

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 13

County of Boone

} ea.

In the County Commission of said county, on the

25th

day of July

20 13

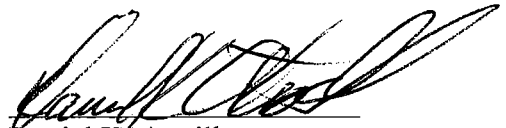
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached grant application request by the Sheriff's Department for 2013/2014 State Cyber Crimes.

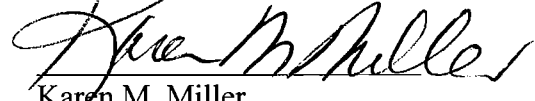
Done this 25<sup>th</sup> day of July, 2013.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner

Absent

Janet M. Thompson  
District II Commissioner

BOONE COUNTY SHERIFF'S DEPARTMENT  
INTER-OFFICE COMMUNICATION

TO: Captain Chad Martin/Leasa Quick

FROM: Andy Anderson

DATE: 7-22-2013

SUBJECT: State Cyber Crimes Grant

Attached is a copy of the 2013/2014 State Cyber Crimes Grant application. This application needs to be approved by the county commission and signed by the Presiding Commissioner. I need to deliver the grant electronically to the Missouri Department of Public Safety no later than Wednesday, August 7, 2013.

If you or anyone else has any questions, please contact either me or Tracy Perkins.



**Application**

**24906 - 2014 SCCG - Final**

---

**25037 - Boone County Sheriff's Department Cyber Crimes Task Force  
State Cyber Crime Grant (SCCG)**

**Status:** Editing **Submitted Date:**

***Applicant Information***

---

**Primary Contact:**

**Name:\*** Mr. Andy Anderson  
Title First Name Last Name

**Job Title:\*** Detective

**Email:\*** AAnderson@Boonecountymmo.org

**Mailing Address:\*** 2121 County Drive

**Street Address 1:**

**Street Address 2:**

**\* City State/Province Postal Code/Zip**  
 Columbia Missouri 65202

**Phone:\*** 573-442-4313 Ext.

**Fax:\*** 573-442-4966

**Organization Information**

**Applicant Agency:\*** Boone County, Cyber Task Force

**Organization Type:\*** Government

**Federal Tax ID#:\*** 436000349

**DUNS #:\*** 182739177

**CCR Code:** 4KKC8 **01/17/2014**  
Valid Until Date

**Organization Website:** www.showmeboone.com

**Mailing Address:\*** 801 E. Walnut Street

**Street Address 1:**

**Street Address 2:**

**City\*** Columbia Missouri 65201 7732  
City State/Province Postal Code/Zip + 4

**County:\*** Boone

**Congressional District:\*** 04

**Phone:\*** 573-886-4305 Ext.

**Fax:\*** 573-886-4311

**Contact Information**

---

**Authorized Official**

*The Authorized Official is the individual that has the ability to legally bind the applicant agency in a contract (e.g. Presiding Commissioner, Mayor, City Administrator, State Department Director).*

**Name:\*** Mr. Daniel Atwill  
Title First Name Last Name

**Job Title:\*** Presiding Commissioner

**Agency:\*** Boone County Commission

**Mailing Address:\*** 801 East Walnut Street  
Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

**Street Address 1:**  
If a PO Box is entered on the Mailing Address line, enter the physical street address here.

**Street Address 2:**

**City/State/Zip:\*** Columbia Missouri 65201  
City State Zip

**Email:\*** DAtwill@boonecountymo.org

**Phone:\*** 573-886-4305 Ext.

**Fax:\*** 573-886-4311

**Project Director**

*The Project Director is the individual that will have direct oversight of the proposed project. If the project agency is a law enforcement agency, the Project Director must be the Chief or Sheriff of the law enforcement agency.*

**Name:\*** Sheriff Dwayne Carey  
Title First Name Last Name

**Job Title:\*** Sheriff

**Agency:\*** Boone County Sheriff's Department

**Mailing Address:\*** 2121 County Drive  
Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

**Street Address 1:**

If a PO Box is entered on the Mailing Address line, enter the physical street address here.

**Street Address 2:**

**City/State/Zip:\***

Columbia	Missouri	65202
<small>City</small>	<small>State</small>	<small>Zip</small>

**Email:\*** DCarey@boonecountymo.org

**Phone:\*** 573-875-1111

Ext.

**Fax:\*** 573-876-6113

**Fiscal Officer**

*The Fiscal Officer is the individual who has responsibility for accounting and audit issues at the applicant agency level (e.g. City Clerk, County Treasurer, Director of Finance).*

<b>Name:*</b>	Ms.	Nicole	Galloway
	<small>Title</small>	<small>First Name</small>	<small>Last Name</small>

**Job Title:\*** County Treasurer

**Agency:\*** Boone County Treasurer's Office

**Mailing Address:\*** 801 East Walnut Street

Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

**Street Address 1:**

If a PO Box is entered on the Mailing Address line, enter the physical street address here.

**Street Address 2:**

**City/State/Zip:\***

Columbia	Missouri	65201
<small>City</small>	<small>State</small>	<small>Zip</small>

**Email:\*** NGalloway@boonecountymo.org

**Phone:\*** 573-886-4367

Ext.

**Fax\*** 573-886-4369

**Officer in Charge**

*The Officer in Charge is the individual that will act as the supervisor or commander of the proposed project, if different than the Project Director listed above. This individual will be the primary contact for day-to-day questions regarding the grant project and operations.*

<b>Name:</b>	Mr.	Andy	Anderson
	<small>Title</small>	<small>First Name</small>	<small>Last Name</small>

**Job Title:** Task Force Coordinator

**Agency:** Boone County Sheriff's Department

**Mailing Address:** 2121 County Drive

Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

**Street Address 1:**

If a PO Box is entered on the Mailing Address line, enter the physical street address here.

**Street Address 2:**

**City/State/Zip:** Columbia Missouri 65202  
City State Zip  
**Email:** AAnderson@boonecountymo.org  
**Phone:** 573-442-4313 Ext.  
**Fax:** 573-442-4966

### ***Project Summary***

---

**Application Type:\*** Continuation  
**Current Contract Number(s):** 2013-SCCG-001  
**Program Category:\*** Law Enforcement  
**Project Type:\*** Regional  
**Geographic Area:\*** Boone County, including the cities of Columbia, Centralia, Ashland, Sturgeon, Hartsburg, Rocheport, Hallsville, and Harrisburg. Other Counties include Audrain, Callaway, Cole County, Cooper, Howard, and Randolph. The largest cities in these counties are Mexico, Fulton, Jefferson City, Boonville, Fayette, and Moberly respectively. Located in Central Missouri.  
**Brief Summary:\*** The Boone County Sheriff's Department Cyber Crimes Task Force is a joint cooperative effort formalizing relationships between and among the participating agencies in order to foster an efficient and cohesive unit capable of addressing the problem of crimes committed through the use of computers and Internet within the Mid-Missouri area. The major focus of this task force is the detection and investigation of Internet crimes committed against children. Investigations may include Internet enticement of children, promoting and possession of child pornography, trafficking of children, cyber bullying, trafficking of illegal narcotics to minors, terrorist threats such as plots of violence at schools, or other crimes perpetrated through the use of computers, the Internet, or other electronic media. This task force also provides forensic examinations of computers and other electronic media to law enforcement agencies and prosecuting attorneys in the Mid-Missouri area. To improve public safety, investigators assigned to this task force participate in a public awareness and education program to educate parents, grandparents, social workers, school officials, students, and others about the dangers of the Internet. These programs also serve to educate the public on methods to reduce the likelihood of becoming a victim of Internet crime. Primarily these programs are provided to public, private schools, parent organizations, civic groups, religious organizations, local media, and other group meetings.  
**Program Income Generated:\*** Yes

## Personnel

---

Name	Title	Position	Employment Status	Salary per Pay Period	Number of Pay Periods	% of Grant Funded Time	Total Cost
Mark Sullivan	Detective/Forensic Examiner	Retained	FT	\$1,819.20	26.0	100.0	\$47,299.20
Tracy Perkins	Detective	Retained	FT	\$1,844.80	26.0	100.0	\$47,964.80
							\$95,264.00

## Personnel Justification

---

### Personnel Justification

*If personnel is not included in the budget, skip this section.*

*If personnel is included in the budget, provide justification for each position. If the position is new (created), provide a description of the job responsibilities the individual will be expected to perform. If the position exists (retained), provide a description of the job responsibilities and the experience and/or any certification the individual possesses as it relates to the proposed project.*

*If a salary increase is included, address the individual's eligibility for such increase, the percentage of increase, and the effective date of the increase.*

**Detective Mark Sullivan** is a certified law enforcement officer with 18 years of law enforcement experience. Sullivan has approximately 860 hours of specialized training into the investigation of Internet and technology related offenses with a specialty in forensic examination of computers and cellular telephones. As of this time Sullivan is our only cellular telephone examiner. Although Sullivan's primary responsibility is the forensic examination of electronic evidence, he occasionally investigates Internet crime complainants, conducts surveillance details, testifies in state and federal criminal proceedings, obtains and serves search warrants, prepares and participates in public awareness and education programs, and attends training. This grant will retain this position.

**Detective Tracy Perkins** is a certified law enforcement officer with 20 years of law enforcement experience. Perkins has been assigned to the Task Force since 2007 and has 525 hours of specialized training in investigating Internet and technology related offenses. This detective's primary area of responsibility is to conduct reactive and covert Internet crimes investigations, conduct surveillance details, testify in state and federal criminal proceedings, obtain and serve search warrants, prepare and participate in public awareness and education programs, and attend training. This detective is also the primary investigator for investigations into the distribution of child pornography through file sharing programs. This grant will retain this position.

**Personnel Benefits**

Category	Item	Salary/Premium	Percentage/# of Periods	% of Funding Requested	Total Cost
Dental Insurance	Dental Insurance-BCSD	\$36.46	26.0	100.0	\$947.96
					\$947.96
FICA/Medicare	FICA/Medicare-BCSD	\$95,264.00	0.0765	100.0	\$7,287.70
					\$7,287.70
Life Insurance	Life Insurance-BCSD	\$3.62	26.0	100.0	\$94.12
					\$94.12
Long-Term Disability	Disability-BCSD	\$95,264.00	0.0029	100.0	\$276.27
					\$276.27
Medical Insurance	Health Insurance-BCSD	\$365.38	26.0	100.0	\$9,499.88
					\$9,499.88
Pension/Retirement	Pension/Retirement-BCSD	\$30.00	26.0	100.0	\$780.00
					\$780.00
Workers Comp	Workers Compensation-BCSD	\$95,264.00	0.0348	100.0	\$3,315.19
					\$3,315.19
					\$22,201.12

**Personnel Benefits Justification**

**Benefits Justification**

*If personnel benefits are not included in the budget, skip this section.*

*If personnel benefits are included in the budget, provide justification for each fringe benefit. If your agency anticipates a premium or rate change during the contract period, indicate the effective date of change and the reasoning for such change.*

- All benefits paid to Task Force members are determined by calculations provided by each investigator's sending agency. Tracy Perkins and Mark Sullivan's benefits are those paid to all officers with the Boone County Sheriff's Department.

**Dental Insurance** is insurance to pay basic dental care for each employee.

**FICA Medicare** is payments to U.S. government for Medicare insurance

**Life Insurance** is life insurance paid to each Boone County employee

**Long-Term Disability** is insurance to pay for long term disability insurance in case an employee is disabled for an extended period

**Medical Insurance** is insurance paid for the employee for health insurance



**Pension/Retirement** is the county's portion of payments made to the employees 401A

**Workers Compensation** is money paid to the U.S. government for insurance in case the employee is injured on the job

## Personnel Overtime

---

Name	Title	Hourly Overtime Pay	Hours on Project	Total Cost
Andy Anderson	Detective/ Forensic Examiner	\$37.08	156.0	\$5,784.48
Mark Sullivan	Detective/Forensic Examiner	\$34.11	156.0	\$5,321.16
Tracy Perkins	Detective	\$34.59	156.0	\$5,396.04
				\$16,501.68

## Personnel Overtime Justification

---

### Overtime Justification

*If overtime is not included in the budget, skip this section.*

*If overtime is included in the budget, provide justification for the expense. Describe why overtime funding is necessary and how it will aid in the success of the project.*

*If an overtime pay rate increase is included, address the individual's eligibility for such increase, the percentage of increase, and the effective date of the increase.*

Overtime is being sought for the two investigators being retained by this grant, and for one investigator/forensic examiner who is assigned fulltime to the Task Force by the Boone County Sheriff's Department. Overtime will be used as needed and may vary in specific hours.

In the 2012/13 grant period the Task Force saw an increase in new investigations with a majority being reactive cases. Reactive cases can be time consuming and labor intensive. When dealing with real victims the amount of evidence is significantly more, such as, court orders, interviews, computer/cell phone evidence, social networking recovery and multiple interviews. To add to the reactive cases the Task Force endured two labor intensive reactive investigations involving the rescue of two children from a family member involving the production and distribution of child pornography. Also, the Task Force handled a human sex trafficking case involving a minor and adults. Each case involved many hours preparing numerous search warrants, follow up interviews and preparing reports.

In order to maintain each Task Force members current caseload and to increase more investigations, the Task Force members must work more than 40 hours per week. Overtime is needed to pay for these endeavors, and without overtime funding, the accomplishments would be drastically reduced.

**Detective Andy Anderson** is a certified law enforcement officer with over 28 years of law enforcement experience. Anderson has been conducting Internet related investigations since 1999 and was assigned to the Task Force in 2007. Anderson has over 770 hours of specialized training in the investigation of Internet and technology related offenses including the forensic examination of electronic media. This detective is the coordinator of the Task Force and therefore is responsible for the day-to-day operations of the Task Force. Additionally, this investigator conducts reactive and covert Internet crime investigations, conducts surveillance details, testified in State and Federal criminal proceedings, obtains and serves search warrants, prepares and participates in public awareness and education programs, and attends training.



**Personnel Overtime Benefits**

Category	Item	Overtime/Premium	Percentage/# of Periods	% of Funding Requested	Total Cost
FICA/Medicare	FICA/Medicare- BCSD	\$16,501.68	0.0765	100.0	\$1,262.38
					\$1,262.38
Workers Comp	Workers Compensation- BCSD	\$16,501.68	0.0348	100.0	\$574.26
					\$574.26
					\$1,836.64

**Personnel Overtime Benefits Justification**

**Overtime Benefits Justification**

*If overtime benefits are not included in the budget, skip this section.*

*If overtime benefits are included in the budget, provide justification for each fringe benefit. If your agency anticipates a premium or rate change during the contract period, indicate the effective date of change and the reasoning for such change.*

Overtime is being sought for the two investigators being retained by this grant, and for one investigator/forensic examiner who is assigned fulltime to the Task Force by the Boone County Sheriff's Department. Overtime will be used as needed and may vary in specific hours and personnel as estimated on the overtime budget.

All benefits paid to Task Force members are determined by calculations provided by each investigator's spending agency. Benefits are paid to all employees with the Boone County Sheriff's Department.

**FICA Medicare** is payments to U.S. government for Medicare insurance

**Workers Compensation** is money paid to the U.S. government for insurance in case the employee is injured on the job

**Travel/Training**

Category	Item	Unit Cost	Duration	Number	Total Cost
Registration Fee	Black Bag Forensic Advanced Techniques	\$2,700.00	1.0	1.0	\$2,700.00
Airfare/Baggage	Black Bag Forensic Advanced Techniques	\$500.00	1.0	1.0	\$500.00
Lodging	Black Bag Forensic Advanced Techniques	\$121.00	5.0	1.0	\$605.00
Meals	Black Bag Forensic Advanced Techniques	\$50.00	6.0	1.0	\$300.00
Airport Parking	Black Bag Forensic Advanced Techniques	\$10.00	5.0	1.0	\$50.00
Airfare/Baggage	Black Bag Forensic In-Depth Analysis	\$550.00	1.0	1.0	\$550.00
Lodging	Black Bag Forensic In-Depth Analysis	\$122.04	5.0	1.0	\$610.20
Meals	Black Bag Forensic In-Depth Analysis	\$55.00	6.0	1.0	\$330.00
Airport Parking	Black Bag Forensic In-Depth Analysis	\$10.00	5.0	1.0	\$50.00
Registration Fee	Black Bag Forensic In-Depth Analysis	\$2,700.00	1.0	1.0	\$2,700.00
Misc. Shuttles/Taxis/Tolls/Parking	Black Bag Primary Analysis	\$50.00	2.0	1.0	\$100.00
Registration Fee	Black Bag Primary Analysis	\$2,700.00	1.0	1.0	\$2,700.00
Lodging	Black Bag Primary Analysis	\$152.00	5.0	1.0	\$760.00
Airfare/Baggage	Black Bag Primary Analysis	\$610.00	1.0	1.0	\$610.00
Airport Parking	Black Bag Primary Analysis	\$8.00	5.0	1.0	\$40.00
Meals	Black Bag Primary Analysis	\$50.00	6.0	1.0	\$300.00
Airfare/Baggage	National ICAC Conference	\$410.00	1.0	5.0	\$2,050.00
Misc. Shuttles/Taxis/Tolls/Parking	National ICAC Conference	\$16.00	2.0	5.0	\$160.00
Lodging	National ICAC Conference	\$133.00	5.0	5.0	\$3,325.00
Meals	National ICAC Conference	\$40.00	6.0	5.0	\$1,200.00
Airport Parking	National ICAC Conference	\$10.00	5.0	1.0	\$50.00
					\$19,690.20

**Travel/Training Justification****Travel/Training Justification**

*If travel/training is not included in the budget, skip this section.*

*If travel/training is included in the budget, provide justification for each expense and why such is necessary to the success of the proposed project.*

*For training, identify the location and date(s) of the training. If either the location or date(s) is unknown, clearly identify such. Describe the anticipated benefit and/or a synopsis of the training and who will be attending such event.*

**Black Bag Macintosh Forensic Advanced** - This class will be hosted in San Jose, California on October 28th through November 1, 2013. This course will show how to best work with Apple Appliances, Software RAIDs, and use advanced command line tools. Students will further their understanding of the HFS file

system, deleted files, and file recovery. Students learn through a combination of course instruction and hands-on practical case studies. At the conclusion of the course the student will be able to identify how to handle and extract data from Apple Appliances, demonstrate the ability to create and identify various software RAIDs, demonstrate the ability to correctly identify the members of any software RAID set and to rebuild/image the RAID members, demonstrate knowledge of the HFS file system, and be able to properly identify the steps and issues associated with file deletion and recovery. This training will be attended by Scott Richardson. This training is a 400 level course. This course is an advanced course and would give the examiner an in depth level of training and maximize his knowledge of extracting evidence from Mac devices.

**Black Bag Macintosh Forensic In-Depth Analysis** - This class will be hosted in area of Fairfax County in Virginia on October 21st through October 25, 2013. This course will show the forensic analyst how to best analyze images, passwords, and iPods. Students will further their understanding of how to conduct a forensic analysis on a Mac that contains Apple and 3rd party Internet cache files and/or other important artifacts. Additionally, students will learn how to access password-protected areas on a Mac system. Students will learn through a combination of course instruction and hands on practical case studies. This training will be attended by Scott Richardson. This training is a 300 level course. This course is the next level up from a previous course this examiner has attended and would further his knowledge and level of expertise on Mac devices.

**Black Bag Primary Analysis** this training is a level 200 course. This class will be hosted in Fairfax County in Virginia on September 23rd through September 27, 2013. The course will provide the necessary Mac alternatives to forensic analysis already familiar with Windows OS analysis. Students will gain an understanding of how to conduct a complete forensic analysis on a Mac. A scenario and lecture will help students better understand how suspects use and store files on Mac computers. This training will be attended by Andy Anderson. By sending this examiner this would benefit the Task Force and increase the number of examiners that could conduct examinations on Mac devices.

**The 2014 National Internet Crimes Against Children Conference** is not yet scheduled but should in mid May 2014. This training is designed for members of the National Internet Crimes Against Children Task Force of which our Task Force is a member. Training includes both instructional and hands on practical labs covering a variety of Internet related investigations and forensics. In 2013 this training was cancelled due to the Federal sequester. In 2012 more than 150 lecture sessions and over 70 interactive computer lab workshops were scheduled. This training provides the latest techniques and technology related to Internet investigations and forensics through the most qualified national trainers. Four investigators and one assistant prosecutor will be sent to this training opportunity. Cost estimates were obtained by comparing estimated costs from when Task Force members attended in 2012. Dates and location for the 2014 training has not yet been released so expenditures will undoubtedly change. This training will be attended by Andy Anderson, Tracy Perkins, Mark Sullivan, Scott Richardson and Assistant Prosecutor Merilee Crockett.

## Equipment

---

Item	Description	Unit Cost	Quantity	Source of Bid	% of Funding Requested	Total Cost
Computer tower, Intel 5 processor with 500 GB hard drive	Computer tower for cell phone examinations	\$951.00	1.0	Personalized Computers in Columbia, MO	100.0	\$951.00
						\$951.00

## Equipment Justification

---

### Equipment Justification

*If equipment is not included in the budget, skip this section.*

*If equipment is included in the budget, provide the following for each budget line item:*

- *What is the item?*
- *How will the item be used?*
- *Who will use the item?*
- *Is the item a replacement to current equipment, in addition to current equipment, or something the agency doesn't currently have?*

**Computer Tower** will be built and purchased from a local computer store. This computer is a replacement to another computer acquired in 2005. The current machine is inadequate for the current software designed for cell phone examinations. The primary use of this computer would be used as a cell phone workstation. Specialized software for cell phones would be installed on this centralized computer that would allow Task Force investigators and other affiliated Task Force members to access this workstation to exam cell phones relatively easy and create a report when finished.

With other agencies accessing this workstation this would allow for an examination to be completed faster and will reduce backlog. This item would be used by Andy Anderson, Tracy Perkins, Mark Sullivan, Scott Richardson and other affiliated Task Force members under the direction the Boone County Task Force.

## Supplies/Operations

Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost
Air Card Service	Monthly	\$47.00	12.0	100.0	\$564.00
AVG Virus Software	Annually	\$350.48	1.0	100.0	\$350.48
Cellebrite Logical and Physical License Renewal	Annually	\$3,098.00	1.0	100.0	\$3,098.00
Computer Forensic License by Access Data	Annually	\$1,119.00	3.0	100.0	\$3,357.00
Domain Registration	Annually	\$25.00	1.0	100.0	\$25.00
Internet Service	Monthly	\$59.95	12.0	100.0	\$719.40
Mobile Phone Examiner License by Access Data	Annually	\$840.00	1.0	100.0	\$840.00
Secure View Mobile Phone License Renewal	Annually	\$1,350.00	1.0	100.0	\$1,350.00
Web Site Hosting	Monthly	\$12.00	12.0	100.0	\$144.00
					\$10,447.88

## Supplies/Operations Justification

### Supplies/Operations Justification

*If supplies/operations are not included in the budget, skip this section.*

*If supplies/operations are included in the budget, provide the following justification for each expense:*

- *Why is the item necessary for the proposed project? Be sure to clearly identify how the item will be used.*
- *Who will use the item?*

*If your agency anticipates a rate change during the contract period, indicate the effective date of change and the reasoning for such change.*

**Air Card (Internet Wireless) renewal.** This device allows investigators to access the Internet from remote sites. This device is used for enticement investigations when the decoy investigator needs to be at a meeting site yet have Internet contact with the suspect. This device also allows investigators to have Internet access when working cases away from the office area such as surrounding counties. This is a continuation of our current Internet account.

**AVG Anti Virus Software renewal** this is software for anti-virus and Internet Security. Currently all Task Force computers are currently running AVG software and need to continue with this subscription to prevent any virus or Trojan intrusions that potentially could hinder the use of any of the Task Force computers. The Task Force forensic examiners run this software on a suspect's computer to determine any viruses currently on the suspect's machine.

**Cellebrite Logical and Physical License renewal-** The Cellebrite cell phone acquisition device is utilized in two ways. This device can obtain logical cell phone data, which typically includes the data commonly visible to the user of the phone, such as call history, address book, text messages, etc. The physical acquisition can pull a bit-by-bit image of all data, including potential deleted text messages, calendar appointments, Internet history, and etc. Annual renewal of the software license is needed to maintain connectivity with new phones released to the consumer. This license would be used by Mark Sullivan and Andy Anderson.



**Computer Forensic License (FTK) renewal.** This is an annual renewal and it supports the Forensic Tool Kit forensic software by Access Data. The licenses would be used by Andy Anderson, Mark Sullivan and Scott Richardson.

**Domain Registration-** Having a registered domain for bcsdcybercrimes.com will allow the Task Force to have an online presence. By failing to continue with the annual renewal of this registration would cause disruption to the website services, making it difficult for the community to locate the Task Force through the Internet. The website currently provides website links on articles and research on how to keep children and families safe on the Internet. In addition, helpful links can be found on other Missouri Task Forces, a reporting site such as the National Center for Missing and Exploited Children and an email link to report directly to the Task Force.

**Internet Service renewal** This is an undercover Internet account for investigators to conduct undercover investigations and for both investigators and forensic examiners to have Internet access to areas necessary for their investigations yet restricted through governmental Internet accounts. The governmental restricted areas may include porn sites, program sites, and others. This is a continuation of our current Internet account.

**Mobile Phone Examiner License renewal.** This is an annual renew and it supports the Forensic Tool Kit forensic software by Access Data designed for cell phone examinations. The benefits to having this license would allow the cell phone examiner to access and pull data from specific devices that other forensic software fails to do. Combining this license with others would increase the potential of collecting the necessary evidence from a cell phone to further the investigation. This license would be used by Mark Sullivan.

**SecureView License renewal.** The Secure View cell phone acquisition tool is utilized to obtain logical cell phone data, which typically includes the data commonly visible to the user of the phone, such as call history, address book, text messages, and web browsing. The benefits to having this license would allow the cell phone examiner to access and pull data from specific devices that other forensic software fails to do. Combining this license with others would increase the potential of collecting the necessary evidence from a cell phone to further the investigation. This license would be used by Andy Anderson, Mark Sullivan and Scott Richardson.

**Task Force Web Site** Our Task Force has maintained a web site since 2007. The site can be located at [www.bcsdcybercrimes.com](http://www.bcsdcybercrimes.com). This web site provides information pertaining to keeping children and families safe on the Internet including articles and research papers. The web site also provides users with links to important sites such as other Missouri Task Forces and other reporting sites such as NCMEC. This site also provides users with the ability to e-mail the Task Force with tips or complaints and provides request of service forms for area law enforcement to request forensic assistance or organization's requesting public safety programs.

**Contractual**

---

Item	Basis for Cost Estimate	Unit Cost	Quantity	Total Cost
				\$0.00

**Contractual Justification**

---

**Contractual Justification**

*If contractual or consultant services are not included in the budget, skip this section.*

*If contractual or consultant services are included in the budget, provide the following justification for each expense:*

- *Address why the item is necessary for the proposed project.*
- *Who will benefit from the services?*

*If your agency anticipates a rate change during the contract period, indicate the effective date of change and the reasoning for such change.*

N/A

**Total Budget**

---

**Total Project Cost:**            \$166,892.52

## **Brief History of Project Agency**

---

### **Brief History of Project Agency\***

*Provide the following information to provide an overview of the Project Agency:*

- *Brief history of the Project Agency.*
- *Description of services provided by the Project Agency.*
- *If the project is multi-jurisdictional, identify when and why the project originally organized and the number of agencies involved at the time of organization.*

The Boone County Sheriff's Department, established in 1821, is a full service law enforcement agency and detention facility located in Mid-Missouri along the major traveled corridors of Interstate 70 and U.S. Highway 63. Boone County has an enhanced 911 dispatch system administered through the Boone County/Columbia Joint Communications and Information Center (JCIC). JCIC will receive over 250,000 calls for service approximately 66,000 of which will be 911 emergency calls. The Boone County Sheriff's Department (B.C.S.D.) has a total of 148 employees consisting of 65 paid sworn deputies and criminal investigators. In addition to patrol and investigations, the Boone County Sheriff's Department provides a Drug Awareness Resistance Education Program, a Crime Prevention and Neighborhood Watch Program, the Community Oriented Policing Program, a Canine Unit, a SWAT team, a School Resource Officer program, a Traffic Unit, and a teen-oriented Explorer Scouts program. Department personnel actively participate in the Missouri Deputy Sheriff's Association as well as other civic and professional organizations locally, statewide, and nationally.

The Boone County Sheriff's Department began actively investigating crimes perpetrated through the use of computers and the Internet in 1999. In 2002 the Boone County Sheriff's Department focused on investigating the distribution of child pornography and in 2004 began covert investigations into the distribution of child pornography. In January 2007 the Boone County Sheriff's Department joined forces with the Columbia Police Department and Boone County Prosecuting Attorney's Office to establish the Mid-Missouri Internet Crimes Task Force which changed its name to the Boone County Sheriff's Department Cyber Crimes Task Force in 2010. Currently this Task Force serves a seven county area and has twenty-three member agencies. Investigators and forensic personnel include officers from the Boone County Sheriff's Department, University of Missouri Police Department, and the Federal Bureau of Investigation. Any law enforcement agency in the service area can be a working member of this unit.

## **Statement of the Problem**

---

### **Statement of the Problem\***

*Provide the following information to define the problem that you will be attempting to impact with the project for which you are requesting funds:*

- *Identify the problem(s) being addressed by the use of funds being requested.*
- *Include current facts and statistics on incidents of crime and/or growing trends to demonstrate a need for funding.*
- *Identify existing resources (or the lack thereof), demographic and geographic specifications, etc. to demonstrate a need for funding.*

According to Internetstatistics.com there are over 273 million Internet users in North America and over 2.2 billion worldwide. The International Association for Wireless Telecommunications reports over 2.5 trillion text messages were sent in the United States in 2011 which is an increase of half a trillion over the

previous year. The drastic increase in these numbers is directly related to the rapidly increasing numbers of children and adults, using the Internet and cellular telephones. With the increase in use of the Internet and technology the frequency of criminal activity occurring through the use of technology increases. Crimes against children to include enticement, child pornography, sexual assault, human trafficking, and other forms of child exploitation continue to increase. Sexting is also growing at an alarming rate across Mid-Missouri. According to the United States Department of Commerce, the fastest growing category of victim for identity theft is children.

The Task Force completed a research project in 2012 which a survey of High School and Junior High School age teens was conducted. The results of this survey indicate over 90% of the teens in our jurisdiction has a computer in their home and over 80% have cellular telephones.

Over 13% of teens in the Mid-Missouri area have been asked by a stranger they met over the Internet to meet in person and over 30% of the girls and 22% of the boys have been asked to send sexually graphic photographs of themselves to another person. Fourteen percent report they have engaged in Internet chat conversations regarding sex or sexual touching, commonly referred to as cybersex, through the Internet and nearly 18% have engaged in this behavior through cellular telephones. Nearly 32% of the girls and 17% of the boys reported being "bullied" through the Internet or cell phone. According to the data, girls are 1.5 times more likely to be bullied over a cell phone as through the Internet but twice as likely to be bullied both places than over a cell phone alone.

The seven county area our Task Force serves in Mid-Missouri with has an estimated population of approximately 367,661 of which, over eighty thousand are under eighteen years of age, according to the 2012 census estimates. As a result of the number of crimes perpetrated against minors in Mid-Missouri in 2012-2013 the numbers are conservatively in the thousands.

During the 2012 grant period 80% of the Task Force caseload was complaint driven. From January 1st through June 1, 2013, 96% of the Task Force caseload was complaint driven. Although this trend indicates our Task Force is becoming better known in our area allowing more families to seek our service, we have also discovered that complaint driven cases are much more time consuming and labor intensive. Victims typically don't understand the importance of saving all correspondence and evidence as undercover investigators do. And as the number of complaint driven cases rise, the ability to conduct undercover investigations and apprehend a dangerous subject before he can do harm diminishes.

Since the start of our Task Force in 2007 the number of investigations and forensic examinations has steadily increased. Between January 1, 2007 and June 1, 2013 we have conducted over 775 investigations with over 150 arrests and performed over 875 forensic examinations.

As these numbers increase, investigators and examiners struggle to keep up. Our Task Force currently has only 3 full time investigators, two of which are also forensic examiners. One part time investigator/examiner specializes in Macintosh operating systems. Over the past two years we have seen a substantial increase in Mac related investigations. This increase is due to the increased popularity of Macintosh related products and the use of Mac computers by University of Missouri students.

As we all know, technology is constantly changing. Investigators and examiners struggle to maintain a knowledge base that keeps up with this constant change. Not only must investigators and examiners maintain a knowledge base that allows them to investigate and examine technology related crimes adequately they are expected by judges and juries to be experts on the technology used by any particular suspect, no matter how new that technology might be.

## ***Goals and Objectives***

---

**Goals and Objectives\***

*Explain your expectations for the proposed program. Be specific.*

**Goals** are the program's desired results. The goals should be clearly stated, realistic and achievable, even if they are not readily measurable.

**Objectives** are the intermediate results or accomplishments to achieve each goal. The objectives must be both measurable and achievable.

The goal of the Boone County Sheriff's Department Cyber Crimes Task Force is to help prevent the number of children and families becoming victims or those who have become victims perpetrated through the Internet and to apprehend those responsible for the crimes committed. Five primary objectives to reaching this goal are outlined through both investigative and educational methods. Each objective is important and stands on its own merit and is not necessarily ranked in any specific order.

**Objective #1.** During this 12 month grant period; initiate at least 25 new investigations, per quarter. As the number of investigations increases the number of Internet criminals that can be identified increases. These investigations will include investigations into child enticement, child exploitation, obscenity toward children, and the distribution of child pornography.

**Objective #2.** During this 12 month grant period; conduct at least 10 investigations into the possession and distribution of child pornography, per quarter. Research indicates a substantial number of those possessing child pornography have engaged in the sexual molestation of children undetected by law enforcement not to mention the re-victimization of children when these horrific image are passed around like a prized possession.

**Objective #3 -** During this 12 month grant period; to exam at least 30 electronic evidence, per quarter. As a Task Force we want to increase the services we can provide to law enforcement throughout our service area. By do this we will have the ability to help area law enforcement with their investigations of Internet crimes and in turn to help children and families in our service area.

**Objective #4.** During this 12 month grant period; continue to keep the Task Force trained with cutting edge information by sending working Task Force members to at least two training opportunities allowing them to keep current in their proficiency.

**Objective #5.** During this 12 month grant period; provide at least 30 community presentations to parents and students annually. By educating parents and others concerned with the safety of children we can hopefully reduce the number of those who fall victim to Internet criminals. By educating children on the dangers of the Internet we can give them the tools they need to both protect themselves and to know what they can do when someone approaches them on the Internet.

## ***Type of Program***

---

**Type of Program\***

*Provide the following information about the program that will be implemented by the requested funds:*

- *Identify the number of agencies associated with the multi-jurisdictional project.*
- *Identify the number of officers and forensic personnel (grant-funded and non-grant funded) associated with the project.*
- *Define the services to be provided by the project.*
- *Indicate who will provide the services provided by the project.*
- *Describe how the identified services will be provided.*

*Provide other details, where applicable, to clearly describe the makeup and operation of the proposed project. Flow charts and outlines to support this narrative description may be included under the "Other Attachments" application form.*

The Boone County Sheriff's Department Cyber Crimes Task Force is a joint cooperative effort formalizing relationships between and among the participating agencies in order to foster an efficient and cohesive unit capable of addressing the problem of crimes committed through the use of computers and the Internet within the Mid-Missouri area. It is the desire of the participating agencies to achieve maximum inter-agency cooperation in a combined law enforcement effort aimed at reducing criminal activity perpetrated through the use of computers, the Internet, cellular telephones, and other electronic media within the communities it serves.

As of this time three (3) investigators from the Boone County Sheriff's Department are assigned to the Task Force on a full time basis. One investigator is primarily responsible for both covert and complaint driven investigations. One is primarily responsible for forensic examinations of computers, cellular telephones, and other electronic media. This forensic examiner also investigates some reactive cases. The third is primarily responsible for covert and complaint driven investigations as well as forensic examinations of computers and electronic media. Additionally one (1) forensic examiner/investigator from the University of Missouri Police Department is assigned on a part time basis. This investigator conducts forensic examinations with a specialization in MAC operating systems and conducts some investigations. One (1) FBI agent is assigned to the Task Force on a part time basis who conducts complainant driven investigations. This agent also serves as a liaison in federally prosecuted investigations. Although each investigator has primary responsibilities, since our unit is small each investigator assists with investigations and tasks as needed.

The Task Force serves a seven (7) county area and has twenty-three (23) criminal justice agencies as primary or associate members. The Task Force also has a web site that provides information and resources regarding family and child Internet safety, Internet Scams, ID Theft, and numerous articles and research as well as links to other important resources.

The major focus of this Task Force is the investigation and prosecution of Internet crimes committed against children. Investigations may include Internet enticement of children, promoting and possession of child pornography, trafficking of children, human trafficking, commercial sexual trafficking of children, cyber bullying, terroristic threats such as plots of violence at schools, sexting, sextortion, or other crimes perpetrated through the use of computers, the Internet, cellular telephones, or other electronic media. These investigations focus on both undercover and complainant driven investigations. Complaints from parents and others are investigated and may be reported directly to the Task Force or through the complainant's local law enforcement.

The Task Force provides forensic examinations of computers, cellular telephones, and other electronic media to law enforcement agencies and prosecuting attorneys in the Mid-Missouri area. In addition, investigators assigned to this Task Force participate in public awareness and education programs to educate parents, grandparents, social workers, school officials, students, and others about the dangers of the Internet and methods to reduce the likelihood of becoming a victim of Internet crime. Primarily these programs are provided to public and private schools, parent organizations, civic groups, religious organizations, local media, or other group meetings. Also Task Force investigators and forensic personnel provide training to area law enforcement on a variety of issues regarding Internet or computer related investigations and electronic media. Task Force members have also testified before numerous House and Senate Sub-Committees at the state capital regarding a variety of upgrades to various statutes and have assisted with writing legislative bills to upgrade existing statutes and created new law pertaining to technology and criminal investigations.

## ***Proposed Service Area***

---

### **Proposed Service Area\***

*Identify the geographic area to be served by the proposed project. Provide information to easily locate the jurisdiction(s) within the state.*

*List the names of each agency that has signed the Memorandum of Agreement (MOA). If there are additional areas/agencies in which the project will assist if called upon, identify those areas as well.*

The Cyber Crimes Task Force Services a seven county area in Mid-Missouri. The Task Force provides technical, investigative, and forensic assistance to law enforcement agencies and prosecuting attorneys in the counties that are immediately adjacent to Boone County including Audrain, Callaway, Cole, Cooper, Howard, and Randolph. The largest municipalities in each county are Columbia, Mexico, Fulton, Jefferson City, Boonville, Fayette, and Moberly, respectively. Every law enforcement agency and office of the Prosecuting Attorney in the service area can become a member of the Task Force.

Furthermore, any law enforcement agency or Prosecuting Attorney in the service area may request the Task Force assist with an investigation regarding offenses involving the Internet, computer, or cellular telephone media. The Task Force will continue to assist outside our service area when appropriate and requested. According to the 2012 census estimates this service area has a population of approximately 367,661 of which over eighty thousand are under eighteen years of age. Our Task Force is a member of the Missouri Internet Crimes Against Children Task Force and as such will assist any other Internet Crimes Task Force located in Missouri or across the United States if requested.

Member agencies for this Task Force include the following primary agencies:

- Boone County Sheriff's Department
- Boone County Prosecuting Attorney's Office
- University of Missouri Police Department
- Federal Bureau of Investigation

Associate Agencies include the following agencies:

- Ashland Police Department
- Auxvasse Police Department
- Boonville Police Department
- Centralia Police Department
- Columbia Police Department
- Fayette Police Department
- Fulton Police Department
- Hallsville Police Department
- Jefferson City Police Department
- Holt Summit Police Department
- Mexico Department of Public Safety
- Moberly Police Department
- Sturgeon Police Department
- Audrain County Sheriff's Office
- Cole County Sheriff's Department
- Cooper County Sheriff's Department
- Callaway County Sheriff's Department
- Howard County Sheriff's Department
- Randolph County Sheriff's Department

## ***Project Implementation***

---

**Project Implementation\***

*If the proposed project is new, explain the actual steps that will be taken to use the resources requested in your application to implement the program. Provide a timeline for having the requested budget items in place so that the project may be considered fully operational.*

*If the proposed project is a continuation or enhancement, explain how current efforts will be continued or actions will be taken to add additional services/activities.*

As this grant provides for the continuation of services already provided, the implementation of this project will be in accordance with procedures already established

Primary DSL Internet service will continue to be provided by Tranquility Internet Services of Columbia. Internet service through a wireless aircard will continue to be provided through AT&T Internet Services as they have provided a very competitive rate and are willing to provide this service on a month-to-month basis. Web site hosting will be provided through Microsoft Corporation.

Licensing for forensic software and devices will be purchased for a year renewal period. We are currently attempting to get all of our licenses to expire during the same month which will simplify budgeting issues.

Each Task Force investigators will need to have an anti-virus and Internet security software installed on each computer currently in operation. This will not only protect the computers and associated media devices but will protect the integrity of our investigations.

The computer tower being requested will be placed in service by September 2013 and would be utilized by Task Force members and other law enforcement agencies in the Task Force service area for cell phone examinations. Equipment purchased will be in accordance with Boone County regulations.

## **Supplanting**

---

**Supplanting\***

*Describe whether or not other federal, state, or local funds are available to the applicant agency for the purpose of the project. Be specific!*

*If any of the following factors apply to the proposed project, provide information to address the factors that apply:*

- *If other federal, state, or local monies are available, please address why SCCG funding is being requested.*
- *If the application includes existing costs, explain how those costs are currently being funded and if and when that funding source will cease.*
- *If program income is anticipated or could be generated as a result of the grant-funded project, explain how those monies will not supplant SCCG funds.*

Funding for any item currently grant funded did cease May 31, 2013. No other funds including donations, grants, local money, or other funds are available to fund the requested items. No funds are available for newly requested items such as equipment, supplies, or training. If money is received through forfeitures the money received will not be used to fund items funded through this grant.

## **Community Impact**

---



**Community Impact\***

*Describe how the proposed project will affect the community(s) that your program will serve and the public safety and crime-related issues within the community(s).*

The Boone County Sheriff's Department Cyber Crimes Task Force will impact the community in a number of ways including the investigation of Internet crimes; the prosecution of Internet offenders; the protection and education of Mid-Missouri children; the education of parents, teachers, law enforcement officers, and others concerned with the safety of children and reducing Internet crime. Over the past several years we have seen an increase in cases reported as a result of this community awareness.

Since the establishment of this Task Force in 2007 numerous criminals have been convicted of various crimes thus creating a safer community. Largely due to publicity generated from the success of our Task Force combined with community presentations we have seen more and more parents monitor cell phone and computer usage by their children. This awareness will continue with the award of this grant. As this awareness increases, however, new technology and the availability causes new problems and concerns. These new challenges require investigators to continue their efforts on computer based investigations and to expand their efforts into cell phone, and tablet technology.

Our community will be impacted by the reduction of sexual perpetrators. This can be achieved in two ways: by apprehending the offenders and by utilizing the media and other sources to discourage offenders from coming to our jurisdiction. A strong, offensive approach will be proactive by letting Internet criminals know that Central Missouri is not a place to commit Internet crimes against children. This Task Force can be a powerful component in the fight against Internet predators. Parents are concerned about school violence and the safety of their children. The Task Force works closely with school officials in Central Missouri to look for and to pursue any threat or electronic communication that creates concerns about safety in their schools.

As the use of technology increases, especially by our youth, criminals will increasingly use this technology to victimize children and families. Only by increasing resources and strongly directing efforts to this endeavor will help law enforcement have any chance to succeed in protecting our children and reducing the crime perpetrated against them.

Our service area will also be impacted by our ability to conduct forensic examinations of computers, cellular telephones, and other electronic media. This service will give law enforcement agencies and prosecuting attorneys a resource to have electronic media examined in a timely manner by a professional and trained examiner who has experience testifying in court. The Task Force can assist area law enforcement with their investigations and area prosecutors to have successful prosecution of defendants accused of committing crimes against children through the use of technology.

**Cost Assumption**

---

**Cost Assumption\***

*Describe whether or not the activities of the project would be continued if SCCG funds would no longer be available. What, if any, proactive steps are being taken to absorb the project cost into the Project Agency's future budget? Be specific.*

*If the proposed project includes a one-time request, clearly describe how any ongoing costs will be absorbed into the Project Agency's budget.*

The governing body of Boone County government recognizes the need for the aggressive enforcement of Internet related crimes, especially crimes committed against children and families. The Boone County

Sheriff's Department Cyber Crimes Task Force has obtained private donations and grants that assist in making this Task Force possible. Community support has confirmed to Boone County government that our citizens consider this issue to be a priority. The Task Force has also worked closely with area media sources to inform listeners to the needs of this project. Additionally Boone County government has a tradition locally and nationally of being progressive in service to our community.

If future funding is not available, I anticipate a reduction in the area served and services provided by our Task Force.

## **Evaluation Procedures**

---

### **Evaluation Procedures\***

*Describe the process to be used to determine the effectiveness and success of your program by providing the following information:*

- *What type(s) of data will be collected?*
- *Who will evaluate the collected data?*
- *How often will the collected data be evaluated?*

This program will be evaluated by the project supervisor, Andy Anderson. First, periodic calculations will be compared with the set goals and objectives to see if they are met or exceeded. Secondly, the following criteria will be evaluated on a monthly basis for this grant period:

1. Number of investigations conducted
2. Number of investigations cleared
3. Number of investigations cleared by arrest and exceptional means
4. Number of forensic examinations performed
5. Number of subpoenas served
6. Number of search warrants served
7. Number of community presentations and number of attendees

## **Report of Success**

---

### **Report of Success\***

*If the proposed project is not currently being supported with SCCG funds from the Missouri Department of Public Safety, Office of the Director, put N/A.*

*If the proposed project is currently being supported with SCCG funds, restate the goals and objectives from your current contract as listed in your approved application. Clearly identify whether or not each objective has been attained.*

During the last part of the 2012/2013 grant the goals and objectives was based on a 3 month period. Reporting on a 3 month basis gives a perspective what the Task Force completed in the period , but over 3 months this doesn't allow a good perspective of the success the Task Force had during the full 2012/2013 grant.

The goal of the Boone County Sheriff's Department Cyber Crimes Task Force during this last 3 month grant was to help prevent the number of children and families who may become victims or those who

have become victims perpetrated through the Internet and to apprehend those responsible for the crimes committed. Five primary objectives to reaching this goal are outlined through both investigative and educational methods. Each objective is important and stands on its own merit and is not necessarily ranked in any specific order.

**Objective #1-** During the three month grant period the Task Force would initiate at least 25 new investigations. As the number of investigations increases the number of Internet criminals can be identified increases. These investigations will include investigations into child enticement, child exploitation, obscenity toward children and the distribution of child pornography.

- **Results-** In this three month period the Task Force conducted 22 new investigations. During the 2012-13 grant period the Task Force handled two major investigations involving the production of child pornography and the sex trafficking of a child which took investigators away from other investigations. The amount of time spent on each investigation prevented Task Force investigators to take on any proactive cases that couldn't be worked.

**Objective #2-** During the three month grant period the Task Force would conduct 10 investigations into the possession and distribution of child pornography. Research indicates a substantial number of those possessing child pornography have engaged in the sexual molestation of children undetected by law enforcement not to mention the re-victimization of children when these horrific images are passed around like a prized possession.

- **Results-** In this three month period the Task Force conducted 9 investigations of child pornography related cases. From January 1, 2013 to June 1, 2013 the Task Force handled 96% reactive cases. Complaint driven cases are labor intensive and prevent investigators from working the proactive cases involving the possession and distribution of child pornography. Furthermore, proactive cases involving the distribution of child pornography have slowed because suspects are using other file sharing systems to trade pornography and investigators don't have the resources to work these cases full time. During this previous grant period we worked a very extensive case involving a local father molesting his children, creating child pornography with these children, distributing that child pornography, and attempting to find an adult male who would sexually molest his five year old daughter. This investigation was very in-depth and lead to identifying several other suspects around the country. The results of this investigation were much more important than conducting one more investigation during this period and is considered an outstanding accomplishment.

**Objective #3-** During the three month grant period the Task Force would conduct 12 examinations of cell phones. As a Task Force we want to increase the services we can provide to law enforcement throughout our service area. By doing this the Task Force can help area law enforcement with cell phone examinations and in turn help children and families in our service area.

- **Results-** In this three month period the Task Force conducted 7 cell phone examinations. Cell phone examinations can change on a quarterly basis, so I anticipate cell phones to increase and decrease throughout a grant period based on the type of crime being investigated.

**Objective #4-** During the three month grant period the Task Force would continue to keep the Task Force trained with cutting edge information by sending working Task Force members to at least one training opportunities allowing them to keep current in their proficiency.

- **Results-** In this three month period the Task Force members did not attend any on-site training due to a lack of funding but did attend webinar training. This objective was therefore achieved.

**Objective #5-** During the three month grant period the Task Force would provide at least 5 community presentations to parents and students. By educating parents and others concerned with the safety of children we can hopefully reduce the number of those who fall victim to Internet criminals. By educating children on the dangers of the Internet and we can give them the tools they need to protect themselves and to know what they can do when someone approaches them on the Internet.

- **Results-** In this three month grant period the Task Force conducted 7 community and school presentations. This objective was surpassed.

During this three month grant, 2 of the 5 objectives as outline in the grant application were surpassed. Other objectives were down slightly over this brief period but for the past 12 months were reached or surpassed. One reason for the decrease during this brief period is the increase in the number of reactive investigations conducted. Typically, reactive or complaint driven cases require more investigative work because live victims generally don't collect and maintain the evidence needed to successfully complete an investigation. The Task Force handled two large investigations involving the production of child pornography and sex trafficking of a child. The Task Force worked diligently on each case and was able to charge the suspects with various crimes and completed a thorough investigation for prosecution.

Since the beginning of 2013, 96% investigations were complaint driven which indicates we are successful at making the public aware we are a resource to help protect their families, but this prohibits us from conducting the number of proactive or undercover cases we have previously been able to conduct.

During this three month grant period we were down child pornography investigations merely by one investigation. We are constantly seeing an increase in child pornography investigations on a yearly basis; however. Technology has made and continues to make the investigation of child pornography cases more streamlined. Also as mentioned above, the successful outcome of one child pornography investigation alone during this period ended up doing more to achieve our goal of protecting children and incarcerating offenders than is typical in several investigations combined.

Even though forensic examinations on cell phones were down for this short period, examinations on other electronic evidence continued to increase. In the three month grant there were 23 exams conducted on the electronic evidence. The Task Force spoke at seven community presentations has allowed us to speak with nearly 300 people. This has increased the number of people in Mid-Missouri and across the state who are aware of our Task Force.

Overall the accomplishments of the Task Force for this grant period have proven to be a continued success and over the prior years, including last year the Task Force has met and surpassed our goals and objectives.

## ***Audit Requirements***

---

**Date last audit was completed:\***

June 25, 2013

**Date(s) covered by last audit:\*** January 1, 2012 through December 31, 2012

**Last audit performed by:\*** Rubin Brown

**Phone number of auditor:\*** 314-296-3300

**Date of next audit:\*** June 2014

**Date(s) to be covered by next audit:\*** January 1, 2013 through December 31, 2013

**Next audit will be performed by:\*** Rubin Brown

*Total amount of financial assistance received from all entities, including the Missouri Department of Public Safety, during the date(s) covered by your agency's last audit, as indicated above.*

*The **Federal Amount** refers to funds received directly from the Federal Government or federal funds passed through state agencies in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance.*

*The **State Amount** refers to funds received directly from the State of Missouri, not including federal pass-thru funds.*

**Federal Amount:\*** \$1,560,453.00

**State Amount:\*** \$3,235,267.00

## Required Attachments

---

Attachment	Description	File Name	Type	File Size
Project Agency's Organizational Chart	Organizational Chart	BCSD Organizational Chart-02-04-11-color-with logo.doc	doc	3.9 MB
Memorandum of Agreement (MOA)	Memorandum of Agreement	MRU's.pdf	pdf	662 KB

## Other Attachments

---

## Certified Assurances

---

*To the best of my knowledge and belief, all data in this application is true and correct, the document has been duly authorized by the governing body of the applicant, and the applicant attests to and/or will comply with the following Certified Assurances if the assistance is awarded:*

2014 SCCG Certified Assurances

*I am aware that failure to comply with any of the Certified Assurances could result in funds being withheld until such time that I, the recipient, take appropriate action to rectify the incident(s) of non-compliance. Where the Authorized Official is unable to certify to any of the statements in the Certified Assurances, he or she shall provide an explanation below and may attach documentation under the 'Other Attachments' form where needed.*

I have read

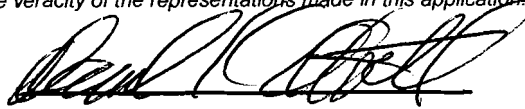
and agree to the terms and conditions of the grant.\* Yes

If you marked No to the question above, please explain:

Your typed name as the applicant authorized official, in lieu of signature, represents your legal binding acceptance of the terms of this application and your statement of the veracity of the representations made in this application.

Authorized Official Name:\*

Dan Atwill



Job Title:\*

Presiding Commissioner

Date:\*

08/07/2013



MISSOURI DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF THE DIRECTOR



STATE CYBER CRIME GRANT (SCCG)  
2014 CERTIFIED ASSURANCES

The Contractor hereby assures and certifies compliance with all the following certified assurances:

1. The Contractor assures that it shall comply, and all its subcontractors shall comply, with the applicable provisions of the 2014 SCCG Solicitation, and other applicable state laws, orders, or regulations.
2. **Availability of Funds:** The Contractor understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.
3. **Allowable Costs:** The Contractor understands that only allowable and approved contract expenditures will be reimbursed from their SCCG award. These monies may not be utilized to pay debts incurred by other activities. The Contractor agrees to obligate funds no later than the last day of the contract period. Any deviation from the approved contract must have prior approval from the Missouri Department of Public Safety. The Contractor shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Contractor certifies that all expendable and non-expendable property purchased with SCCG funded shall be used for criminal justice purposes only.
4. **Reporting Requirements:** The Contractor agrees to complete and submit any reports required for this program as outlined in the SCCG Solicitation. The reports requested may require reporting on fiscal, operational, and statistical matters. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the contract.
5. **Project Income:** The Contractor agrees to account for project income/federal forfeitures generated by the activities of this contract and shall report receipts and expenditures of this income on the monthly Claim report. The Contractor understands that all project income generated as a result of this contract, unless stated otherwise, shall be expended during the life of the contract.
6. **Non-Supplanting:** The Contractor assures that SCCG funds made available under this contract will not be used to supplant other federal, state, or local funds, but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.
7. **Change in Personnel:** The Contractor agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence as it affects the 'My Profile' module, 'Contact Information' form, and/or 'Budget' form within WebGrants. The notification shall be sent through the 'Correspondence' component of WebGrants to the appropriate Internal Contact with the *Change of Information* form attached.
8. **Contract Adjustments:** The Contractor understands that any deviation from the approved contract must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a Contractor but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested as a Contract Adjustment via WebGrants.
9. **Monitoring:** The Contractor agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Contractor assures that all documentation or records relating to this contract shall be made available to monitoring representatives of the Missouri Department of Public Safety, Office of the Director, immediately upon request. The Contractor assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety, Office of the Director, shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this contract.

10. **Procurement:** The Contractor assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the Contractor assures that all procurement transactions will meet the minimum standards set forth in the *Financial and Administrative Guidelines* section of the SCCG solicitation and identified here:
  - A. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
  - B. Items costing less than \$3,000 may be purchased with prudence on the open market.
  - C. All purchases estimated to cost between \$3,000 but less than \$24,999, shall be competitively bid, but need not be solicited by mail or advertisement.
  - D. All purchases with an estimated expenditure of \$25,000 or over shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
  - E. Where only one bid or positive proposal is received, it is deemed to be sole source procurement. Sole source procurement of a unit cost of budget items greater than \$3,000 requires prior approval from the Missouri Department of Public Safety.
11. **Audit:** The Contractor agrees to comply with the guidelines set forth by the Missouri Department of Public Safety regarding audit requirements, which states: "if an organization expends \$250,000 or more in state funds in the organization's year, the organization shall have an organization-wide, independently performed audit". The audit should be in accordance with "Government Auditing Standards" covering financial audits. Audits shall be conducted with reasonable frequency, usually annually, but not less frequently than every two years. A copy of such audit or financial statement must be forwarded to the Missouri Department of Public Safety, Office of the Director.
12. **Debarment:** The Contractor acknowledges 1 CSR 40-1.060 relating in part to the restriction of not entering into a contract with a suspended or debarred vendor as established by the State or Federal Government. The State does not consider bids submitted by a suspended or debarred vendor. Therefore, because SCCG grant monies are state funds, local units shall adhere to a similar practice. The complete list of suspended or debarred vendors, as set by the State of Missouri, Office of Administration, Division of Purchasing and Materials Management can be found at <http://oa.mo.gov/purch/agencyinfo/suspven.pdf>.
13. **Buy American:** The Contractor acknowledges sections 34.350-34.359 RSMo regarding the Domestic Product Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American mandate in section 34.353 RSMo are met.
14. **Buy Missouri:** The Contractor also acknowledges sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the state of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.
15. **Unlawful Employment Practices:** The Contractor assures compliance with section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.
16. **Discrimination in Public Accommodations:** The Contractor assures compliance with section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.



17. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530 RSMo, the Contractor assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with Sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530 RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530 RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

18. **Uniform Crime Reporting (UCR):** The Contractor assures that its law enforcement agency is in full compliance with the state provisions of Section 43.505 RSMo relating to uniform crime reporting and will remain in full compliance for the duration of the contract period.
19. **Racial Profiling:** The Contractor assures that its law enforcement agency is in full compliance with the state provisions of Section 590.650 RSMo relating to racial profiling and will remain in full compliance for the duration of the contract period.
20. **Federal Seizures:** The Contractor assures that its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds received therefrom to the Missouri Department of Public Safety and the Missouri State Auditor.
21. **Custodial Interrogations:** The Contractor assures that its law enforcement agency is in full compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.
22. **DWI Law:** The Contractor assures that its law enforcement agency is in full compliance with the state provisions of Section 577.005 RSMo relating to the "DWI Law" and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.
23. **Release of Funds:** No funds will be disbursed under this contract until such time as all required documents are signed by the Authorized Official and Project Director and returned to the Missouri Department of Public Safety, Office of the Director for final review and signature by the Director or his/her designee.
24. **Enforceability:** If a Contractor fails to comply with all applicable federal and state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.
25. **Fund Availability:** It is understood and agreed upon that, in the event funds from state sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

26. **Renewal:** An award of contract, entered into as a result of this application, shall not bind or purport to bind the Department of Public Safety for any contractual commitment in excess of the original contract period contained in such an award of contract. However, the Missouri Department of Public Safety shall have the right, at its sole discretion, to renew any such award of contract on a year-to-year basis. Should the Missouri Department of Public Safety exercise its right to renew the contract, the renewal shall be subject to the terms set forth by the Missouri Department of Public Safety in the documents developed for such renewal. Failure to comply with such terms set forth by the Missouri Department of Public Safety will result in the forfeiture of such a renewal option.
  
27. **Termination of Award:** The Missouri Department of Public Safety, Office of the Director, reserves the right to terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the contractor of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the contractor under the contract shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 13

County of Boone

} ea.

In the County Commission of said county, on the

25th

day of July

20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the Utility Agreement between the County of Boone and Boone Electric Cooperative to replace/rehabilitate the Creasy Springs Road Bridge. The terms of the agreement are stipulated in the attached Utility Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Utility Agreement.

Done this 25th day of July, 2013.

ATTEST:

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

*[Signature]*  
Daniel K. Atwill  
Presiding Commissioner

*[Signature]*  
Karen M. Miller  
District I Commissioner

Absent  
Janet M. Thompson  
District II Commissioner

## UTILITY AGREEMENT – ACTUAL COST

THIS AGREEMENT is entered into by Boone County, Missouri (hereinafter, "County") and Boone Electric Cooperative (hereinafter, "Company").

WITNESSETH:

WHEREAS, the "County" desires to replace/rehabilitate a certain roadway more specifically described as Creasy Springs Road Bridge Rehabilitation (Bridge 1220005), in the vicinity of Columbia, Missouri. Said improvement is to be designed and constructed in compliance with Boone County, Missouri standards.

WHEREAS, in order to improve said roadway in accordance with said plans, it will be necessary to adjust certain facilities now located on private easement of the "Company" in order to maintain the present services of said "Company", such changes being generally shown as proposed utility locations marked Exhibit "A", and estimate of cost marked Exhibit "B" attached hereto and each made a part hereof;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

(1) RELEASE: The "Company" grants to the "County" such right, title and interest which the "Company" may have in and to the right of way of said roadway, as specifically described in a separate, private utility easement.

(2) RELOCATION CORRIDOR: The "County" has not acquired a permanent utility easement for utilities to relocate to. The "Company" agrees to arrange for their own temporary easements and will make every effort to stay within the acquired location.

(3) COMMENCEMENT AND COMPLETION OF WORK: After approval of the detail plan and estimate of cost and upon notification by the "County", the "Company" will commence, without unnecessary delay, to make changes to its facilities. The "Company" will actively pursue completion of the work to reach the earliest possible completion date and to minimize interference with the roadway contractor. The "Company" agrees to provide a written estimated time schedule of its planned work and a written notification to the "County's" engineer at least five (5) days prior to beginning the work. The submitted schedule shall show completion before or by September 1, 2013. If the "Company" falls behind in its work schedule, it shall submit a revised work schedule to the "County's" engineer. The "Company" will make every effort to get back on schedule and complete its work. The "Company" has an affirmative duty to cooperate and coordinate its activities with those of the roadway contractor. The contractor has a contractual requirement to cooperate and coordinate its activity with the "Company" and other utility companies on this project.

(4) AUDIT OF RECORDS: The "Company" shall develop the adjustment cost of the work by using the actual and related indirect cost accumulated in accordance with an established accounting procedure used by the "Company" in its regular operations and shall keep a detailed and accurate account of all labor, materials, supplies, incidentals, and other necessary costs involved in making such changes. The "County" engineer in charge of said project, or any authorized agent of the "County", shall have access during normal business hours to such "Company" records. These records must be available during the contract period and any extension, and for three (3) years from the date of final payment at no charge.

**[NOTE: "Company" shall check applicable Paragraph (5)]**

(5) SUBCONTRACT: The "Company" intends to perform this work with its own forces, but if it becomes necessary to contract any of the work of adjusting its facilities, it shall notify the "County" that it is not adequately staffed or equipped to perform the work and shall perform part or all of the work by contract. Furthermore, if the "Company" solicits bids for the work, the "Company" is to furnish to the "County" a copy of the accepted Bid Proposal/Bid Form prior to any contract work being performed.  
OR

(5) SUBCONTRACT: The "Company" is not adequately staffed or equipped to perform all work and intends to contract portions or all of the work by contract. Furthermore, if the "Company" solicits bids for the work, the "Company" is to furnish to the "County" a copy of the accepted Bid Proposal/Bid Form prior to any contract work being performed.

(6) CHANGE ORDER: If any substantial change is made in the original plan and extent of the work, the "Company" agrees that reimbursement shall be limited to costs covered by a supplemental agreement or change order prepared by the "County" engineer and having approval of the "County" PRIOR to the performance of the work.

(7) BACKFILL: The "Company" agrees to compact backfill of all excavation within the roadway right of way and utility easement limits in accordance with the Project Specifications and/or Chapter II of the Boone County, Missouri Roadway Regulations, or as approved by the "County's" engineer.

(8) CONDITION OF RIGHT OF WAY AND UTILITY EASEMENT: The "Company" shall preserve or restore all existing erosion control measures present and supplement as necessary to prevent sediment from leaving the construction site. Upon completion of the work provided in this Agreement, the "Company" shall remove all leftover materials and debris resulting from the work and leave the right of way and utility easement in a neat, workmanlike condition, free of holes, mounds of dirt, or other objectionable material. All disturbed areas shall be prepared, fertilized, permanently seeded and mulched in accordance with Chapter II of the Boone County, Missouri Roadway Regulations.

(9) SAFETY DEVICES: At all times when work is being performed by the "Company" under such conditions as will affect traffic on the public streets or roadways, "Company" will display warning signs, barricades, flags, lights and/or flares as circumstances may require and shall employ and use a flagger when required for safety of the traveling public, all in accordance with the standards set forth in the "Manual on Uniform Traffic Control Devices" (MUTCD).

(10) COST: The total cost of the utility work required for the roadway project is estimated to be \$\$18,037.28. (See estimate of cost attached as Exhibit "A").

The "County's" obligation toward the cost of the utility work under this Agreement shall be one hundred percent (100%) of the actual and related indirect cost, which obligation is now estimated to be \$\$18,037.28.

(11) PERMIT REQUIREMENT: The "Company" shall obtain a permit from the Boone County Resource Management Department should any of the intended work be located on a "County" right of way prior to adjusting or relocating its property from, within, or onto the "County's" right of way. The permit shall be signed by an authorized "County" representative.

(12) "COUNTY" REPRESENTATIVE: The "County's" engineer is designated as the "County's" representative for the purpose of administering the provisions of this Agreement.

(13) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The "Company" shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(14) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Boone County, Missouri.

(15) **FINAL INVOICE SUBMITTAL:** After completion of the utility work, the "Company" agrees to submit a final invoice for the cost of the work to the "County" within sixty (60) days or as mutually agreed to by the "County's" engineer or his/her representative. The final invoice shall be in as much detail as possible to verify the cost of the completed work. It should follow the format of the original cost estimate (Exhibit "B") when possible to promote faster processing by the "County". The "County's" engineer will process the final invoice as soon as possible after receipt. The final invoice shall not be greater than the "County's" estimated obligation provided in paragraph (10) without a Change Order approved in accordance with Paragraph (6) prior to the final invoice. If the final invoice is less than the "County's" estimated obligation the "County" will prepare a Change Order to reduce the "County's" estimated obligation to match the final invoice amount.

(16) **ASSIGNMENT:** The "Company" shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the "County".

(17) **COOPERATION:** When the "Company" relocation work is being done concurrent with the "County's" roadway contractor operation, the "Company" agrees to cooperate and coordinate its work to minimize disturbance to the roadway contractor or other utility companies working on the project.

(18) **ROADWAY IMPROVEMENT INFORMATION:** The "County" agrees to furnish the "Company" all necessary information on the roadway improvement in order to properly carry out the utility relocation. Known hazardous waste sites will be identified on the right of way.

(19) **WORK CANCELED:** If the "County" instructs the "Company" not to proceed with the work, the "County" shall reimburse the "Company" for the "County's" percentage share of the "Company" costs incurred prior to the date the work is canceled. The "Company" shall promptly return to the "County" any funds in excess of those actually incurred prior to the date the work is canceled.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the "Company" this 2nd day of July, 2013.

Executed by the "County" this 25th day of July, 2013.

**"COMPANY"**

**"COUNTY"**

Boone Electric Cooperative  
(Company Name)

Boone County, Missouri

By: Vicki Kemna  
Authorized Representative (Signature)

By: Daniel K Atwill  
Daniel K Atwill,  
Presiding Commissioner

By: Vicki J. Kemna  
Authorized Representative (Print or Type)

Title: ~~President~~ Assistant General  
Manager

ATTEST:  
Wendy S. Noren  
Wendy Noren, County Clerk *my*

ATTEST:  
[Signature]  
Secretary

Approved as to Legal Form:  
[Signature]  
CJ Dykhouse, County Counselor

**Certification**

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an encumbered balance to the credit of such appropriation sufficient to pay therefore.

June E. Pichford 7/18/13  
Auditor *by ccj* 2045-71100





**Exhibit B A**  
**Estimate of Cost**

The charges for construction shall be as follows:

Engineering Costs.....	
Labor.....	\$13,557.21
Material.....	\$4,480.07
Right of Way Clearing.....	
Other Related Charges.....	
<b>Total Charges.....</b>	<b>\$18,037.28</b>

The above charges are based on existing engineering, labor, material and right of way costs. Where other conditions occur, such as encountering rock while trenching for underground, and the use of special material, tools and equipment are required, the applicant shall be responsible for all additional expense incurred due to such conditions.

All of the work performed by the Cooperative personnel or by other third party contractors for the purpose of the cooperative line relocation, whether employed by the Cooperative or the Applicant, shall conform to the National Electrical Safety Code Standards, RUS construction and safety standards, the Missouri Public Service Commissions safety standards, and the county or city of jurisdiction's rules and regulations. All work done by entities other than the cooperative for the purpose of the cooperative line relocation is subject to inspection by the cooperative. All trenching done by entities other than the cooperative for the purpose of the cooperative line relocation is subject to inspection before any cooperative work is performed.

The cooperative shall not be obligated to perform any construction until the above mentioned charges have been paid in full, but will fully cooperate with Boone County Resource Management to meet desired construction schedules.

Date 06/20/2013 Amount Paid BEC Map Number 23-23-3-000-004-00

WO# 13-02446 Acct# Subdivision

Applicant Name: Boone County Public Works

Address: Creasy Springs Rd

Location: SAME

URD OH: Yes Relocation: Yes(Temporary) Subdivision Seasonal



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 13

In the County Commission of said county, on the 25th day of July 20 13

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

Now on this day the County Commission of the County of Boone does hereby rescind Commission Order 333-2013 which accepted Security Agreements and Letters of Credit for both Rocky Fork Wastewater Treatment Plant and Rocky Fork Wastewater Treatment Plant Collection System. Rescinding Commission Order 333-2013 will allow the Commission to approve two separate Commission Orders, one for Rocky Fork Wastewater Treatment Plant and one for Rocky Fork Wastewater Treatment Plant Collection System. The original approved and signed Security Agreements from 333-2013 will be accepted for each new Commission Order.

Done this 25th day of July, 2013.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill  
 Presiding Commissioner

Karen M. Miller

Karen M. Miller  
 District I Commissioner

Absent

Janet M. Thompson  
 District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 13

County of Boone

} ea.

In the County Commission of said county, on the

23rd

day of July

20 13

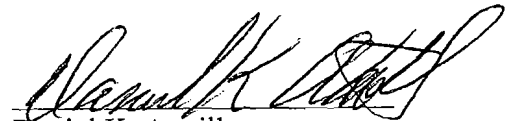
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby accept the Security Agreement and Letter of Credit for the Rocky Fork Wastewater Treatment Plant in the amount of \$117,300.00 and the Rocky Fork Wastewater Treatment Plant Collection System in the amount of \$190,362.00. It is further ordered the Presiding Commissioner is hereby authorized to sign said Security Agreements.

Done this 23rd day of July, 2013.

ATTEST:

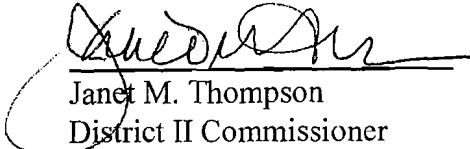
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner

Absent

Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 13

In the County Commission of said county, on the 25th day of July 20 13

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

Now on this day the County Commission of the County of Boone does hereby accept the Letter of Credit and Security Agreement originally signed on Commission Order 333-2013 for the Rocky Fork Wastewater Treatment Plant in the amount of \$117,300.00. Acceptance of the originally signed Security Agreement can be referenced on Commission Order 337-2013.

Done this 25th day of July, 2013.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill  
 Presiding Commissioner

Karen M. Miller

Karen M. Miller  
 District I Commissioner

Absent

Janet M. Thompson  
 District II Commissioner

## Stormwater Erosion and Sediment Control Security Agreement

Date: July 10, 2013

Developer/Owner Name: Boone County Regional Sewer District  
Address: 1314 N. 7<sup>th</sup> Street Columbia, MO 65201

Development: Rocky Fork Wastewater Treatment Plant

This agreement is made by and between the above named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Public Works Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their respective obligations described in this agreement, the parties agree to the following:

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8, in Chapter 28 of the Subdivision Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Rocky Fork Wastewater Treatment Plant. The SWPPP and ESC was prepared by Shafer, Kline, & Warren, Inc. on May 23, 2013.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 31<sup>st</sup> of December, 2015, and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$117,300.00, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.

The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- Cash deposit with County Treasurer
- Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
- Certificate of Deposit issued by FDIC insured bank for a term of xx months.
- Corporate surety bond issued to Boone County, Missouri

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the letter of credit contemplated herein upon written instructions from the duly-elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to December 31, 2015, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied and the letter of credit can be released to Developer. If no written proof has been provided to the financial institution issuing the letter of credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on December 31, 2015, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the letter of credit to the account then-designated by the Boone County Treasurer. If the total sum of the letter of credit is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.



8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

Developer/Owner:

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BOONE COUNTY, MISSOURI:**

Department of Resource Management

\_\_\_\_\_  
Stan Shawver, Director Resource Management

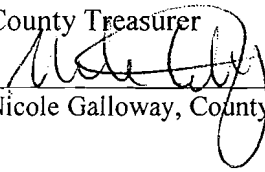
County Commission:

\_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner

Attest/

\_\_\_\_\_  
Wendy S. Noren, Boone County Clerk *my*

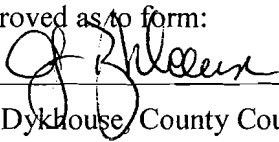
County Treasurer



---

Nicole Galloway, County Treasurer

Approved as to form:



---

C.J. Dykhouse, County Counselor

# Boone County National Bank



## IRREVOCABLE LETTER OF CREDIT

NO. 0382390-0099

DATE: June 26, 2013

Amount: \$117,300.00

Re: Rocky Fork Wastewater Treatment Plant

County of Boone

Attn: Director, Resource Management

801 E Walnut St, Rm. 315

Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on the **Boone County National Bank** for the account of the Boone County Regional Sewer District, up to an aggregate amount of \$117,300.00 available by your drafts at sight. Your drafts must be accompanied by your invoice to Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under **Boone County National Bank** Letter of Credit #0382390-0099 Dated 06/26/13."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation and delivery of documents as specified if presented to this bank on or before December 31, 2015, provided further that upon such expiration, either at December 31, 2015, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to **Boone County National Bank** within the 60-day period prior to the then-effective date of expiration of this letter of credit.

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in

substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) of the International Chamber of Commerce Publication No. 600. However, if this Credit contains a drawing schedule or a schedule of availability, then Article 32 of the UCP is hereby expressly deleted. In addition, if this Letter of Credit expires during the interruption of business as described in Article 36 we hereby specifically agree to effect payment if this letter of Credit is drawn against within thirty (30) days after resumption of business.

Sincerely yours,


By:   
Dawn Shellabarger, Assistant Vice President Commercial Banking

Exhibit "A"  
To Letter of Credit  
Form of Certificate for Drawing

Boone County, Missouri letterhead

\*\*\*Date\*\*\*

**Boone County National Bank**  
**720 E. Broadway**  
**Columbia, MO 65201**  
**Attention: Dawn Shellabarger, Assistant Vice President Commercial Banking**

Re: **Boone County National Bank** Letter of Credit No.: **0382390-0099**  
Dated: 06/26/13  
In Favor of Boone County, Missouri on behalf of **Boone County Regional Sewer District for Rocky Fork Wastewater Treatment Plant**

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to **Boone County National Bank** (the "Bank"), with reference to Irrevocable Letter of Credit No. **0382390-0099** (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.
2. A draft in the sum of \$\_\_\_\_\_ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account # \_\_\_\_\_], Attention: Boone County Treasurer.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this \_\_\_\_\_ day of \_\_\_\_\_.

BOONE COUNTY, MISSOURI

By: \_\_\_\_\_  
Presiding Commissioner

APPROVED BY:

Attest:

\_\_\_\_\_  
Stan Shawver, Director Resource Management

\_\_\_\_\_  
Wendy S. Noren, Boone County Clerk  
Commission Order: \_\_\_\_\_

Exhibit "B"  
To Letter of Credit  
Form of Reduction Certificate

Boone County, Missouri letterhead

\*\*\*Date\*\*\*

**Boone County National Bank**  
**720 E. Broadway**  
**Columbia, MO 65201**  
**Attention: Dawn Shellabarger, Assistant Vice President, Commercial Banking**

Re: **Boone County National Bank** Letter of Credit No.: **0382390-0099**  
Dated: 06/26/13  
In Favor of Boone County, Missouri on behalf of **Boone County Regional  
Sewer District for Rocky Fork Wastewater Treatment Plant**

Gentlemen:

This certificate authorizes reduction in the amount of \$ \_\_\_\_\_ of the above letter of credit. The remaining maximum available credit for this letter of credit is \$ \_\_\_\_\_.

BOONE COUNTY, MISSOURI

By: \_\_\_\_\_  
Presiding Commissioner

APPROVED BY:

Attest:

\_\_\_\_\_  
Stan Shawver, Director, Planning & Building

\_\_\_\_\_  
Wendy S. Noren, Boone County Clerk

Commission Order: \_\_\_\_\_

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 13

In the County Commission of said county, on the 25th day of July 20 13

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

Now on this day the County Commission of the County of Boone does hereby accept the Letter of Credit and Security Agreement originally signed on Commission Order 333-2013 for the Rocky Fork Wastewater Treatment Plant Collection System in the amount of \$190,362.00. Acceptance of the originally signed Security Agreement can be referenced on Commission Order 337-2013.

Done this 25th day of July, 2013.

ATTEST:

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

*Daniel K. Atwill*

Daniel K. Atwill  
 Presiding Commissioner

*Karen M. Miller*

Karen M. Miller  
 District I Commissioner

*Absent*

Janet M. Thompson  
 District II Commissioner

## Stormwater Erosion and Sediment Control Security Agreement

Date: July 10, 2013

Developer/Owner Name: Boone County Regional Sewer District  
Address: 1314 N. 7<sup>th</sup> Street Columbia, MO 65201

Development: Rocky Fork Wastewater Treatment Plant – Collection System (Sewer Improvements)

This agreement is made by and between the above named developer (herein “Developer”) and Boone County, Missouri, a political subdivision of the State of Missouri, through its Public Works Department, (herein “County”) and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their respective obligations described in this agreement, the parties agree to the following:

1. **Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8, in Chapter 28 of the Subdivision Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
2. **Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Rocky Fork Wastewater Treatment Plant. The SWPPP and ESC was prepared by Shafer, Kline, & Warren, Inc. on May 23, 2013.
3. **Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 31<sup>st</sup> of December, 2015, and all such improvements shall pass County inspection as of this date.
4. **Security for Performance** – To secure the Developer’s performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$190,362.00, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.



The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

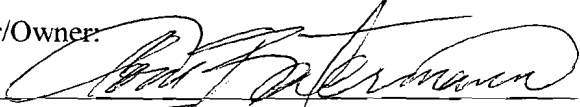
- Cash deposit with County Treasurer
- Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
- Certificate of Deposit issued by FDIC insured bank for a term of xx months.
- Corporate surety bond issued to Boone County, Missouri

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the letter of credit contemplated herein upon written instructions from the duly-elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to December 31, 2015, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied and the letter of credit can be released to Developer. If no written proof has been provided to the financial institution issuing the letter of credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on December 31, 2015, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the letter of credit to the account then-designated by the Boone County Treasurer. If the total sum of the letter of credit is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.

8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

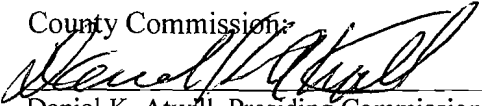
Developer/Owner:  
By:   
Printed Name: Tom Faterman  
Title: General Manager

**BOONE COUNTY, MISSOURI:**

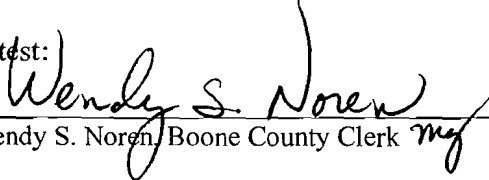
Department of Resource Management

  
Stan Shawver, Director Resource Management

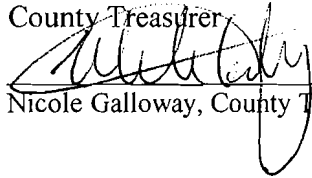
County Commission:

  
Daniel K. Atwill, Presiding Commissioner

Attest:

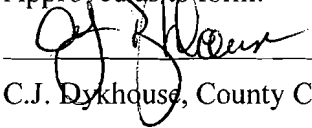
  
Wendy S. Noren, Boone County Clerk *mf*

County Treasurer



Nicole Galloway, County Treasurer

Approved as to form:



C.J. Dykhouse, County Counselor

# Boone County National Bank



IRREVOCABLE LETTER OF CREDIT

NO. 0382390-0199

DATE: June 26, 2013

Amount: \$190,362.00

Re: Rocky Fork Wastewater Treatment Plant  
– Collection System

County of Boone

Attn: Director, Resource Management

801 E Walnut St, Rm. 315

Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on the **Boone County National Bank** for the account of the Boone County Regional Sewer District, up to an aggregate amount of \$190,362.00 available by your drafts at sight. Your drafts must be accompanied by your invoice to Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under **Boone County National Bank** Letter of Credit #0382390-0199 Dated 06/26/2013."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation and delivery of documents as specified if presented to this bank on or before December 31, 2015, provided further that upon such expiration, either at December 31, 2015, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to **Boone County National Bank** within the 60-day period prior to the then-effective date of expiration of this letter of credit.

0382390-0199

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) of the International Chamber of Commerce Publication No. 600. However, if this Credit contains a drawing schedule or a schedule of availability, then Article 32 of the UCP is hereby expressly deleted. In addition, if this Letter of Credit expires during the interruption of business as described in Article 36 we hereby specifically agree to effect payment if this letter of Credit is drawn against within thirty (30) days after resumption of business.

Sincerely yours,


By:   
Dawn Shellabarger, Assistant Vice President Commercial Banking

Exhibit "A"  
To Letter of Credit  
Form of Certificate for Drawing

Boone County, Missouri letterhead

\*\*\*Date\*\*\*

**Boone County National Bank**  
**720 E. Broadway**  
**Columbia, MO 65201**  
**Attention: Dawn Shellabarger, Assistant Vice President Commercial Banking**

Re: **Boone County National Bank** Letter of Credit No.: **0382390-0199**  
Dated: 06/26/13  
In Favor of Boone County, Missouri on behalf of **Boone County Regional Sewer District for Rocky Fork Wastewater Treatment Plant – Collection System**

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to **Boone County National Bank** (the "Bank"), with reference to Irrevocable Letter of Credit No. **0382390-0199** (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.
2. A draft in the sum of \$\_\_\_\_\_ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account #\_\_\_\_\_],  
Attention: Boone County Treasurer.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this \_\_\_\_\_ day of \_\_\_\_\_.

BOONE COUNTY, MISSOURI

By: \_\_\_\_\_  
Presiding Commissioner

APPROVED BY:

Attest:

\_\_\_\_\_  
Stan Shawver, Director Resource Management

\_\_\_\_\_  
Wendy S. Noren, Boone County Clerk  
Commission Order: \_\_\_\_\_

Exhibit "B"  
To Letter of Credit  
Form of Reduction Certificate

Boone County, Missouri letterhead

\*\*\*Date\*\*\*

**Boone County National Bank**  
**720 E. Broadway**  
**Columbia, MO 65201**  
**Attention: Dawn Shellabarger, Assistant Vice President, Commercial Banking**

Re: **Boone County National Bank** Letter of Credit No.: **0382390-0199**  
Dated: 06/26/13  
In Favor of Boone County, Missouri on behalf of **Boone County Regional  
Sewer District for Rocky Fork Wastewater Treatment Plant – Collection  
System**

Gentlemen:

This certificate authorizes reduction in the amount of \$\_\_\_\_\_ of the above letter of credit. The remaining maximum available credit for this letter of credit is \$\_\_\_\_\_.

BOONE COUNTY, MISSOURI

By: \_\_\_\_\_  
Presiding Commissioner

APPROVED BY:

Attest:

\_\_\_\_\_  
Stan Shawver, Director, Planning & Building

\_\_\_\_\_  
Wendy S. Noren, Boone County Clerk

Commission Order: \_\_\_\_\_

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 13

County of Boone

} ea.

In the County Commission of said county, on the

25th

day of July

20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for the Auditor's Office for an additional Accountant position and purchase of new computer hardware and software.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1110	10100	Auditor	Salary & Wages		15,148
1110	10200	Auditor	FICA		1,159
1110	10300	Auditor	Health Insurance		1,979
1110	10325	Auditor	Disability Insurance		44
1110	10350	Auditor	Life Insurance		20
1110	10375	Auditor	Dental Insurance		198
1110	10400	Auditor	Workers Comp Insurance		35
1110	10500	Auditor	401A Match		135
1110	23000	Auditor	Office Supplies		50
1110	23850	Auditor	Minor Equip & Tools <\$1,000		250
1110	23855	Auditor	Furniture & Fixtures <\$1,000		650
1110	48000	Auditor	Telephone		300
1170	91301	Information Technology	Computer Hardware		1,828
1170	91302	Information Technology	Computer Software		787
1123	86800	Emergency	Emergency	22,583	
			Total	22,583	22,583

Done this 25th day of July, 2013.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller

Karen M. Miller  
District I Commissioner

Janet M. Thompson

Janet M. Thompson  
District II Commissioner



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

To: County Clerk's Office  
Comm Order # 340-2013  
Return to Auditor's Office  
Please do not remove staple.

7/18/13  
**EFFECTIVE DATE**

**FOR AUDITORS USE**

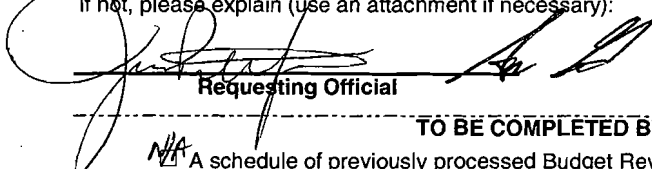
(Use whole \$ amounts)  
Transfer From    Transfer To  
Decrease        Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1110	10100	Auditor	Salary & Wages		15,148
1110	10200	Auditor	FICA		1,159
1110	10300	Auditor	Health Insurance		1,979
1110	10325	Auditor	Disability Insurance		44
1110	10350	Auditor	Life Insurance		20
1110	10375	Auditor	Dental Insurance		198
1110	10400	Auditor	Workers Comp Insurance		35
1110	10500	Auditor	401A Match		135
1110	23000	Auditor	Office Supplies		50
1110	23850	Auditor	Minor Equip & Tools <\$1,000		250
1110	23855	Auditor	Furniture & Fixtures <\$1,000		650
1110	48000	Auditor	Telephone		300

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

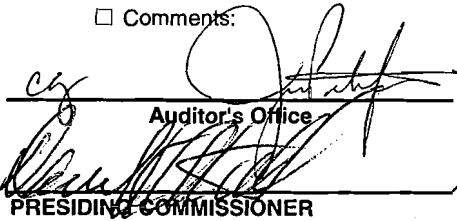
Establish necessary appropriations for additional accountant position in the Auditor's office. (Page 1 of 2)

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



  
Requesting Official

-----  
**TO BE COMPLETED BY AUDITOR'S OFFICE**

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

  
Auditor's Office

**PRESIDENT COMMISSIONER**

   
DISTRICT I COMMISSIONER      DISTRICT II COMMISSIONER

# BOONE COUNTY, MISSOURI REQUEST FOR BUDGET REVISION

7/18/13

EFFECTIVE DATE

FOR AUDITORS USE

Dept	Account	Fund/Dept Name	Account Name	(Use whole \$ amounts)	
				Transfer From Decrease	Transfer To Increase
1170	91301	Information Technology	Computer Hardware		1,828
1170	91302	Information Technology	Computer Software		787
1123	86800	Emergency	Emergency	22,583	
				<b>22,583</b>	<b>22,583</b>

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

Establish necessary appropriations for additional accountant position in the Auditor's office. (Page 2 of 2)

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

See page 1  
Requesting Official

**TO BE COMPLETED BY AUDITOR'S OFFICE**

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

See page 1  
Auditor's Office

\_\_\_\_\_  
PRESIDING COMMISSIONER

See page 1  
\_\_\_\_\_  
DISTRICT I COMMISSIONER

\_\_\_\_\_  
DISTRICT II COMMISSIONER

# Anticipated Costs for Accountant Position

Prepared by: C. Ginter, Auditor's Office 7/15/2013

## Remainder of 2013, anticipated start date 8/19/13

Accountant , range of 37 @ budgeted amount (mid-point) of \$19.52/hr				
Account	Budget	Rate	Total	Budget
	Hours		Cost	
10100 Salary & Wages	776	19.52	15,147.52	15,148
10200 FICA		0.0765	1,158.79	1,159
10300 Health Ins	5 months	4750	1,979.17	1,979
10325 Disability Ins		0.0029	43.93	44
10350 Life Ins	5 months		19.58	20
10375 Dental Ins	5 months		197.50	198
10400 Workers Comp		0.0023	34.84	35
10500 401A Match	9 pay periods		135.00	135
<b>Subtotal</b>			<b>18,716.32</b>	<b>\$ 18,718</b>
On-going Expenses:				
23000 Office supplies			50	50
48000 Telephone		25	300	300
<b>Subtotal</b>				<b>\$ 350</b>
Start-up Expenses:				
Minor Equipment <\$1,000 (Adding Machine)			100	100
23850 Minor Equipment <\$1,000 (Telephone)			150	150
23855 Minor Furniture & Fixtures <\$1,000 (office chair)			250	250
23855 Minor Furniture & Fixtures <\$1,000 (side chair)			150	150
23855 Minor Furniture & Fixtures <\$1,000 (Duel monitor bracket)			250	250
91301 Computer Hardware (PC)			700	700
91301 Computer Hardware (Monitor)	2		125	250
91301 Computer Hardware (Printer)			878	878
91302 Computer Software (Network Seat)			23	23
91302 Computer Software (Groupwise Email)			85	85
91302 Computer Software (Antivirus)			34	34
91302 Computer Software (Office Standard)			461	461
91302 Computer Software (Adobe Acrobat Standard)			184	184
<b>Subtotal</b>				<b>\$ 3,515</b>
<b>Overall Total</b>				<b>\$ 22,583</b>



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 13

In the County Commission of said county, on the 25th day of July 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve and accept the recommendation from the Job Classification Committee to establish one new exempt position classification titled Director, Community Services at pay range 55 and two new non-exempt position classifications titled Training/Quality Assurance Coordinator at pay range 33 and Emergency Telecommunicator at pay range 30. The Commission also authorizes the Human Resources Department to immediately begin recruitment efforts of the Training/QA Coordinator and Emergency Telecommunicator positions.

Done this 25<sup>th</sup> day of July, 2013.

ATTEST:

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

Daniel K. Atwill  
 Daniel K. Atwill  
 Presiding Commissioner

Karen M. Miller  
 Karen M. Miller  
 District I Commissioner

Absent  
 Janet M. Thompson  
 District II Commissioner



## BOONE COUNTY JOB DESCRIPTION

<b>JOB TITLE:</b> <u>Director, Community Services</u>	<b>NEW:</b> <u>X</u>	<b>REVISED:</b> _____ <small>(Please check one)</small>
<b>REPORTS TO:</b> <u>Commission</u>	<b>FLSA:</b> <u>Exempt</u>	<b>DATE:</b> <u>07/13</u>
<b>DEPARTMENT:</b> <u>Community Services</u>	<b>JOB CODE:</b> <u>100</u>	

### **DEFINITIONS:**

This is an advanced position that receives general direction from the County Commission. The position has administrative and managerial responsibility for planning, directing and evaluating an integrated and coordinated human services program for Boone County.

**ESSENTIAL FUNCTIONS:** *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list of tasks is ILLUSTRATIVE ONLY, and is **not** a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

Plans, establishes goals and objectives, directs, reviews, approves, and evaluates the Department's procedures, programs and services.

Develops and executes Department policies, rules, and regulations. Hires, assigns, briefs, deploys, and directs personnel; resolves employee grievances.

Prepares and administers the Department budget. Administers the purchase and requisition of services needed to meet the Department's goals. Seeks, evaluates and applies for grant opportunities that encompass the Department's mission.

Coordinates Department activities and services with other public and/or private organizations and ensures conformance with federal, state and local regulations. Coordinates departmental activities and services with other public and/or private organizations, represents the Department in interactions with other Boone County Departments (e.g., Purchasing, Human Resources) and Boone County elected officials (e.g., Auditor, Treasurer) and coordinates activities and planning processes with other Departments and the elected officials. Builds effective working relationships with County officials, Department Directors, and staff.

Develops and administers social services agency funding processes in coordination with Community Services Advisory Commission and Children's Services Board. Serves as technical advisor to the County Commission and the manager of the Children's Services Board.

Advises and confers with State legislators and the County Commission concerning human services policies and issues.

Negotiates and administers contracts, administers projects, engages in strategic planning and research, administers budget, monitors expenditures, reviews reports and invoices, administers Department evaluation processes; monitors contracts for compliance with established performance targets and develops process in the event of non-compliance.

Prepares and administers grants; assures maintenance of records and documentation of all programs and services.

Participates in coalitions, task forces, and other community groups and maintains effective working relationships with other County Departments, employees and the general public.

Performs related duties as needed or assigned.

**KNOWLEDGE AND SKILL:**

1. Thorough knowledge of theories, methods, and practices related to the effective provision of a variety of community and social services. Extensive knowledge of the local social service community and leaders.
2. Comprehensive knowledge of County, state and federal statutes, codes and regulations related to social service delivery.
3. Ability to plan, organize, coordinate and evaluate community service programs. Thorough knowledge of the needs and problems of socially disadvantaged people. Demonstrated leadership in local collaborative efforts on health and human services.
4. Skilled in the analysis of problems and able to evaluate and improve the efficiency and effectiveness of department resource utilization.
5. Thorough knowledge of grant preparation and administration and contract administration.
6. Ability to successfully direct and evaluate subordinate personnel.
7. Ability to communicate effectively, both orally and in writing. Ability to prepare and present program budgets, written reports and recommendations.

**MINIMUM QUALIFICATIONS:**

Bachelor's degree in Social Services, Public Administration or related field and five years of progressively responsible professional experience in community services or related field; or any equivalent combination of education and experience that provides the requisite knowledge, skills, and abilities.

**APPROVALS:**

Department Director: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)

HR Director: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)





## BOONE COUNTY JOB DESCRIPTION

<b>JOB TITLE:</b> <u>Training/QA Coordinator</u>	<b>NEW:</b> <u>X</u>	<b>REVISED:</b> _____ <small>(Please check one)</small>
<b>REPORTS TO:</b> <u>Services Manager</u>	<b>FLSA:</b> _____ Non-Exempt	<b>DATE:</b> <u>07/13</u>
<b>DEPARTMENT:</b> <u>Joint Communications</u>	<b>JOB CODE:</b> 100	

**DEFINITIONS:**

The Training/QA Coordinator is responsible for coordination of three key programs: Emergency Telecommunicator (ETC) training program, department In-Service trainings, and the Emergency Dispatch (ED) compliance and quality assurance program, which includes conducting monthly case reviews and reporting and facilitation of NAED accreditation and recertification processes. The Training/QA Coordinator plans and designs program elements, assists in the development of directives, procedures and goals, organizes and facilitates program activities and program evaluation and quality assurance elements. The Training/QA Coordinator works under broad guidelines and supervision of the Services Manager.

**ESSENTIAL FUNCTIONS:** *(This list is not comprehensive but indicates duties and responsibilities which may be redefined pursuant to operational needs.)*

Coordinates and oversees program activities relating to new ETCs and the Communications Training Operator (CTO) program; assists in selecting, training, motivating and evaluating CTOs or other trainers/speakers. Facilitates and/or coordinates ETC orientation, classroom training and on-the-job training and coordinates CTO schedules and trainees assignments. Reviews the DORs and other evaluation reports or feedback provided by CTOs to trainees. Looks for trends or patterns in trainee progress. Serves as a sounding board for and provides feedback to CTOs and the Services Manager in identifying recommending and implementing adjustments to the training programs for individual trainees, including remedial training plans and/or expedited training processes. Serves as the administrative resource for CTOs and among ETC supervisors, staff and management on training programs and activities.

Schedules department In-Service trainings, schedules and confirms trainer/speaker participation, scheduling training rooms and resources (i.e. audio-visual equipment, flip

charts, PowerPoint projector,) finalizing and distributing agendas and hand-outs to participants. Facilitates training throughout the day. Facilitates and administers the NAED Certification processes. Distributes the recertification tests to employees; submits appropriate documentation for NAED review. Coordinates the Emergency Police Dispatch (EPD,) Emergency Fire Dispatch (EFD) and Emergency Medical Dispatch (EMD) programs that ensure efficient and effective emergency dispatch and maintains department accreditation by the NAED. Provides timely EPD/EFD/EMD case review, data evaluation and feedback to ETCs and coordinates continuing dispatch education to meet NAED recertification requirements. Represents the department or division on committees or at meetings as necessary and provides information and assistance to other departments, outside agencies and the public. Coordinates activities with other related departments or agencies and facilitates resolution to significant or controversial program issues.

**KNOWLEDGE AND SKILL:**

1. Principles and practices of program coordination and facilitation, including planning, scheduling, monitoring, problem solving, research, record keeping and evaluations.
2. Principles and practices of all facets of adult education and training, emergency police, fire, and medical services terminology, practices and standards.
3. Modern administrative methods and procedures, correspondence and report preparation
4. Application and interpretation of department directives and procedures as well as local, state and federal laws and regulations and industry trends and best practices.

**MINIMUM QUALIFICATIONS:**

Three to four years of progressively responsible experience in adult training or education (including Communications Training Officer experience) or related coordination and facilitation of training/quality assurance programs; a bachelor's degree in communications, education, public safety/health or closely related field may substitute for some of the required experience. Public Safety Dispatching, Call-Taking, and Emergency Medical Dispatch experience, knowledge and familiarity are highly desirable. Any equivalent combination of education and experience that provides the applicant with the knowledge, skills and ability required to successfully perform the job will be considered.

**APPROVALS:**

Department Director: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

HR Director: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)



## BOONE COUNTY JOB DESCRIPTION

<b>JOB TITLE:</b> <u>Emergency Telecommunicator</u>	<b>NEW:</b> <u>X</u>	<b>REVISED:</b> <u>    </u> <small>(Please check one)</small>
<b>REPORTS TO:</b> <u>Lead ETC</u>	<b>FLSA:</b> <u>Non-Exempt</u>	<b>DATE:</b> <u>07/13</u>
<b>DEPARTMENT:</b> <u>Joint Communications</u>	<b>JOB CODE:</b> <u>600</u>	

### **DEFINITIONS:**

Work is performed on an assigned shift under the immediate supervision of a Lead Emergency Telecommunicator. Receives emergency (9-1-1) and non-emergency calls for assistance from the public and dispatches police, fire and emergency medical assistance as needed or required.

**ESSENTIAL FUNCTIONS:** *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list of tasks is ILLUSTRATIVE ONLY, and is **not** a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

Successfully completes classroom and on-the-job training in call receiving and radio dispatch equipment, techniques and protocol; successfully completes pre-established evaluation and performance guidelines; operates enhanced 9-1-1 telephone equipment, Computer Aided Dispatch (CAD) equipment and computerized radio equipment to receive and dispatch emergency and non-emergency calls from the public to the appropriate public safety response agency; obtains and relays pertinent information from callers to public safety response agencies in a timely, accurate and courteous manner; maintains an accurate and up-to-date status of all on-duty police, fire and medical personnel and apparatus at all times; operates various office equipment, including fax machine, photocopier and other electronic equipment; operates the Missouri Uniform Law Enforcement System (MULES) to send/receive messages and make inquiries/entries on wanted/stolen persons, vehicles and property; assists with troubleshooting minor equipment repairs; monitors weather alert equipment and activates outdoor warning sirens or other equipment designed to alert the public and emergency response agencies to severe weather or major events in a timely manner; maintains a list of inoperative fire hydrants, street closings and other information pertinent to emergency responses; maintains a full working knowledge of Columbia and

Boone County streets, roads, landmarks and common-name locations; maintains a full working knowledge of policies and procedures pertaining to PSJC and user agencies; and performs related duties as needed or assigned.

**KNOWLEDGE AND SKILL:**

1. Ability to effectively communicate both verbally and in writing.
2. Ability to read maps and become knowledgeable of Columbia/Boone County geography, response agency stations, beats and jurisdictional boundaries.
3. Knowledge of public safety functions, including police, fire and emergency medical services.
4. Skill in the use of computers and ability to type.
5. Ability to spell commonly used words.
5. Ability to function efficiently under stress and multitask.
6. Ability to stay in one place for long periods and remain alert at all times.
7. Ability to compare and contrast information for similarities or differences.
8. Ability to distinguish sounds and voices and discern the relevance of each while filtering out distractions.
9. Ability to accurately read and comprehend information/data from a computer screen and printed page.
10. Ability to distinguish colors and view and understand non-textual signals such as meters, LEDs, etc.
11. Ability to quickly and accurately respond to audio and visual alerts/signals.
12. Ability to work courteously with government officials and the public.

**MINIMUM QUALIFICATIONS:**

High school diploma or GED; possess and maintain a valid Missouri driver's license; ability to successfully complete required computer tests; ability to successfully complete and maintain required certifications (e.g. MULES, CPR, Emergency Medical Dispatch, etc.); and ability to work varying shifts and unscheduled overtime.

**APPROVALS:**

Department Director: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)

HR Director: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 13

In the County Commission of said county, on the 25th day of July 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the County Government Center Chambers by Peaceworks for September 5, 2013 from 6:15 p.m. to 9:30 p.m.

Done this 25th day of July, 2013.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner  
Karen M. Miller  
Karen M. Miller  
District I Commissioner  
Absent  
Janet M. Thompson  
District II Commissioner



### APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use the Roger B. Wilson Boone County Government Center conference rooms or Centralia Satellite Office as follows:

Organization: Peaceworks

Address: 804 C E Broadway

City: Columbia State: MO ZIP Code 65201

Phone: 573-875-0539 Website: www.midmopeaceworks.org

Individual Requesting Use: Laura Wacker Position in Organization: EarthDay Coordinator

Facility requested:  Chamber  Room 301  Room 306  Room 311  Room 332  Centralia Clinic

Event: Sustainable Home Workshop Series

Description of Use (ex. Speaker, meeting, reception): Speaker

Date(s) of Use: 09/05/13

Start Time of Setup: 6:15 PM Start Time of Event: 6:30 PM

End Time of Event: 9:00 PM End Time of Cleanup: 9:30 PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Laura Wacker/Earth Day Coordinator

Phone Number: 314-825-4444 Date of Application: 07/18/13

Email Address: ccordinator@columbiaearthday.org

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Wendy S. Noren  
County Clerk

DATE: 7-25-13

BOONE COUNTY, MISSOURI

[Signature]  
County Commissioner

Roger B. Wilson  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

**Daniel K. Atwill**, Presiding Commissioner  
**Karen M. Miller**, District I Commissioner  
**Janet M. Thompson**, District II Commissioner

## Boone County Commission