
Total Fund Balance Reserves and Designations, end of year	-	-	-	-
FUND BALANCE, end of year	109	9,362	109	4,379
FUND BALANCE RESERVES/DESIGNATIONS, end of year	-	-	-	-
UNRESERVED/UNDESIGNATED FUND BALANCE, end of year	\$ 109	\$ 9,362	\$ 109	\$ 4,379

1/5/2011

FY 2011
Budget Amendments/Revisions
BCRSD Energize Missouri Communities (2973)

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			71250	BCRSD Energize MO	Federal Grant Payment to Subrecipient	113,301		Establish budget for 2011 Energize MO subgrant	