/88 -2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI	April Session of	of the April Adj	ourned	10 Term. 20
County of Boone				
In the County Commission of said	county, on the	8 th	day of April	20 ¹⁰

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

Now on this day the County Commission of the County of Boone does hereby approve the application by Boone County, Missouri for the renewal of the Intensive Intervention Model Program Grant.

Done this 8th day of April, 2010.

ATTEST:

145

Wendy S. Noren Clerk of the County Commission

ne Kenneth M. Pearson

Renneth M. Pearson Presiding Commissioner

h. 110_ / are

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

MISSOURI DIVISION OF YOUTH SERVICES

			nily and Community and E Prior to Compl		int" Projects
🛛 Di	version Activity (General	Revenue)	🗌 Special Gang V	/iolence	Prevention (Gaming)
Type of A	pplication:	/ 🛛 Rei	newal (Continuation)		Revision
	Fircuit #: <u>13</u> Pr 705 East Walnut Street	oject Title: <u>Inte</u>	ensive Intervention M	odel Pro	ogram
City:		Zip: 65201		Phone:	573-886-4200
-	oordinator: Rick Gaines 705 East Walnut Street		Title: Juvenile Of	ficer	
	Columbia	Zip: 65201		Phone:	573-886-4200
	Authorized Official (Judg Boone County Courthou		Cary Augustine		
	Columbia	Zip: 65201		Phone:	573-886-4050
	Fiscal Officer: Kathy Llo Boone County Courthou		inistrator		
	Columbia	Zip: 65201		Phone:	573-886-4060

Based on the completed planning process and stated goals and strategies, identify the primary Program Focus of this project (check all that apply):

School & Education Support Programs	Counseling / Treatment Services
 Educational Services / Tutoring Recreational / After School Programs School / Court Liaison Truancy Prevention Day Treatment / Alternative School Suspension / Expulsion Alternative Job / Voc Training / Placement Other Family Support / Preservation	 Violence Prevention Substance Abuse Prevention Community Group Counseling Sex Offender Therapy Anger Management Prevention Education / Treatment Mental Health Services Mentoring / Advocacy Other
S Family Therapy	Supplemental Court Services / Supervision / Gang Prevention
 Parenting Skills Family Support / Preservation Family Mediation Other 	 Teen Court Drug Court Intensive Supervision / Electronic Monitoring Gang Education and Prevention
Restorative Justice	Gang Prevention / Intervention
 Restitution Program Victim Mediation Community Service Community Accountability Program 	Alternative Residential Placement
Other:	Purchased Residential Care (Foster/Shelter)

Missouri Division of Youth Services Face Sheet & Press Release Information

For "Youth, Family and Community JCD Grant" Recipients

The Division of Youth Services may announce your Youth, Family and Community JCD Grant to the media in your area. In order to assist us, please complete the following information in its entirety and submit with your application to the Division of Youth Services.

Judicial Circuit #: <u>13</u> Project Title: <u>Intensive Intervention Model Program</u>

List all the counties the project will serve:

1. Boone County	2.	3.
4.	5.	

Briefly describe the project in one paragraph. Describe what will be done and what is hoped to be accomplished.

Intensive Intervention Model Program represents an enhancement of services provided to high risk youth and their families. The Intensive Intervention Model Program is based on a team approach, which includes a family therapist, program assistant, and a deputy juvenile officer. It is believed that an approach that is more needs based and provides intervention and linkage to community resources will result in greater success.

Projected number of youth to be served by project: <u>40</u>

Brief description of targeted population:

The Intensive Intervention Model Program represents an enhancement of services provided to high risk youth, particularly those youth 13 to 16 years of age who most recently were participants in the Juvenile Officer's Intensive Supervision Program. Due to the increasing caseload size and differential needs of youth within this high risk population, it is believed that enhancement of the services being provided is critical in order to be successful in diverting these youth from out of home placement and to provide them skills and resources to be successful both as a youth and as an adult.

Name and position of court person media may contact for detailed information:

Name: Rick Gaines Phone: 573-886-4200	Fax: 573-886-40	Title: Juvenile Officer 30 Email: rick.gaines@courts.mo.gov
List all newspapers in area:		
Columbia Daily Tribune Columbia Missourian		Fireside Guard Boone County Journal
Senatorial District Number: District Senator: Kurt Scha		House District Number: 9,21,23,24,25 District Representative: Paul Quinn-9; Steve Hobbs-21; Stephen Webber-23; Chris Kelly- 24; Mary Still-25

Exhibit A

Projected number of participating COURT REFERRED youth served at level no more severe than INFORMAL SUPERVISION. Projected number of participating COURT REFERRED youth served at level no more severe than FORMAL SUPERVISION. Projected number of participating COURT REFERRED youth served who will require OUT OF HOME PLACEMENT OTHER THAN DYS. Projected number of participating COURT REFERRED youth served for which DYS COMMITMENT is anticipated.

Projected Number of Youth to be Served by this Project:

Referral plus Court Referral youth.

Law Violation and Status Offender Referrals Only:

Pre-Referral Youth Only

Projected number of ALL participating youth served by Proposal - i.e. Pre-

Projected number of GENERAL POPULATION youth to receive prevention/education activity services. (Youth names likely unknown)

NOTE: It is understood that services are fluid, and the level of intervention may be increased. For the purposes of the above, project the HIGHEST level of intervention that will be required.

These data elements are the same as used on the Mid-Year and Annual Reports.

Budget / Costs Summary:

Transfer the following information from Exhibit E-7 (Budget Summary and Outline – green cells)

Personnel Travel	\$ 15,243.24	Local Funds Committed	\$ O	0	%
Equipment Supplies		DYS FUNDS REQUESTED	<u>\$15,243.24</u>	100	_%
Contractual TOTAL	\$ 15,243.24				

AUTHORIZED OFFICIAL'S APPROVAL

Check box to verify this application has been reviewed and approved by the Applicant Authorized Official (Judge).

	2	10









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MISSOURI DIVISION OF YOUTH SERVICES

Application for "Youth, Family and Community JCD Grant" Project

NARRATIVE (Four Parts)

Type of Application:

PART I: DESCRIPTION OF PROBLEM

CIRCUIT / COMMUNITY PROFILE

and the strategy of the second

Use available data, and experiences of the court and the planning committee to briefly discuss the <u>most significant issues impacting Juvenile Justice</u> in your area:

Possible Data Sources:

- DYS Commitment Profile (attached),
- Juvenile Court Statistics,
- Kids_Count Missouri,
- <u>Missouri's Statistical Analysis</u> <u>Center</u>,
- Missouri Economic Research and Information Center,
- <u>School Data and Statistics (DESE)</u>
- Other sources

NOTE: Hyperlinks not active in this document. Use <u>File Document Directory</u> to directly link to resources.

Areas to consider in response:

Family: Health Care, Social and Economic Support, Neglect and Abuse, Parent Problems (Mental Health & Substance Abuse), Family Conflict and Disruption, Public Assistance, Teen Pregnancy, Other.

Community: Impoverished Neighborhoods, Alcohol / Substance Abuse, Crime Index, Violence, Unemployment, Recreational Opportunities, Other.

School: Attendance Rate, Dropout Rate, Discipline, School Violence, Graduation Rate, Other.

Other Factors: Other factors contributing to local juvenile delinquency issues not included above.

According to information produced by the University of Missouri Extension, Office of Social & Economic Data Analysis (OSEDA), Boone County is a progressive urban county located in the Central Region of the State. The two largest cities in the Central Region are Columbia and Jefferson City, with Columbia being located in Boone County. Between April 1, 2000, and July 1, 2008, Boone County, experienced a 14% increase in population going from 135,454 to the most recent 2008 U.S. Census Bureau County population estimate of 154,365. The population trends for Boone County continue to show an increase in population each year. Boone County is home to a significant number of minority populations, including African-American, Asian, Hispanic, and American Indian. According to the Missouri Department of Elementary and Secondary Education the 2009 high school drop out rate for the State of Misouri is 4.3%. Over the past five years, this figure has risen slightly from 3.5% in 2005. Similiar to the the State's reported drop out rate, Columbia Schools showed a slight increase in the drop out rate, from 3.4% in 2008 to 4.1% in 2009.

With Columbia being one of the two largest cities within the Central Region and the population continuing to increase for Boone County it is not surprising that the overall crime rate for Boone County also increased. According to the 2008 Crime in Missouri report which is produced by the Missouri State Highway Patrol, Statistical Analysis Center, the crime index rate for Boone County in 2008 was 3,840.3 per 100,000 in population which is an increase from 2007 where the crime index rate was 3,762.5 per 100,000 in population. The trend for Boone County is similar of that of the Statewide Crime Index Rate, which showed a 9.4% increase in the Crime Index Rate. Crime index offenses are those which include: rape, murder, robbery, aggravated assault, theft, motor vehicle theft, arson, and burglary. In order to get a better picture of crime in Boone County, data was reviewed which also came from the 2007 and 2008 Crime in Missouri report. In 2008, 246,987 Crime Index reports were made with Boone County contributing 2.4% of those offenses.

Resource Gaps: Briefly identify the primary resource gap(s) in your area that have the greatest impact on the above.

The primary resource gaps in Boone County are in the area of personnel within the Juvenile Office. There are not enough DJO's employed to adequately supervise the number of youth on probation.

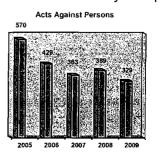
PROJECT DESCRIPTION

Identify the specific problem or need to be addressed by this project:

A major concern to the community is the youth referred for acts against persons. These crimes include murder/manslaughter, armed robbery, assault with a deadly weapon,

rape, child molestation, robbery, purse snatching, assault, and fighting. These crimes are the most serious offenses committed by juvenile offenders.

The corresponding graph shows a five-year referral summary of acts against persons. Of the 329 referrals received in 2009, 31 or 9% were for sexual acts and 286 or 87% were for first, second and third degree assaults. Within these two categories of offenses are the more serious



felonies (A and B felonies) which are more likely than not to result in a commitment to Division of Youth Services. Based on the Division of Youth Services Fiscal year 2009 data, 9.1% of the 13th Circuit's commitments were for these types of felonies.

Juveniles referred for acts against persons obviously present the highest risk to citizens of the community. Likewise, they are possible targets for recruitment and affiliation with gangs. The Juvenile Officer has taken steps to meet the needs of these juveniles and their families while at the same time protecting the community. In 2009, the Thirteenth Judicial Circuit Court – Juvenile Division implemented a change in its direct interaction with juvenile offenders by adopting an evidenced based philosophy of Cognitive Behavior Intervention (CBI). All staff were thoroughly trained in a series of training by nationally known experts in the field of CBI. CBI is based on an educational model and is scientifically supported. CBI teaches clients to use their intelligence, knowledge, energy, and resources to help solve their problems. The benefit of CBI is that it teaches juvenile offenders that we can change the way we think and then be able to change our behaviors. The primary groups offered to juvenile offenders with CBI philosophy include Thinking for a Change, Options to Anger, which is a program with the emphasis on substance abuse, and the Wings program, which is a program designed specifically for female offenders. Other programs include, but are not limited to: the Victim Impact Panel, Social Skills Group, Shoplifter Education Program, Drug and Alcohol Education Program, It's Your Life Program and the Teen Dating Violence Group. A Sexual Offender's Program is provided by staff of the Division of Youth Services to those juveniles adjudicated for having committed a sexual offense and are placed back at home under the jurisdiction of the Family Court of Boone. These programs were all designed to meet the needs of the youths at highest risk to recidivate and ultimately not be allowed to remain in the community and to be committed to the Division of Youth Services.

It has been determined that in addition to the intensive probationary approach developed as part of Intensive Supervision, that programming with a greater emphasis on treatment and community involvement needed to be developed. The increasing level of needs in this population of youths is evident from the number of youths on formal supervision whose needs score are within the highest level of need.

Between July 1, 1995, and March 1, 2010, 325 youths have been provided services through the Intensive Intervention Model Program. Of the 325 youths that participated in the Intensive Intervention Model Program, 126 youths (39%) have been committed to the Division of Youth Services with 186 youths (57%) being successful in the program. Between March 1, 2009, and March 1, 2010, 23 new youths were court ordered to participate in the Intensive Intervention Model Program. During the 2009 fiscal funding cycle, there were 30 total Intensive Intervention Model Program participants. In the need area of Family, all but 128 of the 325 youth participated in Family Therapy.

From its inception through December 31, 2004, the youths who have participated in the Intensive Intervention Model Program had Risk Scores which averaged 29.17. The Risk Score is an indicator of a youth's likelihood to recidivate, and a score of 26 places a youth in the highest category of risk. Those same youth's Need Scores averaged 20.93. A Needs Score of 26 or above places a youth in the highest category of need.

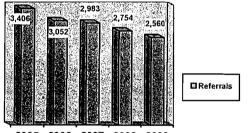
Beginning January 24, 2005, the 13th Judicial Circuit began using Missouri's state-wide

standard for Risk and Needs Scores. The new maximum Risk Score is 15. Those scoring 8 or above are considered to be at a high risk to recidivate. Of the new Intensive Intervention Model Participants tested with the new test, 19 youths (90%) were found to be at a high risk to recidivate and one youth (4%) were found to be at a moderate risk to recidivate. One of the primary issues with high risk youth is ensuring whereabouts and activities at all times and making contacts with the juveniles and their families at their homes. The Juvenile Officer has assumed the cost of the tracking program originally funded by a grant from the Division of Youth Services. This includes nightly curfew phone call-in for participants. This program does help ensure curfew compliance by these high risk youth, but more assistance is needed during the day to establish community contacts, ensure youths whereabouts and assist them in being involved in positive, goal oriented activities.

The Juvenile Officer has also assumed the cost of a program called Voice Verification. Voice Verification may be used as an interim consequence for those participants who might have a technical violation during any time of their participation in the Intensive Intervention Model Program.

Provide supporting statistical or descriptive information that emphasizes the extent of the problem or need. Identify the source of the documentation.

The Boone County Juvenile Office handles all referrals involving juvenile offenders with the exception of traffic offenses committed by juvenile offenders who are 15 ½ years of age and older. The corresponding graph shows a five year history of referrals to the Boone County Juvenile Office.



Acts against property are important offenses to be noted as they made up 21% of Boone County's

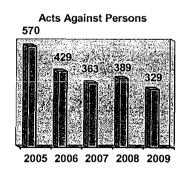
2005 2006 2007 2008 2009

referrals in 2009 and are significant in that they often contribute to the reasons for youth being committed to Division of Youth Services.

Of particular concern to the Juvenile Officer is the number of referrals received for crimes against persons. These crimes include murder/manslaughter, armed robbery, assault with a deadly weapon, rape, child molestation, robbery, purse snatching, assault and fighting. These crimes are the most serious offenses committed by juvenile offenders.

The corresponding graph shows a five-year referral summary of acts against persons. Of the 329 referrals received in 2009, 31 or 9% were for sexual acts and 286 or 87% were for first, second and third degree assaults.

Within these two categories of offenses are the more serious felonies (A and B felonies) which are more likely than not to result in a commitment to Division of Youth Services. Based on the Division of Youth Services Fiscal year 2009 data, 9.1% of the 13th Circuit's corrimitments were for these types of felonies.



Using your Circuit's DYS Commitment Profile (attached), and/or other available data, identify the patterns, trends and/or needs to describe how the youth targeted by this project are at risk of commitment to the Division of Youth Services.

The primary purpose of this grant would be to augment and enhance the services of the youth at highest risk, being provided supervision and community based rehabilitation. The majority of these youth would be participating in the Intensive Intervention Model Program. The Intensive Intervention Model Program emphasizes individual accountability and provides structure and supervision to the lives of each juvenile. One of the primary factors that leads to these youths getting into trouble and eventually becoming dangerous to others in the community is that they are allowed too much unstructured time and the parent(s) does not practice firm, caring and consistent discipline. These same factors make these juveniles prime targets for gang mernbership. In many respects, the Intensive Intervention Model Program has to assume the role of the parent. As the numbers of youths involved in this program has grown it has become more and more difficult to provide the discipline and structure that these youths need in order to become successful. Another factor that has hindered the progress of many of these youths is that even though they may be striving and making some changes and progress, the home environment is not undergoing any change. As an example, if a youth has responded favorably to the Intensive Intervention Model Program and the structure and discipline that it provided for him/her and they are successfully released, but the parent has not learned how to provide this structure and supervision, then the youth may yet recidivate and make community based service unrealistic.

If this is a NEW project, describe past efforts to address the problem or need. Identify the progress and the obstacles.

If this is a grant Renewal (Continuation) or Revision, describe the efforts that are working well toward addressing the problem or need.

A Family Therapist has been employed as part of the program. This position has been filled by a doctoral candidate and would continue to be filled with a graduate level student from the University of Missouri, Counseling and Psychology Department. The Family Therapist works with a maximum of ten youths and their families at any one time. The family therapy sessions primarily take place at the family home so as to involve all relevant parties in the process.

The Juvenile Officer has assigned a Deputy Juvenile Officer within the supervision unit to oversee and facilitate the Intensive Intervention Model Program. This individual, along with the Supervision Unit Supervisor ensures that the individuals hired in the Family Therapist and Program Assistant positions are qualified and trained on the policies and procedures of the program.

A senior Deputy Juvenile Officer is responsible for the direct supervision of the program. This officer provides direction and guidance to the team, as well as develops a schedule of contacts to be made by the Program Assistant and a weekly work schedule for the Program Assistant, which will vary depending on specific needs of the youths as well as program needs. Lastly, he/she assigns the Family Therapy cases after consulting with the Juvenile Officer.

If this is a grant Renewal (Continuation) or Revision, describe the challenges that remain toward addressing the problem or need.

Challenges remain with keeping youth in the community who are considered the most high risk youth and who have extensive histories of violating the law. These youth present ongoing challenges and risk to the community and require a higher level of intervention in order to monitor and to establish successful outcomes.

PART II: GOALS, SPECIFIC STRATEGIES / OBJECTIVES / EVALUATION

Based on the specific problem or need identified in Part I, list the Primary Goal(s) identified by the Planning Committee Members to address local needs and to divert youth from the Missouri Division of Youth Services (e.g. reduce truancy in the community; develop process to engage community in juvenile justice decision making; coordinate local services to reduce risk factors).

Goal 1: Maintain the number of juveniles committed to Division of Youth Services from Boone County to 40 or less.

Goal 2: Family Counseling Services will be provided to 20 different youth and their families.

Goal 3: 40 youth will be served in the needs based Intensive Intervention Model Program during the grant year.

Goal 4: 28 youths who receive services during the grant year will be diverted from Division of Youth Services.

List the strategies and/or services to be implemented to achieve the Primary Goal(s). Identify the Action Step(s) required to implement the strategy or to deliver the service and the approximate timeframe required. Include the person / position responsible for ensuring the action is complete.

Strategy or Service	Action Steps Required	Timeline	Person Responsible
1. Review all	1. Prior to recommending	Process	Rick Gaines
recommendations for	commitment to Division of	already in	
commitment to Division	Youth Services, each	place.	
of Youth Services and	juvenile will have written		
reject or accept each	pre-disposition assessment		
recommendation based	or certification report		
on: 1) safety to the	completed by a Deputy		
community; 2) Services	Juvenile Officer or		
provided to juvenile and	evaluator.		
whether or not any	2. In cases where a	Process	Rick Gaines

	a successful and the Division of	a lua a du tia	
other services could be	commitment to Division of	already in	
provided; 3) Age of	Youth Services is being	place.	
juvenile.	recommended, a copy of	ĺ	
	the report will be submitted		
	in advance to the Juvenile		
	Officer for review and		
	approval or rejection.		
	3. When possible and	Process	Rick Gaines
	provided the youth does not	already in	
	pose a safety issue to the	-	
		place.	
	community, the youth		
	should receive a stayed		
	commitment prior to being		
	committed to Division of		
	Youth Services.		
2. All youth placed in	1. Prior to a youth being	Process	DJO assigned to IIMP
the Intensive	court ordered into IIMP,	already in	caseload.
Intervention Model	they will first be screened	place.	
Program (IIMP) will	by the Deputy Juvenile	pracer	
receive intensive	Officer assigned to this		
	caseload.		
supervision.		Drasaa	DIO assisted to UMD
	2. Upon acceptance into	Process	DJO assigned to IIMP
	the program, the Deputy	already in	caseload.
	Juvenile Officer will meet	place.	
	with the youth and family		
	and go over the program		
	rules.		
	3. Youth will receive	Process	DJO assigned to IIMP
	ongoing supervision	already in	caseload.
	services from the Deputy	place.	
	Juvenile Officer, assigned	piaco.	
	Program Assistant and if		
	applicable, the assigned		
	Family Therapist.		
	4. Information will be kept	Process	DJO assigned to IIMP
	on the number of youth	already in	caseload.
· · · · · · · · · · · · · · · · · · ·	served in the program.	place.	
3. All youth referred to	1. Upon acceptance into the	Process	DJO assigned to IIMP
the IIMP program will	program, the Deputy	already in	caseload along with
be screened for the	Juvenile Officer will screen	place.	supervisor input.
need for family therapy.	the family for possible		
	participation in family		
	therapy.		
	2. Spreadsheet will be kept	Alroady in	DIO assigned the
		Already in	DJO assigned the
	which indicates whether or	place.	IIMP caseload.
	not the family is		
	participating in family		
	therapy.		

Describe any professional development needs for implementing this project. Include potential partnerships or resources for securing needed training.

All Family Therapists currently receive on-going training in a variety of areas pertaining to juvenile justice. This will continue to be provided through the Boone County Juvenile Office.

This project is based on:

Locally developed idea

Promising Practice developed by OJJDP Model Programs, Intensive Supervision

Evidence Based Practice developed by

Will this project have a measured impact on any of the following? Check all that apply.

\boxtimes	Juvenile Crime
\boxtimes	Juvenile Services
	Other

Farnilies Individual Youth Other

\boxtimes	С
	S

Community Safety Schools

Describe the impact that could occur for participating youth as a result of a successful implementation of this project.

Participating youth could remain in their homes and in the community as well as be referral free to the Juvenile Office once they have completed their probation period.

Describe the changes for families that could occur as a result of a successful implementation of this project.

Families could remain intact as well as could have more positive relationships with each other.

Describe the change(s) within the local community that could occur as a result of a successful implementation of this project.

The community could become a safer place to live with more productive youth residing in it.

Describe the change(s) within the local Juvenile Court System that could occur as a result of a successful implementation of this project?

The Juvenile Court System could see a reduction in referrals to the Juvenile Court.

What measures and documentation sources will be used to substantiate the impact on the areas described above? How frequently is it updated?

Measure	Source	Frequency of Updates
# of commitments to DYS per month.	Executive Summary Report	This document is updated monthly and yearly totals are
		kept.

# of youth who receive services under IIMP.	A spreadsheet is kept with the date the juvenile enters the program and the date the juvenile is terminated from the program. Information is also kept on whether the juvenle successfully completed the program or not; whether cornmitted to DYS; risk/needs scores; and whether or not the family participated in family therapy.	This spreadsheet is updated weekly and will continue to be maintained on a weekly basis.
# of subsequent referrals received while juvenile is on probation.	Data will be kept on subsequent referrals received while on probation.	This will be updated on a monthly basis.
# of juveniles on DJO caseloads.	Monthly a caseload report is run from our JIS system which tells you the number of youth on each DJO's caseload.	This report will continue to be run monthly and caseload adjustments will be made accordingly.

Briefly describe how the Planning Committee Members contributed to developing the mission, plan, design, implementation, evaluation plan and/or support for this project.

The planning members were instrumental in assisting with reporting the needs of youth served through the Boone Juvenile Office. Each planning member has a level of expertise which is instrumental in our planning development.

PART III: LOCAL RESOURCES AND SUPPORT / SUSTAINABILITY

List community collaborates who will participate in achieving the goals and strategies of the project and their role.

Community Partner	Role
Burrell Behavioral Health	Mental Health Service Provider, Substance Abuse
	Provider
Pathways	Substance Abuse Treatment Provider
Columbia Public Schools	Provides information on juveniles and allows for
	supervision meetings/contacts to occur at schools.
Columbia Police Department	Local law enforcement who reports referrals
University of Missouri School of	Provide Family Therapist Candidates
Psychology	

List additional resources that will be used to support the project (funds, in-kind, etc).

Resource Provider	Support Provided	Туре
None		

Diversion programming is subject to annual appropriation from the state legislature. How can this project be sustained beyond this funding cycle?

The funding of Family Therapist(s) and Program Assistant(s) would only be able to be sustained on the State level provided the number of FTE's that Boone County is determined to be in need of were funded. On the local level, the Juvenile Officer will make every effort to dedicate officers to specialized caseloads in the hopes of diverting youth from further court involvement as well as commitment to Division of Youth Services. With respect to commitments, the Juvenile Officer will continue to scrutinize all recommendations for commitment to Division of Youth Services.

Without funding for this project what will happen?

It is anticipated that without funding for this project, the number of youth committed to Division of Youth Services will be increasingly higher than past years. Further, it is anticipated that the number of youth having additional referrals to the Juvenile Office will increase.

PART IV: EMPLOYEE AND CONTRACTUAL PROVIDER RESPONSIBILITIES

Briefly describe below the primary roles, responsibilities and duties of persons to be employed under this proposal:

FTE	Working Ti	itle	Full Time /	Part Time	Deputi	zed?
80	Family Therapist		Full-time	Part-time	🗌 Yes	🛛 No
hrs						
per						
mth						
	ary Role, onsibilities and s	program assigne Intensiv assigne Model F youth a family h training high risk	n at the Universit d to provide in ho e Intervention Mo- d Deputy Juvenile Program to provide nd family. The the ome as needed at in order to better	y of Missouri-Col buse family therap del Program. Th e Officer that ov e a team approac erapist is respons nd to provide the deal with their chi ovides written and	in the clinical psyc lumbia. The Fam by to youth who part e therapist works of ersees the Intension to provide intension ible to meet with the parents with parent ldren who have be a verbal feedback of	ily Therapist is articipate in the directly with the ive Intervention sive services to he family at the t empowerment en identified as

FTE	Working Title		Working Title Full Time / Part Time		Deputized?
			Full-time	Part-time	Yes No
Prima	ary Role,				
Resp	onsibilities and				
Dutie	s				

FTE	Working Title	Full Time / Part Time	Deputized?
		Full-time Part-time	🗌 Yes 🔲 No
Primary	/ Role,		
Respor	nsibilities and		

Duties		 	 	 	

FTE	Working Title	Full Time / Part Time	Deputized?
		Full-time Part-time	🗌 Yes 🔲 No
Primary Respor Duties	/ Role, nsibilities and	and the second of the	

FTE	Working Title	Full Time / Part Time	Deputized?
		Full-time Part-time	Yes No
Primary	/ Role,		
Respor	sibilities and		
Duties			

FTE	Working Title	Full Time / Part Time	Deputized?
		Full-time Part-time	🗌 Yes 🛄 No
Primary	/ Role,		
Respor	sibilities and		
Duties			

FTE	Working Title	Full Time /	Part Time	Deputized?
		🔲 Full-time	Part-time	Yes No
Primary	/ Role,			
Respon	sibilities and			
Duties				

Briefly describe below the primary roles, expectations and services of any contractual providers to be utilized under this proposal:

CHECK IF NO CONTRACTUAL SERVICES

· · · · · · · ·

NOTE: CONTRACT DATA (FORM MO 886-2647) must be completed for each individual or entity providing contractual services under this agreement.

Type of Contractual Service	Contact with Youth?	Licensing /Certification Required
	Yes No	Yes No
Primary Role,		
Expectation and / or		
Service		

Type of Contractual Service		Contact with Youth?	Licensing /Certification Required
		🗌 Yes 🗌 No	🗌 Yes 📃 No
Primary Role,			
Expectation and / or			
Service			

Exhibit B

Type of Contractual Service	Contact with Youth?	Licensing /Certification Required
	🗌 Yes 🗌 No	Yes No
Primary Role,		
Expectation and / or		
Service		

Type of Contractual Service	Contact with Youth?	Licensing /Certification Required
	🗌 Yes 🛄 No	Yes No
Primary Role,		
Expectation and / or		
Service		

Type of Contractual Service	Contact with Youth?	Licensing /Certification Required
	Yes No	Yes No
Primary Role,		
Expectation and / or		
Service		

P	LANNING COMMITTEE MEN	MBERS
Name	Address / Phone	Occupation
	Line 1: 3913 Dublin Court	
Robert Perry	Line 2:	Citizen
	City: Columbia, MO 65203	
	Line 1: 5665 North Roger	
Pete Schmersahl	Wilson Memorial Drive	Superintendent of Robert L.
	Line 2:	Perry Juvenile Justice
	City: Columbia, MO 65202	Center
	Line 1: 6440 South West	
Ron Higginbotham	Way Street	University of Missouri
	Line 2:	Extension Office
	City: Columbia, MO 65203	
	Line 1: Columbia Police	
Maurice Tapp	Department	Juvenile Detective
	Line 2: 600 East Walnut	
	City: Columbia, MO 65201	
	Line 1: Columbia Police	
Eric White	Department	Police Sergeant
	Line 2: 600 East Walnut	
	City: Columbia, MO 65201	
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CERTIFICATION OF SPENDING LEVEL

We certify that expenditures for juvenile services in <u>13th</u> Circuit for year beginning <u> $\frac{1}{109}$ </u> and ending <u> $\frac{12}{31}{09}$ </u> are at least as great as in the preceding year.

If a reduced expenditure is made in juvenile services, an explanation shall be attached showing that these reductions are necessary.

List in chronological order actual expenditure for juvenile services for the past three (3) years.

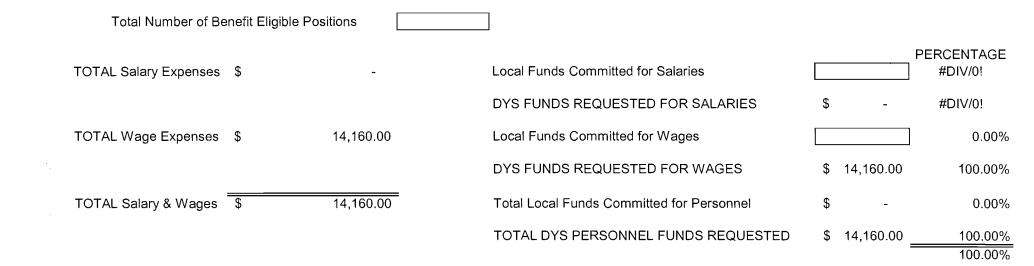
YEAR	EXPENDITURE				
2007	\$ <u>506,548*</u>				
2008	\$ <u>488,004*</u>				
2009	\$ 471,808				

* It should be noted that the expenditure amount reported on the grant application for 2007 inadvertently included a position for the Drug Court Reintegration Grant. Further, reduction in expenditures for both 2007 and 2008 is primarily due to the loss of our Victim Advocate grant funding and decrease in overall budget requests.

As required by RSMo 211.393.6, briefly describe how "Maintenance of Effort" funds will be used within the Juvenile Court Circuit.

Check box to verify the Certification of Spending Level has been reviewed and approved by the Applicant Fiscal Officer.

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i0/∧I □ #		7	Local Funds Committed	for each individual or entity providing
_				<u>MO 886-2647) must be completed</u>
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PERCENTAGE				

YOUTH, FAMILY AND COMMUNITY SUPPORT GRANT

BUDGET SUMMARY AND OUTLINE

Judicial Circuit #: 13		Project Title:	ntensive Inte	rvention Model	Program	
Contract Number: ERO	172-277			State F	iscal Year:	2011
BUDGET SUMMARY:						
Budgeted Ex	penditures	Local F Comm			S FUNDS QUESTED	
Salaries	<u>ዮ</u>	¢		¢		
Wages	\$ - \$ 14,160.00	\$ \$	-	\$ \$	- 14,160.00	
Fringe	\$ 1,083.24	\$	-	\$	1,083.24	
Total Personnel	\$ 15,243.24	\$	-	\$	15,243.24	
Travel	\$-	\$	-	\$	-	
Equipment	\$-	\$	-	\$	-	
Supplies	\$ -	\$	-	\$	-	
Contractual		<u> </u>	-	<u>\$</u>		
TOTAL	\$ 15,243.24	\$ 0.00		\$	15,243.24	
BUDGET DETAIL:		0.00	//			
	Budgeted			Requeste	ed	Approved
Funding Category	Expenditure	Local Com	mitment	Funding		Funding
Salary Expenses	\$ -	\$	-	\$	-	
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EXHIBIT E-7

189 -2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI	April Sessic	on of the April Adjo	ourned	10 Term. 20
County of Boone				
In the County Commission o	f said county, on the	8 th	day of April	20 ¹⁰

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

Now on this day the County Commission of the County of Boone does hereby approve the application by Boone County, Missouri for the renewal of the Probation Services Enhancement Grant.

Done this 8th day of April, 2010.

ATTEST:

orenes

Wendy S. Noren Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

miller

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

MISSOURI DIVISION OF YOUTH SERVICES

Executive Summary for "Youth, Family and Community JCD Grant" Projects Complete Exhibits B and E Prior to Completing

🖂 Di	version Activity (General	Revenue) Special Gang	Violence Prevention (Gaming)		
Type of A	pplication:	v 🛛 Renewal (Continuation)		
	ircuit #: <u>13</u> Pr 705 East Walnut Street	roject Title: Probation Services Ent	nancement		
City:	Columbia	Zip: 65201	Phone: 573-886-4200		
	oordinator: Rick Gaines 705 East Walnut Street	Title: Juvenile C	Officer		
	Columbia	Zip: 65201	Phone: 573-886-4200		
Applicant Authorized Official (Judge): Honorable Cary Augustine Address: Boone County Courthouse					
City:	Columbia	Zip: 65201	Phone: 573-886-4050		
	Fiscal Officer: Kathy Llo Boone County Courthou	-			
City:	Columbia	Zip: 65201	Phone: 573-886-4060		

Based on the completed planning process and stated goals and strategies, identify the primary Program Focus of this project (check all that apply):

School & Education Support Programs	Counseling / Treatment Services
 Educational Services / Tutoring Recreational / After School Programs School / Court Liaison Truancy Prevention Day Treatment / Alternative School Suspension / Expulsion Alternative Job / Voc Training / Placement 	 Violence Prevention Substance Abuse Prevention Community Group Counseling Sex Offender Therapy Anger Management Prevention Education / Treatment Mental Health Services
Other Family Support / Preservation	 Mentoring / Advocacy Other
Failing Support / Freservation	Supplemental Court Services / Supervision / Gang
Family Therapy Parenting Skills	Prevention
 Family Support / Preservation Family Mediation Other 	 Teen Court Drug Court Intensive Supervision / Electronic Monitoring Gang Education and Prevention
Restorative Justice	Gang Prevention / Intervention Other Probation Services
 Restitution Program Victim Mediation Community Service 	Alternative Residential Placement
Community Accountability Program Other:	 Alternative Residential Placement Purchased Residential Care (Foster/Shelter)

Missouri Division of Youth Services Face Sheet & Press Release Information

For "Youth, Family and Community JCD Grant" Recipients

The Division of Youth Services may announce your Youth, Family and Community JCD Grant to the media in your area. In order to assist us, please complete the following information in its entirety and submit with your application to the Division of Youth Services.

Judicial Circuit #: <u>13</u> Project Title: <u>Probation Services Enhancement</u>

List all the counties the project will serve:

1. Boone 2. 3.

Briefly describe the project in one paragraph. Describe what will be done and what is hoped to be accomplished.

We are requesting funding for two deputy juvenile officer positions and if funded, the Juverile Officer will commit to assigning two officers specialized caseloads for the purpose of enhancing probation services. It is believed that with these specialized caseloads we will be more successful at diverting out of home placement or commitment to Division of Youth Services.

Projected number of youth to be served by project: 100

Brief description of targeted population:

The targeted population to be served under this grant are high risk offenders as well as moderate risk offenders with noted need areas in mental health treatment and substance abuse issues. Based on the DYS fiscal year 2008 and 2009 data, in fiscal year 2008 55.2% of youth had a history of prior mental health services and 62.1% had a history of prior substance abuse involvement. In the 2009 fiscal year report, 63.6% had mental health issues and 68.2% had prior substance abuse involvement. Another factor is the number of commitments to DYS for serious offenses which constitute A and B felonies. In 2008, 10.3% of the commitment were for these types of felonies and in 2009, 9.1% were for A and B felonies. Other commitment data showed that in fiscal year 2008, 41.4% of commitments were for less serious felonies and in 2009, this number decreased to 36.4%.

Name and position of court person media may contact for detailed information:

Name: Rick Gaines Phone: 573-886-4200	Fax: 573-886-4030	Title: Juvenile Officer Email: rick.gaines@courts.mo.gov
List all newspapers in area	:	
Columbia Daily Tribune Columbia Missourian		e Guard County Journal

Senatorial District Number: 19 District Senator: Kurt Schaefer House District Number: 9,21,23,24,25 District Representative: Paul Quinn-9; Steve Hobbs-21; Stephen Webber-23; Chris Kelly-24; Mary Still-25

Exhibit A

100

Projected Number	of Youth to	be Served b	y this Project:	
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Projected number of ALL participating youth served by Proposal – i.e. Pre-Referral plus Court Referral youth.

Pre-Referral Youth Only

Projected number of GENERAL POPULATION youth to receive prevention/education activity services. (Youth names likely unknown)

Law Violation and Status Offender Referrals Only:

Projected number of participating COURT REFERRED youth served at level no more severe than INFORMAL SUPERVISION.

Projected number of participating COURT REFERRED youth served at level no more severe than FORMAL SUPERVISION.

Projected number of participating COURT REFERRED youth served who will require OUT OF HOME PLACEMENT OTHER THAN DYS.

Projected number of participating COURT REFERRED youth served for which DYS COMMITMENT is anticipated.

NOTE: It is understood that services are fluid, and the level of intervention may be increased. For the purposes of the above, project the HIGHEST level of intervention that will be required.

These data elements are the same as used on the Mid-Year and Annual Reports.

Budget / Costs Summary:

Transfer the following information from Exhibit E-7 (Budget Summary and Outline – green cells)

Personnel Travel	\$82,569.00	Local Funds Committed	\$0	0 %
Equipment Supplies		DYS FUNDS REQUESTED	<u>\$82,569.00</u>	<u> 100 </u> %
Contractual				
TOTAL	\$82,569.00			

AUTHORIZED OFFICIAL'S APPROVAL

Check box to verify this application has been reviewed and approved by the Applicant Authorized Official (Judge).

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MISSOURI DIVISION OF YOUTH SERVICES

Application for "Youth, Family and Community JCD Grant" Project

NARRATIVE (Four Parts)

Type of Application: 🗌 New 🖾 Renewal (Continuation) 🗌 Revision

PART I: DESCRIPTION OF PROBLEM

CIRCUIT / COMMUNITY PROFILE

Use available data, and experiences of the court and the planning committee to briefly discuss the <u>most significant issues impacting Juvenile Justice</u> in your area:

Possible Data Sources:

- DYS Commitment Profile (attached),
- Juvenile Court Statistics,
- Kids Count Missouri,
- <u>Missouri's Statistical Analysis</u> <u>Center</u>,
- <u>Missouri Economic Research and</u> <u>Information Center</u>,
- School Data and Statistics (DESE)
- Other sources

NOTE: Hyperlinks not active in this document. Use <u>File Document Directory</u> to directly link to resources.

Areas to consider in response:

Family: Health Care, Social and Economic Support, Neglect and Abuse, Parent Problems (Mental Health & Substance Abuse), Family Conflict and Disruption, Public Assistance, Teen Pregnancy, Other.

Community: Impoverished Neighborhoods, Alcohol / Substance Abuse, Crime Index, Violence, Unemployment, Recreational Opportunities, Other.

School: Attendance Rate, Dropout Rate, Discipline, School Violence, Graduation Rate, Other.

Other Factors: Other factors contributing to local juvenile delinquency issues not included above.

According to information produced by the University of Missouri Extension, Office of Social & Economic Data Analysis (OSEDA), Boone County is a progressive urban county located in the Central Region of the State. The two largest cities in the Central Region are Columbia and Jefferson City, with Columbia being located in

Boone County. Between April 1, 2000, and July 1, 2008, Boone County, experienced a 14% increase in population going from 135,454 to the most recent 2008 U.S. Census Bureau County population estimate of 154,365. The population trends for Boone County continue to show an increase in population each year. Boone County is home to a significant number of minority populations, including African-American, Asian, Hispanic, and American Indian. According to the Missouri Department of Elementary and Secondary Education the 2009 high school drop out rate for the State of Misouri is 4.3%. Over the past five years, this figure has risen slightly from 3.5% in 2005. Similar to the the State's reported drop out rate, Columbia Schools showed a slight increase in the drop out rate, from 3.4% in 2008 to 4.1% in 2009.

With Columbia being one of the two largest cities within the Central Region and the population continuing to increase for Boone County it is not surprising that the overall crime rate for Boone County also increased. According to the 2008 Crime in Missouri report which is produced by the Missouri State Highway Patrol, Statistical Analysis Center, the crime index rate for Boone County in 2008 was 3,840.3 per 100,000 in population which is an increase from 2007 where the crime index rate was 3,762.5 per 100,000 in population. The trend for Boone County is similar of that of the Statewide Crime Index Rate, which showed a 9.4% increase in the Crime Index Rate. Crime index offenses are those which include: rape, murder, robbery, aggravated assault, theft, motor vehicle theft, arson, and burglary. In order to get a better picture of crime in Boone County, data was reviewed which also came from the 2007 and 2008 Crime in Missouri report. In 2008, 246,987 Crime Index reports were made with Boone County contributing 2.4% of those offenses.

Resource Gaps: Briefly identify the primary resource gap(s) in your area that have the greatest impact on the above.

The primary resource gaps in Boone County are in the area of personnel within the Juvenile Office. There are not enough DJO's employed to adequately supervise the number of youth on probation.

PROJECT DESCRIPTION

Identify the <u>specific problem or need</u> to be addressed by this project:

Probation services consist of a variety of probation-oriented programs, including traditional probation; intensive supervision and school-based probation. Traditional probation is a common disposition in most referrals to the Juvenile Office. According to the OJJDP Model Programs Guide, "probation is known as the cornerstone of the juvenile justice system because juvenile probation officers have contact with virtually every case that enters the system with responsibilities ranging from screening cases to the supervision of cases". Also noted in the OJJDP Model Program Guide, the biggest reason that probation fails for youth is due to heavy caseloads on probation officers which only allow them to provide "superficial instructions" and "infrequent contacts".

The 13th Circuit Family Court has been and continues to be fundamentally grounded in the concept of community and family based probation services for youth under supervision of the Juvenile Officer. The Boone County Juvenile Office currently has eight deputy juvenile officers who are assigned to the supervision unit. These officers are responsible for providing informal and formal supervision to approximately 255 youth among other assigned tasks. The officer assigned to the Intensive Supervision caseload has a maximum caseload of 20, this leaves the remaining seven officers to manage approximately 235 cases making the average caseload 34. The Juvenile Officer believes this is a manageable number for caseloads and would like to maintain this average or at a minimum keep current caseloads under 45. Without the continued funding of two deputy juvenile officers this caseload size would increase to an average of 47 or higher depending upon the number of referrals received. If caseloads increase, the likely consequence will be an increase in the number of commitments to the Division of Youth Services.

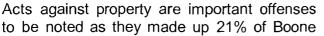
If two deputy juvenile officer positions are funded, the Juvenile Officer will commit to assigning two officers specialized caseloads for the purpose of enhancing probation services. One deputy juvenile officer will be responsible for working with high risk offenders who are in the Intensive Intervention Model Program and further will be responsible for leading the intensive supervision team which consists of a part-time program assistant as well as a family therapist funds for which are also being requested through the JCD grant. The Intensive Intervention Model Program involves a team approach to working with youth. The target population is 13-16 year old juveniles who have committed serious offenses. The IIMP approach is more needs based and provides intervention and linkage to community resources. It is believed that this approach will have a greater success rate of diverting out of home placement or commitment to Division of Youth Services.

A second deputy juvenile officer will be assigned a caseload that is made up of moderate risk offenders who have significant needs in the area of mental health and substance abuse. Moderate risk offenders often are overlooked because they fall in the middle of the risk groups and are at significant risk of becoming high risk offenders which subsequently puts them in the category of being at risk for commitment to Division of Youth Services. High risk offenders are usually targeted for intensive services and low risk offenders are often targeted for prevention services such as Teen Courts, Community Justice Boards, etc. If funded, the caseload size for this officer will be kept to a maximum of 30. Currently moderate risk offenders are seen on an average of two times per month. Moderate risk offenders who are assigned to this officer will be met with on a weekly basis and will also participate in bi- weekly group sessions that focus on need areas. Based on Boone County's data profile of commitments in fiscal year 2008, 55.2% of youth had a history of prior mental health services and in fiscal year 2009, 63.6% of youth had a history of prior mental health services. To address mental health issues, youth in this targeted group will be referred to Burrell Behavioral Center for targeted case management services. lf assigned targeted case management services, the officer will maintain bi-monthly contact with the targeted case manager so that mental health concerns can be addressed on an ongoing basis. Another significant need area based on fiscal year 2008 commitment data, 62.1% had a history of prior substance abuse involvement and in 2009, 68.2% had a history of prior substance abuse involvement. This is a significantly high number. In order to address substance abuse issues with this targeted group, random drug testing will occur as well as participation in out-patient substance abuse treatment will be required. The biweekly groups will also focus on what triggers youth to use drugs and alcohol as well as how to avoid high risk situations that might cause you to relapse. In addition, groups will focus on behavioral techniques that will aid them in controlling their mental health issues, having healthy relationships, etc. By funding this position, a moderate risk group of juveniles will have increased contact than what they normally would on an average deputy juvenile officer's caseload. They will also have the benefit of meeting in a group setting for the purpose of addressing problem/need areas. Finally, this targeted population will have mental health and substance abuse needs met which past DYS commitment data has indicated as a significant need area for youth who have previously been committed to DYS.

It should be noted that the two officers assigned to these caseloads will not necessarily be the officers funded under this grant, but by funding two positions two seasoned officers can be freed up to work with this at risk population. It would not be beneficial to hire brand new inexperienced officers to work with these populations.

Provide supporting statistical or descriptive information that emphasizes the extent of the problem or need. Identify the source of the documentation.

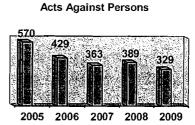
The Boone County Juvenile Office handles all referrals involving juvenile offenders with the exception of traffic offenses committed by juvenile offenders who are 15 ½ years of age and older. The corresponding graph shows a five year history of referrals to the Boone County Juvenile Office.



County's referrals in 2009 and are significant in that they often contribute to the reasons for youth being committed to Division of Youth Services.

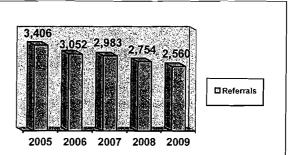
Of particular concern to the Juvenile Officer is the number of referrals received for crimes against persons. These crimes include murder/manslaughter, armed robbery, assault with a deadly weapon, rape, child molestation, robbery, purse snatching, assault and fighting. These crimes are the most serious offenses committed by juvenile offenders.

The corresponding graph shows a five-year referral summary of acts against persons. Of the 329 referrals received in 2009, 31 or 9% were for sexual acts and 286 or 87% were for first, second and third degree assaults.



Within these two categories of offenses are the

more serious felonies (A and B felonies) which are more likely than not to result in a commitment to Division of Youth Services. Based on the Division of Youth Services Fiscal year 2009 data, 9.1% of the 13th Circuit's commitments were for these types of felonies.



Using your Circuit's DYS Commitment Profile (attached), and/or other available data, identify the patterns, trends and/or needs to describe how the youth targeted by this project are at risk of commitment to the Division of Youth Services.

The targeted population to be served under this grant are high risk offenders as well as moderate risk offenders with noted need areas in mental health treatment and substance abuse issues. Based on the DYS fiscal year 2008 and 2009 data, in fiscal year 2008, 55.2% of youth had a history of prior mental health services and 62.1% had a history of prior substance abuse involvement. In the 2009 fiscal year report, 63.6% had mental health issues and 68.2% had prior substance abuse involvement. Another factor is the number of commitments to DYS for serious offenses which constitute A and B felonies. In 2008, 10.3% of the commitments were for these types of felonies and in 2009, 9.1% were for A and B felonies. Other commitment data showed that in fiscal year 2008, 41.4% of commitments were for less serious felonies and in 2009, this number decreased to 36.4%.

If this is a NEW project, describe past efforts to address the problem or need. Identify the progress and the obstacles.

If this is a grant Renewal (Continuation) or Revision, describe the efforts that are working well toward addressing the problem or need.

Due to funding from the Division of Youth Services Juvenile Diversion grant, the Boone County Juvenile Office has managed to keep the number of commitments to a constant number. Of notable interest and due largely in part to having received diversion grant funds, the Juvenile Office has reduced the number of commitments by 24% from fiscal year 2008 to 2009. Previously, grant funds have funded two deputy juvenile officers who provide supervision services to youth and their families that otherwise might be committed to the Division of Youth Services. By funding two deputy juvenile officers this has allowed the Boone County Juvenile Office to keep the average caseload size to fewer than 45. Prior to grant funds having been received the average caseload size was 51.

Funding for the Probation Enhancement Services Program was received in fiscal year 2009. During that funding period services were provided to 144 youth. Of these youth served, 29 were referred for mental health services and 74 received substance abuse treatment. Of the youth receiving services, 41 were released successfully; 12 were committed to Division of Youth Services; 3 were released unsuccessfully; and finally, 88 remain under supervision with 5 pending court action. Throughout the course of the previous grant funding cycles, approximately 1,930 youth and their families have been provided services.

If this is a grant Renewal (Continuation) or Revision, describe the challenges that remain toward addressing the problem or need.

Challenges remain with keeping manageable caseloads. This is due largely in part by not being able to predict the number of referrals that come in that will require some level of formal or informal probation. Further, seriousness of offenses are also difficult to predict and these are generally ones that will cause a commitment to Division of Youth Services without much prior involvement with the Court.

PART II: GOALS, SPECIFIC STRATEGIES / OBJECTIVES / EVALUATION

Based on the specific problem or need identified in Part I, list the Primary Goal(s) identified by the Planning Committee Members to address local needs and to divert youth from the Missouri Division of Youth Services (e.g. reduce truancy in the community; develop process to engage community in juvenile justice decision making; coordinate local services to reduce risk factors).

Goal 1: Maintain the number of juveniles committed to Division of Youth Services from Boone County to 40 or less.

Goal 2: Provide intensive supervision services to at least 40 youth.

Goal 3: At least 80% of moderate risk participants will receive mental health or substance abuse treatment services.

Goal 4: At least 70% of all participants will have no subsequent referrals to the Juvenle Office while on probation.

Goal 5: Keep the average deputy juvenile officer caseload size to under 45.

List the strategies and/or services to be implemented to achieve the Primary Goal(s). Identify the Action Step(s) required to implement the strategy or to deliver the service and the approximate timeframe required. Include the person / position responsible for ensuring the action is complete.

Strategy or Service	Action Steps Required	Timeline	Person Responsible
1. Review all	1. Prior to recommending	Process	Rick Gaines
recommendations for	commitment to Division of	already in	
commitment to Division	Youth Services, each	place.	
of Youth Services and	juvenile will have written		
reject or accept each	pre-disposition assessment		
recommendation based	or certification report		
on: 1) safety to the	completed by a deputy		
community; 2) Services	juvenile officer or evaluator.		
provided to juvenile and	2. In cases where a	Process	Rick Gaines
whether or not any	commitment to Division of	already in	
other services could be	Youth Services is being	place.	
provided; 3) Age of	recommended, a copy of		
juvenile.	the report will be submitted		
	in advance to the Juvenile		
	Officer for review and		
	approval or rejection.		

	3. When possible and provided the youth does not pose a safety issue to the community, the youth should receive a stayed commitment prior to being committed to Division of Youth Services.	Process already in place.	Rick Gaines
2. All youth placed in the Intensive Intervention Model Program (IIMP) will receive intensive supervision.	1. Prior to a youth being court ordered into IIMP, they will first be screened by the deputy juvenile officer assigned to this caseload.	Process already in place.	DJO assigned to IIMP caseload.
	2. Upon acceptance into the program, the deputy juvenile officer will meet with the youth and family and go over the program rules.	Process already in place.	DJO assigned to IIMP caseload.
	3. Youth will receive ongoing supervision services from the deputy juvenile officer, assigned program assistant and if applicable, the assigned family therapist.	Process already in place.	DJO assigned to IIMP caseload.
	4. Information will be kept on the number of youth served in the program.	Process already in place.	DJO assigned to IIMP caseload.
3. Referrals will be made for mental health and substance abuse treatment.	1. Based on risk/needs assessments, up to 30 juveniles will be assigned to the Moderate Risk caseload.	Process already in place.	Rick Gaines
	 If youth score 2 or higher on the needs assessment, they will be referred for mental health and substance abuse services. 	Process already in place.	DJO assigned to Moderate Risk caseload.
	 Ongoing contact will be maintained with the mental health/substance abuse service provider	Process already in place.	DJO assigned to Moderate Risk Caseload.
4. Additional referrals to the Court while on probation will hopefully	 Both DJO's assigned to these specialized caseloads will ensure that they have 	Process already in place.	DJO's assigned to specialized caseloads.

be diverted by providing	the designated number of				
intensive supervision to	contacts with juveniles on	-			
high risk and moderate	their caseload.				
risk offenders.	2. Services will be provided	Process	DJO's assigned to		
	by each officer that will	already in	specialized		
	address the needs of the	place.	caseloads.		
	juvenile.				
	3. A spreadsheet of all	Process	DJO's assigned to		
	participants will be kept that	already in	specialized		
	also documents any	place.	caseloads.		
	subsequent referrals while	•			
	on probation.				
5. The average DJO	1. Monthly DJO caseload	Already in	Rick Gaines		
caseload will be kept to	reports will be run to review	place.			
a manageable level of	the number of juveniles	1			
45 or less.	assigned to each person's				
	caseload.				
	2. If an officer's caseload	Already in	Rick Gaines		
	exceeds 45, adjustments	place.			
	will be made in order to	P			
	keep all caseloads to under				
	45.				
	3.				
	<u></u>				

Describe any professional development needs for implementing this project. Include potential partnerships or resources for securing needed training.

All deputy juvenile officers currently receive on-going training in a variety of areas pertaining to juvenile justice. This will continue to be provided through the Boone County Juvenile Office training budget.

This project is based on:

☑ Locally developed idea	
Promising Practice developed by OJJDP Model Programs, Intensive Supervision	
Evidence Based Practice developed by	

Will this project have a measured impact on any of the following? Check all that apply.

Juvenile Crime

M **Juvenile Services** Other

Families

Individual Youth Other

Community Safety Schools

Describe the impact that could occur for participating youth as a result of a successful implementation of this project.

Participating youth could remain in their homes and in the community as well as be referral free to the Juvenile Office once they have completed their probation period.

Describe the changes for families that could occur as a result of a successful implementation of this project.

Families could remain intact as well as could have more positive relationships with each other.

Describe the change(s) within the local community that could occur as a result of a successful implementation of this project.

The community could become a safer place to live with more productive youth residing in it.

Describe the change(s) within the local Juvenile Court System that could occur as a result of a successful implementation of this project?

The Juvenile Court System could see a reduction in referrals to the Juvenile Court.

What measures and documentation sources will be used to substantiate the impact on the areas described above? How frequently is it updated?

Measure	Source	Frequency of Updates
# of commitments to DYS per month.	Executive Summary Report	This document is updated monthly and yearly totals are kept.
# of youth who receive services under IIMP.	A spreadsheet is kept with the date the juvenile enters the program and the date the juvenile is terminated from the program. Information is also kept on whether the juvenle successfully completed the program or not.	This spreadsheet is updated weekly and will continue to be maintained on a weekly basis.
# of youth referred for mental health or substance abuse treatment/services.	A spreadsheet will be kept with the date the juvenile enters the program and the needs score for mental health and substance abuse. Documentation will also be kept on the spreadsheet showing the date a referral was made for services and whether or not the juvenile is	This spreadsheet will be updated on a weekly basis and will be submitted to a supervisor on a monthly basis.

	receiving services. Once services are being received, documentation will be kept on the frequency of contact with the treatment provider.	
# of subsequent referrals received while juvenile is on probation.	In both of the aforementioned spreadsheets, data will be kept on any subsequent referrals received while on probation.	This will be updated on a monthly basis.
# of juveniles on DJO caseloads.	Monthly a caseload report is run from our JIS system which tells you the number of youth on each DJO's caseload.	This report will continue to be run monthly and caseload adjustments will be made accordingly.

Briefly describe how the Planning Committee Members contributed to developing the mission, plan, design, implementation, evaluation plan and/or support for this project.

The planning members were instrumental in assisting with reporting the needs of youth served through the Boone Juvenile Office. Each planning member has a level of expertise which is instrumental in our planning development.

PART III: LOCAL RESOURCES AND SUPPORT / SUSTAINABILITY

List community collaborates who will participate in achieving the goals and strategies of the project and their role.

Community Partner	Role
Burrell Behavioral Health	Mental Health Service Provider
Pathways	Substance Abuse Treatment Provider
Columbia Public Schools	Provides information on juveniles and allows for supervision meetings/contacts to occur at schools.
Columbia Police Department	Local law enforcement who reports referrals
University of Missouri School of Psychology	Provide Family Therapist Candidates

List additional resources that will be used to support the project (funds, in-kind, etc).

Resource Provider	Support Provided	Туре
None		
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Diversion programming is subject to annual appropriation from the state legislature. How can this project be sustained beyond this funding cycle?

The funding of two additional deputy juvenile officers would only be able to be sustained on the State level provided the number of FTE's that Boone County is determined to be in need of were funded. On the local level, the Juvenile Officer will make every effort to dedicate officers to specialized caseloads in the hopes of diverting youth from further court involvement as well as commitment to Division of Youth Services. With respect to commitments, the Juvenile Officer will continue to scrutinize all recommendations for commitment to Division of Youth Services.

Without funding for this project what will happen?

It is anticipated that without funding for this project, the number of youth committed to Division of Youth Services will be increasingly higher than past years. Further, it is anticipated that the number of youth having additional referrals to the Juvenile Office will increase, thus increasing the number of youth on deputy juvenile officers' caseloads.

PART IV: EMPLOYEE AND CONTRACTUAL PROVIDER RESPONSIBILITIES

Briefly describe below the primary roles, responsibilities and duties of persons to be employed under this proposal:

FTE	Working Title		Full Time / Part Time		Deputized?	
2	Deputy Juvenile		🖾 Full-time	Part-time	🛛 Yes 🗌 No	
_	Officer I					
Primary	imary Role, To provide case management of youth who have been r			h who have been referred to		
Respor	sibilities and	the Juvenile Court for delinquent acts.				
Duties						

FTE	Working Title	Full Time /	Part Time	Deputized?
		Full-time Part-time		🗌 Yes 🗌 No
Primary	/ Role,			
Respon	sibilities and			
Duties				

FTE	Working Title	Full Time	Part Time	Deputized?
		Full-time Part-time		Yes No
Primary	/ Role,			
Respon	sibilities and			
Duties				

FTE	Working Title	Full Time / Part Time		Deputized?
		Full-time Part-time		🗌 Yes 🗌 No
Primary	/ Role,			
Respor	sibilities and			

				1
Duties				
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FTE	Working Title	Full Time	/ Part Time	Deputized?
		🗌 Full-time	Part-time	🗌 Yes 🗌 No
Primary	/ Role,			
Respon	sibilities and			
Duties	· · ·	· · · · · · · · · · · · · · · · · · ·		

FTE	Working Title	Full Time	Part Time	Deputized?
		🗌 Full-time	Part-time	🗌 Yes 🔲 No
Primary	/ Role,			
Respor	sibilities and			
Duties				_

FTE	Working Title	Full Time	/ Part Time	Deputized?
		Full-time	Part-time	Yes 🗋 No
Primary				
Respon	sibilities and			
Duties				

Briefly describe below the primary roles, expectations and services of any contractual providers to be utilized under this proposal:

CHECK IF NO CONTRACTUAL SERVICES

NOTE: CONTRACT DATA (FORM MO 886-2647) must be completed for each individual or entity providing contractual services under this agreement.

Type of Contractual Service	Contact with Youth?	Licensing /Certification Required			
	Yes No	🗌 Yes 🛄 No			
Primary Role,					
Expectation and / or					
Service					

Type of Contractual Se	ervice	Contact with Youth?	Licensing /Certification Required			
		🗋 Yes 🗌 No	🗌 Yes 🗌 No			
Primary Role,						
Expectation and / or						
Service						

Type of Contractual Service	Contact with Youth?	Licensing /Certification Required
	🗌 Yes 🔲 No	🗌 Yes 🔲 No
Primary Role,		
Expectation and / or		
Service		

Type of Contractual Service	Contact with Youth?	Licensing /Certification Required			
	Yes No	Yes No			
Primary Role, Expectation and / or Service					

Type of Contractual Service	Contact with Youth?	Licensing /Certification Required			
	🗌 Yes 📋 No	Yes No			
Primary Role,					
Expectation and / or					
Service					

PLAN	INING COMMITTEE MEM	BERS
Name	Address / Phone	Occupation
	Line 1: 3913 Dublin Court	
Robert Perry	Line 2:	Citizen
	City: Columbia, MO 65203	
	Line 1: 5665 North Roger	
Pete Schmersahl	wilson Memorial Drive	Superintendent of Robert L.
	Line 2:	Perry Juvenile Justice
	City: Columbia, MO 65202	Center
	Line 1: 6440 South West	
Ron Higginbotham	Way Street	University of Missouri
	Line 2:	Extension Office
	City: Columbia, MO 65203	
	Line 1: Columbia Police	
Maurice Tapp	Department	Juvenile Detective
	Line 2: 600 East Walnut	
	City: Columbia, MO 65201	
	Line 1: Columbia Police	
Eric White	Department	Police Sergeant
	Line 2:	
	City: Columbia, MO 65201	
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CERTIFICATION OF SPENDING LEVEL

We certify that expenditures for juvenile services in <u>13th</u> Circuit for year beginning <u>1/1/09</u> and ending <u>12/31/09</u> are at least as great as in the preceding year.

If a reduced expenditure is made in juvenile services, an explanation shall be attached showing that these reductions are necessary.

List in chronological order actual expenditure for juverile services for the past three (3) years.

YEAR	EXPENDITURE
2007 2008	\$ <u>506,548*</u> \$ 488,004*
2008	\$ <u>488,004</u> \$ <u>471,808</u>

* It should be noted that the expenditure amount reported on the last grant application for 2007 inadvertently included a position for the Drug Court Reintegration Grant. Further, reduction in expenditures for both 2007 and 2008 is primarily due to the loss of our Victim Advocate grant funding and decrease in overall budget requests.

As required by RSMo 211.393.6, briefly describe how "Maintenance of Effort" funds will be used within the Juvenile Court Circuit.

Check box to verify the Certification of Spending Level has been reviewed and approved by the Applicant Fiscal Officer.

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	<pre>\$ 35'014'20 \$</pre>	\$ 35'014'29	15	\$ 5,667.88	00.1	VES	Juvenile Officer I	Deputy Juvenile Officer	Salaried Employees - Enter only one position per line
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EXHIBIT E - 1					EL	PERSONN			

DYS FUNDS REQUESTED FOR SALARIES Total Local Funds Committed for Personnel DYS FUNDS REQUESTED FOR WAGES Local Funds Committed for Salaries Local Funds Committed for Wages 2 64,029.12 64,029.12 Total Number of Benefit Eligible Positions ക Ь Ь TOTAL Salary Expenses TOTAL Wage Expenses TOTAL Salary & Wages

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TOTAL DYS PERSONNEL FUNDS REQUESTED

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	Eligibles		(decimal)	Eligible Positions	Benefit (fixed \$)	Benefit Elegibility	Benefit Reques	
Pension / Retirement	\$	64,029.12					\$	
Social Security								
OASDI	\$	64,029.12	0.062				\$	3,969.81
Medicare	\$	64,029.12	0.0145			na sang ganang ang ang ang ang ang ang ang a	\$	928.42
Health Insurance				2	435		\$	10,440.00
Life Insurance		المراجع المراجع والمراجع المراجع		· 2	5.28	24	\$	126.72
Long Term Disability	\$	64,029.12	0.0037			an a	\$	236.91
Workers Compensation and Unemployment	\$	64,029.12	0.0065				\$	416.19
Other (Please Identify)	\$	64,029.12		2	100.91	24	\$	2,421.84
TOTAL Cost of Fringe Benefits							\$	18,539.88

TOTAL Cost of Fringe Benefits

\$ 18,539.88

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Local Funds Committed for Fringe:

PERCENTAGE

18,539.88

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DYS FUNDS REQUESTED:

<u>100.00%</u> 100.00%

Brief Explainaton of Other

Dental Insurance and 401 A Match

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Total Expenses for Supplies and Operations	\$ -	
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Yearly Total	Number of Months	fsoC	Justification	Prospective Provider	Nature of Services
		Estimated Monthly			
CONTRACTUAL SERVICES					

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			contractual services under this
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			MO 886-2647) must be completed
	-	\$ Total Expenses for Contractual Services	NOTE: CONTRACT DATA (FORM
PERCENTAGE			

YOUTH, FAMILY AND COMMUNITY SUPPORT GRANT

BUDGET SUMMARY AND OUTLINE

Judicial Circuit #: 13			Project Tit	e: Probation Se	rvices Er	hancemer	it	
Contract Number: ERO 172-2		278				State Fisca	I Year:	2011
BUDGET SUMMARY:								
Budgeted Ex	cpenditu	res		cal Funds ommitted		DYS FU REQUES		
Salaries	\$6	4,029.12	\$	-	\$		64,029.12	
Wages	\$		\$	-	\$		-	
Fringe		8,539.88	\$	-	\$		18,539.88	
Total Personnel		2,569.00	\$	-	\$		82,569.00	
Travel	\$	-	\$	-	\$		-	
Equipment	\$	-	\$	-	\$		-	
Supplies Contractual	\$ \$	-	\$ \$	-	\$ \$		-	
TOTAL		2,569.00	\$	-	\$		82,569.00	
BUDGET DETAIL:				0.00%		1		
	Du	ما مد مد ما			D			Approved
Funding Category		dgeted enditure	Local	Commitment		equested Funding		Approved Funding
Salary Expenses		4,029.12	\$	-		64,029.12		
Wage Expenses	\$	-	\$	-	\$	-		
Fringe Benefits		8,539.88		-		18,539.88		
TOTAL PERSONNE	EL \$ 82	2,569.00	\$	-	\$	82,569.00	;	\$ -
Professional Development	\$	-						
Meals	\$ \$	-						
Lodging	\$	-						
Milage	\$					- <u></u>		
TOTAL TRAVEL & PD	\$	-	\$		\$	-		
TOTAL EQUIP OR PROPERT	Y ======	<u> </u>	\$		\$			<u> </u>
TOTAL SUPPLIES / OPP	\$	<u> </u>	\$	-	\$		\$	
TOTAL CONTRACTUAL	\$	<u></u>	\$		\$		\$	

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EXHIBIT E-7

190-2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI] ea.	April Session of th	e April Adjo	urned	Term. 20	10
County of Boone	J					
In the County Commission	of said county, o	n the	8 th	day of April	20	10

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

Now on this day the County Commission of the County of Boone does hereby approve the request by Sheriff's Department to utilize the cooperative contract C501940001 with Sagem Morpho for Livescan (Automated Fingerprint Identification System). The total amount of this yearly maintenance with will be \$16,316.97. It is further ordered the Presiding Commissioner is hereby authorized to sign said cooperative contract.

Done this 8th day of April, 2010.

ATTEST:

endy S. Vorents

Wendy S. Noren Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

3 Phille .)

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB Director



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

MEMORANDUM

TO:	Boone County Commission
FROM:	Melinda Bobbitt, CPPB
DATE:	February 26, 2010
RE:	C501940001 – Maintenance for Livescan (Automated Fingerprint
	Identification System)

Attached is an agreement with Morphotrack, Inc. of Tacoma, Washington for Maintenance for Livescan (Automated Fingerprint Identification System) at the Sheriff's office.

This agreement is for the period December 2009 through December 2010 for a total contract price of \$16,316.97. Invoices will be paid from department 2902 – Corrections – LE Sales Tax, account 70050 – Software Service Contract. \$16,660 remains in the account at this time.

ATTACHMENT: Maintenance Agreement

cc: Leasa Quick, Sheriff

1/20/10	Р	URCHASE REQUISITION	porc
REQUEST DATE	BC	OONE COUNTY, MISSOU	
			To: County Clerk's Office
9022 VENDOR	Morphotrack, Inc.		Comm Order #
NO.	ADDRESS	CITY	Return to Auditor's Office Please do not remove staple.
Bid /RFP (er	Refer to RSMo 50.0	ed to demonstrate compliance with statutory bide 660, 50.753-50.790, and the Purchasing Manual— Not Subject To Bidding (select a	Section 3
Emergency Written Que Purchase is	e (enter # below) Procurement (enter # below) otes (3) Attached (>\$750 to \$4,499) <\$750 and is NOT covered by an or sole source	 Utility Employee Travel/Meal Reimb Training (registration/conf fees) Dues Pub/Subscription/Transcript Copies Refund of Fees Previously Paid to County 	 Mandatory Payment to Other Govt Court Case Travel/Meal Reimb Tool and Uniform Reimb Inmate Housing Remit Payroll Withheld Agency Fund Dist (dept #s 7XXX)
#C50194000 ⁷ (Enter Applicable	Bid / Sole Source / Emergency Number)	 Professional Services (see Purchasing Policy Intergovernmental Agreement Not Susceptible to Bidding for Other Reasons 	y Section 3-103); enter RFP if applicable

Ship to Department

Bill to Department # 2902

Department Account			unt		Item Description	Qt y	Unit Price	Amount					
2	9	0	2		7	0	0	5	0	Livescan Maintenance Agreement for December 2009	1	1139.46	1139.46
2	9	0	2		7	0	0	5	0	January 2010	1	1139.46	1139.46
2	9	0	2		7	0	0	5	0	February 2010	1	1139.46	1139.46
2	9	0_	2		7	0	0	5	0	March 2010	1	1139.46	1139.46
2	9	0	2		7	0	0	5	0	April 2010	1	1139.46	1139.46
2	9	0	2		7	0	0	5	0	May 2010	1	1139.46	1139.46
2	9	0	2		7	0	0	5	0	June 2010	1	1139.46	1139.46
2	9	0	2		7	0	0	5	0	July 2010	1	1380.63	1380.63
2	9	0	2		7	0	0	5	0	August 2010	1	1380.63	1380.63
2	9	0	2	1	7	0	0	5	0	September 2010	1	1380.63	1380.63
2	9	0	2		7	0	0	5	0	October 2010	1	1380.63	1380.63
2	9	0	2		7	0	0	5	0	November 2010	1	1380.63	1380.63
2	9	0	2		7	0	0	5	0	December 2010	1	1437.60	1437.60
										For the following equipment: ILS2; UPS; Print Server; Printer, ILS2 P250M Duplex tenprint Card Printer			
										TOTAL		,	16316.97

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Melinda Bobbitt

Prepared By

Requesting Official

1ap

AGREEMENT FOR MAINTENANCE SERVICES FOR LIVESCAN MORPHOTRAK, INC.

THIS AGREEMENT dated the <u>Boone</u> day of <u>Hori</u> 2010, is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Morphotrack, Inc.** herein "Contractor."

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

1. *Contract Documents* - This agreement shall consist of this Agreement for Maintenance Services for Livescan, and the Maintenance Services Agreement from MorphoTrack with an effective date of December 1, 2009. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in this Agreement shall prevail and control over the Contractor's proposed Maintenance Agreement. In addition, the following portions of the Contractor's proposed Maintenance Agreement are specifically NOT part of this Contract and are to be considered deleted or modified as set forth below:

- a). "Annual Fee" as defined in Section 1 is modified to be consistent with the agreed-upon annual fee of \$14,879.37, with four (4) renewal periods of one-year subject to a maximum increase per year of five percent (5%). The initial annual fee for the period December 1, 2009 through December 31, 2010 is \$16,316.97.
- b). Section 5.3 is deleted and the payment provisions set out herein shall control.
- c). Section 6.4 is modified consistent with the termination provisions in paragraph 7 below.
- d). The "Limitations of Liability" in Section 8.3 is deleted.
- e). Section 8.6 is deleted.
- f). The "Entire Agreement" clause in Section 8.7 is considered modified with the terms set out herein.

2. *Purchase* - The County agrees to purchase from the Contractor and the Contractor agrees to furnish Maintenance Services to the County, as described and in compliance with the this Agreement. Cost for said services for the period from December 1, 2009 through December 31, 2010, shall be Sixteen Thousand Three Hundred Sixteen Dollars and Ninety-Seven Cents (\$16,316.97).

3. *Contract Duration* - This agreement may be extended beyond the expiration date by order of the County for four (4) additional one year periods and thereafter on a month to month basis in the event the County is unable to award a new contract prior to the expiration date. Pricing for renewal years shall be subject to a maximum, 5% increase in the annual fee per renewal period.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff's Department for service described in the proposal specifications. The County agrees to pay all invoices within thirty days of receipt of a correct and valid invoice. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

a. County may terminate this agreement due to material breach of any term or condition of this agreement, or

b. County may terminate this agreement if key personnel providing services are changed such that in the opinion of the Boone County commission delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specifications, or if services are deficient in quality in the sole judgment of County, or

c. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

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

MORPHOTRACK, INC. Title: \

S TO FORM: County

BOONE COUNTY, MISSOURI

By: Boone County Commission

Kenneth M. Pearson, Presiding Commissioner

ndv S. Nøren, County

AUDITOR CERTIFICATION

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

2902/70050/\$16,316.97 Date **Appropriation Account** Signature



MAINTENANCE SERVICES AGREEMENT

This Agreement is made and entered into by and between MORPHOTRAK, INC., ("MORPHO") and the customer identified below ("Customer"). This Agreement includes, and incorporates by this reference, the Basic Terms and Conditions set forth below, a Description of Supported Equipment and Software, MORPHO's Maintenance Services Agreement Terms and Conditions (the "Agreement"), and attached pricing spreadsheet(s), if relevant.

Customer (or a third party) entered into an Agreement for Purchase and Sale of Hardware and License of Software with MORPHO (the "Base Agreement") dated as of the date set forth below, pursuant to which Customer possesses the Equipment and Software (if the Base Agreement is between MORPHO and a third party, please write the name of such third party here Missouri State Highway Patrol/Missouri Emergency Management Agency.

Customer hereby orders, and MORPHO hereby agrees to provide, support services for the Equipment and Software during the Term in accordance with the terms of this Agreement. It is understood that if Customer submits a purchase order for the support services which are the subject of this Agreement, such order shall be subject to all terms and conditions of this Agreement with the same force and effect as if they were included on the Customer's purchase order.

MORPHO may revoke this offer at any time prior to receipt of Customer's signature. Unless otherwise agreed, this offer shall expire if not signed and returned to MORPHO by Customer within thirty (30) days after the date of MORPHO's signature.

BASIC TERMS AND CONDITIONS	BASIC	TERMS	AND	CONDITIO	NS
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Base Agreement Date : July 21, 1998	Effective Date : Dec	cember 1, 2009
1. Customer's Site(s):		
Boone County Sheriff's Office, 2121 County Drive, Columbia, MC	D 85202	
2. Initial Annual Fee:		
\$16,316.97 (December 1, 2009 - December 31, 2010) (subject	to 5% escalation fee in each subs	equent year) ** Customer requested to be billed 13
Month to have contract align up with their fiscal billing cycle.		
Terms defined elsewhere in this Agreement will have the same meaning agrees to all of the provisions contained in this Agreement and attachme		r acknowledges that it has received, read, understands and (NC.:
CUSTOMER: BOONE COUNTY SHERIFF'S OFFICE	MORPHOTRAK, IN	IC.: ////
By (Signature):	By (Signature):	
Printed Name:	Printed Name:	
Title:	Title:	
Address:	Address:	1145 Broadway Plaza, Suite 200
		Tacoma, Washington 98402
Date Signed	Date Signed:	
DESCRIPTION OF SU	PPORTED EQUIPMENT AND SO	DFTWARE
The Equipment shall consist of: ILS2 LIVESCAN		
ILS2 LIVESCAN ILS2 P250M (includes a dell laptop computer with high-resolution screen	n, optical block & wheeled carrying	g case)
Printer Server		· · ·
(2) Duplex Tenprint Card Printer (2) Ups		
The Software shall consist of:		
ILS2 Application Software with Palm Capture Windows XP Operation System		
Communication Software		



MAINTENANCE SERVICES AGREEMENT TERMS AND CONDITIONS

These Maintenance Services Agreement Terms and Conditions are part of the Maintenance Services Agreement ("Agreement") between MORPHOTRAK, Inc. ("MORPHO") and the customer identified on cover sheet of this Agreement ("Customer"). MORPHO and Customer agree as follows:

SECTION 1. DEFINITIONS

"Annual Fee" means the annual fee payable for Basic Services. The Annual Fee payable during the initial Support Year is specified on the cover sheet of this Agreement. MORPHO may change the Annual Fee for any subsequent Support Year by giving Customer written notice of the change at least thirty (30) days prior to the beginning of the applicable Support Year. In addition, as provided below, MORPHO may increase the Annual Fee in any given Support Year so provided in Section 2.7 below.

"Basic Service" means the services described as Basic Service in Section 2.

"Business Days" means Monday through Friday, exclusive of Customer's business holidays.

"Business Hours" means 8:00 a.m. to 5:00 p.m., Local Time on Business Days.

"Effective Date" means the Effective Date specified on the cover sheet of this Agreement.

"Confidential Information" means any trade secret, proprietary, or confidential information of MORPHO's disclosed to Customer that, upon or promptly after disclosure by MORPHO, is marked or otherwise identified as proprietary or confidential, or which Customer otherwise knows or has reason to know is proprietary or confidential. Without limiting the generality of the foregoing, the parties hereby specifically agree that the following items constitute Confidential Information: (i) the Software and any Enhancements or updates thereto; (ii) the CAXI, FCP, FIP and MORPHO processor boards and image compression boards (collectively, the "Boards"), if any, along with any Enhancements to the same; and (iii) any technical information, data, or documents related to the Equipment, Software, or any Enhancements provided by MORPHO to Customer.

"Customer's Site" means Customer's place of business which is specified as Customer's Site on the cover sheet of this Agreement or such other location as may be agreed upon in writing by the parties.

"Enhancements" means any alterations, additions, improvements, or modifications of the Equipment or Software, maintenance of which would increase the cost to MORPHO of providing the Basic Service by more than 5% of the then-current Annual Fee.

"Equipment" means the equipment included in the Description of Supported Equipment and Software attached to the cover sheet of this Agreement, together with any repairs, replacements or corrections furnished by MORPHO (other than Enhancements) during the Term pursuant to this Agreement or any other agreement between the parties.

"Local Time" means local time at Customer's Site.

"MORPHO's Standard Charges" means MORPHO's then current standard rates and charges (including, without limitation, provisions for the reimbursement of travel, parts, and other expenses).

"MORPHO User Documentation" means any user manual, instructions, and/or other printed documentation furnished by MORPHO for Customer's use of the Equipment or Software, as the same may be revised, updated, or replaced by MORPHO from time to time during the Term.

"Software" means the computer programs and other software included in the Description of Supported Equipment and Software attached to the cover sheet of this Agreement, together with any corrections or updates of such computer programs (other than Enhancements) as may be furnished by MORPHO during the Term pursuant to this Agreement or any other agreement between the parties.

"Supplemental Services" means any services performed by MORPHO under this Agreement other than the Basic Service.

"Support Year" means any period of one year beginning with the Effective Date or any anniversary of the Effective Date.

"Term" means the term of this Agreement as specified in Section 6.

"Time & Material" means support, technical, or other service provided by MORPHO to Customer that is not included in the Basic Service and Agreement as described herein. Time & Material service shall only be charged to those Customers who elect the limited nine (9) Business Hours, five (5) Business Days service coverage. Time & Material service shall not apply to Customers who elect the comprehensive twenty-four (24) hours, seven (7) days per week coverage. Time & Material service shall be charged to Customer in addition to the costs and prices as stated in this Agreement. Time & Material service shall be charged at a premium rate of \$320. per hour during regular Business Hours, and at a premium rate of \$480.00 per hour for all applicable evening, weekend, and holiday service requests, with a required minimum of four (4) hours* for each Time & Material service call and/or request placed by Customer to MORPHO. Customer is also responsible for any other costs associated with Time & Material service including, but not limited to, mileage, hotel, and per diem expenses. Customer shall be liable for all Time & Material services charged to Customer's account with MORPHO.

*this minimum applies only to those customers located in the contiguous 48 states. Those customers located outside this area will incur additional costs including, but not limited to, a minimum labor fee that will include travel time to and from the site, at least one 8-hour work shift, hotel, rental car, and per diem charges for the entire service visit.

SECTION 2. BASIC SERVICE

During the Term, MORPHO will make available the following as Basic Service under this Agreement:

2.1 Service Requests. Upon Customer's request, MORPHO shall advise Customer of the name, telephone number, and location of MORPHO personnel authorized to receive Basic Service requests from Customer. MORPHO will use commercially reasonable efforts to ensure that such personnel will be available during Business Hours to provide Basic Service to Customer as set forth in this Agreement.

2.2 Preventive Maintenance. On a schedule mutually agreed upon by the parties, MORPHO will provide preventive maintenance services for the Equipment in accordance with MORPHO's maintenance manual for the Equipment or in accordance with alternative terms agreed upon by and between the parties.

2.3 Repair, Replacement, and Correction. Upon Customer's request, MORPHO will endeavor to promptly repair, replace, or otherwise correct any Equipment or Software that does not operate substantially in accordance with MORPHO specifications. If on-site inspection or work is required to correct any Equipment or Software: (i) for requests received between 8:00 a.m. and 3:00 p.m. Local Time on any Business Day, MORPHO will use commercially reasonable efforts to have an authorized representative of MORPHO at Customer's Site within four (4) hours after receipt of Customer's request; and (ii) for requests received at any other time, MORPHO will use commercially reasonable efforts to have an authorized representative of MORPHO at Customer's Site by 8:00 a.m. Local Time on the next Business Day. The obligations set forth in this paragraph 2.3 do not apply to any exclusion under paragraph 2.6 or to expendable items such as lamps.

If Customer has agreed to and executed a Maintenance (a) Service Agreement for (9) Business nine Hours. five (5) Business Days per week, this subsection shall apply. If onsite inspection or work is required to correct any Equipment or Software: (i) for requests received between 8:00 a.m. and 5:00 p.m. Local Time on any Business Day, MORPHO will use commercially reasonable efforts to have an authorized representative of MORPHO at Customer's Site within four (4) Business Days after receipt of customer's request; and (ii) MORPHO will handle requests for expedited service during other than Business Hours; i.e., between 5:00 p.m. and 8:00 a.m., and requests to schedule service prior to expiration of the four (4) Business Day service window, as stated above, on a Time & Materials basis. The obligations as set forth in this subsection 2.3 do not apply to any exclusion as stated under Section 2.6 or to expendable items such as lamps.

2.4 Documentation Updates. During the Agreement Term, within sixty (60) days after receipt of Customer's written request, MORPHO will make available to Customer any updates to the MORPHO User Documentation



made generally available by MORPHO to its customers (e.g., excluding any version customized for particular Customers).

2.5 Supplemental Services. Upon Customer's request, and in addition to the Basic Service, MORPHO will make available to Customer such additional consultation, technical assistance, training, and other services as the parties may agree upon in writing from time to time during the Term.

2.6 Exclusions. Basic Service does not include any repair, replacement, correction, or other support required: (a) with respect to any Enhancements; or (b) as a result of any: (i) breach or default under this Agreement by Customer; (ii) neglect, misuse, or abuse of the Equipment or Software; (iii) operation of the Equipment or Software in any unsuitable environment or for any unintended purposes, as determined by MORPHO in its sole discretion; (iv) loss, casualty, damage, or injury to person or property; (v) alteration, additions, improvements, modifications, relocation, or maintenance to the Equipment or Software not performed or authorized by MORPHO; (vi) use or combination of the Equipment or Software with any other products, goods, services, or other items furnished by anyone other than MORPHO; or (vii) failure by Customer to use the latest versions of the Equipment and Software provided to it by MORPHO. Further, Basic Service does not include any service which is provided, upon Customer's request, either: (a) on any day other than a Business Day, (b) at MORPHO's facility after Business Hours, or (c) at Customer's Site between 5:00 p.m. and 8:00 a.m. Local Time; provided, that Basic Service may include services provided between 5:00 p.m. and 7:00 p.m. Local Time if Customer has placed a service order between 1:00 p.m. and 3:00 p.m. Local Time pursuant to Section 2.3 above, if Customer makes its equipment and personnel available to MORPHO's authorized representative during such hours.

2.7 Enhancements. Any maintenance services required with respect to any Enhancements shall be the subject of a separate written agreement between the parties.

SECTION 3. PERFORMANCE OF SERVICES

3.1 Maintenance Parts. MORPHO shall provide all Equipment maintenance parts required in connection with the Basic Service at no cost to Customer. Parts removed from the Equipment in the performance of the Basic Service shall become the property of MORPHO. Parts installed in the Equipment shall become the property of Customer.

3.2 Replacement or Repair. In performing the Basic Service, MORPHO shall determine in its reasonable discretion whether to repair or replace any defective Equipment parts.

3.3 Inventory. In order to facilitate the performance of the Basic Services, MORPHO shall use commercially reasonable efforts to maintain a reasonable inventory of Equipment spare parts at a location designated by MORPHO in its sole discretion.

SECTION 4. CUSTOMER RESPONSIBILITIES

4.1 Use and Operation. Customer will use the Equipment and Software (as well as any Enhancements) only for the purposes specified in the MORPHO User Documentation. Customer will not use or permit the use of the Equipment or Software or any Enhancements for any other purpose. Customer will operate the Equipment, Software, and any Enhancements in strict accordance with the MORPHO User Documentation for all Equipment, Software, or Enhancements. Throughout the Term, Customer will provide suitable space, air conditioning (e.g., heating, cooling, circulation and filtering), utilities (e.g., electric power), and other requirements at Customer's Site in accordance with the MORPHO User Documentation.

4.2 Location. MORPHO may immediately terminate this Agreement if Customer at any time during the Term does not keep the Equipment and Software in its sole possession and control at Customer's Site and in accordance with the MORPHO Equipment and Software License. Customer shall provide MORPHO with not less than ninety (90) days prior written notice of any relocation of the Equipment or Software to any location other than the location in which the Equipment and Software were originally installed by MORPHO or the location identified and listed in the MORPHO Equipment and Software License. MORPHO may immediately terminate this Agreement if the new location is determined by MORPHO in its sole discretion to be unsuitable for any reason (including, without limitation, environmental conditions, inaccessibility, legal issues, or any other reason).

(a) For ILS2 P250M Livescan: This portable device requires no notice of relocation.

4.3 Modifications. Customer will not make or permit any alterations, additions, improvements, or modifications to the Equipment or Software without the prior written consent of MORPHO. In the event MORPHO becomes aware of any such unauthorized alterations, additions, improvements, or modifications to the Equipment or Software, MORPHO may, in its sole discretion, terminate this Agreement.

4.4 Risk of Loss. Customer will protect the Equipment, Software, and any Enhancements from loss, casualty, damage, and/or injury. Customer assumes all risk of loss, casualty, damage, and/or injury relating to the Equipment, Software, or Enhancements.

4.5 Customer Contact. Throughout the Term, Customer will provide at least one (1) contact in Customer's organization with whom MORPHO may discuss issues related to the maintenance and support of the Equipment and Software and the rights and obligations of the parties hereunder, and who will be authorized to make decisions relating to the same on behalf of Customer.

4.6 Diagnostic Software. Upon MORPHO's request, Customer will allow MORPHO to install on Customer's system such diagnostic software as MORPHO reasonably deems necessary to perform its obligations hereunder.

4.7 Log Entries. Customer shall promptly notify MORPHO of any failures, malfunctions, problems, or defects in the Equipment or Software. Customer shall maintain detailed logs of all Equipment and Software failures, malfunctions, problems, and defects. Upon request, Customer will make such logs available to MORPHO for use in connection with performance of its obligations hereunder. MORPHO reserves the right to share the log entries created, generated, and produced by Customer with any related or reasonably identifiable third party, manufacturer, or supplier. MORPHO may utilize the information contained in the Customer's log entries to limit MORPHO's liability and to properly direct primary and sole liability upon another third party, manufacturer, or supplier.

Facilities. Customer will provide safe and sufficient access to the 48 Equipment and Software at Customer's Site as reasonably required for MORPHO to perform its obligations and exercise its rights under this Agreement. Furthermore, Customer shall, at no charge to MORPHO: (i) provide access to such machines, communications facilities, and other equipment as are reasonably necessary to provide maintenance and support services; provided that, MORPHO shall be responsible for any toll calls made by MORPHO or its representatives from Customer's Site; and (ii) make available to MORPHO a storage space within reasonable proximity of Customer's Site which MORPHO may use for spare parts and other items required by MORPHO in performance of maintenance and support services. Such storage space shall include adequate heat, light, ventilation, electrical supply, and telephone access. Customer shall exercise reasonable care to ensure the physical security of all MORPHO property stored at such storage space, and shall provide adequate fireproof storage for all MORPHO documentation.

SECTION 5. COMPENSATION

5.1 Annual Fee. For each month during the Term, Customer shall pay MORPHO one-twelfth (1/12th) of the applicable Annual Fee (prorated for any partial months). MORPHO may issue its invoice for the Annual Fee installment for each month on or about the first day of such month. Customer may make an annual prepayment of the Annual Fee at the beginning of any Support Year. Pricing is subject to a five (5) percent annual escalation rate per Support Year.

5.2 Supplemental Services. Unless otherwise agreed by the parties, Customer will pay MORPHO for any Supplemental Services in accordance with MORPHO's Standard Charges. Unless otherwise agreed by the parties or provided for in MORPHO's Standard Charges, MORPHO will issue its invoices for any Supplemental Services on a periodic basis as such Supplemental Services are provided.

Payment. Customer shall pay each MORPHO invoice within thirty 5.3 (30) days after the date of invoice. Any amount not paid when due will be subject to a finance charge equal to one and one-half percent (1.5%) per month or the highest rate allowable by applicable law, whichever is less, and said finance charge shall be determined and compounded daily from the date due until the date paid. Payment of such finance charges will not excuse or cure Customer's breach or default for late payment. Further, Customer will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by MORPHO to collect any amount which is not paid MORPHO may accept any payment in any amount without when due. prejudice to MORPHO's right to recover the entire balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any payment or in any letter accompanying said payment will be construed as an accord or satisfaction. Unless otherwise clearly specified or implied, all amounts payable under this Agreement are denominated in United States



Dollars, and Customer shall pay all such amounts in lawful money of the United States.

5.4 Taxes. MORPHO shall bear the cost of all duties and similar fees payable on any replacement parts provided under this Agreement. Unless otherwise clearly specified, the fees and other amounts specified in this Agreement do not include any sales, use, or similar taxes. Customer shall pay or reimburse MORPHO for all such taxes or shall provide MORPHO with an exemption certificate satisfactory to MORPHO.

SECTION 6_TERM

6.1 General. The Term will commence upon the Effective Date and will continue until the fourth year anniversary of the Effective Date unless earlier terminated in accordance with paragraph 6.2, 6.3 or 6.4.

6.2 Anniversary Date. Either party may terminate the Term effective as of the end of any Support Year by giving the other party written notice of such termination at least ninety (90) days prior to the end of such Support Year.

Termination by MORPHO. MORPHO may terminate the Term by 6.3 giving Customer written notice of such termination if: (i) Customer fails to make any payment when due, MORPHO gives Customer written notice of such failure and such failure is not cured within ten (10) days (or such longer period as may be permitted by MORPHO) after Customer's receipt of MORPHO's notice of the failure; (ii) Customer makes or permits any unauthorized use or disclosure of any Confidential Information; (iii) Customer commits a material non-monetary breach or default as defined under this Agreement, MORPHO gives Customer written notice of such breach or default, and the breach or default is not cured within thirty (30) days (or such longer period as may be permitted by MORPHO) after Customer's receipt of MORPHO's notice of the breach or default; or (iv) Customer files or has filed against it a petition to have Customer adjudged bankrupt or for reorganization or arrangement of Customer under any bankruptcy, moratorium, insolvency, reorganization, liquidation, conservatorship, or other debtor relief law, Customer makes any general assignment for the benefit of its creditors under any debtor relief law, a trustee or receiver is appointed to take possession of all or substantially all of Customer's assets under any debtor relief law, all or substantially all of Customer's assets are attached or seized, or Customer dissolves, liquidates, or adopts any plan or dissolution or liquidation.

6.4 Termination by Customer. Customer may terminate the Term by giving MORPHO written notice of such termination if: (i) MORPHO commits a material breach or default as defined under this Agreement, Customer gives MORPHO written notice of the breach or default, and the breach or default is not cured within thirty (30) days (or such longer period as may be permitted by Customer) after MORPHO's receipt of Customer's notice of the breach or default, or (ii) MORPHO files or has filed against it a petition to have MORPHO adjudged bankrupt or for reorganization or arrangement of MORPHO under any bankruptcy, moratorium, insolvency, reorganization, liquidation, conservatorship, or other debtor relief law, MORPHO makes any general assignment for the benefit of its creditors under any debtor relief law, a trustee or receiver is appointed to take possession of all or substantially all of MORPHO's assets under any debtor relief law, all or substantially all of MORPHO's assets are attached or seized, or MORPHO dissolves, liquidates, or adopts any plan or dissolution or liquidation.

6.5 Effect of Termination. MORPHO will not be obligated to provide any service, repair, correction, updates, or other support as defined under this Agreement after the expiration or termination of the Term. If Customer terminates the Term pursuant to paragraph 6.4, MORPHO will refund to Customer that portion of the fees paid by Customer for the balance of the month of termination (or, if Customer has prepaid the fees for the then-current Support Year, for the balance of such Support Year as determined by the date

of Customer's termination), prorated on a daily basis. Customer will not be entitled to any refund in the event of a termination pursuant to paragraph 6.2 or 6.3. Sections 5, 7, and 8 of this Agreement, together with all other provisions of this Agreement which may reasonably be interpreted or construed as surviving the termination of the Term, shall survive any termination of the Term.

SECTION 7. CONFIDENTIAL INFORMATION

7.1 Confidential Information. Except as otherwise authorized by MORPHO in writing, Customer will: (i) use the Confidential Information solely for the purposes for which it is disclosed by MORPHO; (ii) not make any copies of any Confidential Information without MORPHO's prior written approval; (iii) take all necessary steps to protect Confidential Information from any unauthorized use or disclosure (including, without limitation, any steps

reasonably requested by MORPHO to protect any Confidential Information); and (iv) not disclose or furnish any Confidential Information to any third party other than employees of Customer who have a need to know the information and a written obligation to maintain the confidentiality of such information.

7.2 Access Limitation. Customer shall not reverse engineer, modify, disassemble, or decompile all or any part of the Software or the Boards provided by MORPHO; or otherwise attempt to discover any source code or trade secrets related to the Software, the Boards, or any other Confidential Information supplied or created by MORPHO. If MORPHO terminates this Agreement but the Base Agreement continues in force, Customer shall be entitled to engage a third party to maintain the Software and Equipment; provided that such third party: (i) is not a competitor of MORPHO, as determined in MORPHO's sole discretion. MORPHO shall provide such third party with information with respect to the Software and Boards as is necessary to maintain and support the Software and Equipment.

7.3 Equitable Relief. Customer acknowledges that unauthorized disclosure or use of the Confidential Information could cause irreparable harm to MORPHO for which monetary damages may be difficult to ascertain. Accordingly, Customer agrees that MORPHO shall have the right, in addition to any other rights or remedies available to MORPHO as defined under this Agreement or as defined by applicable law, to seek and obtain judicial injunctive and other equitable relief to prevent or stop any unauthorized disclosure or use of any Confidential Information.

7.4 **Ownership.** MORPHO reserves all rights, titles, and interests in and to all Confidential Information that may or may not be shared with Customer. MORPHO further reserves all rights, titles, and interests in any and all patents, copyrights, trade secrets, trademarks, and other proprietary rights associated with any and all confidential information that may be shared or communicated to Customer. No ownership or title to any Confidential Information or any other associated proprietary rights) are or may be transferred to Customer under this Agreement.

7.5 Exceptions. The confidentiality obligations of Customer under this Section 7 shall not apply to any Confidential Information that Customer can conclusively prove that: (i) was in or entered the public domain through no fault of Customer; (ii) was known to Customer before the disclosure by MORPHO; (iii) was received by Customer from a third party legally entitled to make an unrestricted disclosure; or (iv) was required to be disclosed by applicable law, regulation, or order by a governmental authority having appropriate subject matter jurisdiction; provided, however, that in the event of any disclosure under this subparagraph (iv), Customer shall provide MORPHO with reasonable notice prior to any additional disclosure and provide such assistance as MORPHO may reasonably request to challenge or narrow the scope of such disclosure.

SECTION 8. MISCELLANEOUS

8.1 Disclaimer. THIS IS A SERVICES AGREEMENT. MORPHO DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY REPAIR, REPLACEMENT, CORRECTION, UPDATE, UPGRADE, SERVICE OR OTHER ITEM FURNISHED BY OR ON BEHALF OF MORPHO UNDER THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.)

8.2 Excused Performance. MORPHO will not be responsible for or be considered to be in breach or default under this Agreement on account of any cause beyond MORPHO's reasonable control or not occasioned by MORPHO's fault or gross negligence (including, but not limited to, MORPHO's inability, after due and timely diligence, to procure materials, parts, equipment, or services to Customer) that precludes, interrupts, disrupts, or terminates MORPHO's performance as defined under this Agreement. Thus, MORPHO's complete performance as stated in this Agreement shall be excused.

8.3 LIMITATIONS OF LIABILITY. MORPHO'S LIABILITY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, STRICT LIABILITY, OR PRODUCT LIABILITY OF MORPHO) WITH REGARD TO ANY REPAIR, REPLACEMENT, CORRECTION, UPDATE, UPGRADE, SERVICE, OR OTHER ITEM FURNISHED OR TO BE FURNISHED UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO MORPHO FOR SUCH ITEM. FURTHER, MORPHO SHALL NOT IN ANY EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, OR LOSS OF REVENUE, LOSS OF BUSINESS, OR OTHER FINANCIAL LOSS, ARISING OUT OF OR IN CONNECTION WITH OR AS CONSEQUENCE OF ANY REPAIR, REPLACEMENT,



CORRECTION, UPDATE, UPGRADE, SERVICE, OR OTHER ITEM FURNISHED OR TO BE FURNISHED UNDER THIS AGREEMENT.

8.4 Nonwaiver. Any failure by MORPHO to insist upon or enforce performance by Customer of any of the provisions contained herein or to exercise any right or remedy as defined under this Agreement or applicable law shall not be construed as a waiver or relinquishment of MORPHO's right to assert or rely upon any such provision, right, or remedy in that or any other instance; rather the same shall be and shall remain in full force and effect until the termination of this Agreement.

8.5 Assignment. Customer shall not assign this Agreement or any of its rights hereunder, by operation of law or otherwise, without the prior written consent of MORPHO. No assignment by Customer, with or without MORPHO's consent, will relieve Customer from any of its obligations as defined under this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the signatory parties and their respective successors, assigns, and legal representatives.

8.6 Applicable Law and Venue. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington, without reference to its choice of law principles. Customer shall not commence or prosecute any action, suit, proceeding, or claim arising under or by reason of this Agreement other than in the state or federal courts located in King County, Washington. Customer irrevocably consents to the jurisdiction of the courts identified in the preceding sentence in connection with any action, suit, proceeding, or claim arising under or by reason of this Agreement.

8.7 Entire Agreement. This Agreement constitutes the entire agreement, and supersedes any and all prior agreements, between MORPHO and Customer with regard to MORPHO providing maintenance services for Equipment and Software. No amendment, modification, or waiver of this Agreement shall be valid unless set forth in a written instrument signed by the party to be bound and consented to and accepted by MORPHO.

Appendix A Boone County Sheriff's Dept. Maintenance Spreadsheet

Total

ITEM DESCRIPTION	QTY	D	Dec-09	J	an-10	F	reb-10	M	far-10	A	(pr-10	N	1ay-10	J	un-10	Jul-10	A	ug-10	S	ep-10	6	Dct-10	Ν	lov-10	D	ec-10	Dec	09 - Nov 10
ILS2	1	\$	950.32	\$	950.32	\$	950.32	\$	950.32	\$	950.32	\$	950.32	\$	950.32	\$ 950.32	\$	950.32	\$	950.32	\$	950.32	\$	950.32	\$	997.83	\$	12,401.67
UPS	2	\$	23.80	\$	23.80	\$	23.80	\$	23.80	\$	23.80	\$	23.80	\$	23.80	\$ 23.80	\$	23.80	\$	23.80	\$	23.80	\$	23.80	\$	24.99	\$	310.59
Print Server	1	\$	120.10	\$	120.10	\$	120,10	\$	120.10	\$	120.10	\$	120.10	\$	120.10	\$ 120.10	\$	120.10	\$	120.10	\$	120.10	\$	120.10	\$	126.11	\$	1,567.31
Printer	1	\$	45.24	\$	45.24	\$	45.24	\$	45.24	\$	45.24	\$	45.24	\$	45.24	\$ 45.24	\$	45.24	\$	45.24	\$	45.24	\$	45.24	\$	47.50	\$	590.38
ILS2 P250M Duplex Tenprint Card Printer	1	Pa	id	Pai	d	Pa	id	Pai	id	Pa	id	Pa	ud	Pa	id	\$ 241.17	\$	241.17	\$	241.17	\$	241.17	\$	241.17	\$	241.17	\$	1,447.02
TOTAL		\$ 1	1,139.46	\$1	,139.46	\$	1,139.46	\$1	,139.46	\$	1,139.46	\$	1,139.46	\$	1,139.46	\$ 1,380.63	\$ 1	1,380.63	\$1	,380.63	\$	1,380.63	\$	1,380.63	\$1	,437.60	\$	16,316.97

Annual 5% increase begins after every anniversary date

.

Contract Ends December 31, 2013

Added the newer ILS2 P250M equipment on spreadsheet to have 1 contract for customer.

Customer requested to have a 13 month billing cycle to get them on their Fiscal Budget of Jan - Dec

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

County of <u>HERCE</u>) State of <u>WASHINGTON</u>

My name is JUDY BRUNS___. I am an authorized agent of MORPHOTRAK_

)ss

)

(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached to this affidavit.

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

Affinit Bruns 3-30-2010 Affinit Date JUDY BRUNS Printed Name Subscribed and sworn to before me this $\frac{20^{4}}{1000}$ day of March, $2d_{0}$. **Notary Public** State of Washington KATHLEEN JO MURPHY ppointment Expires Jun 8, 2011

Online Resources | Tutorial | Home | Contact Us | Exit

E-Verify	Employment Eligibility	Verification	Tutorial Home Contac	t Us Exit
Case Administration	Company Information			
Initial Verification	Company Name:	MorphoTrak, Inc		View / Edit
View Cases	Company ID Number:	276250		
User Administration				
Change Password	Physical Location:		<u>Mailing_Address</u>	1
Pwd Challenge Q&A	Address 1:	1145 Broadway, Suite 200	Address 1:	
Change Profile	Address 2:		Address 2:	
Site Administration	City:	Tacoma	City:	
Add User	State:	WA	State:	
View Users	Zip Code:	98402	Zip Code:	
Maintain Company	County:	PIERCE		
Terminate Company	Employer Identification Numbe	er: 330154789		
Participation	Total Number of Employees:	100 to 499		
Reports	Corporate / Parent Company:			
View Reports				
	Organization Designation			
	Employer Category:	None of these categories apply		
	NAICS Code:	541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVIC	 CES	View /.Edit
	Total Hiring Sites:	2		View / Edit
	Total Points of Contact:	3		View / Edit

U.S. Department of Homeland Security | U.S. Citizenship and Immigration Services

Download Viewers

(Please complete and return with Contract)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

JEAN-YVES GUEDON SR. VICE PRESIDENT

Name and Title of Authorized Representative

Signature

2/5/2013 Date

SURED N 1 T T T HE F NOTWI MAY B CONDI R ADD'I R ADD'I R	OLICIES OF INSURANCE LISTED THSTANDING ANY REQUIREMENT,	D BELOW HAVE BEEN ISSUED T TERM OR CONDITION OF ANY CON NSURANCE AFFORDED BY THE POL		Autual Fire Ins Co n Guarantee & Lia nsurance Corpora urance Company	ability Ins Co	NAIC # 23035 26247 42404 33022	
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		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	. LIN	NTS	
	ENERAL LIABILITY COMMERCIAL GENERAL LIABILITY	TB2641438914029	07/01/2009	07/01/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES(Ea occurrence)	\$ 1,0	<u>00,0(</u> 00,0(
	CLAIMS MADE X OCCUR				MED EXP (Any one person)	•	10,00
X	CONTRACTUAL LIABILITY				PERSONAL & ADV INJURY		00,00 00,00
GI					GENERAL AGGREGATE	¥ .	00.00
X	POLICY PRO- JECT LOC			L		φ <u>2</u> ,0	
	ITOMOBILE LIABILITY	AS2641438914019	07/01/2009	07/01/2010	COMBINED SINGLE LIMIT	\$ 1,0	00,00
	ALL OWNED AUTOS				BODILY INJURY (Per person)	\$	
x	HIRED AUTOS				BODILY INJURY (Per accident)	\$	
X	AUTO PHY DMG COMP \$250 COLL \$1000				PROPERTY DAMAGE (Per accident)	\$	
G					AUTO ONLY - EA ACCIDENT	\$	
					OTHER THAN AUTO ONLY: AGG	\$ \$	
		AUC-9307555-07	07/01/2009	07/01/2010	EACH OCCURRENCE		00,00
X	OCCUR CLAIMS MADE				AGGREGATE	\$ 1,0 ⁴ \$	00,00
	DEDUCTIBLE					\$\$	
	RETENTION \$					\$	
	RS COMPENSATION AND	WA764D438914039	07/01/2009	07/01/2010	X WC STATU- TORY LIMITS ER		
ANY PRO	PRIETOR/PARTNER/EXECUTIVE Y/N	WC7641438914049 (RETRO) STOP GAP (WA)	07/01/2009	07/01/2010	E.L. EACH ACCIDENT		00,00
1	MEMBER EXCLUDED?				E.L. DISEASE - EA EMPLOYE		00,00
SPECIAL	ry In NH) If yes, describe under PROVISIONS below				E.L. DISEASE - POLICY LIMIT	\$ 1,0	00,00
		PRO000983(09)	07/01/2009	07/01/2010	LIMITS ON FILE WITH DEDUCTIBLE:		4,02
	OSS/DAMAGE SUBJ. TO ERMS, COND. & EXCL.				BUS. INTERRUPTION		06,30
SCRIPTION	OF OPERATIONS/LOCATIONS/VEHICLES	S/EXCLUSIONS ADDED BY ENDORSEMENT ed as respects their interest in the c					

	CHI-002814926-01	CANCELLATION
County of Boone Attn: Melinda Bobbitt, CPPB 601 E. Walnut, Rm. 208 Columbia, MO 65201		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND <u>UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</u> AUTHORIZED REPRESENTATIVE O'MARSH USA Inc. Mary Radaszewski

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191-2010



BOONE COUNTY Department of Information Technology ROGER B. WILSON GOVERNMENT CENTER 801 E. Walnut, Room 221 Columbia, MO 65201-4890

573-886-4319

Aron Gish

Director

DATE: April 8th, 2010

TO: Ken Pearson, Presiding Commissioner Karen Miller, District I Commissioner Skip Elkin, District II Commissioner

FROM: Aron Gish

SUBJECT: Fixed Asset Emergency Replacement – Failing Hardware - PC Tag #14883

cc: June Pitchford, County Auditor Caryn Ginter, Budget Analyst

The PC with the tag # of 14883 was purchased in March of 2005 for \$976.00. This PC Workstations is an HP Model DC7100 and shows symptoms of a main board failure. This PC is currently assigned to Bob Brown at the Sheriff's Department. IT Helpdesk Technicians have determined the first failing part to be replaced is the system's main board. This part, which may correct the current problem, would cost \$283.49. Not knowing if this is a complete repair path for the PC, I feel it is not cost effective to attempt to repair this PC. There is no service contract on PCs and the manufacturer's warranty expired more than 2 years ago.

Since this PC is critical to daily operations I am requesting to move forward using "Unanticipated Hardware Emergencies" account 1170-92301 to purchase a replacement PC at the cost of \$555.00. This price includes 1 PC workstations with 3 years manufacturer's warranty and shipping.

Attach this memo to Purchase Requisition.

Ref attached: WWT Quote 1191561.0, Dated 04/01/2010 for 1 System I/O Board @ \$283.49



April 1, 2010 12:22 PM

Quote Number: 1191561.0

Page 1 of 1

State of MO-PVC-ST -- C206026001

Prepared By	Frost, Majesty M.	Submitted Date: Contact:	Wilper, Neal
World Wide Technology, Inc.		Agency/Company:	Boone County, MO - Information Technology
56 Weldon Parkway St. Louis, MO 63043		Phone: Fax:	573-886-4442
Phone: Fax:	314-569-7023	e-mail:	nwilper@boonecountymo.org
e-mail:	majesty.frost@wwt.com	Bid #:	Motherboard for DC7100 USD
P.O.C.:	FROST, MAJESTY M.	WWT Quote #:	1191561.0
Account Manager: Acct. Mgr. Phone: Acct. Mgr. e-mall:			

Item Description	Manufacturer	Part Number	Qty	Customer Unit Price	Extended *ATS Price (Days)
1 Hp System I/O Board	HEWLETT PACKARD	361681-001	1	\$283.49	\$283.49

Subtotal:	\$283.49
0% Contract Fee (Minimum \$0.00):	\$0.00
Shipping Charges:	\$0.00
Grand Total:	\$283.49

* ATS - Available to Ship

-To learn more about WWT's Cisco Authorized Training Courses, Rates Promotions, -go online to http://www.wwt.com/ciscotraining.html or call WWT today at (800) 432-7008 Please call 888-234-8898 Option #1 - Sales/Pleace Order Option #2 - Order Status/Return Option #2 - Service (report a trouble call Option #4 - Hardware Maintenance Pricing

192-2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI	April Session of	f the April Ad	journed	Term. 20	10
County of Boone					
In the County Commission of said county	, on the	8 th	day of April	20	10

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

Now on this day the County Commission of the County of Boone does hereby approve and authorize the signing of the Americans with Disabilities Act 20th Anniversary commemorative certificate by the Boone County Commissioners.

Done this 8^{th} day of April, 2010.

ATTEST:

LIS. Norenks

Wendy S. Nøren Clerk of the County Commission

uml Kenneth M. Pearson

Remeth M. Pearson Presiding Commissioner

mailer lin

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

Americans with Disabilities Act

20th Anniversary



Whereas, on July 26, 1990, the Americans with Disabilities Act (ADA) was enacted to ensure the civil rights of people with disabilities and establish a clear and comprehensive national mandate for the elimination of discrimination against individuals with disabilities; and

Whereas, over the last twenty years, Boone County officials have taken to heart the intention of the this legislation to make accessibility a reality for all Boone County citizens; and

Whereas, as county buildings are being built or remodeled we have engaged ADA professionals to evaluate plans, signage and equipment for county buildings to make it easier for individuals with disabilities; and

Whereas, as needed accommodations are made to make it possible to offer Boone County job opportunities for those with special needs; and

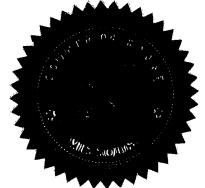
Whereas, the Boone County courts system has installed equipment to assist the hearing impaired to make all courtrooms ADA accessible; and

Whereas, the ADA has expanded opportunities for Americans with disabilities by reducing barriers, changing perceptions, and increasing full participation in community life. However, the full promise of the ADA will only be reached if public entities remain committed in their efforts to fully implement the ADA; and

Whereas, on the 20th anniversary of the American with Disabilities Act, we celebrate and recognize the progress that has been made under the ADA by reaffirming the principles of equality and inclusion and recommitting our efforts to reach full ADA compliance; and

Now, Therefore, Let It Be Resolved, the Boone County Commission hereby reaffirms the county's commitment to work toward full accessibility and inclusion of people with disabilities.

Done this 8th day of April 2010.



ATTEST:

en. County

enneth M. Pearson, Presiding Commissioner

Karen M. Miller, District I Commissioner

Skip Elkin, District II Commissioner