

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

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November Session of the October Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the 5th day of November 20 19

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

Now on this day, the County Commission of the County of Boone does hereby recognize Little Bonne Femme Baptist Church on its 200<sup>th</sup> anniversary.

Done this 5th day of November 2019.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*  
Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry  
District I Commissioner

*Janel M. Thompson*  
Janel M. Thompson  
District II Commissioner

# PROCLAMATION RECOGNIZING LITTLE BONNE FEMME BAPTIST CHURCH ON ITS 200<sup>TH</sup> ANNIVERSARY

- WHEREAS,** Little Bonne Femme Baptist Church, originally named The Church on the Little Bonne Femme at the Two-Mile Prairie, was founded by Baptist preacher Anderson Woods and his wife, Elizabeth, on December 5, 1819, in what was then part of the Missouri Territory; and
- WHEREAS,** the congregation of Little Bonne Femme Baptist Church has been in continuous existence at the same location since its establishment, with its first gathering space being a 30' x 30' building called "the meeting house"; and
- WHEREAS,** in 1822, Col. James McClelland donated land to Little Bonne Femme Baptist Church, both for use by the church and for a school, Bonne Femme Academy, which was built just 55 feet from the entrance steps to the present-day sanctuary; and
- WHEREAS,** Bonne Femme Academy was Boone County's first institute of higher education and was in existence from 1829 until 1844; and
- WHEREAS,** during the 1820's and 1830's, Little Bonne Femme Baptist Church lettered out congregation members to organize four other churches in Mid-Missouri; and
- WHEREAS,** a 30' by 50' brick meeting house, built for the congregation in 1844 and remodeled in 1918, is still used for the current worship space, along with some of the fixtures such as the pews and the platform used for music and preaching; and
- WHEREAS,** many members of Little Bonne Femme Baptist Church were among the early leaders of Boone County, including Anderson Woods and Lazarus Wilcox, two members of the first Boone County administrative court; Overton Harris, the first sheriff of Boone County; David H. Hickman and Dr. William Jewell, noted community leaders; and
- WHEREAS,** the first three women deacons of Little Bonne Femme Baptist Church were ordained on June 16, 1963, and in both 2010 and 2013, women were elected to serve as Chairman of Deacons in 2013-2014 and 2017-2018, respectively; and
- WHEREAS,** in its 200-year history, Little Bonne Femme Baptist Church has had 39 pastors; and
- WHEREAS,** as was customary with many early churches, Little Bonne Femme Baptist Church has a cemetery located adjacent to the building, in which were laid to rest a Revolutionary War veteran and war veterans of every war since then; and
- WHEREAS,** Little Bonne Femme Baptist Church, with a congregation of about 180 members, will celebrate its 200<sup>th</sup> Anniversary on December 5, 2019.
- THEREFORE,** the Boone County Commission does hereby recognize Little Bonne Femme Baptist Church on its 200<sup>th</sup> anniversary and honors the Church and its members for the role they have played in Boone County, both in the past and in the present.

**IN TESTIMONY WHEREOF,** this 5th day of November, 2019.

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Daniel K. Atwill, Presiding Commissioner

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Fred J. Parry, District I Commissioner

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Janet M. Thompson, District II Commissioner

ATTEST:

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Brianna L. Lennon, County Clerk

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STATE OF MISSOURI

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November Session of the October Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

5th

day of

November

20 19

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 for the 2020-2021 Stop Violence Against Women Act Grant (VAWA) submitted by the 13<sup>th</sup> Judicial Circuit Court.

It is further ordered the Presiding Commissioner is hereby authorized to sign the attached Acknowledgement of Notice to Comply with the Confidentiality and Privacy Provisions form.

Done this 5th day of November 2019.

ATTEST:



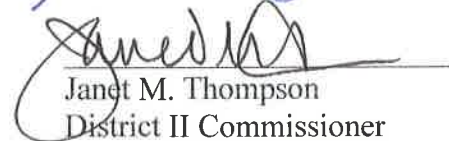
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner



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## **Acknowledgement of Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, as Amended**

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Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

### **(A) In general**

In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

### **(B) Nondisclosure**

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

- (i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or
- (ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

**(C) Release**

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

**(D) Information sharing**

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

**(E) Statutorily mandated reports of abuse or neglect**

Nothing in this section prohibits a grantee or subgrantee from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by the State or tribe involved.

**(F) Oversight**

Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.

**(G) Confidentiality assessment and assurances**

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice of that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Justice will rely if it determines to award the covered transaction, grant, or cooperative agreement.

Daniel K. Atwill                                  Presiding Commissioner  
Typed Name of Authorized Representative                                  Title

573.886.4307  
Telephone Number

                                  11.5.19  
Signature of Authorized Representative                                  Date Signed

Boone County  
Agency Name



Application

108276 - 2020 STOP VAWA Funding Opportunity

109107 - Integrated Domestic Violence Program

STOP Violence Against Women Grant (VAWA)

Status: Editing

Submitted Date:

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**Primary Contact**

Name:\* Ms. Cindy Garrett  
Title First Name Last Name

Job Title: Deputy Court Administrator

Email: cindy.l.garrett@courts.mo.gov

Mailing Address: Boone County Courthouse, Judges Office

Street Address 1: 705 E. Walnut

Street Address 2:

City: Columbia State/Province: Missouri Postal Code/Zip: 65201

Phone:\* 573-886-4059  
Ext.

Fax: 573-886-4070

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**Organization Information**

Applicant Agency: 13th Judicial Circuit Court

Organization Type: Government

Federal Tax ID#: 436000349

DUNS #: 073755977



**CCR Code:** 4SWR3 **08/04/2020**  
Valid Until Date  
**Organization Website:** <http://www.courts.mo.gov/hosted/circuit13/>  
**Mailing Address:** 705 E. Walnut Street  
**Street Address 1:**  
**Street Address 2:**  
**City\*** Columbia Missouri 65201 4487  
City State/Province Postal Code/Zip + 4  
**County:** Boone  
**Congressional District:** 09  
**Phone:\*** 573-886-4060 Ext.  
**Fax:** 573-886-4070

## 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. Board President, Presiding Commissioner, Mayor, City Administrator, University President, State Department Director).*

*\*The Authorized Official and the Project Director cannot be the same person.\**

**Authorized Official:\*** Mr. Dan Atwill  
Title First Name Last Name  
**Job Title:** Presiding Commissioner  
**Agency:** Boone County  
**Mailing Address:** 801 East Walnut Street  
**Street Address 1:** Room 333  
**Street Address 2:**  
**AOCity'** Columbia Missouri 65201  
City State Zip Code  
**Email:** [datwill@boonecountymmo.org](mailto:datwill@boonecountymmo.org)  
**Phone:\*** 573-886-4307 Ext.  
**Fax:** 573-886-4311  
**Project Director**

The Project Director is the individual that will have direct oversight of the proposed project.

\*The Authorized Official and the Project Director cannot be the same person.\*

\*If the project agency is a local law enforcement agency, the Project Director shall be the chief or sheriff of that agency. Exceptions to this requirement are the St. Louis Metropolitan Police Department and the Kansas City Police Department.\*

<b>Project Director:*</b>	Ms.	Mary	Epping
	Title	First Name	Last Name
<b>Job Title:</b>	Court Administrator		
<b>Agency:</b>	Thirteenth Judicial Circuit		
<b>Mailing Address:</b>	705 East Walnut Street		
<b>Street Address 1:</b>			
<b>Street Address 2:</b>			
<b>PDCity*</b>	Columbia	Missouri	65201
	City	State	Zip Code
<b>Email:</b>	mary.epping@courts.mo.gov		
<b>Phone:*</b>	573-886-4058		
		Ext.	
<b>Fax:</b>	573-885-4070		

#### 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, Accountant).

<b>Fiscal Officer:*</b>	Mr.	Tom	Darrough
	Title	First Name	Last Name
<b>Job Title:</b>	Treasurer		
<b>Agency:</b>	Boone County		
<b>Mailing Address:</b>	801 East Walnut Street		
<b>Street Address 1:</b>	Room 205		
<b>Street Address 2:</b>			
<b>FOCity*</b>	Columbia	Missouri	65201
	City	State	Zip Code
<b>Email:</b>	tdarrough@boonecountymo.org		
<b>Phone:*</b>	573-886-4365		
		Ext.	
<b>Fax</b>	573-886-4369		

#### Project Contact Person

The Project Contact Person should be the individual who is most familiar with the program this grant will fund.

\*This person can be the Project Director if that individual is most familiar with the program.\*

**Project Contact Person:\*** Ms. Cindy Garrett  
Title First Name Last Name  
**Job Title:** Court Administrator  
**Agency:** Thirteenth Judicial Circuit  
**Mailing Address:** 705 East Walnut Street  
**Street Address 1:**  
**Street Address 2:**  
**OCCity\*** Columbia Missouri 65201  
City State Zip Code  
**Email:** Cindy.l.garrett@courts.mo.gov  
**Phone:\*** 573-886-4059  
Ext.  
**Fax:** 573-886-4070

**Non-Profit Chairperson**

*Enter the name and address of the individual serving as the organization's board chairperson. Please provide an address other than the agency address.*

*\*This section is not applicable to agencies that are not considered a 501 (c) (3) non-profit organization.\**

**Non-Profit Chairperson:**  
Title First Name Last Name  
**Job Title:**  
**Agency:**  
**Mailing Address:**  
**Street Address 1:**  
**Street Address 2:**  
**NCCity** Missouri  
City State Zip Code  
**Email:**  
**Phone:** Ext.  
**Fax**

**Project Summary**

**Application Type:** Continuation  
**Current Subaward Number(s):** 2018-VAWA-01  
**Program Category:** Court

Project Type:

Regional

Geographic Area:

Boone and Callaway Counties, Missouri

Brief Summary:

The integrated Domestic Violence Program consists of the specialized domestic violence dockets; the utilization of MEND(Men Exploring Non-Violent Directions) and EMBRACE/EMBRACE U programs (Batterer's Intervention Program that offers classes for both men and women)as part of a graduated range of sanctions for offenders; and the DACC (Domestic Assault Court Coordinator), a court employee dedicated to the domestic violence dockets, who tracks and reports on participants in both BIP programs as well as all domestic cases, acts as a liaison to domestic violence docket stakeholders, and assists with the processing of domestic violence cases.

Program Income Generated:

Yes

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## Statement of the Problem

### Statement of the Problem

*This section must address the need for grant funds and the proposed project.*

*Define the problem that you will be attempting to impact with the project for which you are requesting funds. Be specific.*

*Do not include every issue the Applicant Agency addresses, but only the one(s) that will be impacted by the use of the grant funds being requested. (Please note that the problem is NOT a lack of staff, counselors, equipment, etc. This is the result of the problem).*

*Since you are competing with other agencies for limited funds, you should document as extensively and as factually as possible the definition of the problem.*

*This section must justify the proposed services to be outlined in the Methodology section.*

*This section should include relevant facts and local statistics on incidents of crime, the number of victims served during the past year - (two years, three years, etc.), existing resources, demographic and geographic specifications, etc. that document and support the stated problem.*

*Provide crime statistics for all areas served; do not provide global statistics - information must be specific to the service area.*

### **The Problem of Domestic Violence in Missouri**

Domestic violence is a major societal issue across the country and specifically in Missouri. The Missouri legislature enacted legislation to aggressively protect victims of domestic violence. The Missouri statutes in chapters 565 and 455 define domestic assault as the circumstance when a person commits an act against a family or household member, or an adult in a continuing social relationship of a romantic or intimate nature, and anyone who has a child in common regardless of whether they've been married or have resided together at the time. The extension of the definition of domestic violence victims to include "social relationships" indicates a broad approach to domestic violence. Additionally, legislative intent to treat violence in domestic relationships differently from other cases involving violence can be seen in chapter 565. For example, the act of taking away a phone, which is often not considered a crime, may be determined such when it occurs between family or household members for the purpose of isolation. Another example is the status of a victim as a family member can escalate misdemeanor cases to the felony level and increase punishments for repeat offenders.

According to the Missouri Uniform Crime Reporting Program (MUCRP), the number of domestic violence incidents in Boone County in the last five years is as follows: 1,783 in 2014; 1,628 in 2015; 1,549 in 2016; 1,696 in 2017; and 1,366 in 2018. The MUCRP reports the number of domestic violence incidents in Callaway County in the last five years is as follows: 427 in 2014; 519 in 2015; 503 in 2016; 569 in 2017; and 601 in 2018. Both sets of statistics confirm the ongoing issue of domestic violence within the Thirteenth Judicial Circuit.

Acknowledging the continuing problem of domestic violence in Missouri, the Missouri Attorney General's Task Force on Domestic Violence released a report in February 2011, which contained 12 recommendations to combat domestic violence. The recommendations that were the most applicable to the domestic violence court include the following: legislation should be consistent in the terminology utilized for domestic violence statutes; the Missouri Division of Probation and Parole should be established as the credentialing agency to establish standards batterers' intervention programs; law enforcement agencies and advocates should establish and formalize collaborative working relationships; courts should establish and formalize collaborative working relationships; courts should utilize specialized dockets to monitor compliance with conditions of probation; and judges should make greater use of Missouri Supreme Court Rule 33 as authority to set conditions of bond. The Thirteenth Judicial Circuit supports all of the Task Force's recommendations.

### **Batterer Intervention Strategies**

Multiple studies show that programs of at least 26 weeks in length significantly reduce battering behavior and reduced the overall recidivism rates for domestic violence offenders. According to D.G. Saunders, conclusive results reveal that when an offender completes a six-month or longer batterer intervention program the reoffending rate for violence is 35%. (Saunders, *Legal Response to Wife Assault*, 1993). However, offenders who do not complete a batterers' intervention program, the reoffending rate is 52%. (Saunders, *Legal Response to Wife Assault*, 1993).

In order to maximize the potential positive effect of a Batterer Intervention Program, the court works with agencies certified by Probation and Parole as BIPs. Locally those agencies are Compass Health (formerly Family Counseling Center) MEND program, and the TMT Consulting EMBRACE program. These are 27-week curriculums based on the Duluth Model. The Duluth Model is a widely recognized cognitive behavioral therapy for batterers. The main objectives of the programs are to help men identify goals to reach a non-violent lifestyle; identify abusive behaviors and their own pattern abuse; explore the intent of abusive behavior and the belief system that supports those behaviors; understand the connection of painful and negative feelings to beliefs about gender roles; identify the function and extent of minimizing, denying or blaming; fully explore the impact of violent and abusive behaviors on partners, children, and class members; and identify and practice non-abusive behaviors. In addition, TMT Consulting offers a women Batterer Intervention Programs known as EMBRACE U. This certified program is a 27-week program based on the Vista model. TMT focuses on utilizing strength-based and family centered services individuals. The goal is to empower, educate, to increase positive outcomes within the families and the community.

### **The Domestic Violence Dockets in Boone and Callaway Counties**

Since 2008 in Boone County and 2010 in Callaway County, criminal cases involving domestic violence are heard on consolidated dockets assigned to one associate circuit judge in each county. The designated domestic violence dockets in Boone and Callaway counties allow the domestic violence prosecutors and criminal defense counsel dedicated time to speak with each other, their witnesses and clients, as well as opportunities to discuss scheduling and possible dispositions. As a result, cases are processed and disposed of more quickly, which improves the court's efficiency, increases offender accountability, and quicker justice for the victims.

Consolidated dockets also make it easier for victims to stay engaged in the judicial process by knowing when they can access the domestic violence prosecuting attorneys, what judge will be hearing the case, and when their case will be heard in court. Prior to the consolidation of domestic violence cases, domestic violence cases were divided between multiple dockets with different judges in different courtrooms. Court appearances were often made by attorneys other than those assigned to the case who did not have the authority to discuss final dispositions. This resulted in cases being adjudicated for long periods of time and the frequently inability to keep the victim committed to the process. Consolidating the cases provides a more effective system for the court, the victims, the attorney, and all other parties involved in the judicial process.

Finally, utilization of specialized dockets for domestic violence cases was addressed in the Attorney General's Task Force on Domestic Violence Report. According to the report, the regular use of compliance dockets promotes greater victim safety through increased adherence to the terms of an order by holding offenders accountable. In Boone County, the associate judge orders a defendant ordered to BIP to appear for a compliance hearing if the Domestic Assault Court Coordinator informs the judge the defendant is not complying with the court's order to attend the BIP. Additionally, in Callaway County, an additional docket was created on the third Monday of every month strictly to monitor a defendant's compliance with the BIP. The judge sets the compliance hearing date on average 90 days from the date the court ordered the

defendant to participate in the BIP. The defendant is informed of this date at the date of disposition so he is on adequate notice of the importance to comply with the court's order and engage in treatment.

In Boone County, another docket has been added to the schedule for domestic related cases. It is set twice a month and held on Mondays. These dockets will be for show cause hearings regarding BIP compliance and bond forfeitures.

#### **Continued Need for Batterers' Intervention Program Funds and a Domestic Assault Court Coordinator**

An essential component of the domestic violence docket is the requirement that some defendants attend a BIP as part of a graduated range of sanctions that uses the coercive power of the criminal justice system to hold abusers accountable for their criminal action and for changing their behavior. In 2006 Family Counseling Center now Compass Health, obtained grant funding for its batterer intervention program, MEND. This allowed participants who could not afford the total cost of \$1,100 (\$40 per class for 27 classes plus \$20 orientation fee) to attend the program. However, that grant funding discontinued in 2008. To make the program financially feasible for defendants, the court applied for STOP-VAWA funding in 2008. Currently, up to \$30 of the \$40 per class fee is covered by the STOP-VAWA grant funding. The remaining portion, or copay, which is a minimum of \$10 per class, is calculated utilizing a sliding scale and is paid for by the defendants. This constitutes the match for the grant. TMT Consulting became part of the circuit's grant in 2017.

The Domestic Assault Court Coordinator (DACC) assists the court by tracking defendants who are ordered to a BIP by monitoring defendants' compliance. The DACC closely tracks whether defendants enroll and begin participating in the BIP by the court ordered dates, and finishes in a timely manner. The DACC sends correspondence to the judge and requests hearings to be set if defendants fail to adhere to those dates. The DACC serves as a liaison and fosters communication between the court and prosecuting attorneys, public defenders, private defense counsel, probation officers, and other stakeholders. As a result, the court is able to realistically require defendants to enroll in a BIP within 30 days. This is a dramatic reduction in time from the average of 143 days in 2010 between the court order and enrollment. Additionally, the court expects defendants to begin attending classes within a week after enrollment, which has significantly decreased the gap in time from enrollment date to start date. Furthermore, prior to the development of the DACC position, the time period between defendants' termination or suspension from a BIP and the court being notified of such action has been significantly reduced from one month or more to one to two weeks.

Moreover, due to the DACC monitoring defendants' compliance, more defendants are completing a BIP and are completing BIP in a shorter time frame. The implementation of the Domestic Violence Compliance Record (DVCR) can also be attributed to the improvement in defendants' compliance. The DVCR is a record signed by both the judge and the defendant at the time the judge orders a BIP. It assigns dates the defendant must enroll, start, and complete the program. It is designed to hold defendants accountable in completing the 27 week program within 35 weeks of the court ordering participation into the program. In short, it is a written agreement that sets firm timeframes for participation in the program. The DACC files a copy of the DVCR with the court and mails a copy to the defendant so every participant is on notice of the expectations the court has regarding the BIP. By doing this, communication has improved greatly between all parties. Therefore, the DVCR along with the role of the DACC have greatly improved the efficiency of the Court in handling domestic violence cases and the implementation of the batterer's intervention program in a timely manner.

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## **Type of Program**

### **Methodology/Type of Program**

1. Provide a brief synopsis of the Agency and the type(s) of victim services the agency provides. Outline the services to be funded **by this specific project**. Include who will provide these services, how services are accessed, and who will benefit from the services. Flow charts and chronological outlines are great, but must be supported by additional narrative description.

2. Explain how services are delivered in compliance with **either** the Missouri Coalition Against Domestic and Sexual Violence (MCADSV) Standards **or** the Missouri Department of Public Safety/Crime Victims Services Unit (MoCVSU) Program Standards and Guidelines. **Please do not simply state the agency is in compliance!**

**NOTE:** Agencies that **primarily serve domestic and/or sexual violence victims** will be required to comply with the MCADSV Standards. (These agencies **will not** be required to comply with the MoCVSU Program Standards and Guidelines).

All other agencies (**those NOT primarily serving victims of domestic violence and/or sexual violence**) will be required to comply with the MoCVSU Program Standards and Guidelines. (These agencies **will not** be required to adhere to the MCADSV Standards).

MCADSV Standards and MoCVSU Program Standards and Guidelines can be downloaded as separate documents from the DPS website, or by using the links above.

The core of the court's domestic violence program is the designated dockets for criminal cases involving domestic violence. The designated dockets started in Boone County in 2008 and in Callaway County in 2010. In these specialized dockets all criminal cases involving domestic violence are assigned to one associate circuit judge in each county, with the exception of defendants who are on probation in another division. Cases included misdemeanor cases through disposition and preliminary hearings on felony cases.

The domestic violence dockets are overseen by a single judge in each county. The dockets also include a domestic violence prosecutor and a court coordinator dedicated to domestic violence cases. Accelerated adjudication of domestic violence cases results from this inclusive approach, which allows for an increase in victim safety and offender accountability. Other emphasized elements of this approach include a quicker return date on bonds (10 days) and expedited settings for preliminary hearings. Additionally, the judge's familiarity with individual cases allows for more effective monitoring of dispositions. In Boone County, the three designated domestic violence dockets are morning and afternoon every Wednesday, and every Thursday afternoon and Monday afternoons. There is an average of 44 domestic cases filed per month on the Boone County domestic violence dockets. In Callaway County, the three designated domestic violence dockets are the first, second, and fourth Fridays of the month. There is an average of 16 domestic cases filed per month on the Callaway County domestic violence dockets.

Starting in 2009 in Boone County and in 2012 in Callaway County, the Court began receiving STOP-VAWA funding for a batterers' intervention program (BIP). The BIP is utilized as part of a graduated range of sanctions that uses the coercive power of the criminal justice system to hold abusers accountable for their criminal behavior and to promote change in their behavior. MEND (Men Exploring Non-violent Directions), and EMBRACE/EMBRACE U are the local BIPs. They both have a 27-week program administered by Compass Health (Formerly Family Counseling Center (FCC) )of Missouri and TMT Consulting of Missouri. The majority of the VAWA funds currently requested will be used to help offset the cost of the BIP. Two of the program coordinators for the MEND program (Quillen Reivich and Ted Solomon) were trained in Duluth, Minnesota using the internationally recognized Duluth Model Curriculum. The classes cover eight themes in three to four week cycles. The themes are as follows: 1) Non-violence; 2) Non-threatening Behavior; 3) Respect; 4) Support and Trust; 5) Accountability and Honesty; 6) Sexual Respect; 7) Partnership (includes topics of shared responsibility, financial partnership, and responsible parenting); and 8) Negotiation and Fairness.

The main objectives of the program are to help men identify goals to reach a non-violent lifestyle; identify abusive behaviors and their own pattern abuse; explore the intent of abusive behavior and the belief system that supports those behaviors; understand the connection of painful and negative feelings to beliefs about gender roles; identify the function and extent of minimizing, denying or blaming; fully explore the impact of violent and abusive behaviors on partners, children, and class members; and identify and practice non-abusive behaviors. There are currently five classes held per week in Columbia and one class held per week in Fulton. Classes consist up to 18 group members and are led by a male and female facilitator team. Both BIPs are accredited by the Department of Corrections-Probation and Parole.

In order for a BIP to be effective, it must be financially accessible to the individuals who are court-ordered to attend the program. When funding was not available for the program, attendance at a BIP decreased and it was often not included as a bond or probation condition due to the financial constraint it could place on defendants. This is not surprising considering that the \$40 per class fee is an unsustainable obligation for many defendants. With grant funding the court is able to offset the fees charged for the BIP program. A sliding scale based on income and number of dependents is used to determine the amount a participant must pay. The minimum fee a participant must pay is \$10 per class and the maximum cost is \$40. While the participants' contribution is used for match, the court supports the idea that defendants need to pay as much as they are able in order obtain maximum offender accountability. As of September 2019, there are total of 56 participants enrolled in the BIP program in the two counties.

### **Compliance with the Missouri Crime Victim Services Unit Standards and Guidelines**

#### *Program Standards and Guidelines for Organizational Structure*

- The mission of the Thirteenth Judicial Circuit's Domestic Violence Dockets is to accelerate adjudication of domestic violence cases. The domestic violence dockets allow the domestic violence prosecutors and criminal defense counsel to have dedicated time to speak with each other, their witnesses and clients, as well as opportunities to discuss scheduling and possible dispositions. The Thirteenth Circuit is committed to cases being processed and disposed of more quickly, which improves the court's efficiency, increases offender accountability, and brings quicker resolution for victims. The Thirteenth Judicial Circuit's Domestic Violence Dockets aim to accomplish its mission by establishing a quicker return date on bonds (10

days); establishing expedited settings for preliminary hearings; using a graduated range of sanctions that uses the coercive power of the criminal justice system to hold abusers accountable for their criminal action and for changing their behavior that includes a 27-week batterers' intervention program (in Boone and Callaway counties, the program being utilized is MEND [Men Exploring Non-Violent Directions] offered by Compass Health and EMBRACE and EMBRACE U offered by TMT Consulting; providing defendants with grant funding to make sure finances are not an obstacle to cognitive behavior therapy; encouraging accountability by closely monitoring offenders' participating and attendance in cognitive behavior therapy through the use of Domestic Assault Court Coordinator (DACC) who completes a Domestic Violence Compliance Record with each defendant listing agreed upon dates for enrollment, commencement, and graduation from a BIP (if the defendant fails to comply with these agreed upon dates, the judge may set a show cause hearing); providing recognition for completion of a BIP; and performing regular evaluation measures to assist in promoting effective practices and improving ineffective practices.

- The court has written personnel policies and procedures, and rules and regulations that apply to all court staff including the DACC. The court has a prepared job description for the DACC, which is part of this application. Confidential personnel files are maintained for all court personnel. Performance-based assessments of staff service delivery are held via monthly meetings between the DACC and the Deputy Court Administrator as well as annual evaluations.
- The DACC does not currently have direct contact with victims. Information regarding the criminal justice process and measure of victim satisfaction with services comes directly from the Prosecuting Attorney's Office. The Prosecuting Attorney's Office provides each victim with a survey in an effort to evaluate their services to victims of crime and to continue to improve the quality of their services to victims of crime in the community. All responses are kept confidential.
- The court communicates and collaborates with other service providers to include the local domestic violence shelters, the local police and sheriff's departments as well as the BIP service provider, Compass Health and TMT Consulting. This is demonstrated by the Memorandum of Agreement and interagency contracts that are attached to this application.

#### *Program Standards and Guidelines for Personnel Administration*

The Thirteenth Judicial Circuit has written policies and procedures, and rules and regulations that apply to all court staff including the Domestic Assault Court Coordinator (DACC). The court has a prepared job description for the DACC as well. These documents are available upon request. Confidential personnel files are maintained for all court personnel.

#### *Program Standards and Guidelines for Staff Development*

Grant-funded program staff are trained in a variety of ways. They receive one-on-one training with their direct supervisor as needed and have access to the judiciary's web-based educational programs. Program staff attends a three-day domestic violence conference annually.

#### *Program Standards and Guidelines for Service Provision*

Court-ordered participants receive counseling services from Compass Health and TMT Consulting of Missouri. The providers follow the guidelines of the MCADSV, as set out below. Utilizing records kept by the Domestic Assault Court Coordinator (DACC) in Excel as well as reports generated through the court's "OSCA Reports" software, the following information required on the annual progress reports is available: the number and type of criminal cases filed; the number, type, and disposition of disposed cases; the number of offenders reviewed and hearings conducted with regards to judicial monitoring; the disposition of probation violations; the number of offenders enrolled in a BIP, and the program outcomes of the BIP participants. These records are kept electronically in a password protected environment and in a hard copy in a locking cabinet. The DACC is not a provider of counseling services. The Thirteenth Judicial Circuit has written policies and documents that can be provided upon request.

#### *Program Standards and Guidelines for Program Accessibility*

- The Thirteenth Judicial Circuit in partnership with Compass Health or TMT Consulting, does not discriminate or deny service on the basis of race, ethnicity, color, national origin, residency, language, sex, gender, age, sexual orientation, ability, social class, economic status, education, marital status, religious beliefs, or HIV status.
- The Domestic Assault Court Coordinator (DACC) does not provide direct services to victims of domestic violence. The DACC has a background in case management and the court supports ongoing training for the DACC in the form of attendance at outside training programs, such the training offered by the Missouri Coalition Against Domestic and Sexual Violence and the Missouri Office of Prosecutorial Services.
- The Thirteenth Judicial Circuit will furnish auxiliary aids and services to afford an individual with a disability and equal opportunity to participate in or benefit from services, programs, or activities conducted by the court. These auxiliary aids and services may include: sign language interpreter, large print materials, qualified interpreters for persons who are deaf, Ubi Duo



communication device, written materials, assistive listening devices as well as other effective methods of making written or orally delivered materials available to individuals who are blind and deaf. Individuals with a disability may request the reasonable auxiliary aid of his or her choice and the court will give primary consideration to the choice. A reasonable effort will be made to accommodate the request. The Thirteenth Judicial Circuit provides language interpreters for court-related purposes; however, Compass Health and TMT Consulting are responsible for providing an interpreter for any deaf or non-English speaking defendants.

- In Boone County everyone with the exception of judges are required to enter the courthouse through one entrance and walk through a metal detector. Access to the Callaway County Courthouse for all but staff with a FOB key access is through one door, which is monitored through security cameras. Both courthouses are equipped with security cameras and fully staff with court marshals.

*Program Standards and Guidelines for Records and Confidentiality of Victim Information*

- Case files are organized by the year and corresponding case number. In Boone County and Callaway County, case files are electronic and managed on the Justice Information System (JIS).
- The content of a case file typically includes bond conditions, the probable cause statement, entry of appearance, probation orders, all accompanying docket entries and motions, as well Domestic Violence Compliance Records, which lists agreed upon dates for enrollment, commencement, and graduation from a BIP. All correspondence is typically included between the Judge/Defendant/DACC. Files also contain confidential reports from the DACC and probation officers. Files are kept pursuant to Supreme Court Operating Rule 8-Records and Retention and Destruction and are generally shredded. The DACC does not keep separate files on domestic violence cases. Generally, the Judge, Prosecuting Attorney, Defense Counsel, and DACC have access to the case file. In some cases, the general public has access to certain files, except all case information marked "CONFIDENTIAL". In paper files, the information marked CONFIDENTIAL is clearly labeled and only authorized court personnel can access this information and then only as it pertains to the duties of their jobs. In electronic files, only attorneys, judges, and court personnel may log-in to view court files and every person's security level is determined and monitored by the Office of State Courts Administrator.
- The batterers' intervention program is MEND through Compass Health and EMBRACE/EMBRACE U through TMT Consulting. Both programs provide information regarding clients' participation in the BIP, which is tracked by the DACC. The DACC keeps multiple Excel spreadsheets of all the clients that have ever been in the program to include attendance, termination, graduation, etc.
- The court follows Missouri Supreme Court Operating Rule 2 governing public access to court records, and applicable statutes protecting the confidentiality of specific court records. The DACC does not receive details of defendants' participation in a BIP except for attendance records and overall attitude regarding treatment.  
*Compass Health and TMT Consulting adhere to the Standards and Guidelines for Batterers' Intervention Programs established by the Missouri Coalition Against Domestic and Sexual Violence (MCADSV)*
- The program philosophy of both programs and the curriculum used (The Duluth Curriculum) follows MCADSV's "Declaration of Principles" and the curriculum requirements.
- MEND/EMBRACE or EMBRACE U requires that participants attend an intake/orientation session, where the information set on page 9 of the MCADSV guidelines is gathered and assessed, and then 27-weekly two-hour group sessions.
- With funding from the STOP-VAWA grant, Compass Health and TMT both utilize a sliding fee scale allowing defendants to pay between \$10 to \$40 per class session, depending on their income and dependents.
- Compass Health and TMT Consulting reserve the right to exclude people from the BIP if they are unable to function in the group because of chemical dependency or psychiatric or cognitive issues.
- All program participants sign an agreement that they will adhere to group rules, which are listed on the agreement and discussed at the orientation session.
- Facilitators
  - All current facilitators have a master's degree in counseling or social work.
  - The program has used facilitators who have a bachelor's degree and experience in working at women's shelters. Periodically staff from True North, a local women's shelter and advocacy center, assist with the training of new facilitators.
  - New facilitators are trained in all aspects of the training guidelines and must observe several groups before starting their own groups. When beginning with a group, they must work an experienced facilitator.
  - Monthly facilitator staff meetings are held in which facilitators discuss the curriculum and articles regarding domestic violence

treatment.

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## Coordination of Services

### Coordination of Services

*Outline how your agency will coordinate the activities of this project with other service providers, law enforcement agencies, prosecuting attorney's offices, courts and other agencies in your community. Other services may not necessarily be the same as offered by your project.*

*Explain how the services to be offered by this project will complement other activities and services already in place in your community. Do not merely state who you coordinate with; provide an explanation of specific activities!*

*Coordination efforts should be supported by, and tie back to, submitted letters of collaboration and/or MOU's.*

*Please note that this is a required component to receiving VAWA funds.*

The Thirteenth Judicial Circuit works closely with many offices, agencies, and stakeholders including the Boone and Callaway Prosecutor's Office, criminal defense attorneys, probation officers, True North (domestic violence shelter), Coalition Against Rape and Domestic Violence (domestic violence shelter), Compass Health and TMT Consulting. The Court anticipates continuing these relationships.

Meetings regarding the Boone County domestic violence docket are hosted quarterly at the Boone County Courthouse. These meetings include the domestic violence judge, the Domestic Assault Court Coordinator (DACC), court administration, the Boone County domestic violence prosecutors, victim advocates, public defenders, a representative from the private criminal defense bar, Missouri State probation officers, the Boone County Circuit Clerk's Office, True North, Adult Court Services (Boone County's internal probation and parole department), TMT Consulting and Compass Health. The meetings allow the stakeholders to openly discuss programs, issues, and solutions specifically related to the domestic violence docket. The DACC schedules and conducts these meetings. The frequency in which these meetings are held are reviewed and evaluated with the domestic violence judge.

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

In collaboration with the Court, and as a way to further assist victims, the Prosecutor's Office sends an informational letter to victims that include information on accessing Case.net, Missouri's automated case management system. This allows victims to easily determine court dates, bond conditions, and other applicable information that is part of the Court's case file. The informational letter is included with this application.

Callaway County also has a domestic violence task force known as the Coordinated Community Response Team (CCRT). The group includes the Fulton Police Department, Holts Summit Police Department, Callaway County Sheriff's Department, Callaway County Prosecutor's Office, Missouri State Board of Probation and Parole, and CARD-V (domestic violence shelter). The group meets monthly to discuss domestic violence issues in Callaway County. The DACC attends these meetings to discuss the Court's programs and ways to improve the domestic violence docket.

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## Consultation with Victim Services

Prosecution, Law Enforcement and Court based applicants Only:

Consultation with Victim Services Narrative

*Prosecution, Law Enforcement and Court based applicants are required to consult with state or local victim service programs during the course of developing their grant applications in order to ensure that the proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality and economic independence of victims of domestic violence, sexual assault, stalking and dating violence.*

*Please explain in detail the process undertaken to meet this requirement.*

The Domestic Assault Court Coordinator has ongoing communication with the executive directors of True North and the Coalition Against Rape and Domestic Violence (CARDV), the local domestic violence shelters, which were consulted when the courts first applied for STOP-VAWA funding. Memorandums of Understanding are included with this application. The consultation in preparation for this grant was completed by contact over the phone and email, but the DACC regularly meets with victim services in person throughout the year at monthly and quarterly meetings, and as needed when issues arise.

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## Number of Victims to Be Served

### Number of Victims to Be Served

*Indicate the anticipated number of victims to be served by this VAWA funded project.*

*Do not include the total number of victims served by your agency, but the number that will be served specifically by this particular project.*

*For victims of domestic and/or sexual violence break out the number of women to be served, men to be served, and children to be served separately.*

*These numbers should match what is listed on the VAWA Data Report.*

*Give statistics from previous years to support your estimate.*

It is anticipated the Integrated Domestic Violence Program will indirectly serve approximately 1,773 victims per year for a total of 3,546 victims. This is based on the 522 domestic violence cases filed in Boone County and the 186 domestic violence cases filed in Callaway County in 2018 multiplied by the average household size in their respective counties.

While only a portion of the cases involving domestic violence will result in a defendant ordered to attend a BIP, all of those cases will be a part of the domestic violence dockets or subject to interaction with the Domestic Assault Court Coordinator. As part of the Integrated Domestic Violence Program, there are enhanced bond conditions and expedited preliminary hearings. This impacts on offender accountability. In addition to these indirect victims, the program will continue to contribute to the overall safety of the community by reducing recidivism rates.

From January 2009 through September 2019, 1042 defendants were court-ordered to attend a BIP. Of those ordered, 597 defendants have successfully graduated from the MEND Program.

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## Goals and Objectives

Type of Service	Objective	Objectives Percentage (%)
Batterer Intervention Programs	_____ % will complete the BIP program	70
Batterer Intervention Programs	_____ % with no reported incidents of violence while in the BIP program	85

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## Evaluation Procedure

Evaluation Procedure

The evaluation component of the application should tie to the goals and objectives. Describe the process to be used to determine the effectiveness of your program and the effect of your program on the victims served, such as pre- and post-testing, surveys, client-satisfaction evaluations, etc (it is helpful to attach blank samples of these tools, if available). Explain how data is assessed and used to improve services to victims. This must also include a description of the data to be collected, as outlined in the Program Description, to prepare any progress reports and/or final reports required by the Violence Against Women Act.

**Objective 1: 70% of court-ordered defendants will complete the BIP program.**

For the purposes of this objective, the DACC is using a timeframe of one year. The DACC currently tracks all defendants ordered to attend a BIP in Boone and Callaway counties utilizing attendance and participation reports from agency providers, OSCA Reports software, and Excel. While 70% may seem like a low target, we are taking into consideration that there will be some noncompliance causing a delay in completion time.

**Objective 2: 85% of court-ordered defendants will have no reported incidents of violence while in the BIP program.**

For the purposes of this objective, "violence" is being defined as any domestic violence case. The DACC currently tracks recidivism for BIP participants through Case.net, which is online access to the Missouri state courts automated case management system. From there one is able to inquire about case records including docket entries, parties, judgments and charges in public court. Via this system the DACC is able to monitor BIP participants for new domestic violence cases.

**Progress and/or Final Report**

Utilizing records kept by the DACC in Excel as well as reports generated through the court's OSCA Reports software, the following information required on the yearly progress reports is available: the number and type of criminal cases filed; the number, type, and disposition of disposed cases; the number of offenders reviewed and hearings conducted with regards to judicial monitoring; the disposition of probation violations; the number of offenders enrolled in BIP, and the program outcomes of BIP participants. Collaborative meetings have been a way for us to improve services, such as the need for a female program. We have TMT Consulting that provides these services in town, therefore we have contracted with them to do so. TMT and Compass Health will both provide services for men. Although both Facilities offer the same type of services, their schedules are different which gives the men more flexibility with their work schedules.

The DACC uses data collected to evaluate the effectiveness of the program. Examples would be the recidivism rate, time it takes to complete the program and the number of hearings for these participants related to probation violations and compliance hearings regarding the BIP. The compliance hearings are beneficial because the Judge hears firsthand information from the participant the pros and cons of the program. By completing the program in a timely manner, this helps hold the defendant accountable for their actions and also reduces the recidivism rate.

## Report of Success

Measurable Objectives	VAWA Outcomes
70% of court-ordered defendants will complete the BIP program.	Of the 45 MEND participants who graduated in calendar year 2018, 40 of them, or 88%, completed the program within one year.
85% of court-ordered defendants will have no reported of violence while in the BIP program.	Of the 170 defendants who attended MEND in 2018, 164 of them, or 96%, had no reported incidents of violence while in the program.

## Personnel

Name	Title	Position	Employment Status	Salary per Pay Period	Number of Pay Periods	% of Grant Funded Time	Total Cost	Local Match %	Local Match Share	Federal/State Share
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Unknown 2020	Domestic Assault Court Coordinator	Retained FT	\$1,168.6 4	26.0	100.0	\$30,384. 64	0	\$0.00	\$30,384. 64
Unknown 2021	Domestic Assault Court Coordinator	Retained FT	\$1,192.0 1	26.0	100.0	\$30,992. 26	0	\$0.00	\$30,992. 26
						<b>\$61,376. 90</b>		<b>\$0.00</b>	<b>\$61,376. 90</b>

## Personnel Justification

### Personnel Justification

*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.*

*If using Match in this section please identify who will be providing these funds and describe the source of the funds.*

*If a salary increase is included, address the type/reason for such increase, the percentage of increase, and the effective date of the increase.*

*If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.*

**Supplanting DOES apply to non-profit agencies as well as government agencies.**

The DACC performs a variety of functions, which included monitoring defendants' attendance and participation in BIPs and coordinating with probation and court services in monitoring compliance with other court-ordered conditions of probation. When non-compliance occurs the DACC takes action based on a graduated range of sanctions including sending warning letters to defendants, talking and meeting with defendants, and informing the defendant's probation officer on noncompliance. When appropriate, noncompliance is reported to the domestic violence judge so the judge can have the discretion whether to set a show cause or probation hearing. In addition, the DACC administers grant funds; collects, maintains, and analyzes data regarding court programs, and assists the Court on domestic violence cases as needed. The DACC also reviews the dockets for Adult Abuse hearings (orders of protection) and informs the judge if the respondent has pending criminal charges for domestic violence. In 2017 the DACC started doing bond investigations in Callaway County for domestic violence cases and makes bond recommendations to the judge. A total of 22 Bond Investigations were completed in Callaway County for domestic related cases from January 2019 through October 2019.

The DACC also acts as the court's liaison to BIPs (Compass Health and TMT Consulting), prosecutors, defense counsel, law enforcement, probation officers, and local CCRTs regarding court programs and procedures. This has allowed the court to realistically require defendants to enroll in a BIP within approximately one month. Prior to the hiring of the DACC it took a defendant an average of 143 days to enroll in the program. Additionally, it is expected the defendant begin class one week after enrolling in the program. Prior to the DACC, it took a defendant an average of 78 days to enroll in the program. Moreover, the time period between defendants being terminated from a BIP or placed on hold and the court receiving notification of such action has been significantly reduced from one month or more to 1-2 weeks. Thus, the DACC has significantly reduced the time periods for defendants to start the program and the court receiving notification on noncompliance, which ultimately increases offender accountability.

Calculations for salary and benefits are based on Boone County employees being paid bi-weekly, resulting in 26 pay periods per year. The estimates for 2020 and 2021 include a 2% COLA raise per year as is customary with Boone County employees, usually given on the first of the year. This COLA raise will only occur if the county approves the raise for all other staff.

The most recent DACC has a Bachelor's of Art in accounting from William Woods University. She has been employed within the 13th Circuit for 7 years. Prior to becoming the DACC, she was a criminal court clerk in Callaway County. She was hired on as the DACC March 1, 2016.

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## Personnel Benefits

Category	Item	Salary/Pre mium	Percentag e/# of Periods	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/St ate Share
Deferred Comp	401 A Match (2020 and 2021)	\$15.00	24.0	100.0	\$360.00	0	\$0.00	\$360.00
Dental Insurance	Dental Insurance (2020 and 2021)	\$35.00	24.0	100.0	\$840.00	0	\$0.00	\$840.00
Disability Insurance	Disability Insurance (2020 and 2021)	\$61,376.90	0.0036	100.0	\$220.96	0	\$0.00	\$220.96

FICA/Medi care	FICA/MEDI CARE	\$61,376.90	0.0765	100.0	\$4,695.33	0	\$0.00	\$4,695.33
Life Insurance	Life Insurance (2020 and 2021)	\$6.00	24.0	100.0	\$144.00	0	\$0.00	\$144.00
Medical Insurance	Medical Insurance (2020 and 2021)	\$507.00	24.0	100.0	\$12,168.00	0	\$0.00	\$12,168.00
Workers Comp	Workers Comp (2020 and 2021)	\$61,376.90	0.0337	100.0	\$2,068.40	0	\$0.00	\$2,068.40
					\$20,496.69		\$0.00	\$20,496.69

## Personnel Benefits Justification

### Benefits Justification

*If personnel benefits are included in the budget, provide justification for each fringe benefit.*

*If using Match in this section please identify who will be providing these funds and describe the source of the funds.*

*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.*

*If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.*

*Supplanting DOES apply to non-profit agencies as well as government agencies.*

The benefits stated are currently provided to all Boone County employees. The rates provided above are based on the December 21, 2018, letter from the Boone County Auditor and are effective January 1, 2019. We are using the same rates as we do not have the updated rates for 2020 and 2021. In the Auditor's letter it states that "premiums are determined annually through the budget process and approved with adoption of the annual budget."

Health Insurance (Medical) - Effective January 1, 2019, the rate will be \$ 5712 - \$6,084 a year per employee.

Dental Insurance - In 2019 the rate was \$420 annually. The rate was set by the county. As insurance is a benefit offered to all staff, the court is requesting the grant cover this benefit at the same rate.

Disability Insurance - In 2019, the rate was \$0.36 per \$100. As insurance is a benefit offered to all staff, the court is requesting the grant to cover this benefit.

Life Insurance - In 2019, Life Insurance was \$72.00 annually. As insurance is a benefit offered to all staff, the court is requesting the grant cover this benefit.

## PRN/Overtime

Name	Title	PRN/Overtime Pay	Hours on Project	Total Cost	Local Match %	Local Match Share	Federal/State Share
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\$0.00

\$0.00

\$0.00

### PRN/Overtime Justification

#### PRN/Overtime Justification

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

If using Match in this section please identify who will be providing these funds and describe the source of the funds.

If an PRN/Overtime pay rate increase is included, address the individuals eligibility for such increase, the percentage of increase, and the effective date of the increase.

If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

Supplanting DOES apply to non-profit agencies as well as government agencies.

N/A

### PRN/Overtime Benefits

Category	Item	PRN/Overtime Premium	Percentage/# of Periods	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share
					\$0.00		\$0.00	\$0.00

### PRN/Overtime Benefits Justification

#### PRN/Overtime Benefits Justification

If PRN/Overtime benefits are included in the budget, provide justification for each fringe benefit.

If using Match in this section please identify who will be providing these funds and describe the source of the funds.

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.

If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

Supplanting DOES apply to non-profit agencies as well as government agencies.

N/A

### Volunteer Match (\$18.00/hour)

Description of Service	Number of Volunteers	Total Hours	Local Match Share
			\$0.00



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## Volunteer Match Justification

### Volunteer Match Justification

*If volunteer match is included in your application explain the number of volunteers that will be used, the activities that they will be conducting and when they will be conducting these activities (day, evening, weekends).*

NA

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## Travel/Training

Item	Category	Unit Cost	Duration	Number	Total Cost	Local Match %	Local Match Share	Federal/State Share
MAPA AND MISSOURI VICTIM'S SERVICES ACADEMY CONFERENCE	Lodging	\$700.00	1.0	2.0	\$1,400.00	100.0	\$1,400.00	\$0.00
					\$1,400.00		\$1,400.00	\$0.00

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## Travel/Training Justification

### Travel/Training Justification

*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 name of training or conference, the location, and date(s) of the training. If either the name, 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.*

*If using Match in this section please identify who will be providing these funds and describe the source of the funds.*

*If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.*

*Supplanting DOES apply to non-profit agencies as well as government agencies.*

The DACC attends the Missouri Victim's Services Academy and Missouri Association of the Prosecuting Attorney's conference annually. This training is approved by the Department of Public Safety. This money will cover the registration fee, lodging, mileage and meals.

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## Equipment

Item	Description	Unit Cost	Quantity	Source of Bid	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share
Laptop	Laptop	\$900.00	1.0		100.0	\$900.00	100.0	\$900.00	\$0.00
						\$900.00		\$900.00	\$0.00

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## Equipment Justification

### Equipment Justification

*If equipment is included in the budget, provide justification for each item.*

*Address why the item is needed, whether it is a replacement or an addition, who will use it, and how it will be used.*

*If using Match in this section please identify who will be providing these funds and describe the source of the funds.*

*If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.*

*Supplanting DOES apply to non-profit agencies as well as government agencies.*

The Domestic Violence Court Coordinator's laptop was originally purchased in 2014 through STOP-VAWA grant funds. The device is now 5 years old. The court will provide the replacement device. A laptop is necessary as this position requires the employee to be in multiple locations (courtrooms in two counties, meetings, etc) and have immediate access to information on defendants.

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## Supplies/Operations

Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share
					\$0.00		\$0.00	\$0.00

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## Supplies/Operations Justification

### Supplies/Operations Justification

If supplies/operations are included in the budget, provide justification for each expense.

Address why the item is necessary for the proposed project, who will use it, and how it will be used.

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

If using Match in this section please identify who will be providing these funds and describe the source of the funds.

If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

Supplanting DOES apply to non-profit agencies as well as government agencies.

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## Contractual

Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share
Boone County BIP per year	Annual	\$39,740.00	2.0	100.0	\$79,480.00	44.96	\$35,734.21	\$43,745.79
Callaway County BIP per year	Annual	\$18,106.00	2.0	100.0	\$36,212.00	38.5	\$13,941.62	\$22,270.38
					\$115,692.00		\$49,675.83	\$66,016.17

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## Contractual Justification

Contractual Justification

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

Address why each item is necessary for the proposed project and 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.

If using Match in this section please identify who will be providing these funds and describe the source of the funds.

If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

Supplanting DOES apply to non-profit agencies as well as government agencies.

An essential component of the domestic violence docket is the requirement that some defendants attend a BIP as part of a graduated range of sanctions that uses the coercive power of the criminal justice system to hold abusers accountable for their criminal action and for changing their behavior. In 2006 Family Counseling Center now Compass Health obtained grant funding for its BIP, MEND. This allowed participants who could not afford the total cost of \$1,100 (\$40 per class for 27 classes plus \$20 orientation fee) for the 27-week program to still attend the program. The grant funding discontinued in 2008. To make the program financially feasible for defendants, the court applied for the STOP-VAWA funding for the program in 2008. The current funding permits up to \$30 of the \$40 per class fee. The remaining portion, or copay, which is a minimum of \$10 per class, is calculated utilizing a sliding scale, and is paid for by the defendants. Currently, there a total of 56 participants enrolled in the MEND program in the two counties. Approximately 86% of participants financially qualify for use of the grant. 80% of participants utilize the full extent of the grant and 6% of participants utilize the grant for less than the full benefit, paying \$12 to \$35 per class. The funds designated as match in this section will be provided by the portion of BIP fees paid by defendants. The portion paid by defendants is currently \$10 to \$40 per class. The amount defendants are required to pay is determined utilizing a sliding scale based on income and dependants.

**BOONE COUNTY BIP**

BIP billing for both Compass Health and TMT Consulting for Boone County, the total cost of classes and orientation for 2017 was \$41,996.00, with defendants paying \$18,022, or 43%. The total costs for classes and orientation for 2018 was \$ 31,520.00 with defendants paying \$ 13,862.00, or 44%. The total classes and orientation for 2019 through September was \$34,280.00, with defendants paying \$16,294.00, or 47.53%. Averaging the first 9 months of 2019, the approximate total billing for the year will be around \$45,704.00 with \$ 21,724 paid by the defendants. Averaging the last three years together based on billing, it is expected that the total cost of classes and orientation will be \$35,392.00 a year with 44.83% or \$15,866 paid by the defendants.

The above financial figures do not account for the use of funding toward the women BIP which was approved in August 2017 with TMT Consulting.

**CALLAWAY COUNTY BIP**

Per Compass Health billing for Callaway County, the total cost of classes and orientation for 2017 was \$ 19,200.00, with defendants paying \$ 7,142.00, or 37.20%. The total costs for classes and orientation for 2018 was \$ 15,720.00, with defendants paying \$6,236 or 39.67%. The total classes and orientation for 2019 through September was \$7,600 with defendants paying \$3,433.00, or 38.95%. Averaging the first 9 months of 2019, the approximate total billing for the year will be around \$19,440 and \$3,433.00 paid by the defendants. Averaging the last three years together based on billing, it is expected that the total cost of classes and orientation will be \$16,059 a year with 40.68% or \$6,533.00 paid by the defendants each year.

The above financial figures do not account for the use of funding toward the women BIP ogram which was approved in August 2017 with TMT Consulting. However, that program is currently only in Boone County.

For the 2020 and 2021 years, the defendants will have the choice to attend either BIP offered at Compass Health or TMT Consulting. Both entities are 27 week programs and are the same price for classes. Both facillites use the sliding scale.

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**Indirect Costs**

Item	Project Indirect Costs Type	Indirect Rate	Total Indirect Costs	Local Match %	Local Match Share	Federal/State Share:
			\$0.00		\$0.00	\$0.00

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**Indirect Cost Justification**

N/A

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## Total Budget

Total Federal/State Share:	\$147,889.76
Federal/State Share Percentage:	73.99%
Total Local Match Share:	\$51,975.83
Local Match Share Percentage:	26.01%
Total Project Cost:	\$199,865.59

---

## VAWA Data Form

Budget Total: \$185,589.42

*Please only select one category for your proposed project; the percentage should equal 100% for this category. The requested STOP Program funds will be used for:*

Law Enforcement:*	0%	\$0.00
Prosecution:*	0%	\$0.00
Victim Services Project:*	0%	\$0.00
Court:*	100.0%	\$185,589.42
Discretionary:*	0%	\$0.00
Culturally Specific:*	0%	\$0.00
Other:*	0%	\$0.00

Project Focus: Domestic Violence Services

*Indicate the anticipated number of victims to be served by this STOP funded project*

Total Victims of Crime: 3546

Hotline Calls: 0

*Indicate the anticipated number of women, children, and men to be served by this STOP funded project and the anticipated number of bednights.*

Women: 3535

Children: 0

Men: 11

Bed-Nights:

*If a training/technical assistance project, show the anticipated number of people and/or communities to be trained:*

People:

Communities:

---

## Type of victimization

Budget Total 1	\$185,589.42	
Sexual assault*	1.0%	\$1,855.89
Domestic violence/dating violence*	97.0%	\$180,021.74
Stalking*	2.0%	\$3,711.79
Total	100.0%	\$185,589.42
	(must equal 100%)	(must equal budget total 1)

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## Audit Requirements

Date last audit was completed:	06/28/2019
Date(s) covered by last audit:	01/01/2018-12/31/2018
Last audit performed by:	Rubin Brown LLP Certified Public Accountants
Phone number of auditor:	314-290-3300
Date of next audit:	June 2020
Date(s) to be covered by next audit:	01/01/2019 - 12/31/2019
Next audit will be performed by:	Rubin Brown LLP Certified Public Accountant

*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, 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.*

Federal Amount:	\$993,578.00
State Amount:	\$3,455,845.00

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## Required Attachments

Attachment	Description	File Name	File Size	Type
<b>A detailed copy of your agency's organizational chart (REQUIRED)</b>	<b>Organizational chart for Circuit 13 Courts</b>	<b>organizational chart.pdf</b>	<b>98.5 MB</b>	<b>pdf</b>
<b>Agency's Policies &amp; Procedures relating to Internal Controls (REQUIRED)</b>	<b>BOONE COUNTY PURCHASING POLICY MANUAL</b>	<b>Boone_County_Purchasing_Policy_Manual.pdf</b>	<b>98.5 MB</b>	<b>pdf</b>
<b>Job descriptions and last Pay Stub for personnel involved in this proposed project (REQUIRED)</b>	<b>JOB DESCRIPTION AND PAYCHECK STUB</b>	<b>JOB DESCRIPTION AND PAYROLL STUB.pdf</b>	<b>98.5 MB</b>	<b>pdf</b>
<b>Your agency's profit/loss statement from the past two (2) years for your agency as a whole (if applicable)</b>			<b>98.5 MB</b>	
<b>Your Agency's Current Budget (REQUIRED)</b>	<b>CURRENT BUDGET FOR THE GRANT PORTION OF THE OVERALL BUDGET. WEBSITE WOULD NOT LET ME ATTACH THE ENTIRE BUDGET AS THE FILE WAS APPARENTLY TOO BIG.</b>	<b>JUDICIAL GRANTS CURRENT BUDGET.pdf</b>	<b>98.5 MB</b>	<b>pdf</b>
<b>Your Agency's Previous Budget (REQUIRED)</b>	<b>previous budget and current</b>	<b>Current and previous budget.pdf</b>	<b>98.5 MB</b>	<b>pdf</b>
<b>Board of Directors listing (if applicable)</b>			<b>98.5 MB</b>	
<b>Documentation of Nonprofit Status (if applicable)</b>			<b>98.5 MB</b>	
<b>Letters of Collaboration/MOU's (REQUIRED)</b>	<b>LETTERS OF COLLARBORATION</b>	<b>LETTERS OF COLLABORATION.pdf</b>	<b>98.5 MB</b>	<b>pdf</b>
<b>Copy of Contractual Agreement (if applicable)</b>	<b>BIP contracts for providers</b>	<b>contracts for BIP providers.pdf</b>	<b>98.5 MB</b>	<b>pdf</b>



Indirect Cost Rate documentation (if applicable)		98.5 MB	
Agency's most recent financial audit, or financial statement (if audit is unavailable)(REQUIRED)	comprehensive Audit for 2018 for Boone County	2018 Boone county Comprehensive audit report.pdf	98.5 MB pdf
Acknowledgement of Confidentiality and Privacy Provisions (REQUIRED)		98.5 MB	

### Other Attachments

File Name	Description	File Size
AO 13-13 BOND RETURN SCHEDULE.pdf	BOND RETURN SCHEDULE	760 KB
CCRT MOU.pdf	MOU FOR CCRT IN CALLAWAY	1.7 MB
MOU FOR DOVE UNIT.pdf	MOU FOR THE DOVE UNIT IN BOONE COUNTY	3.0 MB
Victim Letter.pdf	Prosecutor's victim letter referenced in the "Coordinated Services" section.	792 KB

### Self Evaluation Risk Assessment

#### Section 1: General Information

1. Is the applicant agency on the Federal Excluded Parties List? System for Award Management (SAM) IF APPLICANT IS ON THE LIST THEY ARE NOT ELIGIBLE FOR FUNDING. **No**
2. Is the applicant agency on the State Excluded Parties List? MO Vendors Suspension/Debarment List IF APPLICANT IF APPLICANT IS ON THE LIST THEY ARE NOT ELIGIBLE FOR FUNDING. **No**
3. Does the applicant agency have new personnel that will be working on this project? (New personnel is defined as working with this award type less than 12 months.) **Yes**

3(a) If answered yes on Q3, please indicate who the new personnel are and their position(s):

**We will be hiring a new Domestic Assault Court Coordinator. The name is unknown at this time.**

4. Does the applicant agency have new fiscal or time accounting systems that will be used on this award?  
(New systems are defined as a system that is less than 12 months old.) **No**

4(a) If answered yes on Q4, please indicate the system name, date of change, and system purpose:

5. If the applicant agency is a previous subrecipient, have there been issues expending all grant funds during the subaward period (30% or more grant funds remaining at the end of the contract)? **No**

5(a) If answered yes on Q5, please explain issues expending grant funds:

#### Other Direct Awards

6. Does the applicant agency receive other direct Federal/State awards? (Direct awards are those applied for and received directly; there is no intermediary/pass-through agency, such as DPS.) **No**

6(a) If answered yes to Q6, please list direct Federal/State award(s) received:

7. Has the applicant agency received any Federal/State monitoring on a direct award in the last fiscal year? **No**

7(a) If answered yes to Q7, please list which direct Federal/State awards were monitored:

7(b) Were there any noncompliance findings during the Federal/State monitoring in the last fiscal year? **No**

7(c) If answered yes to Q7(b), please discuss these findings:

#### Section 2: Audit

8. Did the applicant agency meet/exceed the \$750,000 threshold for Federal funds or \$375,000 threshold for State funds, requiring completion of an audit? **Yes**

8(a) If answered yes on Q8, was a single audit completed? **Yes**

9. Does the applicant agency have a completed audit that is less than 3 years old? **Yes**

9(a) If answered yes on Q9, please list when the last audit was completed: **June 2019**

10. Were there any findings, weaknesses, or deficiencies in the most recently completed agency audit? **No**

10(a) If answered yes on Q10, please describe findings:

#### Agency Risk Assessment

Risk Assessment Completed By: **Amy Cunningham Domestic Assault Court Coordinator**

*Enter Name and Title*

Date Risk Assessment Completed: **10/31/2019**

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## STOP Certification

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

Consultation with Victim Services Yes

*Your typed name as the applicant authorized official, in lieu of signature, represents your legal binding acceptance that the agency has consulted with a community victim service agency before submitting this application.*

Title: Presiding Commissioner

Authorized Official Name: Dan Atwill

Agency Type Court

Date: 10/31/2019

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## Application 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:*

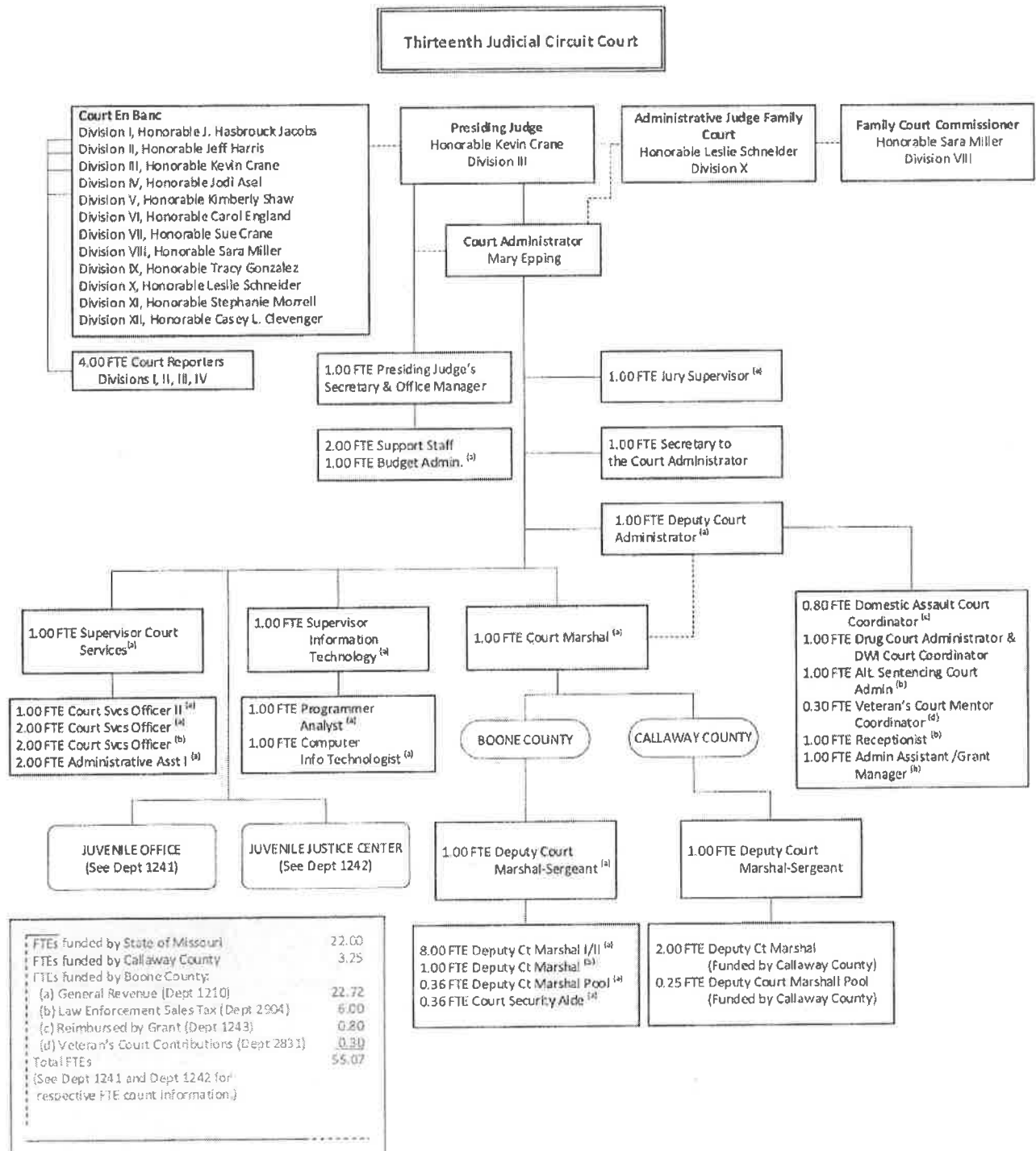
### 2020-2021 VAWA Certified Assurances

*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.*

I have read and agree to the terms and conditions of the grant. Yes

# Circuit Court Services

## Organizational Chart



# Boone County Purchasing Policy Manual



**Readopted and Amended by the  
Boone County Commission  
Commission Order #: 44-2018  
Date: 1-25-18**

**Daniel K. Atwill**  
Presiding Commissioner

**Fred J. Parry**  
District I Commissioner

**Janet M. Thompson**  
District II Commissioner

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# ARTICLE 1-GENERAL PROVISIONS

## Part A--Purpose and Application

### §1-101 Purpose.

The purpose of this Policy is to provide for the fair and equitable treatment of all persons involved in public purchasing by the County of Boone, hereinafter referred to as County, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

### §1-102 Application.

This Policy applies to contracts for the procurement of supplies, and services, entered into by the County after the effective date of this Policy, unless the parties agree to its application to contracts entered into prior to the effective date. It shall apply to every expenditure of public funds by all Administrative Authorities irrespective of the source of the funds. When the procurement involves the expenditure of federal assistance or contract funds, the procurement shall be conducted in accordance with any mandatory applicable federal law and regulations. Nothing in this Policy shall prevent any public agency from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.

## Part B--Definitions

### §1-201 Definitions.

(1) *Addendum*. – An addition or supplement to a document, for example, items or information added to a procurement document (i.e. bid).

(2) *Administrative Authority*. Any Elected County Official or Department Head or a person designated by them to authorize procurement and the expenditure of County funds pursuant to this Policy.

(3) *Amendment*. A revision or change to a document, generally the contract; often used to correct a solicitation.

(4) *Architect-Engineer and Land Surveying Services*. Those professional services within the scope of the practice of architecture, professional engineering, or land surveying as defined by the laws of the State of Missouri Section 8.285 RSMo.

(3) *Blind Trust*. An independently managed trust in which the employee-beneficiary has no management rights and in which the employee-beneficiary is not given notice of alterations in, or other dispositions of, the property subject to the trust.

(4) *Or Equal Specification*. A specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other salient characteristics needed to meet Boone County requirements, and which provides for the submission of equivalent products.

(5) *Brand Name Specification*. A specification limited to one or more items by manufacturers' names or catalogue numbers.

(6) *Business*. Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.



(7) *Change Order*. A written alteration to a contract, initiated by the purchasing agent and signed by the Boone County Commission, in accordance with the terms of the contract, unilaterally directing the contractor to make changes.

(8) *Contract Modification* (bilateral change). Any written alteration to any provision of the contract (i.e. specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract) accomplished by mutual action of the parties to the contract.

(9) *Confidential Information*. Any information which is available to an employee only because of the employee's status as an employee of the County and is not a matter of public knowledge or available to the public on request.

(10) *Construction*. The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

(11) *Contract*. All types of Boone County agreements, regardless of what they may be called, for the procurement or disposal of supplies, services or construction.

(12) *Contractor*. Any person having a contract with the County or an Administrative Authority thereof.

(13) *Cost Analysis*. The evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.

(14) *Cost Data*. Factual information concerning the cost of labor, material, overhead, and other cost elements which are expected to be incurred or which have been actually incurred by the contractor in performing the contract.

(15) *Cost-Reimbursement Contract*. A contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of this Policy, and a fee or profit, if any.

(16) *Disadvantaged Business*. A small business which is owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.

(17) *Employee*. An individual drawing a salary or wages from the County, whether elected or not; any non-compensated individual performing personal services for the County or any department, agency, commission, council, board, or any other entity established by the executive or legislative branch of the County; and any non-compensated individual serving as an elected official of the County.

(18) *Financial Interest*.

(a) Ownership of any interest for involvement in any relationship from which, or as a result of which, a person within the past fiscal year has received, or is presently or in the future entitled to receive, more than \$1,000 per year, or its equivalent;

(b) Ownership of 10% of any property or business; or

(c) Holding a position in a business such as officer, director, trustee, partner, employee, or the like, or holding any position of management.

(19) *Gratuities* – Gratuities include any material goods or services offered with the intent of, or providing the potential for, influencing the buying decision. As such, gratuities may be offered to the purchaser, or to other persons involved in purchasing decisions (or members of their immediate family).

(20) *Immediate Family*. A spouse, children, parents, brothers, and sisters.

(21) *Invitation for Bid.* A formal request to prospective vendors soliciting bids; contains, or incorporates by reference, the specifications or scope of work and all contractual terms and conditions. Boone County Purchasing initiates *Invitation for Bids* for disposal of surplus property.

(22) *Person.* Any business, individual, union, committee, club, other organization, or group of individuals.

(23) *Price Analysis.* The evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.

(24) *Pricing Data.* Factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices. The definition refers to data relevant to both prime and subcontract prices.

(25) *Procurement.* The buying, purchasing, renting, leasing, or otherwise acquiring of any supplies or services. It also includes all functions that pertain to the obtaining of any supply, or service, including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration.

(26) *Public Agency.* A public entity subject to or created by the County.

(27) *Purchase.* The term "purchase" as used in this policy refers to the procurement of any and all supplies, materials, equipment, contractual services or articles and shall include the rental or leasing of any equipment or articles as described and required in this policy. A purchase is defined as the value of one transaction, regardless of the number or type of items acquired or ordered in that transaction.

(28) *Qualified Products List.* An approved list of supplies, services, or items described by model or catalogue numbers, which, prior to competitive solicitation, the County has determined will meet the applicable specification requirements.

(29) *Request for Quotation (RFQ).* An informal solicitation or request for information, where oral or written quotes are obtained from vendors, without formal advertising or receipt of sealed bids. Used only where statutes do not require formal sealed bids, such as small or emergency purchases, but price competition is desired.

(30) *Request for Bid.* A formal request to prospective vendors soliciting bids; contains, or incorporates by reference, the specifications or scope of work and all contractual terms and conditions.

(31) *Request for Proposal.* All documents, whether attached or incorporated by reference, utilized for soliciting proposals. A proposal solicitation method used for requirements exceeding authorized limits when it is expected that negotiations with one or more offerors may be required with respect to any aspect of the requirements, or other factors will be considered in the selection of the contractor in addition to price, or only one source is being solicited.

(32) *Responsible Bidder or Offeror.* A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

(33) *Responsive Bidder.* A person who has submitted a bid which conforms in all material respects to the requirements set forth in the Request for Bid.

(34) *Services.* The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

(35) *Small Business.* A United States business which is independently owned, and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation.

(36) *Specification.* Any description of the physical or functional characteristics or of the nature of a supply or service. It may include a description of any requirement for inspecting, testing, or preparing a supply, or service for delivery.

(37) *Supplies.* All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

## Part C--Public Access to Procurement Information

### **§1-301 Public Access to Procurement Information.**

Procurement information shall be a public record to the extent provided in Section 610.010 and 109.180 RSMo. and shall be available to the public as provided in such statute.

## **ARTICLE 2--OFFICE OF THE PURCHASING AGENT**

### **§2-101 Establishment, Appointment, and Tenure.**

(1) *Establishment of the Position of Purchasing Agent* (50.753 RSMo) There is hereby created the position of purchasing agent (1995), who shall be the County's principal public purchasing official and serve at the pleasure of the Boone County Commission.

(2) *Appointment.* The purchasing agent shall be appointed by the Boone County Commission. The purchasing agent shall have a Bachelor's degree and a minimum of five (5) years public purchasing experience in a government setting and two years management experience. Preferred qualifications include a Master's Degree and certification as a Certified Professional Public Buyer (CPPB), a Certified Public Purchasing Officer (CPPO), or a Certified Purchasing Manager (CPM).

(3) *Tenure.* The purchasing agent shall be appointed to serve an indefinite term and may be removed from office by the Boone County Commission.

### **§2-102 Authority and Duties.**

(1) *Principal Public Purchasing Official.* Except as otherwise provided herein, the purchasing agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of supplies and services in accordance with this Policy, as well as the management and disposal of supplies and fixed assets.

(2) *Duties.* In accordance with this Policy, and subject to the supervision of the Boone County Commission, the purchasing agent shall:

(a) Procure or supervise the procurement of all supplies and services needed by the County; (50.755 RSMo)

(b) Sell, trade, or otherwise dispose of surplus supplies and fixed assets belonging to the County and

(c) Establish and maintain programs for specifications development, contract administration and inspection and acceptance, in cooperation with the public agencies using the supplies and services.

(3) *Operational Procedures.* Consistent with this Policy, and with the approval of the Boone County Commission, the purchasing agent may adopt operational procedures relating to the execution of its duties.

### **§2-103 Delegations to Other County Officials.**

With the approval of the Boone County Commission, the purchasing agent may delegate authority to purchase certain supplies, services, or construction items to other Administrative Authorities if such delegation is deemed necessary for the effective procurement of those items. Notwithstanding the provisions of Section 2-102 (Authority and Duties), procurement authority with respect to certain supplies, services, or construction may be delegated to Administrative Authorities by the Boone County Commission, when such delegation is evidenced by a formal commission order for the effective procurement of these supplies, services, or construction.

## **ARTICLE 3--SOURCE SELECTION AND CONTRACT FORMATION**

### **Part A--Methods of Source Selection (for purchases exceeding \$6,000 in a 90-day period)**

#### **§3-101 Competitive Sealed Bidding.**

(1) *Conditions for Use.* All contracts of the County shall be awarded by competitive sealed bidding except as otherwise provided in Sections 3-102 (Competitive Sealed Proposals), 3-103 (Contracting for Designated Professional Service), 3-104 (Small Purchases), 3-105 (Sole Source Procurement), 3-106 (Emergency Procurements), or 5-401 (Public Announcement and Selection Process) of this Policy.

(2) *Invitation for Bids and Request for Bids.* An Invitation for Bids and Request for Bids shall be issued and shall include specifications, and all contractual terms and conditions applicable to the procurement.

(3) *Public Notice.* All public notices of the Invitation for Bids and Request for Bids shall be given a reasonable time, not less than fifteen (15) calendar days prior to the date set forth therein for the opening of bids. When time is of the essence, the Purchasing Director has the discretion to shorten the minimum time the bid is left open, with an opening date of 3 days from time of issue to allow for an emergency faxed/emailed bid. Such notice may include publication in a newspaper of general circulation of at least five hundred copies per issue a reasonable time prior to bid opening. (50.660 RSMo). The public notice shall state the place, date, and time of bid opening.

(4) *Bid Opening.* Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation for Bids or Request for Bids. The amount of each bid, and such other relevant information as the purchasing agent deems appropriate, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection in accordance with Section 1-301 (Public Access to Procurement Information). Bids are generally opened in the Purchasing department except for bids greater than \$250,000 and Road Project bids generated by the Public Works department. The County Commission prefers these be opened in a scheduled Commission meeting.

(5) *Bid Award Recommendations.* The Purchasing Department shall present bid award recommendations in two scheduled commission meetings for all contract awards except for bid award recommendations for bids opened in scheduled Commission meetings which may be approved by County Commission during the first reading following the public bid opening.

(6) *Bid Acceptance and Bid Evaluation.* Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Policy. Bids shall be evaluated based on the requirements set forth in the Invitation for Bids or Request for Bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The Invitation for Bids or Request for Bids will set forth the evaluation criteria to be used.

(7) *Correction or Withdrawal of Bids; Cancellation of Awards.* Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or in such circumstances, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received in the office designated in the Invitation for Bids or Request for Bids prior to the time set for bid opening. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

- (a) the mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident; or
- (b) the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the purchasing agent.

(8) *Award.* The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation for Bids or Request for Bids. In the event the low responsive and responsible bid for a construction project exceeds available funds as certified by the Boone County Auditor, and such bid does not exceed such funds by more than [five] percent, the purchasing agent is authorized, when time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder, in order to bring the bid within the amount of available funds. Any such negotiated adjustment shall be based only upon eliminating independent deductive items specified in the Invitation for Bids or Request for Bids.

(9) *Multi-Step Sealed Bidding.* When it is considered impractical to prepare initially a purchase description to support an award based on price, an Invitation for Bids or Request for Bids may be issued requesting the submission of un-priced offers to be followed by an Invitation for Bids or Request for Bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

### **§3-102 Competitive Sealed Proposals (Request for Proposals).**

(1) *Conditions for Use.* When the purchasing agent determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the County, a contract may be entered into by use of the competitive sealed proposals method.

(2) *Request for Proposals.* Proposals shall be solicited through a Request for Proposals.

(3) *Public Notice.* Adequate public notice of the Request for Proposals shall be given in the same manner as provided in Section 3-101(3) (Competitive Sealed Bidding, Public Notice); provided, the minimum time shall be thirty (30) calendar days. When time is of the essence, the Purchasing Director has the discretion to shorten the minimum time the proposal is left open, with an opening date of 21 days from time of issue.

(4) *Receipt of Proposals.* No proposals shall be handled so as to permit disclosure of the contents of any proposal to competing offeror's during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award (610.021 RSMo).

(5) *Evaluation Factors.* The Request for Proposals shall state the relative importance of price and other evaluation factors.

(6) *Discussion with Responsible Offerors and Revisions to Proposals.* As provided in the Request for Proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

(7) *Award.* Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.

### **§3-103 Contracting for Designated Professional Services.**

(1) *Authority.* For the purpose of procuring professional services as defined by the laws of the State of Missouri, any Administrative Authority requiring such services may procure them on its own behalf. No contractor for the services of County Counselor may be awarded without the approval of the Boone County Commission. The Boone County Purchasing department recommends that the following selection procedures be followed in these instances.

(2) *Selection Procedure.*

(a) *Obtain Statement of Qualifications.* Persons engaged in providing the designated types of professional services may submit statements of qualification and expressions of interest in providing such professional services. An Administrative Authority using such professional services may specify a uniform format for statements of qualifications. Persons may amend these statements at any time by filing a new statement. (See sample Exhibit A)

(b) *Provide adequate Public Announcement and Form of Request for Proposals.* Adequate public notice of the Request for Proposals shall be given in the same manner as provided in Section 3-102(3) (Competitive Sealed Proposals, Public Notice); provided the minimum time shall be thirty (30) calendar days. The Request for Proposals shall describe the services required, list the types of information and data required of each offeror, and state the relative importance of particular qualifications. Refer to paragraph 3-102 for competitive sealed proposals' procedures.

(c) *Conduct Discussions.* The Administrative Authority procuring the required professional services may conduct discussions with any offeror who has submitted a proposal to determine such offeror's qualifications for further consideration. Discussions shall not disclose any information derived from proposals submitted by other offerors.

(d) *Award.* A written award shall be made to the offeror selected by the Administrative Authority procuring the required professional services. The award will be based on the evaluation factors set forth in the request for proposals. If compensations cannot be agreed upon with the best qualified offeror, then negotiations will be formally terminated with the selected offeror. If proposals were submitted by one or more other offerors determined to be qualified, negotiations may be conducted with such other offeror or offerors, in the order of their respective qualification ranking, and the contract may be awarded to the offeror then ranked best qualified if the amount of compensations is determined to be fair and reasonable.

### **§3-105 Sole Source Procurement.**

A contract of a value in excess of \$6000 in a 90-day period may be awarded without competition when the Commission finds that there is only one feasible source for the required supply, or service item. The requesting department must complete a Sole Source Request Form and submit it to the Purchasing department. (See attached Exhibit B). The Purchasing department shall keep and maintain, and provide upon request of the Commission documentation, after conducting a good faith review of available sources, that there is only one feasible source for the required supply or service. The purchasing agent shall conduct negotiations as to price, delivery, and terms as appropriate under the circumstances. The Purchasing department shall also advertise the requesting department's intent to make a sole source purchase of a value in excess of \$6000 in at least one daily and one weekly newspaper of general circulation in such places as are most likely to reach prospective bidders or offerors. Except for regulated utility services, a record of sole source procurements shall be maintained as a public record in the Purchasing department and shall list each contractor's name, the amount and type of each contract, a listing of the item(s) procured under each contract, and the identification number of each contract file. The Purchasing Agent will review the record of sole source providers yearly in December, and submit the list of renewals for approval for the next fiscal year to the commissioners in regular session.

### **§3-106 Emergency Procurements.**

Notwithstanding any other provisions of this Policy, and by direction of the liaison Commissioner to any Department, and in the absence of an assigned liaison Commissioner, it shall be the Presiding Commissioner, the purchasing agent may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. In the case of a major disaster affecting County operations caused by weather, terrorism, war, accidents, explosions, Acts of God, etc. the Presiding Commissioner or liaison Commissioner could enact the emergency purchasing policy to cover whatever goods or services may be necessary to stabilize the County's operations. A written determination of the basis for the emergency and for the selection of the particular contractor shall be documented on the *Emergency Procurement Form* and submitted to the Purchasing Department by the requesting department. (See attached Exhibit C) As soon as practicable, a record of each emergency procurement shall be made and maintained in the Purchasing department contract file and shall set forth the contractor's name, the amount and type of the contract, a listing of the item(s) procured under the contract, and the identification number of the contract file.

### **§3-107 Cancellation of Request for Bid or Request for Proposal.**

A request for bid, a request for proposal, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interests of the County. The reasons therefor shall be made part of the bid file. Each solicitation issued by the County shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the County. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will



be given to compete on any re-solicitation or any future procurement of similar items. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

**§3-108 Non-Competitive Negotiations (Sole Source Procurement / Single Source Procurement).**

A contract may be awarded without competition when the liaison Commissioner to any Department, and in the absence of an assigned liaison Commissioner, it shall be the Presiding Commissioner, agree that the required supply, or service item falls under a non-competitive negotiation. Used in those specific instances where competition is nonexistent; or to satisfy certain proprietary conditions caused by the existence of patents, copyrights, secret processes; or the purchase of captive replacement parts, OEM parts or components for equipment, as well as the technical services related to such equipment; as long as governmental policy, rules and regulations do not prohibit them.

**Part B--Qualifications and Duties of Bidders and Offerors**

**§3-201 Responsibility of Bidders and Offerors.**

(1) *Determination of Non-responsibility.* Following the bid award, if a bidder or offeror who otherwise would be awarded a contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the purchasing agent and retained in the bid file. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder or Offeror. The final determination shall be made part of the bid file and be made a public record.

**§3-202 Cost or Pricing Data in Capital Projects.**

(1) *Required Submissions Relating to the Award of Contracts.* A prospective contractor shall submit cost or pricing data when the contract is expected to exceed \$100,000 and is to be awarded by competitive sealed proposals (Section 3-102; Competitive Sealed Proposals), or by sole source procurement authority (Section 3-105; Sole Source Procurement).

(2) *Exceptions.* The submission of cost or pricing data relating to the award of a contract is not required when:

- (a) the contract price is based on adequate price competition;
- (b) the contract price is based on established catalogue prices or market prices;
- (c) the contract price is set by law or regulation; or
- (d) it is determined in writing by the purchasing agent, and at the direction of the Boone

County Commission, that the requirements of Section 3-202(1) (Cost or Pricing Data; Required Submissions Relating to the Award of Contracts) may be waived, and the determination states the reasons for such waiver (i.e. Emergency 3-106).

(3) *Required Submissions Relating to Change Orders or Contract Modifications.* A contractor shall submit cost or pricing data prior to the pricing of any change order or contract modification, including adjustments to contracts awarded by competitive sealed bidding, whether or not cost or modification involves aggregate increases or aggregate decreases in costs plus applicable profits that are expected to exceed \$100,000.

(4) *Exceptions.* The submission of cost or pricing data relating to the pricing of a change order or contract modification is not required when:

(a) unrelated and separately priced adjustments for which cost or pricing data would not be required are consolidated for administrative convenience; or

(b) it is determined in writing by the purchasing agent, and as approved by the Boone County Commission, that the requirements of Section 3-202(3) (Cost or Pricing Data; Required Submissions Relating to Change Orders or Contract Modifications) may be waived, and the determination states the reasons for such waiver.

(5) *Certification Required.* A contractor, actual or prospective, required to submit cost or pricing data in accordance with this Section, shall certify that, to the best of its knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of a mutually specified date prior to the award of the contract or the pricing of the change order or contract modification.

(6) *Price Adjustment Provision Required.* Any contract award, change order, or contract modification under which the submission and certification of cost or pricing data are required shall contain a provision stating that the price to the County, including profit or fee, shall be adjusted to exclude any significant sums by which the County finds that such price was increased because the contractor-furnished cost or pricing data was inaccurate, incomplete, or not current as of the date agreed upon between the County and the contractor.

### **§3-203 Cost or Price Analysis.**

A cost analysis or price analysis, as appropriate, shall be conducted prior to award of the contract other than one awarded under Section 3-101 (Competitive Sealed Bidding). A written record of such cost analysis or price analysis shall be made a part of the contract file.

### **§3-204 Bid and Performance Bonds on Supply or Service Contracts.**

Bid and performance bonds or other security may be requested for supply contracts or service contracts as the Purchasing Agent or Administrative Authority deems advisable to protect the County's interests. The Purchasing department generally requests bonds and securities for contracts greater than \$50,000, however the Purchasing Agent or Administrative Authority has the discretion to request bonds or other security for contracts less than \$50,000. Any such bonding requirements shall be set forth in the solicitation. Bid or performance bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility. (Bidders submit Bid Bond – in the amount of 5% of bid. Then Contractor submits a Performance Bond and a Labor & Material Bond for full amount of contract amount)).

## **Part C--Types of Contracts and Contract Administration**

### **§3-301 Types of Contracts.**

(1) *General Authority.* Subject to the limitations of this Section, any type of contract which is appropriate to the procurement and which will promote the best interests of the County may be used. A cost-plus-a-percentage-of-cost contract is prohibited. A cost reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the County than any other type of contract, or that it is impracticable to obtain the supply, service, or construction item required except under such a contract.

(2) *Multi-Term Contracts.*

(a) *Specified Period.* Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the

County, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds.

(b) *Determination Prior to Use.* Prior to the utilization of a multi-term contract, it shall be determined in writing by the requesting administrative authority:

(i.) that estimated requirements cover the period of the contract and are reasonably firm and continuing; and

(ii) that such a contract will serve the best interests of the County by encouraging effective competition or otherwise promoting economies in Boone County procurement.

(c) *Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods.* When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled, and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for such purposes.

(3) *Multiple Source Contracting.*

(a) *General.* A multiple source award is an award of an indefinite quantity contract for one or more similar supplies or services to more than one bidder or offeror. The obligation to order the County's actual requirements is limited by the provisions of Uniform Commercial Code Section 2-306(1).

(b) *Limitations on Use.* A multiple source award may be made when award to two or more bidders or offerors for similar products is necessary for adequate delivery, service, or product compatibility. Any multiple source award shall be made in accordance with the provisions of Section 3-101 (Competitive Sealed Bidding), Section 3-201 (Competitive Sealed Proposals), and Section 3-106 (Emergency Procurements), as applicable. Multiple source awards shall not be made when a single award will meet the County's needs without sacrifice of economy or service. Awards shall not be made for the purpose of dividing the business, making available product or supplier selection to allow for user preference unrelated to utility or economy, or avoiding the resolution of tie bids. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements.

(c) *Contract and Solicitation Provisions.* All eligible users of the contract shall be named in the solicitation, and it shall be mandatory that the actual requirements of such users that can be met under the contract be obtained in accordance with the contract, provided that:

(i) the County shall reserve the right to take bids separately if a particular quantity requirement arises which exceeds its normal requirement, or an amount specified in the contract; and

(ii) the County shall reserve the right to take bids separately if the purchasing agent approves a finding that the supply or service available under the contract will not meet a non-recurring special need of the County.

(d) *Intent to Use.* If a multiple source award is anticipated prior to issuing a solicitation, the County shall reserve the right to make such an award and the criteria for award shall be stated in the solicitation.

(e) *Determination Required.* The purchasing agent shall make a written determination setting forth the reasons for a multiple source award, which shall be made a part of the official record.

**§3-302 Contract Clauses and Their Administration.**

(1) *Contract Clauses.* All County contracts for supplies, services, and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The purchasing agent, after consultation with the Boone County Counselor, may issue clauses appropriate for supply, service, or construction contracts, addressing among others the following subjects:

- (a) the unilateral right of the County to order in writing changes in the work within the scope of the contract;
- (b) the unilateral right of the County to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
- (c) variations occurring between estimated quantities of work in contract and actual quantities;
- (d) defective pricing;
- (e) liquidated damages;
- (f) specified excuses for delay of nonperformance;
- (g) termination of the contract for default;
- (h) termination of the contract in whole or in part for the convenience of the County of Boone;
- (i) suspension of work on a construction project ordered by the County; and
- (j) site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:
  - (i) when the contract is negotiated
  - (ii) when the contractor provides the site or design; or
  - (iii) when the parties have otherwise agreed with respect to the risk of differing site conditions.

(2) *Price Adjustments.*

(a) Adjustments in price resulting from the use of contract clauses required by Subsection (1) of this Section shall be computed in one or more of the following ways:

- (i) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (ii) by unit prices specified in the contract or subsequently agreed upon;
- (iii) by the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon;
- (iv) in such other manner as the contracting parties may mutually agree; or
- (v) in the absence of agreement by the parties, by a unilateral determination by the County of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the County, as accounted for in accordance with generally accepted accounting practices and subject to the provisions of Article 9 (Appeals and Remedies).

(b) A contractor shall be required to submit cost or pricing data if any adjustment in contracting price is subject to the provisions of Section 3-202 (Cost or Pricing Data).

(3) *Standard Clauses and Their Modification.* The purchasing agent, after consultation with the Boone County Counselor, may establish standard contract clauses for use in Boone County contracts. If the purchasing agent establishes any standard clauses addressing the subjects set forth in Subsection (1)

of this Section, such clauses may be varied provided that any variations are supported by a written determination that states the circumstances justifying such variations, and provided that notice of any such material variation be stated in the invitation for bids or request for proposals.

**§3-303 Contract Administration.**

A contract administration system designed to ensure that a contractor is performing in accordance with the solicitation under which the contract was awarded, and the terms and conditions of the contract, shall be maintained by the administrative authority.

**§3-304 Right to Inspect Plant.**

The County may, at reasonable times, inspect the part of the plant, place of business, or work site of a contractor or subcontractor at any tier which is pertinent to the performance of any contract awarded or to be awarded by the County.

**§3-305 Right to Audit Records.**

(1) *Audit of Cost or Pricing Data.* The County may at reasonable times and places audit the books and records of any contractor who has submitted cost or pricing data pursuant to Section 3-202 (Cost or Pricing Data) to the extent that such books, documents, papers, and records are pertinent to such cost or pricing data. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the subcontract or as otherwise provided by laws of the State of Missouri.

(2) *Contract Audit.* The County shall be entitled to audit the books and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers, and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the subcontract or as otherwise provided by laws of the State of Missouri.

**§3-306 Reporting of Anti-Competitive Practices.**

When for any reason collusion or other anti-competitive practices are suspected among any bidders or offerors, a notice of the relevant facts shall be transmitted to the state Attorney General and Boone County Counselor.

**§3-307 County Procurement Records.**

(1) *Retention of Procurement Records.* All procurement records shall be retained and disposed of by the Boone County Clerk for the County in accordance with records retention guidelines and schedules approved by the Missouri Secretary of State.

## ARTICLE 4--SPECIFICATIONS

### §4-101 Maximum Practicable Competition.

All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the County's needs, and shall not be unduly restrictive. The policy enunciated in this Section applies to all specifications including but not limited to, those prepared for the County by architects, engineers, designers, and draftsmen.

### §4-102 Brand Name or Equal Specification.

(1) *Use.* Brand name or equal specifications may be used when the purchasing agent determines in writing that:

- (a) no other design or performance specification or qualified products list is available;
- (b) time does not permit the preparation of another form of purchase description, not including a brand name specification;
- (c) the nature of the product or the nature of the County's requirements makes use of a brand name or equal specification suitable for the procurement; or
- (d) use of a brand name or equal specification is in the County's best interests.

(2) *Designation of Several Brand Names.* Brand name or equal specifications shall seek to designate three, or as many different brands as are practicable, as "or equal" references and shall further state that substantially equivalent products to those designated will be considered for award.

(3) *Required Characteristics.* Unless the purchasing agent determines in writing that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specifications shall include a description of the particular design, functional, or performance characteristics which are required.

(4) *Nonrestrictive Use of Brand Name or Equal Specifications.* Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

### §4-103 Brand Name Specification

(1) *Use.* Since use of a brand name specification is restrictive of product competition, it may be used only when the purchasing agent makes a written determination that only the identified brand name item or items satisfy the County's needs.

(2) *Competition.* The purchasing agent shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section 3-105 (Sole Source Procurement).

### §4-104 Missouri Domestic Products Procurement Act (34.353 RSMo)

#### Buy American

- (1) Whenever feasible and practicable, any manufactured goods or commodities used, supplied, or leased in the performance of any County contract involving an expenditure greater than \$25,000 (or any subcontract thereto) shall be manufactured or produced in the United States unless:
  - a. obtaining said products manufactured or produced in the United States would increase

- the cost of the contract by more than ten percent (10%); or
- b. there is only one line of a particular good or product manufactured or produced in the United States.

**ARTICLE 5**  
**POLICY FOR CONTRACTING FOR ARCHITECTURAL, ENGINEERING, AND LAND SURVEYING SERVICES**

**1) GENERAL INFORMATION:**

1.1 It shall be the policy of Boone County, Missouri (the “County”) to negotiate contracts for architectural, engineering and land surveying on the basis of demonstrated competence and qualifications at fair and reasonable prices.

1.2 Only persons, firms, partnerships, corporations or other legal entities providing architectural, engineering and land surveying services (referred to in this policy as “Consultants”) that are licensed or registered with their respective governmental agencies and are in good standing shall be permitted to contract with the County. In addition, all Consultants that contract with the County for professional services shall be required to maintain professional liability insurance and other standard business insurance coverages customarily maintained by businesses offering these professional services in such amounts and with such coverage as the County may from time-to-time determine necessary to assure the responsible performance of work and to protect the County and Consultants. The Consultants meeting these qualifications and who have shown an interest in performing services for the County, will be sent an annual General Consultant Services Agreement.

**1.3. County Registry of Consultants:** The Boone County Resource Management Department (the “Department”) shall maintain a registry, classified by category, of Consultants interested in performing architectural, engineering and land surveying services for the County. Consultants may be listed in the County registry upon filing a statement of qualifications as prescribed in this policy.

**1.3.1. Registry Information –** The Registry of Consultants shall be open to the public for inspection. Consultants which do not annually update statements of qualifications may remain on the registry at the discretion of the Department but need not be considered nor have the right to make claim of entitlement to be considered for performing contract work with the County. It shall be the responsibility of each Consultant to maintain a current statement of qualifications.

**2. COUNTY ACCEPTS AND VETS STATEMENT OF QUALIFICATIONS**

**2.1. Statement of Qualifications:** Each Consultant desiring to be registered with the County for consideration in contracting with the County for architectural, engineering and land surveying services shall file a new or updated statement of qualifications before the close of each calendar year in accordance with this policy:



**2.1.1. Content of Statement of Qualifications** – Each statement of qualifications shall contain the following:

a. Business Information – Contain basic biographical information about the firm, including firm name and former firm names, address, date established, statement of business organization, names of all owners, principles, partners and professional employees.

b. Staff Information – Contain resumes of each professional in the firm, including a description of experience, technical competence, and areas of expertise. The description should also include the number of ancillary staff with job descriptions or titles and relevant experience available for assignment.

c. Registration and Licensing – Contain evidence of professional registration or licensing with the State of Missouri and, in the case of business entities which must be registered with the Secretary of State, current copies of registration and statements of good standing.

d. Work History – Contain a listing of all government agencies for which work was performed within the preceding two years and the nature of services performed. In the event the Consultant seeking registry has not performed professional services for governmental entities, then the Consultant shall provide a listing of institutional or business clients for whom work has been performed in the preceding two years. If references are unavailable, then the Consultant seeking registration shall provide a detailed explanation of why references are not available.

e. Subcontractors – Contain a listing of subconsultants or subcontractors normally retained by Consultant to perform work not customarily performed by the Consultant. Relevant descriptions of expertise of subcontractors should be included when appropriate.

f. Project Listing – Contain a listing of current and pending projects in which the consultant is the primary provider of professional services or manager of the project.

g. Insurance – Contain evidence of insurance coverages and amounts carried by the Consultant as required by the general qualifications for County Consultants.

h. Quality Controls – Contain a description of internal quality control and assurance procedures used to verify accuracy and reliability of work product.

**2.2. County Vets Qualifications:** Prior to adding Consultant to list of County Registry of Consultants, County vets qualifications by confirming required items listed in section 2.1.1., a-h are included in the Statement of Qualifications and by having professional staff review credentials to confirm services offered by the Consultant are appropriate.

### **3. SELECTION OF CONSULTANT(S)**

3.1. Consultants shall be selected for ongoing general consulting services on an “as needed” basis, for planning, feasibility studies, surveys, cost estimating, and other related work not currently designated or funded for capital improvement expenditures and for professional services on specific projects which are

designated or funded for current or future capital improvements. Consultants shall be selected for each category in the following manner:

**3.2. Professional Service Agreements Less Than \$6,000**

*The Directors of Public Works, Resource Management and Facilities Maintenance have the authority to enter into professional service agreements for roadway and building improvements in an amount less than \$6,000 and authorize additional services up to 10% or \$5,999.99, whichever is less per contract.*

- 3.2.1. A Request for Proposal, including a specific scope of work, is issued by the Department Director (or designated representative) to a qualified Consultant holding a general contract with the County via the Qualifications Based Selection Process.
- 3.2.2. The Consultant returns a proposal defining the scope of work with the same or greater level of specificity as the request for services and fee to the department.
- 3.2.3. The Department prepares and forwards to the County attorney TWO original contracts for review and signature. The original contracts are returned to the Department for the Consultant's signature.
- 3.2.4. A temporary copy of the contract is made and retained at the department, while the two originals are sent to the Consultant for signature.
- 3.2.5. The Department prepares a Purchase Requisition and submits with the two original signed contracts to the Auditor's office. The Auditor certifies funds, issues a Purchase order, then routes the documents back to the department.
- 3.2.6. One signed original contract is retained by the Department and the temporary copy is discarded. One signed original contract is submitted to the Consultant with the Notice to Proceed.

**3.3. General Consultant Services for Projects from \$6,000 to \$80,000**

- 3.3.1. The Department will select, contact, and solicit written work proposal(s) from one or more Consultant(s) listed on the County Registry of Consultants that have executed a county general consultant services agreement for the current fiscal year. Written proposals from such consultants shall contain information necessary to evaluate the Consultant's current ability to efficiently deliver required services in a timely manner. Proposals shall include the following information consistent with the general consultant services agreement: a written proposal responsive to the Department's request for services or proposal with the same or greater level of specificity required by the request for services. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services, time or schedule for completion, the cost of services, and the basis of billing. After evaluation on the basis of the foregoing criteria and any other information which the Department has gathered, the Department will negotiate a contract for services and forward to the County Commission its recommendation for selection of a Consultant for general service and the applicable contract for

the specific work. The County Commission may also procure general consulting services in the manner prescribed by this policy.

3.4. **Capital Improvement Consultant Services for Project(s) Greater Than \$80,000**

- 3.4.1. For professional services on specific projects for which the fees are estimated to exceed \$80,000, the Consultant shall be selected in the following manner: the Department will contact a sufficient number of Consultants from the County Registry of Consultants in order to identify Consultants both qualified and available to perform needed work and to ensure that three (3) or more written proposals will be received for the proposed project. The Department will send written requests for proposals to all of those Consultants who, in the opinion of the Department, possess the necessary qualifications, capacity and ability to perform the professional services required by the County in an efficient and timely manner and who are available to perform such services. Consultant proposals to the County shall be returned to the County by the date stated in the request for proposal and shall include, at a minimum, the following information to the extent not included in the Consultant's current statement of qualifications on file with the County:
- a. Experience – The professional experience and technical competence with respect to the type of services required.
  - b. Performance Ability – The ability and capacity to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project.
  - c. Past Performance Record – The Consultant's past record of performance with respect to such factors of cost, quality of work, and ability to meet schedules.
  - d. Proposal – The Consultant's proposal for doing the work, including description of included and excluded services, in accordance with the criteria established in the request for proposal.
  - e. Fees and Expenses – A fee proposal including estimates of professional fees, the basis for the proposed fees, proposed schedule for payment, and identification and estimate of reimbursable expenses and other costs associated with proposed services.
  - f. Insurance Coverage – Evidence of current professional liability insurance coverages and amounts of coverage unless specific insurance requirements are specified in the request for proposal, in which case evidence that these requirements are satisfied.
- 3.4.2. Proposal Evaluations: A selection committee consisting of the Department Director, Project Manager, and other members as appropriate will review the proposals that exceed \$80,000 for the Capital Improvement Project(s). The Committee shall investigate and evaluate the proposal(s) received and may conduct screening interviews or conferences in person or by telephone to make a short list of Consultants with whom contract negotiations may be conducted. Preference may be given to Consultants who have previously performed work in connection with the proposed project. On the basis of the Committee's investigation and evaluation of the proposals, the Department will list the Consultants in order of qualifications and ability to

perform the desired work at a fair and reasonable price in order to negotiate a mutually satisfactory contract for professional services.

- 3.4.3. **Contract Negotiations:** Regardless of the nature of services sought, the first selected Consultant shall be requested to interview with the Committee to define the scope of services to be provided and to establish the compensation as well as other elements or requirements for the work. The Consultant's fees and expenses for the work shall also be negotiated on the basis of what amounts are mutually agreed upon to be fair and reasonable. The committee will make its recommendation to the Department director. A contract shall be prepared on the basis of these discussions and negotiations by either the Department or County Counselor which, once finalized, shall be submitted to the County Commission for award and final approval. If after reasonable effort as determined by the Department a contract cannot be negotiated, the negotiations with the first designated Consultant shall be terminated and negotiations shall be started with the next selected Consultant meeting the County's requirement.
- 3.4.4. **Contract Awards:** If the Department is able to successfully negotiate the terms and conditions of a contract with the Consultant it shall recommend award of the contract to the Consultant by the County Commission which shall be the contracting party. In the event the County Commission declines award to the recommended Consultant, the Department shall negotiate a contract and recommend award to the next succeeding qualified Consultant until contract is awarded.
- 3.5. **WAIVER OF POLICY REQUIREMENTS –** The Department may in its sole discretion waive any of the procedural requirements set forth in this policy in cases of emergency, exigent circumstances or other circumstances warranting waiver as long as the reasons for waiver are documented in writing; upon timely request of any party objecting to the waiver, the waiver shall be reviewed and approved by the County Commission.
- 3.6. **CONSULTANT DISQUALIFICATION –** Any Consultant which in the opinion of the Department is not qualified to perform work for the County, or is not financially solvent or responsible, or which violates any term or condition of this policy or substantially or repeatedly fails to perform any term or condition of a contract with the County deemed material by the Department may be disqualified from contracting with the County and will be notified of such disqualification in writing. Any Consultant aggrieved by any decision of the Department disqualifying the Consultant from contracting with the County may appeal such decision to the County Commission within ten (10) days of the rendition of such decision.

## ARTICLE 6--DEBARMENT OR SUSPENSION

### §6-101 Authority to Debar or Suspend.

After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the purchasing agent, after consulting with the Boone County Counselor, is authorized to debar a person for cause from consideration for award of contracts. The debarment shall be for a period of not more than three years. After consultation with the Boone County Counselor, the purchasing agent is authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall be for a period not to exceed three months. The causes for debarment include:

- (a) conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- (b) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
- (c) conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
- (d) violation of contract provisions, as set forth below, of a character which is regarded by the purchasing agent to be so serious as to justify debarment action:
  - (i.) deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - (ii) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
- (e) any other cause the purchasing agent determines to be so serious and compelling as to affect responsibility as a Boone County contractor, including debarment by another governmental entity for any cause listed in this Policy; and
- (f) for violation of the ethical standards set forth in Article 12 (Ethics in Public Contracting).

### §6-102 Decision to Debar or Suspend.

The purchasing agent shall issue a written decision to debar or suspend. The decision shall state the reasons for the action taken and inform the debarred or suspended person involved of its rights concerning judicial or administrative review.

### §6-103 Notice of Decision.

A copy of the decision required by Section 6-102 (Decision of Debar or Suspend) shall be mailed or otherwise furnished immediately to the debarred or suspended person.

### §6-104 Finality of Decision.

A decision under Section 6-102 (Decision to Debar or Suspend) shall be final and conclusive, unless fraudulent, or the debarred or suspended person within 10 days after receipt of the decision takes an appeal to the Boone County Commission or commences a timely action in court in accordance with applicable law.

## ARTICLE 7--APPEALS AND REMEDIES

### §7-101 Bid Protests.

(1) *Right to Protest.* Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Boone County Commission. Protesters are urged to seek resolution of their complaints initially with the purchasing agent. A protest with respect to a request for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and could not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals. The protest shall be submitted within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.

(2) *Stay of Procurements During Protests.* In the event of a timely protest under Subsection (1) of this Section, the purchasing agent will not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the Boone County Commission makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of the County.

(3) *Entitlement to Costs.* In addition to any other relief, when a protest is sustained, the protesting bidder or offeror shall be entitled to the reasonable costs incurred in connection with the solicitation, including bid preparation costs other than attorney's fees.

### §7-102 Contract Claims.

(1) *Decision of the Purchasing Agent.* All claims by a contractor against the County relating to a contract, except bid protest, shall be submitted in writing to the purchasing agent for a decision. The contractor may request a conference with the purchasing agent on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

(2) *Notice to the Contractor of the Purchasing Agent's Decision.* The decision of the purchasing agent will be promptly issued in writing and mailed or otherwise furnished to the contractor. The decision will state the basis for the decision, and will inform the contractor of its appeal rights under Subsection (3) of this Section.

(3) *Finality of Purchasing Agent's Decision; Contractor's Right to Appeal.* The purchasing agent's decision will be final and conclusive unless, within ten (10) calendar days from the date of receipt of the decision, the contractor mails or otherwise delivers a written appeal to the Boone County Commission or commences an action in a court of competent jurisdiction.

### §7-103 Authority of the Purchasing Agent to Settle Bid Protests and Contract Claims.

The purchasing agent is authorized to settle any protest regarding the solicitation or award of a County of Boone contract, or any claim arising out of the performance of a County contract, prior to an appeal to the Boone County Commission or the commencement of an action in a court of competent jurisdiction.

### §7-104 Remedies for Solicitations or Awards in Violation of Law.

(1) *Prior to Bid Opening or the Closing Date for Receipt of Proposals.* If prior to the bid opening or the closing date for receipt of proposals, the purchasing agent, after consultation with the

Boone County Counselor, determines that a solicitation shall be canceled or revised to comply with applicable law.

(2) *Prior to Award.* If after bid opening or the closing date for receipt of proposals, the purchasing agent, after consultation with the Boone County Counselor, determines that a solicitation or a proposed award of a contract is in violation of federal, state, or municipal law, then the solicitation or proposed award will be canceled.

(3) *After Award.* If, after an award, the purchasing agent, after consultation with the Boone County Counselor, determines that a solicitation or award of a contract was in violation of applicable law, then:

(a) if the person awarded the contract has not acted fraudulently or in bad faith:

(i) the contract may be terminated, and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract, plus a reasonable profit, prior to the termination; or

(b) if the person awarded the contract has acted fraudulently or in bad faith the contract may be declared null and void or voidable, if such action is in the best interests of the County.

## **ARTICLE 8--COOPERATIVE PURCHASING**

**§8-101** An active list of cooperative agencies will be kept in the Purchasing Department. Examples may include State of Missouri Cooperative Purchasing, Mid-Missouri Public Purchasing Cooperative, U.S. Communities Cooperative Purchasing, and NASPO Value Point.



## ARTICLE--9 ETHICS IN PUBLIC CONTRACTING

### §9-101 Criminal Penalties.

To the extent that violations of the ethical standards of conduct set forth in this Article constitute violations of the criminal laws of the State of Missouri, they shall be punishable as provided therein. Such penalties shall be in addition to the civil sanctions set forth in this Part. Criminal, civil, and administrative sanctions against employees or non-employees which are in existence on the effective date of this Policy shall not be impaired.

### §9-102 Employee Conflict of Interest.

It shall be unethical for any Boone County employee to participate directly or indirectly in a procurement contract when the Boone County employee knows that:

- (a) the Boone County employee or any member of the Boone County employee's immediate family has a financial interest pertaining to the procurement contract; or
- (b) any other person, business, or organization with whom the Boone County employee or any member of a Boone County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract. A Boone County employee or any member of a Boone County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

### §9-103 Gratuities and Kickbacks.

(1) *Gratuities.* It shall be unethical for any person to offer, give, or agree to give any Boone County employee or former Boone County employee, or for any Boone County employee or former Boone County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

(2) *Kickbacks.* It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(3) *Contract Clause.* The prohibition against gratuities and kickbacks prescribed in the Section shall be conspicuously set forth in every contract and solicitation therefor.

### §9-104 Prohibition Against Contingent Fees.

It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a County contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

**§9-105 Contemporaneous Employment Prohibited.**

It shall be unethical for any Boone County employee who is participating directly or indirectly in the procurement process to become or to be, while such a Boone County employee, the employee of any person contracting with the governmental body by whom the employee is employed.

**§9-106 Waivers from Contemporaneous Employment Prohibition and Other Conflicts of Interest.**

The Boone County Commission may grant a waiver from the employee conflict of interest provision (Section 12-102; Employee Conflict of Interest) or the contemporaneous employment provision (Section 12-105; Contemporaneous Employment Prohibited) upon making a written determination that:

- (a) the contemporaneous employment or financial interest of the Boone County employee has been publicly disclosed;
- (b) the Boone County employee will be able to perform its procurement functions without actual or apparent bias or favoritism; and
- (c) the award will be in the best interest of the County.

**§9-107 Use of Confidential Information.**

It shall be unethical for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

**§9-108 Sanctions.**

(1) *Employees.* The Boone County Commission may recommend to the employees' Administrative Authority any one or more of the following sanctions on a Boone County employee for violations of the ethical standards in this Article:

- (a) oral or written warnings or reprimands;
- (b) suspension with or without pay for specified periods of time; or
- (c) termination of employment.

(2) *Non-employees.* The Boone County Commission may impose any one or more of the following sanctions on a non-employee for violations of the ethical standards:

- (a) written warnings or reprimands;
- (b) termination of contracts; or
- (c) debarment or suspension as provided in Section 6-101 (Authority to Debar or Suspend).

**§9-109 Recovery of Value Transferred or Received in Breach of Ethical Standards.**

(1) *General Provisions.* The value of anything transferred or received in breach of the ethical standards of this Policy by a Boone County employee or a non-employee may be recovered from both Boone County employee and non-employee.

(2) *Recovery of Kickbacks by the County.* Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the County and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

## ARTICLE--10 FIXED ASSETS

### §10-101 Fixed Asset Inventory.

(1) Class 9 items and some items from Class 2 are considered fixed assets and become a part of Boone County inventory when the value is greater than \$1,000. The Auditor department manages the fixed asset inventory for Boone County (55.160). Departments should attach a *Fixed Asset Addition Form* to Payment Requisitions to identify fixed assets.

## ARTICLE—11 DISPOSAL OF SURPLUS

### §11-101 Disposal of Surplus

- (1) Disposal of surplus is managed by the Purchasing Department under the direction of the County Commission.
- (2) Exhibit D includes procedures for County Departments for request for Transfer/Disposal of County Property.

**STATEMENT OF BIDDER'S QUALIFICATIONS**

(File with Bid Form in separate envelope appropriately designated.)

1. Number of years in business: \_\_\_\_\_ If not under present firm name, list previous firm names and types of organizations.

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2. Contracts on hand: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
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3. General type of product sold and manufactured:

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4. There has been no default in any contract completed or un-completed except as noted below:

(a) Number of contracts on which default was made: \_\_\_\_\_

(b) Description of defaulted contracts and reason therefor:

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5. List banking references:

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6. Upon request will you within 3 (three) days file a detailed confidential financial statement?

Yes \_\_\_\_\_

No \_\_\_\_\_

Dated at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_\_.

\_\_\_\_\_  
Name of Organization(s)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title of person signing)

# Boone County Purchasing

Melinda Bobbitt, CPPO  
Director of Purchasing



613 E. Ash St., Rm. 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

## SOLE SOURCE/NO SUBSTITUTE FACT SHEET

Originating Office	_____
Person Requesting	_____
Date Requested	_____
Contact Phone Number	_____

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL:

Signature \_\_\_\_\_ Date \_\_\_\_\_

SOLE SOURCE NUMBER:

\_\_\_\_\_  
(Assigned by Purchasing)

COMMISSION APPROVAL:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Expiration Date: \_\_\_\_\_ 20\_\_ through \_\_\_\_\_ 20\_\_ One Time Purchase (check)

Vendor Name \_\_\_\_\_

Vendor Address \_\_\_\_\_

Vendor Phone and Fax \_\_\_\_\_

Product Description \_\_\_\_\_

Estimated Cost \_\_\_\_\_ \$

Department/Account #s / Amount Budgeted: \_\_\_\_\_

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

1. Please check the reason(s) for this sole request:
  - Only Known Source-Similar equipment or material not available from another vendor
  - Equipment or materials must be compatible with existing Equipment
  - Immediate purchase necessary to correct situation threatening life/property
  - Lease Purchase - Exercise purchase option on lease
  - Medical device or supply specified by physician
  - Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)
  - Other - List (attach additional sheets if necessary)

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2. Briefly describe the commodity/material you are requesting and its function.
3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.
4. What research has been done to verify this vendor as the only known source?
5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?
  - Yes (please attach a list of known sources)
  - No
6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.
7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?
8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).
9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other) Please provide document numbers.
10. What are the consequences of not securing this specific commodity/material?
11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).
12. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?



# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
 Director of Purchasing



601 E.W

**Boone County Emergency Procurement Policy:** Notwithstanding any other provisions of this Policy, and by direction of the liaison Commissioner to any Department, and in the absence of an assigned liaison Commissioner, it shall be the Presiding Commissioner, the purchasing agent may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the item(s) procured under the contract, and the identification number of the contract file.

**REQUEST FOR EMERGENCY PROCUREMENT**

**Originating Office,  
 Dept. # & Account #** \_\_\_\_\_

**Person Requesting** \_\_\_\_\_  
**Date Requested** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.**

PURCHASING DEPARTMENT APPROVAL: \_\_\_\_\_  
   Signature          Date

EMERGENCY PROCUREMENT NUMBER: \_\_\_\_\_  
 (Assigned by Purchasing)

LIASON COMMISSIONER APPROVAL: \_\_\_\_\_  
   Signature    Date

Expiration Date: \_\_\_\_\_ 20\_\_ through \_\_\_\_\_ 20\_\_ One Time Purchase (check)

**(Note: Attach list for multiple vendors)**

*Vendor(s) Name*

*Vendor(s) Address*

*Vendor(s) Phone and  
Fax*

*Product Description*

*Estimated Cost*

\$

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The following is a list of questions that must be answered when making emergency procurement requests. This is a formal document for submission to the Liason Commissioner for the requesting department.

1. Please describe the reason for the request of emergency procurement with respect to the threat to public health, welfare, or safety:
2. Describe anticipated consequences of not procuring immediately:
3. Describe and attach any quotes received:
4. Is this a one-time purchase? \_\_\_\_\_ Yes \_\_\_\_\_ No
5. If not, detail the anticipated future purchases with anticipated acquisition dates:

**Instructions for Disposal/Transfer of Boone County Property**  
**See Special Instructions for Disposal of Computer Equipment Below**

1. The *Request for Disposal/Transfer of County Property* is available at S:\All\AUDITOR\Accounting Forms\Fixed Asset Disposal.
2. Use the *Request for Disposal/Transfer of County Property* form whenever county property (tagged or un-tagged) is no longer needed and should be removed from service. This form will initiate the disposal process. Property should not be moved from the original department until this form is completed and submitted. Note: if there is a need to prepare a large "batch" of individual disposal forms, contact the Auditor's Office to discuss alternative solutions that would be more efficient (for instance, a substitute spreadsheet listing).
3. Requesting Office: complete the top section of the form, providing a detailed description of the property, including condition, serial number (if applicable), and fixed asset tag number (if applicable) and route it to the Auditor's Office.
4. Auditor's Office: completes the middle-section and routes the form to the Purchasing Department. (Purchasing is responsible for surplus property disposal for the County.)
5. Purchasing: contacts the requesting department and/or Facilities Maintenance to arrange for removal of the item(s).
6. Purchasing: periodically compiles a listing of surplus property available for transfer to other offices and circulates the list to administrative authorities.

If property is transferred to another office, Purchasing completes the *transfer section* of the ***Request for Disposal/Transfer of County Property*** form and routes it to the Auditor's Office. The Auditor's Office updates the fixed asset records to reflect the new location of the item. Purchasing arranges to have the item(s) moved to the new location.

7. Purchasing: obtains approval from the County Commission to dispose of property no longer used by county offices. When a vehicle is surplus, Purchasing notifies the Risk Manager who is responsible for property insurance.
8. County Clerk's Office: prepares the commission order, completes the bottom section of each form, routes the originals to the Auditor's Office, and forwards a copy of the commission order with a copy of the commission signed Disposal Form to the Purchasing Office.
9. Vehicles are usually either picked up by the auction company or handled by the office requesting disposal. The office requesting disposal will notify the Auditor's office once the surplus has been transported to the auction service.
10. Purchasing: reconciles auction reports and remittances to the disposal forms to ensure the county is properly compensated for disposed property. Purchasing sends a copy of the auction reports and Treasurer's receipt to the Auditor's Office and the HR Risk Analyst.

11. Auditor's Office: reconciles commission-approved disposal forms to auction reports and cash proceeds and then updates the inventory records to reflect the disposal.

### **Procedures for Disposal of Computer Equipment**

1. Computer equipment is to be removed from inventory only by authorized Court IT or County IT personnel.
2. Court IT and County IT prepare all computer equipment for disposal prior to initiating the disposal process. The respective IT department prepares a *Request for Disposal/Transfer of County Property Form* for each equipment item, making appropriate notation regarding the asset's condition (gutted for parts, memory removed, etc.) and forwards the form to the Auditor's Office. Follow steps 4-11 in the previous section to complete computer equipment disposal.

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**

*Complete, sign, and return to Auditor's Office*

Date:

Fixed Asset Tag Number:

Description of Asset:

Requested Means of Disposal:  Sell    Trade-In    Recycle/Trash    Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset:

Reason for Disposition:

Location of Asset and Desired Date for Removal to Storage:

Was asset purchased with grant funding?  YES    NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES    NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name:

Signature \_\_\_\_\_

-----  
**To be Completed by: AUDITOR**

Original Acquisition Date \_\_\_\_\_ G/L Account for Proceeds

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

-----  
**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer      Department Name \_\_\_\_\_  
Number \_\_\_\_\_

\_\_\_\_ Location within  
Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade      \_\_\_\_ Auction      \_\_\_\_ Sealed Bids

\_\_\_\_ Other      Explain \_\_\_\_\_

Commission Order Number \_\_\_\_\_

Date Approved \_\_\_\_\_

Signature \_\_\_\_\_



## BOONE COUNTY JOB DESCRIPTION

<b>JOB TITLE:</b> Domestic Assault Court Coordinator	<b>NEW:</b> _____	<b>REVISED:</b> X
	<small>(Please check one)</small>	
<b>REPORTS TO:</b> Court Administrator	<b>FLSA:</b> Non-Exempt	<b>DATE:</b> 03/17
<b>DEPARTMENT:</b> Circuit Court Services	<b>JOB CODE:</b> 603	

**SUMMARY:**

Under general supervision, the Domestic Assault Court Coordinator performs case management, monitors defendant compliance for the court-ordered batterer's intervention program, and applies and monitors grant funding for the domestic assault docket for the 13<sup>th</sup> Judicial Circuit Court.

**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.)*

Attends Boone County and Callaway County Domestic Violence dockets; provides information to defendants ordered to the local batterer's intervention program; determines whether a defendant is eligible or appropriate for a program; coordinates defendants' enrollment dates, start dates, and program completion designated by court order; tracks the defendants' progress through the program and communicates updates to judges and other staff; writes memos to judges recommending actions based on defendants' compliance or noncompliance; sends letters, writes memos, and sets hearings if scheduled program dates are not attended and progress is not met; makes decisions with facilitators regarding suspensions and terminations from batterer's intervention program; communicates progress updates and changes regarding court-ordered participants; communicates daily with the batterer's intervention program regarding court-ordered participants; attends monthly meetings to discuss issues related to batterer's intervention program and domestic violence; communicates with prosecutors, defense counsel, probation and parole, and other community stakeholders regarding issues related to domestic violence and the domestic violence docket as needed.

Performs a variety of office support work; prepares letters, correspondence, forms and other documents; receives, sorts, processes and distributes incoming mail; maintains copies of documents; operates computers, maintains and updates files and databases; generates

computer reports; performs word processing; operates office equipment; answers phone lines and e-mail; directs inquiries to the appropriate staff.

Compiles quarterly reports regarding the number of domestic violence cases filed and disposed; monitors domestic violence cases and recidivism rates for defendants that have graduated or been terminated from batterer's intervention program; compiles and sends information to all domestic violence judges and the court administrator.

Researches, drafts, applies for, and monitors grant funding for the domestic assault docket; completes required reports for grants; completes monthly reimbursement claims, status reports and annual reports for applicable grants.

Performs other duties as assigned.

**KNOWLEDGE AND SKILL:**

1. Knowledge of personal computers and standard software applications related to legal support work.
2. Knowledge of accounting practices.
3. Knowledge of English grammar, punctuation, and spelling; advanced skill in communicating effectively using the English language, both orally and in writing.
4. Advanced knowledge of legal processes and terminology.
5. Advanced knowledge of the criminal justice system in the State of Missouri.
6. Advanced knowledge of filing and electronic record keeping systems.
7. Advanced knowledge of the grant writing, reporting, and application process.
8. Skill in mathematics sufficient accurately calculate numbers and perform calculations using addition, subtraction, multiplication, and division.
9. Skill in the ability to work well with other employees, court professionals, and the public.
10. Advanced skill in application of state and federal guidelines, rules, and statutes to perform essential functions of position.
11. Advanced skill in reading and interpreting documents and reports.
12. Advanced skill in discretion and maintaining confidential information.
13. Advanced ability to work independently and follow instructions.
14. Advanced ability to maintain a high level of accuracy and attention to detail.

**PHYSICAL DEMANDS:**

The majority of work is performed in a professional office setting and is generally sedentary. Must possess vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone.

Position requires CONTINUOUS sitting, upward and downward flexion of neck; fine finger dexterity and light to moderate finger pressure to manipulate keyboard, equipment controls, and other office equipment; pinch grasp to manipulate writing utensils. FREQUENT side-to-side turning of neck, walking, standing, bending and stooping, pushing/pulling, twisting at



waist, moderate wrist torque to twist equipment knobs and dials; lifting objects weighing up to 25 lbs. from below waist to above shoulders and transporting distances up to 50 yards. OCCASIONAL squatting, kneeling, reaching above and at shoulder height, moderate grasping to manipulate objects; lifting objects weighing 20-35 lbs from below waist to above shoulders and transporting distances up to 50 feet.

**WORK ENVIRONMENT:**

This job operates in a professional office environment. Professional attire required. This position routinely uses office equipment such as computers, calculators, multi-line telephones, photocopiers, printers, scanners, filing cabinets, and fax machines. This position is routinely in contact with the public, witnesses, defendants, victims, law enforcement agencies, court employees, attorneys, and members of other entities.

**MINIMUM QUALIFICATIONS:**

Bachelors Degree in Accounting, Business Administration, Public Administration, Criminal Justice or related field, plus two years of clerical or office management experience and two years of accounting or bookkeeping experience

**PREFERRED QUALIFICATIONS:**

One year of experience in grant writing and one year experience in a criminal justice or legal field.

*Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.*

PAYROLL



Tom Darrough  
Boone County Treasurer

NO 514557

DATE 10/18/2019

NINE HUNDRED EIGHT AND 71/100\*\*\*\*\* \$ \*\*\*\*\*908.71

VOID AFTER 180 DAYS

PAY TO AMY J CUNNINGHAM  
THE ORDER 1514 LITTLE DIXIE LN  
OF FULTON MO 65251

DIRECT DEPOSITED TO: CENTRAL BANK JEFFERSON CITY ACCOUNT: 122152243

**NON NEGOTIABLE**

Detach and Retain for your Records

COUNTY OF BOONE EARNINGS AND DEDUCTIONS STATEMENT

PAY PERIOD	9/30/2019 THRU 10/13/2019	HOURS TYPE	EARNED	AVAILABLE	MAXIMUM
CHECK DATE	10/18/2019	VACATION	3.6923	84.84	288.00
SSN		SICK	3.6923	182.99	
NAME	AMY J CUNNINGHAM	FLS COMP			
TITLE	DOMESTIC ASSAULT COURT COORD	REG COMP			
DEPT	JUDICIAL GRANTS/CONTRACTS				

EARNINGS				DEDUCTIONS		
Description	Rate	Hours	Gross	Description	Current	Y-T-D
REGULAR	19.33	53.00	1,024.49	CERF 401(A) DEDUCTION	8.66	181.77
SICK	19.33	9.00	173.97	CERF 4% EMP DED *	49.48	1051.71
VACATION	19.33	2.00	38.66	EXTRA STATE TAX	20.00	420.00
				FEDERAL INCOME TAX	95.10	1996.08
				FICA - SOCIAL SECURITY	75.66	1589.11
				FICA - MEDICARE	17.69	371.56
				PPO EMPLOYEE *	12.00	240.00
				MISSOURI STATE TAX	30.00	630.00
				SUPPLEMENTAL LIFE INSU	15.03	300.24
				VISION INSURANCE *	4.79	95.80

FEDERAL MARITAL STATUS S # OF DEPENDENTS 1  
STATE MARITAL STATUS S

SUMMARY	TOTAL GROSS	CAFETERIA	FEDERAL GROSS	DEDUCTIONS	NET PAY
CURRENT YEAR	1,237.12	16.79	1,162.19	328.41	908.71
YEAR TO DATE	25,966.74	335.80	24,397.46	6,876.27	19,090.47

# Judicial Grants and Contracts

## Department Number 1243

### Mission

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The Thirteenth Judicial Court administers this budget and it is used to account for grant and contract funding obtained by the Court. The number and nature of grants and contracts contained in this budget will vary over time. The following tables present an overview of the grants and contracts currently included in this budget.

### Budget Highlights

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The adopted budget reflects personnel and other expenditures attributable to the current grant or contract period only; the budget does not assume renewal or continuation of the grant. The revenue and expenditure budgets are amended during the year as each grant is renewed or as new grants are obtained. Because the grants' fiscal years differ from the County's fiscal year, the current budget year reflects partial year amounts only. However, prior year revenue and expenditure amounts reflect grant and contract amounts for the entire year and takes into account renewals and extensions. The Grants Table below summarizes all grants and/or contracts currently in force which have been included in the annual budget. The table includes the FTE level funded by each grant, presented on an annualized basis.

The significant increase in the budget (Professional Services) for fiscal years 2018 and 2019 is due to funding received from the Boone County Community Children's Services Board (\$209,000) for the Child Permanency Services Program.

# Judicial Grants and Contracts

## Grants

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Title	Current Term	Required Match
Probation Services Program – DYS Diversion Program <ul style="list-style-type: none"> <li>▪ Provides services to at-risk youth and families through Moral Recognition Therapy (MRT)</li> <li>▪ Funds 2.0 FTE DJO, position #560 &amp; 561</li> </ul>	July 1, 2018 to June 30, 2019  Origination: 1995	No required match.
Contact for Kids – A Safe Way Missouri Office of State Court Administration (OSCA) Domestic Relations and Resolution Fund (DRFF) <ul style="list-style-type: none"> <li>▪ Funds for Supervised Visitation program</li> </ul>	July 1, 2018 to June 30, 2019  Origination: 2009	No match required
STOP (Services*Training*Officers*Prosecutors) Violence Against Women Act (STOP/VAWA) <ul style="list-style-type: none"> <li>▪ Funds a Batterers’ Intervention Program (MEND) through an agreement with Family Counseling Center of Missouri</li> <li>▪ Funds 0.8 FTE Domestic Assault Court Coordinator, position #745</li> </ul>	January 1, 2018 to December 31, 2019  Origination: 2009	25% Match – Made from contributions made to the Family Counseling Center of Missouri
Fostering Court Improvement JCIP Sub-grant Office of State Courts Administrator <ul style="list-style-type: none"> <li>▪ Funds meals at meetings and training</li> </ul>	October 15, 2018 to September 30, 2019  Origination: 2009	No match required
Juvenile Justice Assistance Program Office of State Courts Administrator <ul style="list-style-type: none"> <li>▪ Intensive Crisis Intervention Services, Home-Monitoring, Shelter Care Services, and Evening Reporting Center</li> </ul>	July 1, 2018 to June 30, 2019  Origination: 2012	No match required
Child Permanency Services Boone County Community Children’s Services <ul style="list-style-type: none"> <li>▪ Funds services to parents with children in care ages 0-2</li> </ul>	January 1, 2019 to December 31, 2019  Origination: 2018	No match required

# Judicial Grants and Contracts

## Annual Budget

### 1243 JUDICIAL GRANTS/CONTRACTS

100 GENERAL FUND

ACCT	DESCRIPTION	2017 ACTUAL	2018 BUDGET + REVISIONS	2018 ESTIMATED	2019 CORE REQUEST	2019 SUPPLEMENTAL REQUEST	2019 ADOPTED BUDGET	%CHG FROM PY BUD
<b>INTERGOVERNMENTAL REVENUE</b>								
3411	FEDERAL GRANT REIMBURSE	75,836	92,284	106,122	41,145	0	41,145	55-
3451	STATE REIMB-GRANT/PROGRAM/OTHR	122,334	121,348	0	48,821	0	48,821	59-
	SUBTOTAL *****	198,170	213,632	106,122	89,966	0	89,966	58-
<b>MISCELLANEOUS</b>								
3810	INTERFUND SERVICES PROVIDED	0	209,000	0	209,000	0	209,000	0
	SUBTOTAL *****	0	209,000	0	209,000	0	209,000	0
	<b>TOTAL REVENUES *****</b>	<b>198,170</b>	<b>422,632</b>	<b>106,122</b>	<b>298,966</b>	<b>0</b>	<b>298,966</b>	<b>29-</b>
<b>PERSONAL SERVICES</b>								
10100	SALARIES & WAGES	104,158	109,796	71,502	110,577	0	71,775	34-
10110	OVERTIME	1,431	0	0	0	0	0	0
10200	FICA	7,926	8,333	5,470	8,459	0	5,491	34-
10300	HEALTH INSURANCE	17,640	17,235	11,910	16,308	0	11,010	36-
10310	COUNTY HSA CONTRIBUTION	900	600	600	1,200	0	600	0
10325	DISABILITY INSURANCE	446	449	307	398	0	257	42-
10350	LIFE INSURANCE	144	136	96	216	0	144	5
10375	DENTAL INSURANCE	1,260	1,190	840	1,260	0	840	29-
10400	WORKERS COMP	565	762	762	862	0	862	13
10500	401(A) MATCH PLAN	1,075	1,960	1,560	1,560	0	1,040	46-
10510	CERF-EMPLOYER PD CONTRIBUTION	0	0	0	0	0	1,546	0
	SUBTOTAL *****	135,545	140,461	93,047	140,840	0	93,565	33-
<b>MATERIALS &amp; SUPPLIES</b>								
23050	OTHER SUPPLIES	0	152	0	0	0	0	100-
23400	FOOD	89	79	79	0	0	0	100-
	SUBTOTAL *****	89	231	79	0	0	0	100-
<b>DUES TRAVEL &amp; TRAINING</b>								
37230	MEALS & LODGING-TRAINING	2,349	1,613	985	0	0	0	100-
37240	REGISTRATION/TUITION	10	0	0	0	0	0	0
	SUBTOTAL *****	2,359	1,613	985	0	0	0	100-
<b>CONTRACTUAL SERVICES</b>								
71100	OUTSIDE SERVICES	46,785	55,495	28,000	0	0	0	100-
71101	PROFESSIONAL SERVICES	8,408	225,682	212,000	209,000	0	209,000	7-
71600	EQUIP LEASES & METER CHRG	5,776	7,233	3,700	0	0	0	100-
	SUBTOTAL *****	60,969	288,410	243,700	209,000	0	209,000	28-
<b>OTHER</b>								
83100	AWARDS	75	0	0	0	0	0	0
	SUBTOTAL *****	75	0	0	0	0	0	0
	<b>TOTAL EXPENDITURES *****</b>	<b>199,037</b>	<b>430,715</b>	<b>337,811</b>	<b>349,840</b>	<b>0</b>	<b>302,565</b>	<b>30-</b>

Decimal values have been truncated.

# 13<sup>th</sup> Judicial Court Services – Combined Budget Summary

## Description of Funding Sources

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The Thirteenth Judicial Circuit Court is comprised of Boone and Callaway Counties and its operations are funded through a combination of state and county appropriations. The State pays the salaries of many court personnel (judges and clerks) and the County provides funding for a variety of additional court personnel as well as non-personnel operating expenses, facilities, and equipment.

County funding consists primarily of appropriations from the General Fund with additional appropriations provided from a variety of special revenue funds. The funding sources include the following and are summarized in a schedule on the next page:

- General Fund
  - Circuit Court Services (1210)
  - Jury Services and Court Costs (1230)
  - Juvenile Office (1241)
  - Juvenile Justice Center (1242)
  - Judicial Grants and Contracts (1243)
- Family Services and Justice Fund (2820)
- Circuit Drug Court Fund
  - Circuit Drug Court (2830)
  - Veterans Court (2831)
- Administration of Justice Fund (2850)
- Law Enforcement Services Fund (Prop L)
  - Alternative Sentencing Programs (2904)
  - Information System – Court (2907)

Detailed information is presented for each of these budgets on the following pages. In addition, a fund statement for each of the special revenue funds is presented in the Fund Statement tab section.

The Circuit Court establishes and approves the appropriations from the Family Services and Justice Fund, the Circuit Drug Court Fund, and the Administration of Justice Fund. The County Commission establishes and approves the appropriations from the Law Enforcement Services Fund. All other budgets are approved by the County Commission, subject to the special statutory provisions applicable to the Court which are described in the General Information tab section.

# Circuit Court Summary

## Budget Summary

Fund	Dept	Department Name	2017	2018	2019	2019	2019	2019
			Actual	Estimated	Class 1 Personal Services	Classes 2-8 Other Services and Charges	Class 9 Capital Outlay	Total
100	1210	Circuit Court Services	\$ 1,652,348	\$ 1,782,844	\$ 1,222,997	\$ 576,640	\$ 7,000	\$ 1,806,637
100	1230	Jury Services and Court Costs	225,319	245,972	-	250,526	8,900	259,426
100	1241	Juvenile Office	370,868	444,719	140,257	314,033	6,700	460,990
100	1242	Juvenile Justice Center	309,693	300,554	141,452	247,029	8,800	397,281
100	1243	Judicial Grants and Contracts	199,036	337,811	93,565	209,000	-	302,565
282	2820	Family Services and Justice	57,001	75,839	-	90,350	-	90,350
283	2830	Circuit Drug Court	68,755	125,832	-	262,007	-	262,007
283	2831	Veterans Court	75,799	36,330	12,887	67,387	-	80,274
285	2850	Administration of Justice	65,350	20,926	-	17,150	14,500	31,650
290	2904	Law Enforcement Sales Tax- Alternative Sentencing	382,818	413,723	313,238	159,810	600	473,648
290	2907	Law Enforcement Sales Tax- Court Information System	2,100	2,100	-	2,100	-	2,100
<b>Total</b>			<b>\$ 3,409,087</b>	<b>\$ 3,786,650</b>	<b>\$ 1,924,396</b>	<b>\$ 2,196,032</b>	<b>\$ 46,500</b>	<b>\$ 4,166,928</b>

# Circuit Court Summary

## Personnel Summary

Position Title	Departmental Funding Source								2019 Total	Change
	2017	2018	Full-time Equivalent Positions							
			1210	1241	1242	1243	2831	2904		
<b>13th Judicial Court Services</b>										
Deputy Court Administrator	1.00	1.00	1.00	-	-	-	-	-	1.00	-
Court Marshal	1.00	1.00	1.00	-	-	-	-	-	1.00	-
Deputy Court Marshal-Sergeant	1.00	1.00	1.00	-	-	-	-	-	1.00	-
Deputy Court Marshal II	2.00	1.00	1.00	-	-	-	-	-	1.00	-
Deputy Court Marshal	7.00	8.00	7.00	-	-	-	-	1.00	8.00	-
Supervisor, Court Services	1.00	1.00	1.00	-	-	-	-	-	1.00	-
Court Services Officer II	1.00	1.00	1.00	-	-	-	-	-	1.00	-
Court Services Officer	4.00	4.00	2.00	-	-	-	-	2.00	4.00	-
Jury Supervisor	1.00	1.00	1.00	-	-	-	-	-	1.00	-
Supervisor, Information Technology	1.00	1.00	1.00	-	-	-	-	-	1.00	-
Programmer Analyst, Court Services	1.00	1.00	1.00	-	-	-	-	-	1.00	-
Computer Information Technologist	1.00	1.00	1.00	-	-	-	-	-	1.00	-
Administrative Assistant I	2.75	2.75	2.00	-	0.75	-	-	-	2.75	-
Budget Administrator	1.00	1.00	1.00	-	-	-	-	-	1.00	-
Deputy Court Marshal Pool	0.25	0.36	0.36	-	-	-	-	-	0.36	-
Court Security Aide Pool	0.25	0.36	0.36	-	-	-	-	-	0.36	-
Program Assistant Pool	5.82	4.86	-	1.73	2.21	-	-	-	3.94	(0.92)
Associate Legal Counsel	1.00	1.00	-	1.00	-	-	-	-	1.00	-
Paralegal	1.00	1.00	-	1.00	-	-	-	-	1.00	-
Teacher	0.11	0.11	-	-	0.11	-	-	-	0.11	-
Security Officer Pool	0.12	0.12	-	-	0.12	-	-	-	0.12	-
Transportation Coordinator	0.75	0.75	-	-	0.75	-	-	-	0.75	-
Music Instructor	0.05	-	-	-	-	-	-	-	-	-
Art Instructor	0.24	0.24	-	-	0.24	-	-	-	0.24	-
Grounds Maintenance Worker I	0.03	0.03	-	-	0.03	-	-	-	0.03	-
Deputy Juvenile Officer	2.00	1.00	-	-	-	1.00	-	-	1.00	-
Domestic Assault Court Coordinator	0.80	0.80	-	-	-	0.80	-	-	0.80	-
Alternative Sentencing Court Administrator	1.00	1.00	-	-	-	-	-	1.00	1.00	-
Veterans Court Mentor Coordinator	0.30	0.30	-	-	-	-	0.30	-	0.30	-
Administrative Assistant/Grant Manager	1.00	1.00	-	-	-	-	-	1.00	1.00	-
Receptionist	1.00	1.00	-	-	-	-	-	1.00	1.00	-
<b>Total FTEs</b>	<b>41.47</b>	<b>39.68</b>	<b>22.72</b>	<b>3.73</b>	<b>4.21</b>	<b>1.80</b>	<b>0.30</b>	<b>6.00</b>	<b>38.76</b>	<b>(0.92)</b>
Overtime	\$ 11,000	\$ 11,000	\$ 9,000	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ 11,000	\$ -
Holiday	\$ 5,200	\$ 5,000	\$ 600	\$ -	\$ 4,400	\$ -	\$ -	\$ -	\$ 5,000	\$ -

a The FTE total reflects partial year grant funded status (2 DJO positions funded for one-half of the fiscal year). FTE total will be adjusted after the granting agency approves the grant and the County Commission amends the budget



# Circuit Court Services

## Department Number 1210

### Mission

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The mission of Court Services is to provide services necessary and essential to achieve efficient operation of the 13th Judicial Circuit Court.

The 13th Judicial Circuit Court, comprised of Boone and Callaway Counties, is a state trial court of general jurisdiction. The Court hears the following types of matters: misdemeanor, felony, traffic, civil, small claims, juvenile, domestic relations, probate, and mental health.

The State provides salaries and benefits for the judges, court reporters, juvenile office employees, and administrative support staff. Boone and Callaway Counties provide funding for the facilities, operations and equipment of the Court, as well as salaries and benefits for county-paid positions which are in addition to those funded by the State (court administration, technology services, court marshal, and court services).

### Budget Highlights

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There are no significant changes to this budget.

### Performance Measures

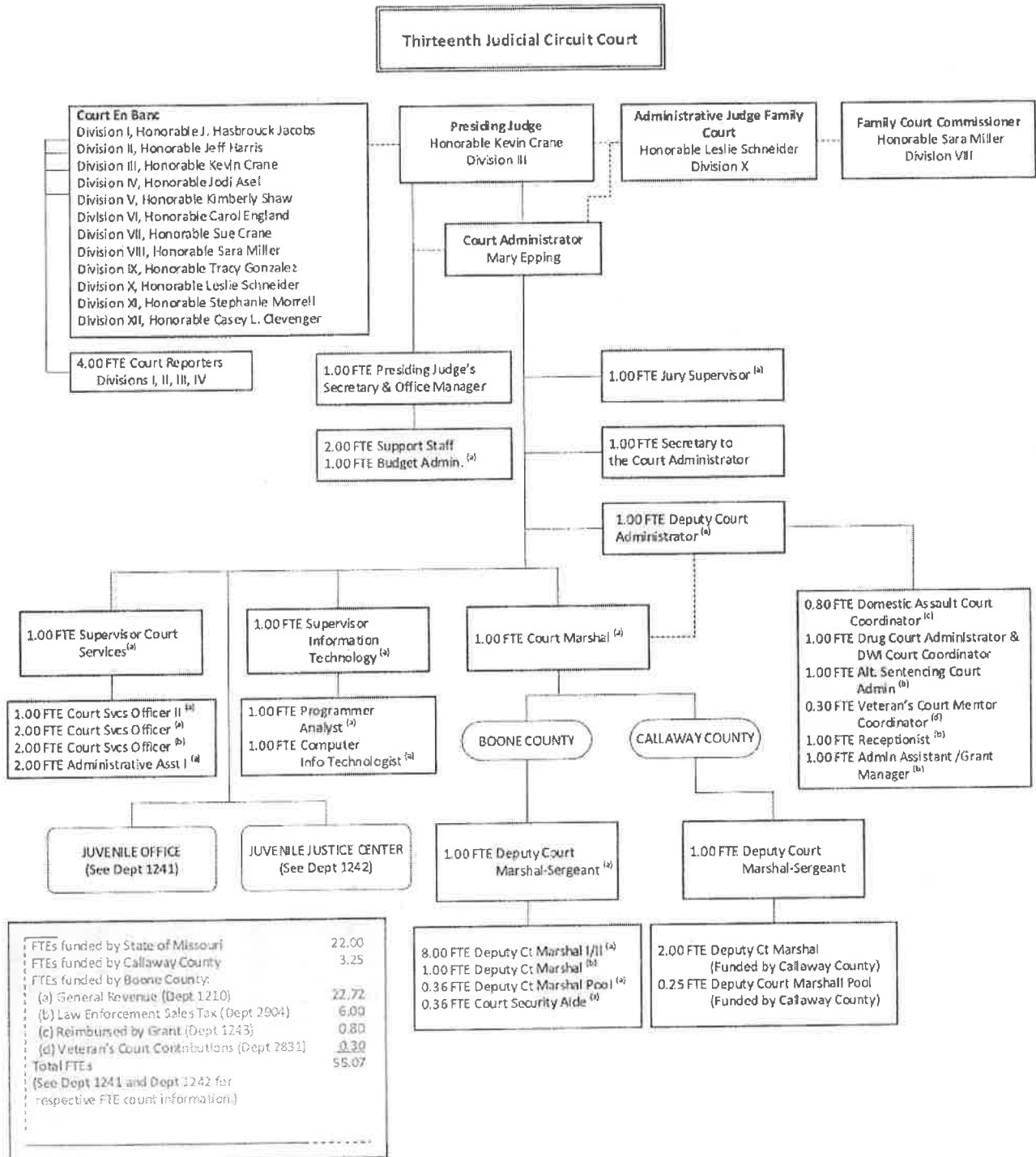
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	2017	2018	2019
	Actual	Estimated	Projected
<b>Court Marshal</b>			
Juries Reporting	34	34	32
Jury Trial Days	88	66	70
Hours Marshals Spent in Court	5,080	4,940	4,800
Court Marshal Arrests	315	300	285
Court Marshal Commits	142	161	238
Number of Persons Through Security Screening	195,018	(a) 186,316	190,000
<b>Court Services</b>			
Investigations Initiated	3,059	3,060	3,060
Bond Investigations Initiated	2,120	2,229	2,151
Bond Supervision Cases Assigned	530	394	462
Community Service Hours Worked	1,590	1,100	1,339
Court Costs Collected by ACS	83,998	95,575	91,740
% of Costs Ordered Collected by ACS	69%	75%	72%
Fines Collected by ACS	157,256	136,152	148,867
% of Fines Collected by ACS	73%	73%	71%
Home Detention Days	14,740	16,031	15,223
VIP Program Participants	357	341	356
Probation Cases Assigned	154	115	151

(a) 27 days not recorded

# Circuit Court Services

## Organizational Chart



FTEs funded by State of Missouri	22.00
FTEs funded by Callaway County	3.25
FTEs funded by Boone County:	
(a) General Revenue (Dept 1210)	22.72
(b) Law Enforcement Sales Tax (Dept 2904)	6.00
(c) Reimbursed by Grant (Dept 1243)	0.80
(d) Veteran's Court Contributions (Dept 2831)	0.30
<b>Total FTEs</b>	<b>55.07</b>
(See Dept 1241 and Dept 1242 for respective FTE count information.)	

# Circuit Court Services

## Annual Budget

### 1210 CIRCUIT COURT SERVICES

100 GENERAL FUND

ACCT DESCRIPTION	2017 ACTUAL	2018 BUDGET + REVISIONS	2019 ESTIMATED	2019 CORE REQUEST	2019 SUPPLEMENTAL REQUEST	2019 ADOPTED BUDGET	%CHG FROM PY BUD
<b>INTERGOVERNMENTAL REVENUE</b>							
3465 FEDERAL REIMBURSE EXPENSES	3,945	2,593	2,593	3,595	0	3,595	30
3471 REIMBURSEMENT CALLAWAY	59,685	58,100	60,000	60,885	0	60,885	4
3473 CHG. OF VENUE REIMB.-I.G.	6,534	500	2,293	500	0	500	0
<b>SUBTOTAL *****</b>	<b>70,164</b>	<b>61,193</b>	<b>64,886</b>	<b>64,980</b>	<b>0</b>	<b>64,980</b>	<b>6</b>
<b>CHARGES FOR SERVICES</b>							
3524 HOME DETENTION PER DIEM	153,257	120,271	135,000	155,000	0	155,000	28
3528 REIMB PERSONNEL/PROJECTS	0	200	0	0	0	0	100-
3569 OTHER FEES	1,785	2,000	2,000	1,800	0	1,800	10-
3581 DRUG COURT FEES	178	500	250	250	0	250	50-
<b>SUBTOTAL *****</b>	<b>155,220</b>	<b>122,971</b>	<b>137,250</b>	<b>157,050</b>	<b>0</b>	<b>157,050</b>	<b>28</b>
<b>MISCELLANEOUS</b>							
3890 MISCELLANEOUS	94	75	75	75	0	75	0
<b>SUBTOTAL *****</b>	<b>94</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>0</b>	<b>75</b>	<b>0</b>
<b>TOTAL REVENUES *****</b>	<b>225,478</b>	<b>184,239</b>	<b>202,211</b>	<b>222,105</b>	<b>0</b>	<b>222,105</b>	<b>21</b>
<b>PERSONAL SERVICES</b>							
10100 SALARIES & WAGES	921,935	978,478	952,453	988,709	0	948,709	3-
10110 OVERTIME	5,026	9,000	6,029	9,000	0	9,000	0
10120 HOLIDAY WORKED	0	600	0	600	0	600	0
10200 FICA	67,380	75,587	70,703	76,370	0	72,370	4-
10300 HEALTH INSURANCE	104,840	107,520	104,842	104,304	0	99,304	7-
10310 COUNTY HSA CONTRIBUTION	7,875	13,200	11,900	14,400	0	14,400	9
10325 DISABILITY INSURANCE	3,801	4,101	4,097	3,470	0	3,470	15-
10330 CNTY PD DEPENDENT PREM-HEALTH	21,373	22,498	18,357	19,435	0	19,435	13-
10331 CNTY PD DEPENDENT PREM-DENTAL	873	994	1,105	1,251	0	1,251	25
10350 LIFE INSURANCE	1,816	1,056	1,024	1,584	0	1,584	50
10375 DENTAL INSURANCE	7,601	7,560	7,450	8,400	0	8,400	11
10400 WORKERS COMP	13,562	15,139	14,435	17,511	0	17,511	15
10500 401(A) MATCH PLAN	7,430	11,440	7,770	11,440	0	11,440	0
10510 CERF-EMPLOYER PD CONTRIBUTION	0	0	0	0	0	15,523	0
10600 UNEMPLOYMENT BENEFITS	1,422	0	0	0	0	0	0
<b>SUBTOTAL *****</b>	<b>1,164,134</b>	<b>1,247,173</b>	<b>1,200,165</b>	<b>1,256,474</b>	<b>0</b>	<b>1,222,997</b>	<b>2-</b>
<b>MATERIALS &amp; SUPPLIES</b>							
22500 SUBSCRIPTIONS/PUBLICATIONS	417	550	767	980	0	980	78
23000 OFFICE SUPPLIES	4,384	6,000	5,000	5,395	0	5,395	10-
23001 PRINTING	0	200	100	200	0	200	0
23007 COURT REPORTER SUPPLIES	634	1,050	850	925	0	925	11-
23015 COMPUTER SUPPLIES	169	1,000	400	400	0	400	60-
23016 MAGNETIC MEDIA	64	100	100	100	0	100	0
23018 PRINTER SUPPLIES	1,815	1,600	2,100	2,200	0	2,200	37
23050 OTHER SUPPLIES	669	750	750	750	0	750	0
23200 AMMUNITION	974	1,700	1,659	1,600	0	1,600	5-
23300 UNIFORMS	5,697	7,720	7,720	5,330	0	5,330	30-
23810 UNTAGGED HARDWARE AND SOFTWARE	0	0	0	3,350	0	3,350	0
23850 MINOR EQUIP & TOOLS (<\$1000)	3,452	8,625	8,625	14,550	0	14,550	68
23855 FURNITURE/FIXTURE <\$1000	623	1,600	500	1,000	0	1,000	37-
<b>SUBTOTAL *****</b>	<b>18,896</b>	<b>30,895</b>	<b>28,571</b>	<b>36,780</b>	<b>0</b>	<b>36,780</b>	<b>19</b>
<b>DUES TRAVEL &amp; TRAINING</b>							
37000 DUES & PROF CERTIFCTN/LICENSE	660	705	705	885	0	885	25
37210 TRAINING/SCHOOLS	1,000	150	150	0	0	0	100-
37220 TRAVEL (AIRFARE, MILEAGE, ETC)	1,535	2,000	2,000	2,000	0	2,000	0
37230 MEALS & LODGING-TRAINING	2,353	4,200	3,500	3,500	0	3,500	16-
37235 MEALS & LODGING - OTHER	100	350	100	150	0	150	57-
37240 REGISTRATION/TUITION	6,333	5,900	6,900	6,900	0	6,900	0
<b>SUBTOTAL *****</b>	<b>11,781</b>	<b>14,305</b>	<b>13,355</b>	<b>13,435</b>	<b>0</b>	<b>13,435</b>	<b>6-</b>
<b>UTILITIES</b>							
48000 TELEPHONES	18,970	19,650	20,590	20,600	0	20,600	3
48050 CELLULAR/MOBILE DEVICE SERVICE	1,587	1,660	1,660	1,440	0	1,440	13-
<b>SUBTOTAL *****</b>	<b>20,557</b>	<b>21,510</b>	<b>22,250</b>	<b>22,040</b>	<b>0</b>	<b>22,040</b>	<b>2</b>

# Circuit Court Services

<b>VEHICLE EXPENSE</b>								
59000	MOTORFUEL/GASOLINE	53	200	100	200	0	200	0
59010	FUEL SURCHARGE - REIMB TO R&B	3	5	5	5	0	5	0
59100	VEHICLE REPAIRS/MAINTENANCE	72	150	150	150	0	150	0
59110	MECHANICS CHARGE - REIMB R&B	0	0	17	50	0	50	0
59200	LOCAL MILEAGE	5,367	6,000	6,000	6,000	0	6,000	0
<b>SUBTOTAL *****</b>		<b>5,495</b>	<b>6,355</b>	<b>6,272</b>	<b>6,405</b>	<b>0</b>	<b>6,405</b>	<b>1</b>
<b>EQUIP &amp; BLDG MAINTENANCE</b>								
60050	EQUIP SERVICE CONTRACT	3,711	2,930	2,930	3,300	0	3,300	12
60200	EQUIP REPAIRS/MAINTENANCE	598	1,300	1,385	1,300	0	1,300	0
<b>SUBTOTAL *****</b>		<b>4,309</b>	<b>4,230</b>	<b>4,315</b>	<b>4,600</b>	<b>0</b>	<b>4,600</b>	<b>9</b>
<b>CONTRACTUAL SERVICES</b>								
70050	SOFTWARE SERVICE CONTRACT	2,516	3,120	3,120	3,120	0	3,120	0
70100	SOFTWARE SUBSCRIPTIONS	0	0	0	500	0	500	0
71000	INSURANCE AND BONDS	0	0	0	30	0	30	0
71100	OUTSIDE SERVICES	866	1,650	1,650	1,150	0	1,150	30-
71101	PROFESSIONAL SERVICES	125,837	127,000	127,000	130,000	0	130,000	2
71600	EQUIP LEASES & METER CHRG	109,940	103,751	128,000	128,679	0	128,679	24
<b>SUBTOTAL *****</b>		<b>239,159</b>	<b>235,521</b>	<b>259,770</b>	<b>263,479</b>	<b>0</b>	<b>263,479</b>	<b>12</b>
<b>OTHER</b>								
83815	FACILITIES INTERNAL SERVC CHRG	176,392	215,571	215,571	229,401	0	229,401	6
86300	TESTING	203	500	400	500	0	500	0
<b>SUBTOTAL *****</b>		<b>176,595</b>	<b>216,071</b>	<b>215,971</b>	<b>229,901</b>	<b>0</b>	<b>229,901</b>	<b>6</b>
<b>FIXED ASSET ADDITIONS</b>								
91300	MACHINERY & EQUIPMENT	0	7,000	7,000	0	0	0	100-
91301	COMPUTER HARDWARE	0	1,200	1,200	0	0	0	100-
92300	REPLCMENT MACH & EQUIP	3,900	17,850	17,850	0	0	0	100-
92301	RRPLC COMPUTER HDWR	7,525	6,125	6,125	7,000	0	7,000	14
<b>SUBTOTAL *****</b>		<b>11,425</b>	<b>32,175</b>	<b>32,175</b>	<b>7,000</b>	<b>0</b>	<b>7,000</b>	<b>78-</b>
<b>TOTAL EXPENDITURES *****</b>		<b>1,652,351</b>	<b>1,808,235</b>	<b>1,782,844</b>	<b>1,840,114</b>	<b>0</b>	<b>1,806,637</b>	<b>0</b>

Decimal values have been truncated.

P.O. Box 817  
1201 STATE ROAD O  
FULTON, MO 65251



911  
573-642-7291 COMMUNICATIONS  
573-592-2485 ADMINISTRATIVE  
573-592-2440 FAX

October 11, 2017

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

STOP-VAWA Review Panel committee members,

Thank you for the opportunity to provide feedback, via letters of collaboration, as you review many grant applications for the 2018 – 2019 STOP VAWA award. As Sheriff of Callaway County, where we have an abundant amount of domestic violence, I see firsthand the need for recourses across-the-board to deal with domestic violence, whether that is victim services or batterer intervention. As Sheriff, I am also proud of the fact this county is on the leading edge of promoting adequate domestic violence investigation and its secondary resources. It is imperative grant funding remain in-place so all programs remain in full-force.

I am urging you to maintain grant funding for the Batterers' Intervention Program in the 13<sup>th</sup> Judicial Circuit Court. Not only the program itself, but the graduated range of sanctions administered by the program has proven invaluable for holding domestic abusers accountable for their criminal behavior. In addition, I believe it has assisted offenders in modifying their behavior, which in turn has improved not only their quality of life, but also the victim's as well.

The Domestic Assault Court Coordinator also serves as the needed liaison between the Sheriff's Office and other functions of the Court. We engaged in monthly CCRT (Coordinated Community Response Team) meetings with court staff and other agencies to discuss law enforcement, court procedures, and public safety related to domestic abuse. The Domestic Assault Coordinator provides a line of communication with the Court that is not available through other avenues.

The programs currently utilized by the Court support law enforcement, hold offenders accountable, and help improve the lives of victims of domestic violence. It is my belief that the continued viability of this program can only help offenders, as well as victims of domestic violence. And, overall, it increases public safety as a whole – making our community safer.

Thank you for your attention to this.

Respectfully,

A handwritten signature in black ink, appearing to read 'Clay Chism', is written over a large, light-colored oval shape.

Sheriff Clay Chism



**True North  
Board of  
Directors**

**OFFICERS**

**Lee Russell**  
Columbia Board of  
Realtors—Retired  
President

**Mary Jo Henry**  
Drewing Automotive  
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Fresh Ideas  
Management, LLC

**Randy Coil**  
Coil Construction, LLC

**Laura Crouch**  
Crouch & Assoc., LLC

**Karen Hayes**  
Homes Detailing and  
Painting, CMS

**Shatenita Horton**  
Providence Bank

**Jack McManus**  
Deputy City Counselor  
City of Columbia

**Kelly Poor**  
Boyce & Bynum  
Pathology Laboratory

October 10, 2017

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

**STOP Review Panel:**

True North of Columbia, Inc. works with survivors of domestic violence in cases heard before the 13<sup>th</sup> Judicial Circuit Court. Our advocates meet regularly with representatives of the court, the prosecutor's office and the defense bar in working with victims of domestic violence and we support the efforts of the court to make the process of prosecuting domestic violence offenders less onerous for our clients.

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

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

Sincerely,



Elizabeth Herrem, MNM  
Executive Director



P.O. Box 1367 Columbia, MO 65205-1367

Office: (573) 875-0503

Shelter Hotline: (573) 875-1370

[www.truenorthofcolumbia.org](http://www.truenorthofcolumbia.org)



Healthier Lives Together

a Compass Health  
organization



[www.fccmo.org](http://www.fccmo.org)

Columbia Outpatient Clinic

117 N Garth Ave  
Columbia, MO 65203

October 11, 2017

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

Dear STOP VAWA Review Panel:

The purpose of this letter is to reaffirm the collaboration between Family Counseling Center (FCC) and the 13<sup>th</sup> Judicial Circuit Court.

FCC has been a service provider of the Court's batterer intervention program, Men Exploring Non-abusive Directions (MEND) since STOP VAWA funding began in 2009. Our program has been successful in decreasing recidivism among the men who complete our 27-week curriculum; the result of this collaborative effort has been a decrease in intimate partner violence in the lives of victims as well as prevention of domestic abuse for women who could become victims.

VAWA funding is critical to allow those ordered to MEND to be able to pay for services on a sliding scale, ensuring that no one is excluded from the program for financial reasons. The Court's dedication to MEND reflects the strong commitment to utilizing batterer intervention services as part of a graduated range of sanctions to hold offenders accountable for intimate partner violence.

Due to a need in the community for a similar program to serve women convicted of domestic assault, FCC began offering batterer intervention services for women offenders in 2015. Studies show that the majority of women convicted of domestic violence have been victims themselves; our program for women offenders addresses not only the offenders' use of power and control tactics in their intimate relationships, but also involves processing the trauma of domestic violence in participants' lives and safety planning. VAWA funding for the women's program ensures that these women participants have the same access to financial aid as MEND participants ordered to batterer intervention by the Court.

Additionally, FCC strongly supports the Court's continued efforts in utilizing MEND for Callaway County's domestic violence docket based on that county's rates of domestic violence incidents and the success of the MEND program in that area.

Finally, FCC strongly supports the continued funding of a Domestic Violence Court Coordinator. The existence of the Court Coordinator has significantly improved offender

Healthier Lives Together

a Compass Health  
organization



[www.fccmo.org](http://www.fccmo.org)

Columbia Outpatient Clinic

117 N Garth Ave  
Columbia, MO 65203

accountability related to MEND and has enhanced FCC's communication with the Court. The Court Coordinator also improves collaboration and productive interagency dialogue among the various members of the Coordinated Community Response to domestic violence in Boone and Callaway Counties, ensuring accountability for domestic violence offenders.

FCC values our strong working relationship with the Court as an integral part of a coordinated community response to domestic violence. We look forward to continuing and building upon that relationship for years to come.

Sincerely,

Quillen Reivich  
MEND Coordinator



October 13, 2017

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

Dear STOP VAWA Review Panel,

The purpose of this letter is to affirm the collaboration between TMT Consulting and the 13<sup>th</sup> Judicial Circuit Court.

TMT Consulting has been providing Batterer Intervention Program (BIP) services in the community since 2014. Embrace and Embrace U are 28 week programs, serving male and females, which has contributed to the success in reducing recidivism for those who complete our programs. The result has been a decrease in domestic violence for individuals, and the effects thereof, for the victim, families, and our communities.

TMT Consulting has entered into a collaborative effort with the Courts as of July 2017. Funding will enable TMT Consulting to increase the number of individuals that will be able to receive services, as well as, allow for a greater availability of services for offenders to complete a BIP successfully. Program availability, coupled with empirically based curriculum, will continue to contribute to the success and to reduce the rates of recidivism of those involved in domestic violence.

TMT Consulting is in support of continued funding for a Domestic Assault Court Coordinator. Working with the Court Coordinator has been an integral part in offender accountability and communication with TMT Consulting and the Courts.

TMT Consulting is enthusiastic about the opportunity to collaborate with the Courts and serving our community. We look forward to continued service, growth, and collaboration for the betterment of our community and the safety of victims and survivors.

Sincerely,

Tasca M. Tolson  
CADC BIP

## AGREEMENT FOR BATTERERS' INTERVENTION PROGRAM

THIS AGREEMENT, entered into by and between the 13<sup>th</sup> Judicial Circuit Court (the Court) and TMT Consulting

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

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

WHEREAS, the Court currently receives STOP grant funding for such a program for the calendars 2020 and 2021; and

WHEREAS, the EMBRACE (for men) and EMBRACE U (for women) programs provided by TMT Consulting is a batterers' intervention program within the 13<sup>th</sup> Judicial Circuit offering services for both men and women.

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

- A. TMT Consulting will make its batterers' intervention program available to individuals referred by court on the following basis:
  1. TMT Consulting will attempt to obtain initial information from a referred individual while the individual is in court at the time of referral.
  2. TMT Consulting will conduct two intake/orientation sessions per month so that individuals are enrolled in EMBRACE or EMBRACE U within 30 days of the court referral.
  3. TMT Consulting will charge each court-referred individual for treatment sessions based on a sliding scale, according to the individual's family income.
  
- B. TMT Consulting will report to the Court as follows:
  1. Once per week TMT Consulting will provide a list of individuals attending the EMBRACE OR EMBRACE U program which shows the following information:
    - a. Case number
    - b. Name
    - c. Date of intake
    - d. Classes attended
    - e. Comments regarding attendance

2. No later than the 5<sup>th</sup> of each month TMT Consulting will provide to the Court a bill that lists all clients referred by the Court, the amount they paid, and the amount being billed to the Court.
- C. The Court will pay TMT Consulting for its services based on the following assumptions:
1. The monthly payment will be based on the following formula: (total number of sessions attended by eligible defendants multiplied by \$35) minus the amount collected from defendants.
  2. The total cost of the 27-week Embrace U program is \$945.00 ((\$35 multiplied by 27 classes) including orientation).
  3. The maximum amount the Court will pay per person is \$ 675 (\$ 945.00 minus mandatory contribution of \$270 (\$10 per class)).
- D. The maximum amount of contractual services for 2020 and 2021 is \$40,000.00.
- E. Enrollment in EMBRACE U will be open-ended, with referred men beginning at the time of the first group vacancy following referral and continuing until 26 weeks of programming have been completed. Group sessions will be two hours long and will be held at a variety of times to reasonably accommodate clients.
- F. The program will be supervised by Tasca Tolson who is the owner of TMT Consulting. All facilitators and others involved in the execution of the EMBRACE/EMBRACE U programs shall be employees of TMT Consulting, not of the Court.
- G. Services will be provided at TMT Consulting located at Parkade Center (lower level) 601 Business Loop 70 Suite 110, Columbia MO 6520. All facilities are ADA accessible and accessible via public transportation.
- H. TMT Consulting will document the progress of individuals referred to the EMBRACE or EMBRACE U program, and will report to the Court information regarding success or failure of referred individuals in completing the program.
- I. TMT Consulting will maintain comprehensive liability insurance in the minimum amount of \$1,000,000 (premises and professional liability).
- J. TMT Consulting will cooperate with the Court in conducting surveys of referred individuals regarding program quality, its ability to meet the needs of the referred individuals, and recidivism. TMT Consulting and the Court will share statistical information regarding program success.

- K. TMT Consulting will accommodate any non-English speaking defendants and be responsible for any associated costs.
- L. All obligations of the Court under this Agreement which require the expenditure of funds are conditional upon availability of funds appropriated for that purpose.
- M. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.
- N. As a condition for the award of this contract in order to comply with the provisions of Sec. 285.530, RSMo, TMT Consulting shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A Work Certification Affidavit is attached hereto and made a part hereof.
- O. The agreement shall terminate on December 31, 2021, if not earlier terminated by the parties as set forth above.

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

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

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

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

**Family Counseling Center of Missouri, Inc.**

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

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

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

**BOONE COUNTY, MISSOURI**

By: Boone County Commission

ATTEST:

\_\_\_\_\_  
Dan Atwill, Presiding Commissioner

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
CJ Dykhouse, County Counselor

**AUDITOR CERTIFICATION:**

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

---

Signature	Date	Appropriation Account/Amount
-----------	------	------------------------------

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

County of \_\_\_\_\_ )  
  )ss  
State of \_\_\_\_\_ )

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

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

\_\_\_\_\_ Date

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

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

\_\_\_\_\_  
Notary Public

## AGREEMENT FOR BATTERERS' INTERVENTION PROGRAM

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

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

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

WHEREAS, the Court currently receives STOP grant funding for such a program for the calendar years 2020 and 2021; and

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

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

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

- C. The Court will pay Compass Health for its services based on the following assumptions:
1. The monthly payment will be based on the following formula: (total number of sessions attended by eligible defendants multiplied by \$40) minus the amount collected from defendants.
  2. The total cost of the 27-week MEND program is \$1,100 ((\$40 multiplied by 27 classes) plus \$20 for intake).
  3. The maximum amount the Court will pay per person is \$830 (\$1,100 minus mandatory contribution of \$270 (\$10 per class)).
- D. The maximum amount of contractual services for 2020 and 2021 is \$130,000.
- E. Enrollment in MEND will be open-ended, with referred men beginning at the time of the first group vacancy following referral and continuing until 27 weeks of programming have been completed. Group sessions will be two hours long and will be held at a variety of times to reasonably accommodate clients.
- F. Groups will be facilitated by Licensed Professional Counselors, Licensed Clinical Social Workers, or other counselors under the supervision of licensed staff. The program will be supervised by Ted Solomon, M.S., who is Director of Outpatient Services for Compass Health. All facilitators and others involved in the execution of the MEND program shall be employees of Compass Health, not of the Court.
- G. Services will be provided at Compass Health's Columbia Outpatient Clinic at 117 N. Garth Street, Fulton Outpatient Clinic at 2625 Fairway Drive and Jefferson City Outpatient Clinic at 204 Metro Drive. All facilities are ADA accessible and accessible via public transportation.
- H. Compass Health will document the progress of individuals referred to the MEND program, and will report to the Court information regarding success or failure of referred individuals in completing the program.
- I. Compass Health will maintain comprehensive liability insurance in the minimum amount of \$1,000,000 (premises and professional liability).
- J. Compass Health will cooperate with the Court in conducting surveys of referred individuals regarding program quality, its ability to meet the needs of the referred individuals, and recidivism. Compass Health and the Court will share statistical information regarding program success.
- K. Compass Health will accommodate any non-English speaking defendants and be responsible for any associated costs.



- L. All obligations of the Court under this Agreement which require the expenditure of funds are conditional upon availability of funds appropriated for that purpose.
- M. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.
- N. As a condition for the award of this contract in order to comply with the provisions of Sec. 285.530, RSMo, Compass Health shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A Work Certification Affidavit is attached hereto and made a part hereof.
- O. The agreement shall terminate on December 31, 2021, if not earlier terminated by the parties as set forth above.

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

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

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

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

**Family Counseling Center of Missouri, Inc.**

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

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

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

**BOONE COUNTY, MISSOURI**

By: Boone County Commission

ATTEST:

\_\_\_\_\_  
Dan Atwill, Presiding Commissioner

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
CJ Dykhouse, County Counselor

/

**AUDITOR CERTIFICATION:**

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

---

Signature

Date

Appropriation Account/Amount

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

County of \_\_\_\_\_ )  
  )ss  
State of \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Affiant

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Notary Public

IN THE THIRTEENTH JUDICIAL CIRCUIT COURT OF MISSOURI  
EN BANC

IN RE: BOND AND SUMMONS RETURNABLE SCHEDULE FOR BOONE COUNTY  
13-13

ORDER

Administrative Order 07-13 is repealed effective November 1, 2013.

**IT IS HEREBY ORDERED** that the Bond and Summons Returnable Schedule for Boone County as set forth below is effective immediately.

**I. ASSOCIATE DIVISION**

A. Traffic Cases

1. In traffic cases where summons is not issued, the returnable date is to be scheduled within four weeks from the date of release for appearance at 9:00 a.m. on either Tuesday or Friday traffic docket.
2. Failure to appear on summons cases should be made returnable to the next traffic docket (9:00 a.m. on Tuesday & Friday) from the date of release.

B. Domestic Violence Cases and Companion Cases

The return date shall be at 1:30 p.m. on the second Friday after the date of release.

C. Capias Warrants When No Bond Is Posted

The return date shall be the next criminal arraignment docket.

D. Bonds Posted Following Arraignment

Following arraignment, the return date is to be the next scheduled court date or, if the case is on the setting docket, the return date shall be set forth "as set by the court."

E. Capias Warrants for Probation Violation, Failure to Appear, and Failure to Pay Cases When Bond is Posted

Set the return date in the division that issued the warrant on the next available 1:30 p.m. general or arraignment docket at least 10 working days from the date the bond is posted.

F. Bond Returnable Schedule for All Other Cases

Set the return date in accordance with schedule set forth below:

<u>DAY OF RELEASE</u>		<u>RETURNABLE DATE</u>
Sunday	twenty-six days later to the fourth	Thursday
Monday	twenty-five days later to the fourth	Thursday
Tuesday	twenty-five days later to the fourth	Friday

Wednesday	twenty-seven days later to the fourth	Monday
Thursday	twenty-seven days later to the fourth	Tuesday
Friday	twenty-seven days later to the fourth	Wednesday
Saturday	twenty-six days later to the fourth	Wednesday

G. Returnable Schedule for Those Released by Summons

Set return date in accordance with the schedule set forth under Section F, above.

**II. CIRCUIT DIVISION**

A. Capias Warrants

All capias warrants issued by Circuit Divisions shall be made returnable in the Division issuing said warrant on the second law day following the arrest and posting of bond.

B. Bonds Posted Following Arraignment

Following arraignment, the return date is to be the next scheduled court date or, if the case is on the setting docket, the return date shall be set forth "as set by the court."

III. Except as hereinafter provided, if charges are not filed by the return date listed on the bond, the bondsperson shall be eligible for release from liability on the bond and any cash bond posted shall be eligible for return. However, if the arrest involves felony controlled substances, the bond shall not be eligible for release from liability or return until six months has lapsed, unless sooner ordered by the Court.

**IT IS FURTHER ORDERED** that a copy of this order be distributed to the Sheriff, Prosecuting Attorney, Public Defender and Circuit Clerk of Boone County and to the Court Administrator of the 13<sup>th</sup> Judicial Circuit.

Done this 8<sup>th</sup> day of October, 2013.

For the Court,



Jodie Capshaw Asel  
Presiding Judge

EFFECTIVE DATE: November 1, 2013.



# COORDINATED COMMUNITY RESPONSE TEAM

of Callaway County

## Memorandum of Understanding

---

### **PURPOSE**

The Coordinated Community Response Team of Callaway County collaborates to develop, implement, and enhance a uniform, comprehensive system to investigate domestic and sexual violence cases; hold offenders accountable; promote deterrence; advocate for and assist victims; interrupt the cycle of violence and its continuation from one generation to the next; and aid local and regional efforts to respond to domestic and sexual violence.

### **PARTICIPATING PARTIES**

#### **Coalition Against Rape and Domestic Violence (CARDV)**

The mission of the Coalition Against Rape and Domestic Violence (CARDV) is to advocate for and provide support to individuals in Callaway County who have been affected by domestic violence or sexual assault. We strive to empower individuals to make choices that will promote their personal safety, well-being, and self-sufficiency.

#### **Callaway County Prosecuting Attorney**

The Callaway County Prosecuting Attorney promotes justice and protects the people of Callaway County and the State of Missouri by aggressively and fairly prosecuting those who violate the law.

#### **Callaway County Sheriff's Office (CCSO)**

The Callaway County Sheriff's Office exists to serve all people with respect, fairness, and sensitivity. CCSO is committed to the prevention of crime and the protection of life and property; the preservation of peace, order, and safety; the enforcement of laws, and the safeguarding of a citizen's constitutional guarantees. CCSO fosters an arena of communication and compassion through a positive customer service approach.

#### **Fulton Police Department (FPD)**

The Fulton Police Department's mission is to provide quality public service based on high ethical and professional standards. This mission can only be attained through a sincere commitment to public service. This mission includes being both responsive and responsible to the public FPD serves.

#### **Holts Summit Police Department**

The mission of the Holts Summit Police Department is to efficiently provide quality police service to the community by promoting a safe environment through a police-citizen partnership, with an emphasis on mutual trust, integrity, fairness, and professionalism.



## COORDINATED COMMUNITY RESPONSE TEAM

of Callaway County

### **Circuit Clerk's Office - Family Court Division**

The office of the Circuit Clerk receives, processes, and files all records relating to the courts; collects and disperses all monies relating to the court; and enters all cases into a state computerized database. The Family Court jurisdiction extends to controversies and matters needful of solution among members of a family, such as, but not limited to, orders of protection, dissolutions, and custody.

### **Fulton Community Supervision Center**

The Missouri Board of Probation and Parole, as an essential part of the criminal justice system, provides professional assessment and release of offenders and their supervision in the community, using appropriate treatment, sanctions, and controls, with the primary consideration being the promotion of public safety.

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

The 13th Judicial Circuit's Domestic Violence Program consists of the specialized domestic violence dockets; the utilization of MEND, a batterers' intervention program, as part of a graduated range of sanctions for offenders; and the Domestic Assault Court Coordinator, a court employee dedicated to the domestic violence dockets, who tracks and reports on MEND participants as well as all domestic cases, acts as a liaison to domestic violence docket stakeholders, and assists with the processing of domestic violence cases.

### **Men Exploring Nonviolent Directions Program**

The objectives of Family Counseling Center's batterer intervention program, Men Exploring Nonviolent Directions (MEND) help men identify goals to reach a non-violent lifestyle; identify abusive behaviors and their own pattern of abuse; explore the intent of abusive behavior and the belief system that supports those behaviors; understand the connection of painful and negative feelings to beliefs about women's and men's roles; identify the function and extent of member's minimizing, denying or blaming; fully explore the impact of violent behaviors on partners, children and class members; and identify and practice non-abusive behaviors.

## **ROLES AND RESPONSIBILITIES**

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

**Coalition Against Rape and Domestic Violence (CARDV) agrees to:**

- A. Maintain a 24-hour help line/telephone service to provide information to callers regarding services and options available to victims of domestic violence or sexual assault.
- B. Offer the following in-person services to victims of intimate partner violence or sexual assault through staffing of, at minimum, one victim advocate 24 hours a day:
  - a. Crisis intervention and safety planning
  - b. Assistance completing orders of protection
  - c. Support and assistance throughout the civil or criminal court process by accompanying victims to court, advocating on their behalf when appropriate,



## COORDINATED COMMUNITY RESPONSE TEAM

*of Callaway County*

- and facilitating communication with law enforcement—notably the domestic violence investigator—and the judicial system (with written consent of victim)
- d. Medical advocacy and emergency room accompaniment
  - e. Emergency temporary shelter (hotel placement), when appropriate
  - f. Case management
- C. In emergent situations, make immediate contact with the victim within one hour of notification by Law Enforcement or the Circuit Clerk's Office in order to provide support and assistance to help the victim explore options for resolution of the individual's self-defined needs.
  - D. Respond to follow-up referrals made by CCRT members within 24 hours (with written consent of victim)
  - E. Support the victim in reporting acts of domestic violence or sexual assault
  - F. Facilitate the exchange of information relevant to the case as desired by the victim
  - G. Assist in and provide training to local law enforcement and other criminal justice agencies on the issue of domestic and/or sexual assault
  - H. Refer those interested in batterers' intervention to the MEND program
  - I. Provide in-kind contribution to the Domestic Violence Investigator position through funding a cellular phone plan
  - J. Communicate victims' concerns regarding offender compliance with terms of probation (with written consent of victim)
  - K. Collaborates with all participating parties by organizing monthly CCRT meetings

**Law Enforcement Agencies (Callaway County Sheriff's Office, Fulton Police Department, Holts Summit Police Department) agree to:**

- A. Establish procedures for new deputies/officers to:
  - a. Learn about the nature and dynamics of domestic and sexual violence
  - b. Make site visits to CARDV as a part of orientation
- B. Establish procedures for deputies/officers responding to domestic or sexual assaults to:
  - a. Provide information and resources included in the Domestic Violence Packet
  - b. Ask victims if they would like the deputy/officer to call a CARDV advocate to meet at the CARDV office, police station, or sheriff's office
- C. Assign offenses of intimate partner abuse to the Domestic Violence Investigator who will:
  - a. Review non-criminal offenses and enter incident information and statistics into records
  - b. Follow up with and investigate criminal intimate partner violence offenses, as applicable
    - i. In investigatory process, complete a CARDV referral form if the victim would like to be contacted by an advocate

**Callaway County Prosecuting Attorney agrees to:**

- A. Review any law enforcement referral as soon as practicable





## COORDINATED COMMUNITY RESPONSE TEAM

*of Callaway County*

- B. Employ a full-time Victim Resource Coordinator to:
    - a. Initiate contact with victims as soon as possible and provide all notifications as required by state statute and the Missouri Constitution
    - b. Serve as the primary liaison between prosecutors and the victim
    - c. Work with prosecutors to ensure that victims' rights are observed
    - d. Refer victims to state and community based services for specific needs (i.e. financial, medical, therapeutic)
    - e. Assist victims with documentation for restitution requests
    - f. Offer victim the opportunity for case coordination with community advocates from CARDV
  - C. Meet with victims prior to the victim offering testimony and upon the victim's request when practicable
  - D. Maximize continuity of involvement by individual prosecutors/paralegals in the handling of cases through vertical prosecution
  - E. Provide victims with information regarding the rights provided to them by state statute and the Missouri Constitution
  - F. Seek to enforce defendants' bond conditions that relate to victims through motion practice
  - G. Ensure that victims are provided notifications of hearings, and their right to be heard, pursuant to state statute and the Missouri Constitution
  - H. Make reasonable efforts to seek input from the victim about the disposition of a case prior to making a plea recommendation
  - I. Seek to expedite the disposition of DV cases by utilizing Domestic Violence Court dockets
  - J. Hold offenders accountable through appropriate sentencing recommendations that take into account the victim's input
  - K. Seek to deter recidivism by recommending mandatory participation in the MEND batterers' intervention program
  - L. Seek to enforce defendants' probation conditions that relate to victims through motion practice
  - M. Provide training to law enforcement officers regarding domestic violence related investigations and/or changes in domestic violence law as requested by agency heads or as deemed necessary
  - N. Collaborate with all participating parties by attending monthly CCRT meetings as is practicable
- 13<sup>th</sup> Judicial Circuit Court, through the Domestic Assault Court Coordinator, agrees to:
- A. Assist the court by monitoring and tracking defendants who are ordered to MEND, as well as domestic violence cases in general.
  - B. Track recidivism rates for MEND graduates and MEND participants who do not complete the program
  - C. Ensure that defendants engage in MEND by the dates ordered by the judge



# COORDINATED COMMUNITY RESPONSE TEAM

*of Callaway County*

- D. Educate stakeholders of the domestic violence docket of grant requirements and recidivism rates for domestic violence programs like MEND

**Men Exploring Non-violent Directives (MEND) Program agrees to:**

- A. Provide batterer intervention services
- B. Develop MEND program referral procedures specific to each member of CCRT

**Circuit Clerk's Office agrees to:**

- A. Provide appropriate assistance and support to victims of domestic or sexual violence
- B. Refer qualifying victims of intimate partner violence or sexual assault to CARDV
- C. Issue copies of protective orders to CCRT member agencies who are interested parties in the case
- D. Provide CARDV with probable cause statements upon request to expedite the Crime Victims' Compensation application process

**Fulton Community Supervision Center agrees to:**

- A. Educate the CCRT members on policies and procedures for offender supervision
- B. Provide education on the nature and dynamics of domestic and sexual violence to probation officers
- C. Work with CCRT members to address victims' safety

## **CONFIDENTIALITY**

Each member of CCRT is governed by different confidentiality policies and statutes. As a result, all parties will continually define and clarify confidentiality issues that arise as a result of collaboration.

## **COMMITMENT TO PARTNERSHIP**

**The CCRT members further agree to:**

- A. Attend and meaningfully participate in monthly CCRT meetings
- B. Contribute to meeting agenda items
- C. Represent the vantage point of your discipline, or profession, to the team
- D. Educate other team members about the parameters of your job and agency
- E. Share the expertise of your training with the team
- F. Take information and questions from team meetings back to your agency
- G. Seek ways to make the system work for the victim, not make the victim work for the system
- H. Develop and implement policies to:
  - a. Strengthen law enforcement, civil, and criminal justice response to domestic violence and sexual assault
  - b. Increase utilization of services available victims of domestic and sexual violence
  - c. Increase utilization of batterer intervention programs



## COORDINATED COMMUNITY RESPONSE TEAM of Callaway County

- d. Develop and implement collaborative community-based systemic programs to address domestic violence against women
  - I. Work toward building consensus on the team
  - J. Demonstrate commitment to ending violence by supporting/participating in Domestic Violence Awareness Month (October) and Sexual Assault Awareness Month (April)

### **SUPPORT OF PARTICIPATING PARTIES**

The participating parties recognize the importance of each member of the CCRT, as without the aforementioned contributions of each participating party, safety of victims of domestic violence and/or sexual assault would be compromised. Each member of the CCRT is essential for implementing and enhancing a system that investigates domestic and sexual violence cases; holds offenders accountable; promotes deterrence; advocates for and supports victims; interrupts the cycle of violence and its continuation from one generation to the next; and aids local and regional efforts to respond to domestic and sexual violence.

Participating parties acknowledge that this memorandum of understanding represents each party's support of the following 2016-2017 grant cycle applications:

- CARDV: 2018-2019 State Services for Victims Fund (SSVF)
- CARDV: 2018-2019 Victims of Crime Act (VOCA)
- CARDV: 2018-2019 Sexual Assault Services Program (SASP)
- CARDV: 2018-2019 STOP Violence Against Women Grant (VAWA)
- Callaway County Sheriff's Office: 2018-2019 STOP-VAWA
- 13<sup>th</sup> Judicial Circuit Court: 2018-2019 STOP-VAWA

Participating parties recognize that this is a living document that may be amended to reflect changes in the collaboration. The CCRT will reexamine the MOU annually.




# COORDINATED COMMUNITY RESPONSE TEAM


of Callaway County

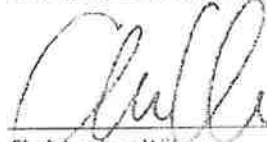
## ACCEPTANCE

The participating parties agree to work together to implement all terms listed in this MOU to collaborate, to maintain communication, and to ensure accountability to the community through this agreement.


We, the undersigned individuals, herein express our support of the Memorandum of Understanding executed on February 5, 2017, and our continued dedication to the CCRT.

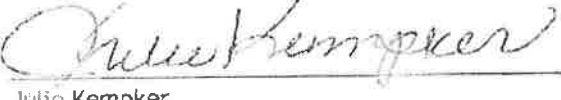
  
Tyler Rieke  
Executive Director, CARDV


  
Clay Chism  
Sheriff, Callaway County


  
Christopher Wilson  
Callaway County Prosecuting Attorney


  
Steve Myer  
Chief of Police, City of Fulton

  
Judy Groner  
Circuit Clerk-Callaway County, 13<sup>th</sup> Judicial Circuit

  
Julie Kempker  
Chief State Supervisor, Probation and Parole

  
Quillen Reivich  
Program Coordinator, MEND

  
Sue Crane  
Circuit Judge, 13th Judicial Circuit

  
Kyle McIntyre  
Chief of Police, City of Holts Summit

# Memorandum of Agreement

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

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

## SAFETY AND DIGNITY

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

All victims of domestic and sexual violence deserve to be treated with dignity and respect. True North of Columbia provides emergency shelter for victims of domestic violence in Columbia, Missouri and the surrounding mid-Missouri area. Highly trained professional and volunteer staff members are available twenty four hours a day, seven days a week to address the issues of domestic violence. Emergency shelter, counseling, advocacy, and referral service to other agencies are some of what is provided by True North. Additionally, True North has a twenty four hour hotline with an advocate system for both court and non-court related issues. In addition, as a member of the DOVE Unit,

True North provides a victim advocate who serves as an active member, coordinating on-going service delivery for victims working with/through the legal and judicial systems. In addition, True North provides advocates who can be on-site during the immediate aftermath of a domestic violence incident, freeing law enforcement officials to focus on building a case while ensuring the victim receives immediate crisis intervention and aftercare. These advocates, too, are a part of the DOVE Unit. This close, cooperative relationship allows for immediate response to selected calls of domestic violence. This collaborative effort provides twenty four hour assistance in obtaining Orders of Protection and all services provided (directly or indirectly) are done so to ensure the safety and dignified treatment of domestic violence survivors.

## BALANCING THE SYSTEM

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

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

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

## RESPONSE AND INVESTIGATION

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

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

## PROSECUTION AND COURTS

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

The Boone County Prosecutor's Office has three assistant prosecuting attorneys assigned to the Domestic Violence Enforcement Unit. Having three attorneys dedicated to domestic violence prosecution enables us to increase victim contact and expedite the disposition of these cases in the Boone County judicial system. Once abusers are identified it is crucial that they be dealt with effectively and efficiently. The Domestic Violence Enforcement Unit prosecution component provides direction on handling

offenders and ensures that cases are managed in a consistent and appropriate fashion. With the implementation of the Domestic Violence docket in Boone County in September 2008, domestic violence cases have been given the utmost priority. This includes a quicker return date on bonds (10 days), expedited settings for preliminary hearings, and consolidation of the cases on four distinct dockets with one judge and a set group of prosecutors and public defenders. The expedited court process improves the level of service to victims of domestic violence and ensures that offenders begin serving a jail sentence or treatment in a timely fashion. The addition of a domestic assault court coordinator (DACC) has been vital to the court's ability to concentrate on cases involving domestic violence. This person serves as the court's liaison to prosecutors, defense counsel, and law enforcement, and aids in the efficient adjudication of domestic violence cases. The DACC is especially critical to the implementation and monitoring of the court's batterers' intervention program, MEND.

#### DOMESTIC VIOLENCE ENFORCEMENT UNIT GOAL

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

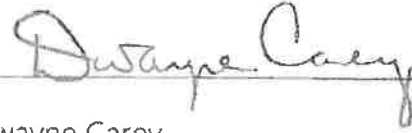
Through the STOP Violence Against Women Grant funding, DOVE partnerships have strengthened the law enforcement and criminal justice system's response to domestic violence targeting women, and have increased the utilization of services available to women who are victims of domestic violence and have enabled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

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





Daniel K. Knight  
Boone County Prosecuting Attorney



Dwayne Carey  
Sheriff, Boone County



Ken Burton  
Chief of Police, Columbia



Elizabeth Herrera  
Executive Director  
True North of Columbia, Inc.



Christy Blakemore  
Circuit Clerk, Boone County

Date: May, 2017



**THE DOVE UNIT**  
**PROCEDURAL PROTOCOLS**

Developed and Implemented August, 2003

Reviewed and Updated September, 2017

**COLUMBIA POLICE DEPARTMENT & BOONE COUNTY SHERIFF'S DEPARTMENT**

**A. PROTOCOL FOR DETECTIVE RESPONSE INVESTIGATING CRIMES OF DOMESTIC VIOLENCE**

1. Investigators are responsible for obtaining initial domestic violence reports with the following guidelines:
  - Reporting officers will complete all preliminary reports by the end of their tour of duty.
  - Columbia Police investigators will receive all domestic violence related incidents on the next business day after the incident occurs or within no more than two business days.
  - Boone County Sheriff's Department investigators will receive all domestic violence related incidents where a criminal violation occurred on the next business day after the incident occurs or within no more than two business days.
  - Investigators will receive all other domestic violence incidents where no known criminal violation occurred (verbal argument only) within four business days.
  - The investigator will receive the reports through their supervisor or records department after the case has been assigned to them.
  - When the investigator receives the cases, they check the agencies record system for any domestic violence related incidents with the subjects before making contact with the victim.
  - When the investigator receives a report of domestic violence, said report will be made available to the victim advocate.
2. After reviewing the original report, the investigator will attempt to contact the victim within two business days of receiving said report.
  - When the investigator contacts the victim, the investigator will obtain as much information from them about the incident, and if any abuse has occurred since the police were last in contact with them.
  - The investigator will obtain information on previous reported or unreported incidents of abuse, whether the victim has left the abusive relationship or has chosen to stay.
  - The investigator will ask about injuries sustained during the incident.
3. Cases of high lethality may require an investigator's immediate response.
  - The investigator will assist the responding/reporting officer in the investigation of the incident, apprehension of the suspect, interview of the victim, provide information for obtaining an Order of Protection, and attempt to increase the suspect's bond if appropriate.
  - Investigator will put the victim in communication with the advocate, if the victim chooses. If the victim refuses, the investigator will provide the advocate with the victim's information for contact attempts by the advocate.

4. For criminal offenses, in person or telephone contact is to be attempted in all cases by the investigator.
  - If injuries occurred during the incident, in person contact should be the priority in order to properly photograph or re-photograph the injuries.
  - In the course of speaking with the victim, the investigator will try to obtain a written statement from the victim about the crime that had occurred.
  - The investigator will inform the victim that the State of Missouri, not the victim is pressing charges against the abuser.
5. Contact with the victim may include in-person, telephone or written notification
6. In person contact may be indicated when:
  - Follow up photos must be taken of visible injuries.
  - Medical release form must be obtained.
  - Multiple cases with the same victim.
  - When requested by a team member.
  - Investigator has been unable to make contact by other means.
7. Investigator will perform follow-up investigations which include interviewing the victim, suspect, or witness.
8. Investigator may be responsible for performing additional investigation at the request of the assistant prosecuting attorney.
9. Investigators are responsible for evidence collection including the following;
  - Follow-up photographs.
  - Copies of 911 or jail tapes.
  - Medical record release forms.
  - Signed or written statements.
  - Any other pertinent detectable physical evidence.
10. Upon completion of follow-up investigation the investigator will complete a written report of said investigation and provide a copy of that report to their immediate supervisor and the prosecuting attorney's office within three business days.
  - After-hours investigations of high lethality incidents, the investigator will make contact with the on-call prosecutor to obtain a higher bond, if appropriate.
11. Investigator may attend ex parte hearings on an as-needed basis or as requested by the team member or the victim.
  - This purpose would be to contact a victim who would otherwise be difficult to contact or to provide support/security of the victim.
12. Investigator is required to facilitate, conduct and/or participate in domestic violence training sessions between law enforcement, advocates or others.
  - Participation between all team members is vital to the success of the training of local law enforcement and advocates. That participation exemplifies a coordinated domestic violence response in our community.

13. Investigator will be required to contribute to community awareness presentations or participate in panel discussions.

- These are important for the success of the unit and all members are expected to provide support for these events.

14. Investigator must be able to work as part of a team, a coordinated response to domestic violence.

- Investigators will continue to build partnerships with other agencies in the fight against domestic violence.
- These relationships are ever-changing as we discover new ideas and ways to assist one another.

15. Investigator is required to keep statistical data on domestic violence.

- Every criminal case assigned to an investigator is entered into a database developed to track various information pertaining to domestic violence cases the unit works.
- Data collection includes but not limited to the following.
  - race of victim
  - age of victim
  - gender of victim
  - relationship of victim to abuser
  - type of violence
  - location of incident (urban or rural)
  - prior domestic violence suspect
  - prior domestic violence victim
  - prior incidents with same victim/suspect
  - ex parte obtained
  - children present at scene
  - suspect arrested at scene
  - language spoken by victim
  - gender of suspect
  - 911 tape for evidence
  - ethnicity of victim
  - warrant applied for arrest of suspect
  - weapons involved during incident
  - warrant applied for arrest of suspect
  - level of injury to victim
  - drug/alcohol use by suspect or victim
  - special needs of victim
  - photographs taken at scene
  - photographs taken by follow-up investigator
  - method used to contact victim
  - race of suspect

**\*Sections 16,17,18 are handled slightly differently between Columbia Police Department (CPD) and the Boone County Sheriffs Department (BCSD) as outlined below:**

16. (CPD) Members of the Family Services Unit will address child abuse incidents when they are related to domestic violence.

16.(BCSD) The investigator will address child abuse incidents related to domestic violence by referral to a child abuse investigator.

17.(CPD) Members of the Family Services Unit will support each other in the investigation of all violence against women incidents to include:

- Rape
- Sexual Assaults
- Stalking
- Domestic Violence
- Property Damage

17. (BCSD) The investigator will provide support for investigations involving crimes against women including, but not limited to:
  - Rape
  - Sexual Assaults
  - Stalking
  - other criminal offenses as a result of an intimate relationship.
18. (CPD) Members of the Family Services Unit will provide records of their time spent on working domestic violence investigations that will be approved by the supervisor and provided to the Department of Public Safety.

## TRUE NORTH OF COLUMBIA, INC.: FOR DOMESTIC VIOLENCE VICTIMS

### B. DOVE VICTIM ADVOCATE PROTOCOLS

1. The DOVE Victim Advocate is responsible for reviewing CPD/BCSD Domestic Violence reports (FFR and Offense) within 24 hours after the detective makes the report available.
2. The DOVE Victim Advocate will attempt to contact victim within 48 hours of reviewing the detective's report. This communication may be by letter, telephone, home visit with an accompanying detective, or in-person meeting somewhere other than the victim's home.
3. Home visits are performed at the request of the victim or DOVE Unit member when there is a concern or reason to do so.
4. The DOVE Victim Advocate will provide victims with information regarding shelter services, safety planning, community resource information, and information regarding civil orders of protection or other basic court information.
5. The DOVE Victim Advocate will meet with survivors to provide DV101 education session when amenable to victim.
6. The DOVE Victim Advocate will assist with "case management" on an as-needed or as-appropriate basis if the service assists the crime victim in working toward a life free from violence. This includes advocacy with other community agency members and community resources.
7. The DOVE Victim Advocate will refer victims to and work with the Prosecutor's Victim Specialist when appropriate – particularly in assisting with crime victim's compensation applications and researching the status of the criminal case against the abuser.
8. The DOVE Victim Advocate will attend full order hearings on the request of the victim, or will assist with arranging court advocacy through The Shelter CAP program. (If the DOVE Victim Advocate deems it appropriate, he/she may offer The Shelter services information to victims met at full order hearing.)
9. The DOVE Victim Advocate will attend Unit meetings on a regular basis. If the advocate cannot attend, he/she will contact the agency supervisor to find a replacement.

10. The DOVE Victim Advocate will provide DOVE Unit members with domestic violence information and will assist in facilitating DOVE Unit education presentations involving shelter volunteers, law enforcement personnel and community members.
11. The DOVE Victim Advocate will keep ongoing information regarding DOVE clients for two months. If no contact has been achieved by this time, the information will be filed.
12. The DOVE Victim Advocate will maintain ongoing communication with other Unit members
13. The DOVE Victim Advocate will attempt to prioritize cases on basis of potential lethality, repeated law enforcement response to the same victim, weapons, involved/available, level of injury, threats to kill or commit suicide, etc.
14. The DOVE Victim Advocate will implement and adhere to the protocol accountability structure established by the Unit.
15. The DOVE Victim Advocate will assist the Unit in providing appropriate feedback to criminal justice systems' personnel when commendation or criticism is warranted.
16. The DOVE Victim Advocate will send evaluations to all victims with whom he/she has been able to establish contact at least quarterly.

### C. FIRST RESPONDER VICTIM ADVOCATE PROTOCOLS (True North)

#### Procedure for Call Out

When a police officer has information that the incident to which they are responding involves Intimate Partner Violence (IPV) they are to contact (a) the First Responder Advocate (FRA) directly or (b) contact the Station Master to have a call made to the FRA. The FRA will be provided with the following information (by an officer or the Station Master) while officers are en route or on scene:

1. The location of the incident
2. Whether the FRA should "stage" (stand by in the area) or respond directly to the scene
  - a. If the FRA is "staging," an officer at the scene or the Station Master will call the FRA when it is safe to enter the scene
3. The nature and circumstances of the call, the names of the people involved, and the type of offense(s) alleged or suspected
4. Information, if available, about special needs or requirements for the FRA response, such as bringing car seats, transportation for the victim, Limited English Proficiency documents, etc.
5. Any other considerations for how the FRA's discretionary response would benefit or hinder the ongoing police investigation

**The FRA will offer services at the scene under the following conditions:**

1. The FRA will begin the interaction with the victim at the discretion of the officer at the scene

2. The FRA will only remain at the scene if an officer is present for security
3. The FRA will not hinder or otherwise obstruct officers' investigations for the purpose of offering victim services
4. The FRA will offer victim services at True North if it is not feasible to speak with a victim at the scene

**Crisis Intervention Duties of the First Responder Advocate (FRA):**

1. Perform Safety Assessment with victim
2. Determine if victim meets requirements to stay at the True North Shelter
3. Explain ex-parte orders of protection and the process to obtain them
4. Exchange contact information with victim for coordination of services with the daytime DOVE Advocate
5. Describe and define for the victim the services that are available through True North.

**BOONE COUNTY PROSECUTING ATTORNEY'S OFFICE**

**D. DOVE PROSECUTING ATTORNEY PROTOCOLS**

1. Review investigative reports as soon after receipt as possible.
2. If additional information is needed before the filing decision can be made, request the appropriate officer to conduct follow up investigation;
3. Insure that investigative members of the DOVE Unit clearly understand exactly what the follow-up request is and why the request is being made;
4. Make contact with the victim via PA investigator, victim advocate or personally prior to filing seek victim's input and to evaluate the filing decision;
5. Make filing decisions in a timely fashion to avoid compromising victim safety;
6. If there is a good faith basis for a charge, err on the side of filing charges;
7. Filing decision shall be based on whether there is sufficient evidence to get a conviction and the victim's input. A victim's unwillingness or inability to assist is an issue for consideration but not an exclusion to filing charges in the appropriate case;
8. Request bond amounts higher than pre-set bonds when appropriate to further victim safety, for instance, do not hesitate to request a \$30,000 bond with condition no contact with the victim even when the charge is misdemeanor assault in a case where the facts warrant such a request;



9. Post filing, contact victim when practicable to develop rapport, assessing ongoing safety concerns, and assist victim in understanding outcome options and gain further factual education;
10. Insure that discovery and consistent, appropriate recommendations are promptly sent to defense counsel;
11. Move cases to final disposition as expeditiously as possible;
12. Attend DOVE Unit meetings and be prepared to discuss cases, explain rationale for decisions and freely express ideas on how to improve our work product;
13. Provide training to law enforcement and other agencies involved in protecting and serving victims of domestic violence;
14. Stay current on the law and update members of the DOVE unit on new legislative developments;
15. Attend training and maintain progressive approach to domestic violence prosecution.

#### **E. DOVE VICTIM ADVOCATE PROTOCOLS - BCPA**

The Prosecuting Attorney's Victim Advocate will attempt to do the following when practicable:

1. Review law enforcement reports or case files, and, within 24 hours, attempt to contact victims regardless of severity of crime.
2. During phone contact the Victim Advocate will assess the victim's:
  - a. Safety
  - b. Severity of injury/trauma (medical release, CVCF)
  - c. Level of support (family, community, DOVE Unit Contact)
  - d. Level of Criminal Justice System knowledge
  - e. Need for immediate face-to-face contact.
3. Document all contacts in the case file and follow-up with the designated prosecuting attorney or DOVE Unit member (if necessary) and inform the victim of potential plea options.
4. Meet with the victim face-to-face to provide Criminal Justice System education/preparation, emotional support, court accompaniment, and referral to community supports.
5. Respond within a reasonable time to any other victim request.
6. Upon case disposition, send closing letter and Victim Services Survey with self-addressed stamped envelope.
7. Attend all DOVE Unit meetings and prepare list for case review.

#### **F. PROPOSED DOVE INVESTIGATOR PROTOCOLS – BCPA**

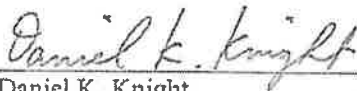
The Prosecuting Attorney's DV Investigator will be responsible for the following:

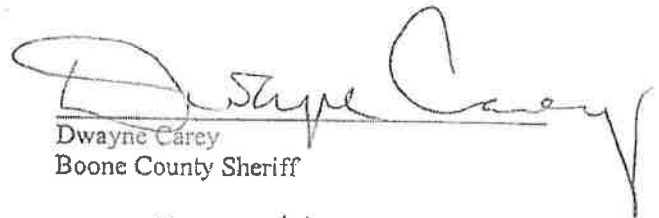
1. Obtaining initial domestic violence reports with the following guidelines:


- Review all domestic violence related incidents on the next business day after the report is received from law enforcement or within no more than two business days.
  - Search Karpel case management system for any domestic violence related incidents with the subjects and communicate with the DV victim specialist before making contact with the victim.
2. After reviewing the original report and within two business days of its receipt, investigator will coordinate with the assigned victim advocate to:
    - Obtain supplemental information about the crime and assess ongoing safety needs.
    - Review and gather additional information regarding the history of abuse (reported or unreported).
    - Conduct follow up investigation regarding victim's physical injuries.
  3. Cases of high lethality may require an investigator's immediate response.
    - The investigator will assist the responding/reporting officer in the investigation of the incident, interview of the victim, provide information for obtaining an Order of Protection, and attempt to increase the suspect's bond if appropriate.
  4. For criminal offenses, in person or telephone contact is to be attempted in all cases by the investigator and in collaboration with the victim advocate.
    - If injuries occurred during the incident, in person contact should be the priority in order to properly photograph or re-photograph the injuries.
    - The investigator will inform the victim about their rights as a crime victim and how to exercise those rights.
  5. Contact with the victim may include in-person, telephone or written notification. In person contact may be indicated when:
    - Follow up photos must be taken of visible injuries.
    - Medical release form must be obtained.
    - Multiple cases with the same victim.
    - When requested by a team member.
    - Investigator has been unable to make contact by other means.
  6. Investigator will perform follow-up investigations which include interviewing the victim, or witness.
  7. Investigator may be responsible for performing additional investigation at the request of the assistant prosecuting attorney.
  8. Investigators are responsible for evidence collection including the following;
    - Follow-up photographs.
    - Copies of 911 or jail tapes.
    - Medical record release forms.
    - Signed or written statements.
    - Any other pertinent detectable physical evidence.
  9. Upon the conclusion of follow-up investigation, the investigator will complete a written report of the investigation, scan a copy of that report into Karpel, and notify the prosecuting attorney and the victim advocate that the report is completed within three business days.


10. Investigator may attend ex parte hearings on an as-needed basis or as requested by the team member or the victim.
  - This purpose would be to contact a victim who would otherwise be difficult to contact or to provide support/security of the victim.
11. Investigator is required to facilitate, conduct and/or participate in domestic violence training sessions between law enforcement, advocates or others.
  - Participation between all team members is vital to the success of the training of local law enforcement and advocates. That participation exemplifies a coordinated domestic violence response in our community.
12. Investigator must be able to work as part of a team, a coordinated response to domestic violence.
  - Investigators will continue to build partnerships with other agencies in the fight against domestic violence.
  - These relationships are ever-changing as we discover new ideas and ways to assist one another.
13. Investigator is required to enter case information into Karpel case management system.

These protocols have been reviewed and approved by DOVE Unit agency supervisors.

  
Daniel K. Knight  
Boone County Prosecuting Attorney

  
Dwayne Carey  
Boone County Sheriff

  
Ken Burton  
Chief of Police, Columbia Police Department

  
Elizabeth Herrera  
Executive Director, True North of Columbia, Inc.

  
Christy Blakemore  
Boone County Circuit Clerk



## Office of the Boone County Prosecuting Attorney

705 E Walnut – Courthouse  
Columbia, Missouri 65201

### Victim Response Team

PHONE (573) 886-4100  
FAX (573) 886-4148

State of Missouri v.  
Case Number:

Dear

Please be advised that our office has filed charges of CHARGES on the above-named defendant. You have been identified as a victim in the above referenced case. As a crime victim, you have a critical role in our efforts to prosecute the alleged offender and you may be subpoenaed to testify in court. I am a member of the Boone County Prosecuting Attorney's Victim Response Team, which is dedicated to the needs of crime victims. The prosecution of a criminal case can be a frustrating and lengthy process. I will assist you in dealing with your questions, concerns, and expectations. I can be reached at (573) 886-4100.

As a crime victim you have the right to:

- Be present at all criminal justice proceedings at which the defendant has such right
- Be informed and heard at guilty pleas, bail hearings, sentencing hearings, probation revocation hearings, and parole hearings
- Be informed of trials and preliminary hearings
- The speedy disposition and appellate review of cases
- Reasonable protection from the defendant or any person acting on behalf of the defendant
- Information concerning the release, escape, recapture or death of the accused while in custody or confinement (please contact the Boone County Sheriff's Department at 573-875-1111 to request notification of when the defendant posts bond, is released or escapes from custody)
- Information about how the criminal justice system works, the rights and availability of services, and information about the crime
- Make a verbal or written victim impact statement regarding the impact of the crime, which will be heard at sentencing

If you were the victim of a violent crime, you may qualify for reimbursement of medical or counseling expenses through Crime Victims' Compensation Program. Applications are available through this office.

Restitution is compensation paid to a victim by the offender for financial losses suffered as a result of the crime. As a victim of crime, you have the right to request reimbursement for expenses. Restitution must be ordered by the Court as a condition of the defendant's sentencing.

It is your responsibility to provide the Prosecuting Attorney's Office with documentation relating to your losses. Supporting documentation may include: medical bills, estimates for stolen or damaged property, insurance claims, or any other information to substantiate your loss. If you have questions about what expenses may qualify for reimbursement, please contact a member of the Victim Response Team. Please use the form provided in this packet to inform us of your loss. It will be necessary for you to submit proof of your financial loss within 30 days of the date of this letter.

For more information please visit our website at:  
<http://showmeboone.com/PA/VictimServices>

If you change your address or phone number, please notify the Boone County Prosecutor's Office, Victim Response Team at 573-886-4100. You can also update your address by going to our website <http://showmeboone.com/PA/VictimServices>.

Given the large number of pending cases, it may not be possible to keep you informed of every court date. Please do not hesitate to contact me at (573) 886-4100 if you have any questions or would like to know the status of your case. Information pertaining to your criminal case is also available through the Missouri State Courts automated case management system. You can access casenet using the following link: <https://www.courts.mo.gov/casenet/base/welcome.do>. Again, I am available to assist you with any concerns you may have. Thank you for your cooperation.

Sincerely yours,

Boone County Prosecuting Attorney's Office  
Victim Response Team  
705 E. Walnut St.  
Columbia, MO 65201  
Fax (573) 886-4148

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

5th

day of

November

20 19

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 Notice of Interest (NOI) by Boone County Emergency Management Operations for Hazard Mitigation Grant Program (HMGP) funds from the Federal Emergency Management Agency.

Done this 5th day of November 2019.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*

Fred J. Parry  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner

The Boone County Office of Emergency Management is requesting Hazard Mitigation Grant Program (HMGP) funds from the Federal Emergency Management Agency to elevate a section of Claysville Road to provide access to a home and business during times of high water and flooding. According to estimations provided by Road and Bridge, the county's share of this work will be approximately \$13,441.61, with a total project cost of \$53,766.44.

The key purpose of the Hazard Mitigation Grant Program is to enact mitigation measures that reduce the risk of loss of life and property from future disasters. Hazard mitigation includes long-term efforts to reduce the impact of future events. There are several benefits of the HMGP including, but not limited to improving resiliency, reducing the impact of future events, and providing a long-term solution to reoccurring issues. HMGP funding is limited; therefore, not all projects may be selected.

# HMGP NOTICE OF INTEREST (NOI)

(This is not an Application – an NOI is considered valid for two year from the date of submission.)

<b>Interested Sub-applicant Information</b>	
<b>Date:</b> 10 October 2019	<b>County:</b> Boone County
<b>Name of Interested Sub-applicant:</b> Boone County	
Congressional District: 4	
<b>Type of Interested Sub-applicant:</b> County Government	
State Tax Number: 14261260	
Federal Tax Number: 43-6000349	
<b>Federal Employer Identification Number (EIN):</b> 43-6000349	
DUNS Number: 073-755977	
<b>NFIP Member? Yes</b>	
<b>Currently in Good Standing? Yes</b>	
Years in NFIP: 36	
NFIP Identification Number: 290034B	
Delinquent on any Federal debt?: No	
<b>Point of Contact Information</b>	
Title: Director of Road and Bridge	
First Name: Greg	
Last Name: Edington	
Agency/Organization: Boone County	
Address 1: 801 E. Walnut	
Address 2:	
City/State & ZIP: Columbia, MO 65201	
Phone: 573-554-2226	
Fax: 573-875-8515	
E-mail Address: gedington@boonecountymmo.org	
<b>Alternate Point of Contact Information</b>	
Title: Mitigation and Recovery Specialist	
First Name: Haley	
Last Name: Campbell	
Agency/Organization: Boone County Office of Emergency Management	
Address 1: 2145 E County Dr	
Address 2:	
City/State & ZIP: Columbia, MO 65202	
Phone: 573-554-7912	
Fax: 573-442-3823	
E-mail Address: hcampbell@boonecountymmo.org	
<b>Mitigation Plan Information</b>	
Has your jurisdiction/district adopted a FEMA-approved hazard mitigation plan (HMP)? Yes	
What is the name of the plan?: Boone County Hazard Mitigation Plan 2015	
What date was the mitigation plan approved by FEMA?: 2015	



<b>Mitigation Project/Plan Information</b>		
What type of project/plan are you proposing?: Road Elevation		
Type of Hazard Mitigating Against (i.e. tornado, flood, etc.): Flooding		
Title of your proposed project/plan: Claysville Rd. Elevation project.		
If project is a safe room, please specify any multi-purpose use (e.g. gym, classroom):		
<p>What is the community/jurisdiction population (optional)?</p> <p>Does your community/jurisdiction have a project manager or will the service be contracted? Boone County will be utilizing it's own staff/project manager for the project.</p>		
<p>Please describe the proposed project/plan below. Address who benefits, why, what is the project, be specific.</p> <ul style="list-style-type: none"> <li>• If the proposed project is a flood buyout, attach a listing of properties with property owner's name, property address, estimated fair market value (e.g., Assessor's appraisal), and indication of whether or not the properties in question will be declared substantially damaged (50% or more of FMV lost in flood). Also, attach a separate budget that includes all eligible costs (e.g. demolition, closing costs, appraisal, title, etc.).</li> <li>• If the proposed project is a tornado safe room, please provide the estimated target population the safe room will protect. Include the usable square footage/gross square footage.</li> <li>• Must include a FIRM to confirm safe room is not in a flood zone.</li> </ul> <p>Project is to raise the elevation of Claysville Road for 300' to provide access to a business and a residence (addresses: 5630 and 5650) during high flood levels as experienced in 2019. During high flood level events, the section of roadway is the only access to the properties.</p>		
<b>Project/Plan Cost Estimate &amp; Match</b>		
(*The Federal and Non-Federal cost shares are subject to change contingent upon the availability of funds.)		
Total Project/Plan Cost Estimate	\$53,766.44	
*Federal Share Percentage	75% - \$40,324.83	
* Non-Federal Share Percentage	25% - \$13,441.61	
Matching Funds	Funding Type	Amount (\$)
<b>Name of Source of Non-Federal Match</b>	Boone County	\$13,441.61

Estimated Summary History of Past Damages Project Will Prevent in the Future	Flooding of Claysville Road	Buildings inaccessible during flooding	
Date	10 October 2019		
			\$
<b>Total Amount of Damage</b>			<b>\$53,766.44</b>

Completed NOI can be submitted via e-mail to Heidi Carver, State Hazard Mitigation Officer, [Heidi.carver@sema.dps.mo.gov](mailto:Heidi.carver@sema.dps.mo.gov) or to Teresa Lehman, Deputy State Hazard Mitigation Officer, [teresa.lehman@sema.dps.mo.gov](mailto:teresa.lehman@sema.dps.mo.gov)

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 19

In the County Commission of said county, on the

5th

day of

November


20 19

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 for the 2020-2021 Stop Violence Against Women Act Grant (VAWA) submitted by the Prosecuting Attorney's Office for the period of January 1, 2020 through December 31, 2021.

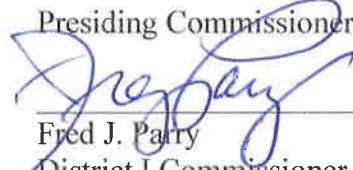
Done this 5th day of November 2019.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner



**DANIEL K. KNIGHT, Prosecutor**  
Office of the Boone County Prosecuting Attorney  
705 E. Walnut Street – Courthouse  
Columbia, Missouri 65201-4485  
573-886-4100  
FAX: 573-886-4148

November 5, 2019

TO: Commissioner Atwill  
Commissioner Parry  
Commissioner Thompson

FROM: Boone County Prosecuting Attorney's Office

RE: 2020-2021 Stop Violence Against Women Act Grant (VAWA)

We are requesting your approval to apply for Violence Against Women Act grant funds through the Department of Public Safety. We have been receiving funds from VAWA since 1998.

This grant award is for two years, January 1, 2020 through December 31, 2021 and will go toward the salaries of two assistant prosecuting attorneys who are currently employed at the Boone County Prosecutor's Office and are dedicated to serving victims of domestic violence in Boone County. We are also requesting funds for a new domestic violence investigator and an additional domestic violence assistant prosecuting attorney including 100% of their salary and benefits as well as furniture, computer hardware and software for both new positions.

The federal share is \$518,795.36 and the local match is \$172,939.43. The grant will pay for 75% of the current employees' salary, which is generally consistent with what has happened for over 20 years. The match for the two additional employees will be covered 100% by the salary and a portion of the FICA of a current employee.

We respectfully request your approval to apply for this grant.

Thank you.

# Missouri Department of Public Safety

## Application

108276 - 2020 STOP VAWA Funding Opportunity

108289 - 2018-2019 STOP Violence Against Women (VAWA)

STOP Violence Against Women Grant (VAWA)

Status: Editing

Submitted Date:

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## Primary Contact

<b>Name:</b> *	Office Administrator	Bonnie	Adkins
	<small>Title</small>	<small>First Name</small>	<small>Last Name</small>
<b>Job Title:</b>	Office Administrator		
<b>Email:</b>	badkins@boonecountymo.org		
<b>Mailing Address:</b>	Boone County Prosecuting Attorney		
<b>Street Address 1:</b>	705 E. Walnut Street		
<b>Street Address 2:</b>			
<b>City:</b> *	Columbia	Missouri	65201
	<small>City</small>	<small>State/Province</small>	<small>Postal Code/Zip</small>
<b>Phone:</b> *	573-886-4112		<small>Ext.</small>
<b>Fax:</b>	573-886-4148		

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## Organization Information

<b>Applicant Agency:</b>	Boone County, Prosecutor's Office
<b>Organization Type:</b>	Government
<b>Federal Tax ID#:</b>	436000349
<b>DUNS #:</b>	073755977

**CCR Code:** 4SWR3 **10/02/2019**  
Valid Until Date  
**Organization Website:** www.showmeboone.com  
**Mailing Address:** Boone County  
**Street Address 1:** 801 E. Walnut Street  
**Street Address 2:**  
**City\*:** Columbia Missouri 65201 0449  
City State/Province Postal Code/Zip + 4  
**County:** Boone  
**Congressional District:** 09  
**Phone:\*** 573-886-4305 Ext.  
**Fax:** 573-886-3311

## 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. Board President, Presiding Commissioner, Mayor, City Administrator, University President, State Department Director).*

*\*The Authorized Official and the Project Director cannot be the same person.\**

**Authorized Official:\*** Presiding Commission Daniel Atwill  
Title First Name Last Name  
**Job Title:** Presiding Commission  
**Agency:** Boone County  
**Mailing Address:** 801 E. Walnut Street  
**Street Address 1:**  
**Street Address 2:**  
**AOCity\*:** Columbia Missouri 65201  
City State Zip Code  
**Email:** datwill@boonecountymo.org  
**Phone:\*** 573-886-4107 Ext.  
**Fax:** 573-886-3311  
**Project Director**

The Project Director is the individual that will have direct oversight of the proposed project.

\*The Authorized Official and the Project Director cannot be the same person.\*

\*If the project agency is a local law enforcement agency, the Project Director shall be the chief or sheriff of that agency. Exceptions to this requirement are the St. Louis Metropolitan Police Department and the Kansas City Police Department.\*

**Project Director:\*** Office Administrator Bonnie Adkins  
Title First Name Last Name

**Job Title:** Office Administrator

**Agency:** Boone County Prosecuting Attorney's Office

**Mailing Address:** 705 E. Walnut Street

**Street Address 1:**

**Street Address 2:**

**PDCity\*** Columbia Missouri 65201  
City State Zip Code

**Email:** badkins@boonecountymo.org

**Phone:\*** 573-886-4112  
Ext.

**Fax:** 573-886-4148

**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, Accountant).

**Fiscal Officer:\*** Boone County Treasurer Tom Darrough  
Title First Name Last Name

**Job Title:** Boone County Treasurer

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

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

**Street Address 1:**

**Street Address 2:**

**FOCity\*** Columbia Missouri 65201  
City State Zip Code

**Email:** tdarrough@boonecountymo.org

**Phone:\*** 573-886-4365  
Ext.

**Fax:** 573-886-4369

**Project Contact Person**

The Project Contact Person should be the individual who is most familiar with the program this grant will fund.

\*This person can be the Project Director if that individual is most familiar with the program.\*

<b>Project Contact Person:*</b>	Office Administrator	Bonnie	Adkins
	Title	First Name	Last Name
<b>Job Title:</b>	Office Administrator		
<b>Agency:</b>	Boone County Prosecuting Attorney's Office		
<b>Mailing Address:</b>	705 E. Walnut Street		
<b>Street Address 1:</b>			
<b>Street Address 2:</b>			
<b>OCCity*</b>	Columbia	Missouri	65201
	City	State	Zip Code
<b>Email:</b>	badkins@boonecountymo.org		
<b>Phone:*</b>	573-886-4112		
		Ext.	
<b>Fax:</b>	573-886-4148		

#### Non-Profit Chairperson

Enter the name and address of the individual serving as the organization's board chairperson. Please provide an address other than the agency address.

\*This section is not applicable to agencies that are not considered a 501 (c) (3) non-profit organization.\*

<b>Non-Profit Chairperson:</b>	Title	First Name	Last Name
<b>Job Title:</b>			
<b>Agency:</b>			
<b>Mailing Address:</b>			
<b>Street Address 1:</b>			
<b>Street Address 2:</b>			
<b>NCCity</b>		Missouri	
	City	State	Zip Code
<b>Email:</b>			
<b>Phone:</b>			
		Ext.	
<b>Fax</b>			

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## Project Summary



<b>Application Type:</b>	Expand/Enhance an Existing Project
<b>Current Subaward Number(s):</b>	2018-VAWA-10
<b>Program Category:</b>	Domestic Violence Services
<b>Project Type:</b>	Local
<b>Geographic Area:</b>	Boone County, Missouri
<b>Brief Summary:</b>	<p>The Boone County Prosecuting Attorney's Office has a long history of addressing the needs of domestic violence victims in Boone County, and we have been a part of the Domestic Violence Enforcement Unit (DOVE Unit), a continuing collaboration of agencies, since 1998. The mission of the DOVE Unit is to decrease the level of domestic violence by aggressively investigating DV cases, ensuring victim safety, promoting deterrence, and interrupting the cycle of violence. The DV prosecutors will interview victims, allow them to express their wishes about the case outcome &amp; attempt to prosecute even the cases in which the victim is unable to participate. The proposed new DV investigator will investigate DV cases by interviewing victims and witnesses and assisting in the development plan for prosecuting domestic violence cases. The DOVE Unit continues to be a vital program dedicated to serving victims of domestic violence in Boone County.</p>
<b>Program Income Generated:</b>	No

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## **Statement of the Problem**

**Statement of the Problem**

*This section must address the need for grant funds and the proposed project.*

*Define the problem that you will be attempting to impact with the project for which you are requesting funds. Be specific.*

*Do not include every issue the Applicant Agency addresses, but only the one(s) that will be impacted by the use of the grant funds being requested. (Please note that the problem is NOT a lack of staff, counselors, equipment, etc. This is the result of the problem).*

*Since you are competing with other agencies for limited funds, you should document as extensively and as factually as possible the definition of the problem.*

*This section must justify the proposed services to be outlined in the Methodology section.*

*This section should include relevant facts and local statistics on incidents of crime, the number of victims served during the past year - (two years, three years, etc.), existing resources, demographic and geographic specifications, etc. that document and support the stated problem.*

*Provide crime statistics for all areas served; do not provide global statistics - information must be specific to the service area.*

The County of Boone is located in the center of the state at the crossroads of major East-West and North-South highways. Columbia is the 5th largest city in Missouri. Columbia is the County Seat, and the City of Columbia covers 53.5 square miles. Demographics are of an urban, semi-urban and rural composition with a diverse ethnic population.

According to the 2019 Fact Book published by (REDI) Regional Economic Development, Inc., the following demographics describe Boone County as of the end of 2017.

**Boone County Age Breakdown:**

- 5-9 Years 5.6%
- 10-14 Years 5.6%
- 15-19 Years 8.3%
- 20-24 Years 15.2%
- 25-39 Years 21.3%
- 40-44 Years 5.5%
- 45-49 Years 5.3%
- 50-54 Years 5.7%
- 55-59 Years 5.4%
- 60-64 Years 5.3%
- 65-84 Years 9.8%
- >85 1.2%

**Boone County Gender:**

- Male 84,812
- Female 89,777

*\*Source: American Community Survey, 5-Year Estimates 2017*

**County & City Population:**

**Boone County**

- 2000 135,454
- 2017 178,271

**City of Columbia**

- 2000 87,752
- 2017 121,717

*\*Source: U.S. Census Bureau, 2017 Population Estimates*

**Boone County Populations:**

- Columbia 121,717
- Ashland 3,707
- Centralia 4,027
- Hallsville 1,491

*\*Source: U.S. Census Bureau 2017 Population Estimates*

With the prosperity and growth of our community since the year 2000 there has been a dramatic increase in crime in Boone County, particularly in violent crimes, including domestic violence.

**FELONIES AND MISDEMEANORS FILED:**

<b>Year</b>	<b>2000</b>	<b>2017</b>	<b>2018</b>	<b>2019 (Estimate)</b>
Misdemeanor	3714	4826	5761	6560
Felony	1102	1670	1836	2050
<b>Total</b>	<b>4816</b>	<b>6496</b>	<b>7597</b>	<b>8610</b>

Our caseload has almost doubled over the past twenty years. Not only have the number of both felony and misdemeanor cases increased, but the severity of felony crimes and domestic violence related offenses has escalated. Specifically, there has been an increase in the number of homicide, assault, robbery, burglary, and gang/gun-related crimes. We currently have twenty-nine (29) pending homicide cases, an all-time record in Boone County. Five (5) of the homicide cases involve a female victim, almost one-third (1/3) of all pending homicide cases.

**DOMESTIC VIOLENCE/SEXUAL ASSAULT OFFENSES:**

<b>2017</b>	<b>2018</b>	<b>2019 Estimate</b>
1216	1301	1431

Not only homicide cases, but all types of domestic violence offenses against women are on the rise. The Boone County Prosecuting Attorney's Office currently handles more than 4000 victim-related offenses per year and 15-20% of those cases involve domestic violence against women. The number of DV related offenses have increased by 7% from 2017 to 2018 and are projected to increase by 10% from 2018 to 2019. Certainly, these figures indicate the ongoing need for a coordinated response to violence against women in Boone County. These increasing numbers for domestic violence and serious felony crimes clearly illustrate our need for additional personnel to handle domestic violence. Each of our assistant prosecuting attorneys, including our domestic violence prosecuting attorneys handle around four-hundred (400) cases per person. With the record number of homicide cases in Boone County all of our assistant prosecuting attorneys are handling homicide cases, including our domestic violence assistant prosecuting attorneys. Traditionally, only the elected prosecutor and very experienced assistant prosecuting attorneys handled the homicide cases.

Serious felony cases are much more complicated and require more investigative time than many of our other cases. That puts an additional burden not only on the domestic violence assistant prosecutors, but on our investigators as well. Digital evidence has also had a major impact on both our prosecutors and investigators. It takes many hours to look through bodycams, video evidence and listen to jail calls. Our investigators prepare video and audio clips from digital evidence to be used in trial. They also copy digital evidence to be disclosed to the defense. We are projected to file over eight-thousand cases in 2020 which will place an undue burden not only on our assistant prosecuting attorneys, including our domestic violence prosecutors, but also on our investigators. At this time we don't have any of our investigators dedicated to violence against women. We currently have three (3) investigators to handle all of our cases and currently four-thousand (4000) of those cases are victim related. Adding an investigator to handle domestic violence cases will not only reduce the investigator caseload but will increase our ability to give a timely and specialized response to victims of domestic violence in Boone County. With our current caseload and increasing demands with digital evidence, our domestic violence victims are not getting the attention they would get if we have a dedicated domestic violence investigator. Even if we are successful in obtaining VAWA grant funds for a domestic violence investigator, there will be a need for our other investigators to continue to assist with domestic violence cases. We've added two assistant prosecuting attorneys in the past five years but we have not added any new

investigators since 2009. In 2009 we received Recovery Act funds for a domestic violence investigator but those funds expired and we haven't had an investigator dedicated to domestic violence for ten (10) years.

The growing number of domestic violence offenses in Boone County necessitated a shift in our overall caseload assignment. In 2019 we divided our domestic violence caseload between three attorneys instead of the two grant-funded attorneys in an effort to better serve victims of domestic violence. Adding a fourth assistant prosecuting attorney to handle domestic violence cases will help reduce the caseload of each DV prosecutor by an average of fifty (50) cases, allowing them additional time to work with each domestic violence victim. It is critical to have sufficient staff to handle this escalating domestic violence and violent crime in Boone County.

Research supports the fact that women are at an increased risk of violence committed by an intimate or known partner and that this violence often escalates over time. The power of the justice system can be especially effective at preventing further criminal behavior when it utilizes a coordinated, specialized, and timely response to domestic violence. Implementation of Boone County's domestic violence docket has further necessitated coordination among service providers. Shortened bond returns (10 days) require more rapid, comprehensive follow-up with victims to assess safety and solicit input regarding filing decisions.

Prosecutors handling violence against women cases have the challenging task of balancing the safety of victims and community while holding offenders accountable. In many cases, the assistant prosecuting attorneys must proceed with a criminal prosecution without the victim's active participation. Economic dependence, fear, or the desire for reconciliation are some of the complicated dynamics that can impact a victim's willingness or ability to participate in a prosecution. The Boone County Prosecuting Attorney's office is projected to receive law enforcement referrals for more than fourteen-hundred (1400) domestic violence offenses in 2019. Traditionally, between 15 and 20% of the victims are either unavailable or unwilling to assist.

By utilizing an aggressive, specialized response, our DOVE Unit removes, as much as possible, the weight of a case resting solely on the victim's shoulders.

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## **Type of Program**

**Methodology/Type of Program**

1. Provide a brief synopsis of the Agency and the type(s) of victim services the agency provides. Outline the services to be funded by this specific project. Include who will provide these services, how services are accessed, and who will benefit from the services. Flow charts and chronological outlines are great, but must be supported by additional narrative description.

2. Explain how services are delivered in compliance with either the Missouri Coalition Against Domestic and Sexual Violence (MCADSV) Standards or the Missouri Department of Public Safety/Crime Victims Services Unit (MoCVSU) Program Standards and Guidelines. **Please do not simply state the agency is in compliance!**

**NOTE:** Agencies that **primarily serve domestic and/or sexual violence victims** will be required to comply with the MCADSV Standards. (These agencies **will not** be required to comply with the MoCVSU Program Standards and Guidelines).

All other agencies (**those NOT primarily serving victims of domestic violence and/or sexual violence**) will be required to comply with the MoCVSU Program Standards and Guidelines. (These agencies **will not** be required to adhere to the MCADSV Standards).

MCADSV Standards and MoCVSU Program Standards and Guidelines can be downloaded as separate documents from the DPS website, or by using the links above.

Our 2020/2021 VAWA grant request is to continue the funding for two assistant prosecuting attorneys and for an additional assistant prosecuting attorney and investigator dedicated to domestic violence. The current assistant prosecuting attorney positions as well as the requested new positions are critical to providing sufficient resources to serve victims of domestic and sexual violence in Boone County. We have had an increase in serious felony crimes and homicides in Boone County, and having sufficient personnel to handle the growing number of serious crimes is imperative.

When probable cause is established that a domestic violence crime has occurred, local law enforcement agencies forward criminal cases to the Boone County Prosecuting Attorney's office for review. Cases are assigned to a designated DV prosecutor. These cases include: misdemeanor and felony domestic violence, harassment, stalking, violation of orders of protection, burglary, property damage and sexual assault or misconduct. The assistant prosecutors have ten working days to make a filing or charging decision. Domestic violence cases are reviewed within twenty-four hours of receipt from a referring law enforcement agency and contact is made with the victim as soon as possible in all felony and misdemeanor cases. Our new investigator will contact the victim to assess safety/support, solicit input, and discuss expectations. The investigator will attempt to schedule a face-to-face meeting between the victim and DV prosecutor. In misdemeanor cases, a victim specialist with our office will send a letter to the victim informing them of their rights and requesting follow up contact with the DV victim specialist, the DV investigator and one of the DV prosecutors. If time permits, the victim specialist and/or investigator will follow the felony protocol of contacting the victim by phone which seems to increase the likelihood of victim participation.

After a filing decision has been made, the assistant prosecutor, the investigator or a victim specialist will contact the crime victim again to discuss needs and expectations. With victim input and legal analysis, the assistant prosecutors recommend bonds and punishment that take into consideration the nature of the crime and the danger to the victim and community. A range of punishment option is considered, utilizing victim impact information, the elements of the charging offense and the offender's criminal history. The assistant prosecutors manage the criminal case to ensure a successful resolution. This involves trial preparation or plea agreements with the defense. The assistant prosecutors, the DV investigator and one of our victim specialists will work with the victim to mandate punishment that may include a batterer's intervention program, alcohol or drug rehabilitation or other mental health services. Throughout this process of investigation and prosecution, the assistant prosecutors, the DV investigator and one of our victim specialists will work hand in hand to anticipate victim's needs, provide for their safety and security while minimizing any harm to the victim that may come from participating in the criminal justice process.

The Boone County Prosecuting Attorney's office offers services in compliance with MoCVSU Services Standards and Guidelines. Regarding organizational administration, the Boone County Personnel Policy Manual contains policies that comply with employment law and prohibit discrimination. Confidential personnel files for paid staff and volunteers include criminal background checks, written job descriptions, completed job applications, resumes, references and a signed confidentiality statement/volunteer agreement. The Administrative Manual for the Prosecuting Attorney's office contains information about the daily operations of the office, safety/security procedures, and the provision of services by the Domestic Violence Enforcement Unit. The Administrative Manual contains written procedures on how our office will respond to non-English-speaking persons as well as victims who are vision-, hearing- and speaking-impaired. Confidentiality guidelines outlined by MoCVSU are adhered to by staff and volunteers working with the Domestic Violence Enforcement Unit. All volunteers sign a confidentiality agreement. Documentation of service provision is maintained in a secure area only accessible to paid staff or

authorized volunteers. The Boone County Prosecuting Attorney's office uses Prosecutor by Karpel case management software which maintains a confidential data collection and record-keeping system that allows only authorized victim services staff members to access victim information. This case management system allows for tracking progress toward program goals and objectives.

Regarding guidelines for training, all project staff members are expected to be familiar with and adhere to MoCVSU training curricula that address the historical context of domestic and sexual violence, the dynamics of abusive relationships, safety planning, and trauma-informed/coordinated response to victims. At a minimum, volunteers receive forty hours of observational training in the prosecutor's office and an additional twelve hours of domestic violence and sexual violence training is provided by True North Women's Shelter. Training is required for all personnel who provide direct services (i.e. crisis intervention, case management and court advocacy) to victims of domestic violence and their children. This includes a minimum of six hours of ongoing professional development/continuing education during the calendar year. The assistant prosecuting attorneys and the DV victim specialist attend specialized domestic violence training through the Missouri Association of Prosecuting Attorneys each year to keep current on domestic violence issues and are encouraged to attend MCADSV trainings whenever possible.

Service standards and guidelines for direct service provision are consistent with MoCVSU recommendations. Crisis intervention services are offered only by trained staff or volunteers and involve interactions designed to stabilize the victim's emotions, clarify issues and expectations and provide ongoing support and assistance. A critical aspect of case management and court advocacy service provision is to minimize further harm while helping the victim plan for her future. Members of the Domestic Violence Enforcement Unit must be familiar with community resources and maintain relationships with ancillary service providers in order to provide comprehensive case management services. Collaboration is a cornerstone of the DOVE Unit's service provision. Coordination and communication with other service providers is active, ongoing and occurs on a daily basis.

Timely communication between first responders and members of the Boone County Prosecuting Attorney's office DOVE unit is critical in ensuring victims' safety, anticipating victims' needs/expectations, and holding domestic and sexual violence offenders accountable. Members of law enforcement and True North (local advocacy and shelter program) contact the DOVE unit members on a daily basis to coordinate service provision. Weekly DOVE unit investigative meetings are held at the Boone County Prosecutor's Office and include DOVE detectives from the Columbia Police Department and the Boone County Sheriff's Department, our DOVE assistant prosecutors, our victim specialists and the True North Women's Shelter advocate. In the weekly meetings they talk about specific cases, filing decisions, reports, investigations and the need for additional interviews with domestic violence victims. They review service provision protocols for battered women to coordinate services for victims in active criminal investigations and prosecutions. Our DOVE Unit is also part of the Coordinated Community Response Team (CCRT) and includes the Boone County Prosecuting Attorney's Office DV prosecutors and victim specialists, Columbia Police Department DOVE detectives, the Boone County Sheriff's Department DOVE detective, Probation & Parole, batterer's intervention program staff, the public defender, True North Women's Shelter advocate, Associate Circuit Court Judge Shaw, and the 13th Judicial Circuit's Domestic Assault Court Coordinator. The CCRT meetings are held quarterly and they discuss big picture issues and they work together to resolve those issues between all the agencies. They have had speakers from MCADSV, Deaf-LEAD, and other local community service providers.

Members of the DOVE Unit play a vital role in the continued coordination of victims services through training and



ongoing education. Members of the DOVE Unit participate in annual collaborative training for local law enforcement. In addition, DOVE Unit members participate in volunteer training at True North as well as training for the Sexual Assault Nurse Examiner (SANE) programs at local hospitals, law enforcement agencies, psychiatric facilities, True North Women's Shelter, the University of Missouri, and other counseling and social service organizations.

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## **Coordination of Services**

### **Coordination of Services**

*Outline how your agency will coordinate the activities of this project with other service providers, law enforcement agencies, prosecuting attorney's offices, courts and other agencies in your community. Other services may not necessarily be the same as offered by your project.*

*Explain how the services to be offered by this project will complement other activities and services already in place in your community. Do not merely state who you coordinate with; provide an explanation of specific activities!*

*Coordination efforts should be supported by, and tie back to, submitted letters of collaboration and/or MOU's.*

*Please note that this is a required component to receiving VAWA funds.*

The Boone County Prosecuting Attorney's Office hosts a weekly DOVE unit investigative meeting which includes our DV assistant prosecuting attorneys and victim specialists, detectives from the Columbia Police Department and the Boone County Sheriff's Department as well as True North Women's Shelter staff to talk about specific cases and filing decisions. They also discuss the need for additional interviews with victims, reports and investigations. As discussed in the Type of Program, our DOVE unit assistant prosecutors are part of the Coordinated Community Response Team (CCRT) that meets quarterly and includes community service agencies that are involved in domestic violence type crimes in Boone County. CCRT team members include our DV assistant prosecutors and victim specialists, 13th Judicial Associate Circuit Judge Shaw, public defender representatives, True North staff, batterer intervention program staff and the 13th Judicial Circuit Domestic Assault Court Coordinator. The CCRT focuses on big picture issues and they work together to resolve any issues there are between agencies. Trauma-informed service delivery in pending domestic violence cases is discussed at each of the meetings.

This project is part of a larger collaborative, multidisciplinary effort that continues to strengthen partnerships with community allies, hold offenders accountable, and empower women who experience violence and other forms of coercion. A copy of our signed Domestic Violence Unit Protocols/MOU is attached to this application.

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## **Consultation with Victim Services**

### **Prosecution, Law Enforcement and Court based applicants Only:**

#### **Consultation with Victim Services Narrative**

*Prosecution, Law Enforcement and Court based applicants are required to consult with state or local victim service programs during the course of developing their grant applications in order to ensure that the proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality and economic independence of victims of domestic violence, sexual assault, stalking and dating violence.*

*Please explain in detail the process undertaken to meet this requirement.*

This grant application was written in consultation with members of the DOVE Unit including the Boone County Prosecuting Attorney's Office and administrative staff as well as members of the Coordinated Community Response Team. Victim-related services and activities between the Boone County Prosecutor's Office, Boone County Sheriff's Department, True North, the Columbia Police Department, Probation & Parole and our local batterer's intervention/counseling program are not only reviewed and discussed during the application process, but are reviewed and discussed on a weekly and monthly basis to ensure that the DOVE unit as a whole follows the core assumptions and values of the victim services movement. The Boone County Prosecuting Attorney's Office victim specialists also performed a final review of the application to verify that all the information is accurate and follows the DOVE unit's protocol for service to victims of domestic violence in Boone County. Violence against women poses unique challenges and requires a coordinated specialized response from the justice system.

## Number of Victims to Be Served

### Number of Victims to Be Served

*Indicate the anticipated number of victims to be served by this VAWA funded project.*

*Do not include the total number of victims served by your agency, but the number that will be served specifically by this particular project.*

*For victims of domestic and/or sexual violence break out the number of women to be served, men to be served, and children to be served separately.*

*These numbers should match what is listed on the VAWA Data Report.*

*Give statistics from previous years to support your estimate.*

The Boone County Prosecuting Attorney's Office anticipates serving more than 2800 domestic violence victims during the two-year grant cycle. As mentioned previously in this application, approximately 15-20% of victims who initially participate in a criminal investigation do not participate in the court process. All identified victims of domestic violence, regardless of their ability or willingness to assist in the prosecution of the offender, will have access to services provided by our Domestic Violence Enforcement Unit (DOVE Unit).

### Year DV Victims Served

2017	1216
2018	1301
2019	1193 through 10/27/19
2020	1430 (projected)
2021	1450 (projected 10% increase from 2020-2021)

## Goals and Objectives

**Type of Service**

**Objective**

**Objectives Percentage (%)**

Prosecutors	_____ % of survivors will report having received information about the criminal justice process and their individualized case	90
Prosecutors	_____ % of survivors will report having received information on available community resources	90

## Evaluation Procedure

### Evaluation Procedure

*The evaluation component of the application should tie to the goals and objectives. Describe the process to be used to determine the effectiveness of your program and the effect of your program on the victims served, such as pre- and post-testing, surveys, client-satisfaction evaluations, etc (it is helpful to attach blank samples of these tools, if available). Explain how data is assessed and used to improve services to victims. This must also include a description of the data to be collected, as outlined in the Program Description, to prepare any progress reports and/or final reports required by the Violence Against Women Act.*

Our goal is to hold betterers accountable while continuing to strengthen services to victims of domestic violence, sexual violence and dating violence.

Evaluating progress toward program goals/objectives will be accomplished by tracking the feedback gathered from our victim services survey, soliciting verbal feedback from victims and by gathering data collected from our case management system. The elected prosecutor, the project manager, the assistant prosecuting attorneys handling domestic violence cases, their assigned advocate and the DV investigator will review and evaluate surveys as they are received. The surveys will be reviewed annually as well and feedback will be taken into account throughout the grant cycle.

During the two-year grant cycle, victim services surveys will be mailed to all identified victims of domestic violence at the disposition of the case. In our closing letter to victims, instructions outlining how to access this evaluation tool on our website will also be provided. Our survey is available in Spanish and can be translated directly on our website. Surveys will also be handed directly to the victim and emailed to the victim midway through their case in an effort to increase the number of surveys returned to our office.

Project data from the surveys and our case management system will be compared to previous years' data to help evaluate our services to victims of crime in Boone County. A copy of the survey in English and Spanish is attached to this application.

Our objectives will be evaluated as follows:

Objective #1 - Survivors will report having received information about the criminal justice process and their individualized case. Our victim services survey is one of the data sources for evaluation of this objective. The survey contains a question that inquires if the prosecutor's office provided information about the criminal justice system process and their individualized case. We consistently experience a very low rate of return on our surveys. In an effort to gain feedback, the DV assistant prosecutors and the DV investigator will elicit verbal feedback from the victims when they have in-person and phone communication to gain additional information. An affirmative response will be the desired result.

- 90% of the survivors will indicate that they received information about the criminal justice process and their individualized case.

Objective #2 - Survivors will report having received information on available community resources. Our victim services survey is one of the data sources for evaluation of this objective. The survey contains a question that inquires if the prosecutor's office provided information about community resources. Victims of domestic violence are very hesitant to fill out and return surveys, resulting in a very low rate of return. The DV assistant prosecutors and the DV investigator will elicit verbal feedback from the victims when they have in-person and phone communication to gain additional information. An affirmative response will be the desired result.

- 90% of the survivors will indicate that they received information about available community resources.

Evaluation of progress toward goals/objectives is also accomplished by gathering data entered in our case management system. We will collect and maintain service statistics (i.e. type of service provided, including demographic data for all domestic violence victims served by our DV assistant prosecutors and our DV investigator and review them annually. We will also collaborate with our DOVE Unit partners at our quarterly and weekly meetings, reviewing cases and outcomes in an effort to further evaluate and improve our services to victims of domestic violence in Boone County.

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## Report of Success

### Measurable Objectives

90% of survivors will report having received information about the criminal justice process and their individualized case.

90% of survivors will report having received information on available community resources.

### VAWA Outcomes

During the two-year grant cycle from January 1, 2018 through October 27, 2019 the DV prosecutors served 2494 victims of domestic violence. Surveys were sent to 100% of the DV victims and fifty-five surveys were returned to our office. Thirty-six victims (65.46%) stated that they received information about the criminal justice process and their individual case from our office, twelve stated they did not receive any information and six did not respond to the question or said it was not applicable. The DV assistant prosecutors, through verbal communication, verified that each victim they worked with received information about the criminal justice process. Getting victims to fill out and return surveys to our office is an on-going challenge. We will continue to strive to meet our goal of 90%.

During the two-year grant cycle from January 1, 2018 through October 26, 2019 the DV assistant prosecutors served 2494 victims of domestic violence. Surveys were sent to 100% of the victims and fifty-five surveys were returned to our office. Twenty-four victims (46.64%) stated that they received information on available community resources; twenty-three victims stated that they didn't receive any information, and six victims didn't answer the question or said it was not applicable. The DV assistant prosecutors through verbal communication verified that those victims needing referrals to community resources were provided that information. 90% will continue to be our goal.

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## Personnel

Name	Title	Position	Employment Status	Salary per Pay Period	Number of Pay Periods	% of Grant Funded Time	Total Cost	Local Match %	Local Match Share	Federal/State Share
Cecily Daller-Hicks (2020)	Assistant Prosecuting Attorney	Retained	FT	\$3,110.40	26.0	75.51	\$61,065.24	25.0	\$15,266.31	\$45,798.93
Cecily Daller-Hicks (2021)	Assistant Prosecuting Attorney	Retained	FT	\$3,265.60	26.0	75.51	\$64,112.22	25.0	\$16,028.05	\$48,084.16
Kristin Mengwaser (2020)	Assistant Prosecuting Attorney	Retained	FT	\$2,576.00	26.0	75.51	\$50,573.58	25.0	\$12,643.39	\$37,930.18
Kristin Mengwaser (2021)	Assistant Prosecuting Attorney	Retained	FT	\$2,704.80	26.0	75.51	\$53,102.26	25.0	\$13,275.56	\$39,826.69
Susan Boresi-Match (2020)	Assistant Prosecuting Attorney II	Retained	FT	\$2,542.40	26.0	80.0	\$52,881.92	100.0	\$52,881.92	\$0.00
Susan Boresi-Match (2021)	Assistant Prosecuting Attorney II	Retained	FT	\$2,668.80	26.0	80.0	\$55,511.04	100.0	\$55,511.04	\$0.00
To Be Hired (2020)	DV Investigator	Created	FT	\$1,824.00	26.0	100.0	\$47,424.00	0	\$0.00	\$47,424.00
To Be Hired (2020)	Assistant Prosecuting Attorney II	Created	FT	\$1,915.20	26.0	100.0	\$49,795.20	0	\$0.00	\$49,795.20
To Be Hired (2021)	DV Investigator	Created	FT	\$2,393.60	26.0	100.0	\$62,233.60	0	\$0.00	\$62,233.60
To Be Hired (2021)	Assistant Prosecuting Attorney II	Created	FT	\$2,512.80	26.0	100.0	\$65,332.80	0	\$0.00	\$65,332.80

\$562,031  
.86

\$165,606 \$396,425  
.27 .56

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## Personnel Justification

### Personnel Justification

*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.*

*If using Match in this section please identify who will be providing these funds and describe the source of the funds.*

*If a salary increase is included, address the type/reason for such increase, the percentage of increase, and the effective date of the increase.*

*If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.*

**Supplanting DOES apply to non-profit agencies as well as government agencies.**

**The Boone County Prosecuting Attorney's office is requesting continued funding for two domestic violence assistant prosecuting attorneys, Cecily Daller-Hicks and Kristin Mengwasser as well as an additional assistant prosecuting attorney and investigator dedicated to working with victims of domestic violence in Boone County.**

**Assistant prosecuting attorney Cecily Daller-Hicks' 2020 salary will be \$80,870.40. A 5% merit increase is factored in for 2020 and again in 2021 when her estimated salary will be \$84,905.60. Cecily received her Juris Doctorate in September 2005 from the University of Missouri School of Law - Columbia. She has been an assistant prosecuting attorney with our office since January 2007. Prior to working at the Boone County Prosecuting Attorney's Office she was an assistant attorney general with the Missouri Attorney General's Office.**

**Assistant prosecuting attorney Kristin Mengwasser's 2020 salary will be \$66,976.00. A 5% merit increase was factored in for 2020 and again in 2021 when her estimated salary will be \$70,324.80. Kristin received her Juris Doctorate in May 2009. She has been an assistant prosecuting attorney in our office since October 2018. Prior to working in our office Kristin was an assistant prosecuting attorney with the Cole County Prosecutor's Office for four years.**

**Susan Boresi's salary will be used as the matching funds for this grant request. Her estimated 2020 salary will be \$66,102.40, and her estimated 2021 salary will be \$69,388.80. A 5% merit increase was factored in for 2020 and 2021. Sue works 80% of her time on domestic violence, and Boone County pays her full salary and benefits. Sue received her Juris Doctorate from the St. Louis University School of Law in 1983 and her Bachelor of Arts in Political Science from the University of Missouri - Columbia in 1979. She worked as an assistant attorney general in the Missouri Attorney General's office from 1993 to April 2017. She was the Deputy Chief Counsel for the Division of Public Safety from 2011 - 2012 and she was the Chief Counsel for the Division of Public Safety from 2012 - April 2017.**

**We are requesting funds for a new domestic violence assistant prosecuting attorney and new domestic violence investigator dedicated to working on domestic violence cases. As of this date there are twenty-nine (29) pending homicide cases, an all-time record in Boone County and five (5) of those homicide cases involve a female victim. We currently have fifteen (15) assistant prosecuting attorneys and each prosecutor is handling two (2) homicide cases. Each prosecuting attorney has an average of four-hundred (400) cases including their homicide cases. Having an additional DV assistant prosecuting attorney and DV investigator will allow us to give victims of domestic violence more individual attention by further dividing up the caseload. With the increasing level of domestic violence in Boone County, we changed our caseload by dividing up the domestic violence cases between the two (2) grant-funded assistant prosecutors and a third (3rd) Boone County funded domestic violence assistant prosecuting attorney that we are using for match in this grant application. We now have three (3) assistant prosecuting attorneys dedicated to domestic violence cases and we are projected to handle more than fourteen-hundred (1400) domestic violence offenses in 2019. Having an additional prosecutor will allow us to reduce the caseload of the DV prosecutors by over fifty (50) cases each. We have added prosecuting attorneys over the past five years, but we have not added any investigators since 2009. With the escalation of the number of serious felony and domestic violence related cases, the burden on our investigators and prosecuting attorneys is becoming overwhelming.**



## Personnel Benefits

Category	Item	Salary/Premium	Percentage/# of Periods	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share
CERF	CERF Retirement - DV Investigator or 2020	\$36.48	26.0	100.0	\$948.48	0	\$0.00	\$948.48
CERF	CERF Retirement - DV Investigator or 2021	\$38.30	26.0	100.0	\$995.80	0	\$0.00	\$995.80
CERF	CERF Retirement - Asst Pros Atty (2020)	\$47.87	26.0	100.0	\$1,244.62	0	\$0.00	\$1,244.62
CERF	CERF Retirement - Asst Pros Atty (2021)	\$50.25	26.0	100.0	\$1,306.50	0	\$0.00	\$1,306.50
Dental Insurance	Dental Insurance-DV Asst Prosecuting Attorney (2020)	\$420.00	12.0	100.0	\$5,040.00	0	\$0.00	\$5,040.00
Dental Insurance	Dental Insurance-DV Asst Prosecuting Attorney (2021)	\$441.00	12.0	100.0	\$5,292.00	0	\$0.00	\$5,292.00

Dental Insurance	Dental Insurance-DV Investigator (2020)	\$420.00	12.0	100.0	\$5,040.00	0	\$0.00	\$5,040.00
Dental Insurance	Dental Insurance-DV Investigator (2021)	\$441.00	12.0	100.0	\$5,292.00	0	\$0.00	\$5,292.00
Disability Insurance	Disability Insurance DV Asst Prosecuting Attorney (2020)	\$225.00	26.0	100.0	\$5,850.00	0	\$0.00	\$5,850.00
Disability Insurance	Disability Insurance DV Asst Prosecuting Attorney (2021)	\$236.00	26.0	100.0	\$6,136.00	0	\$0.00	\$6,136.00
Disability Insurance	Disability Insurance DV Investigator (2020)	\$171.00	26.0	100.0	\$4,446.00	0	\$0.00	\$4,446.00
Disability Insurance	Disability Insurance DV Investigator (2021)	\$180.00	26.0	100.0	\$4,680.00	0	\$0.00	\$4,680.00
FICA/Medicare	FICA/Medicare-DV Investigator (2020)	\$139.54	26.0	100.0	\$3,628.04	0	\$0.00	\$3,628.04
FICA/Medicare	FICA/Medicare-DV Investigator (2021)	\$146.51	26.0	100.0	\$3,809.26	0	\$0.00	\$3,809.26
FICA/Medicare	FICA/Medicare-Asst Pros Attorney (2020)	\$183.12	26.0	100.0	\$4,761.12	0	\$0.00	\$4,761.12

FICA/Medi care	FICA/Medi care-Asst Pros Attorney (2021)	\$192.23	26.0	100.0	\$4,997.98	0	\$0.00	\$4,997.98
FICA/Medi care	FICA- Susan Boresi (2020) Match	\$194.49	26.0	70.75	\$3,577.64	100.0	\$3,577.64	\$0.00
FICA/Medi care	FICA- Susan Boresi (2021) Match	\$204.16	26.0	70.75	\$3,755.52	100.0	\$3,755.52	\$0.00
Life Insurance	Life Insurance - DV Asst Prosecutin g Attorney (2020)	\$72.00	12.0	100.0	\$864.00	0	\$0.00	\$864.00
Life Insurance	Life Insurance - DV Asst Prosecutin g Attorney (2021)	\$76.00	12.0	100.0	\$912.00	0	\$0.00	\$912.00
Life Insurance	Life Insurance - DV Investigat or (2020)	\$72.00	12.0	100.0	\$864.00	0	\$0.00	\$864.00
Life Insurance	Life Insurance - DV Investigat or (2021)	\$76.00	12.0	100.0	\$912.00	0	\$0.00	\$912.00
Medical Insurance	Medical Insurance- DV Investigat or (2020)	\$476.00	12.0	100.0	\$5,712.00	0	\$0.00	\$5,712.00
Medical Insurance	Medical Insurance- DV Investigat or (2021)	\$500.00	12.0	100.0	\$6,000.00	0	\$0.00	\$6,000.00

Medical Insurance	Medical Insurance-Asst Prosecuting Attorney (2020)	\$476.00	12.0	100.0	\$5,712.00	0	\$0.00	\$5,712.00
Medical Insurance	Medical Insurance-Asst Prosecuting Attorney (2021)	\$500.00	12.0	100.0	\$6,000.00	0	\$0.00	\$6,000.00
Pension/Retirement	401A Match-DV Asst Prosecuting Attorney (2020)	\$25.00	26.0	100.0	\$650.00	0	\$0.00	\$650.00
Pension/Retirement	401A Match-DV Asst Prosecuting Attorney (2021)	\$25.00	26.0	100.0	\$650.00	0	\$0.00	\$650.00
Pension/Retirement	401A Match-DV Investigator (2020)	\$25.00	26.0	100.0	\$650.00	0	\$0.00	\$650.00
Pension/Retirement	401A Match-DV Investigator (2021)	\$25.00	26.0	100.0	\$650.00	0	\$0.00	\$650.00
Workers Comp	Workers Comp-DV Asst Prosecuting Attorney (2020)	\$113.00	26.0	100.0	\$2,938.00	0	\$0.00	\$2,938.00
Workers Comp	Workers Comp-DV Asst Prosecuting Attorney (2021)	\$118.00	26.0	100.0	\$3,068.00	0	\$0.00	\$3,068.00

Workers Comp	Workers Comp-DV Investigat or (2020)	\$86.00	26.0	100.0	\$2,236.00	0	\$0.00	\$2,236.00
Workers Comp	Workers Comp-DV Investigat or (2021)	\$90.00	26.0	100.0	\$2,340.00	0	\$0.00	\$2,340.00
					\$110,958.9 6		\$7,333.16	\$103,625.8 0

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## Personnel Benefits Justification

### Benefits Justification

*If personnel benefits are included in the budget, provide justification for each fringe benefit.*

*If using Match in this section please identify who will be providing these funds and describe the source of the funds.*

*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.*

*If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.*

*Supplanting DOES apply to non-profit agencies as well as government agencies.*

We are requesting funding for 100% of the benefits for a new DV assistant prosecuting attorney and DV investigator. The benefits include FICA/Medicare, medical insurance, dental insurance, life insurance, long-term disability, 401A contribution, workers comp and CERF (County Employees Retirement Fund) pension plan.

Boone County contributes 2% of the 6% salary contribution requirement for employees choosing to be a part of the CERF pension plan. We are requesting reimbursement for that percentage for the DV assistant prosecuting attorney and DV investigator for 2020 and 2021.

FICA and Medicare are federally-mandated costs for employers and therefore are included in this application. FICA is .0765% of the salary for the DV assistant prosecutor and the DV investigator.

70.75% of Susan Boresi's FICA/Medicare for 2020 and 2021 will be used as part of the matching funds for this grant application. Susan works 80% of her time on domestic violence cases and Boone County pays for 100% of her salary and benefits.

Workers Comp is also a required cost for employers and is .0018% of the salary for the new DV assistant prosecuting attorney and DV investigator.

Providing medical insurance and dental insurance promotes healthy employees. Boone County offers several different medical plan choices. The estimate is based on the PPO medical insurance choice and a 5% cost of living increase is factored in for 2021 for both new positions. Medical insurance for 2020 will be \$5712.00 per year. Factoring in the 5% increase for 2021 the cost will be \$6000.00.

Dental insurance for 2020 will be \$420.00 per year. Factoring in a 5% increase for 2021 the cost will be \$441.00.

Life insurance, long-term disability and retirement, as well as the health-related insurances are necessary tools to assist in retaining employees.

Life insurance for 2020 will be \$72.00 per year. Factoring in a 5% increase for 2021 the cost will be \$76.00.

Long-term disability is .0036% of the total salary for both new positions.

Boone County offers a 401A matching plan. The matching amount is \$25.00 per pay period and there are 26 pay periods for 2020 and 26 for 2021 for both new positions.

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**PRN/Overtime**

Name	Title	PRN/Overtime Pay	Hours on Project	Total Cost	Local Match %	Local Match Share	Federal/State Share
				\$0.00		\$0.00	\$0.00

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## PRN/Overtime Justification

### PRN/Overtime Justification

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

*If using Match in this section please identify who will be providing these funds and describe the source of the funds.*

*If an PRN/Overtime pay rate increase is included, address the individuals eligibility for such increase, the percentage of increase, and the effective date of the increase.*

*If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.*

*Supplanting DOES apply to non-profit agencies as well as government agencies.*

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## PRN/Overtime Benefits

Category	Item	PRN/Overtime Premium	Percentage/# of Periods	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share
					\$0.00		\$0.00	\$0.00

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## PRN/Overtime Benefits Justification

### PRN/Overtime Benefits Justification

*If PRN/Overtime benefits are included in the budget, provide justification for each fringe benefit.*

*If using Match in this section please identify who will be providing these funds and describe the source of the funds.*

*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.*

*If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.*

*Supplanting DOES apply to non-profit agencies as well as government agencies.*

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## Volunteer Match (\$18.00/hour)

Description of Service	Number of Volunteers	Total Hours	Local Match Share
			\$0.00

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## Volunteer Match Justification

### Volunteer Match Justification

If volunteer match is included in your application explain the number of volunteers that will be used, the activities that they will be conducting and when they will be conducting these activities (day, evening, weekends).

## Travel/Training

Item	Category	Unit Cost	Duration	Number	Total Cost	Local Match %	Local Match Share	Federal/State Share
					\$0.00		\$0.00	\$0.00

## Travel/Training Justification

### Travel/Training Justification

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 name of training or conference, the location, and date(s) of the training. If either the name, 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.

If using Match in this section please identify who will be providing these funds and describe the source of the funds.

If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

Supplanting DOES apply to non-profit agencies as well as government agencies.

## Equipment

Item	Description	Unit Cost	Quantity	Source of Bid	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share
Color Printer	Color Printer for DV Investigator	\$1,200.00	1.0	Boone County I.T. Dept	100.0	\$1,200.00	0	\$0.00	\$1,200.00



Desk Chair	Desk Chair for DV Assistant Prosecuting Attorney & Investigator	\$525.00	2.0	Inside the Lines	100.0	\$1,050.00	0	\$0.00	\$1,050.00
Dual Monitors	Dual Monitors for DV Assistant Prosecuting Attorney & Investigator	\$400.00	4.0	Boone County I.T. Dept	100.0	\$1,600.00	0	\$0.00	\$1,600.00
Personal Computer	PC for DV Assistant Prosecuting Attorney & Investigator	\$1,000.00	2.0	Boone County I.T. Dept	100.0	\$2,000.00	0	\$0.00	\$2,000.00
Scanner	Scanner for DV Investigator	\$1,200.00	1.0	Boone County I.T. Depart	100.0	\$1,200.00	0	\$0.00	\$1,200.00
Work Station	Work Station for DV Assistant Prosecuting Attorney	\$4,200.00	1.0	Inside the Lines	100.0	\$4,200.00	0	\$0.00	\$4,200.00
						\$11,250.00		\$0.00	\$11,250.00
						0			0

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## Equipment Justification

Equipment Justification

*If equipment is included in the budget, provide justification for each item.*

*Address why the item is needed, whether it is a replacement or an addition, who will use it, and how it will be used.*

*If using Match in this section please identify who will be providing these funds and describe the source of the funds.*

*If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.*

*Supplanting DOES apply to non-profit agencies as well as government agencies.*

We are requesting a computer and dual monitors for our new DV assistant prosecuting attorney and investigator. We are also requesting a color printer, a scanner and editing software for the investigator. Both positions require the basic tools that the other assistant prosecuting attorneys and investigators have in order to perform their jobs. Currently our assistant prosecuting attorneys do not have printers and scanners, but all of our investigators do. The investigators scan, edit and print photos and other evidence that is required for investigation and trial and they need the appropriate software and hardware to complete these tasks. The cost estimates for computer equipment are provided by our Boone County I.T. Department.

We are requesting a work station and task chair for the new DV assistant prosecuting attorney. It will be necessary to convert one of our interview rooms into an office for the new DV assistant prosecuting attorney because there is no more office space available in the Boone County Prosecuting Attorney's Office. With our space shortage, the new DV investigator will sit in one of our intern cubicles and there is existing furniture in that cubicle. We will also need to purchase a new task chair for the investigator. The cost estimate for the work station and task chairs is provided by Inside the Lines, and a copy of that estimate is attached to this application.

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### Supplies/Operations

Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share
Adobe Premiere Pro Editing Software License for Investigator	One-Time	\$370.00	1.0	100.0	\$370.00	0	\$0.00	\$370.00

Adobe Pro - Software License for DV Assistant Prosecutin g Attorney	One-Time	\$170.00	1.0	100.0	\$170.00	0	\$0.00	\$170.00
Karpel - Yearly Technolog y Fee	Annual	\$65.00	4.0	100.0	\$260.00	0	\$0.00	\$260.00
Karpel License - DV Assistant Prosecutin g Attorney & Investigat or	One-Time	\$1,850.00	2.0	100.0	\$3,700.00	0	\$0.00	\$3,700.00
Karpel Yearly Maintenan ce Fee - DV Assistant Prosecutin g Attorney & Investigat or	Annual	\$450.00	4.0	100.0	\$1,800.00	0	\$0.00	\$1,800.00
Microsoft User CAL	One-Time	\$65.00	2.0	100.0	\$130.00	0	\$0.00	\$130.00
Office 365 Annual Software License - DV APA & Investigat or	Annual	\$215.00	4.0	100.0	\$860.00	0	\$0.00	\$860.00

Symantec Antivirus Maintenance Fee -DV Assistant Prosecuting Attorney & Investigator	Annual	\$21.00	4.0	100.0	\$84.00	0	\$0.00	\$84.00
Symantec Antivirus Software License - DV Assistant Prosecuting Attorney & Investigator	One-Time	\$60.00	2.0	100.0	\$120.00	0	\$0.00	\$120.00
					\$7,494.00		\$0.00	\$7,494.00

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## Supplies/Operations Justification

### Supplies/Operations Justification

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

*Address why the item is necessary for the proposed project, who will use it, and how it will be used.*

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

*If using Match in this section please identify who will be providing these funds and describe the source of the funds.*

*If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.*

*Supplanting DOES apply to non-profit agencies as well as government agencies.*

The new DV assistant prosecuting attorney and investigator will need specific software licenses in order to perform their jobs. The cost for Adobe Premier Pro will be \$370.00 and the DV investigator will use it to view, edit, create, print and manage PDFs. The cost for Adobe Acrobat Pro will be \$170.00 and will be used by the DV assistant prosecuting attorney to view, create, print and redact sensitive victim information from documents that will be disclosed to the defense and filed with the Court. We are now paperless and E-File all our documents with the Court, and using Adobe Acrobat Pro is far more efficient when redacting information than redacting by hand. All Boone County staff members use Prosecutor by Karpel PBK case management system, Microsoft CAL, Office 365 and, Symantec Antivirus software to protect our electronic data. Each PBK license fee one-time cost will be \$1850.00. PBK also requires a yearly maintenance fee and a yearly technology fee. The yearly cost for PBK maintenance will be \$450.00 per person per year for 2020 and 2021 and the yearly PBK technology fee will be \$65.00 per person per year for 2020 and 2021. The yearly cost for Office 365 will be \$215.00 and Microsoft User CAL will be \$65.00 per person per year for 2020 and 2021. Symantec Antivirus Software license one time fee will be \$60.00 per person and there is a \$21.00 maintenance fee per person per year for 2020 and 2021.

### Contractual

Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share
					\$0.00		\$0.00	\$0.00

### Contractual Justification

#### Contractual Justification

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

*Address why each item is necessary for the proposed project and 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.*

*If using Match in this section please identify who will be providing these funds and describe the source of the funds.*

*If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.*

*Supplanting DOES apply to non-profit agencies as well as government agencies.*

### Indirect Costs

Item	Project Indirect Costs Type	Indirect Rate	Total Indirect Costs	Local Match %	Local Match Share	Federal/State Share:
			\$0.00		\$0.00	\$0.00

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## Indirect Cost Justification

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### Total Budget

Total Federal/State Share:	\$518,795.36
Federal/State Share Percentage:	75.0%
Total Local Match Share:	\$172,939.43
Local Match Share Percentage:	25.0%
Total Project Cost:	\$691,734.79

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### VAWA Data Form

Budget Total: \$518,795.36

*Please only select one category for your proposed project; the percentage should equal 100% for this category.  
The requested STOP Program funds will be used for:*

Law Enforcement:*	0%	\$0.00
Prosecution:*	100.0%	\$518,795.36
Victim Services Project:*	0%	\$0.00
Court:*	0%	\$0.00
Discretionary:*	0%	\$0.00
Culturally Specific:*	0%	\$0.00
Other:*	0%	\$0.00

Project Focus: Domestic Violence Services, Sexual Assault Services

*Indicate the anticipated number of victims to be served by this STOP funded project*

Total Victims of Crime: 2880

Hotline Calls: 0

*Indicate the anticipated number of women, children, and men to be served by this STOP funded project and the anticipated number of bednights.*

Women:	2880
Children:	0
Men:	0
Bed-Nights:	0

*If a training/technical assistance project, show the anticipated number of people and/or communities to be trained:*

People:	0
Communities:	0

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## Type of victimization

Budget Total 1	\$518,795.36	
Sexual assault*	10.0%	\$51,879.54
Domestic violence/dating violence*	90.0%	\$466,915.82
Stalking*	0%	\$0.00
Total	100.0%	\$518,795.36
	(must equal 100%)	(must equal budget total 1)

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## Audit Requirements

Date last audit was completed:	RubinBrown LLP St. Louis, Missouri
Date(s) covered by last audit:	01/01/2018-12/31/2018
Last audit performed by:	RubinBrown LLP St. Louis, Missouri
Phone number of auditor:	314-290-3300
Date of next audit:	2020
Date(s) to be covered by next audit:	01/01/2019-12/31/2019
Next audit will be performed by:	RubinBrown LLP St. Louis, Missouri

*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, 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.*

**Federal Amount:** \$2,424,456.00

**State Amount:** \$2,593,791.00

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## **Required Attachments**



Attachment	Description	File Name	File Size	Type
A detailed copy of your agency's organizational chart (REQUIRED)	Organizational Chart VAWA 2020-2021	Organizational Chart VAWA 2020-2021.pdf	98.5 MB	pdf
Agency's Policies & Procedures relating to Internal Controls (REQUIRED)	Boone County Purchasing Policy Manual	Boone County Purchasing Policy Manual.pdf	98.5 MB	pdf
Job descriptions and last Pay Stub for personnel involved in this proposed project (REQUIRED)	VAWA Job Descriptions & Pay Stubs 2020-2021	VAWA Job Descriptions & Pay Stubs 2020-2021.pdf	98.5 MB	pdf
Your agency's profit/loss statement from the past two (2) years for your agency as a whole (if applicable)			98.5 MB	
Your Agency's Current Budget (REQUIRED)	Budget 2019	Budget 2019.pdf	98.5 MB	pdf
Your Agency's Previous Budget (REQUIRED)	Budget 2017 & 2018	Budget 2017 & 2018.pdf	98.5 MB	pdf
Board of Directors listing (if applicable)			98.5 MB	
Documentation of Nonprofit Status (if applicable)			98.5 MB	
Letters of Collaboration/MOU's (REQUIRED)	DOVE - Procedure & Protocols/Collaboration	DOVE Procedural Protocols - 2019 signed.pdf	98.5 MB	pdf
Copy of Contractual Agreement (if applicable)			98.5 MB	
Indirect Cost Rate documentation (if applicable)			98.5 MB	

Agency's most recent financial audit, or financial statement (if audit is unavailable)(REQUIRED)

2018 Single Audit - Boone County, Missouri	2018 Single Audit Report - Boone County, Missouri.pdf	98.5 MB	pdf
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Acknowledgement of Confidentiality and Privacy Provisions (REQUIRED)

Acknowledgement of Notice of Statutory Requirement to Comply with Confidentiality and Privacy Provisions of the VAWA, amended.	Acknowledgement of Notice to Comply with Confidentiality(2018).pdf	98.5 MB	pdf
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## Other Attachments

File Name	Description	File Size
Inside the Lines Estimate BC Prosecutor KI 700 Series L-Desk and Chairs - Grant Fund Request.pdf	Inside the Lines - Furniture Proposal for New DV Assistant Prosecutor & DV Investigator	68 KB
Victim Services Survey 2019 - English Version.pdf	Victim Services Survey 2019 - English Version	541 KB
Victim Services Survey 2019 - Spanish Version.pdf	Victim Services Survey 2019 - Spanish Version	420 KB

## Self Evaluation Risk Assessment

### Section 1: General Information

1. Is the applicant agency on the Federal Excluded Parties List? System for Award Management (SAM) IF APPLICANT IS ON THE LIST THEY ARE NOT ELIGIBLE FOR FUNDING. **No**

2. Is the applicant agency on the State Excluded Parties List? MO Vendors Suspension/Debarment List IF APPLICANT IF APPLICANT IS ON THE LIST THEY ARE NOT ELIGIBLE FOR FUNDING. **No**

3. Does the applicant agency have new personnel that will be working on this project? (New personnel is defined as working with this award type less than 12 months.) **Yes**

3(a) If answered yes on Q3, please indicate who the new personnel are and their position(s):

**We are asking for an additional Asst Pros Atty and an investigator. These positions are to-be-hired.**

4. Does the applicant agency have new fiscal or time accounting systems that will be used on this award?  
(New systems are defined as a system that is less than 12 months old.)

Yes

4(a) If answered yes on Q4, please indicate the system name, date of change, and system purpose:

County has contracted for new HR/Finance software and expects to implement in 2021.

5. If the applicant agency is a previous subrecipient, have there been issues expending all grant funds during the subaward period (30% or more grant funds remaining at the end of the contract)?

No

5(a) If answered yes on Q5, please explain issues expending grant funds:

#### Other Direct Awards

6. Does the applicant agency receive other direct Federal/State awards? (Direct awards are those applied for and received directly; there is no intermediary/pass-through agency, such as DPS.)

No

6(a) If answered yes to Q6, please list direct Federal/State award(s) received:

Receive direct payments from various Federal Agency for Payments in Lieu of Taxes (PILT).

7. Has the applicant agency received any Federal/State monitoring on a direct award in the last fiscal year?

No

7(a) If answered yes to Q7, please list which direct Federal/State awards were monitored:

7(b) Were there any noncompliance findings during the Federal/State monitoring in the last fiscal year?

No

7(c) If answered yes to Q7(b), please discuss these findings:

#### Section 2: Audit

8. Did the applicant agency meet/exceed the \$750,000 threshold for Federal funds or \$375,000 threshold for State funds, requiring completion of an audit?

Yes

8(a) If answered yes on Q8, was a single audit completed?

Yes

9. Does the applicant agency have a completed audit that is less than 3 years old?

Yes

9(a) If answered yes on Q9, please list when the last audit was completed:

2019

10. Were there any findings, weaknesses, or deficiencies in the most recently completed agency audit?

No

10(a) If answered yes on Q10, please describe findings:

#### Agency Risk Assessment

Risk Assessment Completed By:

Daniel Atwill - Presiding Commissioner

*Enter Name and Title*

Date Risk Assessment Completed:

11/05/2019

## STOP Certification

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

Consultation with Victim Services **Yes**

*Your typed name as the applicant authorized official, in lieu of signature, represents your legal binding acceptance that the agency has consulted with a community victim service agency before submitting this application.*

Title: **Presiding Commissioner**

Authorized Official Name: **Daniel Atwill**

Agency Type **Prosecution**

Date: **11/05/2019**

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## Application 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:*

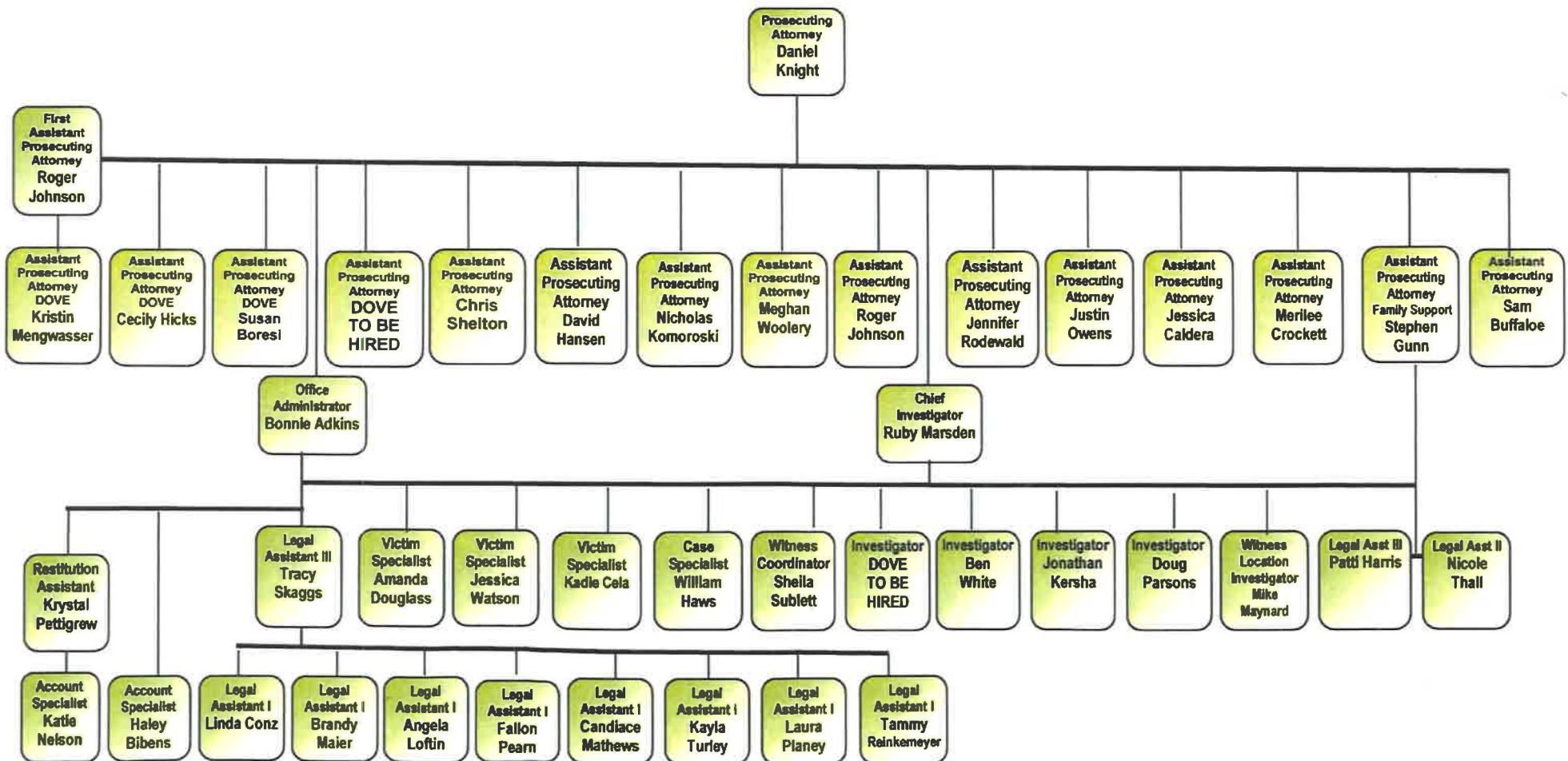
### **2020-2021 VAWA Certified Assurances**

*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.*

I have read and agree to the terms and conditions of the grant. **Yes**

## Boone County Prosecuting Attorney Organizational Chart

The Boone County Prosecuting Attorney is responsible for the prosecution of criminal violations that occur within this jurisdiction and for Family Support Enforcement. The office is comprised of 42 staff members. Staff includes the elected Prosecutor, 14 Assistant Prosecuting Attorneys, 5 Investigators, a Victim Response Team, a Bad Check and Delinquent Tax Unit as well as support staff.



# Boone County Purchasing Policy Manual



**Readopted and Amended by the  
Boone County Commission  
Commission Order #: 44-2018  
Date: 1-25-18**

**Daniel K. Atwill**  
Presiding Commissioner

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# ARTICLE 1-GENERAL PROVISIONS

## Part A--Purpose and Application

### §1-101 Purpose.

The purpose of this Policy is to provide for the fair and equitable treatment of all persons involved in public purchasing by the County of Boone, hereinafter referred to as County, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

### §1-102 Application.

This Policy applies to contracts for the procurement of supplies, and services, entered into by the County after the effective date of this Policy, unless the parties agree to its application to contracts entered into prior to the effective date. It shall apply to every expenditure of public funds by all Administrative Authorities irrespective of the source of the funds. When the procurement involves the expenditure of federal assistance or contract funds, the procurement shall be conducted in accordance with any mandatory applicable federal law and regulations. Nothing in this Policy shall prevent any public agency from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.

## Part B--Definitions

### §1-201 Definitions.

(1) *Addendum.* – An addition or supplement to a document, for example, items or information added to a procurement document (i.e. bid).

(2) *Administrative Authority.* Any Elected County Official or Department Head or a person designated by them to authorize procurement and the expenditure of County funds pursuant to this Policy.

(3) *Amendment.* A revision or change to a document, generally the contract; often used to correct a solicitation.

(4) *Architect-Engineer and Land Surveying Services.* Those professional services within the scope of the practice of architecture, professional engineering, or land surveying as defined by the laws of the State of Missouri Section 8.285 RSMo.

(3) *Blind Trust.* An independently managed trust in which the employee-beneficiary has no management rights and in which the employee-beneficiary is not given notice of alterations in, or other dispositions of, the property subject to the trust.

(4) *Or Equal Specification.* A specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other salient characteristics needed to meet Boone County requirements, and which provides for the submission of equivalent products.

(5) *Brand Name Specification.* A specification limited to one or more items by manufacturers' names or catalogue numbers.

(6) *Business.* Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

(7) *Change Order*. A written alteration to a contract, initiated by the purchasing agent and signed by the Boone County Commission, in accordance with the terms of the contract, unilaterally directing the contractor to make changes.

(8) *Contract Modification* (bilateral change). Any written alteration to any provision of the contract (i.e. specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract) accomplished by mutual action of the parties to the contract.

(9) *Confidential Information*. Any information which is available to an employee only because of the employee's status as an employee of the County and is not a matter of public knowledge or available to the public on request.

(10) *Construction*. The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

(11) *Contract*. All types of Boone County agreements, regardless of what they may be called, for the procurement or disposal of supplies, services or construction.

(12) *Contractor*. Any person having a contract with the County or an Administrative Authority thereof.

(13) *Cost Analysis*. The evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.

(14) *Cost Data*. Factual information concerning the cost of labor, material, overhead, and other cost elements which are expected to be incurred or which have been actually incurred by the contractor in performing the contract.

(15) *Cost-Reimbursement Contract*. A contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of this Policy, and a fee or profit, if any.

(16) *Disadvantaged Business*. A small business which is owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.

(17) *Employee*. An individual drawing a salary or wages from the County, whether elected or not; any non-compensated individual performing personal services for the County or any department, agency, commission, council, board, or any other entity established by the executive or legislative branch of the County; and any non-compensated individual serving as an elected official of the County.

(18) *Financial Interest*.

(a) Ownership of any interest for involvement in any relationship from which, or as a result of which, a person within the past fiscal year has received, or is presently or in the future entitled to receive, more than \$1,000 per year, or its equivalent;

(b) Ownership of 10% of any property or business; or

(c) Holding a position in a business such as officer, director, trustee, partner, employee, or the like, or holding any position of management.

(19) *Gratuities* – Gratuities include any material goods or services offered with the intent of, or providing the potential for, influencing the buying decision. As such, gratuities may be offered to the purchaser, or to other persons involved in purchasing decisions (or members of their immediate family).

(20) *Immediate Family*. A spouse, children, parents, brothers, and sisters.

(21) *Invitation for Bid*. A formal request to prospective vendors soliciting bids; contains, or incorporates by reference, the specifications or scope of work and all contractual terms and conditions. Boone County Purchasing initiates *Invitation for Bids* for disposal of surplus property.

(22) *Person*. Any business, individual, union, committee, club, other organization, or group of individuals.

(23) *Price Analysis*. The evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.

(24) *Pricing Data*. Factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices. The definition refers to data relevant to both prime and subcontract prices.

(25) *Procurement*. The buying, purchasing, renting, leasing, or otherwise acquiring of any supplies or services. It also includes all functions that pertain to the obtaining of any supply, or service, including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration.

(26) *Public Agency*. A public entity subject to or created by the County.

(27) *Purchase*. The term "purchase" as used in this policy refers to the procurement of any and all supplies, materials, equipment, contractual services or articles and shall include the rental or leasing of any equipment or articles as described and required in this policy. A purchase is defined as the value of one transaction, regardless of the number or type of items acquired or ordered in that transaction.

(28) *Qualified Products List*. An approved list of supplies, services, or items described by model or catalogue numbers, which, prior to competitive solicitation, the County has determined will meet the applicable specification requirements.

(29) *Request for Quotation (RFQ)*. An informal solicitation or request for information, where oral or written quotes are obtained from vendors, without formal advertising or receipt of sealed bids. Used only where statutes do not require formal sealed bids, such as small or emergency purchases, but price competition is desired.

(30) *Request for Bid*. A formal request to prospective vendors soliciting bids; contains, or incorporates by reference, the specifications or scope of work and all contractual terms and conditions.

(31) *Request for Proposal*. All documents, whether attached or incorporated by reference, utilized for soliciting proposals. A proposal solicitation method used for requirements exceeding authorized limits when it is expected that negotiations with one or more offerors may be required with respect to any aspect of the requirements, or other factors will be considered in the selection of the contractor in addition to price, or only one source is being solicited.

(32) *Responsible Bidder or Offeror*. A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

(33) *Responsive Bidder*. A person who has submitted a bid which conforms in all material respects to the requirements set forth in the Request for Bid.

(34) *Services*. The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

(35) *Small Business.* A United States business which is independently owned, and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation.

(36) *Specification.* Any description of the physical or functional characteristics or of the nature of a supply or service. It may include a description of any requirement for inspecting, testing, or preparing a supply, or service for delivery.

(37) *Supplies.* All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

## Part C--Public Access to Procurement Information

### **§1-301 Public Access to Procurement Information.**

Procurement information shall be a public record to the extent provided in Section 610.010 and 109.180 RSMo. and shall be available to the public as provided in such statute.

## **ARTICLE 2--OFFICE OF THE PURCHASING AGENT**

### **§2-101 Establishment, Appointment, and Tenure.**

(1) *Establishment of the Position of Purchasing Agent* (50.753 RSMo) There is hereby created the position of purchasing agent (1995), who shall be the County's principal public purchasing official and serve at the pleasure of the Boone County Commission.

(2) *Appointment.* The purchasing agent shall be appointed by the Boone County Commission. The purchasing agent shall have a Bachelor's degree and a minimum of five (5) years public purchasing experience in a government setting and two years management experience. Preferred qualifications include a Master's Degree and certification as a Certified Professional Public Buyer (CPPB), a Certified Public Purchasing Officer (CPPO), or a Certified Purchasing Manager (CPM).

(3) *Tenure.* The purchasing agent shall be appointed to serve an indefinite term and may be removed from office by the Boone County Commission.

### **§2-102 Authority and Duties.**

(1) *Principal Public Purchasing Official.* Except as otherwise provided herein, the purchasing agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of supplies and services in accordance with this Policy, as well as the management and disposal of supplies and fixed assets.

(2) *Duties.* In accordance with this Policy, and subject to the supervision of the Boone County Commission, the purchasing agent shall:

(a) Procure or supervise the procurement of all supplies and services needed by the County; (50.755 RSMo)

(b) Sell, trade, or otherwise dispose of surplus supplies and fixed assets belonging to the County and

(c) Establish and maintain programs for specifications development, contract administration and inspection and acceptance, in cooperation with the public agencies using the supplies and services.

(3) *Operational Procedures.* Consistent with this Policy, and with the approval of the Boone County Commission, the purchasing agent may adopt operational procedures relating to the execution of its duties.

### **§2-103 Delegations to Other County Officials.**

With the approval of the Boone County Commission, the purchasing agent may delegate authority to purchase certain supplies, services, or construction items to other Administrative Authorities if such delegation is deemed necessary for the effective procurement of those items. Notwithstanding the provisions of Section 2-102 (Authority and Duties), procurement authority with respect to certain supplies, services, or construction may be delegated to Administrative Authorities by the Boone County Commission, when such delegation is evidenced by a formal commission order for the effective procurement of these supplies, services, or construction.

## ARTICLE 3--SOURCE SELECTION AND CONTRACT FORMATION

### Part A--Methods of Source Selection (for purchases exceeding \$6,000 in a 90-day period)

#### §3-101 Competitive Sealed Bidding.

(1) *Conditions for Use.* All contracts of the County shall be awarded by competitive sealed bidding except as otherwise provided in Sections 3-102 (Competitive Sealed Proposals), 3-103 (Contracting for Designated Professional Service), 3-104 (Small Purchases), 3-105 (Sole Source Procurement), 3-106 (Emergency Procurements), or 5-401 (Public Announcement and Selection Process) of this Policy.

(2) *Invitation for Bids and Request for Bids.* An Invitation for Bids and Request for Bids shall be issued and shall include specifications, and all contractual terms and conditions applicable to the procurement.

(3) *Public Notice.* All public notices of the Invitation for Bids and Request for Bids shall be given a reasonable time, not less than fifteen (15) calendar days prior to the date set forth therein for the opening of bids. When time is of the essence, the Purchasing Director has the discretion to shorten the minimum time the bid is left open, with an opening date of 3 days from time of issue to allow for an emergency faxed/emailed bid. Such notice may include publication in a newspaper of general circulation of at least five hundred copies per issue a reasonable time prior to bid opening. (50.660 RSMo). The public notice shall state the place, date, and time of bid opening.

(4) *Bid Opening.* Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation for Bids or Request for Bids. The amount of each bid, and such other relevant information as the purchasing agent deems appropriate, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection in accordance with Section 1-301 (Public Access to Procurement Information). Bids are generally opened in the Purchasing department except for bids greater than \$250,000 and Road Project bids generated by the Public Works department. The County Commission prefers these be opened in a scheduled Commission meeting.

(5) *Bid Award Recommendations.* The Purchasing Department shall present bid award recommendations in two scheduled commission meetings for all contract awards except for bid award recommendations for bids opened in scheduled Commission meetings which may be approved by County Commission during the first reading following the public bid opening.

(6) *Bid Acceptance and Bid Evaluation.* Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Policy. Bids shall be evaluated based on the requirements set forth in the Invitation for Bids or Request for Bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The Invitation for Bids or Request for Bids will set forth the evaluation criteria to be used.

(7) *Correction or Withdrawal of Bids; Cancellation of Awards.* Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or in such circumstances, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received in the office designated in the Invitation for Bids or Request for Bids prior to the time set for bid opening. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

- (a) the mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident; or
- (b) the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the purchasing agent.

(8) *Award.* The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation for Bids or Request for Bids. In the event the low responsive and responsible bid for a construction project exceeds available funds as certified by the Boone County Auditor, and such bid does not exceed such funds by more than [five] percent, the purchasing agent is authorized, when time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder, in order to bring the bid within the amount of available funds. Any such negotiated adjustment shall be based only upon eliminating independent deductive items specified in the Invitation for Bids or Request for Bids.

(9) *Multi-Step Sealed Bidding.* When it is considered impractical to prepare initially a purchase description to support an award based on price, an Invitation for Bids or Request for Bids may be issued requesting the submission of un-priced offers to be followed by an Invitation for Bids or Request for Bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

### **§3-102 Competitive Sealed Proposals (Request for Proposals).**

(1) *Conditions for Use.* When the purchasing agent determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the County, a contract may be entered into by use of the competitive sealed proposals method.

(2) *Request for Proposals.* Proposals shall be solicited through a Request for Proposals.

(3) *Public Notice.* Adequate public notice of the Request for Proposals shall be given in the same manner as provided in Section 3-101(3) (Competitive Sealed Bidding, Public Notice); provided, the minimum time shall be thirty (30) calendar days. When time is of the essence, the Purchasing Director has the discretion to shorten the minimum time the proposal is left open, with an opening date of 21 days from time of issue.

(4) *Receipt of Proposals.* No proposals shall be handled so as to permit disclosure of the contents of any proposal to competing offeror's during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award (610.021 RSMo).

(5) *Evaluation Factors.* The Request for Proposals shall state the relative importance of price and other evaluation factors.

(6) *Discussion with Responsible Offerors and Revisions to Proposals.* As provided in the Request for Proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

(7) *Award.* Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.

### **§3-103 Contracting for Designated Professional Services.**

(1) *Authority.* For the purpose of procuring professional services as defined by the laws of the State of Missouri, any Administrative Authority requiring such services may procure them on its own behalf. No contractor for the services of County Counselor may be awarded without the approval of the Boone County Commission. The Boone County Purchasing department recommends that the following selection procedures be followed in these instances.

(2) *Selection Procedure.*

(a) *Obtain Statement of Qualifications.* Persons engaged in providing the designated types of professional services may submit statements of qualification and expressions of interest in providing such professional services. An Administrative Authority using such professional services may specify a uniform format for statements of qualifications. Persons may amend these statements at any time by filing a new statement. (See sample Exhibit A)

(b) *Provide adequate Public Announcement and Form of Request for Proposals.* Adequate public notice of the Request for Proposals shall be given in the same manner as provided in Section 3-102(3) (Competitive Sealed Proposals, Public Notice); provided the minimum time shall be thirty (30) calendar days. The Request for Proposals shall describe the services required, list the types of information and data required of each offeror, and state the relative importance of particular qualifications. Refer to paragraph 3-102 for competitive sealed proposals' procedures.

(c) *Conduct Discussions.* The Administrative Authority procuring the required professional services may conduct discussions with any offeror who has submitted a proposal to determine such offeror's qualifications for further consideration. Discussions shall not disclose any information derived from proposals submitted by other offerors.

(d) *Award.* A written award shall be made to the offeror selected by the Administrative Authority procuring the required professional services. The award will be based on the evaluation factors set forth in the request for proposals. If compensations cannot be agreed upon with the best qualified offeror, then negotiations will be formally terminated with the selected offeror. If proposals were submitted by one or more other offerors determined to be qualified, negotiations may be conducted with such other offeror or offerors, in the order of their respective qualification ranking, and the contract may be awarded to the offeror then ranked best qualified if the amount of compensations is determined to be fair and reasonable.



### **§3-105 Sole Source Procurement.**

A contract of a value in excess of \$6000 in a 90-day period may be awarded without competition when the Commission finds that there is only one feasible source for the required supply, or service item. The requesting department must complete a Sole Source Request Form and submit it to the Purchasing department. (See attached Exhibit B). The Purchasing department shall keep and maintain, and provide upon request of the Commission documentation, after conducting a good faith review of available sources, that there is only one feasible source for the required supply or service. The purchasing agent shall conduct negotiations as to price, delivery, and terms as appropriate under the circumstances. The Purchasing department shall also advertise the requesting department's intent to make a sole source purchase of a value in excess of \$6000 in at least one daily and one weekly newspaper of general circulation in such places as are most likely to reach prospective bidders or offerors. Except for regulated utility services, a record of sole source procurements shall be maintained as a public record in the Purchasing department and shall list each contractor's name, the amount and type of each contract, a listing of the item(s) procured under each contract, and the identification number of each contract file. The Purchasing Agent will review the record of sole source providers yearly in December, and submit the list of renewals for approval for the next fiscal year to the commissioners in regular session.

### **§3-106 Emergency Procurements.**

Notwithstanding any other provisions of this Policy, and by direction of the liaison Commissioner to any Department, and in the absence of an assigned liaison Commissioner, it shall be the Presiding Commissioner, the purchasing agent may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. In the case of a major disaster affecting County operations caused by weather, terrorism, war, accidents, explosions, Acts of God, etc. the Presiding Commissioner or liaison Commissioner could enact the emergency purchasing policy to cover whatever goods or services may be necessary to stabilize the County's operations. A written determination of the basis for the emergency and for the selection of the particular contractor shall be documented on the *Emergency Procurement Form* and submitted to the Purchasing Department by the requesting department. (See attached Exhibit C) As soon as practicable, a record of each emergency procurement shall be made and maintained in the Purchasing department contract file and shall set forth the contractor's name, the amount and type of the contract, a listing of the item(s) procured under the contract, and the identification number of the contract file.

### **§3-107 Cancellation of Request for Bid or Request for Proposal.**

A request for bid, a request for proposal, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interests of the County. The reasons therefor shall be made part of the bid file. Each solicitation issued by the County shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the County. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will

be given to compete on any re-solicitation or any future procurement of similar items. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

**§3-108 Non-Competitive Negotiations (Sole Source Procurement / Single Source Procurement).**

A contract may be awarded without competition when the liaison Commissioner to any Department, and in the absence of an assigned liaison Commissioner, it shall be the Presiding Commissioner, agree that the required supply, or service item falls under a non-competitive negotiation. Used in those specific instances where competition is nonexistent; or to satisfy certain proprietary conditions caused by the existence of patents, copyrights, secret processes; or the purchase of captive replacement parts, OEM parts or components for equipment, as well as the technical services related to such equipment; as long as governmental policy, rules and regulations do not prohibit them.

**Part B--Qualifications and Duties of Bidders and Offerors**

**§3-201 Responsibility of Bidders and Offerors.**

(1) *Determination of Non-responsibility.* Following the bid award, if a bidder or offeror who otherwise would be awarded a contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the purchasing agent and retained in the bid file. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder or Offeror. The final determination shall be made part of the bid file and be made a public record.

**§3-202 Cost or Pricing Data in Capital Projects.**

(1) *Required Submissions Relating to the Award of Contracts.* A prospective contractor shall submit cost or pricing data when the contract is expected to exceed \$100,000 and is to be awarded by competitive sealed proposals (Section 3-102; Competitive Sealed Proposals), or by sole source procurement authority (Section 3-105; Sole Source Procurement).

(2) *Exceptions.* The submission of cost or pricing data relating to the award of a contract is not required when:

- (a) the contract price is based on adequate price competition;
- (b) the contract price is based on established catalogue prices or market prices;
- (c) the contract price is set by law or regulation; or
- (d) it is determined in writing by the purchasing agent, and at the direction of the Boone

County Commission, that the requirements of Section 3-202(1) (Cost or Pricing Data; Required Submissions Relating to the Award of Contracts) may be waived, and the determination states the reasons for such waiver (i.e. Emergency 3-106).

(3) *Required Submissions Relating to Change Orders or Contract Modifications.* A contractor shall submit cost or pricing data prior to the pricing of any change order or contract modification, including adjustments to contracts awarded by competitive sealed bidding, whether or not cost or modification involves aggregate increases or aggregate decreases in costs plus applicable profits that are expected to exceed \$100,000.

(4) *Exceptions.* The submission of cost or pricing data relating to the pricing of a change order or contract modification is not required when:

(a) unrelated and separately priced adjustments for which cost or pricing data would not be required are consolidated for administrative convenience; or

(b) it is determined in writing by the purchasing agent, and as approved by the Boone County Commission, that the requirements of Section 3-202(3) (Cost or Pricing Data; Required Submissions Relating to Change Orders or Contract Modifications) may be waived, and the determination states the reasons for such waiver.

(5) *Certification Required.* A contractor, actual or prospective, required to submit cost or pricing data in accordance with this Section, shall certify that, to the best of its knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of a mutually specified date prior to the award of the contract or the pricing of the change order or contract modification.

(6) *Price Adjustment Provision Required.* Any contract award, change order, or contract modification under which the submission and certification of cost or pricing data are required shall contain a provision stating that the price to the County, including profit or fee, shall be adjusted to exclude any significant sums by which the County finds that such price was increased because the contractor-furnished cost or pricing data was inaccurate, incomplete, or not current as of the date agreed upon between the County and the contractor.

### **§3-203 Cost or Price Analysis.**

A cost analysis or price analysis, as appropriate, shall be conducted prior to award of the contract other than one awarded under Section 3-101 (Competitive Sealed Bidding). A written record of such cost analysis or price analysis shall be made a part of the contract file.

### **§3-204 Bid and Performance Bonds on Supply or Service Contracts.**

Bid and performance bonds or other security may be requested for supply contracts or service contracts as the Purchasing Agent or Administrative Authority deems advisable to protect the County's interests. The Purchasing department generally requests bonds and securities for contracts greater than \$50,000, however the Purchasing Agent or Administrative Authority has the discretion to request bonds or other security for contracts less than \$50,000. Any such bonding requirements shall be set forth in the solicitation. Bid or performance bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility. (Bidders submit Bid Bond – in the amount of 5% of bid. Then Contractor submits a Performance Bond and a Labor & Material Bond for full amount of contract amount)).

## **Part C--Types of Contracts and Contract Administration**

### **§3-301 Types of Contracts.**

(1) *General Authority.* Subject to the limitations of this Section, any type of contract which is appropriate to the procurement and which will promote the best interests of the County may be used. A cost-plus-a-percentage-of-cost contract is prohibited. A cost reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the County than any other type of contract, or that it is impracticable to obtain the supply, service, or construction item required except under such a contract.

#### *(2) Multi-Term Contracts.*

(a) *Specified Period.* Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the

County, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds.

(b) *Determination Prior to Use.* Prior to the utilization of a multi-term contract, it shall be determined in writing by the requesting administrative authority:

(i.) that estimated requirements cover the period of the contract and are reasonably firm and continuing; and

(ii) that such a contract will serve the best interests of the County by encouraging effective competition or otherwise promoting economies in Boone County procurement.

(c) *Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods.* When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled, and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for such purposes.

(3) *Multiple Source Contracting.*

(a) *General.* A multiple source award is an award of an indefinite quantity contract for one or more similar supplies or services to more than one bidder or offeror. The obligation to order the County's actual requirements is limited by the provisions of Uniform Commercial Code Section 2-306(1).

(b) *Limitations on Use.* A multiple source award may be made when award to two or more bidders or offerors for similar products is necessary for adequate delivery, service, or product compatibility. Any multiple source award shall be made in accordance with the provisions of Section 3-101 (Competitive Sealed Bidding), Section 3-201 (Competitive Sealed Proposals), and Section 3-106 (Emergency Procurements), as applicable. Multiple source awards shall not be made when a single award will meet the County's needs without sacrifice of economy or service. Awards shall not be made for the purpose of dividing the business, making available product or supplier selection to allow for user preference unrelated to utility or economy, or avoiding the resolution of tie bids. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements.

(c) *Contract and Solicitation Provisions.* All eligible users of the contract shall be named in the solicitation, and it shall be mandatory that the actual requirements of such users that can be met under the contract be obtained in accordance with the contract, provided that:

(i) the County shall reserve the right to take bids separately if a particular quantity requirement arises which exceeds its normal requirement, or an amount specified in the contract; and

(ii) the County shall reserve the right to take bids separately if the purchasing agent approves a finding that the supply or service available under the contract will not meet a non-recurring special need of the County.

(d) *Intent to Use.* If a multiple source award is anticipated prior to issuing a solicitation, the County shall reserve the right to make such an award and the criteria for award shall be stated in the solicitation.

(e) *Determination Required.* The purchasing agent shall make a written determination setting forth the reasons for a multiple source award, which shall be made a part of the official record.

### **§3-302 Contract Clauses and Their Administration.**

(1) *Contract Clauses.* All County contracts for supplies, services, and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The purchasing agent, after consultation with the Boone County Counselor, may issue clauses appropriate for supply, service, or construction contracts, addressing among others the following subjects:

- (a) the unilateral right of the County to order in writing changes in the work within the scope of the contract;
- (b) the unilateral right of the County to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
- (c) variations occurring between estimated quantities of work in contract and actual quantities;
- (d) defective pricing;
- (e) liquidated damages;
- (f) specified excuses for delay of nonperformance;
- (g) termination of the contract for default;
- (h) termination of the contract in whole or in part for the convenience of the County of Boone;
- (i) suspension of work on a construction project ordered by the County; and
- (j) site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:
  - (i) when the contract is negotiated
  - (ii) when the contractor provides the site or design; or
  - (iii) when the parties have otherwise agreed with respect to the risk of differing site conditions.

(2) *Price Adjustments.*

(a) Adjustments in price resulting from the use of contract clauses required by Subsection (1) of this Section shall be computed in one or more of the following ways:

- (i) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (ii) by unit prices specified in the contract or subsequently agreed upon;
- (iii) by the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon;
- (iv) in such other manner as the contracting parties may mutually agree; or
- (v) in the absence of agreement by the parties, by a unilateral determination by the County of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the County, as accounted for in accordance with generally accepted accounting practices and subject to the provisions of Article 9 (Appeals and Remedies).

(b) A contractor shall be required to submit cost or pricing data if any adjustment in contracting price is subject to the provisions of Section 3-202 (Cost or Pricing Data).

(3) *Standard Clauses and Their Modification.* The purchasing agent, after consultation with the Boone County Counselor, may establish standard contract clauses for use in Boone County contracts. If the purchasing agent establishes any standard clauses addressing the subjects set forth in Subsection (1)

of this Section, such clauses may be varied provided that any variations are supported by a written determination that states the circumstances justifying such variations, and provided that notice of any such material variation be stated in the invitation for bids or request for proposals.

**§3-303 Contract Administration.**

A contract administration system designed to ensure that a contractor is performing in accordance with the solicitation under which the contract was awarded, and the terms and conditions of the contract, shall be maintained by the administrative authority.

**§3-304 Right to Inspect Plant.**

The County may, at reasonable times, inspect the part of the plant, place of business, or work site of a contractor or subcontractor at any tier which is pertinent to the performance of any contract awarded or to be awarded by the County.

**§3-305 Right to Audit Records.**

(1) *Audit of Cost or Pricing Data.* The County may at reasonable times and places audit the books and records of any contractor who has submitted cost or pricing data pursuant to Section 3-202 (Cost or Pricing Data) to the extent that such books, documents, papers, and records are pertinent to such cost or pricing data. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the subcontract or as otherwise provided by laws of the State of Missouri.

(2) *Contract Audit.* The County shall be entitled to audit the books and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers, and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the subcontract or as otherwise provided by laws of the State of Missouri.

**§3-306 Reporting of Anti-Competitive Practices.**

When for any reason collusion or other anti-competitive practices are suspected among any bidders or offerors, a notice of the relevant facts shall be transmitted to the state Attorney General and Boone County Counselor.

**§3-307 County Procurement Records.**

(1) *Retention of Procurement Records.* All procurement records shall be retained and disposed of by the Boone County Clerk for the County in accordance with records retention guidelines and schedules approved by the Missouri Secretary of State.

## ARTICLE 4--SPECIFICATIONS

### §4-101 Maximum Practicable Competition.

All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the County's needs, and shall not be unduly restrictive. The policy enunciated in this Section applies to all specifications including but not limited to, those prepared for the County by architects, engineers, designers, and draftsmen.

### §4-102 Brand Name or Equal Specification.

(1) *Use.* Brand name or equal specifications may be used when the purchasing agent determines in writing that:

- (a) no other design or performance specification or qualified products list is available;
- (b) time does not permit the preparation of another form of purchase description, not including a brand name specification;
- (c) the nature of the product or the nature of the County's requirements makes use of a brand name or equal specification suitable for the procurement; or
- (d) use of a brand name or equal specification is in the County's best interests.

(2) *Designation of Several Brand Names.* Brand name or equal specifications shall seek to designate three, or as many different brands as are practicable, as "or equal" references and shall further state that substantially equivalent products to those designated will be considered for award.

(3) *Required Characteristics.* Unless the purchasing agent determines in writing that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specifications shall include a description of the particular design, functional, or performance characteristics which are required.

(4) *Nonrestrictive Use of Brand Name or Equal Specifications.* Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

### §4-103 Brand Name Specification

(1) *Use.* Since use of a brand name specification is restrictive of product competition, it may be used only when the purchasing agent makes a written determination that only the identified brand name item or items satisfy the County's needs.

(2) *Competition.* The purchasing agent shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section 3-105 (Sole Source Procurement).

### §4-104 Missouri Domestic Products Procurement Act (34.353 RSMo)

#### Buy American

- (1) Whenever feasible and practicable, any manufactured goods or commodities used, supplied, or leased in the performance of any County contract involving an expenditure greater than \$25,000 (or any subcontract thereto) shall be manufactured or produced in the United States unless:
  - a. obtaining said products manufactured or produced in the United States would increase

- the cost of the contract by more than ten percent (10%); or
- b. there is only one line of a particular good or product manufactured or produced in the United States.



## **ARTICLE 5**

### **POLICY FOR CONTRACTING FOR ARCHITECTURAL, ENGINEERING, AND LAND SURVEYING SERVICES**

#### **1) GENERAL INFORMATION:**

1.1 It shall be the policy of Boone County, Missouri (the "County") to negotiate contracts for architectural, engineering and land surveying on the basis of demonstrated competence and qualifications at fair and reasonable prices.

1.2 Only persons, firms, partnerships, corporations or other legal entities providing architectural, engineering and land surveying services (referred to in this policy as "Consultants") that are licensed or registered with their respective governmental agencies and are in good standing shall be permitted to contract with the County. In addition, all Consultants that contract with the County for professional services shall be required to maintain professional liability insurance and other standard business insurance coverages customarily maintained by businesses offering these professional services in such amounts and with such coverage as the County may from time-to-time determine necessary to assure the responsible performance of work and to protect the County and Consultants. The Consultants meeting these qualifications and who have shown an interest in performing services for the County, will be sent an annual General Consultant Services Agreement.

1.3. **County Registry of Consultants:** The Boone County Resource Management Department (the "Department") shall maintain a registry, classified by category, of Consultants interested in performing architectural, engineering and land surveying services for the County. Consultants may be listed in the County registry upon filing a statement of qualifications as prescribed in this policy.

1.3.1. **Registry Information** – The Registry of Consultants shall be open to the public for inspection. Consultants which do not annually update statements of qualifications may remain on the registry at the discretion of the Department but need not be considered nor have the right to make claim of entitlement to be considered for performing contract work with the County. It shall be the responsibility of each Consultant to maintain a current statement of qualifications.

#### **2. COUNTY ACCEPTS AND VETS STATEMENT OF QUALIFICATIONS**

2.1. **Statement of Qualifications:** Each Consultant desiring to be registered with the County for consideration in contracting with the County for architectural, engineering and land surveying services shall file a new or updated statement of qualifications before the close of each calendar year in accordance with this policy:

**2.1.1. Content of Statement of Qualifications** – Each statement of qualifications shall contain the following:

a. Business Information – Contain basic biographical information about the firm, including firm name and former firm names, address, date established, statement of business organization, names of all owners, principles, partners and professional employees.

b. Staff Information – Contain resumes of each professional in the firm, including a description of experience, technical competence, and areas of expertise. The description should also include the number of ancillary staff with job descriptions or titles and relevant experience available for assignment.

c. Registration and Licensing – Contain evidence of professional registration or licensing with the State of Missouri and, in the case of business entities which must be registered with the Secretary of State, current copies of registration and statements of good standing.

d. Work History – Contain a listing of all government agencies for which work was performed within the preceding two years and the nature of services performed. In the event the Consultant seeking registry has not performed professional services for governmental entities, then the Consultant shall provide a listing of institutional or business clients for whom work has been performed in the preceding two years. If references are unavailable, then the Consultant seeking registration shall provide a detailed explanation of why references are not available.

e. Subcontractors – Contain a listing of subconsultants or subcontractors normally retained by Consultant to perform work not customarily performed by the Consultant. Relevant descriptions of expertise of subcontractors should be included when appropriate.

f. Project Listing – Contain a listing of current and pending projects in which the consultant is the primary provider of professional services or manager of the project.

g. Insurance – Contain evidence of insurance coverages and amounts carried by the Consultant as required by the general qualifications for County Consultants.

h. Quality Controls – Contain a description of internal quality control and assurance procedures used to verify accuracy and reliability of work product.

**2.2. County Vets Qualifications:** Prior to adding Consultant to list of County Registry of Consultants, County vets qualifications by confirming required items listed in section 2.1.1., a-h are included in the Statement of Qualifications and by having professional staff review credentials to confirm services offered by the Consultant are appropriate.

### **3. SELECTION OF CONSULTANT(S)**

3.1. Consultants shall be selected for ongoing general consulting services on an “as needed” basis, for planning, feasibility studies, surveys, cost estimating, and other related work not currently designated or funded for capital improvement expenditures and for professional services on specific projects which are

designated or funded for current or future capital improvements. Consultants shall be selected for each category in the following manner:

**3.2. Professional Service Agreements Less Than \$6,000**

*The Directors of Public Works, Resource Management and Facilities Maintenance have the authority to enter into professional service agreements for roadway and building improvements in an amount less than \$6,000 and authorize additional services up to 10% or \$5,999.99, whichever is less per contract.*

- 3.2.1. A Request for Proposal, including a specific scope of work, is issued by the Department Director (or designated representative) to a qualified Consultant holding a general contract with the County via the Qualifications Based Selection Process.
- 3.2.2. The Consultant returns a proposal defining the scope of work with the same or greater level of specificity as the request for services and fee to the department.
- 3.2.3. The Department prepares and forwards to the County attorney TWO original contracts for review and signature. The original contracts are returned to the Department for the Consultant's signature.
- 3.2.4. A temporary copy of the contract is made and retained at the department, while the two originals are sent to the Consultant for signature.
- 3.2.5. The Department prepares a Purchase Requisition and submits with the two original signed contracts to the Auditor's office. The Auditor certifies funds, issues a Purchase order, then routes the documents back to the department.
- 3.2.6. One signed original contract is retained by the Department and the temporary copy is discarded. One signed original contract is submitted to the Consultant with the Notice to Proceed.

**3.3. General Consultant Services for Projects from \$6,000 to \$80,000**

- 3.3.1. The Department will select, contact, and solicit written work proposal(s) from one or more Consultant(s) listed on the County Registry of Consultants that have executed a county general consultant services agreement for the current fiscal year. Written proposals from such consultants shall contain information necessary to evaluate the Consultant's current ability to efficiently deliver required services in a timely manner. Proposals shall include the following information consistent with the general consultant services agreement: a written proposal responsive to the Department's request for services or proposal with the same or greater level of specificity required by the request for services. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services, time or schedule for completion, the cost of services, and the basis of billing. After evaluation on the basis of the foregoing criteria and any other information which the Department has gathered, the Department will negotiate a contract for services and forward to the County Commission its recommendation for selection of a Consultant for general service and the applicable contract for

the specific work. The County Commission may also procure general consulting services in the manner prescribed by this policy.

### 3.4. Capital Improvement Consultant Services for Project(s) Greater Than \$80,000

- 3.4.1. For professional services on specific projects for which the fees are estimated to exceed \$80,000, the Consultant shall be selected in the following manner: the Department will contact a sufficient number of Consultants from the County Registry of Consultants in order to identify Consultants both qualified and available to perform needed work and to ensure that three (3) or more written proposals will be received for the proposed project. The Department will send written requests for proposals to all of those Consultants who, in the opinion of the Department, possess the necessary qualifications, capacity and ability to perform the professional services required by the County in an efficient and timely manner and who are available to perform such services. Consultant proposals to the County shall be returned to the County by the date stated in the request for proposal and shall include, at a minimum, the following information to the extent not included in the Consultant's current statement of qualifications on file with the County:
- a. Experience – The professional experience and technical competence with respect to the type of services required.
  - b. Performance Ability – The ability and capacity to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project.
  - c. Past Performance Record – The Consultant's past record of performance with respect to such factors of cost, quality of work, and ability to meet schedules.
  - d. Proposal – The Consultant's proposal for doing the work, including description of included and excluded services, in accordance with the criteria established in the request for proposal.
  - e. Fees and Expenses – A fee proposal including estimates of professional fees, the basis for the proposed fees, proposed schedule for payment, and identification and estimate of reimbursable expenses and other costs associated with proposed services.
  - f. Insurance Coverage – Evidence of current professional liability insurance coverages and amounts of coverage unless specific insurance requirements are specified in the request for proposal, in which case evidence that these requirements are satisfied.
- 3.4.2. Proposal Evaluations: A selection committee consisting of the Department Director, Project Manager, and other members as appropriate will review the proposals that exceed \$80,000 for the Capital Improvement Project(s). The Committee shall investigate and evaluate the proposal(s) received and may conduct screening interviews or conferences in person or by telephone to make a short list of Consultants with whom contract negotiations may be conducted. Preference may be given to Consultants who have previously performed work in connection with the proposed project. On the basis of the Committee's investigation and evaluation of the proposals, the Department will list the Consultants in order of qualifications and ability to

perform the desired work at a fair and reasonable price in order to negotiate a mutually satisfactory contract for professional services.

- 3.4.3. **Contract Negotiations:** Regardless of the nature of services sought, the first selected Consultant shall be requested to interview with the Committee to define the scope of services to be provided and to establish the compensation as well as other elements or requirements for the work. The Consultant's fees and expenses for the work shall also be negotiated on the basis of what amounts are mutually agreed upon to be fair and reasonable. The committee will make its recommendation to the Department director. A contract shall be prepared on the basis of these discussions and negotiations by either the Department or County Counselor which, once finalized, shall be submitted to the County Commission for award and final approval. If after reasonable effort as determined by the Department a contract cannot be negotiated, the negotiations with the first designated Consultant shall be terminated and negotiations shall be started with the next selected Consultant meeting the County's requirement.
- 3.4.4. **Contract Awards:** If the Department is able to successfully negotiate the terms and conditions of a contract with the Consultant it shall recommend award of the contract to the Consultant by the County Commission which shall be the contracting party. In the event the County Commission declines award to the recommended Consultant, the Department shall negotiate a contract and recommend award to the next succeeding qualified Consultant until contract is awarded.
- 3.5. **WAIVER OF POLICY REQUIREMENTS** – The Department may in its sole discretion waive any of the procedural requirements set forth in this policy in cases of emergency, exigent circumstances or other circumstances warranting waiver as long as the reasons for waiver are documented in writing; upon timely request of any party objecting to the waiver, the waiver shall be reviewed and approved by the County Commission.
- 3.6. **CONSULTANT DISQUALIFICATION** – Any Consultant which in the opinion of the Department is not qualified to perform work for the County, or is not financially solvent or responsible, or which violates any term or condition of this policy or substantially or repeatedly fails to perform any term or condition of a contract with the County deemed material by the Department may be disqualified from contracting with the County and will be notified of such disqualification in writing. Any Consultant aggrieved by any decision of the Department disqualifying the Consultant from contracting with the County may appeal such decision to the County Commission within ten (10) days of the rendition of such decision.

## **ARTICLE 6--DEBARMENT OR SUSPENSION**

### **§6-101 Authority to Debar or Suspend.**

After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the purchasing agent, after consulting with the Boone County Counselor, is authorized to debar a person for cause from consideration for award of contracts. The debarment shall be for a period of not more than three years. After consultation with the Boone County Counselor, the purchasing agent is authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall be for a period not to exceed three months. The causes for debarment include:

- (a) conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract of subcontract;
- (b) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
- (c) conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
- (d) violation of contract provisions, as set forth below, of a character which is regarded by the purchasing agent to be so serious as to justify debarment action:
  - (i.) deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - (ii) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
- (e) any other cause the purchasing agent determines to be so serious and compelling as to affect responsibility as a Boone County contractor, including debarment by another governmental entity for any cause listed in this Policy; and
- (f) for violation of the ethical standards set forth in Article 12 (Ethics in Public Contracting).

### **§6-102 Decision to Debar or Suspend.**

The purchasing agent shall issue a written decision to debar or suspend. The decision shall state the reasons for the action taken and inform the debarred or suspended person involved of its rights concerning judicial or administrative review.

### **§6-103 Notice of Decision.**

A copy of the decision required by Section 6-102 (Decision of Debar or Suspend) shall be mailed or otherwise furnished immediately to the debarred or suspended person.

### **§6-104 Finality of Decision.**

A decision under Section 6-102 (Decision to Debar or Suspend) shall be final and conclusive, unless fraudulent, or the debarred or suspended person within 10 days after receipt of the decision takes an appeal to the Boone County Commission or commences a timely action in court in accordance with applicable law.

## ARTICLE 7--APPEALS AND REMEDIES

### §7-101 Bid Protests.

(1) *Right to Protest.* Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Boone County Commission. Protesters are urged to seek resolution of their complaints initially with the purchasing agent. A protest with respect to a request for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and could not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals. The protest shall be submitted within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.

(2) *Stay of Procurements During Protests.* In the event of a timely protest under Subsection (1) of this Section, the purchasing agent will not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the Boone County Commission makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of the County.

(3) *Entitlement to Costs.* In addition to any other relief, when a protest is sustained, the protesting bidder or offeror shall be entitled to the reasonable costs incurred in connection with the solicitation, including bid preparation costs other than attorney's fees.

### §7-102 Contract Claims.

(1) *Decision of the Purchasing Agent.* All claims by a contractor against the County relating to a contract, except bid protest, shall be submitted in writing to the purchasing agent for a decision. The contractor may request a conference with the purchasing agent on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

(2) *Notice to the Contractor of the Purchasing Agent's Decision.* The decision of the purchasing agent will be promptly issued in writing and mailed or otherwise furnished to the contractor. The decision will state the basis for the decision, and will inform the contractor of its appeal rights under Subsection (3) of this Section.

(3) *Finality of Purchasing Agent's Decision; Contractor's Right to Appeal.* The purchasing agent's decision will be final and conclusive unless, within ten (10) calendar days from the date of receipt of the decision, the contractor mails or otherwise delivers a written appeal to the Boone County Commission or commences an action in a court of competent jurisdiction.

### §7-103 Authority of the Purchasing Agent to Settle Bid Protests and Contract Claims.

The purchasing agent is authorized to settle any protest regarding the solicitation or award of a County of Boone contract, or any claim arising out of the performance of a County contract, prior to an appeal to the Boone County Commission or the commencement of an action in a court of competent jurisdiction.

### §7-104 Remedies for Solicitations or Awards in Violation of Law.

(1) *Prior to Bid Opening or the Closing Date for Receipt of Proposals.* If prior to the bid opening or the closing date for receipt of proposals, the purchasing agent, after consultation with the

Boone County Counselor, determines that a solicitation shall be canceled or revised to comply with applicable law.

(2) *Prior to Award.* If after bid opening or the closing date for receipt of proposals, the purchasing agent, after consultation with the Boone County Counselor, determines that a solicitation or a proposed award of a contract is in violation of federal, state, or municipal law, then the solicitation or proposed award will be canceled.

(3) *After Award.* If, after an award, the purchasing agent, after consultation with the Boone County Counselor, determines that a solicitation or award of a contract was in violation of applicable law, then:

(a) if the person awarded the contract has not acted fraudulently or in bad faith:

(i) the contract may be terminated, and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract, plus a reasonable profit, prior to the termination; or

(b) if the person awarded the contract has acted fraudulently or in bad faith the contract may be declared null and void or voidable, if such action is in the best interests of the County.



## **ARTICLE 8--COOPERATIVE PURCHASING**

**§8-101** An active list of cooperative agencies will be kept in the Purchasing Department. Examples may include State of Missouri Cooperative Purchasing, Mid-Missouri Public Purchasing Cooperative, U.S. Communities Cooperative Purchasing, and NASPO Value Point.

## ARTICLE--9 ETHICS IN PUBLIC CONTRACTING

### §9-101 Criminal Penalties.

To the extent that violations of the ethical standards of conduct set forth in this Article constitute violations of the criminal laws of the State of Missouri, they shall be punishable as provided therein. Such penalties shall be in addition to the civil sanctions set forth in this Part. Criminal, civil, and administrative sanctions against employees or non-employees which are in existence on the effective date of this Policy shall not be impaired.

### §9-102 Employee Conflict of Interest.

It shall be unethical for any Boone County employee to participate directly or indirectly in a procurement contract when the Boone County employee knows that:

- (a) the Boone County employee or any member of the Boone County employee's immediate family has a financial interest pertaining to the procurement contract; or
- (b) any other person, business, or organization with whom the Boone County employee or any member of a Boone County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract. A Boone County employee or any member of a Boone County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

### §9-103 Gratuities and Kickbacks.

(1) *Gratuities.* It shall be unethical for any person to offer, give, or agree to give any Boone County employee or former Boone County employee, or for any Boone County employee or former Boone County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

(2) *Kickbacks.* It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(3) *Contract Clause.* The prohibition against gratuities and kickbacks prescribed in the Section shall be conspicuously set forth in every contract and solicitation therefor.

### §9-104 Prohibition Against Contingent Fees.

It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a County contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

**§9-105 Contemporaneous Employment Prohibited.**

It shall be unethical for any Boone County employee who is participating directly or indirectly in the procurement process to become or to be, while such a Boone County employee, the employee of any person contracting with the governmental body by whom the employee is employed.

**§9-106 Waivers from Contemporaneous Employment Prohibition and Other Conflicts of Interest.**

The Boone County Commission may grant a waiver from the employee conflict of interest provision (Section 12-102; Employee Conflict of Interest) or the contemporaneous employment provision (Section 12-105; Contemporaneous Employment Prohibited) upon making a written determination that:

- (a) the contemporaneous employment or financial interest of the Boone County employee has been publicly disclosed;
- (b) the Boone County employee will be able to perform its procurement functions without actual or apparent bias or favoritism; and
- (c) the award will be in the best interest of the County.

**§9-107 Use of Confidential Information.**

It shall be unethical for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

**§9-108 Sanctions.**

(1) *Employees.* The Boone County Commission may recommend to the employees' Administrative Authority any one or more of the following sanctions on a Boone County employee for violations of the ethical standards in this Article:

- (a) oral or written warnings or reprimands;
- (b) suspension with or without pay for specified periods of time; or
- (c) termination of employment.

(2) *Non-employees.* The Boone County Commission may impose any one or more of the following sanctions on a non-employee for violations of the ethical standards:

- (a) written warnings or reprimands;
- (b) termination of contracts; or
- (c) debarment or suspension as provided in Section 6-101 (Authority to Debar or Suspend).

**§9-109 Recovery of Value Transferred or Received in Breach of Ethical Standards.**

(1) *General Provisions.* The value of anything transferred or received in breach of the ethical standards of this Policy by a Boone County employee or a non-employee may be recovered from both Boone County employee and non-employee.

(2) *Recovery of Kickbacks by the County.* Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the County and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

## ARTICLE--10 FIXED ASSETS

### **§10-101 Fixed Asset Inventory.**

(1) Class 9 items and some items from Class 2 are considered fixed assets and become a part of Boone County inventory when the value is greater than \$1,000. The Auditor department manages the fixed asset inventory for Boone County (55.160). Departments should attach a *Fixed Asset Addition Form* to Payment Requisitions to identify fixed assets.

## **ARTICLE—11 DISPOSAL OF SURPLUS**

### **§11-101 Disposal of Surplus**

(1) Disposal of surplus is managed by the Purchasing Department under the direction of the County Commission.

(2) Exhibit D includes procedures for County Departments for request for Transfer/Disposal of County Property.

**STATEMENT OF BIDDER'S QUALIFICATIONS**

**(File with Bid Form in separate envelope appropriately designated.)**

- 1. Number of years in business: \_\_\_\_\_ If not under present firm name, list previous firm names and types of organizations.**

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- 2. Contracts on hand: (Complete the following schedule)**

<b>Item</b>	<b>Purchaser</b>	<b>Amount of Contract</b>	<b>Percent Completed</b>
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- 3. General type of product sold and manufactured:**

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- 4. There has been no default in any contract completed or un-completed except as noted below:**

**(a) Number of contracts on which default was made: \_\_\_\_\_**

**(b) Description of defaulted contracts and reason therefor:**

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- 5. List banking references:**

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6. Upon request will you within 3 (three) days file a detailed confidential financial statement?

Yes \_\_\_\_\_

No \_\_\_\_\_

Dated at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_\_.

\_\_\_\_\_  
Name of Organization(s)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title of person signing)

# Boone County Purchasing

Melinda Bobbitt, CPPO  
Director of Purchasing



613 E. Ash St., Rm. 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

## SOLE SOURCE/NO SUBSTITUTE FACT SHEET

<b>Originating Office</b>	_____
<b>Person Requesting</b>	_____
<b>Date Requested</b>	_____
<b>Contact Phone Number</b>	_____

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

SOLE SOURCE NUMBER:

\_\_\_\_\_  
(Assigned by Purchasing)

COMMISSION APPROVAL:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Expiration Date: \_\_\_\_\_ 20\_\_ through \_\_\_\_\_ 20\_\_      One Time Purchase (check)

*Vendor Name*

*Vendor Address*

*Vendor Phone and Fax*

*Product Description*

*Estimated Cost*

\$

**Department/Account #s / Amount Budgeted:** \_\_\_\_\_



The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

1. Please check the reason(s) for this sole request:
  - Only Known Source-Similar equipment or material not available from another vendor
  - Equipment or materials must be compatible with existing Equipment
  - Immediate purchase necessary to correct situation threatening life/property
  - Lease Purchase - Exercise purchase option on lease
  - Medical device or supply specified by physician
  - Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)
  - Other - List (attach additional sheets if necessary)

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2. Briefly describe the commodity/material you are requesting and its function.
3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.
4. What research has been done to verify this vendor as the only known source?
5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?
  - Yes (please attach a list of known sources)
  - No
6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.
7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?
8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).
9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other) Please provide document numbers.
10. What are the consequences of not securing this specific commodity/material?
11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).
12. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?

# Boone County Purchasing

Melinda Bobbitt, CPPO  
Director of Purchasing



601 E.W

**Boone County Emergency Procurement Policy:** Notwithstanding any other provisions of this Policy, and by direction of the liaison Commissioner to any Department, and in the absence of an assigned liaison Commissioner, it shall be the Presiding Commissioner, the purchasing agent may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the item(s) procured under the contract, and the identification number of the contract file.

**REQUEST FOR EMERGENCY PROCUREMENT**

<b>Originating Office, Dept. # &amp; Account #</b>	
<b>Person Requesting</b>	
<b>Date Requested</b>	
<b>Phone Number</b>	

**UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.**

**PURCHASING DEPARTMENT APPROVAL:** \_\_\_\_\_  
Signature Date

**EMERGENCY PROCUREMENT NUMBER:** \_\_\_\_\_  
(Assigned by Purchasing)

**LIASON COMMISSIONER APPROVAL:** \_\_\_\_\_  
Signature Date

**Expiration Date:** \_\_\_\_\_ 20\_\_ through \_\_\_\_\_ 20\_\_ **One Time Purchase (check)**

**(Note: Attach list for multiple vendors)**

*Vendor(s) Name* \_\_\_\_\_  
*Vendor(s) Address* \_\_\_\_\_  
*Vendor(s) Phone and Fax* \_\_\_\_\_  
*Product Description* \_\_\_\_\_  
*Estimated Cost*           \$ \_\_\_\_\_

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The following is a list of questions that must be answered when making emergency procurement requests. This is a formal document for submission to the Liason Commissioner for the requesting department.

1. Please describe the reason for the request of emergency procurement with respect to the threat to public health, welfare, or safety:
  
2. Describe anticipated consequences of not procuring immediately:
  
3. Describe and attach any quotes received:
  
4. Is this a one-time purchase? \_\_\_\_ Yes \_\_\_\_ No
  
5. If not, detail the anticipated future purchases with anticipated acquisition dates:

**Instructions for Disposal/Transfer of Boone County Property**  
**See Special Instructions for Disposal of Computer Equipment Below**

1. The *Request for Disposal/Transfer of County Property* is available at S:\All\AUDITOR\Accounting Forms\Fixed Asset Disposal.
2. Use the *Request for Disposal/Transfer of County Property* form whenever county property (tagged or un-tagged) is no longer needed and should be removed from service. This form will initiate the disposal process. Property should not be moved from the original department until this form is completed and submitted. Note: if there is a need to prepare a large “batch” of individual disposal forms, contact the Auditor’s Office to discuss alternative solutions that would be more efficient (for instance, a substitute spreadsheet listing).
3. Requesting Office: complete the top section of the form, providing a detailed description of the property, including condition, serial number (if applicable), and fixed asset tag number (if applicable) and route it to the Auditor’s Office.
4. Auditor’s Office: completes the middle-section and routes the form to the Purchasing Department. (Purchasing is responsible for surplus property disposal for the County.)
5. Purchasing: contacts the requesting department and/or Facilities Maintenance to arrange for removal of the item(s).
6. Purchasing: periodically compiles a listing of surplus property available for transfer to other offices and circulates the list to administrative authorities.  
  
If property is transferred to another office, Purchasing completes the *transfer section* of the ***Request for Disposal/Transfer of County Property*** form and routes it to the Auditor’s Office. The Auditor’s Office updates the fixed asset records to reflect the new location of the item. Purchasing arranges to have the item(s) moved to the new location.
7. Purchasing: obtains approval from the County Commission to dispose of property no longer used by county offices. When a vehicle is surplus, Purchasing notifies the Risk Manager who is responsible for property insurance.
8. County Clerk’s Office: prepares the commission order, completes the bottom section of each form, routes the originals to the Auditor’s Office, and forwards a copy of the commission order with a copy of the commission signed Disposal Form to the Purchasing Office.
9. Vehicles are usually either picked up by the auction company or handled by the office requesting disposal. The office requesting disposal will notify the Auditor’s office once the surplus has been transported to the auction service.
10. Purchasing: reconciles auction reports and remittances to the disposal forms to ensure the county is properly compensated for disposed property. Purchasing sends a copy of the auction reports and Treasurer’s receipt to the Auditor’s Office and the HR Risk Analyst.

11. Auditor's Office: reconciles commission-approved disposal forms to auction reports and cash proceeds and then updates the inventory records to reflect the disposal.

### **Procedures for Disposal of Computer Equipment**

1. Computer equipment is to be removed from inventory only by authorized Court IT or County IT personnel.
2. Court IT and County IT prepare all computer equipment for disposal prior to initiating the disposal process. The respective IT department prepares a ***Request for Disposal/Transfer of County Property Form*** for each equipment item, making appropriate notation regarding the asset's condition (gutted for parts, memory removed, etc.) and forwards the form to the Auditor's Office. Follow steps 4-11 in the previous section to complete computer equipment disposal.

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

*Complete, sign, and return to Auditor's Office*

Date:

Fixed Asset Tag Number:

Description of Asset:

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset:

Reason for Disposition:

Location of Asset and Desired Date for Removal to Storage:

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name:

Signature \_\_\_\_\_

**To be Completed by: AUDITOR**

Original Acquisition Date \_\_\_\_\_ G/L Account for Proceeds

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_  
Number \_\_\_\_\_

Location within  
Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade      \_\_\_\_ Auction      \_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number \_\_\_\_\_

Date Approved \_\_\_\_\_

Signature \_\_\_\_\_

**JOB DESCRIPTION**  
**BOONE COUNTY PROSECUTING ATTORNEY'S OFFICE**

Cecily Daller-Hicks/Kristin Mengwasser

**ASSISTANT PROSECUTING ATTORNEY – DOMESTIC VIOLENCE**

**STATUS: FULL-TIME**

**RESPONSIBILITIES:**

The responsibilities of a Domestic Violence Prosecutor in the Boone County Prosecuting Attorney's Office include, but are not limited to the following:

- Conduct factual and legal analysis of domestic violence reports submitted by law enforcement.
- Determine whether or what charges should be filed based on the facts and the law.
- Represent the State of Missouri in criminal prosecution of domestic violence cases including arraignments, motions, plea agreements, probation violation proceedings, depositions and jury trials.
- Prepare domestic violence cases for trial by identification of witnesses, internal investigation, confer with domestic violence victims, and establish trial strategy designed to secure a verdict of guilty.
- Manage a domestic violence caseload consisting of pending criminal actions with objectives to ensure that resolution is obtained and secured.
- Write briefs in misdemeanor domestic violence appeals and trial briefs.
- Recommend to the court as to bonds and punishments.
- Assess the action to be taken regarding criminal proceedings, taking into consideration the history of the defendants, the strength of the cases, and the protection of the community and victims.
- Gather and analyze evidence in domestic violence cases.
- Interview witnesses to ascertain facts of domestic violence cases.
- Review pertinent decision, polices, regulations and other legal matters pertaining to domestic violence cases.
- Maintain proficiency in Missouri and Federal Statutory case law.
- Present evidence on behalf of the State to grand jury for indictment.
- Engage in jury selection in domestic violence cases.
- Represent Boone County and the State in court of law and present evidence before Judge, judiciary and jury in domestic violence cases.
- Respond to law enforcement agencies' inquiries regarding search warrants and arrest decision, review, approve or disapprove.
- *Any other duties as designated by the Prosecuting Attorney.*

**REQUIRED KNOWLEDGE, SKILLS AND ABILITIES**



**Possess a Juris Doctorate (J.D.) and a minimum of three years of law practice experience; or the equivalent combination of education and experience.**

**Possess a valid license from the Missouri Bar Association to practice Law in the State of Missouri.**

**Excellent oral and written communication skills**

**Ability to read, analyze, and interpret the most complex documents.**

**Ability to respond effectively to the most sensitive inquiries or complaints.**

**Ability to write speeches and briefs using progressive or innovative techniques and style.**

**Ability to apply principles of logical or scientific thinking to a wide range of intellectual and practical problems.**

**Thorough knowledge of the judicial process.**

**Ability to work independently as well as part of a team to meet the needs of domestic violence victims.**

**JOB DESCRIPTION**  
**BOONE COUNTY PROSECUTING ATTORNEY'S OFFICE**

To Be Hired

**INVESTIGATOR – DOMESTIC VIOLENCE**  
**STATUS: FULL-TIME**

**RESPONSIBILITIES:**

The responsibilities of the Domestic Violence Investigator in the Boone County Prosecuting Attorney's Office include, but are not limited to the following:

- Review and investigate violence against women cases submitted by law enforcement.
- Assist in the development plan for prosecuting violence against women cases.
- Interview witnesses and victims to assist them preparation for court testimony in violence against women cases.
- Interview defense witnesses to assist in preparation of the prosecutor's response in violence against women cases.
- Retrieve evidence from various Boone County law enforcement agencies for trial and maintain security and custody of those items in violence against women cases.
- Assist with jury selection in violence against women cases
- Participate in trials in violence against women cases.
- Prepare reports on witness and victim interviews in violence against women cases.
- Analyze information gathered by investigation and prepare reports of findings and recommendations in violence against women cases.
- Handle and operate a firearm.
- Operate a motor vehicle.
  
- *Any other duties as designated by the Prosecuting Attorney.*

**REQUIRED KNOWLEDGE, SKILLS AND ABILITIES**

High school diploma or GED, and a minimum of three years law enforcement and investigations experience; or equivalent combination of education and experience.

Clear criminal record (excluding minor traffic violations).

Thorough knowledge of the judicial process.

Ability to work independently as well as part of a team to meet the goals of the Domestic Violence Enforcement Unit.

Educated in cultural awareness and possess the ability to communicate and be non-biased to others who may have a different ethnic, socio-economic background, race or religion.

Thorough knowledge of the judicial process.

Thorough knowledge of the issues of domestic violence,

Thorough knowledge of the issues of sexual violence.

Knowledge of local area referral services.

Possess a valid driver's license.

Excellent oral and written communication skills.

Ability to read, analyze and interpret complex documents.

Ability to respond effectively to the most sensitive inquires or complaints.

Payroll Summary Report

10/26/2019

13:06:28

Page: 1

Pay Date: 10/18/2019

100 GENERAL FUND  
1261 PROSECUTING ATTORNEY

Employee Name	Pay Type	Rate	Hours	Amount	Deductions	Amount
MENGWASSER KRISTIN M	REGULAR	30.67	80.00	2,453.60	COUNTY 401(A) MATCH	25.00
					CERF 401(A) DEDUCTION PAYABL	17.18
					CERF 4% EMP 2% COUNTY DED	98.14
					CERF 457 DEDUCTION PAYABLE	49.07
					NATIONWIDE 457 DEDUCT PAYABL	25.00
					DENTAL EMPLOYEE *	
					FEDERAL INCOME TAX	162.11
					FICA - SOCIAL SECURITY	151.38
					FICA - MEDICARE	35.40
					PPO EMPLOYEE *	12.00
					MISSOURI STATE TAX	89.00
					SUPPLEMENTAL LIFE INSURANCE	8.10
DIRECT DEPOSIT						
					GROSS PAY	2,453.60
					DEDUCTIONS	647.38-
					NET PAY	1,806.22

Payroll Summary Report

10/26/2019

13:06:25

Page: 1

Pay Date: 10/18/2019

100 GENERAL FUND  
1261 PROSECUTING ATTORNEY

Employee Name	Pay Type	Rate	Hours	Amount	Deductions	Amount
HICKS CECILY L	REGULAR	37.03	80.00	2,962.40	COUNTY 401(A) MATCH	25.00
					HSA COUNTY CONTRIBUTION	50.00
					CERF 401(A) DEDUCTION PAYABL	20.74
					CERF 4% EMP 2% COUNTY DED	118.50
					CERF 457 DEDUCTION PAYABLE	705.76
					NATIONWIDE 457 DEDUCT PAYABL	25.00
					DENTAL EMPLOYEE *	
					DENTAL FAMILY *	19.91
					FEDERAL INCOME TAX	167.22
					FICA - SOCIAL SECURITY	176.20
					FICA - MEDICARE	41.21
					HDHP EMPLOYEE *	
					HSA EMPLOYEE CONTRIBUTION *	95.83
					MISSOURI STATE TAX	74.00
					SUPPLEMENTAL LIFE INSURANCE	7.88
					VISION INSURANCE *	4.79
DIRECT DEPOSIT						
					GROSS PAY	2,962.40
					DEDUCTIONS	1,457.04-
					NET PAY	1,505.36

# VAWA MATCH

Payroll Summary Report

10/26/2019

13:06:17

Page: 1

Pay Date: 10/18/2019

100 GENERAL FUND  
1261 PROSECUTING ATTORNEY

Employee Name	Pay Type	Rate	Hours	Amount	Deductions	Amount
BORESI SUSAN D	REGULAR	30.27	80.00	2,421.60	CERF 401(A) DEDUCTION PAYABL	16.95
					CERF 4% EMP 2% COUNTY DED	96.86
					DENTAL EMPLOYEE *	
					FEDERAL INCOME TAX	312.64
					FICA - SOCIAL SECURITY	149.10
					FICA - MEDICARE	34.87
					PPD EMPLOYEE *	12.00
					MISSOURI STATE TAX	91.00
					VISION INSURANCE *	4.79
DIRECT DEPOSIT						
					GROSS PAY	2,421.60
					DEDUCTIONS	718.21-
					NET PAY	1,703.39

# 2019 BUDGET

## Boone County Missouri



**Daniel K. Atwill**  
Presiding Commissioner

**Fred J. Parry**  
District I Commissioner

**Janet M. Thompson**  
District II Commissioner

**June E. Pitchford, CPA**  
Boone County Auditor  
Budget Officer

# Prosecuting Attorney – Combined Budget Summary

## Description of Funding Sources

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The Boone County Prosecuting Attorney provides prosecution services on behalf of the State of Missouri. These services are primarily funded with appropriations from the General Fund and supplemented with additional revenues from a variety of special revenues funds. The funding sources include the following:

- General Fund
  - Prosecuting Attorney (1261)
  - Victim & Witness (1262)
  - Prosecuting Attorney Retirement (1264)
  - Child Support Enforcement (1263)
  
- PA Training Fund (2600)
- PA Tax Collection Fund (2610)
- PA Contingency Fund (2620)
- PA Forfeiture Fund (2640)
- PA Administrative Handling Cost Fund (2650)
- Bad Check Collections (2651)
- Law Enforcement Services Fund (2903)

The annual budgets from these various resources are combined and presented on the following pages as follows:

- Prosecuting Attorney- General Operations (1261, 1262, 1264, 2600, 2610, 2620, 2640, 2650, 2651 2903)
- Child Support Enforcement (1263)

The County Commission establishes and approves the appropriations for all budgets except for the PA Tax Collection Fund and the PA Administrative Handling Cost Fund; these budgets are established and approved by the Prosecuting Attorney.

# Prosecuting Attorney Summary

## Budget Summary

Fund	Dept	Department Name	2017	2018	2019	2019	2019	2019
			Actual	Estimated	Class 1 Personal Services	Classes 2-8 Other Services and Charges	Class 9 Capital Outlay	Total
<b>Prosecuting Attorney Operations</b>								
100	1261	Prosecuting Attorney	\$ 2,040,144	\$ 2,090,361	\$ 1,845,827	\$ 279,837	\$ 6,517	\$ 2,132,181
100	1262	Victim Witness	373,525	351,851	323,043	33,181	-	356,224
100	1264	PA Retirement	11,628	11,628	-	11,628	-	11,628
260	2600	PA Training	2,261	3,303	-	4,224	-	4,224
261	2610	PA Tax Collection	32,981	18,976	16,631	2,825	-	19,456
262	2620	PA Contingency	15,133	15,000	-	20,000	-	20,000
264	2640	PA Forfeiture Money	-	4	-	3,075	-	3,075
265	2650	PA Admin Handling Cost	659	10,346	-	13,380	-	13,380
265	2651	Bad Check Collections	617	6,686	-	4,655	-	4,655
290	2903	PA-Law Enf Sales Tax	343,531	331,948	325,174	9,078	-	334,252
		<b>Subtotal</b>	<u>2,820,479</u>	<u>2,840,103</u>	<u>2,510,675</u>	<u>381,883</u>	<u>6,517</u>	<u>2,899,075</u>
<b>Child Support Enforcement</b>								
100	1263	IV-D Child Support	244,338	237,794	206,367	32,174	1,950	240,491
		<b>Subtotal</b>	<u>244,338</u>	<u>237,794</u>	<u>206,367</u>	<u>32,174</u>	<u>1,950</u>	<u>240,491</u>
		<b>Total</b>	<u>\$ 3,064,817</u>	<u>\$ 3,077,897</u>	<u>\$ 2,717,042</u>	<u>\$ 414,057</u>	<u>\$ 8,467</u>	<u>\$ 3,139,566</u>



# Prosecuting Attorney Summary

## Personnel Summary

Position Title	2017	2018	Departmental Funding Source					2019 Total	Change
			Full-time Equivalent Positions						
			Dept. 1261	Dept. 1262	Dept. 1263	Dept. 2610	Dept. 2903		
<b>Prosecuting Attorney</b>									
<b>Operations:</b>									
Prosecuting Attorney (Elected)	1.00	1.00	1.00	-	-	-	-	1.00	-
First Assistant Prosecuting Attorney	1.00	1.00	1.00	-	-	-	-	1.00	-
Assistant Prosecuting Attorney III	11.00	12.00	10.00 <sup>b</sup>	-	-	-	2.00	12.00	-
Chief Investigator	1.00	1.00	1.00	-	-	-	-	1.00	-
Investigator	3.00	3.00	1.00	-	-	-	2.00	3.00	-
Office Administrator	1.00	1.00	1.00	-	-	-	-	1.00	-
Witness Location Investigator	1.00	1.00	1.00	-	-	-	-	1.00	-
Legal Assistant I	8.00	8.00	7.00	-	-	-	1.00	8.00	-
Legal Assistant III	1.00	1.00	1.00	-	-	-	-	1.00	-
Crime Victim Specialist	3.00	3.00	-	3.00	-	-	-	3.00	-
Victim Assistant	1.00	-	-	-	-	-	-	-	-
Administrative Tech III	-	1.00	-	1.00	-	-	-	1.00	-
Witness Coordinator	1.00	1.00	-	1.00	-	-	-	1.00	-
Case Specialist	0.48	0.48	-	0.48	-	-	-	0.48	-
Bad Check /Tax Administrator	-	- <sup>a</sup>	-	-	-	-	-	-	-
Account Specialist I/II	2.00	2.00	1.60	-	-	0.40	-	2.00	-
Temporary File Clerk Pool	1.00	1.00	1.00	-	-	-	-	1.00	-
Subtotal	36.48	37.48	26.60	5.48	-	0.40	5.00	37.48	-
<b>Child Support Enforcement:</b>									
Assistant Prosecuting Attorney III	1.00	1.00	-	-	1.00	-	-	1.00	-
Legal Assistant III	1.00	1.00	-	-	1.00	-	-	1.00	-
Legal Assistant II	1.00	1.00	-	-	1.00	-	-	1.00	-
Subtotal	3.00	3.00	-	-	3.00	-	-	3.00	-
<b>Total FTEs</b>	<b>39.48</b>	<b>40.48</b>	<b>26.60</b>	<b>5.48</b>	<b>3.00</b>	<b>0.40</b>	<b>5.00</b>	<b>40.48</b>	<b>-</b>
Overtime	\$ 15,480	\$ 15,800	\$ 3,000	\$ 2,400	\$ -	\$ -	\$ 3,000	\$ 8,400	\$ (7,400)

<sup>a</sup> 1 FTE Bad Check/Tax Administrator was removed from PA Tax Collection (department number 2610) in April of FY 2017.

<sup>b</sup> 1 FTE Assistant Prosecuting Attorney III was added in Prosecuting Attorney (department number 1261) in FY 2018.

# **Prosecuting Attorney Operations**

**Department Numbers 1261, 1262, 1264, 2600, 2610, 2620, 2640, 2650, 2651, 2903**

## **Mission**

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The Prosecuting Attorney is an elected official who represents the State of Missouri in all criminal matters arising within Boone County. In addition, the Prosecuting Attorney's Office also provides a Victim Response Team; tax collections on behalf of the State of Missouri; and Non-Sufficient Funds (NSF) check collection and restitution collection on behalf of county residents and businesses.

The Prosecuting Attorney provides child support enforcement services within the County pursuant to a cooperative agreement with the State of Missouri; the cost for these services are fully reimbursed by the State of Missouri and is accounted for within a separate budget immediately following this section.

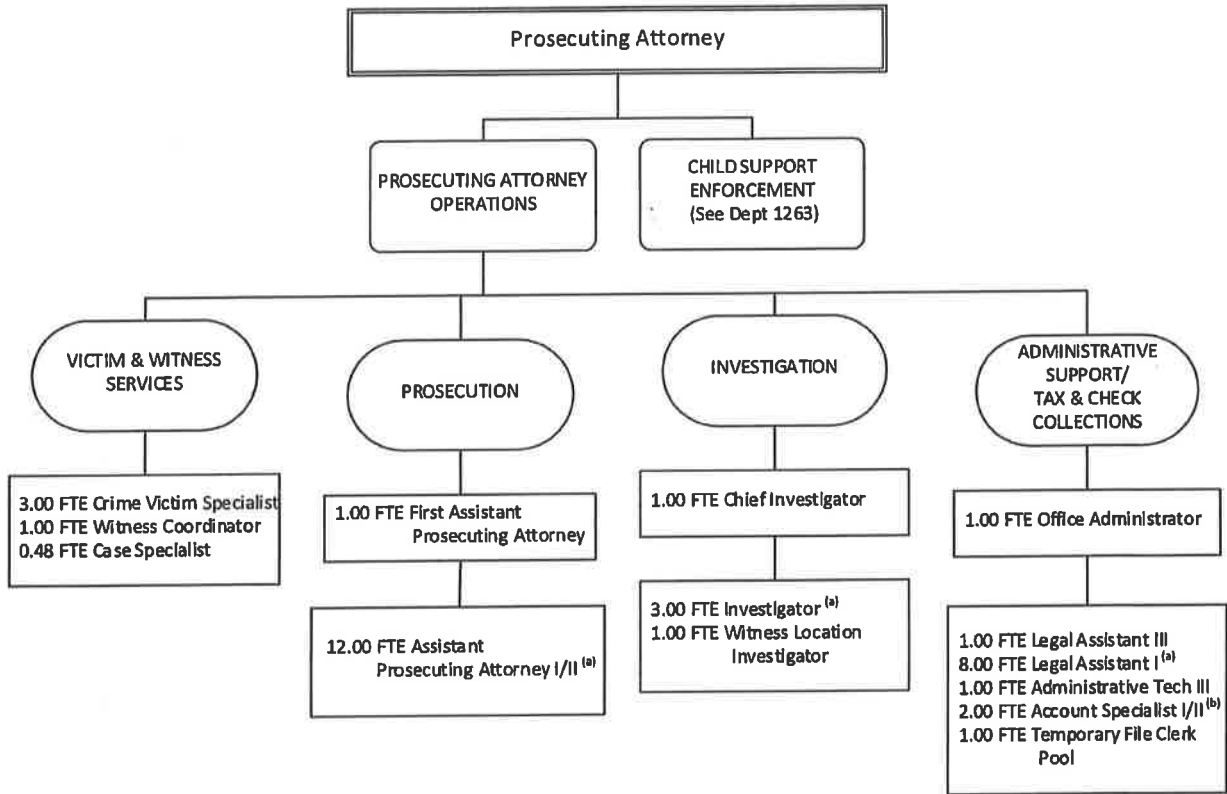
## **Budget Highlights**

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The annual subscription for Westlaw is provided to the County via an on-line subscription; as a result, the appropriation has been transferred out of class 2 and into class 7. The budget includes funding to replace a copier. There are no other significant changes to the budget.

# Prosecuting Attorney Operations

## Organizational Chart



Funded by Sources other than the General Fund:  
 (a) Prosecuting Attorney Law Enforcement Sales Tax (Dept 2903)  
 2.00 FTE Investigator  
 1.00 FTE Legal Assistant I  
 2.00 FTE Assistant Prosecuting Attorney I/II  
 (b) Prosecuting Attorney Tax Collection (Dept 2610)  
 0.40 FTE Account Specialist I

# Prosecuting Attorney Operations

## Performance Measures

	2017 Actual	2018 Estimated	2019 Projected
Number of Felonies Filed	1,509	1,956	1,800
Number of Misdemeanors Filed	4,968	5,514	5,500
Total Number of Cases Filed	6,478	7,470	7,300

## Annual Budget

### 1261 PROSECUTING ATTORNEY

100 GENERAL FUND

ACCT	DESCRIPTION	2017 ACTUAL	2018 BUDGET + REVISIONS	2018 ESTIMATED	2019 CORE REQUEST	2019 SUPPLEMENTAL REQUEST	2019 ADOPTED BUDGET	%CHG FROM FY BUD
<b>INTERGOVERNMENTAL REVENUE</b>								
3411	FEDERAL GRANT REIMBURSE	75,968	113,358	74,247	77,209	0	77,209	31-
	<b>SUBTOTAL *****</b>	<b>75,968</b>	<b>113,358</b>	<b>74,247</b>	<b>77,209</b>	<b>0</b>	<b>77,209</b>	<b>32-</b>
<b>CHARGES FOR SERVICES</b>								
3560	COLLECTION FEES	34,431	37,500	38,500	38,500	0	38,500	2
3574	P.A. FEES	74,659	78,000	78,000	78,000	0	78,000	0
	<b>SUBTOTAL *****</b>	<b>109,090</b>	<b>115,500</b>	<b>116,500</b>	<b>116,500</b>	<b>0</b>	<b>116,500</b>	<b>1</b>
<b>MISCELLANEOUS</b>								
3835	SALE OF CAPITAL FIXED ASSET	4,550	0	0	0	0	0	0
	<b>SUBTOTAL *****</b>	<b>4,550</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>OTHER FINANCING SOURCES</b>								
3917	OTI: FROM SPECIAL REVENUE FUND	0	11,150	8,890	11,935	0	11,935	7
	<b>SUBTOTAL *****</b>	<b>0</b>	<b>11,150</b>	<b>8,890</b>	<b>11,935</b>	<b>0</b>	<b>11,935</b>	<b>7</b>
	<b>TOTAL REVENUES *****</b>	<b>189,608</b>	<b>240,008</b>	<b>199,637</b>	<b>205,644</b>	<b>0</b>	<b>205,644</b>	<b>14-</b>
<b>PERSONAL SERVICES</b>								
10100	SALARIES & WAGES	1,467,878	1,553,416	1,511,304	1,513,896	0	1,520,755	2-
10110	OVERTIME	7,483	10,000	3,000	3,000	0	3,000	70-
10120	HOLIDAY WORKED	154	250	0	0	0	0	100-
10125	FAMILY HOLIDAY WORKED PREMIUM	0	100	0	0	0	0	100-
10200	FICA	107,474	119,576	112,516	116,042	0	116,567	2-
10300	HEALTH INSURANCE	136,844	139,548	135,864	122,467	0	122,467	12-
10310	COUNTY HSA CONTRIBUTION	7,313	8,400	10,650	9,600	0	9,600	14
10325	DISABILITY INSURANCE	6,055	6,677	6,442	5,450	0	5,464	18-
10330	CNTY PD DEPENDENT PREM-HEALTH	22,873	17,618	19,452	18,625	0	18,625	5
10331	CNTY PD DEPENDENT PREM-DENTAL	1,652	1,325	1,436	1,583	0	1,583	19
10350	LIFE INSURANCE	1,160	1,228	1,209	1,843	0	1,843	50
10375	DENTAL INSURANCE	10,227	10,332	10,607	10,752	0	10,752	4
10400	WORKERS COMP	2,300	2,496	2,398	2,730	0	2,742	9
10500	401(A) MATCH PLAN	11,440	13,442	10,761	13,312	0	13,312	0
10510	CERF-EMPLOYER PD CONTRIBUTION	0	0	0	0	0	19,117	0
	<b>SUBTOTAL *****</b>	<b>1,782,853</b>	<b>1,884,408</b>	<b>1,825,639</b>	<b>1,819,300</b>	<b>0</b>	<b>1,845,827</b>	<b>2-</b>
<b>MATERIALS &amp; SUPPLIES</b>								
22500	SUBSCRIPTIONS/PUBLICATIONS	21,493	21,904	21,900	2,295	0	2,295	89-
23000	OFFICE SUPPLIES	14,356	18,500	18,500	18,500	0	18,500	0
23001	PRINTING	499	825	800	825	0	825	0
23050	OTHER SUPPLIES	226	250	250	600	0	600	140
23200	AMMUNITION	185	275	275	275	0	275	0
23300	UNIFORMS	84	100	100	100	0	100	0
23850	MINOR EQUIP & TOOLS (<\$1000)	1,021	995	650	845	0	845	15-
23855	FURNITURE/FIXTURE <\$1000	457	3,278	3,068	1,500	0	1,500	54-
	<b>SUBTOTAL *****</b>	<b>38,321</b>	<b>46,127</b>	<b>45,543</b>	<b>24,940</b>	<b>0</b>	<b>24,940</b>	<b>46-</b>

# Prosecuting Attorney Operations

<b>DUES TRAVEL &amp; TRAINING</b>								
37000	DUES & PROF CERTIFCTN/LICENSE	7,096	8,517	7,146	8,647	0	8,647	1
37200	SEMINARS/CONFERENCE/MEETINGS	4,681	4,200	4,175	5,000	0	5,000	19
37220	TRAVEL (AIRFARE, MILEAGE, ETC)	1,702	1,327	1,097	1,183	0	1,183	10-
37230	MEALS & LODGING-TRAINING	5,491	5,218	5,020	5,738	0	5,738	9
<b>SUBTOTAL *****</b>		<b>18,970</b>	<b>19,262</b>	<b>17,438</b>	<b>20,568</b>	<b>0</b>	<b>20,568</b>	<b>7</b>
<b>UTILITIES</b>								
48000	TELEPHONES	10,292	11,040	10,850	11,500	0	11,500	4
48050	CELLULAR/MOBILE DEVICE SERVICE	771	960	875	1,020	0	1,020	6
48100	NATURAL GAS	144	204	204	204	0	204	0
48200	ELECTRICITY	718	768	768	768	0	768	0
48300	WATER	47	49	53	60	0	60	25
48400	SOLID WASTE	147	156	147	156	0	156	0
48500	STORM WATER UTILITY	0	12	0	0	0	0	100-
48600	SEWER USE	77	84	83	84	0	84	0
<b>SUBTOTAL *****</b>		<b>12,196</b>	<b>13,272</b>	<b>12,980</b>	<b>13,792</b>	<b>0</b>	<b>13,792</b>	<b>4</b>
<b>VEHICLE EXPENSE</b>								
59000	MOTORFUEL/GASOLINE	2,150	2,160	2,195	3,900	0	3,900	80
59010	FUEL SURCHARGE - REIMB TO R&B	118	132	141	180	0	180	36
59025	VEHICLE TITLE/LICENSE/PLATES	0	58	102	204	0	204	251
59030	MOTOR VEHICLE LICENSING EXP	163	0	0	0	0	0	0
59100	VEHICLE REPAIRS/MAINTENANCE	911	1,000	750	1,000	0	1,000	0
59105	TIRES	264	300	250	500	0	500	66
59110	MECHANICS CHARGE - REIMB R&B	748	800	500	800	0	800	0
59200	LOCAL MILEAGE	33	500	500	500	0	500	0
<b>SUBTOTAL *****</b>		<b>4,387</b>	<b>4,950</b>	<b>4,438</b>	<b>7,084</b>	<b>0</b>	<b>7,084</b>	<b>43</b>
<b>EQUIP &amp; BLDG MAINTENANCE</b>								
60050	EQUIP SERVICE CONTRACT	4,837	4,960	4,950	5,047	-1,051	3,996	19-
60200	EQUIP REPAIRS/MAINTENANCE	0	225	100	225	0	225	0
<b>SUBTOTAL *****</b>		<b>4,837</b>	<b>5,185</b>	<b>5,050</b>	<b>5,272</b>	<b>-1,051</b>	<b>4,221</b>	<b>19-</b>
<b>CONTRACTUAL SERVICES</b>								
70100	SOFTWARE SUBSCRIPTIONS	0	0	0	22,482	0	22,482	0
71000	INSURANCE AND BONDS	0	0	0	200	0	200	0
71100	OUTSIDE SERVICES	823	1,500	2,000	2,000	0	2,000	33
71600	EQUIP LEASES & METER CHRG	59	60	73	72	0	72	20
<b>SUBTOTAL *****</b>		<b>882</b>	<b>1,560</b>	<b>2,073</b>	<b>24,754</b>	<b>0</b>	<b>24,754</b>	<b>**</b>
<b>OTHER</b>								
83815	FACILITIES INTERNAL SERVC CHRG	142,571	173,045	173,045	184,478	0	184,478	6
<b>SUBTOTAL *****</b>		<b>142,571</b>	<b>173,045</b>	<b>173,045</b>	<b>184,478</b>	<b>0</b>	<b>184,478</b>	<b>7</b>
<b>FIXED ASSET ADDITIONS</b>								
91100	FURNITURE AND FIXTURES	0	5,965	4,155	0	0	0	100-
92000	REPLCMENT OFFICE EQUIP	15,951	0	0	0	6,517	6,517	0
92400	REPLCMENT AUTO/TRUCKS	19,178	0	0	0	0	0	0
<b>SUBTOTAL *****</b>		<b>35,129</b>	<b>5,965</b>	<b>4,155</b>	<b>0</b>	<b>6,517</b>	<b>6,517</b>	<b>9</b>
<b>TOTAL EXPENDITURES *****</b>		<b>2,040,146</b>	<b>2,153,774</b>	<b>2,090,361</b>	<b>2,100,188</b>	<b>5,466</b>	<b>2,132,181</b>	<b>1-</b>

## 1262 VICTIM WITNESS

100 GENERAL FUND

ACCT	DESCRIPTION	2017 ACTUAL	2018 BUDGET + REVISIONS	2018 ESTIMATED	2019 CORE REQUEST	2019 SUPPLEMENTAL REQUEST	2019 ADOPTED BUDGET	%CHG FROM PY BUD
<b>INTERGOVERNMENTAL REVENUE</b>								
3411	FEDERAL GRANT REIMBURSE	173,854	126,333	138,800	140,225	0	140,225	11
<b>SUBTOTAL *****</b>		<b>173,854</b>	<b>126,333</b>	<b>138,800</b>	<b>140,225</b>	<b>0</b>	<b>140,225</b>	<b>11</b>
<b>CHARGES FOR SERVICES</b>								
3510	COPIES	222	250	300	250	0	250	0
<b>SUBTOTAL *****</b>		<b>222</b>	<b>250</b>	<b>300</b>	<b>250</b>	<b>0</b>	<b>250</b>	<b>0</b>
<b>TOTAL REVENUES *****</b>		<b>174,076</b>	<b>126,583</b>	<b>139,100</b>	<b>140,475</b>	<b>0</b>	<b>140,475</b>	<b>11</b>

# Prosecuting Attorney Operations

PERSONAL SERVICES								
10100	SALARIES & WAGES	252,048	256,936	248,568	250,972	0	250,972	2-
10110	OVERTIME	1,981	2,300	2,400	2,400	0	2,400	4
10120	HOLIDAY WORKED	227	250	0	0	0	0	100-
10200	FICA	17,652	19,850	18,001	19,383	0	19,383	2-
10300	HEALTH INSURANCE	27,300	27,300	28,859	25,248	0	25,248	7-
10310	COUNTY HSA CONTRIBUTION	3,600	4,800	4,250	4,800	0	4,800	0
10325	DISABILITY INSURANCE	960	982	1,040	799	0	799	18-
10330	CNTY PD DEPENDENT PREM-HEALTH	6,008	7,368	8,632	9,713	0	9,713	31
10331	CNTY PD DEPENDENT PREM-DENTAL	493	515	652	773	0	773	50
10350	LIFE INSURANCE	240	240	236	360	0	360	50
10375	DENTAL INSURANCE	2,100	2,100	2,224	2,100	0	2,100	0
10400	WORKERS COMP	423	415	453	456	0	456	9
10500	401(A) MATCH PLAN	2,600	2,600	2,175	2,600	0	2,600	0
10510	CERF-EMPLOYER PD CONTRIBUTION	0	0	0	0	0	3,439	0
SUBTOTAL *****		315,632	325,656	317,490	319,604	0	323,043	1-
MATERIALS & SUPPLIES								
22500	SUBSCRIPTIONS/PUBLICATIONS	124	148	160	162	0	162	9
23000	OFFICE SUPPLIES	1,431	2,550	2,550	2,550	0	2,550	0
23001	PRINTING	460	392	396	396	0	396	1
23050	OTHER SUPPLIES	0	250	250	250	0	250	0
23850	MINOR EQUIP & TOOLS (<\$1000)	392	750	500	750	0	750	0
23855	FURNITURE/FIXTURE <\$1000	514	0	0	0	0	0	0
SUBTOTAL *****		2,921	4,090	3,856	4,108	0	4,108	0
DUES TRAVEL & TRAINING								
37000	DUES & PROF CERTIFCTN/LICENSE	484	709	375	509	0	509	28-
37200	SEMINARS/CONFERENCE/MEETINGS	4,037	5,113	2,430	2,288	0	2,288	55-
37220	TRAVEL (AIRFARE, MILEAGE, ETC)	997	3,050	1,691	1,556	0	1,556	48-
37230	MEALS & LODGING-TRAINING	3,072	9,610	4,634	4,095	0	4,095	57-
SUBTOTAL *****		8,590	18,482	9,130	8,448	0	8,448	54-
UTILITIES								
48000	TELEPHONES	1,619	1,740	1,607	1,740	0	1,740	0
SUBTOTAL *****		1,619	1,740	1,607	1,740	0	1,740	0
EQUIP & BLDG MAINTENANCE								
60100	BLDG REPAIRS/MAINTENANCE	1,520	0	0	0	0	0	0
SUBTOTAL *****		1,520	0	0	0	0	0	0
CONTRACTUAL SERVICES								
71000	INSURANCE AND BONDS	0	165	431	235	0	235	42
SUBTOTAL *****		0	165	431	235	0	235	42
OTHER								
84010	RECEPTION/MEETINGS	4,873	5,150	4,432	150	0	150	97-
84600	COURT COSTS	121	3,500	500	3,500	0	3,500	0
84700	WITNESS EXPENSES	6,202	9,500	8,500	9,500	0	9,500	0
84800	TRANSCRIPTS-CRIMINAL	7,239	5,500	5,500	5,500	0	5,500	0
SUBTOTAL *****		18,435	23,650	18,932	18,650	0	18,650	21-
FIXED ASSET ADDITIONS								
91301	COMPUTER HARDWARE	2,671	405	405	0	0	0	100-
91302	COMPUTER SOFTWARE	1,850	0	0	0	0	0	0
92100	REPLCMENT FURN & FIXTURES	20,285	0	0	0	0	0	0
SUBTOTAL *****		24,806	405	405	0	0	0	100-
TOTAL EXPENDITURES *****		373,523	374,188	351,851	352,785	0	356,224	5-

## 1264 PA RETIREMENT

100 GENERAL FUND

ACCT	DESCRIPTION	2017 ACTUAL	2018 BUDGET + REVISIONS	2018 ESTIMATED	2019 CORE REQUEST	2019 SUPPLEMENTAL REQUEST	2019 ADOPTED BUDGET	%CHG FROM FY BUD
OTHER								
86790	MO PROSECUTOR'S RETIREMEN	11,628	11,628	11,628	11,628	0	11,628	0
SUBTOTAL *****		11,628	11,628	11,628	11,628	0	11,628	0
TOTAL EXPENDITURES *****		11,628	11,628	11,628	11,628	0	11,628	0

# Prosecuting Attorney Operations

## 2600 PA TRAINING

260 PA TRAINING FUND

ACCT DESCRIPTION	2017 ACTUAL	2018 BUDGET + REVISIONS	2018 ESTIMATED	2019 CORE REQUEST	2019 SUPPLEMENTAL REQUEST	2019 ADOPTED BUDGET	%CHG FROM PY BUD
<b>CHARGES FOR SERVICES</b>							
3540 DEFENDANT CRT COSTS&RECOUPMENT	2,787	3,165	3,000	3,000	0	3,000	5-
SUBTOTAL *****	2,787	3,165	3,000	3,000	0	3,000	5-
<b>INTEREST</b>							
3711 INT-OVERNIGHT	3	1	5	4	0	4	300
3712 INT-LONG TERM INVEST	49	40	69	50	0	50	25
3798 INC/DEC IN FV OF INVESTMENTS	-17	0	0	0	0	0	0
SUBTOTAL *****	35	41	74	54	0	54	32
<b>TOTAL REVENUES *****</b>	<b>2,822</b>	<b>3,206</b>	<b>3,074</b>	<b>3,054</b>	<b>0</b>	<b>3,054</b>	<b>5-</b>
<b>DUES TRAVEL &amp; TRAINING</b>							
37200 SEMINARS/CONFERENCE/MEETINGS	850	1,400	1,250	1,750	0	1,750	25
37220 TRAVEL (AIRFARE, MILEAGE, ETC)	317	616	540	360	0	360	41-
37230 MEALS & LODGING-TRAINING	1,095	1,696	1,510	2,114	0	2,114	24
SUBTOTAL *****	2,262	3,712	3,300	4,224	0	4,224	14
<b>OTHER</b>							
86900 MISCELLANEOUS	0	0	3	0	0	0	0
SUBTOTAL *****	0	0	3	0	0	0	0
<b>TOTAL EXPENDITURES *****</b>	<b>2,262</b>	<b>3,712</b>	<b>3,303</b>	<b>4,224</b>	<b>0</b>	<b>4,224</b>	<b>14</b>

## 2610 PA TAX COLLECTION

261 PA TAX COLLECTION FUND

ACCT DESCRIPTION	2017 ACTUAL	2018 BUDGET + REVISIONS	2018 ESTIMATED	2019 CORE REQUEST	2019 SUPPLEMENTAL REQUEST	2019 ADOPTED BUDGET	%CHG FROM PY BUD
<b>CHARGES FOR SERVICES</b>							
3560 COLLECTION FEES	34,431	37,500	38,500	38,500	0	38,500	2
SUBTOTAL *****	34,431	37,500	38,500	38,500	0	38,500	3
<b>INTEREST</b>							
3712 INT-LONG TERM INVEST	0	0	6	0	0	0	0
SUBTOTAL *****	0	0	6	0	0	0	0
<b>OTHER FINANCING SOURCES</b>							
3917 OTI: FROM SPECIAL REVENUE FUND	0	6,415	6,586	4,400	0	4,400	31-
SUBTOTAL *****	0	6,415	6,586	4,400	0	4,400	31-
<b>TOTAL REVENUES *****</b>	<b>34,431</b>	<b>43,915</b>	<b>45,092</b>	<b>42,900</b>	<b>0</b>	<b>42,900</b>	<b>2-</b>
<b>PERSONAL SERVICES</b>							
10100 SALARIES & WAGES	24,963	12,371	12,396	12,612	0	12,612	1
10200 FICA	1,908	946	948	964	0	964	1
10300 HEALTH INSURANCE	4,083	2,472	2,472	2,284	0	2,284	7-
10310 COUNTY HSA CONTRIBUTION	300	0	0	0	0	0	0
10325 DISABILITY INSURANCE	126	53	63	45	0	45	15-
10350 LIFE INSURANCE	32	19	19	28	0	28	47
10375 DENTAL INSURANCE	298	168	168	168	0	168	0
10400 WORKERS COMP	84	19	-5	22	0	22	15
10500 401(A) MATCH PLAN	0	208	36	208	0	260	25
10510 CERF-EMPLOYER PD CONTRIBUTION	0	0	0	0	0	248	0
SUBTOTAL *****	31,794	16,256	16,097	16,331	0	16,631	2
<b>MATERIALS &amp; SUPPLIES</b>							
22000 POSTAGE	1,187	1,500	1,850	1,800	0	1,800	20
23000 OFFICE SUPPLIES	0	750	750	750	0	750	0
23001 PRINTING	0	75	75	75	0	75	0
23050 OTHER SUPPLIES	0	50	50	50	0	50	0
23850 MINOR EQUIP & TOOLS (<\$1000)	0	50	50	50	0	50	0
SUBTOTAL *****	1,187	2,425	2,775	2,725	0	2,725	12

# Prosecuting Attorney Operations

<b>CONTRACTUAL SERVICES</b>								
71100	OUTSIDE SERVICES	0	100	100	100	0	100	0
	<b>SUBTOTAL *****</b>	<b>0</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>0</b>	<b>100</b>	<b>0</b>
<b>OTHER</b>								
86900	MISCELLANEOUS	0	0	4	0	0	0	0
	<b>SUBTOTAL *****</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>TOTAL EXPENDITURES *****</b>	<b>32,981</b>	<b>18,781</b>	<b>18,976</b>	<b>19,156</b>	<b>0</b>	<b>19,456</b>	<b>4</b>

## 2620 PA CONTINGENCY

262 PA CONTINGENCY FUND

ACCT	DESCRIPTION	2017 ACTUAL	2018 BUDGET + REVISIONS	2018 ESTIMATED	2019 CORE REQUEST	2019 SUPPLEMENTAL REQUEST	2019 ADOPTED BUDGET	%CHG FROM PY BUD
<b>CHARGES FOR SERVICES</b>								
3574	P.A. FEES	11,738	20,000	13,648	20,000	0	20,000	0
	<b>SUBTOTAL *****</b>	<b>11,738</b>	<b>20,000</b>	<b>13,648</b>	<b>20,000</b>	<b>0</b>	<b>20,000</b>	<b>0</b>
<b>INTEREST</b>								
3711	INT-OVERNIGHT	0	0	2	2	0	2	0
3712	INT-LONG TERM INVEST	0	0	20	20	0	20	0
	<b>SUBTOTAL *****</b>	<b>0</b>	<b>0</b>	<b>22</b>	<b>22</b>	<b>0</b>	<b>22</b>	<b>0</b>
	<b>TOTAL REVENUES *****</b>	<b>11,738</b>	<b>20,000</b>	<b>13,670</b>	<b>20,022</b>	<b>0</b>	<b>20,022</b>	<b>0</b>
<b>CONTRACTUAL SERVICES</b>								
71105	LEGAL SERVICES	0	500	0	500	0	500	0
	<b>SUBTOTAL *****</b>	<b>0</b>	<b>500</b>	<b>0</b>	<b>500</b>	<b>0</b>	<b>500</b>	<b>0</b>
<b>OTHER</b>								
84600	COURT COSTS	60	2,000	1,000	2,000	0	2,000	0
84700	WITNESS EXPENSES	4,791	7,500	5,000	7,500	0	7,500	0
84800	TRANSCRIPTS-CRIMINAL	10,282	9,500	9,000	9,500	0	9,500	0
85400	CRIMINAL INVESTIGATION	0	500	0	500	0	500	0
	<b>SUBTOTAL *****</b>	<b>15,133</b>	<b>19,500</b>	<b>15,000</b>	<b>19,500</b>	<b>0</b>	<b>19,500</b>	<b>0</b>
	<b>TOTAL EXPENDITURES *****</b>	<b>15,133</b>	<b>20,000</b>	<b>15,000</b>	<b>20,000</b>	<b>0</b>	<b>20,000</b>	<b>0</b>

## 2640 PA FORFEITURE MONEY

264 PA FORFEITURE FUND

ACCT	DESCRIPTION	2017 ACTUAL	2018 BUDGET + REVISIONS	2018 ESTIMATED	2019 CORE REQUEST	2019 SUPPLEMENTAL REQUEST	2019 ADOPTED BUDGET	%CHG FROM PY BUD
<b>INTEREST</b>								
3711	INT-OVERNIGHT	4	2	6	5	0	5	150
3712	INT-LONG TERM INVEST	65	50	75	50	0	50	0
3798	INC/DEC IN FV OF INVESTMENTS	-18	0	0	0	0	0	0
	<b>SUBTOTAL *****</b>	<b>51</b>	<b>52</b>	<b>81</b>	<b>55</b>	<b>0</b>	<b>55</b>	<b>6</b>
	<b>TOTAL REVENUES *****</b>	<b>51</b>	<b>52</b>	<b>81</b>	<b>55</b>	<b>0</b>	<b>55</b>	<b>6</b>
<b>DUES TRAVEL &amp; TRAINING</b>								
37200	SEMINARS/CONFERENCE/MEETINGS	0	575	0	575	0	575	0
37220	TRAVEL (AIRFARE, MILEAGE, ETC)	0	750	0	750	0	750	0
37230	MEALS & LODGING-TRAINING	0	750	0	750	0	750	0
	<b>SUBTOTAL *****</b>	<b>0</b>	<b>2,075</b>	<b>0</b>	<b>2,075</b>	<b>0</b>	<b>2,075</b>	<b>0</b>
<b>CONTRACTUAL SERVICES</b>								
71100	OUTSIDE SERVICES	0	1,000	0	1,000	0	1,000	0
	<b>SUBTOTAL *****</b>	<b>0</b>	<b>1,000</b>	<b>0</b>	<b>1,000</b>	<b>0</b>	<b>1,000</b>	<b>0</b>
<b>OTHER</b>								
86900	MISCELLANEOUS	0	0	4	0	0	0	0
	<b>SUBTOTAL *****</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>TOTAL EXPENDITURES *****</b>	<b>0</b>	<b>3,075</b>	<b>4</b>	<b>3,075</b>	<b>0</b>	<b>3,075</b>	<b>0</b>



# Prosecuting Attorney Operations

## 2650 PA ADMIN HANDLING COST

265 PA ADMIN HANDLING COST FUND

ACCT DESCRIPTION	2017 ACTUAL	2018 BUDGET + REVISIONS	2018 ESTIMATED	2019 CORE REQUEST	2019 SUPPLEMENTAL REQUEST	2019 ADOPTED BUDGET	%CHG FROM FY BUD
<b>CHARGES FOR SERVICES</b>							
3501 ADMINISTRATIVE FEE	9,499	12,500	13,000	13,000	0	13,000	4
SUBTOTAL *****	9,499	12,500	13,000	13,000	0	13,000	4
<b>INTEREST</b>							
3711 INT-OVERNIGHT	8	3	25	25	0	25	733
3712 INT-LONG TERM INVEST	134	61	300	300	0	300	391
3798 INC/DEC IN FV OF INVESTMENTS	-95	0	0	0	0	0	0
SUBTOTAL *****	47	64	325	325	0	325	408
<b>MISCELLANEOUS</b>							
3892 DEPOSIT OVERAGE	10	25	50	25	0	25	0
SUBTOTAL *****	10	25	50	25	0	25	0
<b>TOTAL REVENUES *****</b>	<b>9,556</b>	<b>12,589</b>	<b>13,375</b>	<b>13,350</b>	<b>0</b>	<b>13,350</b>	<b>6</b>
<b>MATERIALS &amp; SUPPLIES</b>							
22000 POSTAGE	429	600	650	650	0	650	8
23000 OFFICE SUPPLIES	0	500	500	500	0	500	0
23001 PRINTING	230	142	190	190	0	190	33
23050 OTHER SUPPLIES	0	50	50	50	0	50	0
23850 MINOR EQUIP & TOOLS (<\$1000)	0	50	50	50	0	50	0
SUBTOTAL *****	659	1,342	1,440	1,440	0	1,440	7
<b>OTHER</b>							
83917 OTO: TO GENERAL FUND	0	11,150	8,890	11,935	0	11,935	7
86896 DEPOSIT SHORTAGE	0	5	5	5	0	5	0
86900 MISCELLANEOUS	0	0	11	0	0	0	0
SUBTOTAL *****	0	11,155	8,906	11,940	0	11,940	7
<b>TOTAL EXPENDITURES *****</b>	<b>659</b>	<b>12,497</b>	<b>10,346</b>	<b>13,380</b>	<b>0</b>	<b>13,380</b>	<b>7</b>

## 2651 BAD CHECK COLLECTIONS

265 PA ADMIN HANDLING COST FUND

ACCT DESCRIPTION	2017 ACTUAL	2018 BUDGET + REVISIONS	2018 ESTIMATED	2019 CORE REQUEST	2019 SUPPLEMENTAL REQUEST	2019 ADOPTED BUDGET	%CHG FROM FY BUD
<b>CHARGES FOR SERVICES</b>							
3560 COLLECTION FEES	7,193	7,000	4,500	4,500	0	4,500	35-
SUBTOTAL *****	7,193	7,000	4,500	4,500	0	4,500	36-
<b>MISCELLANEOUS</b>							
3892 DEPOSIT OVERAGE	11	15	10	10	0	10	33-
SUBTOTAL *****	11	15	10	10	0	10	33-
<b>TOTAL REVENUES *****</b>	<b>7,204</b>	<b>7,015</b>	<b>4,510</b>	<b>4,510</b>	<b>0</b>	<b>4,510</b>	<b>36-</b>
<b>MATERIALS &amp; SUPPLIES</b>							
22000 POSTAGE	618	600	100	250	0	250	58-
SUBTOTAL *****	618	600	100	250	0	250	58-
<b>OTHER</b>							
83922 OTO: TO SPECIAL REVENUE FUND	0	6,415	6,586	4,400	0	4,400	31-
86896 DEPOSIT SHORTAGE	0	5	0	5	0	5	0
SUBTOTAL *****	0	6,420	6,586	4,405	0	4,405	31-
<b>TOTAL EXPENDITURES *****</b>	<b>618</b>	<b>7,020</b>	<b>6,686</b>	<b>4,655</b>	<b>0</b>	<b>4,655</b>	<b>34-</b>

# Prosecuting Attorney Operations

## 2903 PROSECUTING ATTRNY-LE SALES TX

290 LAW ENFORCEMENT SERVICES FUND

ACCT DESCRIPTION	2017 ACTUAL	2018 BUDGET + REVISIONS	2018 ESTIMATED	2019 CORE REQUEST	2019 SUPPLEMENTAL REQUEST	2019 ADOPTED BUDGET	%CHG FROM FY BUD
<b>PERSONAL SERVICES</b>							
10100 SALARIES & WAGES	271,725	279,708	263,264	258,733	0	258,733	7-
10110 OVERTIME	3,672	3,500	3,000	3,000	0	3,000	14-
10120 HOLIDAY WORKED	84	100	0	0	0	0	100-
10200 FICA	20,290	21,673	19,912	20,022	0	20,022	7-
10300 HEALTH INSURANCE	28,244	28,200	24,423	26,076	0	26,076	7-
10310 COUNTY HSA CONTRIBUTION	2,625	3,600	3,850	3,600	0	3,600	0
10325 DISABILITY INSURANCE	1,124	1,202	1,022	931	0	931	22-
10330 CNTY PD DEPENDENT PREM-HEALTH	3,143	3,854	2,098	1,648	0	1,648	57-
10331 CNTY PD DEPENDENT PREM-DENTAL	298	515	516	220	0	220	57-
10350 LIFE INSURANCE	228	240	208	360	0	360	50
10375 DENTAL INSURANCE	2,095	2,100	1,853	2,100	0	2,100	0
10400 WORKERS COMP	406	453	460	471	0	471	3
10500 401(A) MATCH PLAN	2,290	2,600	2,135	2,600	0	2,600	0
10510 CERF-EMPLOYER PD CONTRIBUTION	0	0	0	0	0	5,413	0
SUBTOTAL *****	336,224	347,745	322,741	319,761	0	325,174	6-
<b>MATERIALS &amp; SUPPLIES</b>							
22500 SUBSCRIPTIONS/PUBLICATIONS	1,597	1,584	1,632	0	0	0	100-
23000 OFFICE SUPPLIES	747	1,360	1,100	1,360	0	1,360	0
23850 MINOR EQUIP & TOOLS (<\$1000)	70	0	0	0	0	0	0
SUBTOTAL *****	2,414	2,944	2,732	1,360	0	1,360	54-
<b>DUES TRAVEL &amp; TRAINING</b>							
37000 DUES & PROF CERTIFCTN/LICENSE	1,240	1,390	1,240	1,406	0	1,406	1
37200 SEMINARS/CONFERENCE/MEETINGS	800	800	1,000	1,000	0	1,000	25
37220 TRAVEL (AIRFARE, MILEAGE, ETC)	176	352	1,017	360	0	360	2
37230 MEALS & LODGING-TRAINING	783	1,012	1,197	1,208	0	1,208	19
SUBTOTAL *****	2,999	3,554	4,454	3,974	0	3,974	12
<b>UTILITIES</b>							
48000 TELEPHONES	1,894	1,980	2,021	2,100	0	2,100	6
SUBTOTAL *****	1,894	1,980	2,021	2,100	0	2,100	6
<b>CONTRACTUAL SERVICES</b>							
70100 SOFTWARE SUBSCRIPTIONS	0	0	0	1,644	0	1,644	0
SUBTOTAL *****	0	0	0	1,644	0	1,644	0
<b>TOTAL EXPENDITURES *****</b>	<b>343,531</b>	<b>356,223</b>	<b>331,948</b>	<b>328,839</b>	<b>0</b>	<b>334,252</b>	<b>6-</b>

Decimal values have been truncated.

# Child Support Enforcement

## Department Number 1263

### **Mission**

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The Family Support Division of the Boone County Prosecutor's Office represents the State of Missouri in establishing paternity and support orders, establishing state debt orders, and in enforcing and modifying existing court orders. The Division pursues civil and criminal remedies for enforcement. Activities are carried out pursuant to a cooperative agreement with the State of Missouri and all costs are reimbursed according to the terms of this agreement. Boone County Family Support Division follows the mission of the Missouri Division of Child Support Enforcement: Establish, enforce and monitor the financial responsibility of parents for the support of their children. Core Values include: Respect, Participatory Leadership, Diversity, Honesty, Communicate Clearly with Staff and Public, Provide a Service to the Public, and Open Mindedness.

### **Budget Highlights**

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All of the costs (including depreciation on fixed assets) are eligible for state reimbursement. This normally results in 100% coverage of all operating costs as well as cost recovery of allowable indirect costs.

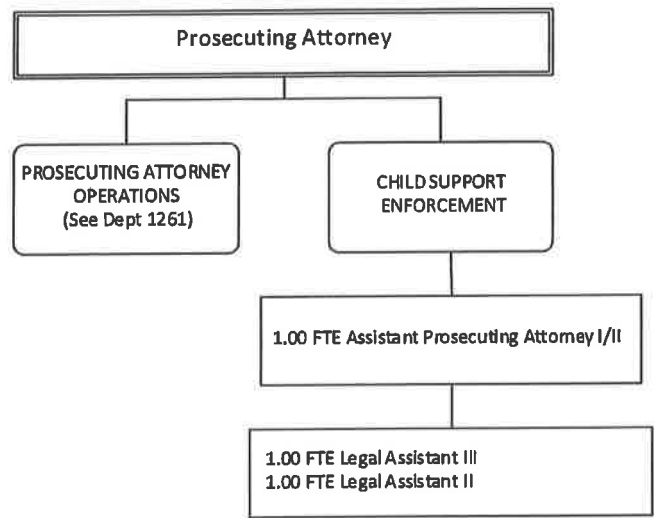
In January 2010, the state reduced funding to this program which required eliminating one full-time position and reducing another position to part-time. In fiscal year 2012, the state further reduced funding, resulting in an additional .50 FTE reduction. Effective January 2013, the state significantly reduced funding to this program again, which required eliminating four (4) full-time positions. These reductions remain in effect.

The reduction in salary and benefits is the result of turnover of long-tenured staff. There are no other significant changes to this budget.

# Child Support Enforcement

## Organizational Chart

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# Child Support Enforcement

## Annual Budget

### 1263 IV-D

100 GENERAL FUND

ACCT DESCRIPTION	2017 ACTUAL	2018 BUDGET + REVISIONS	2018 ESTIMATED	2019 CORE REQUEST	2019 SUPPLEMENTAL REQUEST	2019 ADOPTED BUDGET	%CHG FROM FY BUD
<b>INTERGOVERNMENTAL REVENUE</b>							
3465 FEDERAL REIMBURSE EXPENSES	251,662	226,000	226,000	226,000	0	226,000	0
SUBTOTAL *****	251,662	226,000	226,000	226,000	0	226,000	0
<b>TOTAL REVENUES *****</b>							
	<b>251,662</b>	<b>226,000</b>	<b>226,000</b>	<b>226,000</b>	<b>0</b>	<b>226,000</b>	<b>0</b>
<b>PERSONAL SERVICES</b>							
10100 SALARIES & WAGES	171,585	170,346	156,227	160,286	0	160,286	5-
10200 FICA	11,669	13,143	10,960	12,261	0	12,261	6-
10300 HEALTH INSURANCE	18,723	18,540	18,540	17,136	0	17,136	7-
10325 DISABILITY INSURANCE	722	738	797	577	0	577	21-
10330 CNTY PD DEPENDENT PREM-HEALTH	11,022	7,738	13,136	11,566	0	11,566	49
10331 CNTY PD DEPENDENT PREM-DENTAL	565	552	405	404	0	404	26-
10350 LIFE INSURANCE	144	144	148	216	0	216	50
10375 DENTAL INSURANCE	1,272	1,260	1,260	1,260	0	1,260	0
10400 WORKERS COMP	263	274	277	288	0	288	5
10500 401(A) MATCH PLAN	1,300	1,560	950	1,560	0	1,560	0
10510 CERF-EMPLOYER PD CONTRIBUTION	0	0	0	0	0	813	0
SUBTOTAL *****	217,265	214,295	202,700	205,554	0	206,367	4-
<b>MATERIALS &amp; SUPPLIES</b>							
22000 POSTAGE	607	391	607	707	0	707	80
22500 SUBSCRIPTIONS/PUBLICATIONS	1,582	1,900	2,200	1,900	0	1,900	0
23000 OFFICE SUPPLIES	717	753	1,314	1,310	0	1,310	73
SUBTOTAL *****	2,906	3,044	4,121	3,917	0	3,917	29
<b>DUES TRAVEL &amp; TRAINING</b>							
37000 DUES & PROF CERTIFCTN/LICENSE	605	605	615	635	0	635	4
37200 SEMINARS/CONFERENCE/MEETINGS	700	700	550	970	0	970	38
37220 TRAVEL (AIRFARE, MILEAGE, ETC)	251	535	658	745	0	745	39
37230 MEALS & LODGING-TRAINING	532	1,326	1,354	1,700	0	1,700	28
SUBTOTAL *****	2,088	3,166	3,177	4,050	0	4,050	28
<b>UTILITIES</b>							
48000 TELEPHONES	2,231	2,304	2,304	2,334	0	2,334	1
48002 DATA COMMUNICATIONS	290	280	280	340	0	340	21
48100 NATURAL GAS	328	900	900	630	0	630	30-
48200 ELECTRICITY	1,634	1,500	1,500	1,500	0	1,500	0
48300 WATER	107	95	95	95	0	95	0
48400 SOLID WASTE	335	335	335	335	0	335	0
48500 STORM WATER UTILITY	0	20	20	20	0	20	0
48600 SEWER USE	176	168	168	189	0	189	12
SUBTOTAL *****	5,101	5,602	5,602	5,443	0	5,443	3-
<b>EQUIP &amp; BLDG MAINTENANCE</b>							
60050 EQUIP SERVICE CONTRACT	448	730	730	750	0	750	2
SUBTOTAL *****	448	730	730	750	0	750	3
<b>CONTRACTUAL SERVICES</b>							
70050 SOFTWARE SERVICE CONTRACT	1,801	2,070	2,070	1,488	0	1,683	18-
70100 SOFTWARE SUBSCRIPTIONS	0	0	615	615	0	615	0
71100 OUTSIDE SERVICES	1,241	945	945	1,299	0	1,299	37
SUBTOTAL *****	3,042	3,015	3,630	3,402	0	3,597	19
<b>OTHER</b>							
83815 FACILITIES INTERNAL SERVC CHR	13,487	12,861	12,861	14,417	0	14,417	12
SUBTOTAL *****	13,487	12,861	12,861	14,417	0	14,417	12
<b>FIXED ASSET ADDITIONS</b>							
91301 COMPUTER HARDWARE	0	561	0	0	0	0	100-
92000 REPLCMENT OFFICE EQUIP	0	5,059	4,973	0	0	0	100-
92301 REPLC COMPUTER HDWR	0	0	0	0	0	1,950	0
SUBTOTAL *****	0	5,620	4,973	0	0	1,950	65-
<b>TOTAL EXPENDITURES *****</b>							
	<b>244,337</b>	<b>248,333</b>	<b>237,794</b>	<b>237,533</b>	<b>0</b>	<b>240,491</b>	<b>3-</b>

Decimal values have been truncated.

# 2017 BUDGET

## Boone County Missouri



**Daniel K. Atwill**  
Presiding Commissioner

**Fred J. Parry**  
District I Commissioner

**Janet M. Thompson**  
District II Commissioner

**June E. Pitchford, CPA**  
Boone County Auditor  
Budget Officer

# Prosecuting Attorney Summary

## Budget Summary

Fund	Dept	Department Name	2015	2016	2017	2017	2017	2017
			Actual	Estimated	Class 1 Personal Services	Classes 2-8 Other Services and Charges	Class 9 Capital Outlay	Total
<b>Prosecuting Attorney Operations</b>								
100	1261	Prosecuting Attorney	\$ 1,933,707	\$ 2,016,188	\$ 1,821,595	\$ 229,425	\$ 15,951	\$ 2,066,971
100	1262	Victim Witness	229,918	312,645	323,115	37,447	-	360,562
100	1264	PA Retirement	7,752	9,044	-	10,336	-	10,336
260	2600	PA Training	1,705	2,560	-	3,163	-	3,163
261	2610	PA Tax Collection	38,411	73,160	69,061	2,867	-	71,928
262	2620	PA Contingency	20,000	9,000	-	20,000	-	20,000
263	2630	PA Bad Check Collections	49,618	-	-	-	-	-
264	2640	PA Forfeiture Money	-	-	-	3,075	-	3,075
265	2650	PA Admin Handling Cost	23,769	18,205	-	20,127	-	20,127
265	2651	Bad Check Collections	-	7,515	-	7,515	-	7,515
290	2903	PA-Law Enf Sales Tax	333,884	340,176	326,928	8,482	-	335,410
		<b>Subtotal</b>	<b>2,638,764</b>	<b>2,788,493</b>	<b>2,540,699</b>	<b>342,437</b>	<b>15,951</b>	<b>2,899,087</b>
<b>Child Support Enforcement</b>								
100	1263	IV-D Child Support	212,377	237,465	216,084	28,015	-	244,099
		<b>Subtotal</b>	<b>212,377</b>	<b>237,465</b>	<b>216,084</b>	<b>28,015</b>	<b>-</b>	<b>244,099</b>

# Prosecuting Attorney Summary

## Personnel Summary

Position Title			Departmental Funding Source					2017 Total	Change
	2015	2016	Full-time Equivalent Positions						
			Dept. 1261	Dept. 1262	Dept. 1263	Dept. 2610	Dept. 2903		
<b>Prosecuting Attorney</b>									
<b>Operations:</b>									
Prosecuting Attorney (Elected)	1.00	1.00	1.00	-	-	-	-	1.00	-
First Assistant Prosecuting Attorney	1.00	1.00	1.00	-	-	-	-	1.00	-
Assistant Prosecuting Attorney II	11.00	10.00	9.00	-	-	-	1.00	10.00	-
Assistant Prosecuting Attorney I	-	1.00	-	-	-	-	1.00	1.00	-
Chief Investigator	1.00	1.00	1.00	-	-	-	-	1.00	-
Investigator	3.00	3.00	1.00	-	-	-	2.00	3.00	-
Office Administrator	1.00	1.00	1.00	-	-	-	-	1.00	-
Witness Location Investigator	1.00	1.00	1.00	-	-	-	-	1.00	-
Legal Assistant I	8.00	8.00	7.00	-	-	-	1.00	8.00	-
Legal Assistant III	1.00	1.00	1.00	-	-	-	-	1.00	-
Crime Victim Specialist	2.00	3.00	-	3.00	-	-	-	3.00	-
Victim Assistant	1.00	1.00	-	1.00	-	-	-	1.00	-
Witness Coordinator	1.00	1.00	-	1.00	-	-	-	1.00	-
Case Specialist	0.48	0.48	-	0.48	-	-	-	0.48	-
Bad Check /Tax Administrator	0.50	1.00	-	-	-	1.00	-	1.00	-
Account Specialist I	1.50	2.00	1.60	-	-	0.40	-	2.00	-
Temporary File Clerk Pool	-	1.00	1.00	-	-	-	-	1.00	-
Subtotal	34.48	37.48	25.60	5.48	-	1.40	5.00	37.48	-
<b>Child Support Enforcement:</b>									
Assistant Prosecuting Attorney II	1.00	1.00	-	-	1.00	-	-	1.00	-
Legal Assistant III	1.00	1.00	-	-	1.00	-	-	1.00	-
Legal Assistant II	1.00	1.00	-	-	1.00	-	-	1.00	-
Subtotal	3.00	3.00	-	-	3.00	-	-	3.00	-
<b>Total FTEs</b>	<b>37.48</b>	<b>40.48</b>	<b>25.60</b>	<b>5.48</b>	<b>3.00</b>	<b>1.40</b>	<b>5.00</b>	<b>40.48</b>	<b>-</b>
Overtime	\$ 31,350	\$ 35,600	\$ 10,000	\$ 2,000	\$ -	\$ 250	\$ 500	\$ 12,750	\$ (22,850)



# Prosecuting Attorney Operations

## Performance Measures

	2015 Actual	2016 Estimated	2017 Projected
Number of Felonies Filed	1,225	1,608	1,600
Number of Misdemeanors Filed	5,623	5,431	5,450
Total Number of Cases Filed	6,848	7,039	7,050

## Annual Budget

### 1261 PROSECUTING ATTORNEY

100 GENERAL FUND

ACCT	DESCRIPTION	2015 ACTUAL	2016 BUDGET + REVISIONS	2016 ESTIMATED	2017 CORE REQUEST	2017 SUPPLEMENTAL REQUEST	2017 ADOPTED BUDGET	%CHG FROM PY BUD
<b>INTERGOVERNMENTAL REVENUE</b>								
3411	FEDERAL GRANT REIMBURSE	71,084	79,672	74,610	76,848	0	76,848	3-
SUBTOTAL *****		71,084	79,672	74,610	76,848	0	76,848	4-
<b>CHARGES FOR SERVICES</b>								
3528	REIMB PERSONNEL/PROJECTS	29,169	41,169	30,910	0	0	0	100-
3560	COLLECTION FEES	59,976	50,000	46,500	58,000	0	58,000	16
3574	P.A. FEES	96,641	100,000	100,000	100,000	0	100,000	0
SUBTOTAL *****		185,786	191,169	177,410	158,000	0	158,000	17-
<b>OTHER FINANCING SOURCES</b>								
3917	OTT: FROM SPECIAL REVENUE FUND	23,769	12,000	17,600	18,630	0	18,630	55
SUBTOTAL *****		23,769	12,000	17,600	18,630	0	18,630	55
<b>TOTAL REVENUES *****</b>		<b>280,639</b>	<b>282,841</b>	<b>269,620</b>	<b>253,478</b>	<b>0</b>	<b>253,478</b>	<b>10-</b>
<b>PERSONAL SERVICES</b>								
10100	SALARIES & WAGES	1,404,947	1,465,539	1,444,368	1,458,102	97,978	1,483,832	1
10110	OVERTIME	31,481	30,000	30,000	10,000	0	10,000	66-
10120	HOLIDAY WORKED	933	750	750	750	0	750	0
10125	FAMILY HOLIDAY WORKED PREMIUM	0	0	100	100	0	100	0
10200	FICA	105,454	114,726	110,130	112,374	7,496	114,343	0
10300	HEALTH INSURANCE	133,959	142,590	143,970	152,028	9,585	152,028	6
10325	DISABILITY INSURANCE	4,954	5,487	5,858	6,269	350	6,272	14
10330	CNTY PD DEPENDENT PREM-HEALTH	0	9,990	21,886	26,483	0	26,483	165
10331	CNTY PD DEPENDENT PREM-DENTAL	0	844	1,340	1,425	0	1,425	68
10350	LIFE INSURANCE	1,190	1,176	1,168	1,180	72	1,180	0
10375	DENTAL INSURANCE	12,551	10,290	10,370	10,332	630	10,332	0
10400	WORKERS COMP	3,147	2,191	605	2,056	103	2,058	6-
10500	401(A) MATCH PLAN	13,285	16,055	11,460	12,792	0	12,792	20-
SUBTOTAL *****		1,711,901	1,799,638	1,782,005	1,793,891	116,214	1,821,595	1
<b>MATERIALS &amp; SUPPLIES</b>								
22500	SUBSCRIPTIONS/PUBLICATIONS	16,032	21,879	20,200	19,526	0	19,526	10-
23000	OFFICE SUPPLIES	15,523	15,484	15,500	18,128	0	18,128	17
23001	PRINTING	274	563	600	575	0	575	2
23050	OTHER SUPPLIES	383	250	200	250	0	250	0
23200	AMMUNITION	0	275	0	275	0	275	0
23300	UNIFORMS	118	100	0	100	0	100	0
23850	MINOR EQUIP & TOOLS (<\$1000)	1,723	500	456	845	85	845	69
23855	FURNITURE/FIXTURE <\$1000	3,434	461	461	500	0	500	8
SUBTOTAL *****		37,487	39,512	37,417	40,199	85	40,199	2
<b>DUES TRAVEL &amp; TRAINING</b>								
37000	DUES & PROF CERTIFCTN/LICENSE	6,309	7,475	6,301	7,977	0	7,977	6
37200	SEMINARS/CONFEREN/MEETING	2,040	3,100	3,637	5,309	0	5,309	71
37220	TRAVEL (AIRFARE, MILEAGE, ETC)	1,123	1,639	1,600	2,725	0	2,725	66
37230	MEALS & LODGING-TRAINING	2,493	4,711	4,864	6,511	0	6,511	38
SUBTOTAL *****		11,965	16,925	16,402	22,522	0	22,522	33

# Prosecuting Attorney Operations

UTILITIES								
48000	TELEPHONES	9,982	10,500	10,000	10,500	45	10,500	0
48050	CELLULAR/MOBILE DEVICE SERVICE	600	600	605	612	0	612	2
48100	NATURAL GAS	187	289	200	204	0	204	29-
48200	ELECTRICITY	570	600	565	564	0	564	6-
48300	WATER	38	63	36	48	0	48	23-
48400	SOLID WASTE	138	140	147	156	0	156	11
48500	STORM WATER UTILITY	9	9	11	12	0	12	33
48600	SEWER USE	73	89	72	84	0	84	5-
SUBTOTAL *****		11,597	12,290	11,636	12,180	45	12,180	1-
VEHICLE EXPENSE								
59000	MOTORFUEL/GASOLINE	3,162	3,900	2,875	3,000	0	3,000	23-
59010	FUEL SURCHARGE - REIMB TO R&B	171	166	189	192	0	192	15
59025	VEHICLE TITLE/LICENSE/PLATES	124	0	0	0	0	0	0
59030	MOTOR VEHICLE LICENSING EXP	56	0	0	112	0	112	0
59100	VEHICLE REPAIRS/MAINTENANCE	1,266	1,000	1,000	1,000	0	1,000	0
59105	TIRES	111	500	425	500	0	500	0
59110	MECHANICS CHARGE - REIMB R&B	847	500	500	500	0	500	0
59200	LOCAL MILEAGE	967	800	300	500	0	500	37-
SUBTOTAL *****		6,704	6,866	5,289	5,804	0	5,804	15-
EQUIP & BLDG MAINTENANCE								
60050	EQUIP SERVICE CONTRACT	5,770	5,770	5,770	5,827	-463	5,364	7-
60200	EQUIP REPAIRS/MAINTENANCE	221	735	135	225	0	225	69-
SUBTOTAL *****		5,991	6,505	5,905	6,052	-463	5,589	14-
CONTRACTUAL SERVICES								
71000	INSURANCE AND BONDS	164	164	164	0	0	0	100-
71100	OUTSIDE SERVICES	113	500	500	500	0	500	0
71500	BUILDING USE/RENT CHARGE	141,871	156,810	156,810	0	0	0	100-
71600	EQUIP LEASES & METER CHR	59	60	60	60	0	60	0
SUBTOTAL *****		142,207	157,534	157,534	560	0	560	100-
OTHER								
83815	FACILITIES INTERNAL SERVC CHR	0	0	0	142,571	0	142,571	0
SUBTOTAL *****		0	0	0	142,571	0	142,571	0
FIXED ASSET ADDITIONS								
91100	FURNITURE AND FIXTURES	4,148	0	0	0	0	0	0
91300	MACHINERY & EQUIPMENT	0	0	0	0	19,208	15,951	0
91301	COMPUTER HARDWARE	0	0	0	0	2,044	0	0
91302	COMPUTER SOFTWARE	0	900	0	0	841	0	100-
92100	REPLCMNT FURN & FIXTURES	1,708	0	0	0	0	0	0
92200	REPLACEMENT BLDGS & IMPRV	0	0	0	0	10,000	0	0
SUBTOTAL *****		5,856	900	0	0	32,093	15,951	**
TOTAL EXPENDITURES *****		1,933,708	2,040,170	2,016,188	2,023,779	147,974	2,066,971	1

## 1262 VICTIM WITNESS

100 GENERAL FUND								
ACCT	DESCRIPTION	2015 ACTUAL	2016 BUDGET + REVISIONS	2016 ESTIMATED	2017 CORE REQUEST	2017 SUPPLEMENTAL REQUEST	2017 ADOPTED BUDGET	%CHG FROM PY BUD
INTERGOVERNMENTAL REVENUE								
3411	FEDERAL GRANT REIMBURSE	77,241	150,257	123,161	215,880	0	215,880	43
SUBTOTAL *****		77,241	150,257	123,161	215,880	0	215,880	44
CHARGES FOR SERVICES								
3510	COPIES	1,013	500	250	250	0	250	50-
SUBTOTAL *****		1,013	500	250	250	0	250	50-
TOTAL REVENUES *****		78,254	150,757	123,411	216,130	0	216,130	43

# Prosecuting Attorney Operations

PERSONAL SERVICES								
10100	SALARIES & WAGES	165,641	228,053	226,851	251,935	0	251,935	10
10110	OVERTIME	2,373	2,000	2,000	2,000	0	2,000	0
10120	HOLIDAY WORKED	214	0	223	250	0	250	0
10200	FICA	11,365	18,123	16,490	19,445	0	19,445	7
10300	HEALTH INSURANCE	16,011	27,645	23,940	30,900	0	30,900	11
10325	DISABILITY INSURANCE	495	790	718	963	0	963	21
10330	CNTY PD DEPENDENT PREM-HEALTH	0	9,167	9,323	11,184	0	11,184	22
10331	CNTY PD DEPENDENT PREM-DENTAL	0	406	418	493	0	493	21
10350	LIFE INSURANCE	144	230	188	240	0	240	4
10375	DENTAL INSURANCE	1,500	1,960	1,728	2,100	0	2,100	7
10400	WORKERS COMP	342	330	244	355	0	355	7
10500	401 (A) MATCH PLAN	1,375	2,555	2,250	2,600	0	3,250	27
SUBTOTAL *****		199,460	291,259	284,373	322,465	0	323,115	11
MATERIALS & SUPPLIES								
22500	SUBSCRIPTIONS/PUBLICATIONS	39	149	149	148	0	148	0
23000	OFFICE SUPPLIES	2,291	2,300	2,300	2,550	0	2,550	10
23001	PRINTING	0	317	317	317	0	317	0
23050	OTHER SUPPLIES	0	250	0	250	0	250	0
23850	MINOR EQUIP & TOOLS (<\$1000)	0	750	750	750	0	750	0
SUBTOTAL *****		2,330	3,766	3,516	4,015	0	4,015	7
DUES TRAVEL & TRAINING								
37000	DUES & PROF CERTIFCTN/LICENSE	606	606	710	606	0	606	0
37200	SEMINARS/CONFEREN/MEETING	435	930	775	3,927	0	3,927	322
37220	TRAVEL (AIRFARE, MILEAGE, ETC)	345	95	95	3,111	0	3,111	,174
37230	MEALS & LODGING-TRAINING	719	423	275	5,038	0	5,038	,091
SUBTOTAL *****		2,105	2,054	1,855	12,682	0	12,682	517
UTILITIES								
48000	TELEPHONES	1,594	1,900	1,860	2,100	0	2,100	10
SUBTOTAL *****		1,594	1,900	1,860	2,100	0	2,100	11
OTHER								
84010	RECEPTION/MEETINGS	3,512	150	0	150	0	150	0
84600	COURT COSTS	2,374	3,500	1,000	3,500	0	3,500	0
84700	WITNESS EXPENSES	10,844	9,500	8,000	9,500	0	9,500	0
84800	TRANSCRIPTS-CRIMINAL	7,701	5,500	8,500	5,500	0	5,500	0
SUBTOTAL *****		24,431	18,650	17,500	18,650	0	18,650	0
FIXED ASSET ADDITIONS								
91301	COMPUTER HARDWARE	0	4,482	2,700	0	0	0	100-
91302	COMPUTER SOFTWARE	0	841	841	0	0	0	100-
92100	REPLCMENT FURN & FIXTURES	0	5,605	0	0	0	0	100-
92301	REPLC COMPUTER HDWR	0	138	0	0	0	0	100-
SUBTOTAL *****		0	11,066	3,541	0	0	0	100-
TOTAL EXPENDITURES *****		229,920	328,695	312,645	359,912	0	360,562	10

## 1264 PA RETIREMENT

100 GENERAL FUND							
ACCT DESCRIPTION	2015 ACTUAL	2016 BUDGET + REVISIONS	2016 ESTIMATED	2017 CORE REQUEST	2017 SUPPLEMENTAL REQUEST	2017 ADOPTED BUDGET	%CHG FROM FY BUD
OTHER							
86790 MO PROSECUTOR'S RETIREMEN	7,752	7,752	9,044	10,336	0	10,336	33
SUBTOTAL *****	7,752	7,752	9,044	10,336	0	10,336	33
TOTAL EXPENDITURES *****	7,752	7,752	9,044	10,336	0	10,336	33

## 2600 PA TRAINING

260 PA TRAINING FUND							
ACCT DESCRIPTION	2015 ACTUAL	2016 BUDGET + REVISIONS	2016 ESTIMATED	2017 CORE REQUEST	2017 SUPPLEMENTAL REQUEST	2017 ADOPTED BUDGET	%CHG FROM FY BUD
CHARGES FOR SERVICES							
3540 DEFENDANT CRT COSTS&RECOUPMENT	3,163	3,300	3,625	3,300	0	3,300	0
SUBTOTAL *****	3,163	3,300	3,625	3,300	0	3,300	0

# Prosecuting Attorney Operations

INTEREST							
3711 INT-OVERNIGHT	0	0	1	1	0	1	0
3712 INT-LONG TERM INVEST	10	8	25	10	0	10	25
3798 INC/DEC IN FV OF INVESTMENTS	-7	0	0	0	0	0	0
<b>SUBTOTAL *****</b>	<b>3</b>	<b>8</b>	<b>26</b>	<b>11</b>	<b>0</b>	<b>11</b>	<b>38</b>
<b>TOTAL REVENUES *****</b>	<b>3,166</b>	<b>3,308</b>	<b>3,651</b>	<b>3,311</b>	<b>0</b>	<b>3,311</b>	<b>0</b>
DUES TRAVEL & TRAINING							
37200 SEMINARS/CONFERENCE/MEETING	1,705	775	800	1,200	0	1,200	54
37220 TRAVEL (AIRFARE, MILEAGE, ETC)	0	579	445	445	0	445	23-
37230 MEALS & LODGING-TRAINING	0	1,315	1,315	1,518	0	1,518	15
<b>SUBTOTAL *****</b>	<b>1,705</b>	<b>2,669</b>	<b>2,560</b>	<b>3,163</b>	<b>0</b>	<b>3,163</b>	<b>19</b>
<b>TOTAL EXPENDITURES *****</b>	<b>1,705</b>	<b>2,669</b>	<b>2,560</b>	<b>3,163</b>	<b>0</b>	<b>3,163</b>	<b>19</b>

## 2610 PA TAX COLLECTION

261 PA TAX COLLECTION FUND

ACCT DESCRIPTION	2015 ACTUAL	2016 BUDGET + REVISIONS	2016 ESTIMATED	2017 CORE REQUEST	2017 SUPPLEMENTAL REQUEST	2017 ADOPTED BUDGET	%CHG FROM PY BUD
<b>CHARGES FOR SERVICES</b>							
3560 COLLECTION FEES	59,976	50,000	46,500	58,000	0	58,000	16
<b>SUBTOTAL *****</b>	<b>59,976</b>	<b>50,000</b>	<b>46,500</b>	<b>58,000</b>	<b>0</b>	<b>58,000</b>	<b>16</b>
<b>INTEREST</b>							
3711 INT-OVERNIGHT	4	2	12	12	0	12	500
3712 INT-LONG TERM INVEST	126	50	200	200	0	200	300
3798 INC/DEC IN FV OF INVESTMENTS	-108	0	0	0	0	0	0
<b>SUBTOTAL *****</b>	<b>22</b>	<b>52</b>	<b>212</b>	<b>212</b>	<b>0</b>	<b>212</b>	<b>308</b>
<b>OTHER FINANCING SOURCES</b>							
3917 OTI: FROM SPECIAL REVENUE FUND	0	18,000	7,530	7,010	0	7,010	61-
<b>SUBTOTAL *****</b>	<b>0</b>	<b>18,000</b>	<b>7,530</b>	<b>7,010</b>	<b>0</b>	<b>7,010</b>	<b>61-</b>
<b>TOTAL REVENUES *****</b>	<b>59,998</b>	<b>68,052</b>	<b>54,242</b>	<b>65,222</b>	<b>0</b>	<b>65,222</b>	<b>4-</b>
<b>PERSONAL SERVICES</b>							
10100 SALARIES & WAGES	20,640	56,223	57,144	54,295	0	54,295	3-
10110 OVERTIME	30	100	250	250	0	250	150
10200 FICA	1,576	4,308	4,388	4,172	0	4,172	3-
10300 HEALTH INSURANCE	7,558	8,730	8,730	8,652	0	8,652	0
10325 DISABILITY INSURANCE	92	214	233	233	0	233	8
10350 LIFE INSURANCE	32	72	72	67	0	67	6-
10375 DENTAL INSURANCE	289	630	630	588	0	588	6-
10400 WORKERS COMP	127	79	-8	76	0	76	3-
10500 401(A) MATCH PLAN	0	780	0	728	0	728	6-
<b>SUBTOTAL *****</b>	<b>30,344</b>	<b>71,136</b>	<b>71,439</b>	<b>69,061</b>	<b>0</b>	<b>69,061</b>	<b>3-</b>
<b>MATERIALS &amp; SUPPLIES</b>							
22000 POSTAGE	1,289	1,780	750	1,000	0	1,000	43-
22500 SUBSCRIPTIONS/PUBLICATIONS	0	0	0	792	0	792	0
23000 OFFICE SUPPLIES	0	750	750	750	0	750	0
23001 PRINTING	75	75	71	75	0	75	0
23050 OTHER SUPPLIES	0	50	50	50	0	50	0
23850 MINOR EQUIP & TOOLS (<\$1000)	25	100	100	100	0	100	0
<b>SUBTOTAL *****</b>	<b>1,389</b>	<b>2,755</b>	<b>1,721</b>	<b>2,767</b>	<b>0</b>	<b>2,767</b>	<b>0</b>
<b>CONTRACTUAL SERVICES</b>							
71100 OUTSIDE SERVICES	69	100	0	100	0	100	0
<b>SUBTOTAL *****</b>	<b>69</b>	<b>100</b>	<b>0</b>	<b>100</b>	<b>0</b>	<b>100</b>	<b>0</b>
<b>OTHER</b>							
83922 OTO: TO SPECIAL REVENUE FUND	6,608	0	0	0	0	0	0
<b>SUBTOTAL *****</b>	<b>6,608</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL EXPENDITURES *****</b>	<b>38,410</b>	<b>73,991</b>	<b>73,160</b>	<b>71,928</b>	<b>0</b>	<b>71,928</b>	<b>3-</b>

# Prosecuting Attorney Operations

## 2620 PA CONTINGENCY

262 PA CONTINGENCY FUND

ACCT DESCRIPTION	2015 ACTUAL	2016 BUDGET + REVISIONS	2016 ESTIMATED	2017 CORE REQUEST	2017 SUPPLEMENTAL REQUEST	2017 ADOPTED BUDGET	%CHG FROM PY BUD
<b>CHARGES FOR SERVICES</b>							
3569 OTHER FEES	11,659	0	0	0	0	0	0
3574 P.A. FEES	0	20,000	20,000	9,000	0	9,000	55-
<b>SUBTOTAL *****</b>	<b>11,659</b>	<b>20,000</b>	<b>20,000</b>	<b>9,000</b>	<b>0</b>	<b>9,000</b>	<b>55-</b>
<b>TOTAL REVENUES *****</b>	<b>11,659</b>	<b>20,000</b>	<b>20,000</b>	<b>9,000</b>	<b>0</b>	<b>9,000</b>	<b>55-</b>
<b>CONTRACTUAL SERVICES</b>							
71105 LEGAL SERVICES	0	500	0	500	0	500	0
<b>SUBTOTAL *****</b>	<b>0</b>	<b>500</b>	<b>0</b>	<b>500</b>	<b>0</b>	<b>500</b>	<b>0</b>
<b>OTHER</b>							
84600 COURT COSTS	0	2,000	0	2,000	0	2,000	0
84700 WITNESS EXPENSES	15,089	7,500	4,000	7,500	0	7,500	0
84800 TRANSCRIPTS-CRIMINAL	4,911	9,500	5,000	9,500	0	9,500	0
85400 CRIMINAL INVESTIGATION	0	500	0	500	0	500	0
<b>SUBTOTAL *****</b>	<b>20,000</b>	<b>19,500</b>	<b>9,000</b>	<b>19,500</b>	<b>0</b>	<b>19,500</b>	<b>0</b>
<b>TOTAL EXPENDITURES *****</b>	<b>20,000</b>	<b>20,000</b>	<b>9,000</b>	<b>20,000</b>	<b>0</b>	<b>20,000</b>	<b>0</b>

## 2630 PA BAD CHECK COLLECTIONS

263 PA BAD CHECK FUND

ACCT DESCRIPTION	2015 ACTUAL	2016 BUDGET + REVISIONS	2016 ESTIMATED	2017 CORE REQUEST	2017 SUPPLEMENTAL REQUEST	2017 ADOPTED BUDGET	%CHG FROM PY BUD
<b>CHARGES FOR SERVICES</b>							
3560 COLLECTION FEES	16,377	0	0	0	0	0	0
<b>SUBTOTAL *****</b>	<b>16,377</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>MISCELLANEOUS</b>							
3892 DEPOSIT OVRAGE	18	0	0	0	0	0	0
<b>SUBTOTAL *****</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>OTHER FINANCING SOURCES</b>							
3917 OTI: FROM SPECIAL REVENUE FUND	6,608	0	0	0	0	0	0
<b>SUBTOTAL *****</b>	<b>6,608</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL REVENUES *****</b>	<b>23,003</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>PERSONAL SERVICES</b>							
10100 SALARIES & WAGES	38,348	0	0	0	0	0	0
10110 OVERTIME	31	0	0	0	0	0	0
10200 FICA	2,936	0	0	0	0	0	0
10300 HEALTH INSURANCE	6,005	0	0	0	0	0	0
10325 DISABILITY INSURANCE	121	0	0	0	0	0	0
10350 LIFE INSURANCE	46	0	0	0	0	0	0
10375 DENTAL INSURANCE	503	0	0	0	0	0	0
10400 WORKERS COMP	12	0	0	0	0	0	0
<b>SUBTOTAL *****</b>	<b>48,002</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>MATERIALS &amp; SUPPLIES</b>							
22000 POSTAGE	623	0	0	0	0	0	0
23000 OFFICE SUPPLIES	508	0	0	0	0	0	0
23001 PRINTING	430	0	0	0	0	0	0
23050 OTHER SUPPLIES	50	0	0	0	0	0	0
<b>SUBTOTAL *****</b>	<b>1,611</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>OTHER</b>							
83922 OTO: TO SPECIAL REVENUE FUND	5	0	0	0	0	0	0
<b>SUBTOTAL *****</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL EXPENDITURES *****</b>	<b>49,618</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

# Prosecuting Attorney Operations

## 2640 PA FORFEITURE MONEY

264 PA FORFEITURE FUND

ACCT DESCRIPTION	2015 ACTUAL	2016 BUDGET + REVISIONS	2016 ESTIMATED	2017 CORE REQUEST	2017 SUPPLEMENTAL REQUEST	2017 ADOPTED BUDGET	%CHG FROM PY BUD
<b>INTEREST</b>							
3711 INT-OVERNIGHT	2	2	3	3	0	3	50
3712 INT-LONG TERM INVEST	37	30	50	50	0	50	66
3798 INC/DEC IN FV OF INVESTMENTS	-16	0	0	0	0	0	0
SUBTOTAL *****	23	32	53	53	0	53	66
TOTAL REVENUES *****	23	32	53	53	0	53	66
<b>DUES TRAVEL &amp; TRAINING</b>							
37200 SEMINARS/CONFEREN/MEETING	0	575	0	575	0	575	0
37220 TRAVEL (AIRFARE, MILEAGE, ETC)	0	750	0	750	0	750	0
37230 MEALS & LODGING-TRAINING	0	750	0	750	0	750	0
SUBTOTAL *****	0	2,075	0	2,075	0	2,075	0
<b>CONTRACTUAL SERVICES</b>							
71100 OUTSIDE SERVICES	0	1,000	0	1,000	0	1,000	0
SUBTOTAL *****	0	1,000	0	1,000	0	1,000	0
TOTAL EXPENDITURES *****	0	3,075	0	3,075	0	3,075	0

## 2650 PA ADMIN HANDLING COST

265 PA ADMIN HANDLING COST FUND

ACCT DESCRIPTION	2015 ACTUAL	2016 BUDGET + REVISIONS	2016 ESTIMATED	2017 CORE REQUEST	2017 SUPPLEMENTAL REQUEST	2017 ADOPTED BUDGET	%CHG FROM PY BUD
<b>CHARGES FOR SERVICES</b>							
3501 ADMINISTRATIVE FEE	0	12,000	18,000	20,000	0	20,000	66
3560 COLLECTION FEES	11,343	0	75	0	0	0	0
SUBTOTAL *****	11,343	12,000	18,075	20,000	0	20,000	67
<b>INTEREST</b>							
3711 INT-OVERNIGHT	2	2	6	10	0	10	400
3712 INT-LONG TERM INVEST	62	25	120	95	0	95	280
3798 INC/DEC IN FV OF INVESTMENTS	-37	0	0	0	0	0	0
SUBTOTAL *****	27	27	126	105	0	105	289
<b>MISCELLANEOUS</b>							
3892 DEPOSIT OVERAGE	19	25	25	25	0	25	0
SUBTOTAL *****	19	25	25	25	0	25	0
TOTAL REVENUES *****	11,389	12,052	18,226	20,130	0	20,130	67
<b>MATERIALS &amp; SUPPLIES</b>							
22000 POSTAGE	0	1,700	600	750	0	750	55-
23000 OFFICE SUPPLIES	0	0	0	500	0	500	0
23001 PRINTING	0	0	0	142	0	142	0
23050 OTHER SUPPLIES	0	0	0	50	0	50	0
23850 MINOR EQUIP & TOOLS (<\$1000)	0	0	0	50	0	50	0
SUBTOTAL *****	0	1,700	600	1,492	0	1,492	12-
<b>OTHER</b>							
83917 OTO: TO GENERAL FUND	23,769	12,000	17,600	18,630	0	18,630	55
86896 DEPOSIT SHORTAGE	0	5	5	5	0	5	0
SUBTOTAL *****	23,769	12,005	17,605	18,635	0	18,635	55
TOTAL EXPENDITURES *****	23,769	13,705	18,205	20,127	0	20,127	47

# Prosecuting Attorney Operations

## 2651 BAD CHECK COLLECTIONS

265 PA ADMIN HANDLING COST FUND

ACCT DESCRIPTION	2015 ACTUAL	2016 BUDGET + REVISIONS	2016 ESTIMATED	2017 CORE REQUEST	2017 SUPPLEMENTAL REQUEST	2017 ADOPTED BUDGET	%CHG FROM FY BUD
<b>CHARGES FOR SERVICES</b>							
3560 COLLECTION FEES	0	18,000	8,500	8,500	0	8,500	52-
SUBTOTAL *****	0	18,000	8,500	8,500	0	8,500	53-
<b>MISCELLANEOUS</b>							
3892 DEPOSIT OVERAGE	0	15	15	15	0	15	0
SUBTOTAL *****	0	15	15	15	0	15	0
<b>OTHER FINANCING SOURCES</b>							
3917 OTI: FROM SPECIAL REVENUE FUND	5	0	0	0	0	0	0
SUBTOTAL *****	5	0	0	0	0	0	0
TOTAL REVENUES *****	5	18,015	8,515	8,515	0	8,515	53-
<b>MATERIALS &amp; SUPPLIES</b>							
22000 POSTAGE	0	550	750	500	0	500	9-
23000 OFFICE SUPPLIES	0	500	0	0	0	0	100-
23001 PRINTING	0	364	0	0	0	0	100-
23050 OTHER SUPPLIES	0	50	0	0	0	0	100-
23850 MINOR EQUIP & TOOLS (<\$1000)	0	50	0	0	0	0	100-
SUBTOTAL *****	0	1,514	750	500	0	500	67-
<b>OTHER</b>							
83922 OTO: TO SPECIAL REVENUE FUND	0	18,000	6,765	7,010	0	7,010	61-
86896 DEPOSIT SHORTAGE	0	5	0	5	0	5	0
SUBTOTAL *****	0	18,005	6,765	7,015	0	7,015	61-
TOTAL EXPENDITURES *****	0	19,519	7,515	7,515	0	7,515	61-

## 2903 PROSECUTING ATTRNY-LE SALES TX

290 LAW ENFORCEMENT SERVICES FUND

ACCT DESCRIPTION	2015 ACTUAL	2016 BUDGET + REVISIONS	2016 ESTIMATED	2017 CORE REQUEST	2017 SUPPLEMENTAL REQUEST	2017 ADOPTED BUDGET	%CHG FROM FY BUD
<b>PERSONAL SERVICES</b>							
10100 SALARIES & WAGES	261,170	270,443	270,443	265,155	0	265,155	1-
10110 OVERTIME	2,178	3,500	3,500	500	0	500	85-
10200 FICA	19,489	20,956	20,956	20,322	0	20,322	3-
10300 HEALTH INSURANCE	39,467	29,100	29,100	30,900	0	30,900	6
10325 DISABILITY INSURANCE	930	1,027	1,027	1,140	0	1,140	11
10330 CNTY PD DEPENDENT PREM-HEALTH	0	3,159	3,159	3,354	0	3,354	6
10331 CNTY PD DEPENDENT PREM-DENTAL	0	88	88	246	0	246	179
10350 LIFE INSURANCE	240	240	240	240	0	240	0
10375 DENTAL INSURANCE	2,500	2,100	2,100	2,100	0	2,100	0
10400 WORKERS COMP	539	383	383	371	0	371	3-
10500 401(A) MATCH PLAN	2,430	2,600	2,600	2,600	0	2,600	0
SUBTOTAL *****	328,943	333,596	333,596	326,928	0	326,928	2-
<b>MATERIALS &amp; SUPPLIES</b>							
22500 SUBSCRIPTIONS/PUBLICATIONS	0	0	0	1,584	0	1,584	0
23000 OFFICE SUPPLIES	667	1,360	1,360	1,360	0	1,360	0
SUBTOTAL *****	667	1,360	1,360	2,944	0	2,944	116
<b>DUES TRAVEL &amp; TRAINING</b>							
37000 DUES & PROF CERTIFCTN/LICENSE	1,170	1,520	1,210	1,390	0	1,390	8-
37200 SEMINARS/CONFERN/MEETING	600	620	1,025	800	0	800	29
37220 TRAVEL (AIRFARE, MILEAGE, ETC)	142	481	260	356	0	356	25-
37230 MEALS & LODGING-TRAINING	398	1,008	800	1,012	0	1,012	0
SUBTOTAL *****	2,310	3,629	3,295	3,558	0	3,558	2-
<b>UTILITIES</b>							
48000 TELEPHONES	1,952	1,980	1,925	1,980	0	1,980	0
SUBTOTAL *****	1,952	1,980	1,925	1,980	0	1,980	0

# Prosecuting Attorney Operations

71101	CONTRACTUAL SERVICES							
	PROFESSIONAL SERVICES	12	0	0	0	0	0	0
	SUBTOTAL *****	<u>12</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	TOTAL EXPENDITURES *****	333,884	340,565	340,176	335,410	0	335,410	2-

Decimal values have been truncated.



# Child Support Enforcement

## Department Number 1263

### Mission

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The Family Support Division of the Boone County Prosecutor's Office represents the State of Missouri in establishing paternity and support orders, establishing state debt orders, and in enforcing and modifying existing court orders. The Division pursues civil and criminal remedies for enforcement. Activities are carried out pursuant to a cooperative agreement with the State of Missouri and all costs are reimbursed according to the terms of this agreement. Boone County Family Support Division follows the mission of the Missouri Division of Child Support Enforcement: Establish, enforce and monitor the financial responsibility of parents for the support of their children. Core Values include: Respect, Participatory Leadership, Diversity, Honesty, Communicate Clearly with Staff and Public, Provide a Service to the Public, and Open Mindedness.

### Budget Highlights

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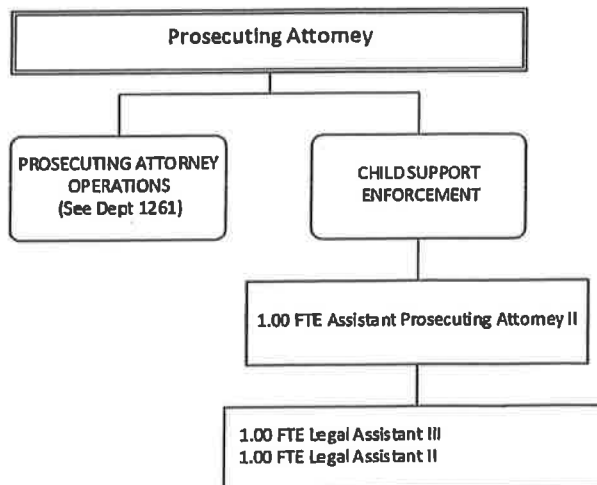
All of the costs (including depreciation on fixed assets) are eligible for state reimbursement. This normally results in 100% coverage of all operating costs as well as cost recovery of allowable indirect costs.

In January 2010, the state reduced funding to this program which required eliminating one full-time position and reducing another position to part-time. In fiscal year 2012, the state further reduced funding, resulting in an additional .50 FTE reduction. Effective January 2013, the state significantly reduced funding to this program again, which required eliminating four (4) full-time positions. These reductions remain in effect.

There are no significant changes to the budget.

### Organizational Chart

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# Child Support Enforcement

## Annual Budget

### 1263 IV-D

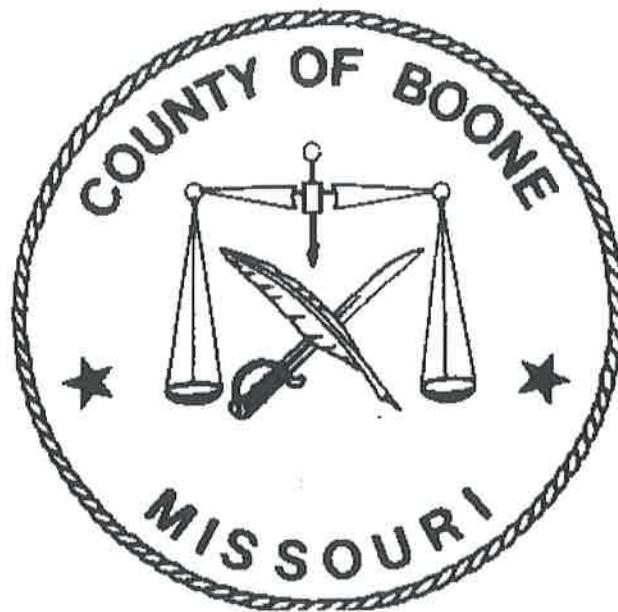
100 GENERAL FUND

ACCT	DESCRIPTION	2015 ACTUAL	2016 BUDGET + REVISIONS	2016 ESTIMATED	2017 CORE REQUEST	2017 SUPPLEMENTAL REQUEST	2017 ADOPTED BUDGET	%CHG FROM FY BUD
<b>INTERGOVERNMENTAL REVENUE</b>								
3465	FEDERAL REIMBURSE EXPENSES	215,023	226,000	226,000	226,000	0	226,000	0
	<b>SUBTOTAL *****</b>	<b>215,023</b>	<b>226,000</b>	<b>226,000</b>	<b>226,000</b>	<b>0</b>	<b>226,000</b>	<b>0</b>
	<b>TOTAL REVENUES *****</b>	<b>215,023</b>	<b>226,000</b>	<b>226,000</b>	<b>226,000</b>	<b>0</b>	<b>226,000</b>	<b>0</b>
<b>PERSONAL SERVICES</b>								
10100	SALARIES & WAGES	159,498	165,181	165,752	168,476	0	168,476	1
10110	OVERTIME	37	0	0	0	0	0	0
10200	FICA	10,628	12,636	11,845	12,888	0	12,888	1
10300	HEALTH INSURANCE	16,011	17,460	17,460	18,540	0	18,540	6
10325	DISABILITY INSURANCE	568	627	593	724	0	724	15
10330	CNTY PD DEPENDENT PREM-HEALTH	0	12,956	11,162	11,852	0	11,852	8-
10331	CNTY PD DEPENDENT PREM-DENTAL	0	565	406	405	0	405	28-
10350	LIFE INSURANCE	144	144	144	144	0	144	0
10375	DENTAL INSURANCE	1,500	1,260	1,260	1,260	0	1,260	0
10400	WORKERS COMP	326	231	233	235	0	235	1
10500	401 (A) MATCH PLAN	1,350	1,560	1,300	1,560	0	1,560	0
	<b>SUBTOTAL *****</b>	<b>190,062</b>	<b>212,620</b>	<b>210,155</b>	<b>216,084</b>	<b>0</b>	<b>216,084</b>	<b>2</b>
<b>MATERIALS &amp; SUPPLIES</b>								
22000	POSTAGE	366	391	391	391	0	391	0
22500	SUBSCRIPTIONS/PUBLICATIONS	1,988	1,639	1,639	1,900	0	1,900	15
23000	OFFICE SUPPLIES	486	752	750	1,314	0	1,314	74
23855	FURNITURE/FIXTURE <\$1000	250	0	0	0	0	0	0
	<b>SUBTOTAL *****</b>	<b>3,090</b>	<b>2,782</b>	<b>2,780</b>	<b>3,605</b>	<b>0</b>	<b>3,605</b>	<b>30</b>
<b>DUES TRAVEL &amp; TRAINING</b>								
37000	DUES & PROF CERTIFCTN/LICENSE	585	565	575	575	0	575	1
37200	SEMINARS/CONFEREN/MEETING	800	850	650	400	0	400	52-
37220	TRAVEL (AIRFARE, MILEAGE, ETC)	95	311	311	180	0	180	42-
37230	MEALS & LODGING-TRAINING	240	572	735	550	0	550	3-
	<b>SUBTOTAL *****</b>	<b>1,720</b>	<b>2,298</b>	<b>2,271</b>	<b>1,705</b>	<b>0</b>	<b>1,705</b>	<b>26-</b>
<b>UTILITIES</b>								
48000	TELEPHONES	2,231	2,384	2,300	2,304	0	2,304	3-
48002	DATA COMMUNICATIONS	370	440	240	280	0	280	36-
48100	NATURAL GAS	425	1,006	800	900	0	900	10-
48200	ELECTRICITY	1,298	1,681	1,681	1,500	0	1,500	10-
48300	WATER	86	101	95	95	0	95	5-
48400	SOLID WASTE	315	335	335	335	0	335	0
48500	STORM WATER UTILITY	21	20	20	20	0	20	0
48600	SEWER USE	166	168	168	168	0	168	0
	<b>SUBTOTAL *****</b>	<b>4,912</b>	<b>6,135</b>	<b>5,458</b>	<b>5,602</b>	<b>0</b>	<b>5,602</b>	<b>9-</b>
<b>EQUIP &amp; BLDG MAINTENANCE</b>								
60050	EQUIP SERVICE CONTRACT	726	592	592	621	0	621	4
60125	CUSTODIAL/JANITORIAL SERV	858	0	0	0	0	0	0
	<b>SUBTOTAL *****</b>	<b>1,584</b>	<b>592</b>	<b>592</b>	<b>621</b>	<b>0</b>	<b>621</b>	<b>5</b>
<b>CONTRACTUAL SERVICES</b>								
70050	SOFTWARE SERVICE CONTRACT	1,932	2,485	2,485	2,495	0	2,495	0
71000	INSURANCE AND BONDS	151	0	0	0	0	0	0
71100	OUTSIDE SERVICES	755	500	500	500	0	500	0
71500	BUILDING USE/RENT CHARGE	8,170	13,224	13,224	0	0	0	100-
	<b>SUBTOTAL *****</b>	<b>11,008</b>	<b>16,209</b>	<b>16,209</b>	<b>2,995</b>	<b>0</b>	<b>2,995</b>	<b>82-</b>
<b>OTHER</b>								
83815	FACILITIES INTERNAL SERVC CHR	0	0	0	13,487	0	13,487	0
	<b>SUBTOTAL *****</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>13,487</b>	<b>0</b>	<b>13,487</b>	<b>0</b>
	<b>TOTAL EXPENDITURES *****</b>	<b>212,376</b>	<b>240,636</b>	<b>237,465</b>	<b>244,099</b>	<b>0</b>	<b>244,099</b>	<b>1</b>

Decimal values have been truncated.

# 2018 BUDGET

## Boone County Missouri



**Daniel K. Atwill**  
Presiding Commissioner

**Fred J. Parry**  
District I Commissioner

**Janet M. Thompson**  
District II Commissioner

**June E. Pitchford, CPA**  
Boone County Auditor  
Budget Officer

# Prosecuting Attorney – Combined Budget Summary

## Description of Funding Sources

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The Boone County Prosecuting Attorney provides prosecution services on behalf of the State of Missouri. These services are primarily funded with appropriations from the General Fund and supplemented with additional revenues from a variety of special revenues funds. The funding sources include the following:

- General Fund
  - Prosecuting Attorney (1261)
  - Victim & Witness (1262)
  - Prosecuting Attorney Retirement (1264)
  - Child Support Enforcement (1263)
  
- PA Training Fund (2600)
- PA Tax Collection Fund (2610)
- PA Contingency Fund (2620)
- PA Forfeiture Fund (2640)
- PA Administrative Handling Cost Fund (2650)
- Bad Check Collections (2651)
- Law Enforcement Services Fund (2903)

The annual budgets from these various resources are combined and presented on the following pages as follows:

- Prosecuting Attorney- General Operations (1261, 1262, 1264, 2600, 2620, 2640, 2650, 2903, 2971)
- Child Support Enforcement (1263)
- PA Tax Collection (2610)
- PA Administrative Handling Cost Fund (2650)

The County Commission establishes and approves the appropriations for all budgets except for the PA Tax Collection Fund and the PA Administrative Handling Cost Fund; these budgets are established and approved by the Prosecuting Attorney.

# Prosecuting Attorney Summary

## Budget Summary

Fund	Dept	Department Name	2016	2017	2018	2018	2018	2018
			Actual	Estimated	Class 1 Personal Services	Classes 2-8 Other Services and Charges	Class 9 Capital Outlay	Total
<b>Prosecuting Attorney Operations</b>								
100	1261	Prosecuting Attorney	\$ 1,998,971	\$ 2,087,467	\$ 1,884,408	\$ 263,401	\$ 5,965	\$ 2,153,774
100	1262	Victim Witness	312,907	385,031	325,656	43,532	-	369,188
100	1264	PA Retirement	9,044	11,628	-	11,628	-	11,628
260	2600	PA Training	1,856	2,813	-	3,712	-	3,712
261	2610	PA Tax Collection	72,196	34,902	16,256	2,525	-	18,781
262	2620	PA Contingency	11,737	20,000	-	20,000	-	20,000
264	2640	PA Forfeiture Money	-	-	-	3,075	-	3,075
265	2650	PA Admin Handling Cost	13,734	12,566	-	12,497	-	12,497
265	2651	Bad Check Collections	8,671	7,755	-	7,020	-	7,020
290	2903	PA-Law Enf Sales Tax	328,430	336,965	347,745	8,478	-	356,223
		<b>Subtotal</b>	<u>2,757,546</u>	<u>2,899,127</u>	<u>2,574,065</u>	<u>375,868</u>	<u>5,965</u>	<u>2,955,898</u>
<b>Child Support Enforcement</b>								
100	1263	IV-D Child Support	235,970	243,123	215,756	27,518	5,059	248,333
		<b>Subtotal</b>	<u>235,970</u>	<u>243,123</u>	<u>215,756</u>	<u>27,518</u>	<u>5,059</u>	<u>248,333</u>
		<b>Total</b>	<u>\$ 2,993,516</u>	<u>\$ 3,142,250</u>	<u>\$ 2,789,821</u>	<u>\$ 403,386</u>	<u>\$ 11,024</u>	<u>\$ 3,204,231</u>

# Prosecuting Attorney Summary

## Personnel Summary

Position Title	2016	2017	Departmental Funding Source					2018 Total	Change
			Full-time Equivalent Positions						
			Dept. 1261	Dept. 1262	Dept. 1263	Dept. 2610	Dept. 2903		
<b>Prosecuting Attorney</b>									
<b>Operations:</b>									
Prosecuting Attorney (Elected)	1.00	1.00	1.00	-	-	-	-	1.00	-
First Assistant Prosecuting Attorney	1.00	1.00	1.00	-	-	-	-	1.00	-
Assistant Prosecuting Attorney I/II	11.00	11.00	10.00 <sup>b</sup>	-	-	-	2.00	12.00	1.00
Chief Investigator	1.00	1.00	1.00	-	-	-	-	1.00	-
Investigator	3.00	3.00	1.00	-	-	-	2.00	3.00	-
Office Administrator	1.00	1.00	1.00	-	-	-	-	1.00	-
Witness Location Investigator	1.00	1.00	1.00	-	-	-	-	1.00	-
Legal Assistant I	8.00	8.00	7.00	-	-	-	1.00	8.00	-
Legal Assistant III	1.00	1.00	1.00	-	-	-	-	1.00	-
Crime Victim Specialist	3.00	3.00	-	3.00	-	-	-	3.00	-
Victim Assistant	1.00	1.00	-	-	-	-	-	-	(1.00)
Administrative Tech III	-	-	-	1.00	-	-	-	1.00	1.00
Witness Coordinator	1.00	1.00	-	1.00	-	-	-	1.00	-
Case Specialist	0.48	0.48	-	0.48	-	-	-	0.48	-
Bad Check /Tax Administrator	1.00	- <sup>a</sup>	-	-	-	-	-	-	-
Account Specialist I/II	2.00	2.00	1.60	-	-	0.40	-	2.00	-
Temporary File Clerk Pool	1.00	1.00	1.00	-	-	-	-	1.00	-
Subtotal	37.48	36.48	26.60	5.48	-	0.40	5.00	37.48	1.00
<b>Child Support Enforcement:</b>									
Assistant Prosecuting Attorney I/II	1.00	1.00	-	-	1.00	-	-	1.00	-
Legal Assistant III	1.00	1.00	-	-	1.00	-	-	1.00	-
Legal Assistant II	1.00	1.00	-	-	1.00	-	-	1.00	-
Subtotal	3.00	3.00	-	-	3.00	-	-	3.00	-
<b>Total FTEs</b>	<b>40.48</b>	<b>39.48</b>	<b>26.60</b>	<b>5.48</b>	<b>3.00</b>	<b>0.40</b>	<b>5.00</b>	<b>40.48</b>	<b>1.00</b>
Overtime	\$ 35,600	\$ 12,750	\$ 10,000	\$ 2,300	\$ -	\$ -	\$ 3,500	\$ 15,800	\$ 3,050

<sup>a</sup> 1 FTE Bad Check/Tax Administrator was removed from PA Tax Collection (department number 2610) in April of FY 2017.

<sup>b</sup> 1 FTE Assistant Prosecuting Attorney I/II was added in Prosecuting Attorney (department number 1261) in FY 2018.

# **Prosecuting Attorney Operations**

**Department Numbers 1261, 1262, 1264, 2600, 2610, 2620, 2640, 2650, 2651, 2903**

## **Mission**

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The Prosecuting Attorney is an elected official who represents the State of Missouri in all criminal matters arising within Boone County. In addition, the Prosecuting Attorney's Office also provides a Victim Response Team; tax collections on behalf of the State of Missouri; and Non-Sufficient Funds (NSF) check collection and restitution collection on behalf of county residents and businesses.

The Prosecuting Attorney provides child support enforcement services within the County pursuant to a cooperative agreement with the State of Missouri; the cost for these services are fully reimbursed by the State of Missouri and is accounted for within a separate budget immediately following this section.

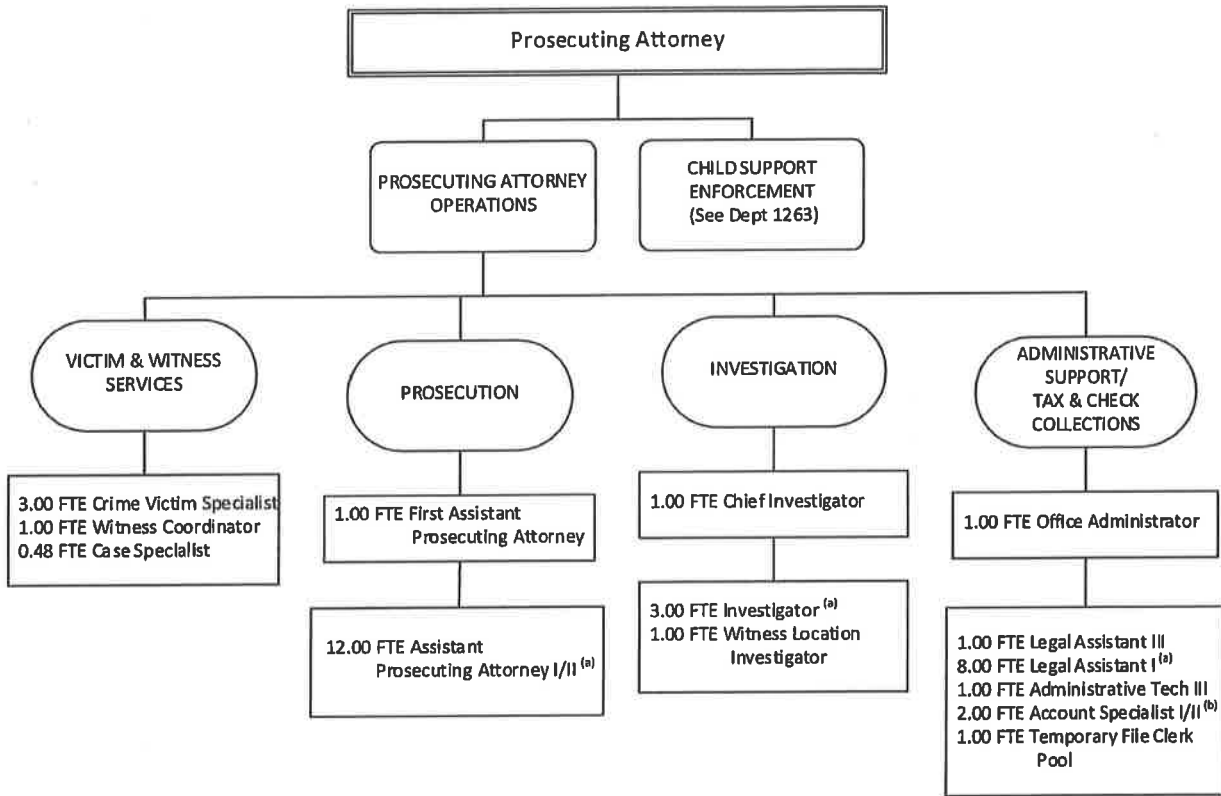
## **Budget Highlights**

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The budget includes funding for an additional Assistant Prosecuting Attorney position. There are no other significant changes to the budget.

# Prosecuting Attorney Operations

## Organizational Chart



Funded by Sources other than the General Fund:

(a) Prosecuting Attorney Law Enforcement Sales Tax (Dept 2903)  
 2.00 FTE Investigator  
 1.00 FTE Legal Assistant I  
 2.00 FTE Assistant Prosecuting Attorney I/II

(b) Prosecuting Attorney Tax Collection (Dept 2610)  
 0.40 FTE Account Specialist I



# Prosecuting Attorney Operations

## Performance Measures

	2016 Actual	2017 Estimated	2018 Projected
Number of Felonies Filed	1,399	1,775	1,800
Number of Misdemeanors Filed	5,674	5,100	5,100
Total Number of Cases Filed	6,848	6,875	6,900

## Annual Budget

### 1261 PROSECUTING ATTORNEY

100 GENERAL FUND

ACCT DESCRIPTION	2016 ACTUAL	2017 BUDGET + REVISIONS	2017 ESTIMATED	2018 CORE REQUEST	2018 SUPPLEMENTAL REQUEST	2018 ADOPTED BUDGET	%CHG FROM FY BUD
<b>INTERGOVERNMENTAL REVENUE</b>							
3411 FEDERAL GRANT REIMBURSE	71,958	76,848	66,063	113,358	0	113,358	47
3451 STATE REIMB-GRANT/PROGRAM/OTHR	225	0	0	0	0	0	0
SUBTOTAL *****	72,183	76,848	66,063	113,358	0	113,358	48
<b>CHARGES FOR SERVICES</b>							
3528 REIMB PERSONNEL/PROJECTS	30,910	0	0	0	0	0	0
3560 COLLECTION FEES	34,500	58,000	37,500	37,500	0	37,500	35-
3574 P.A. FEES	81,575	100,000	78,000	78,000	0	78,000	22-
SUBTOTAL *****	146,985	158,000	115,500	115,500	0	115,500	27-
<b>MISCELLANEOUS</b>							
3835 SALE OF CAPITAL FIXED ASSET	0	0	4,550	0	0	0	0
SUBTOTAL *****	0	0	4,550	0	0	0	0
<b>OTHER FINANCING SOURCES</b>							
3917 OTI: FROM SPECIAL REVENUE FUND	13,209	18,630	11,135	11,150	0	11,150	40-
SUBTOTAL *****	13,209	18,630	11,135	11,150	0	11,150	40-
<b>TOTAL REVENUES *****</b>	<b>232,377</b>	<b>253,478</b>	<b>197,248</b>	<b>240,008</b>	<b>0</b>	<b>240,008</b>	<b>5-</b>
<b>PERSONAL SERVICES</b>							
10100 SALARIES & WAGES	1,434,209	1,483,907	1,497,545	1,464,595	87,444	1,553,416	4
10110 OVERTIME	32,877	10,000	10,000	10,000	0	10,000	0
10120 HOLIDAY WORKED	923	750	250	250	0	250	66-
10125 FAMILY HOLIDAY WORKED PREMIUM	71	100	100	100	0	100	0
10200 FICA	107,302	114,349	111,842	112,833	6,690	119,576	4
10300 HEALTH INSURANCE	141,057	152,028	139,039	133,368	6,180	139,548	8-
10310 COUNTY HSA CONTRIBUTION	0	0	7,575	8,400	0	8,400	0
10325 DISABILITY INSURANCE	5,051	6,272	6,220	6,297	377	6,677	6
10330 CNTY PD DEPENDENT PREM-HEALTH	20,990	26,483	23,959	17,618	0	17,618	33-
10331 CNTY PD DEPENDENT PREM-DENTAL	1,320	1,425	1,759	1,325	0	1,325	7-
10350 LIFE INSURANCE	1,168	1,180	1,084	1,180	48	1,228	4
10375 DENTAL INSURANCE	10,160	10,332	10,327	9,912	420	10,332	0
10400 WORKERS COMP	605	2,058	2,300	2,359	136	2,496	21
10500 401(A) MATCH PLAN	11,460	12,792	11,810	12,792	650	13,442	5
SUBTOTAL *****	1,767,193	1,821,676	1,823,810	1,781,029	101,945	1,884,408	3
<b>MATERIALS &amp; SUPPLIES</b>							
22500 SUBSCRIPTIONS/PUBLICATIONS	18,333	19,526	22,685	21,904	0	21,904	12
23000 OFFICE SUPPLIES	15,439	18,128	18,128	18,500	0	18,500	2
23001 PRINTING	265	575	575	825	0	825	43
23050 OTHER SUPPLIES	168	250	250	250	0	250	0
23200 AMMUNITION	20	275	0	275	0	275	0
23300 UNIFORMS	0	100	84	100	0	100	0
23850 MINOR EQUIP & TOOLS (<\$1000)	455	845	954	845	150	995	17
23855 FURNITURE/FIXTURE <\$1000	1,225	500	500	1,500	1,778	3,278	555
SUBTOTAL *****	35,905	40,199	43,176	44,199	1,928	46,127	15

# Prosecuting Attorney Operations

<b>DUES TRAVEL &amp; TRAINING</b>								
37000	DUES & PROF CERTIFCTN/LICENSE	6,301	7,977	7,096	8,107	410	8,517	6
37200	SEMINARS/CONFERENCE/MEETINGS	3,637	5,309	4,732	3,800	400	4,200	20-
37220	TRAVEL (AIRFARE, MILEAGE, ETC)	1,556	2,725	1,702	1,245	82	1,327	51-
37230	MEALS & LODGING-TRAINING	4,710	6,511	5,491	5,060	158	5,218	19-
SUBTOTAL *****		16,204	22,522	19,021	18,212	1,050	19,262	14-
<b>UTILITIES</b>								
48000	TELEPHONES	10,040	10,500	10,500	10,500	540	11,040	5
48050	CELLULAR/MOBILE DEVICE SERVICE	609	612	666	960	0	960	56
48100	NATURAL GAS	160	204	204	204	0	204	0
48200	ELECTRICITY	735	564	770	768	0	768	36
48300	WATER	43	48	48	48	0	48	0
48400	SOLID WASTE	159	156	150	156	0	156	0
48500	STORM WATER UTILITY	4	12	12	12	0	12	0
48600	SEWER USE	79	84	77	84	0	84	0
SUBTOTAL *****		11,829	12,180	12,427	12,732	540	13,272	9
<b>VEHICLE EXPENSE</b>								
59000	MOTORFUEL/GASOLINE	2,866	2,500	2,200	2,160	0	2,160	13-
59010	FUEL SURCHARGE - REIMB TO R&B	184	192	120	132	0	132	31-
59025	VEHICLE TITLE/LICENSE/PLATES	0	0	0	58	0	58	0
59030	MOTOR VEHICLE LICENSING EXP	0	112	163	0	0	0	100-
59100	VEHICLE REPAIRS/MAINTENANCE	495	1,000	1,000	1,000	0	1,000	0
59105	TIRES	426	500	300	300	0	300	40-
59110	MECHANICS CHARGE - REIMB R&B	527	500	900	800	0	800	60
59200	LOCAL MILEAGE	434	100	100	500	0	500	400
SUBTOTAL *****		4,932	4,904	4,783	4,950	0	4,950	1
<b>EQUIP &amp; BLDG MAINTENANCE</b>								
60050	EQUIP SERVICE CONTRACT	5,770	5,364	5,000	4,960	0	4,960	7-
60200	EQUIP REPAIRS/MAINTENANCE	270	225	90	225	0	225	0
SUBTOTAL *****		6,040	5,589	5,090	5,185	0	5,185	7-
<b>CONTRACTUAL SERVICES</b>								
71100	OUTSIDE SERVICES	0	1,400	1,400	1,500	0	1,500	7
71500	BUILDING USE/RENT CHARGE	156,810	0	0	0	0	0	0
71600	EQUIP LEASES & METER CHRG	59	60	60	60	0	60	0
SUBTOTAL *****		156,869	1,460	1,460	1,560	0	1,560	7
<b>OTHER</b>								
83815	FACILITIES INTERNAL SERVC CHRG	0	142,571	142,571	173,045	0	173,045	21
SUBTOTAL *****		0	142,571	142,571	173,045	0	173,045	21
<b>FIXED ASSET ADDITIONS</b>								
91100	FURNITURE AND FIXTURES	0	0	0	0	5,965	5,965	0
92000	REPLCMNT OFFICE EQUIP	0	15,951	15,951	0	0	0	100-
92400	REPLCMNT AUTO/TRUCKS	0	19,178	19,178	0	0	0	100-
SUBTOTAL *****		0	35,129	35,129	0	5,965	5,965	83-
<b>TOTAL EXPENDITURES *****</b>		<b>1,998,972</b>	<b>2,086,230</b>	<b>2,087,467</b>	<b>2,040,912</b>	<b>111,428</b>	<b>2,153,774</b>	<b>3</b>

## 1262 VICTIM WITNESS

100 GENERAL FUND

ACCT	DESCRIPTION	2016 ACTUAL	2017 BUDGET + REVISIONS	2017 ESTIMATED	2018 CORE REQUEST	2018 SUPPLEMENTAL REQUEST	2018 ADOPTED BUDGET	%CHG FROM PY BUD
<b>INTERGOVERNMENTAL REVENUE</b>								
3411	FEDERAL GRANT REIMBURSE	113,931	172,570	166,828	165,444	0	165,444	4-
SUBTOTAL *****		113,931	172,570	166,828	165,444	0	165,444	4-
<b>CHARGES FOR SERVICES</b>								
3510	COPIES	301	250	250	250	0	250	0
SUBTOTAL *****		301	250	250	250	0	250	0
<b>TOTAL REVENUES *****</b>		<b>114,232</b>	<b>172,820</b>	<b>167,078</b>	<b>165,694</b>	<b>0</b>	<b>165,694</b>	<b>4-</b>

# Prosecuting Attorney Operations

PERSONAL SERVICES								
10100	SALARIES & WAGES	223,588	251,935	255,371	256,936	0	256,936	1
10110	OVERTIME	1,402	2,000	2,300	2,300	0	2,300	15
10120	HOLIDAY WORKED	223	250	228	250	0	250	0
10200	FICA	15,610	19,445	18,454	19,850	0	19,850	2
10300	HEALTH INSURANCE	25,815	30,900	27,300	27,300	0	27,300	11-
10310	COUNTY HSA CONTRIBUTION	0	0	3,600	4,800	0	4,800	0
10325	DISABILITY INSURANCE	665	963	960	982	0	982	1
10330	CNTY PD DEPENDENT PREM-HEALTH	9,788	11,184	6,008	7,368	0	7,368	34-
10331	CNTY PD DEPENDENT PREM-DENTAL	446	493	494	515	0	515	4
10350	LIFE INSURANCE	204	240	240	240	0	240	0
10375	DENTAL INSURANCE	1,863	2,100	2,100	2,100	0	2,100	0
10400	WORKERS COMP	244	355	423	415	0	415	16
10500	401(A) MATCH PLAN	2,250	3,250	2,600	2,600	0	2,600	20-
SUBTOTAL *****		282,098	323,115	320,078	325,656	0	325,656	1
MATERIALS & SUPPLIES								
22500	SUBSCRIPTIONS/PUBLICATIONS	134	148	148	148	0	148	0
23000	OFFICE SUPPLIES	2,140	2,550	2,550	2,550	0	2,550	0
23001	PRINTING	142	317	315	392	0	392	23
23050	OTHER SUPPLIES	0	250	250	250	0	250	0
23850	MINOR EQUIP & TOOLS (<\$1000)	727	750	750	750	0	750	0
23855	FURNITURE/FIXTURE <\$1000	0	515	515	0	0	0	100-
SUBTOTAL *****		3,143	4,530	4,528	4,090	0	4,090	10-
DUES TRAVEL & TRAINING								
37000	DUES & PROF CERTIFCTN/LICENSE	510	606	484	709	0	709	17
37200	SEMINARS/CONFERENCE/MEETINGS	775	4,271	4,037	5,113	0	5,113	19
37220	TRAVEL (AIRFARE, MILEAGE, ETC)	145	3,232	1,200	3,050	0	3,050	5-
37230	MEALS & LODGING-TRAINING	391	6,289	3,071	10,015	0	10,015	59
SUBTOTAL *****		1,821	14,398	8,792	18,887	0	18,887	31
UTILITIES								
48000	TELEPHONES	1,743	2,100	1,700	1,740	0	1,740	17-
SUBTOTAL *****		1,743	2,100	1,700	1,740	0	1,740	17-
EQUIP & BLDG MAINTENANCE								
60100	BLDG REPAIRS/MAINTENANCE	0	1,524	1,521	0	0	0	100-
SUBTOTAL *****		0	1,524	1,521	0	0	0	100-
CONTRACTUAL SERVICES								
71000	INSURANCE AND BONDS	0	0	0	165	0	165	0
SUBTOTAL *****		0	0	0	165	0	165	0
OTHER								
84010	RECEPTION/MEETINGS	0	5,100	4,874	150	0	150	97-
84600	COURT COSTS	0	3,500	3,126	3,500	0	3,500	0
84700	WITNESS EXPENSES	8,129	9,500	9,500	9,500	0	9,500	0
84800	TRANSCRIPTS-CRIMINAL	6,387	5,500	6,106	5,500	0	5,500	0
SUBTOTAL *****		14,516	23,600	23,606	18,650	0	18,650	21-
FIXED ASSET ADDITIONS								
91301	COMPUTER HARDWARE	3,838	2,671	2,671	0	0	0	100-
91302	COMPUTER SOFTWARE	384	1,850	1,850	0	0	0	100-
92100	REPLCMENT FURN & FIXTURES	5,365	20,312	20,285	0	0	0	100-
SUBTOTAL *****		9,587	24,833	24,806	0	0	0	100-
TOTAL EXPENDITURES *****		312,908	394,100	385,031	369,188	0	369,188	6-

## 1264 PA RETIREMENT

100 GENERAL FUND

ACCT DESCRIPTION	2016 ACTUAL	2017 BUDGET + REVISIONS	2017 ESTIMATED	2018 CORE REQUEST	2018 SUPPLEMENTAL REQUEST	2018 ADOPTED BUDGET	CHG
							FROM PY BUD
OTHER							
86790 MO PROSECUTOR'S RETIREMEN	9,044	10,336	11,628	11,628	0	11,628	12
SUBTOTAL *****	9,044	10,336	11,628	11,628	0	11,628	12
TOTAL EXPENDITURES *****	9,044	10,336	11,628	11,628	0	11,628	12

# Prosecuting Attorney Operations

## 2600 PA TRAINING

260 PA TRAINING FUND

ACCT DESCRIPTION	2016 ACTUAL	2017 BUDGET + REVISIONS	2017 ESTIMATED	2018 CORE REQUEST	2018 SUPPLEMENTAL REQUEST	2018 ADOPTED BUDGET	%CHG FROM PY BUD
<b>CHARGES FOR SERVICES</b>							
3540 DEFENDANT CRT COSTS&RECOUPMENT	3,166	3,300	3,100	3,165	0	3,165	4-
SUBTOTAL *****	3,166	3,300	3,100	3,165	0	3,165	4-
<b>INTEREST</b>							
3711 INT-OVERNIGHT	2	1	2	1	0	1	0
3712 INT-LONG TERM INVEST	34	10	40	40	0	40	300
3798 INC/DEC IN FV OF INVESTMENTS	-15	0	0	0	0	0	0
SUBTOTAL *****	21	11	42	41	0	41	273
<b>TOTAL REVENUES *****</b>	<b>3,187</b>	<b>3,311</b>	<b>3,142</b>	<b>3,206</b>	<b>0</b>	<b>3,206</b>	<b>3-</b>
<b>DUES TRAVEL &amp; TRAINING</b>							
37200 SEMINARS/CONFERENCE/MEETINGS	800	1,200	850	1,400	0	1,400	16
37220 TRAVEL (AIRFARE, MILEAGE, ETC)	87	445	445	616	0	616	38
37230 MEALS & LODGING-TRAINING	969	1,518	1,518	1,696	0	1,696	11
SUBTOTAL *****	1,856	3,163	2,813	3,712	0	3,712	17
<b>TOTAL EXPENDITURES *****</b>	<b>1,856</b>	<b>3,163</b>	<b>2,813</b>	<b>3,712</b>	<b>0</b>	<b>3,712</b>	<b>17</b>

## 2610 PA TAX COLLECTION

261 PA TAX COLLECTION FUND

ACCT DESCRIPTION	2016 ACTUAL	2017 BUDGET + REVISIONS	2017 ESTIMATED	2018 CORE REQUEST	2018 SUPPLEMENTAL REQUEST	2018 ADOPTED BUDGET	%CHG FROM PY BUD
<b>CHARGES FOR SERVICES</b>							
3560 COLLECTION FEES	34,500	58,000	37,500	37,500	0	37,500	35-
SUBTOTAL *****	34,500	58,000	37,500	37,500	0	37,500	35-
<b>INTEREST</b>							
3711 INT-OVERNIGHT	6	12	0	0	0	0	100-
3712 INT-LONG TERM INVEST	114	200	0	0	0	0	100-
3798 INC/DEC IN FV OF INVESTMENTS	36	0	0	0	0	0	0
SUBTOTAL *****	156	212	0	0	0	0	100-
<b>OTHER FINANCING SOURCES</b>							
3917 OTI: FROM SPECIAL REVENUE FUND	7,917	7,010	7,750	6,415	0	6,415	8-
SUBTOTAL *****	7,917	7,010	7,750	6,415	0	6,415	8-
<b>TOTAL REVENUES *****</b>	<b>42,573</b>	<b>65,222</b>	<b>45,250</b>	<b>43,915</b>	<b>0</b>	<b>43,915</b>	<b>33-</b>
<b>PERSONAL SERVICES</b>							
10100 SALARIES & WAGES	57,140	54,295	25,976	12,371	0	12,371	77-
10110 OVERTIME	143	250	250	0	0	0	100-
10200 FICA	4,377	4,172	1,986	946	0	946	77-
10300 HEALTH INSURANCE	8,730	8,652	4,232	2,472	0	2,472	71-
10310 COUNTY HSA CONTRIBUTION	0	0	300	0	0	0	0
10325 DISABILITY INSURANCE	203	233	190	53	0	53	77-
10350 LIFE INSURANCE	72	67	36	19	0	19	71-
10375 DENTAL INSURANCE	630	588	308	168	0	168	71-
10400 WORKERS COMP	-8	76	84	19	0	19	75-
10500 401(A) MATCH PLAN	0	728	0	208	0	208	71-
SUBTOTAL *****	71,287	69,061	33,362	16,256	0	16,256	76-
<b>MATERIALS &amp; SUPPLIES</b>							
22000 POSTAGE	909	1,000	1,215	1,500	0	1,500	50
22500 SUBSCRIPTIONS/PUBLICATIONS	0	792	0	0	0	0	100-
23000 OFFICE SUPPLIES	0	750	250	750	0	750	0
23001 PRINTING	0	75	75	75	0	75	0
23050 OTHER SUPPLIES	0	50	0	50	0	50	0
23850 MINOR EQUIP & TOOLS (<\$1000)	0	100	0	50	0	50	50-
SUBTOTAL *****	909	2,767	1,540	2,425	0	2,425	12-
<b>CONTRACTUAL SERVICES</b>							
71100 OUTSIDE SERVICES	0	100	0	100	0	100	0
SUBTOTAL *****	0	100	0	100	0	100	0
<b>TOTAL EXPENDITURES *****</b>	<b>72,196</b>	<b>71,928</b>	<b>34,902</b>	<b>18,781</b>	<b>0</b>	<b>18,781</b>	<b>74-</b>

# Prosecuting Attorney Operations

## 2620 PA CONTINGENCY

262 PA CONTINGENCY FUND

ACCT DESCRIPTION	2016 ACTUAL	2017 BUDGET + REVISIONS	2017 ESTIMATED	2018 CORE REQUEST	2018 SUPPLEMENTAL REQUEST	2018 ADOPTED BUDGET	%CHG FROM PY BUD
<b>CHARGES FOR SERVICES</b>							
3574 P.A. FEES	20,000	9,000	11,738	20,000	0	20,000	122
SUBTOTAL *****	20,000	9,000	11,738	20,000	0	20,000	122
<b>TOTAL REVENUES *****</b>	<b>20,000</b>	<b>9,000</b>	<b>11,738</b>	<b>20,000</b>	<b>0</b>	<b>20,000</b>	<b>122</b>
<b>CONTRACTUAL SERVICES</b>							
71105 LEGAL SERVICES	0	500	500	500	0	500	0
SUBTOTAL *****	0	500	500	500	0	500	0
<b>OTHER</b>							
84600 COURT COSTS	0	2,000	2,000	2,000	0	2,000	0
84700 WITNESS EXPENSES	4,284	7,500	7,500	7,500	0	7,500	0
84800 TRANSCRIPTS-CRIMINAL	7,453	9,500	9,500	9,500	0	9,500	0
85400 CRIMINAL INVESTIGATION	0	500	500	500	0	500	0
SUBTOTAL *****	11,737	19,500	19,500	19,500	0	19,500	0
<b>TOTAL EXPENDITURES *****</b>	<b>11,737</b>	<b>20,000</b>	<b>20,000</b>	<b>20,000</b>	<b>0</b>	<b>20,000</b>	<b>0</b>

## 2640 PA FORFEITURE MONEY

264 PA FORFEITURE FUND

ACCT DESCRIPTION	2016 ACTUAL	2017 BUDGET + REVISIONS	2017 ESTIMATED	2018 CORE REQUEST	2018 SUPPLEMENTAL REQUEST	2018 ADOPTED BUDGET	%CHG FROM PY BUD
<b>INTEREST</b>							
3711 INT-OVERNIGHT	3	3	1	2	0	2	33-
3712 INT-LONG TERM INVEST	59	50	50	50	0	50	0
3798 INC/DEC IN FV OF INVESTMENTS	-24	0	0	0	0	0	0
SUBTOTAL *****	38	53	51	52	0	52	2-
<b>TOTAL REVENUES *****</b>	<b>38</b>	<b>53</b>	<b>51</b>	<b>52</b>	<b>0</b>	<b>52</b>	<b>2-</b>
<b>DUES TRAVEL &amp; TRAINING</b>							
37200 SEMINARS/CONFERENCE/MEETINGS	0	575	0	575	0	575	0
37220 TRAVEL (AIRFARE, MILEAGE, ETC)	0	750	0	750	0	750	0
37230 MEALS & LODGING-TRAINING	0	750	0	750	0	750	0
SUBTOTAL *****	0	2,075	0	2,075	0	2,075	0
<b>CONTRACTUAL SERVICES</b>							
71100 OUTSIDE SERVICES	0	1,000	0	1,000	0	1,000	0
SUBTOTAL *****	0	1,000	0	1,000	0	1,000	0
<b>TOTAL EXPENDITURES *****</b>	<b>0</b>	<b>3,075</b>	<b>0</b>	<b>3,075</b>	<b>0</b>	<b>3,075</b>	<b>0</b>

## 2650 PA ADMIN HANDLING COST

265 PA ADMIN HANDLING COST FUND

ACCT DESCRIPTION	2016 ACTUAL	2017 BUDGET + REVISIONS	2017 ESTIMATED	2018 CORE REQUEST	2018 SUPPLEMENTAL REQUEST	2018 ADOPTED BUDGET	%CHG FROM PY BUD
<b>CHARGES FOR SERVICES</b>							
3501 ADMINISTRATIVE FEE	14,325	20,000	12,500	12,500	0	12,500	37-
3560 COLLECTION FEES	75	0	0	0	0	0	0
SUBTOTAL *****	14,400	20,000	12,500	12,500	0	12,500	38-
<b>INTEREST</b>							
3711 INT-OVERNIGHT	8	10	3	3	0	3	70-
3712 INT-LONG TERM INVEST	173	95	61	61	0	61	35-
3798 INC/DEC IN FV OF INVESTMENTS	-111	0	0	0	0	0	0
SUBTOTAL *****	70	105	64	64	0	64	39-
<b>MISCELLANEOUS</b>							
3892 DEPOSIT OVERAGE	22	25	10	25	0	25	0
SUBTOTAL *****	22	25	10	25	0	25	0
<b>TOTAL REVENUES *****</b>	<b>14,492</b>	<b>20,130</b>	<b>12,574</b>	<b>12,589</b>	<b>0</b>	<b>12,589</b>	<b>37-</b>

# Prosecuting Attorney Operations

MATERIALS & SUPPLIES								
22000	POSTAGE	526	750	600	600	0	600	20-
23000	OFFICE SUPPLIES	0	500	500	500	0	500	0
23001	PRINTING	0	142	231	142	0	142	0
23050	OTHER SUPPLIES	0	50	50	50	0	50	0
23850	MINOR EQUIP & TOOLS (<\$1000)	0	50	50	50	0	50	0
SUBTOTAL *****		526	1,492	1,431	1,342	0	1,342	10-
OTHER								
83917	OTO: TO GENERAL FUND	13,209	18,630	11,135	11,150	0	11,150	40-
86896	DEPOSIT SHORTAGE	0	5	0	5	0	5	0
SUBTOTAL *****		13,209	18,635	11,135	11,155	0	11,155	40-
TOTAL EXPENDITURES *****		13,735	20,127	12,566	12,497	0	12,497	38-

## 2651 BAD CHECK COLLECTIONS

265 PA ADMIN HANDLING COST FUND

ACCT	DESCRIPTION	2016 ACTUAL	2017 BUDGET + REVISIONS	2017 ESTIMATED	2018 CORE REQUEST	2018 SUPPLEMENTAL REQUEST	2018 ADOPTED BUDGET	%CHG FROM PY BUD
CHARGES FOR SERVICES								
3560	COLLECTION FEES	7,917	8,500	7,750	7,000	0	7,000	17-
SUBTOTAL *****		7,917	8,500	7,750	7,000	0	7,000	18-
MISCELLANEOUS								
3892	DEPOSIT OVRAGE	11	15	9	15	0	15	0
SUBTOTAL *****		11	15	9	15	0	15	0
TOTAL REVENUES *****		7,928	8,515	7,759	7,015	0	7,015	18-
MATERIALS & SUPPLIES								
22000	POSTAGE	754	500	600	600	0	600	20
SUBTOTAL *****		754	500	600	600	0	600	20
OTHER								
83922	OTO: TO SPECIAL REVENUE FUND	7,917	7,010	7,155	6,415	0	6,415	8-
86896	DEPOSIT SHORTAGE	0	5	0	5	0	5	0
SUBTOTAL *****		7,917	7,015	7,155	6,420	0	6,420	8-
TOTAL EXPENDITURES *****		8,671	7,515	7,755	7,020	0	7,020	7-

## 2903 PROSECUTING ATTRNY-LE SALES TX

290 LAW ENFORCEMENT SERVICES FUND

ACCT	DESCRIPTION	2016 ACTUAL	2017 BUDGET + REVISIONS	2017 ESTIMATED	2018 CORE REQUEST	2018 SUPPLEMENTAL REQUEST	2018 ADOPTED BUDGET	%CHG FROM PY BUD
PERSONAL SERVICES								
10100	SALARIES & WAGES	262,484	265,155	265,011	279,708	0	279,708	5
10110	OVERTIME	1,246	500	3,500	3,500	0	3,500	600
10120	HOLIDAY WORKED	0	0	100	100	0	100	0
10200	FICA	19,456	20,322	19,943	21,673	0	21,673	6
10300	HEALTH INSURANCE	29,350	30,900	28,200	28,200	0	28,200	8-
10310	COUNTY HSA CONTRIBUTION	0	0	2,700	3,600	0	3,600	0
10325	DISABILITY INSURANCE	938	1,140	1,136	1,202	0	1,202	5
10330	CNTY PD DEPENDENT PREM-HEALTH	4,064	3,354	3,143	3,854	0	3,854	14
10331	CNTY PD DEPENDENT PREM-DENTAL	141	246	247	515	0	515	109
10350	LIFE INSURANCE	240	240	240	240	0	240	0
10375	DENTAL INSURANCE	2,118	2,100	2,100	2,100	0	2,100	0
10400	WORKERS COMP	387	371	406	453	0	453	22
10500	401 (A) MATCH PLAN	2,340	2,600	2,340	2,600	0	2,600	0
SUBTOTAL *****		322,764	326,928	329,066	347,745	0	347,745	6
MATERIALS & SUPPLIES								
22500	SUBSCRIPTIONS/PUBLICATIONS	0	1,584	1,584	1,584	0	1,584	0
23000	OFFICE SUPPLIES	0	1,360	1,360	1,360	0	1,360	0
23855	FURNITURE/FIXTURE <\$1000	594	0	0	0	0	0	0
SUBTOTAL *****		594	2,944	2,944	2,944	0	2,944	0

# Prosecuting Attorney Operations

<b>DUES TRAVEL &amp; TRAINING</b>							
37000 DUES & PROF CERTIFCTN/LICENSE	1,210	1,390	1,240	1,390	0	1,390	0
37200 SEMINARS/CONFERENCE/MEETINGS	1,025	800	800	800	0	800	0
37220 TRAVEL (AIRFARE, MILEAGE, ETC)	175	356	180	352	0	352	1-
37230 MEALS & LODGING-TRAINING	773	1,012	785	1,012	0	1,012	0
<b>SUBTOTAL *****</b>	<b>3,183</b>	<b>3,558</b>	<b>3,005</b>	<b>3,554</b>	<b>0</b>	<b>3,554</b>	<b>0</b>
<b>UTILITIES</b>							
48000 TELEPHONES	1,888	1,980	1,950	1,980	0	1,980	0
<b>SUBTOTAL *****</b>	<b>1,888</b>	<b>1,980</b>	<b>1,950</b>	<b>1,980</b>	<b>0</b>	<b>1,980</b>	<b>0</b>
<b>TOTAL EXPENDITURES *****</b>	<b>328,429</b>	<b>335,410</b>	<b>336,965</b>	<b>356,223</b>	<b>0</b>	<b>356,223</b>	<b>6</b>

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# Child Support Enforcement

## Department Number 1263

### Mission

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The Family Support Division of the Boone County Prosecutor's Office represents the State of Missouri in establishing paternity and support orders, establishing state debt orders, and in enforcing and modifying existing court orders. The Division pursues civil and criminal remedies for enforcement. Activities are carried out pursuant to a cooperative agreement with the State of Missouri and all costs are reimbursed according to the terms of this agreement. Boone County Family Support Division follows the mission of the Missouri Division of Child Support Enforcement: Establish, enforce and monitor the financial responsibility of parents for the support of their children. Core Values include: Respect, Participatory Leadership, Diversity, Honesty, Communicate Clearly with Staff and Public, Provide a Service to the Public, and Open Mindedness.

### Budget Highlights

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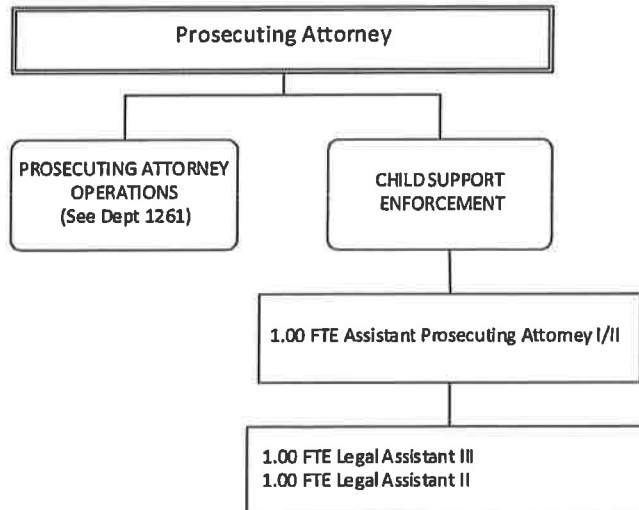
All of the costs (including depreciation on fixed assets) are eligible for state reimbursement. This normally results in 100% coverage of all operating costs as well as cost recovery of allowable indirect costs.

In January 2010, the state reduced funding to this program which required eliminating one full-time position and reducing another position to part-time. In fiscal year 2012, the state further reduced funding, resulting in an additional .50 FTE reduction. Effective January 2013, the state significantly reduced funding to this program again, which required eliminating four (4) full-time positions. These reductions remain in effect.

The budget includes funding for the replacement of a copier.

### Organizational Chart

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# Child Support Enforcement

## Annual Budget

### 1263 IV-D

100 GENERAL FUND

ACCT DESCRIPTION	2016 ACTUAL	2017 BUDGET + REVISIONS	2017 ESTIMATED	2018 CORE REQUEST	2018 SUPPLEMENTAL REQUEST	2018 ADOPTED BUDGET	%CHG FROM FY BUD
<b>INTERGOVERNMENTAL REVENUE</b>							
3465 FEDERAL REIMBURSE EXPENSES	243,000	226,000	226,000	226,000	0	226,000	0
SUBTOTAL *****	243,000	226,000	226,000	226,000	0	226,000	0
<b>TOTAL REVENUES *****</b>	<b>243,000</b>	<b>226,000</b>	<b>226,000</b>	<b>226,000</b>	<b>0</b>	<b>226,000</b>	<b>0</b>
<b>PERSONAL SERVICES</b>							
10100 SALARIES & WAGES	165,750	168,476	168,439	171,807	0	171,807	1
10200 FICA	11,399	12,888	11,863	13,143	0	13,143	1
10300 HEALTH INSURANCE	17,460	18,540	18,540	18,540	0	18,540	0
10325 DISABILITY INSURANCE	592	724	722	738	0	738	1
10330 CNTY PD DEPENDENT PREM-HEALTH	11,162	11,852	11,853	7,738	0	7,738	34-
10331 CNTY PD DEPENDENT PREM-DENTAL	406	405	565	552	0	552	36
10350 LIFE INSURANCE	144	144	144	144	0	144	0
10375 DENTAL INSURANCE	1,260	1,260	1,260	1,260	0	1,260	0
10400 WORKERS COMP	233	235	263	274	0	274	16
10500 401(A) MATCH PLAN	1,300	1,560	1,300	1,560	0	1,560	0
SUBTOTAL *****	209,706	216,084	214,949	215,756	0	215,756	0
<b>MATERIALS &amp; SUPPLIES</b>							
22000 POSTAGE	417	391	487	391	0	391	0
22500 SUBSCRIPTIONS/PUBLICATIONS	1,873	1,900	1,900	1,900	0	1,900	0
23000 OFFICE SUPPLIES	560	888	888	1,314	0	1,314	47
SUBTOTAL *****	2,850	3,179	3,275	3,605	0	3,605	13
<b>DUES TRAVEL &amp; TRAINING</b>							
37000 DUES & PROF CERTIFCTN/LICENSE	575	605	605	575	0	575	4-
37200 SEMINARS/CONFERENCE/MEETINGS	650	700	700	400	0	400	42-
37220 TRAVEL (AIRFARE, MILEAGE, ETC)	270	276	251	180	0	180	34-
37230 MEALS & LODGING-TRAINING	734	550	550	550	0	550	0
SUBTOTAL *****	2,229	2,131	2,106	1,705	0	1,705	20-
<b>UTILITIES</b>							
48000 TELEPHONES	2,222	2,304	2,304	2,304	0	2,304	0
48002 DATA COMMUNICATIONS	240	280	280	280	0	280	0
48100 NATURAL GAS	365	900	900	900	0	900	0
48200 ELECTRICITY	1,674	1,500	1,500	1,500	0	1,500	0
48300 WATER	98	95	95	95	0	95	0
48400 SOLID WASTE	363	335	335	335	0	335	0
48500 STORM WATER UTILITY	8	20	0	20	0	20	0
48600 SEWER USE	180	168	168	168	0	168	0
SUBTOTAL *****	5,150	5,602	5,582	5,602	0	5,602	0
<b>EQUIP &amp; BLDG MAINTENANCE</b>							
60050 EQUIP SERVICE CONTRACT	505	621	621	730	0	730	17
SUBTOTAL *****	505	621	621	730	0	730	18
<b>CONTRACTUAL SERVICES</b>							
70050 SOFTWARE SERVICE CONTRACT	2,058	2,495	2,495	2,070	0	2,070	17-
71100 OUTSIDE SERVICES	250	500	608	945	0	945	89
71500 BUILDING USE/RENT CHARGE	13,224	0	0	0	0	0	0
SUBTOTAL *****	15,532	2,995	3,103	3,015	0	3,015	1
<b>OTHER</b>							
83815 FACILITIES INTERNAL SERVC CHRG	0	13,487	13,487	12,861	0	12,861	4-
SUBTOTAL *****	0	13,487	13,487	12,861	0	12,861	5-
<b>FIXED ASSET ADDITIONS</b>							
92000 REPLCMENT OFFICE EQUIP	0	0	0	0	5,059	5,059	0
SUBTOTAL *****	0	0	0	0	5,059	5,059	0
<b>TOTAL EXPENDITURES *****</b>	<b>235,972</b>	<b>244,099</b>	<b>243,123</b>	<b>243,274</b>	<b>5,059</b>	<b>248,333</b>	<b>2</b>

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# **THE DOVE UNIT**

## **PROCEDURAL PROTOCOLS**

Developed and Implemented August 2003

Reviewed and Updated April 2019

### **COLUMBIA POLICE DEPARTMENT & BOONE COUNTY SHERIFF'S DEPARTMENT**

#### **A. PROTOCOL FOR DETECTIVE RESPONSE INVESTIGATING CRIMES OF DOMESTIC VIOLENCE**

1. Investigators or their supervisors are responsible for collating initial domestic violence reports with the following guidelines:
  - a. Reporting officers will submit all preliminary reports by the end of their shift.
  - b. Columbia Police Department investigators or supervisors will receive all domestic violence-related incidents within two business days of the preliminary report being approved and archived in the Records Management System (RMS).
  - c. Investigators or supervisors will review all other domestic violence-related incidents where no known criminal offense occurred (e.g. insufficient evidence to determine a primary physical aggressor) within four business days of the preliminary report being approved and archived in the RMS.
  - d. The investigator's supervisor will assign the case in the RMS, or the investigators will assign it to themselves.
  - e. When the investigator receives the case, part of the initial follow-up will be to check the RMS for prior domestic violence-related incidents to document any history of abuse.
  - f. When the investigator receives a report of domestic violence, the report will be made available to the victim advocate.
2. After reviewing the preliminary report, the investigator will attempt to contact the victim, if feasible, within two business days of receiving the report.
  - a. When the investigator contacts the victim, the investigator will attempt to obtain as much information from them about the incident as they can, and ask whether any abuse has occurred since the police were last in contact with them.
  - b. The investigator will obtain information on reported or previously unreported incidents of abuse, and the victim's attempts to leave the abusive relationship.
  - c. The investigator will ask about injuries sustained during the incident, as well as the progression of injuries or healing since the reported incident.
3. Cases of significant lethality may require an investigator's more immediate response.
  - a. The investigator will assist the initial responding officer in the investigation of the incident; apprehension of the suspect; interview of the victim; provide information for obtaining an order of protection; and address considerations for conditions of release (e.g. a bond increase) with the prosecutor's office if appropriate.
  - b. The investigator will facilitate communication between the victim and a True North victim advocate, with due care to respecting the victim's discretion in working with a member of an extrajudicial advocacy team.

4. For investigations of criminal offenses, the investigator will attempt individualized contact with victims (e.g. phone, e-mail, and/or in-person).
  - a. If injuries were reported during the incident, the investigator will attempt to make in-person contact to photograph the victim.
  - b. The investigator will attempt to explain the Missouri Adult Abuse Act, and describe the accountability of pressing charges lying with the State of Missouri and not the victim.
5. Contact with the victim may include phone, e-mail, written, or in-person notification.
6. In-person contact may be indicated when (including but not necessarily limited to):
  - a. It would be prudent to capture follow-up photos of visible injuries;
  - b. It is necessary to obtain a signed medical release form;
  - c. If there are multiple or pending case(s) with the same victim;
  - d. When requested by a member of the DOVE Multi-Disciplinary Team (MDT) unit; or
  - e. When an investigator has been unable to successfully make contact with a victim by other means.
7. The investigator will perform follow-up investigations which include interviewing the victim, suspect, or witness.
8. The investigator may be responsible for performing additional investigation at the request of the designated assistant prosecuting attorney.
9. DOVE investigators may be responsible for collecting evidence for the case, including but not necessarily limited to the following:
  - a. Follow-up photographs (of a victim, suspect, crime scene, etc.);
  - b. Copies of 911 call audio recordings;
  - c. Copies of jail audio/video recordings (either phone calls or in-person visits);
  - d. Medical record release forms;
  - e. Written or signed statements or other documentary evidence (e.g. a copy of an order of protection; an endorsed or signed copy of a photo lineup image; a victim's written statement or account of events);
  - f. Forensic extraction/download reports from a cell phone or other computer device; or
  - g. Any other pertinent, detectable physical evidence.
10. Upon completion of a follow-up investigation, the investigator will complete and submit a written report of that part of the investigation. The investigator will make available to their supervisor a copy of that report (e.g. digitally submitted for review), which will then be forwarded by the department's Information Center personnel to be available to the Prosecuting Attorney's Office within three business days.
  - a. In after-hours investigations involving high degrees of lethality, the investigator or designee will, as appropriate, contact the on-call assistant prosecuting attorney to obtain a higher bond.
11. The investigator may attend ex-parte order of protection hearings on an as-needed basis, or as requested by the victim or member of the DOVE Unit.
  - a. A purpose of this attendance would be to contact a victim who would otherwise be difficult to contact, and/or to provide support or security for the victim.

12. The investigator is expected to facilitate, conduct, and/or participate in domestic violence-related training sessions. These sessions should regularly include the consultation with or attendance by law enforcement, victim advocates, and members of the prosecuting attorney's office.
  - a. Participation from all DOVE Unit members is vital to the success of the training of local law enforcement and advocacy teams. This participation exemplifies a coordinated, collaborative approach to combating domestic violence response in our community.
13. The investigator will be expected to contribute to community awareness presentations or participate in panel discussions.
  - a. These are important for the overall success of the DOVE Unit team, and all members are expected to provide support for these events.
14. The investigator must be able to work as part of a team in a coordinated, holistic response to combating domestic violence.
  - a. Investigators will work to continually build partnerships with other agencies in the fight against domestic violence. Other agencies can include police agencies, Probation and Parole, Children's Division, Juvenile Office, Division of Health and Senior Services, and others.
  - b. These relationships are dynamic and ever-changing; as newly relevant methodologies become apparent, the importance of close working relationships with these agencies becomes more critical.
15. The investigator is required to keep statistical data on incidents of domestic violence, both to track historical information but also to gauge trends and use those data to predict future programs for combating domestic violence.
  - a. Each criminal case assigned to a DOVE investigator will be entered into an agency-specific database. These databases were developed to track various pieces of information pertaining to the domestic violence caseload handled by the investigators.
  - b. Data collected include but are not necessarily limited to the following:
    - i. Case number
    - ii. Incident date
    - iii. Assigned detective
    - iv. "Primary victimization" (This is a single-value rating that corresponds to the most serious category of criminal offense reported, alleged, or investigated. Options include Physical Crime, Non-Physical Crime, Sexual Assault, Stalking, Other, None Given, Violation of Order of Protection, Property Damage, Harassment, and Burglary.)
    - v. "Secondary victimization" (This is a multiple-value rating that corresponds to any and all categories of criminal offense reported, alleged, or investigated. Options include Physical Crime, Non-Physical Crime, Sexual Assault, Stalking, Other, None Given, Violation of Order of Protection, Property Damage, Harassment, and Burglary.)
    - vi. Whether bond conditions were violated
    - vii. Drugs/Alcohol involved
    - viii. Relationship between offender and victim
    - ix. Status of cohabitation (current, prior, never, unknown)
    - x. Strangulation reported, alleged, or suspected
    - xi. Whether the victim has been a victim of domestic violence before

- xii. Whether the victim has been a victim of domestic violence with the same offender as in the current incident
- xiii. Whether the offender has been a suspect of domestic violence before
- xiv. Whether weapons were reportedly involved
- xv. Whether the investigator has taken follow-up photographs
- xvi. The degree of injuries reported, alleged, suspected, or seen (none, minor, moderate, serious, fatal)
- xvii. Whether there were children present at the time of the incident
- xviii. Whether the original investigating officer took photographs
- xix. Whether the suspect was arrested
- xx. Whether the officer or investigator applied for an arrest warrant
- xxi. If the victim obtained an ex-parte or full order of protection
- xxii. If the investigator requested or obtained a copy of the 911 audio recording for evidence
- xxiii. The geographic location of the incident
- xxiv. Whether the original investigator officer was able to determine or identify a primary physical aggressor
- xxv. When the DOVE assistant obtains or completes a survey response
- xxvi. If the offender and victim are in a same-sex intimate relationship
- xxvii. The sex, age range, and race of the victim
- xxviii. The sex and race of the offender
- xxix. Whether there were any special needs identified
- xxx. The type(s) of contact made to the victim by the investigator (letter, e-mail, phone, in-person)

16. Investigators of the Columbia Police Department's Special Victims Unit will address child abuse incidents regardless of whether they are related to domestic violence.

17. In some circumstances, investigators will address child abuse incidents related to domestic violence by referring those cases to a Crimes against Children investigator (also under the umbrella of the Special Victims Unit). Members of the Special Victims Unit will support each other in the investigation of all violence including:

- a. Rape
- b. Other sexual assaults
- c. Stalking
- d. Domestic violence
- e. Property damage

18. Columbia Police Department DOVE investigators will maintain and provide records of their time working on domestic violence-related investigations. These records will be approved by their supervisor and provided to the Department of Public Safety. These records will be categorized by type of work performed and accounted for by each quarter-hour period.

## **TRUE NORTH OF COLUMBIA — FOR VICTIMS OF DOMESTIC AND SEXUAL VIOLENCE**

### **B. DOVE VICTIM ADVOCATE PROTOCOLS**

1. The DOVE Victim Advocate will have access to contact DOVE investigators to discuss past, pending, or current incidents as it relates to victim welfare and safety planning.

2. The DOVE Victim Advocate may attempt to contact the victim by letter, e-mail, phone, or in-person contact. The DOVE Advocate may choose to make these contacts in the company of a DOVE investigator, and may include meeting somewhere other than the victim's residence.
3. Home visits are performed at the request of the victim, a member of the DOVE Multi-Disciplinary Team, or when there is another concern or reason to do so.
4. The DOVE Victim Advocate will provide victims with information regarding shelter services, safety planning, community resources, and other information regarding civil orders of protection or other basic court information.
5. The DOVE Victim Advocate will meet with victims to provide "DV101" education sessions when amenable to the victim.
6. The DOVE Victim Advocate will be permitted to assist with case review sessions on an as-needed basis, as it relates to coordinating advocacy with other community agency members and resources. In the event of a valid release of disclosure of private information, the DOVE Victim Advocate may meet with members of law enforcement and the prosecuting attorney's office to share information about the incident. The purpose of this information-sharing is to ensure victim safety and offender accountability.
7. The DOVE Victim Advocate will refer to victims to, and work with, the victim advocate at the prosecuting attorney's office—particularly in assisting with crime victims compensation applications and researching the status of a pending criminal case against the offender.
8. The DOVE Victim Advocate may attend full order of protection hearings at the request of the victim, or will assist in arranging court advocacy.
9. The DOVE Victim Advocate may attend the DOVE Unit quarterly meetings, and can arrange a replacement or proxy if unable to attend.
10. The DOVE Victim Advocate will provide other DOVE Unit members with relevant domestic violence information (e.g. new techniques, methods, or legal developments) and assist in facilitating domestic violence-related educational presentations involving shelter volunteers and staff, law enforcement personnel, and other community stakeholders.
11. The DOVE Victim Advocate will maintain ongoing communication with other DOVE Unit members to facilitate a coordinated, multi-disciplinary approach.
12. The DOVE Victim Advocate will attempt to prioritize cases based on a systematic and consistent protocol, such as: the assessment of potential lethality; repeated law enforcement response to incidents involving the same victim; weapons involved or available; the degree of injuries sustained; any threats to kill or commit suicide, etc.
13. The DOVE Victim Advocate will work with the Multi-Disciplinary Team in providing appropriate, constructive feedback on the criminal justice system's personnel and actions (when either commendation or criticism is warranted).

**C. FIRST RESPONDER VICTIM ADVOCATE (FRA) — TRUE NORTH (if position is filled)**

1. Procedure for Call Out

- a. When a police officer has information that the incident to which they are responding involves Intimate Partner Violence (IPV) they are to contact (a) the First Responder Victim Advocate (FRA) directly or (b) contact the Columbia Police Department front desk to have a call made to the FRA.
2. The FRA will be provided with the following information by an officer or front desk:
  - a. The location of the incident
  - b. Whether the FRA should "stage" (stand by in the area) or respond directly to the scene
    - i. If the FRA is "staging," an officer at the scene or the front desk will contact the FRA when it is safe to enter the scene
  - c. The nature and circumstances of the call, the names of the people involved, and the type of offense(s) alleged or suspected
  - d. Information, if available, about special needs or requirements for the FRA response, such as bringing car seats, transportation for the victim, Limited English Proficiency documents, etc.
  - e. Any other consideration for how the FRA's discretionary response would benefit or hinder the ongoing police investigation
3. The FRA will offer services at the scene under the following conditions:
  - a. The FRA will begin the interaction with the victim at the discretion of the officer at the scene
  - b. The FRA will only remain at the scene if an officer is present for security
  - c. The FRA will not hinder or otherwise obstruct officers' investigations for the purpose of offering victim services
  - d. The FRA will offer victim services at True North (or another designated location) if it is not feasible to speak with a victim at the scene
4. Crisis Intervention duties of the First Responder Victim Advocate (FRA)
  - a. Perform Safety Assessment with victim
  - b. Determine if victim meets requirements to stay at the True North shelter
  - c. Explain ex-parte and full orders of protection and the process to apply for them
  - d. Exchange contact information with victim for coordination of services with the DOVE Advocate Coordinator or designee

## **BOONE COUNTY PROSECUTING ATTORNEY'S OFFICE**

### **D. DOVE Prosecuting Attorney's Office Protocols**

1. Review investigative reports as soon after receipt as possible;
2. If additional information is needed before a filing decision can be made, request the appropriate officer or detective to conduct follow-up investigation;
3. Ensure open communication with investigative members of the DOVE Unit regarding the nature and circumstances of the follow-up investigation request
4. Make contact with the victim through the prosecuting attorney's office victim advocate, investigator, or personally as part of the input and evaluation of a filing decision;
5. Make filing decisions in a timely manner to avoid compromising victim safety;

6. Filing decisions will be based in part on whether there is sufficient evidence to support probable cause, with due consideration for the likelihood of a conviction and the victim's input on pursuing prosecution. A victim's unwillingness or inability to effectively assist in prosecution is not a sole defining reason for not filing charges in a criminal case;
7. In cases where there are considerations of flight risk, victim danger, or danger to the community, request bond amounts higher than scheduled bond amounts to enhance victim safety;
8. After filing charges, arrange contact with the victim when practicable to develop rapport, assess ongoing safety concerns, address any concerns with the prosecution of the case, and assist the victim in understanding potential judicial outcomes;
9. Ensure that discovery and consistent, appropriate recommendations are promptly sent to defense counsel;
10. Move cases to final disposition as expeditiously as possible in balance with ensuring effective prosecution and due diligence for offender accountability;
11. Attend DOVE Multi-Disciplinary Team (MDT) meetings and be prepared to discuss pending and current cases, explain rationale for decisions (filing, conditions, sentencing), and express ideas on continual improvement of the team effort and work product;
12. Assist in providing training to law enforcement, other agencies, and community stakeholders involving in protecting and serving victims of domestic violence;
13. Stay current on legal updates and inform other members of the DOVE Unit on new legislative developments; and
14. Attend training and maintain a progressive approach, involving assessment of new methods, philosophies, and practices, to effectively prosecute domestic violence-related offenses.


#### **E. DOVE VICTIM ADVOCATE PROTOCOLS**

1. The designated Prosecuting Attorney's Office victim advocate will attempt to do the following when practicable:
2. Review law enforcement reports or case files, and within five business days attempt to contact victims.
3. During phone contact the victim advocate will assess the victim's:
  - a. Safety;
  - b. Severity of injury/trauma (medical release, crime victim compensation fund);
  - c. Level of support (family, community, DOVE Unit contacts);
  - d. Degree of knowledge about the criminal justice system and proceedings; and
  - e. Need for immediate in-person contact.
4. Document all relevant contacts in the case file and follow-up with the designated assistant prosecuting attorney or DOVE Unit member (if necessary), and inform the victim of potential plea options.



5. Meet with the victim in-person to provide education and preparation about the criminal justice system, emotional support, court accompaniment, and referral to other community support agencies.
6. Respond within a reasonable time frame to any other victim request.
7. Upon case disposition, send a closing letter and victim services survey.
8. Attend DOVE MDT meetings and assist in preparation for case reviews.

*These protocols have been reviewed and approved by the DOVE Unit agency supervisors.*



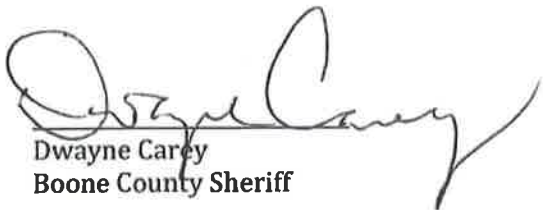
Daniel K. Knight  
Boone County Prosecuting Attorney



Geoffrey Jones  
Interim Chief of Police, Columbia Police Department



Christy Blakemore  
Boone County Circuit Clerk



Dwayne Carey  
Boone County Sheriff



Elizabeth Herrera Eichenberger  
Executive Director, True North of Columbia



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**Acknowledgement of Notice of Statutory Requirement to Comply with the  
Confidentiality and Privacy Provisions of the Violence Against Women Act, as  
Amended**

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Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

**(A) In general**

In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

**(B) Nondisclosure**

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

- (i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or
- (ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

**(C) Release**

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

**(D) Information sharing**

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

**(E) Statutorily mandated reports of abuse or neglect**

Nothing in this section prohibits a grantee or subgrantee from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by the State or tribe involved.

**(F) Oversight**

Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.

**(G) Confidentiality assessment and assurances**

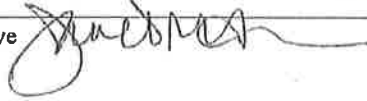
Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice of that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Justice will rely if it determines to award the covered transaction, grant, or cooperative agreement.

JANET M. THOMPSON

ACTING  
Presiding Commissioner

Typed Name of Authorized Representative



Title

(573) 886-4307

Telephone Number

Daniel K. Knight

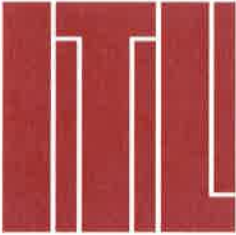
10-17-17

Signature of Authorized Representative

Date Signed

Boone County Prosecuting Attorney

Agency Name



INSIDE THE LINES  
 100 E TEXAS AVE  
 COLUMBIA, MO 65202  
 PH: 573.234.0778  
 FX: 573.234.0777

**PROPOSAL  
 18532**

DATE 10/28/19  
 PROJECT#: 101-124

**PROPOSE TO:**

Boone County Prosecutor  
 Attn: Bonnie Adkins  
 705 East Walnut  
 Columbia, MO 65201

**INSTALLATION ADDRESS:**

Boone County Prosecutor  
 Attn: Bonnie Adkins  
 705 East Walnut  
 Columbia, MO 65201  
 573-886-4112

CONTACT		REPRESENTATIVE	DESIGNER	TERMS	
		Brad Eiken		NET 30	
#	QTY	MODEL	DESCRIPTION	SELL	EXTENDED
Pricing Based on NJPA Contract 031715-KII					
1	1		L-Shaped KI 700 Series Desk	3,200.00	3,200.00
2	2		Mesh Back Task Chair	500.00	1,000.00

**Pricing valid for 30 days.  
 A 50% deposit of all project costs is due upon order approval.  
 The remaining balance will be due 15 (fifteen) days after scheduled install date.**

**Pricing quoted does not include storage beyond scheduled install date, storage fees may apply.  
 Lead times are approximate and refer to shipping dates.  
 INSIDE THE LINES is not liable for any delays during shipping.**

PRODUCT 4,200.00

Approval Date: \_\_\_\_\_

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

Install Date: \_\_\_\_\_

Completion Date: \_\_\_\_\_

TOTAL 4,200.00

Daniel K. Knight  
Prosecuting Attorney

## Victim Services Survey

### Victim Services Survey

#### Advocate

Enter the name of the advocate you worked with:

The advocate helped me understand my role in the criminal justice process.

- Yes  No

The advocate worked with me via (please select all that apply):

- Letter  
 Phone Conversation  
 Personal Contact  
 Email

The advocate helped me understand my rights as a victim.

- Yes  No

The advocate assisted me with a safety plan.

- Yes  No  N/A

I chose not to receive advocate services because (answer only if applicable):

Limit of 1000 characters:

#### Prosecutor

Enter the name of the prosecutor assigned to your case:

The prosecutor helped me understand my role in the criminal justice process.

Yes  No

The prosecutor worked with me via (please select all that apply):

- Letter
- Phone Conversation
- Personal Contact
- Email

### Additional Information

The prosecutor's office provided me with information about available community resources. (Please include verbal information provided over the phone or in person.)

Yes  No

The prosecutor's office provided me with information about the criminal justice system process and my individual case. (Please include verbal information provided over the phone or in person.)

Yes  No

Please add comments or suggestions to help us improve our services to victims of crime. Your feedback is very important!

Limit of 1000 characters:

Age:  Race:

Gender:

Male  Female

Case Number (Optional):

Please type the letters and numbers shown below into the "Enter Code" input box before submitting the contact form. The code is not case sensitive.



\* Enter Code:

**Boone County Prosecuting Attorney**

Victim Services

Boone County Court House

705 E. Walnut St.

Columbia, MO 65201-4485

[VictimServices@boonecountymo.org](mailto:VictimServices@boonecountymo.org)

**Office** (573) 886-4100

**Fax** (573) 886-4148

Contact Us



# Encuesta de servicios a las víctimas



## Encuesta de servicios a las víctimas

### Abogado

Ingrese el nombre del defensor con el que trabajó:

El defensor me ayudó a comprender mi papel en el proceso de justicia penal.

- si  No

El defensor trabajó conmigo a través de (seleccione todas las opciones que correspondan):

- Letra  
 Conversación telefónica  
 Contacto personal  
 Email

El defensor me ayudó a comprender mis derechos como víctima.

- si  No

El abogado me ayudó con un plan de seguridad.

- si  No  N/A

Elegí no recibir servicios de defensa porque (responda solo si corresponde):

Límite de 1000 caracteres:

### Fiscal

Ingrese el nombre del fiscal asignado a su caso:

El fiscal me ayudó a comprender mi papel en el proceso de justicia penal.

- si  No

El fiscal trabajó conmigo a través de (seleccione todas las opciones que correspondan):

- Letra  
 Conversación telefónica  
 Contacto personal  
 Email

## Información Adicional

La oficina del fiscal me proporcionó información sobre los recursos comunitarios disponibles.  
(Incluya información verbal proporcionada por teléfono o en persona).

si  No

La oficina del fiscal me proporcionó información sobre el proceso del sistema de justicia penal y mi caso individual.

(Incluya información verbal proporcionada por teléfono o en persona).

si  No

Agregue comentarios o sugerencias para ayudarnos a mejorar nuestros servicios a las víctimas de delitos.

¡Tus comentarios son muy importantes!

Límite de 1000 caracteres:

Años:  Carrera:

Género:

Masculino  Hembra

Número de caso (opcional):

Escriba las letras y números que se muestran a continuación en el cuadro de entrada "Ingresar código" antes de enviar el formulario de contacto. El código no distingue entre mayúsculas y minúsculas.

S89BJ



\* Ingrese el código:

Enviar



**DANIEL K. KNIGHT, Prosecutor**  
Office of the Boone County Prosecuting Attorney  
705 E. Walnut Street – Courthouse  
Columbia, Missouri 65201-4485  
573-886-4100  
FAX: 573-886-4148

November 4, 2019

TO: Commissioner Atwill  
Commissioner Parry  
Commissioner Thompson

FROM: Boone County Prosecuting Attorney's Office

RE: 2018-2019 Stop Violence Against Women Act Grant (VAWA)

We are requesting your approval to apply for Violence Against Women Act grant funds through the Department of Public Safety. We have been receiving funds from VAWA since 1998.

This grant award is for two years, January 1, 2020 through December 31, 2021 and will go toward the salaries of 2 assistant prosecuting attorneys dedicated to serving victims of domestic violence in Boone County. We are also requesting funds for the full salary and benefits for a new domestic violence investigator and an additional domestic violence assistant prosecuting attorney as well as furniture, computer hardware and software for both new positions.

The federal share is \$518,795.36 and the local match is \$172,939.43. The 25% match will be taken from the salary of FICA of a Boone County funded domestic violence assistant prosecuting attorney.

We respectfully request your approval to apply for this grant.

Thank you.

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the 5th day of November 20 19

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

Now on this day, the County Commission of the County of Boone does hereby award bid 56-19SEP19 – Right to Harvest Hay to Jason Wilhite.

Terms of the award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 5th day of November 2019.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*  
Daniel K. Atwill  
Presiding Commissioner  
*Fred J. Parry*  
Fred J. Parry  
District I Commissioner  
*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO, CPPB**  
Director of Purchasing



613 E. Ash St., Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: October 29, 2019  
RE: Bid Award Recommendation: *56-19SEP19 – Right to Harvest Hay*

Invitation for Bid *56-19SEP19 – Right to Harvest Hay* closed on September 19, 2019. One bid was received. Recommendation for award is Jason Wilhite for offering the highest payment to County for baling hay.

Central MO Events Center: \$300 per mowing  
Sheriff: \$200 per mowing

Facilities Maintenance will administer this contract.

cc: Bid File  
Janet Thompson, Commission  
Doug Coley, Jody Moore, Facilities

**PURCHASE AGREEMENT  
FOR  
RIGHT TO HARVEST HAY**

**THIS AGREEMENT** dated the 5<sup>th</sup> day of November 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Jason Wilhite**, herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for **Right to Harvest Hay**, County of Boone Invitation for Bid number **56-19SEP19**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, Boone County Insurance Requirements, any applicable addenda, the unexecuted Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated **August 23, 2019** and executed by **Jason Wilhite** on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, unexecuted Response Form, Standard Terms and Conditions, and all applicable Addenda shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on **January 1, 2020 and extend through December 31, 2020** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one-year periods** and thereafter on a month to month basis for a maximum of six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

**3. Basic Services** - The Contractor agrees to mow and bale hay as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, on an as needed basis. Payment to the County is as follows:

Central Missouri Events Center:	\$300.00 per mowing
Sheriff:	\$200.00 per mowing

**4. Delivery** - Contractor agrees to provide the service as specified and as agreed to in the bid specifications.

**5. Payment** - All payments shall be submitted to Boone County Facilities Maintenance, 613 E. Ash Street, Columbia, MO 65201. Check should be made to order to the Boone County Treasurer.

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

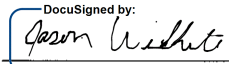
**7. Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality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

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

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

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

**JASON WILHITE**

by  \_\_\_\_\_  
DocuSigned by:  
ABC17D2CA70A43C...  
 Owner

**BOONE COUNTY, MISSOURI**

by: Boone County Commission

 \_\_\_\_\_  
DocuSigned by:  
BA4B934CFD6E4EB...  
 Presiding Commissioner

**APPROVED AS TO FORM:**


 \_\_\_\_\_  
DocuSigned by:  
56E0A0DD80AC445...  
 County Counselor

**ATTEST:**

 \_\_\_\_\_  
DocuSigned by:  
7D82DA988BF6495...  
 County Clerk

**AUDITOR CERTIFICATION**

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

 _____ <small>DocuSigned by: 4147B4E3F1G847D...</small>	10/28/2019	Deposit revenue: CMEC & Sheriff 1190-3830;
Signature	Date	Appropriation Account

**VI. RESPONSE FORM**

**INVITATION FOR BIDS  
FOR THE RIGHT TO HARVEST HAY ON BOONE COUNTY PRPERTY  
FOR THE COUNTY OF BOONE, MISSOURI**

The undersigned hereby offers services under the terms and conditions indicated in the bid for the Right to Harvest Hay for Boone County - Missouri:

Mowing and Baling Hay: Indicate on attached maps which areas you will be mowing and baling.

**Central Missouri Events Center Parcel, 5212 N. Oakland Gravel Road, Columbia, MO-**  
Select one of the following:

\_\_\_\_\_ Equal exchange of mowing for right to harvest hay. \$0.00 compensation to County.

4300 Paying the County: \$ \_\_\_\_\_ per bale

**Boone County Sheriff Parcel, 2121 County Drive, Columbia, MO -** Select one of the following:

\_\_\_\_\_ Equal exchange of mowing for right to harvest hay. \$0.00 compensation to County.

9200 Paying the County: \$ \_\_\_\_\_ per bale

**Hallsville Shed, 780 Hwy. 124 East, Hallsville, MO -** Select one of the following:

\_\_\_\_\_ Equal exchange of mowing for right to harvest hay. \$0.00 compensation to County.

\_\_\_\_\_ Paying the County: \$ \_\_\_\_\_ per bale

**North Facility, 5501 Oakland Gravel Road, Columbia, MO -** Select one of the following:

\_\_\_\_\_ Equal exchange of mowing for right to harvest hay. \$0.00 compensation to County.

\_\_\_\_\_ Paying the County: \$ \_\_\_\_\_ per bale



NAME OF BIDDER: Jason Wilhite

OFFICIAL ADDRESS: 2450 W County Line Rd  
Clark, Mo. 65243

PHONE NUMBER: 573-819-8195 FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**CHECK BELOW WHERE APPROPRIATE:**

Corporation- Federal Tax I.D. Number: \_\_\_\_\_

Partnership Name \_\_\_\_\_

Individual/Proprietorship- Individual Name Jason Wilhite

Other \_\_\_\_\_

**The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.**

AUTHORIZED REPRESENTATIVE OF FIRM SUBMITTING BID: (Sign by Hand)

Jason Wilhite 8-23-19  
Signature Date

PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE:

JASON WILHITE Title: \_\_\_\_\_

**PRIOR EXPERIENCE**

Include references familiar with your work performance in mowing and harvesting of hay.

**1. Prior Services Performed for:**

Name: *County of Boone* *Central Mo. Event Center*  
Address: *Sheriff Dept.*

Contact Name: *Melinda Bobbit*  
Telephone Number: *"Purchasing"*

Date of Contract:  
Length of Contract: *3 yrs*

**Description of Prior Services:**

**2. Prior Services Performed for:**

Name: *City of Columbia* *old City LANDFILL, City Sewer Plant,*  
Address: *Discovery Park*

Contact Name: *Rick Finley*  
Telephone Number:

Date of Contract:  
Length of Contract: *5yr Contract*

**Description of Prior Services:**

**3. Prior Services Performed for:**

Name:  
Address:

Contact Name:  
Telephone Number:

Date of Contract:  
Length of Contract:

**Description of Prior Services**

**INVITATION FOR BIDS  
FOR THE  
RIGHT TO HARVEST HAY ON  
BOONE COUNTY PROPERTY**

**FOR THE  
COUNTY OF BOONE  
COLUMBIA, MISSOURI**

**IFB #56-19SEP19  
Issued: August 13, 2019**

**BID OPENING DATE: Thursday, September 19, 2019**

**TIME: 2:00 P.M. Central Time**

**LOCATION:  
Boone County Purchasing  
613 E. Ash Street, Room 110  
Columbia, MO 65201**

Prepared by:

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing  
County of Boone - Missouri  
613 E. Ash St, Room 110  
Columbia, MO 65201  
Telephone: (573) 886-4391  
Fax: (573) 886-4390  
E-Mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)

## **I. INTRODUCTIONS AND GENERAL CONDITIONS OF BIDDING**

**INVITATION** – The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Primary Specifications.

### **DEFINITIONS**

**County** – This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

*Purchasing* – The Purchasing Department, including its Purchasing Director and staff.

*Department/s or Office/s* – The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.

*Designee* – The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.

**Bidder / Contractor / Supplier** – These terms refer generally to businesses having some sort of relations to or with us. The term may apply differently to different classes of entities, as the context will indicate.

*Bidder* – Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

*Contractor* – The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

*Supplier* – All business/entities which may provide the subject goods and/or services.

**Bid** – This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An “Invitation for Bid” is used when the need is well defined. An “Invitation for Proposal” is used when the County will consider solutions, which may vary significantly from each other or from the County’s initial expectations.

**Response** – The written, sealed document submitted according to the Bid instructions.

**BID CLARIFICATION** – Questions regarding this Bid should be directed in writing, preferably by e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Addenda are binding, but any oral communications between County and Bidder are not.

**Bidder Responsibility** – The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder’s failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

**Bid Addendum** – If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.

**AWARD** – Award will be made to the Bidder/s whose offer/s provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will

be seeking the most effective and beneficial outcome that meets the County needs as interpreted by the County.

**CONTRACT EXECUTION** – This Bid and the Contractor’s Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.

**Precedence** – In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the Bid;
- 3) the provisions of the Bidder’s Response.

**COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** – Bidder agrees to be bound by the County’s standard “boilerplate” terms and conditions for Contracts, a copy of which is attached to this Bid.

## **II. RESPONSE PRESENTATION AND REVIEW**

**BIDS-** Sealed bids will be received by the County of Boone - Missouri for the **Right to Harvest Hay** on property owned by Boone County, Missouri. Parcels are located at:

**Central Missouri Events Center**

5212 N. Oakland Gravel Road  
Columbia, MO 65202

Entire parcel is approximately 128 acres (not all acres can be mowed)

**Boone County Sheriff Department**

2121 County Drive  
Columbia, Missouri 65202

Entire Parcel is approximately 140 acres (not all acres can be mowed)

**Hallsville Shed**

780 Hwy. 124 E.  
Hallsville, MO

Entire Parcel is approximately 20 acres (not all acres can be mowed)

**North Facility**

5501 Oakland Gravel Road  
Columbia, Missouri 65202

Entire Parcel is approximately 41 acres (not all acres can be mowed)

**BID FORM-** Attached hereto is a Response Form to be used for the submission of requested information. The Purchasing Department of Boone County must receive the Bid Form no later than **Thursday, September 19, 2019 by 2:00 P.M., Central Time**. The bid response must be sealed and clearly addressed to Boone County Purchasing, 613 E. Ash Street, Room 110, Columbia, MO 65201 with a notation of the sealed envelope marked "56-19SEP19 – Right to Harvest Hay."

**SUBMITTAL OF RESPONSES** – Responses **MUST** be received by the date and time note above. **NO EXCEPTIONS**. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.

**Advice of Award** – If you wish to be advised of the outcome of this Bid, the results may be viewed on the County's web page at [www.showmeboone.com](http://www.showmeboone.com).

**BID OPENING** – On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response. In the event

only one bid is received by the date and time of the bid opening, County reserves the right to not open the bid and extend the Closing Date for the purpose of inviting bid responses from more vendors in the interest of establishing competition.

**RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

**Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.

**WITHDRAWAL OF BIDS**- Any bidder may withdraw their bid at anytime prior to the scheduled closing time for the receipt of bids, but no bidder may withdraw their bid for a period of sixty (60) days after the scheduled closing time for the receipt of bids. Only letters, e-mails and other written requests for corrections of a previously submitted bid which are addressed in the same manner as bids and are received by the County prior to the scheduled closing time for the receipt of bids will be accepted.

**EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the best possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contract selected appears to offer the best overall solution for our current and anticipated needs at the best possible cost.

**Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.

**Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.

**Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

**AWARD**- The County shall make award to the highest and responsive bid. The County reserves the right to reject any and all bids and to waive informalities in bids.

**CONTRACT DOCUMENTS**- The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.

### III. PRIMARY SPECIFICATIONS

#### DESCRIPTION:

Boone County is seeking mowing of property be provided to County in exchange for being allowed to harvest the hay on the parcel(s).

Proposal response can be made to harvest on one or both parcels of land, but the response must be clear if one or both parcels are sought.

Attached are maps that we have highlighted in pink of areas that we believe can be hayed. We have also included unhighlighted maps that you can highlight and return with your bid for the areas that you plan to hay and the areas you plan to mow following your verification of these areas.

#### TERMS OF SALE:

- A. Pastures are offered on an "as is" and "where is" basis, and the County makes no guarantee as to its condition.
- B. **Contract Duration:** The Contract period shall be from **January 1, 2020 through December 31, 2020**. The contract may be extended beyond the expiration date for **two (2) additional one-year periods**, each period exercised separately by County of Boone at its discretion.
- C. Bidder shall visit the site of the work and become familiar with the condition under which the work is to be performed, concerning the site of the work, the nature of the equipment required, the obstacles which may be encountered, the work to be performed, and if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. **To arrange for a visit to either the Central Missouri Events Center or the Boone County Sheriff, please contact Melinda Bobbitt at (573) 886-4391.**

#### SPECIFIC PROPOSAL REQUIREMENTS:

- A. Contractor shall agree to mow grass on proposed area as needed during the growing season, cut and removal of all hay in fields on as as-needed basis and check the parcel(s) periodically to view any damage or accessing of the property.
- B. Contractor will initially perform the above-mentioned work within sixty (60) days of the execution of this agreement. Thereafter, the harvesting of hay is to be performed at least twice per year as a minimum or on an "as needed" basis as determined by County. All hay bales shall be moved within (30) days from baling.
- C. Areas that are to be mowed (not baled) will need to be mowed on an "as needed" basis.
- D. Mowing dates will have to be pre-approved by the Boone County Facilities



Maintenance Department as there may be scheduled events at periodic times.

- E. No one can live or use any structures on the parcel(s).
- F. No equipment is to be stored on the parcel(s) nor can the land be used for ANY other purpose.
- G. Contractor is not to perform any work or activity not mentioned in this Invitation for Bid.
- H. If the Contractor discovers an unusual amount of trash (over ten cubic feet, for example), the Contractor should notify the County Representative so that it can be removed by County.
- I. Safety hazards, dead animals, or landscaping damage to be reported to the County Representative on the day of discovery.
- J. Contractor shall use care and caution while performing the work and shall notify County Representative within (24) hours of any damage sustained to property and shall compensate the County within ten (10) days for any damages directly caused by Contractor to the property. Repairs of any damage shall be completed to the County's satisfaction. If repairs are not done to the County's satisfaction, the County reserves the right to procure the services of a qualified vendor and the Contractor shall reimburse the County for the cost of the repairs.
- K. The County attached maps that show the entire area of the four parcels: Central Missouri Events Center, North Facility, Hallsville Shed and the Sheriff Department. Only parts of these areas are suitable to hay. When you submit your response, please indicate on these maps the areas that you are proposing to mow and bale hay. Return your marked-up map with your response. If you are willing to mow the other areas, please indicate those areas and indicate pricing on the revised Response Form.

#### **IV. BOONE COUNTY INSURANCE REQUIREMENTS -**

The successful Contractor will be required to comply with the following insurance requirements:

**Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

**Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

**Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

**Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property

damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

**Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

**Proof of Carriage of Insurance -** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

**Certificate Holder address:**

County of Boone, Missouri  
C/O Purchasing Department  
613 E. Ash Street  
Columbia, MO 65201

**V. INDEMNITY AGREEMENT**

To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services.

This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

**VI. RESPONSE FORM**

**INVITATION FOR BIDS  
FOR THE RIGHT TO HARVEST HAY ON BOONE COUNTY PRPERTY  
FOR THE COUNTY OF BOONE, MISSOURI**

The undersigned hereby offers services under the terms and conditions indicated in the bid for the Right to Harvest Hay for Boone County - Missouri:

**Mowing and Baling Hay: Indicate on attached maps which areas you will be mowing and baling.**

**Central Missouri Events Center Parcel, 5212 N. Oakland Gravel Road, Columbia, MO-  
Select one of the following:**

\_\_\_\_\_ Equal exchange of mowing for right to harvest hay. \$0.00 compensation to County.

\_\_\_\_\_ Paying the County:           \$ \_\_\_\_\_ per bale

**Boone County Sheriff Parcel, 2121 County Drive, Columbia, MO - Select one of the following:**

\_\_\_\_\_ Equal exchange of mowing for right to harvest hay. \$0.00 compensation to County.

\_\_\_\_\_ Paying the County:           \$ \_\_\_\_\_ per bale

**Hallsville Shed, 780 Hwy. 124 East, Hallsville, MO - Select one of the following:**

\_\_\_\_\_ Equal exchange of mowing for right to harvest hay. \$0.00 compensation to County.

\_\_\_\_\_ Paying the County:           \$ \_\_\_\_\_ per bale

**North Facility, 5501 Oakland Gravel Road, Columbia, MO - Select one of the following:**

\_\_\_\_\_ Equal exchange of mowing for right to harvest hay. \$0.00 compensation to County.

\_\_\_\_\_ Paying the County:           \$ \_\_\_\_\_ per bale

**Brush Hogging Areas not Suitable for Baling: Indicate on attached maps which areas you will be mowing only.**

**Central Missouri Events Center Parcel- Select one of the following:**

\_\_\_\_\_ Equal exchange of mowing for right to harvest hay above. \$0.00 compensation to County.

\_\_\_\_\_ Charging the County: \$ \_\_\_\_\_ per brush hog of CMEC parcel

**Boone County Sheriff Parcel - Select one of the following:**

\_\_\_\_\_ Equal exchange of mowing for right to harvest hay above. \$0.00 compensation to County.

\_\_\_\_\_ Charging the County: \$ \_\_\_\_\_ per brush hog of Sheriff parcel

**Hallsville Shed - Select one of the following:**

\_\_\_\_\_ Equal exchange of mowing for right to harvest hay above. \$0.00 compensation to County.

\_\_\_\_\_ Charging the County: \$ \_\_\_\_\_ per brush hog of Hallsville Shed parcel

**North Facility - Select one of the following:**

\_\_\_\_\_ Equal exchange of mowing for right to harvest hay above. \$0.00 compensation to County.

\_\_\_\_\_ Charging the County: \$ \_\_\_\_\_ per brush hog of North Facility parcel

NAME OF BIDDER: \_\_\_\_\_

OFFICIAL ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**CHECK BELOW WHERE APPROPRIATE:**

Corporation- Federal Tax I.D. Number: \_\_\_\_\_

Partnership Name \_\_\_\_\_

Individual/Proprietorship- Individual Name \_\_\_\_\_

Other \_\_\_\_\_

**The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri.**

AUTHORIZED REPRESENTATIVE OF FIRM SUBMITTING BID: (Sign by Hand)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE:

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

**County of Boone**

**Purchasing Department**

**PRIOR EXPERIENCE**

Include references familiar with your work performance in mowing and harvesting of hay.

**1. Prior Services Performed for:**

Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services:**

**2. Prior Services Performed for:**

Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services:**

**3. Prior Services Performed for:**

Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services**

# *“No Bid” Response Form*



**Boone County Purchasing**  
613 E. Ash, Room 110  
Columbia, MO 65201  
Melinda Bobbitt, CPPO, CPPB  
(573) 886-4391– Fax: (573) 886-4390

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## **“NO BID RESPONSE FORM”**

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

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

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

### **Bid: 56-19SEP19 – Right to Harvest Hay on Boone County, Missouri Property**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

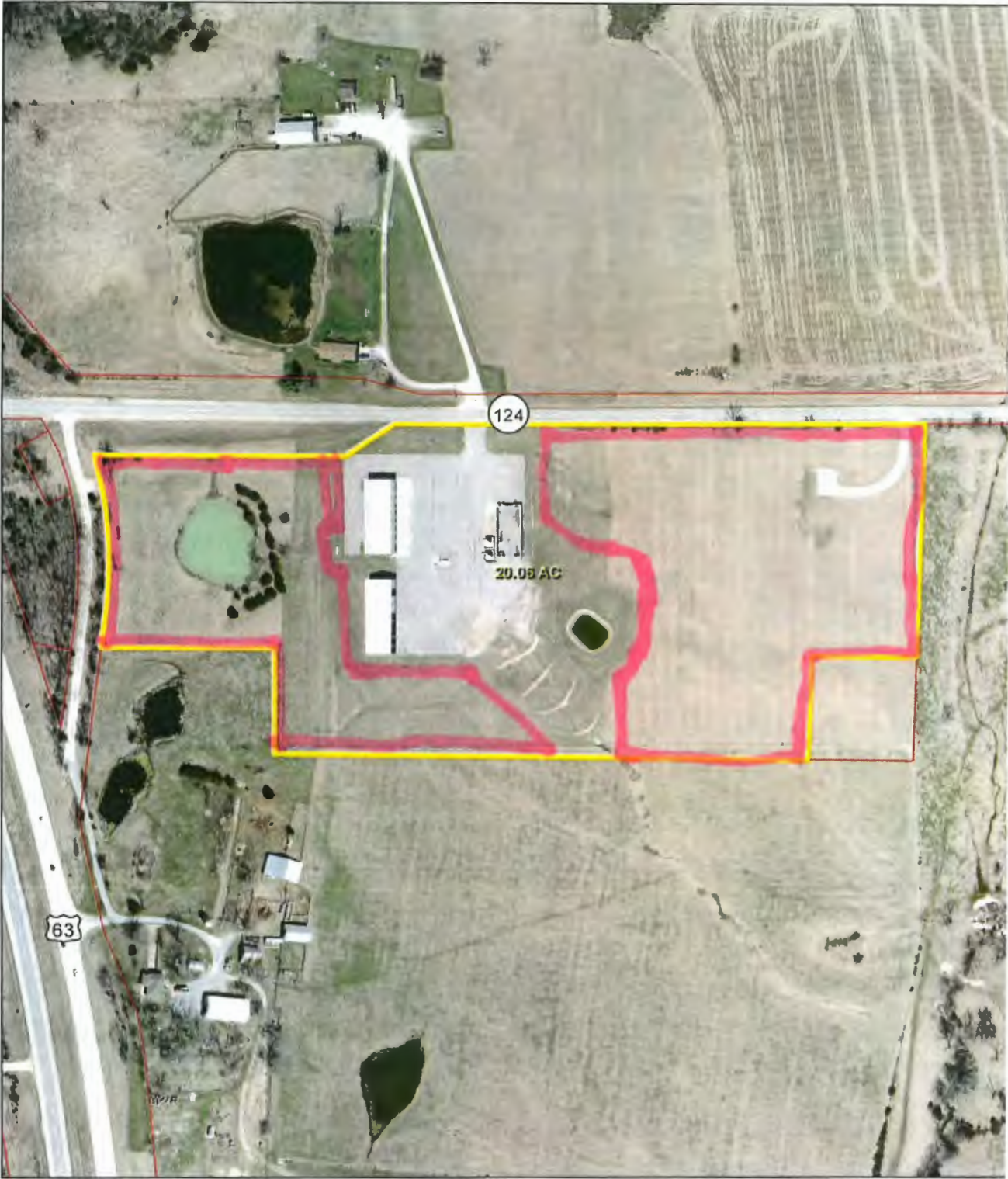
Date: \_\_\_\_\_

Reason(s) for not bidding:

\_\_\_\_\_

\_\_\_\_\_





**HALLSVILLE SHED**

- Hallsville Shed
- Parcel



**Assessor Data/soil Disclaimer:**  
 These maps were prepared for the inventory of real property based on the utilization of deeds, plans, and/or satellite data. In addition, map files are frequently changed to reflect changes in boundaries, lot lines and other geographic features resulting from changes in watershed, development, and other causes. The existence, dimension, and location of features, as well as other information, should not be relied upon for any purpose without actual field verification. The County of Boone makes no warranty of any kind concerning the completeness or accuracy of information contained on these maps and assumes no liability or responsibility for the use or misuse of these maps by persons not affiliated with Boone County. Use of these maps by any person not affiliated with Boone County constitutes agreement by the user to assume full liability and responsibility for the verification of the accuracy of information shown on these maps.

The following map sources were utilized from the Boone County Assessor's Office, GIS Department & City of Columbia: Parcel boundaries, ownership, roads, and various reference layers.




**BOONE COUNTY  
SHERIFF'S DEPARTMENT**

- Boone County Sheriff's Department
- Parcel
- City Limits



**Boone County Sheriff's Department**  
 These maps were prepared for the county of Boone Missouri and are not to be used for any other purpose. The county of Boone Missouri is not responsible for the accuracy of the information contained herein and does not warrant the accuracy of the information contained herein. The county of Boone Missouri is not responsible for the accuracy of the information contained herein and does not warrant the accuracy of the information contained herein. The county of Boone Missouri is not responsible for the accuracy of the information contained herein and does not warrant the accuracy of the information contained herein.



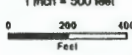


**CENTRAL MISSOURI  
EVENTS CENTER**

- Central Missouri Events Center
- Parcel
- City Limits

N

1 inch = 500 feet



0 200 400  
Feet

Date: 5/5/2016

Accessed Data: This map is a composite of data from various sources, including aerial photography, GIS data, and other geographic information. The data is provided as is, without warranty, and is subject to change without notice. The user assumes all responsibility for the use of the data and for any errors or omissions. The user agrees to hold the County of Boone harmless for any and all claims, damages, or liabilities arising from the use of the data.

The following map is located at 100 N. Oakland Gravel Rd., Columbia, Missouri 65202. It is a map of the Central Missouri Events Center site, showing the site boundary, parcels, and city limits. The map is dated 5/5/2016.



**NORTH FACILITY**

- North Facility
- Parcel
- City Limits



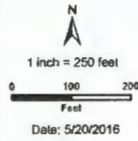
**Assessor Default Disclaimer**  
 These maps were prepared for the inventory of real property based on the situation of deeds, plans, and all supportive data. In addition, map files are frequently changed to reflect changes in boundaries, lot lines and other geographic features resulting from changes in ownership, development, and other causes. The existence, description, and location of features, as well as other information, should not be relied upon for any purpose without proper verification. The County of Boone makes no warranty of any kind concerning the completeness or accuracy of information contained on these maps and assumes no liability or responsibility for the use or reuse of these maps by persons not affiliated with Boone County. Use of these maps by any person not affiliated with Boone County constitutes agreement by the user to assume full liability and responsibility for the verification of the accuracy of information shown on these maps.

The following map sources were utilized from the Boone County Assessor's Office GIS Department & City of Columbia: Parcel boundaries, ownership, maps, and various reference layers.



**HALLSVILLE SHED**

- Hallsville Shed
- Parcel



**Assessor/Parcel Disclaimer**  
 These maps were prepared by the mapping of real property based on the information of deeds, plans, and a supporting data. In addition, maps may be frequently changed to reflect changes in ownership, lot lines and other geographic features resulting from changes in ownership, development, and other causes. The evidence, dimensions, and location of features, as well as other information, should not be relied upon for any purpose without actual field verification. The County of Boone makes no warranty of any kind concerning the completeness or accuracy of information contained on these maps and assumes no liability or responsibility for the use or reuse of these maps by persons not affiliated with Boone County. Users of these maps by any person not affiliated with Boone County constitute agreement by the user to assume full liability and responsibility for the verification of the accuracy of information shown on these maps.

The following map sources were obtained from the Boone County Assessor's Office, GIS Department & City of Columbia: Parcel boundaries, ownership, roads, and various infrastructure layers.




**BOONE COUNTY  
SHERIFF'S DEPARTMENT**

- Boone County Sheriff's Department
- Parcel
- City Limits



**Accession Deed Distance**  
 These maps were prepared by the county of Boone, Missouri, based on the actual distance between points, and are not intended to be used for any other purpose. The county of Boone, Missouri, is not responsible for any errors or omissions in this map, and does not warrant the accuracy of the information contained herein. The county of Boone, Missouri, is not responsible for any errors or omissions in this map, and does not warrant the accuracy of the information contained herein. The county of Boone, Missouri, is not responsible for any errors or omissions in this map, and does not warrant the accuracy of the information contained herein.





**CENTRAL MISSOURI  
EVENTS CENTER**

Central Missouri Events Center

Parcel

City Limits

N

1 inch = 500 feet

0 200 400  
Feet

Date: 5/5/2016

Assessor General Director

The maps were prepared for the purpose of displaying the boundaries of the parcel and other geographic features as they appear from aerial photography. The boundaries, locations, and features are shown as they appear in the aerial photography. The County of Boone makes no warranty or representation concerning the accuracy or completeness of the information shown on this map.

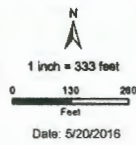
The County of Boone is not responsible for the use of the information shown on this map for any purpose other than that for which it was prepared. The County of Boone is not responsible for any errors or omissions in this map or for any consequences arising from the use of the information shown on this map.

The following map created under the authority of the County of Boone Assessor's Office, with the assistance of the County of Boone Assessor's Office, and is hereby certified to be true and correct.



**NORTH FACILITY**

- North Facility
- Parcel
- City Limits



**Assessor Data Disclaimer**  
 These maps were prepared for the courtesy of said property based on the most current of aerial, plan, and/or topographic data. In addition, map files are frequently changed to reflect changes in boundaries, lot lines and other geographic features resulting from changes in ownership, development, and other causes. The existence, dimensions, and location of features, as well as other information, should not be relied upon for any purpose without actual field verification. The County of Boone makes no warranty of any kind concerning the completeness or accuracy of information contained on these maps and assumes no liability or responsibility for the use or reuse of these maps by persons not affiliated with Boone County. Use of these maps by any person not affiliated with Boone County constitutes agreement by the user to assume full liability and responsibility for the verification of the accuracy of information shown on these maps.

The following map sources were utilized from the Boone County Assessor's Office, GIS Department & City of Columbia: Parcel boundaries, ownership, roads, and various reference layers.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> RYAN ROBUCK RYAN ROBUCK INSURANCE AGENCY INC. PO BOX 492 MACON MO 63552	CONTACT NAME: STEFANIE ORLOWSKI PHONE (A/C, No, Ext): 660-385-5757 E-MAIL ADDRESS: STEFANIE@RYANROBUCKINSURANCE.COM	FAX (A/C, No): 660-385-5759
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company NAIC # 25143	
<b>INSURED</b> DAVID & MARY HOCHSTETLER 3900 HIGHWAY T CLARK MO 65243	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> FARM LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	95-LJ-5170-9 F	05/01/2018	05/01/2019	EACH OCCURRENCE \$ 300,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			25-BX-2078-0 F	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

BOONE COUNTY  
 801 E WALNUT, ROOM 220, COLUMBIA, MO 65201  
 (573) 886-4320  
 deagle@boonecounty.mo.org

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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