



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 5374)

Meeting: 12/20/22 09:00 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Paula Brumfield

Initiator: Paula Brumfield

Sponsors:

DOC ID: 5374

Meeting Attachments

ATTACHMENTS:

- 122022 FSD Cooperative Agreement (PDF)
- 122022 Prosecutor's Annual Report (PDF)
- 122022 EMPLOYEE SERVICES BUDGET HEARING 2023 (PDF)
- 122022 Human Resources 4th QUARTER REPORT (PDF)
- 122022 Hartman and Company - Nelson Mill Bridge - Contract Approval (PDF)
- 122022 HIGHWAY DEPT. BUDGET HEARING 2023 (PDF)
- 122022 PLANNING AND DEVELOPMENT BUDGET HEARING 2023 (PDF)
- 122022 RECORDER BUDGET HEARING 2023 (PDF)
- 122022 COMMISSION BUDGET HEARING 2023 (PDF)
- 122022 ASSESSOR BUDGET HEARING 2023 (PDF)
- 122022 SHERIFF BUDGET HEARING 2023 (PDF)
- 122022 TRINITY SERVICES GROUP INC. - Contract Amendment - food service agreement (PDF)
- 122022 AWARD LETTER - Online Solutions LLC dba Citizenserve - Planning Development Software (PDF)
- 122022 AWARD LETTER Hambey Construction - Annual General Carpentry (PDF)
- 122022 COLLECTOR BUDGET HEARING 2023 (PDF)

**Christian County Commission Attestation of Approval
For FSD-Christian County Cooperative Agreement, 2023-2025**



Ralph Phillips
Presiding Commissioner

12/13/2022

Date



Lynn Morris
Eastern Commissioner

12/13/22

Date



Hosea Bilyeu
Western Commissioner

12-20-22

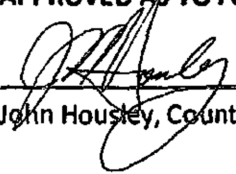
Date

ATTEST:



Kay Brown, County Clerk

APPROVED AS TO FORM:



John Housley, County Counselor

AUDITOR CERTIFICATION

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.



Amy Dent
Christian County Auditor

12/20/2022

Date

Contract For Services



Missouri Department of Social Services
Division of Finance & Administrative Services
Purchasing Unit
P.O. Box 1643
Jefferson City, MO 65102

Contract #: ER10223C019

Title: IV-D County Reimbursement Cooperative Agreement

Contract Period:

January 1, 2023 through December 31, 2025

The Department of Social Services desires to contract for the services described herein. All terms, conditions, and prices contained herein shall govern the performance of this contract.

Contractor/County Information:

County Name: **County of Christian**
Mailing Address: **110 W. Church St., Rm 206**
City, State Zip: **Ozark, MO 65721**

County Level Designation: **Level C**

Multi-County Project Name (if applicable): **Springfield Project**

Contractor Contact Person Name and Title: Brian Neal, 1st Assistant Prosecutor-Child Support, Greene County

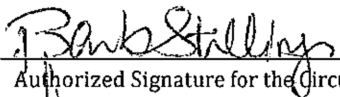
Contact Person E-Mail Address: Bneal@greenecountymo.gov

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The undersigned hereby agrees to provide the services and/or items, at the prices stated, pursuant to the requirements of this document and further agrees that when an authorized official of the Missouri Department of Social Services countersigns this document, a binding contract shall exist between the contractor and the Department of Social Services.

The authorized signer of this document certifies that the contractor (named below) and each of its principals (as defined by 2 CFR 180) are not suspended or debarred by the federal government.

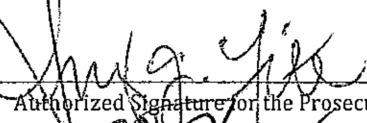
In witness thereof, the parties below hereby execute this agreement.



Authorized Signature for the Circuit Clerk

Barb Stillings, Circuit Clerk  
Name & Title

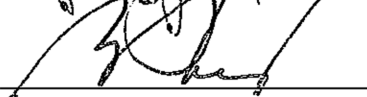
12-20-22  
Date



Authorized Signature for the Prosecuting Attorney

Amy Fite, Prosecuting Attorney  
Name & Title

12/20/2022  
Date



Authorized Signature for the County Commissioner/Executive

Ralph Phillips, Presiding Commissioner  
Name & Title

12/13/2022  
Date

Authorized Signature for the Department of Social Services

Date

## **1 Introduction and Background Information**

- 1.1 The Missouri Department of Social Services, Family Support Division (Department) hereby enters into this cooperative agreement with the County of Christian (hereinafter "County") by their respective office holders, including the Prosecuting Attorney, Circuit Clerk and Presiding Commissioner for the reimbursement of IV-D child support services.
  - a. For the purpose of this cooperative agreement, the term "contractor" shall refer to the "county"; and
  - b. For the purpose of this cooperative agreement, the term "contract" shall mean the same as "cooperative agreement",
  - c. For the purpose of this cooperative agreement, the Prosecuting Attorney's Office in a single county, or the Prosecuting Attorney's Office of the host county of a Multi-County project, provides the IV-D casework services. The Circuit Clerk's office in the county exchanges information in the Missouri Automated Child Support System (MACSS) and provides requested court documents to the Department, including, but not limited to certified copies of orders for this cooperative agreement.
  - d. For the purpose of this cooperative agreement, the term "and/or" shall mean "or, or both".
- 1.2 The Department issues contracts for these services under the authority of an Expenditure Registration System (ER102) issued to the Department by the State of Missouri Office of Administration.
- 1.3 The mission of the Department of Social Services, Family Support Division is Empower Missourians to live safe, healthy, and productive lives.
- 1.4 The Department, under Title IV-D of the Social Security Act, and under section 454.400, RSMo, has been delegated the responsibility for the development and administration of a statewide program to establish and enforce support obligations for children. Those children include those receiving Temporary Assistance for Needy Families (TANF) benefits under Part IV-A, Title XIX Medical assistance, benefits or services for foster care maintenance under Part IV-E, and for any other child, if an individual applies for such services with respect to such child.
- 1.5 The contract period shall be from January 1, 2023 through December 31, 2025.

## **2 General Performance Requirements**

- 2.1 The contractor shall provide services in accordance with the provisions and requirements stated herein. Services purchased by the Department shall consist only of those services described herein.
- 2.2 **Coordination**
  - 2.2.1 The contractor shall coordinate all contract activities with designated representatives of the Department.
  - 2.2.2 The contractor shall attend and otherwise participate in orientation, planning and other meetings with the Department, as required.
  - 2.2.3 In the course of providing the services required herein, the contractor shall collaborate with other agencies, resources and individuals as requested by the Department.
- 2.3 **Correspondence**
  - 2.3.1 Within five (5) business days of contract award, the contractor shall provide the Department with the name, address, electronic mail (e-mail) address, and telephone number of the contractor's representative servicing the contract.
  - 2.3.2 Within five (5) business days of a change in the contractor's contact person, the contractor shall provide the Department with the name, address, electronic mail (e-mail) address, and telephone number of the contractor's contact person servicing the contract.
    - a. The contractor understands that the Department will use e-mail to transmit contract documents and other correspondence from the Department to the contractor.
    - b. The contractor must obtain a state e-mail address.

- c. Any and all e-mails containing information regarding IV-D specific cases must be sent and received utilizing the state e-mail address to the Department and any other person, attorney, agency, business, or entity. The contractor must encrypt any e-mail sent to an individual that does not have a state e-mail pursuant to the Department's Missouri Child Support Procedural Manual in the Confidentiality Chapter: <https://dssintranet.mo.gov/dss-fsd-child-support/child-support-manual/section-iii-general-case-activities/chapter-1-confidentiality/>
- d. It shall be the responsibility of the contractor to ensure the timely review and response to e-mails. The contractor's contact person must utilize their state e-mail at least weekly. This will ensure continued access to the state e-mail system.

2.3.3 The Department will use e-mail to transmit contract documents and other correspondence to the contractor. The Department shall encrypt emails to the contractor that contain information confidential by law to protect such from unauthorized disclosure. The contractor shall ensure the timely review and response to e-mailed documents and information.

2.3.4 The contractor shall encrypt any electronic correspondence containing information confidential by law.

## 2.4 **Contractor's Personnel**

2.4.1 The contractor shall only employ personnel authorized to work in the United States. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA), P.L. 104-208, 110 Stat. 3009, and INA Section 274A (8 U.S.C. §1324a).

- a. If the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent (25%) of the total amount due to the contractor.
- b. The contractor shall fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

2.4.2 If the contractor meets the definition of a business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program, with respect to the employees hired after enrollment in the program, who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:

- a. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; and
- b. Provide to the Department the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; and
- c. Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

2.5 **Subcontractors:** Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:

- a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and
- b. shall not henceforth be in such violation, and

- c. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

**2.6 Affidavit of Work Authorization and Documentation:**

- 2.6.1 Pursuant to section 285.530, RSMo, if the contractor meets the section 285.525, RSMo definition of a "business entity" (<https://revisor.mo.gov/main/OneSection.aspx?section=285.525&bid=14999&hl=>), the contractor must affirm the contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The contractor shall complete applicable portions of the exhibit titled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of exhibit and any required documentation must be submitted prior to an award of a contract.

**2.7 Debarment Certification:**

- 2.7.1 The contractor certifies by signing the signature page of this original document and any amendment signature page(s) that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs.
- 2.7.2 The contractor must complete and submit the exhibit titled Certification Regarding Debarment prior to award of a contract.

**2.8 Contractor Registration with Secretary of State:**

- 2.8.1 The contractor must complete and submit the exhibit titled Registration of Business Name with the Missouri Secretary of State prior to award of contract.

**2.9 Anti-Discrimination Against Israel Act:**

- 2.9.1 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.
- 2.9.2 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the contractor shall submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.
- 2.9.3 If during the life of the contract, the contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the contractor shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.
- 2.9.4 Regardless of company status or number of employees, the contractor must complete and submit the applicable portion of the exhibit titled Anti-Discrimination Against Israel Act Certification. Pursuant to section 34.600, RSMo, if the vendor meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the vendor has ten or more employees, the vendor must certify in writing that the vendor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract. The contractor must submit the applicable portion of the exhibit prior to award of a contract.

**2.10 HIPAA:**

- 2.10.1 The Department is subject to and must comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein.

2.10.2 The contractor shall be a "Business Associate" of the Department, as defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103, and shall comply with the provisions of the Business Associate Agreement attached hereto as Attachment A.

**2.11 Subrecipient of Federal Funds:**

2.11.1 For the purposes of this contract, the contractor has been determined to be a subrecipient of federal funds.

2.11.2 The contractor shall comply with the Federal Funds Subrecipient Requirements, attached hereto as Attachment B.

2.11.3 As used in Attachment B, the term "subrecipient" shall refer to the contractor and the term "state agency" shall refer to the Department.

**3 Specific Performance Requirements**

**3.1 General Program Requirements**

3.1.1 Pursuant to 13 CSR 40-108.040, and for the purpose of this contract, the following definitions shall apply:

- a. Level A County – A county that has sole responsibility for the entire operation of the IV-D program in that county and performs specific legal functions on cases referred to them by the Department.
- b. Level B County – A county in which the prosecuting attorney has sole responsibility for a specific portion of the IV-D program in that county and performs specific legal functions on cases referred to them by the Department.
- c. Level C County – A county in which the Department has sole responsibility for the entire operation of the IV-D program, in that the contractor performs specific legal functions on cases referred to them by the Department.
- d. Multi-County Project – A designated group of Level C counties that have individually entered into a contract with the Department to perform judicial IV-D duties, with one county acting as the Host Level C county. The Host County is responsible for referrals assigned to all counties within the project.
- e. Referral or Referred Cases – Any child support case under the state IV-D program sent to the Prosecuting Attorney by the Department for a requested action, including all cases requiring legal referral for "requested action" pursuant to the Department's Missouri Child Support Procedural Manual.

<https://dssintranet.mo.gov/dss-fsd-child-support/child-support-manual/>

3.1.2 Pursuant to 13 CSR 40-108.040, the Department has identified the contractor's County Level designation(s) on the signature page of the contract. The contractor shall provide services for each IV-D case in accordance with the requirements stated herein, including any additional requirements specified in Attachment C (IV-D County Additional Requirements), as applicable.

3.1.3 The Department is vested with the sole ownership, control and authority of the IV-D program in Missouri. The policies and procedures adopted by the Department are controlling for all administrative IV-D activities and purposes to be performed by the contractor and the contractor shall abide by these policies and procedures to assure compliance with state and federal laws and regulations. Nothing in 3.1.3 supersedes the prosecuting attorney's requirements to follow all applicable state and federal laws and regulations and the Missouri Rules of Professional Conduct.

- a. The Department policies and procedures can be located at:

<https://dssintranet.mo.gov/dss-fsd-child-support/child-support-manual/>

3.1.4 No provisions of this contract shall be construed to alter the statutory, constitutional or common law powers and duties of the Prosecuting Attorney, including but not limited to, the power to use to use his/her his discretion in determining the course of action to be taken in a case.

3.1.5 The contractor shall maintain records as required by the Department and federal regulations, including 45 CFR 302.15, 45 CFR part 74 and 45 CFR part 75.361.

- 3.1.6 The contractor shall not subcontract with any other business, organization, or governmental body to perform any or all portions of the requirements stated herein without providing a copy of the proposed contract and obtaining the prior written approval of the Department.
- 3.1.7 The contractor shall forward all outside child support inquiries (e.g. media, legislator, vendor, and other governmental agencies), with the exception of inquiries made by persons receiving support or persons paying support on their own cases, made to the contractor regarding the statewide child support program, its policies, procedures or performance to the Department for response.
  - a. In the event the Department must formally respond to an inquiry, at the request of the Department, the contractor must within five (5) business days draft a response or provide all necessary case information in order for the Department to respond.
  - b. When requested by the Department, the contractor shall provide a written response to outside inquiries, and must provide the Department a copy within five (5) business days of the request.
- 3.1.8 The contractor may respond appropriately to all media and/or legislative inquiries made to the contractor regarding the contractor's program and IV-D cases in which judicial actions are to be pursued by the contractor, but shall not disclose individual, specific, confidential, or HIPAA related information on any IV-D related case or material. The contractor shall provide notice of a contractor program inquiry and its response immediately to the Department. Responses shall not include information about the contract, the statewide child support program, its policies, procedures or performance.
- 3.1.9 The contractor shall notify the Department by e-mail of the following personnel changes: within three (3) business days of an employee's start date, the names and necessary forms for access to state systems of all new personnel; and within three (3) business days of personnel departures.
- 3.1.10 The contractor's employees shall utilize the Department's Microsoft Outlook Webmail system for electronic mail (e-mail) for contract documents and other correspondence related to the referrals of cases and related case activity pursuant to this contract. Access to this Microsoft Outlook Webmail system for electronic mail should occur weekly unless out of the office.

## 3.2 Prosecuting Attorney's (PA) Office Responsibilities

- 3.2.1 The PA must take appropriate legal action on any and all cases referred to them from the Department as authorized pursuant to Chapters 210, 452, 454, and Section 568.040 RSMo and within the time frames specified in 13 CSR 40-108.040 . Case action shall include, but is not limited to:
  - a. Filing judicial paternity actions including filing a co-respondent petition when the custodian fails to cooperate in paternity or establishment actions if the custodian is receiving Temporary Assistance for Needy Families or Medicaid;
  - b. Filing criminal and civil actions in all cases where the county has jurisdiction including cases where the child or parent receiving support does not reside in a county the contractor serves. Legal action shall include pursuing current support without the cooperation of the person receiving support (PRS) if the PRS is receiving TANF and pursuing state arrears only cases without the cooperation of the PRS.
    - 1. However, the following exceptions apply for enforcement cases:
      - i. If the PA takes an action(s) that results in a support payment posting to the case within the first counted sixty (60) days, then the requirement to file a legal action is satisfied by this substitution.
      - ii. If the PA refers the person paying support to a state-approved diversion program and that person enrolls and participates within the first counted sixty (60) days, then the requirement to file a legal action is satisfied by this substitution.
    - 2. In both of the above exceptions, the PA should not return the referral, but monitor the person paying support's compliance. If the person paying support ceases to pay under an enforceable order, or once participation in a state-approved diversion program ends and the case is not in paying status, then the PA shall pursue the referral, if appropriate, by filing a legal action.
    - 3. Both of these exceptions shall be recorded with FSD in the Missouri Automated Child Support System (MACSS) and via the PA judicial statistics website, and
  - c. Filing judicial modifications of support orders upon request of the Department pursuant to 454.435.

- d. Filing motions for judicial review and approval of administrative modification of judicial orders upon request of the Department.
- 3.2.2 The PA shall meet stricter time requirements than those specified herein upon notification by the Department of any change(s) in federal law or regulation requiring the stricter time requirements.
- 3.2.3 The PA shall be responsible for all direct communication regarding the actions taken pursuant to a referral with the person receiving support (PRS), the person paying support (PPS), and any attorney representing a party.
  - a. Direct communication includes providing an office phone number that will be answered during the PA's regular business hours by PA staff.
  - b. If the PA office utilizes a voice attendant to answer incoming calls, calls must be transferred to PA staff who shall answer calls if available. Messages shall be returned within two business days.
  - c. Incoming calls shall not automatically be transferred to voice mail unless the PA office is closed or all staff is unavailable. If the PA office is closed callers should be given the opportunity to leave a message.
  - d. PA staff and voice attendant messaging systems shall not refer callers, PPSs, PRSs, or attorneys representing a party to FSD for case information on any IV-D case where the PA has an active referral or where the PA has sole responsibility for the IV-D program within the county (Level A and B counties).
- 3.2.4 The PA shall use the Department's Missouri Automated Child Support System (MACSS) to:
  - a. accept referrals from the Department;
  - b. record all IV-D activities;
  - c. comply with the requirements of 13 CSR 40-108.040;
  - d. document the reason for return or rejection of any referral for any reason upon closing and returning the referral; and
  - e. enter order information after registering foreign orders for enforcement or modification.
- 3.2.5 The PA shall use the Department's OnBase Document Imaging System (OnBase) to:
  - a. Obtain referral documents, including copies of certified copies. If original certified copies of Missouri orders are needed, copies must be requested from the circuit clerk.
  - b. Access documents necessary when taking actions on cases assigned to and/or referred to the counties by the Department,
  - c. Access documents necessary for discovery as appropriate, ensuring any confidential information is not disclosed on family violence situations, and
  - d. PA shall be responsible for providing discovery on cases referred to their office and to ensure all personal identifying information and confidential information is properly redacted.
  - e. If the PA does not currently utilize OnBase, the PA shall take all steps to install OnBase upon execution of this contract.
  - f. If the Department determines the county is unable to utilize OnBase, the county shall receive referrals via e-mail to the county staff's state e-mail address.
- 3.2.6 The PA shall utilize the Electronic Document Exchange (EDE) application on the federal Child Support Portal to send outgoing Uniform Interstate Family Support Act (UIFSA) referrals to other state support agencies. If other the state does not utilize EDE, the PA shall mail the referral.
- 3.2.7 The PA's personnel shall attend all training courses deemed appropriate by the Department.
- 3.2.8 The PA shall retain and monitor referrals accepted for enforcement for a time sufficient to show consecutive months of support payments were made and those payments indicate that continuing compliance is more likely than not.
  - a. At a minimum, the PA shall monitor payments:
    - 1. Not less than 3 months after initial judicial action completed if the person paying support has complied with the Judgment of Contempt or Order of Probation or Parole.
    - 2. Not less than 6 months for all other cases.

- b. If payments have not been made in consecutive months in compliance with a purge or probation order or a voluntary agreement with the PA, then the PA shall take the next legal action available to attempt to collect payments on the case.
- c. Referrals may be closed in cases where it is known that the person paying support cannot make payments as ordered due to incarceration, disability, or in cases that are dismissed by the court.
- d. Once the person paying support has successfully completed probation and has paid an additional 3 months support, the referral shall be closed unless the Department gives written approval for the case to remain on PA referral.

3.2.9 The PA shall return referrals to the Department when:

- a. there is lack of jurisdiction,
- b. a conflict of interest exists,
- c. no reasonable legal remedy is available,
- d. the Department fails to provide necessary information requested by the contractor within fourteen (14) calendar days
- e. at the request of the Department, or
- f. in other extenuating circumstances upon mutual agreement between the Department and the contractor.

The PA must return referrals within fifteen (15) calendar days of request of the Department.

3.2.10 The PA shall have the same authority as referenced in the child support policy procedural manual as Department personnel to forgive or reduce unreimbursed assistance paid by the Department prior to the entry of an order for child support. The contractor shall not have the authority to forgive or reduce post-judgment principal or arrearages or to agree to forgive or reduce post-judgment principal or arrearages assigned to the Department, or judgments or arrearages due to the family. The PA may only agree or consent to forgive or reduce post-judgment principal or arrearages after obtaining settlement authority and settlement approval from the Director or the Deputy Director of the Family Support Division.

3.2.11 The PA may petition for a judgment against the person paying support in all actions that include declaration of paternity for the cost of genetic testing paid directly or indirectly by the Department. Judgments for genetic testing must reflect that payment is made to:

FSD Genetic Testing Unit  
P.O. Box 2320  
Jefferson City MO 65102

3.2.12 Pursuant to the Supreme Court Rule 88.01, the PA shall apply the child support guidelines in all cases referred by the Department to establish a support obligation. The PA shall be responsible for using the available information, including information in MACSS to calculate child support obligations and present the necessary Form 14 calculations to the court; the Department will not send Form 14 calculations with referrals. The PA shall ensure that any court approved Form 14 is filed in the court case. Any deviation from the required MO Form 14, Child Support Calculation Worksheet, must be noted in the child support order; in MACSS; and the information must be forwarded to the Department.

- a. The MO Form 14 can be found at: <https://www.courts.mo.gov/file.jsp?id=114613>

3.2.13 The PA shall review its "Referral Checklist" at least once per year by December 31<sup>st</sup> on the Department's intranet site (<http://dssweb.cds.state.mo.us/fsd/training/CSE/PA/LegalReferralReq/index.htm>). All changes that need to be made shall be coordinated through the Department's Prosecuting Attorney MACSS Liaison. The PA shall refer to section 3.2, specifically paragraphs 3.2.5 and 3.2.11, and shall not contradict the terms of this Contract for Services when updating its Referral Checklist.

3.2.14 The PA shall not represent any interested party other than the Department in any matter referred to the contractor.

3.2.15 Pursuant to section 568.040 RSMo, the contractor shall report to the Department on a quarterly basis (April 15<sup>th</sup>, July 15<sup>th</sup>, October 15<sup>th</sup>, and January 15<sup>th</sup>) the number of charges filed and convictions obtained. The PA must submit the report in the format and manner specified by the Department.

- a. For purposes of this cooperative agreement, the term "conviction" is defined as dispositions of an original felony/misdemeanor criminal charge. Dispositions include that the person paying support has:
  - 1. plead to a suspended imposition of sentence; or
  - 2. plead to a suspended execution of sentence; or
  - 3. plead guilty and was sentenced; or
  - 4. was convicted after trial.
- b. Convictions defined and recorded here do not include subsequent orders on the same criminal case occurring after a probation violation hearing or motion to revoke probation.

3.2.16 The PA shall submit Prosecuting Attorney Judicial Statistics on the Department's intranet site <https://apps.dss.mo.gov/macCriminalNonSupport/> such statistics include those required under section 568.040 RSMo and any other statistical data requested by the Department.

3.2.17 The PA shall inform the Department of any adverse decision made by the Court on a referral handled by that PA where it is the PA's legal opinion that the adverse decision is contrary to established law affecting the child support program. The harmed party may be the State, or a party to the underlying case, or both. This notification should be a timely e-mail to [CS.Legal@dss.mo.gov](mailto:CS.Legal@dss.mo.gov) and the Department's Prosecuting Attorney Liaison and will include a written recommendation regarding whether an appeal is appropriate based on the law and the facts and the reasoning behind the recommendation. The Department will review the recommendation and make a final determination regarding whether the case should be appealed.

3.2.18 If a subpoena is served on the PA, or their personnel, on a child support case assigned or referred to the PA's office, a copy of the subpoena is to be sent by e-mail to [CS.Legal@dss.mo.gov](mailto:CS.Legal@dss.mo.gov) and the Department's Prosecuting Attorney Liaison. The subject line of the email should include the following: subpoena, person paying support's name and IV-D case number.

- a. If FSD is served a subpoena for FSD records on a civil contempt or criminal non-support case assigned or referred to the PA's office by opposing counsel as a means of discovery, the PA at the request of FSD shall file a Motion to Quash the subpoena, file a Motion for a Protective Order, and produce responsive documents from MACSS and OnBase with proper redactions made.
- b. If the PA is served with any action naming the Department of Social Services, the Family Support Division, or any Department or Division director or employee as a defendant or respondent the PA shall forward a copy to [CS.Legal@dss.mo.gov](mailto:CS.Legal@dss.mo.gov) and the Department's Prosecuting Attorney Liaison. Further, the PA shall file an objection with the court and plaintiff or plaintiff's counsel stating the PA does not represent the Department or Division on the matter and does not have any authority to accept service of process.

3.2.19 It shall be the responsibility of the PA to notify the PA Liaison if the sole child support staff personnel in the PA's office is out for more than one week.

### 3.3 Circuit Clerk (Clerk) Responsibilities

3.3.1 The Clerk shall utilize MACSS:

- a. to the extent required by Chapters 452 and 454 RSMo, on all child support and/or spousal support cases; and
- b. pursuant to section 454.412 RSMo, to enter such information as is required for the state case registry.

3.3.2 The Clerk shall attend all training courses deemed appropriate by the Department. MACSS training courses are provided by the Office of State Courts Administrator (OSCA):

3.3.3 The Clerk shall provide the Missouri Department of Health and Senior Services, Bureau of Vital Records, with certified copies of all orders establishing paternity in accordance with section 454.485 RSMo within ten (10) business days of the filing date of the order.

3.3.4 The Clerk shall comply with 45 CFR 304.50 for the treatment of program income in such a manner that the Department meets its state plan requirements for the federal Office of Child Support Enforcement (OCSE).

- 3.3.5 The Clerk shall not charge any fees to the Department, or any attorney bringing action pursuant to a referral by the Department, for requests of copies, filing of any action or document necessary to establish paternity, or to establish, modify or enforce a child support obligation. (§454.445 RSMo) The Clerk must complete all requests within ten (10) calendar days.
- 3.3.6 The Clerk shall provide certified copies of documents requested by the Department.
- 3.3.7 It shall be the responsibility of the Clerk to notify the PA Liaison if the sole child support clerk in the circuit clerk office is out for more than one week.
- 3.3.8 The Clerk shall notify the Department by email within three (3) business days for circuit clerk employees working with MACSS for the following personnel changes:
- a. the employee's start date;
  - b. the names and necessary system access forms for all new personnel; and
  - c. personnel departures.
- 3.4 Department Responsibilities
- 3.4.1 The Department will refer appropriate IV-D cases to the contractor for establishment, enforcement, modification or outgoing cases pursuant to the Uniform Interstate Family Support Act (UIFSA).
- 3.4.2 The Department will review MACSS for case information before making a status inquiry to the contractor.
- 3.4.3 Pursuant to section 454.440 RSMo, the Department will provide federal and state parent locator services to the contractor.
- 3.4.4 The Department will use its best effort to provide proper notice to the contractor of any proposed rule or regulation impacting the child support program, pursuant to section 454.400 RSMo.
- 3.4.5 The Department, with the assistance of the state's Information Technology Services Division (ITSD), will provide the following services:
- a. Installation and problem resolution assistance for personal communication software/TN3270 Plus;
  - b. Problem resolution assistance for MACSS-related printing problems;
  - c. Problem resolution assistance for Outlook e-mail as it relates to communication with the Department on child support activities;
  - d. Microsoft Office application assistance related to child support business; and
  - e. Problem resolution assistance for Intranet and Internet application assistance related to child support business.
- 3.4.6 The Department, with the assistance of ITSD, will provide user ID's and passwords for the contractor's staff, within five (5) business days of receipt of the request. The Contractor's requests for user IDs and passwords shall be submitted through the Department's online security access unit or the PA Program Assistant unless the contractor has a security officer who enters Automated Security Access Processing (ASAP).
- 3.4.7 The Department will notify the contractor, or their designee of the following information:
- a. Key personnel changes at the Department;
  - b. Statewide statistical data;
  - c. Missouri's annual federal self-assessment audit compliance reports;
  - d. MACSS changes;
  - e. Policy(s) issued; and
  - f. All program-related information distributed to Department supervisors or managers.
- 3.5 Fiscal Requirements
- 3.5.1 The contractor shall appropriate a sufficient amount of funds in accordance with the performance standards required pursuant to 13 CSR 40-108.040.
- 3.5.2 The contractor shall ensure that the only federal funds certified for use under this contract are federal revenue sharing funds available for this purpose.

3.5.3 The contractor shall submit an annual budget request on or before July 1<sup>st</sup> of each year to the Department for approval. Annual electronic budget forms will be provided to the contractor no later than May 1<sup>st</sup> each year. The contractor shall utilize the annual budget form to submit the PA's annual budget request. The contractor's budget request should reflect the contractor's office and staff caseloads, the contractor's acceptance and rejection of child support cases, the average cost per case handled by contractor, and the performance percentage for collections per dollar spent by contractor.

- a. If the Department proposes any different review, method, or calculation formula to determine the next annual budget for the contractor, then the contractor shall have fifteen (15) calendar days to provide comments on the proposed changes in the calculations. The MOPS and/or MAPA representative shall have an opportunity to discuss the changes in calculations with the Department before final application of the review, method, or calculation formula is made to the budgets of the counties.
- c. The contractor shall refer to Section 4 of Attachment B to determine the amount of indirect costs they may be reimbursed.
- d. The contractor must submit the annual budget request via e-mail to the Department's Prosecuting Attorney Liaison.

3.5.4 Pursuant to section 454.405 RSMo, the contractor shall furnish office space and other administrative requirements. The contractor must receive prior written approval from the Department for any office space leased from the private sector. The contractor shall acquire space from the private sector in accordance with sections 105.454, and 50.660 RSMo, and 13 CSR 40-108.010(5) (A).

3.5.5 The contractor shall receive prior written approval from the Department for purchases of equipment with an initial cost of twenty-five hundred dollars (\$2,500) or more which are necessary for fulfillment of the contract requirements in accordance with 13 CSR 40-108.010(5)(D).

3.5.6 The contractor shall receive prior written approval from the Department for out-of-state travel for child support training. Out of state travel for training is limited to two people one time per year per office.

3.5.7 Pursuant to 13 CSR 40-108.010 (3)(F), the contractor shall receive prior written approval from the Department for out-of-state travel for performance of reimbursable child support activities, excluding training, and shall abide by the same expenditure reimbursement limitations as the Department imposes on its personnel.

3.5.8 The contractor may request reimbursement for in-state trainings that are determined to be sufficiently program-related. The Department will pay approved reimbursement at the current Federal Financial Participation (FFP) rate.

3.5.9 Allowable costs for travel and per-diem will be reimbursed at rates as defined by State of Missouri Travel Regulations <http://www.oa.mo.gov/acct>

### 3.6 Audits, Monitoring and Compliance-Financial

3.6.1 The contractor shall provide, to the Department, copies of all notices and reports as described herein of any audit performed by another entity to:

Department of Social Services  
Division of Finance and Administrative Services  
P.O. Box 1082  
Jefferson City, MO 65102  
Or [DFAS.ComplianceUnit@dss.mo.gov](mailto:DFAS.ComplianceUnit@dss.mo.gov)

3.6.2 The Department may conduct financial reviews to determine whether funds received by the contractor were used in accordance with the requirements stated herein, state law and federal regulations governing authorized IV-D expenditures.

3.6.3 The contractor shall make available all appropriate financial records to the authorizing representatives conducting the review.

3.6.4 Reimbursements to the contractor shall, in all cases, be subject to an adjustment after a financial review as follows:

- a. If the Department reimbursed the contractor in a previous budget year an amount greater than allowed, then the Department may reduce the contractor's budget in the following budget year after providing thirty (30) days written notice to the contractor of its intent to do so.
  - b. A reduction to the contractor's budget as a result of an adjustment pursuant to an audit finding shall be treated as a one-time reduction and not an automatic permanent reduction of the contractor's budget for future budget amount projections.
  - c. The contractor shall submit a written reimbursement request and statement of explanation, when requesting an amount in excess of the approved budget amount. The Department will advise the PA in writing when a decision is made on the additional funds request.
- 3.6.5 The Department reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. The Department shall have the right to impose special conditions and restrictions and will provide written notification to the contractor if the Department determines that it will impose any special conditions or restrictions. The special conditions or restrictions may include, but are not limited to, those conditions specified below:
- a. Requiring additional, more detailed financial reports or other documentation;
  - b. Additional contract monitoring, including daily activity logs and timesheets of all IV-D work performed;
  - c. Requiring the contractor to obtain technical or management assistance;
  - d. Establishing additional prior approvals from the department; and
  - e. In person audit and observation of IV-D work performed.

3.7 Audits, Monitoring and Compliance-Performance

- 3.7.1 The Department reserves the right to complete audits to determine the reliability of data provided by the contractor for data used to compute federal IV-D performance measures and other performance measures outlined in this contract.
- 3.7.2 The audits may include, but are not limited to, remote review of data entered into MACSS or on-site audits of hardcopy or electronic case records. The contractor shall maintain individual case records adequate to permit evaluation of the progress of each case. Such case records shall be in accordance with 45 CFR 302.15 (a) and 303.2(c) and shall include, at a minimum, the following:
- a. Original referral documentation;
  - b. Record of all relevant contacts with the parties to the action; and
  - c. Record of all legal action.
- 3.7.3 The Department will measure the contractor's performance in accordance to 13 CSR 40-108.040 for cases referred from the Department for legal action. The Department shall conduct compliance reviews for this purpose solely on the case information contained in MACSS.

3.8 Prosecuting Attorney Compliance:

Pursuant to 13 CSR 40-108.040, the Department will take the following actions should the Prosecuting Attorney fail to comply with the performance requirements as stated herein:

- a. The Department will send written notice to the Prosecuting Attorney identifying non-compliance with policies and procedures, requirements, or regulations for the safeguarding of federal tax information, performance measures, data reliability or program compliance audits.
- b. The Prosecuting Attorney must submit, within thirty (30) calendar days, a written corrective action plan to the Department for approval. The corrective action plan must contain specific actions and timeframes to bring the Prosecuting Attorney back into compliance.
  - 1) The Department reserves the right to terminate the contract should the Prosecuting Attorney fail to submit and implement an approved corrective action plan or fail to achieve compliance with the terms and conditions stated herein.
- c. The Prosecuting Attorney and/or staff as directed by the Department shall attend necessary and required training when determined to be non-compliant with program performance standards.

- d. Prosecuting Attorney staff shall attend MACSS Basics training provided by the Department at the first opportunity after being hired. Other MACSS and OnBase training maybe required by the PA Liaison. The PA Program Assistant or PA Liaison will notify the Prosecutor and/or staff of the method of training and provide the necessary training material.

### 3.9 Federal Tax Information

- 3.9.1 The contractor and any subcontractors shall comply with IRS Publication 1075 Security Guidelines to specifically include, but not limited to, the requirement to notify the state agency immediately, but no later than twenty-four (24) hours after identification of a possible security issue involving Federal Tax Information (FTI) as required by IRS Publication 1075, paragraph 10.4. Further, the contractor shall comply with the federal tax information requirements stated in the Assurance of Safeguarding IRS/SSA Restrictions/Penalties (Exhibit #5) document attached hereto. In addition, the contractor shall:
  - a. require all new hire and tenured personnel to certify and complete the Department's security policy and IRS penalties for unauthorized disclosure of federal tax information. The training can be located at: (<https://apps.dss.mo.gov/FSDIRSSafeguardingForms/>)
  - b. complete and print the electronic *Internal Inspections Report* annually (<https://apps.dss.mo.gov/FSDIRSSafeguardingForms/>) and retain for five (5) years;
  - c. not send or receive any federal tax information by electronic mail (e-mail) or facsimile;
  - d. not disclose or release any form of protected federal tax information to any attorney representing a person paying support in the referred case under the contractor's control;
  - e. provide a visitor access log that must not contain personal identification information (i.e. social security number, case number, or other personal identifying information) that may be viewable by other visitors; provide all visitors with visitor badges; and all visitors must be accompanied by contractor personnel at all times;
  - f. only provide key/combination locks to authorized personnel that have a need to access federal tax information; maintain key/combination accountability records; change key/combination locks when authorized personnel changes occur or at a minimum annually; and
  - g. immediately report an unauthorized inspection or disclosure of federal tax information via e-mail or hardcopy, including breaches and security incidents, to the compliance coordinator or designee. Currently the compliance coordinator can be contacted at [angela.r.terry@dss.mo.gov](mailto:angela.r.terry@dss.mo.gov).

## 4 **General Contractual Requirements**

### 4.1 General

- 4.1.1 The contract shall consist of the original contract document and any subsequent amendments to the contract.
- 4.1.2 This contract shall be construed according to the laws of the State of Missouri. The contract governs the terms and conditions of the contracted services provided by the contractor. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, such provision(s) shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Department.
  - a. The agreement will be read and enforced as though every provision of law and clause required by law to be inserted herein were included. If any such provision is not inserted, then upon the notification of either party the agreement will be amended to make such correction.
- 4.1.3 The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- 4.1.4 The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract.
- 4.1.5 The contractor certifies that the contractor and each of its principals (owners, director and others as defined by 2 CFR Part 180) are not suspended or debarred from contracting with the federal government. In the event the contractor or any of its principals become suspended or debarred during the contract period, the contractor shall immediately send written notification to the Department.

- a. Suspension or debarment of the contractor, or failure by the contractor to provide written notification of suspension or debarment to the Department, may result in immediate termination of the contract.
- 4.1.6 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department.
- 4.1.7 As authorized under sections 432.230 and 432.255 RSMo, the use of electronic signatures shall be permitted for contract documents. Additionally, contract documents maintained in electronic format shall be considered the official, legal record and shall have the same force and effect, as would a paper document.
- 4.2 **Amendment, Renewal and Termination:**
- 4.2.1 The contract shall not bind, nor purport to bind, the Department for any commitment in excess of the original contract period.
- 4.2.2 Any change to the contract, whether by modification or supplementation, shall be accomplished by a formal, written contract amendment. Oral agreements or agreements confirmed by e-mail or otherwise to modify the contract shall not be enforceable.
- 4.2.3 The Department shall have the right, at its sole option, to renew the contract by written notice to the contractor. In the event the Department exercises its renewal option, all terms, conditions and provisions of the original contract and any subsequent amendments shall remain in effect and shall apply during the renewal period.
- 4.2.4 Either party, with or without cause, may terminate the contract by giving 60 calendar days advance written notice to the other party. The termination shall be effective 60 calendar days from the date of notice or the date specified in the notice. The Department reserves the right to withdraw any or all of its clients before the end of the 60 calendar day period, if applicable.
- 4.2.5 The Department may terminate the contract for breach of contract by providing the contractor with written notice of termination.
  - a. The termination shall become effective on the date specified in the notice.
  - b. The Department shall not pay for services rendered or goods provided after the termination of the contract.
- 4.2.6 At its sole discretion, the Department may give the contractor an opportunity to cure the breach. The Department will provide the contractor any opportunity to cure the breach in writing.
- 4.2.7 The Department shall deem any written notice to the contractor sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, electronic mail (e-mail), or otherwise delivered to an authorized employee of the contractor or the contractor's address of record.
  - a. The contractor shall notify the Department within ten (10) business days of any change to the contractor's address of record or mailing address, or both.
- 4.2.8 In the event of termination all client records, documentation, data, reports, supplies, equipment and accomplishments prepared, furnished, acquired or developed by the contractor, as a direct requirement specified in the contract, shall become the property of the Department.
  - a. Upon termination of the contract, the contractor shall maintain, store, transfer, dispose and provide for the authorized release of all client records, documentation, data, reports, supplies, equipment and accomplishments developed by the contractor as a requirement of the contract, as directed by the Department. The contractor shall not destroy or dispose of any such records, documentation, data, reports, supplies, equipment and accomplishments without the prior, written permission of the Department.
  - b. Upon termination of the contract, the Department shall have access to all client records pertaining to the performance of the contract. As requested by the Department, the contractor shall make available to the Department all client records and documents prepared or developed as a result of the contract.
- 4.2.9 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Department to ensure an orderly transfer of responsibility or the continuity of those services required under the terms of the contract to an individual or organization designated by the Department, if requested in writing. The contractor shall provide or perform any or all of the following responsibilities:

- a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the Department or to the Department's designee within seven calendar (7) days after receipt of the written request.
- b. If requested by the Department through a formal amendment to the contract, the contractor shall continue to provide any part or all of the services. The contractor shall provide the services in accordance with the terms and conditions, requirements and specifications of the contract. The contractor shall provide the services for a period not to exceed 30 calendar days after the expiration, termination or cancellation date of the contract. The contractor shall provide the services for a price not to exceed those prices set forth in the contract,
- c. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Department, in order to ensure the completion of such service prior to the expiration of the contract.

#### **4.3 Subcontracting:**

- 4.3.1 The Department reserves the right to approve any subcontractor utilized by the contractor for the services/products required herein. The Department, at its sole discretion, may require such approval prior to the utilization of any subcontractor. In the event the Department requires prior approval to subcontract, the contractor shall provide notification of its intent to subcontract within the timeframe specified by the Department.
- 4.3.2 The utilization of a sub-contractor shall in no way relieve the contractor of the responsibility for providing the services required herein.
- 4.3.3 Any subcontracts for the services/products described herein shall be in writing and shall include any and all provisions and contractual obligations, including all requirements of the contract's General Contractual Requirements, that are necessary to ensure the successful fulfillment of all obligations under the contract that are performed by a subcontractor.
- 4.3.4 Any subcontracts must ensure that the Department is indemnified, saved and, held harmless from and against all claims of damage, loss, and costs (including attorney fees and litigation expenses) of any kind related to a subcontract in those matters described in the contract between the Department and the contractor.
- 4.3.5 The contractor shall be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

#### **4.4 Conflict of Interest:**

- 4.4.1 The contractor certifies that the contractor has no other contractual or other relationships, which create any actual, or appearance of conflict of interest. During the term of the contract, neither the contractor nor any of its employees shall acquire any other contractual relationships, which would create such a conflict.
  - a. In the event the contractor becomes aware of any circumstances that may create a conflict of interest the contractor shall immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict.
  - b. The contractor shall promptly, fully disclose and notify the Department of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. The contractor shall submit such notification to the Department in writing within seven (7) business days after the contractor discovers a conflict or appearance of a conflict.
  - c. In the event that the Department determines that a conflict or an appearance of a conflict exists, the Department may take any action that the Department determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:
    - 1) Exercising any or all of the Department's rights and remedies under the contract, up to and including terminating the contract with or without cause;
    - 2) Directing the contractor to implement a corrective action plan within a specified time frame to mitigate, remedy or eliminate the circumstances which constitute the conflict of interest or appearance of conflict of interest; or

- 3) Taking any other action that the Department determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.

- 4.4.2 In accordance with state and federal laws and regulations, state executive order or regulations, the contractor certifies that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with their performance of the contracted services. No person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- 4.4.3 The contractor certifies that:
  - a. No State of Missouri employee assisted the contractor in obtaining this contract or will participate in the performance of this contract if such involvement constitutes a conflict of interest;
  - b. No State of Missouri employee shall be compensated under this contract for duties performed in the course of his/her state employment; and
  - c. Before any State of Missouri employee may be involved in the performance of this contract written approval shall be obtained from the Director of the Department.
- 4.4.4 In the event the contractor is a not-for-profit agency, contractor board members must abstain from voting on any funding proposal relating to this contract, in which they have administrative control or a monetary interest. Board members who have such an interest and participate in discussion prior to a vote must disclose such interest in a meeting of the board prior to such discussion.
- 4.4.5 No monies provided by the Department under this contract shall be used to promote or further nepotism.
- 4.4.6 The contractor shall not represent itself, its employees, or its subcontractor's, as employees of the Department or the State of Missouri.
- 4.5 **Business Compliance:**
  - 4.5.1 The contractor must comply with applicable laws regarding conducting business in the State of Missouri and certifies by signing this contract that it and any subcontractors are presently, and will remain, in compliance with such laws.
  - 4.5.2 The contractor shall have and maintain current and in good standing, all licenses and certifications that are required by law, rule or regulation for the duration of the contract.
    - a. The contractor shall notify the Department if the contractor's license(s) or certification(s), or both have or may be terminated, revoked, modified or qualified within seven (7) business days.
    - b. The contractor shall notify the Department, within seven (7) business days, if the contractor becomes aware that the contractor or its agents, officers or employees are under any investigation. Under investigation shall mean by law enforcement, governmental agency, or other entity with authority to investigate, revoke, suspend or take action against any license or certification that the contractor, its agents employees or officers, may have to conduct business.
  - 4.5.3 If required by state law, the contractor shall be registered and in good standing with the State's Secretary of State and shall submit their State Certificate of Good Standing to the Department upon request.
  - 4.5.4 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- 4.6 **Personnel and Staffing:**
  - 4.6.1 The contractor shall comply with the Fair Labor Standard Act, Equal Employment Opportunity Act, any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and shall insert the foregoing provision in all subcontracts awarded.
  - 4.6.2 The contract is predicated, in part, on the utilization of the specific resources, individuals and personnel qualifications as identified and described in the contractor's proposal/bid, when applicable, or in the contractual requirements stated herein. Therefore, the contractor shall only utilize personnel and individuals in the performance of this contract who meet specific qualifications required for services to be provided.

- a. The contractor shall not substitute personnel without written approval of the Department. Substitutions made pursuant to this paragraph shall be equal to or better than those originally proposed, offered, identified or required.

4.6.3 The contractor shall only utilize personnel including those of any subcontractor(s), who are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract, and shall provide documentation of such licensure or certification upon request.

4.7 **Federal Funds Requirements and Applicable Laws and Regulations:**

4.7.1 Non-Discrimination - The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

- a. 45 CFR Part 92 -- Nondiscrimination on the Basis of Race, Color, National Origin, Sex, Age, or Disability in Health Programs or Activities Receiving Federal Financial Assistance and Programs or Activities Administered by the Department of Health and Human Services Under Title I of the Patient Protection and Affordable Care Act or by Entities Established Under Such Title;
- b. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
- c. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
- d. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- e. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
- f. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- g. Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
- h. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
- i. Missouri Governor’s E.O. #94-03 (excluding article II due to its repeal);
- j. Missouri Governor’s E.O. #05-30; and
- k. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

4.7.2 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and 2 CFR Part 200, subpart F, including subsequent amendments or revisions.

- a. A copy of any audit report shall be sent to the Department each contract year if applicable. The contractor shall return to the Department any funds disallowed in an audit of the contract.
- b. In the event federal funds are not utilized for contract, the contractor shall provide to the Department a copy of its annual report or statement on compliance and on internal control prepared by its external, independent public accounting firm.
- c. If the contractor is a sub-recipient as defined in 2 CFR Part 200, subpart F the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.

4.7.3 Cost Principles:

- a. 2 CFR 225 – State, Local and Indian Tribal Governments;
- b. 2 CFR 230 – Non-Profit Organizations;
- c. 2 CFR 220 -- Educational Institutions;
- d. 48 CFR 31.2 – For-Profit Organizations; and
- e. 45 CFR 74 Appendix E – Hospitals.

- 4.7.4 Steven's Amendment – In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the Department is obtained. Any statement, press release, or other document describing projects or programs funded with federal funds shall clearly state the following as provided by the Department:
- a. The percentage of the total costs of the program or project that will be financed with Federal funds;
  - b. The dollar amount of Federal funds for the project or program; and
  - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 4.7.5 The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352, which is incorporated herein as if fully set forth. The contractor shall submit to the Department, when applicable, Disclosure of Lobbying Activities reporting forms.
- 4.7.6 The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- 4.7.7 The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 4.7.8 The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 4.7.9 The contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement:  
(<https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>)
- 4.7.10 The contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104), as amended.
- 4.7.11 The contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations. The contractor shall report any conviction of the contractor's personnel under a criminal drug statute for violations occurring on the contractor's premises or off the contractor's premises while conducting official business. The contractor shall make a report of a conviction to the Department within five (5) working days after the conviction.
- 4.7.12 Contractor Whistleblower Protections:
- a. The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
  - b. The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
  - c. The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.
- 4.8 **Financial Requirements:**
- 4.8.1 The Department shall determine the availability of funding for this contract. The Department determination shall be final and without recourse by the contractor.

- 4.8.2 Funding for the contract must be appropriated by the Missouri General Assembly for each fiscal year included within the contract period. Therefore, the contract shall not be binding upon the Department for any period in which funds have not been appropriated, and the Department shall not be liable for any damages or costs, including attorney's fees, associated with termination caused by lack of appropriations.
- a. The Department reserves the right to terminate the contract, without penalty or termination costs, if such funds are not appropriated or available.
  - b. In the event funds are not appropriated or available for the contract, the Department shall provide prompt notification to the contractor.
  - c. In the event funding for the contract becomes unavailable or interrupted, the contractor shall, upon written notification from the Department, suspend work activities and incur no further costs under the contract, until such time as the Department notifies the contractor, in writing, that funding has been restored and work activities may resume.
  - d. In the event funds are not appropriated or available for the contract, the contractor shall not prohibit or limit the Department's right to pursue alternate contracts, as necessary, to conduct state governmental affairs.
  - e. The provisions of the above paragraphs shall apply to any amendment or the execution of any option to extend the contract.

4.8.3 The Department shall make payments due under the terms of the contract upon receipt and approval of a properly itemized invoice, as set forth herein.

- a. The contractor shall submit invoices in accordance with the requirements stated in the contract and no later than the time period specified in § 33.120 RSMo, unless more restrictive requirements are established by state or federal law or regulation.
- b. The contractor shall not invoice federal or state tax.

#### 4.9 **Contractor Liability:**

4.9.1 The contractor shall be responsible for any and all personal injury, including death, or property damage as a result of the contractor's actions, or inactions, including but not limited to, misconduct, negligence, or any future negligent act, involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract.

- a. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor shall pay, indemnify, save and hold harmless the State of Missouri, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such misconduct or negligent act.

4.9.2 The contractor shall hold the State of Missouri, including its agencies, employees, and assigns, harmless for any negligent or intentional act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

#### 4.10 **Insurance:**

4.10.1 The Department shall not be required to save and hold harmless and indemnify the contractor, its employees, agents or subcontractors against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor shall acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its clients, its employees and the public against any loss, damage and expense related to the contractor's performance under the contract.

4.10.2 The contractor shall maintain adequate automobile liability insurance for the operation of any motor vehicle used to provide any form of transportation service related to the services of this contract.

4.10.3 If the contract involves the performance of medical services of any type, the contractor shall maintain adequate liability insurance to cover all medical services rendered.

4.10.4 The contractor shall submit proof of insurance coverage to the Department as requested. Proof of insurance coverage shall include, but not be limited to, effective dates of coverage, limits of liability, insurers' names, policy numbers, company, etc. The contractor may use proof of self-insurance coverage or another alternative risk financing mechanism if such coverage is verifiable and irrevocably reliable.

4.11 **Recordkeeping and Reporting Requirements:**

4.11.1 The contractor shall submit itemized reports, records and information at the request of the Department.

4.11.2 The contractor shall maintain auditable records for all activities performed under this contract. Financial records shall conform to Generally Accepted Accounting Principles (GAAP). Such records shall include the following, as applicable:

- a. the specific number and type of service units provided;
- b. itemized revenues and expenditures related to the performance of the contract;
- c. the number and type of clients served;
- d. detailed documentation of services provided to each client, included progress notes;
- e. any and all records necessary for performing a full audit of the contractor's performance under the contract; and
- f. other relevant records.

4.11.3 The contractor shall have in place management and fiscal controls that are adequate to assure full performance of the contractor's obligations under this contract. The contractor shall maintain sufficient cash flow to perform its obligations under the contract for the duration of the contract. The contractor shall immediately notify the Department of any cash flow issues where the contractor's obligations required under this agreement would be in jeopardy.

4.11.4 The contractor shall allow the Department or its authorized representative to inspect and examine the contractor's premises or records, or both, which relate to the performance of the contract at any time during the period of the contract and thereafter within the period specified herein for the contractor's retention of records.

4.11.5 The contractor shall promptly provide the Department with access to Department clients and records of the Department clients without limitation.

- a. The contractor shall promptly produce all e-mails and correspondence related to Department clients, as requested by the Department.

4.11.6 The contractor shall retain all records pertaining to the contract for five (5) years after the close of the contract year unless audit questions have arisen or any legal action is contemplated or filed within the five year (5) limitation and have not been resolved. All records shall be retained until all audit questions or legal actions, or both have been resolved. The contractor shall safeguard and keep such records for such additional time as directed by the Department. The obligation of the contractor to retain and produce records shall continue even after the contract expires or is otherwise terminated by either party.

4.11.7 The contractor shall provide written notification to the Department when there is any change in the contractor's licensure or certification/accreditation status, official name, address of record, Executive Director, or change in ownership or control of the contractor's organization.

4.11.8 Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor shall notify the Department immediately. Upon learning of any such actions, the Department reserves the right, at its sole discretion, to either cancel or affirm the contract and hold the contractor responsible for damages, to the extent authorized by law.

4.12 **Confidentiality:**

4.12.1 All discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential, to the extent required by law.

4.12.2 The contractor shall release no reports, documentation or material prepared pursuant to the contract to the public without the prior written consent of the Department, unless such disclosure is required by law.

- 4.12.3 If required by the Department, the contractor and any required contractor personnel shall sign specific documents regarding confidentiality, security, or other similar documents.
- 4.12.4 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of any information confidential by law that it creates, receives, maintains, or transmits on behalf of the Department other than as provided for by the contract. Such safeguards shall include, but not be limited to:
- Encryption of any portable device used to access or maintain confidential information or use of equivalent safeguard;
  - Encryption of any transmission of electronic communication containing confidential information or use of equivalent safeguard;
  - Workforce training on the appropriate uses and disclosures of confidential information pursuant to the terms of the contract;
  - Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of confidential information by its workforce and subcontractors, if applicable; and
  - Any other safeguards necessary to prevent the inappropriate use or disclosure of confidential information.
- 4.12.5 Substance Abuse Records- 42 U.S.C. §§290dd-2 and 42 C.F.R. Part 2.1 governs the confidentiality of substance abuse records and provides for specific mechanisms to obtain such records and the information therein. Any records and information that may be maintained by the Department or contractor concerning confidential drug or alcohol treatment or for any medical, psychological, or psychiatric treatment would be released by the consent of the recipient of the treatment. Those releases do not permit the Department/contractor to further release that information without the consent of the patient unless authorized by court order entered pursuant to procedures set out at 42 C.F.R. §2.61 et seq.

4.13 **Property of State:**

- 4.13.1 All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri.
- Upon expiration, termination, or cancellation of the contract, all such items shall become the property of the State of Missouri, which shall include all rights and interests for present and future use or sale as deemed appropriate by the Department.
- 4.13.2 Any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required herein, but not required, as a specific deliverable of the contract, shall remain the property of the contractor. The contractor shall be responsible for ensuring that such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.
- 4.13.3 In the event any copyrighted material is developed as a result of the contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish, use, and authorize other to use, the work/materials for Department and State of Missouri purposes.

4.14 **Notification Requirements:**

- 4.14.1 The contractor shall notify the Department within one (1) business day of the death of a Department client receiving services under the contract.
- 4.14.2 The contractor shall notify the Department and make the required hotline report within one (1) business day, when there are allegations of physical abuse, sexual abuse, verbal abuse or neglect of a child.
- The contractor shall report any suspected instances of child abuse or neglect to the Child Abuse/Neglect Hotline (800) 392-3738 or make a report online at <https://dss.mo.gov/cd/keeping-kids-safe/can.htm> pursuant to state statute, Section 210.115 RSMo.
- 4.14.3 In the event the conduct of a client is jeopardizing the safety of him/herself or others in the community, the contractor shall immediately notify the Department as provided in 4.14.2 (a). If an immediate response is needed to ensure the health and safety of the child or others, the contractor shall also notify local law enforcement officials.

- 4.14.4 The contractor shall notify the Department within one (1) business day, in writing, if the contractor becomes aware of any circumstances that may render the contractor unable to perform any of its obligations under the contract.
- a. The Department shall have the right, at any time, to require the contractor to provide written assurances that it can meet its obligations under the contract and to provide satisfactory documentation to support its assurances. If the contractor is unable to provide adequate assurances that it will be able to perform its obligations under this contract, the Department shall have the right to exercise any of its remedies under this contract or under law.

4.15 **Miscellaneous:**

- 4.15.1 Unless otherwise specified, the contractor shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the services required.
- 4.15.2 The contractor shall only perform the specific, professional services set forth in the contract. The contractor shall provide all services in a manner consistent with generally accepted practices in the applicable professional field.
- 4.15.3 The contractor shall only utilize such testing, techniques and procedures as are necessary to accomplish the specified service(s).
- 4.15.4 The contractor shall not utilize any data, information or conclusions obtained directly or indirectly from work performed under the contract for any other purpose, including, but not limited to research, marketing or commercial purposes without the:
- a. Prior, written consent of the Department;
- b. Full, written, prior, informed consent of the individuals involved, or their legal guardian or legal custodian; and
- c. Permission of the court, when applicable, in cases where the subject is a juvenile under the jurisdiction of a court of competent jurisdiction.
- 4.15.5 The Department may require the attendance of the contractor's personnel at training activities and may require the cooperation of the contractor's personnel where the Department provides technical assistance.
- 4.15.6 The contractor shall fully cooperate with all investigations conducted by the Department, or its agents, which relate, directly or indirectly, with the performance of this contract.
- 4.15.7 The Department endorses a drug free environment and the absence of substance abuse. The contractor shall support and enforce these philosophies in their performance of the contract.
- 4.15.8 The contractor shall maintain appropriate documentation that it has appropriate systems and controls in place to ensure that all information software systems used in relationship to the contractual responsibilities with the Department have been acquired, operated and maintained consistently with U.S. copyright law or applicable licensing restrictions. The contractor shall make documentation of such compliance and any such license immediately available upon request by the Department.

4.16 **Contract Monitoring/Compliance**

- 4.16.1 The Department has the right to monitor the contract throughout the effective period of the contract to ensure compliance with contractual requirements. Additionally, the Department reserves the right to audit all records related to the contractor's performance under the contract for a period of five (5) years from the expiration date of the contract.
- a. The contractor shall cooperate with any Department review of records and other documentation related to the contractor's performance under the contract.
- 4.16.2 In the event the Department determines the contractor to be non-compliant, or at risk for non-compliance with contractual requirements, the Department shall have the right to impose special conditions or restrictions on the contractor to bring the contractor into compliance or to mitigate the risk of non-compliance.

- a. The Department shall provide written notification to the contractor of the determination of non-compliance or the risk of non-compliance, identifying any special conditions or restrictions the Department may impose.
- b. Special conditions or restrictions may include, but are not limited to:
  - 1) Requiring the contractor to obtain additional technical assistance;
  - 2) Requiring additional levels of prior approval from the Department for contract activities;
  - 3) Requiring additional or more detailed financial reports and other documentation;
  - 4) Additional, ongoing contract monitoring/oversight by the Department;
  - 5) Requiring the submission and implementation of a corrective action plan; or
  - 6) A combination of special conditions or restrictions.

4.16.3 In the event the Department requires the contractor to submit and implement a corrective action plan, the Department shall provide written notification to the contractor, identifying the specific performance or other contractual requirements that are not being met and the expected corrective resolution.

- a. The contractor shall submit a written corrective action plan to the Department within the timeframes specified in the Department notification.
- b. The corrective action plan must include the actions the contractor proposes to take to remedy concerns, timeframes for achieving such, the person(s) responsible for the necessary action, the improvement that is expected, a description of how progress will be measured and a description of the actions the contractor shall take to prevent the situation from recurring.
- c. The Department will notify the contractor in writing if the Department approves the corrective action plan or if modifications are required.
  - 1) In the event the Department requires changes to the corrective action plan, the contractor shall submit a revised corrective action plan within five (5) business days of receipt of the Department's notification that changes are required.
- d. Failure of the contractor to improve performance within the timeframes required in the approved corrective action plan may result in termination of the contract and other remedies available to the Department.

## **5 Payments to the Contractor**

- 5.1 Funds available for the use in this program are limited to monies received from the United States Department of Health and Human Services (DHHS) for operating the Missouri State Plan for Child Support under Title IV-D of the Social Security Act. Funds are further limited by appropriation of general revenue funds and/or the Child Support Enforcement Collections (CSEC) fund by the Missouri General Assembly.
- 5.2 Pursuant to state and federal law and regulations (13 CSR 40-108.010 and 45 CFR 304.21), the Department may reimburse the contractor, at the applicable rate of expenditures incurred, from any or all of the following funds: federal; general revenue; and/or Child Support Enforcement Collections (CSEC).
- 5.3 The Department will allocate funding for services on an annual basis and shall provide notification to the contractor of the allocation amount.
- 5.4 The Department shall reimburse the contractor for actual, allowable costs incurred for services provided pursuant to the agreement, in accordance with the budget approved by the Department.
  - a. Any costs incurred for the use or purchase of services, equipment or automated system equipment is not eligible for federal financial participation if, in the sole opinion of the Department, such equipment duplicates services provided by MACSS.
- 5.5 No other payments or reimbursements shall be made to the contractor other than those specified above.
- 5.6 The contractor shall invoice the Department within ninety (90) calendar days after the last day of the month in which services are claimed.
  - a. The contractor shall submit its invoices to an address as directed by the PA Liaison.

- b. Each invoice shall have a unique identifier as an invoice number. Invoice numbers must not be duplicated in the same fiscal year.
- 5.7 Failure of the contractor to submit required reports when due, may result in withholding or rejection of payment under the contract. The Department shall reject payment due to the contractor's failure to perform or deliver the required work or services.
- 5.8 The Department, at its sole discretion, may:
- a. audit all invoices, in a manner determined by the Department;
  - b. reject any invoice for good cause;
  - c. make invoice corrections and/or changes with appropriate notification to the contractor;
  - d. deduct from an invoice any overpayment made by the Department; or
  - e. recover from the contractor any funds for which adequate verification and documentation of expenditures, if required, is not maintained.
- 5.9 The contractor shall understand and agree that the Department reserves the right to make payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor should return a completed State Vendor ACH/EFT Application. The State Vendor ACH/EFT Application can be downloaded from the internet at:  
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

## Attachment A – Business Associate Agreement

(rev 08-29-13)

*(Health Insurance Portability and Accountability Act of 1996, as amended)*

1. Health Insurance Portability and Accountability Act of 1996, as amended - The Department and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the Department. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."
2. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
  - a. "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
  - b. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.
  - c. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.
  - d. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Department.
  - e. "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
  - f. "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
  - g. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - h. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
  - i. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
  - j. "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:
    - 1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
    - 2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (Department) in its role as employer.
  - k. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.
  - l. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
  - m. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
3. The contractor agrees and understands that wherever in this document the term "Protected Health Information" is used, it shall also be deemed to include Electronic Protected Health Information.

4. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the Department. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.
5. The Department and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.
6. **Permitted Uses and Disclosures of Protected Health Information by the Contractor**
- 6.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the Department, except for the specific uses and disclosures in the contract.
- 6.2 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Department as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- 6.3 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the Department by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- 6.4 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- 6.5 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
- 6.6 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the Department as permitted by 45 CFR 164.504(e)(2)(i)(B).
- 6.7 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the Department to do so.
- 6.8 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the Department's minimum necessary policies and procedures.
7. **Obligations and Activities of the Contractor**
- 7.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
- 7.2 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
  - a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
  - b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;
  - c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
  - d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and
  - e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- 7.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the Department and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.

- 7.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.
- 7.5 By no later than ten (10) calendar days after receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the Department available to the Department and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.
- 7.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the Department to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the Department. If requested by the Department or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the Department upon request.
- 7.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a Department request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, provide the Department access to the Protected Health Information in an individual's designated record set. However, if requested by the Department, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- 7.8 At the direction of the Department, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- 7.9 The contractor shall report to the Department's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- 7.10 The contractor shall report to the Department's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the Department's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- 7.11 The contractor shall report to the Department's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- 7.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
- a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
  - b. The electronic address of any individual who has specified a preference of contact by electronic mail;

- c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
  - d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
  - e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- 7.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.
- 7.14 The contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
- 7.15 If the contractor becomes aware of a pattern of activity or practice of the Department that constitutes a material breach of contract regarding the Department's obligations under the Business Associate Provisions of the contract, the contractor shall notify the Department's Security Officer of the activity or practice and work with the Department to correct the breach of contract.
- 7.16 The contractor shall indemnify the Department from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the Department for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the Department under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.
8. **Obligations of the Department**
- 8.1 The Department shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the Department's notice of privacy practices in accordance with 45 CFR 164.520.
- 8.2 The Department shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- 8.3 The Department shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the Department has agreed to in accordance with 45 CFR 164.522.
- 8.4 The Department shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.
9. **Expiration/Termination/Cancellation:** Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the Department, either return to the Department or destroy all Protected Health Information received by the contractor from the Department, or created or received by the contractor on behalf of the Department, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.
- a. In the event the Department determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the Department and obtain instructions from the Department for either the return or destruction of the Protected Health Information.
10. **Breach of Contract:** In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the Department determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the Department shall report the breach of contract to the Secretary of the Department of Health and Human Services.

## Attachment B: Federal Funds Subrecipient Requirements

1. In performing its responsibilities under the contract, the subrecipient shall fully comply with:
  - a. 2 CFR Chapter 1, Chapter II, Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
  - b. All applicable terms and conditions of the award.
  - c. All other applicable laws, regulations and policies authorizing or governing the use of any federal funds paid to the subrecipient under the contract.
2. The subrecipient shall not utilize federal funds, or any required matching funds, provided under the contract as matching funds for any other federal award, unless specifically allowed under that award.
3. Allowable Costs: Unless otherwise stated in this RFP, the subrecipient shall invoice the state agency based on actual, allowable costs incurred.
  - a. The subrecipient shall ensure all expenditures invoiced, claimed and/or reported satisfy the General provisions for allowable costs, as defined in the 2 CFR Chapter 1, Chapter II, Part 200, Subpart E- Cost Principles; and Specific provisions for allowable costs, as defined in applicable Federal program rules.
4. Indirect Cost Rates and Administrative Rates: In the event indirect costs and/or administrative rates are included as part of the cost reimbursement under the contract, the following will apply:
  - a. If a subrecipient has an approved federally negotiated indirect cost rate, the state agency will accept the approved indirect cost rate, unless doing so would conflict with federal statutes or an exception has been approved by the federal agency, based on documented justification. (2 CFR § 200.414) If a federal agency has approved a new or different rate subsequent to the beginning of a contract period and the effective date is retroactive, the change (increase or decrease) will not be recognized and accepted until the following contract period.
  - b. A rate of 10% of Modified Total Direct Costs (MTDC) will be used for those subrecipients that do not have a federally negotiated indirect rate (2 CFR § 200.414).
  - c. **Administrative costs** are defined as general administration and general expenses such as the director's office, accounting, personnel, library expenses and all other types of expenditures not listed specifically under one of the subcategories of "Facilities", (including cross allocations from other pools, where applicable). (US Dept. of Labor – Guide for Indirect Cost Rate Determination). Administrative costs can be categorized as both direct and indirect costs.

Administrative rates will vary by award, will be determined by the state agency, and will not exceed limits set forth by statute or regulations pertaining to each award. For example, some federal programs have statutory limitations on the percentage of dollars which may be expended for administrative costs. The state agency must abide by those statutory limits. Consequently, in contracts which include federal dollars with statutory limitations on administrative costs, the state agency will limit the use of award funds for administrative costs in accordance with the statutory requirements. In such instances, the state agency award will deem administrative costs (including administrative costs included in the indirect rate) unallowable to the extent that the costs exceed the statutory limits.
  - d. With regard to indirect cost rates and administrative rates, guidance and requirements noted in Part 2 CFR § 200, "does not change or modify any existing statute or guidance otherwise based on any existing statute...and does not supersede any existing or future authority under law or by executive order of the Federal Acquisition Regulation." Thus, for state agency programs where the specific federal award requirements define Administrative costs in such a manner that all Indirect costs are Administrative costs, the state agency cannot accept an indirect rate (regardless of whether it is federally negotiated or not) that exceeds the Administrative rate cap designated by the specific federal award.
5. Record/Document Requirements and Retention:
  - a. The subrecipient shall have written policies and procedures in place to ensure compliance with the terms, conditions, laws, and regulations in 2 CFR Chapter 1, Chapter II, Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award, and shall make its policies and procedures available to the state agency, upon request.

- b. The subrecipient shall maintain an accounting system that, at a minimum, records expenditures in a manner that readily identifies the expenditure as an activity allowable under the award and allows required federal financial reports to be easily prepared.
  - c. In accordance with 2 CFR § 200.333 the subrecipient shall retain, for a period of three years from the date of submission of the final expenditure report, or from the date of the submission of the final quarterly or annual financial report to the state agency, all financial records, supporting documents, statistical records, and all other records pertinent to the federal award.
6. Subrecipient Monitoring: The state agency reserves the right to conduct monitoring reviews to ensure the subrecipient administers the federal award in compliance with applicable laws, regulations, contractual obligations, and performance goal measures.
- a. When deemed appropriate by the state agency, a monitoring report based on the results of the monitoring review will be issued to the subrecipient.
  - b. The subrecipient shall submit a written corrective action plan for any findings and recommendations in the monitoring report as directed by the state agency.
    - 1) The corrective action plan should include the actions the contractor proposes to take to remedy concerns, timeframes for achieving such remedies, and the person(s) responsible for the necessary action.
  - c. The state agency will respond in writing by accepting the corrective action plan submitted and/or requiring further action, including, but not limited to:
    - 1) More detailed financial reports or other documentation;
    - 2) Additional monitoring;
    - 3) Requiring the subrecipient to obtain technical or management assistance; or
    - 4) Establishing additional prior approvals from the state agency.
7. Audits: If required, the subrecipient shall have a single or program-specific audit conducted in accordance with provisions of the Single Audit Act of 1984 (with amendment in 1996) and 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements.
- a. In accordance with the provisions of 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements, the subrecipient shall consider all sources of federal awards, including federal resources received from the state agency, in determining the federal awards expended in its fiscal year.
  - b. In the event the subrecipient is required to obtain an audit pursuant to 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements, the subrecipient shall submit the reporting package to the Federal Audit Clearinghouse (FAC) as required by 2 CFR § 200.512. The subrecipient shall notify the state agency of the acceptance of the audit by the FAC within seven (7) calendar days of the acceptance. The subrecipient shall also notify the state agency in the event the subrecipient is not required to obtain and submit a single audit. These notifications shall be submitted to the:

Department of Social Services  
Division of Finance and Administrative Services  
Attn: Single Audit  
P.O. Box 1082  
Jefferson City, MO 65102  
Or [DFAS.ComplianceUnit@dss.mo.gov](mailto:DFAS.ComplianceUnit@dss.mo.gov)
  - c. The subrecipient shall cooperate with the state agency in resolving questions that the state agency may have concerning the auditors' report and plans for corrective action(s) pursuant to 2 CFR § 200.521.
8. The subrecipient shall be responsible for any deferrals, disallowances, questioned costs, or other items not allowed for federal financial participation claimed by the state agency on behalf of the subrecipient. The subrecipient shall return any funds disallowed, either to the state agency or directly to the applicable federal agency, as instructed by the state agency and within the timeframe designated.

9. **Transparency Reporting:** In order to assist the state agency in complying with its reporting requirements under the Federal Funding Accountability and Transparency Act (FFATA), the subrecipient must fully complete and submit the FFATA Data Form, attached hereto as Exhibit #4, to the state agency prior to the award of the contract.
- a. The subrecipient should register in the federal government System for Award Management (SAM) available at [www.sam.gov](http://www.sam.gov) to record information about the subrecipient's organization, including executive compensation data. SAM is a secure, single repository of data and the subrecipient should only need to register once and renew annually thereafter and update information as necessary.
  - b. The state agency will provide the subrecipient with applicable federal funding source information in accordance with 2 CFR § 200.331.

## **Attachment C: Additional Contractual Requirements for Counties by Level**

### **A. Level A County**

A.1 In the event the County is designated as a Level A County, the County shall comply with the additional following requirements.

#### **A.2 Prosecuting Attorney's (PA) Office Level A Responsibilities**

A.2.1 The PA shall provide the following IV-D services on cases they have the sole responsibility for:

- a. Establishing paternity;
- b. Establishing and modifying child support obligations;
- c. Enforcing child, spousal and medical support obligations;
  - 1) The PA shall provide support enforcement services to individuals pursuant to 45 CFR 302.31 and 45 CFR 302.33.
  - 2) The PA shall secure, establish, and enforce medical support obligations pursuant to 45 CFR 303.30, 45 CFR 303.32, 454.600 through 454.700, RSMo, and procedures established by the Department.
- d. Cooperating with other states, tribes, and countries where there is a Federal Reciprocating Agreement or a bilateral agreement;
- e. Conducting manual location activities, as needed, to supplement the automated system's location activities; and
- f. For cases requiring or requesting a review and adjustment, utilizing procedures established by the Department and in accordance with 452.370, 454.496, 454.498 and 454.500, RSMo.

A.2.2 The PA shall be in full compliance with federal audit requirements and established Departmental procedures as set forth in the procedural and forms manuals and the Missouri Automated Child Support System (MACSS) Quick Reference Guide when providing the services stated herein.

- a. The Child Support Procedural Manual can be located at:

<https://dssintranet.mo.gov/dss-fsd-child-support/child-support-manual/>

- b. The Missouri Automated Child Support System (MACSS) Quick Reference Guide can be located at:

<http://10.60.16.82/fsd/training/CSE/MACSSQRG/index.html>

A.2.3 The PA's office managers shall attend all scheduled meetings for Department managers, when notified by the Department.

#### **A.3 Requirements for PA Representation in Bankruptcy Actions—Level A—Clay County, Western District**

A.3.1 With regard to the County of Clay, upon a special bankruptcy referral from the Department, the Office of the Clay County Prosecuting Attorney has the responsibility of representing the Department in the United States Bankruptcy Court in the Western District of Missouri and other United States Bankruptcy Courts as necessary for out-of-state bankruptcies filed when the person paying support has an open IV-D case in Missouri.

- a. The contractor shall take additional and necessary actions on IV-D cases: in MACSS, with the parties and/or their legal counsel, and in the United States Bankruptcy Courts.
- b. The assistant Prosecuting Attorney responsible for these bankruptcy referrals from the Department (BAPA) will be sworn in to appear before the United States Bankruptcy Court and will maintain certification so they can file all bankruptcy claims electronically and receive communications electronically in the PACER system.
- c. The BAPA and/or his or her staff shall maintain records on this caseload and shall work the Department to address IV-D issues in the bankruptcy law, the IV-D program's treatment of bankruptcy cases and system issues with MACSS for the cases.
- d. The budget for these activities will be incorporated into a single IV-D budget for the contractor and approved by the Department as set forth in this agreement.
- e. The BAPA and/or his or her staff must follow all the other requirements set forth in this IV-D County Reimbursement Cooperative Agreement as they pertain to their representation of the Department in bankruptcy cases, including but not limited to the requirements in section 3.2.14

**A.4 Department Level A Responsibilities**

- A.4.1 The Department will measure the contractor's performance based on federal performance measures in accordance with 45 CFR 305.2, and by utilizing data from MACSS or the Managed Reporting program located at: [http://ssrvfocp/ibi\\_apps/login/mr/mr\\_login.jsp](http://ssrvfocp/ibi_apps/login/mr/mr_login.jsp).

**B. Level B County**

- B.1 In the event the County is designated as a Level B County, the County shall comply with the additional following requirements.

**B.2 Definitions**

- B.2.1 Jackson County "Family Support Division" cases: Cases for support collection or paternity determination services under Title IV-D of the Social Security Act wherein the applicant is a resident of Jackson County or which would otherwise be assigned to the Kansas City offices of the Family Support Division under existing practice and procedures, except for Jackson County Prosecuting Attorney cases.
- B.2.2 Jackson County "Prosecuting Attorney" cases: Cases for support collection services under Title IV-D of the Social Security Act where in the applicant is a Jackson County resident who as Head of Household has never received and is not receiving either cash or non-cash benefits or assistance under Title IV-A or XIX of the Social Security Act nor has a prior companion Temporary Assistance for Needy Families (TANF) case as a result of prior IV-A eligibility on the part of the applicant or involved family. Cases for paternity determination services under the Title IV-D of the Social Security Act where in the applicant is a Jackson County Resident.

**B.3 Prosecuting Attorney's (PA) Office Level B Responsibilities**

- B.3.1 The PA shall provide the following IV-D services on cases they have the sole responsibility for:
- Establishing paternity;
  - Establishing and modifying child support obligations;
  - Enforcing child, spousal and medical support obligations;
    - The PA shall provide support enforcement services to individuals pursuant to 45 CFR 302.31 and 45 CFR 302.33.
    - The PA shall secure, establish, and enforce medical support obligations pursuant to 45 CFR 303.30, 45 CFR 303.32, 454.600 through 454.700, RSMo, and procedures established by the Department.
  - Cooperating with other states, tribes, and countries where there is a Federal Reciprocating Agreement or a bilateral agreement;
  - Conducting manual location activities as needed to supplement the automated system's location activities; and
  - For cases requiring or requesting a review and adjustment, utilizing procedures established by the Department and in accordance with 452.370, 454.496, 454.498 and 454.500, RSMo.
- B.3.2 The PA shall be in full compliance with federal audit requirements and established Departmental procedures as set forth in the procedural and forms manuals and the Missouri Automated Child Support System (MACSS) Quick Reference Guide when providing the services stated herein.
- The Child Support Procedural Manual can be located at: <https://dssintranet.mo.gov/dss-fsd-child-support/child-support-manual/>
  - The Missouri Automated Child Support System (MACSS) Quick Reference Guide can be located at: <http://10.60.16.82/fsd/training/CSE/MACSSORG/index.html>

**B.4 Department Level B Responsibilities**

- B.4.1 The Department will measure the contractor's performance based on federal performance measures in accordance with 45 CFR 305.2, and by utilizing data from MACSS or the Managed Reporting program ([http://ssrvfocp/ibi\\_apps/login/mr/mr\\_login.jsp](http://ssrvfocp/ibi_apps/login/mr/mr_login.jsp)).

### **C. Level C County**

- C.1 In the event the County is designated as a Level C County, there are no additional requirements unless the county/city is handling bankruptcy cases for the Department.
- C.2 **Requirements for PA Representation in Bankruptcy Actions —Level C—St. Louis City Circuit, Eastern District**
- C.2.1 With regard to the County of St. Louis City, upon a special bankruptcy referral from the Department, the Office of St. Louis City Circuit Attorney has the responsibility of representing the Department in the United States Bankruptcy Court in the Eastern District of Missouri.
- a. The contractor shall take additional and necessary actions on IV-D cases: in MACSS, with the parties and/or their legal counsel, and in the United States Bankruptcy Court, Eastern District of Missouri.
  - b. The assistant Circuit Attorney responsible for these bankruptcy referrals from the Department (BACA) will be sworn in to appear before the United States Bankruptcy Court and will maintain certification so that they can file all bankruptcy claims electronically and receive communications electronically in the PACER system.
  - c. The BACA and/or his or her staff shall maintain records on all referrals made by the Department and shall work with the Department to address IV-D issues in the bankruptcy law, the IV-D program's treatment of bankruptcy cases and system issues with MACSS for the cases.
  - d. The budget for these activities will be incorporated into a single IV-D budget for the contractor and approved by the Department as set forth in this agreement.
  - e. The BACA and/or his or her staff must also follow all the other requirements set forth in the IV-D County Reimbursement Cooperative Agreement as they pertain to their representation of the Department in bankruptcy cases, including but not limited to the requirements in section 3.2.14.

### **D. Multi-County Project**

- D.1 In the event the County is designated/identified as a participant in a Multi-County Project (Project), the County shall comply with the additional following requirements, as applicable.
- D.2 **Project Participants:** The Project shall consist of the counties listed in the table below. The county labeled with an asterisk (\*) shall be designated as the "Host" County for the Project.

|                                 |                    |                    |
|---------------------------------|--------------------|--------------------|
| Insert County Name<br>Greene *  | Insert County Name | Insert County Name |
| Insert County Name<br>Christian | Insert County Name | Insert County Name |
| Insert County Name<br>Taney     | Insert County Name | Insert County Name |

### **D.3 Project Collaboration**

- D.3.1 The contractor shall collaborate with the other counties' elected Prosecutor, Circuit Clerk, and County Commissioners, as required, to ensure successful delivery of child support enforcement services.

### **D.4 Host County Responsibilities**

- D.4.1 The Host County shall serve as the lead entity for the Project.
- D.4.2 The Host County shall establish and identify an office for the primary location for the Project.
- D.4.3 The Host County shall utilize the Elected Prosecuting Attorney or employ Assistant Prosecuting Attorney(s) and support staff for fulfilling the requirements of this contract.
- a. The personnel required above shall spend one hundred percent (100%) of the time working on child support activities unless approved by the department to utilize part time work, If any staff are approved to work part time on child support activities, staff must complete time logs to identify the amount of time spent on IV-D activities for reimbursement.

b. The Host County shall take the necessary steps, as required by law, to appoint/commission the individuals hired as assistant prosecuting attorneys for each of the counties participating in the Project, thereby conferring on the assistant prosecuting attorneys all of the authority, duties and responsibilities of said office for each county participating in the Project.

1) The Host County may limit said commission to child support services at the option of each participating county.

D.4.4 The Host County shall appropriate sufficient funds to compensate required personnel and to provide for the investigation and litigation of cases referred to the Project.

D.5 **Reimbursements to the Host County**

D.5.1 The contractor (Non-host County) shall reimburse the Host County for the non-host county's share of expenditures made to fulfill the requirements of the Project.

D.5.2 The contractor (Non-host County) shall reimburse the Host County in accordance with the applicable percentage share listed in the table below. The percentages are derived from the most recent United States Census Bureau data.

|                                              |                          |                          |
|----------------------------------------------|--------------------------|--------------------------|
| Insert County Name and %<br>Greene 68.07%    | Insert County Name and % | Insert County Name and % |
| Insert County Name and %<br>Christian 19.15% | Insert County Name and % | Insert County Name and % |
| Insert County Name and %<br>Taney 12.78%     | Insert County Name and % | Insert County Name and % |

## Exhibit # 1 - Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization

### Business Entity Certification:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

**BOX A:** To be completed by a non-business entity as defined below.

**BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm).

**BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

**Business entity**, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

### **BOX A – Currently Not a Business Entity**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under \_\_\_\_\_ (Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Social Services with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
County Commissioner/Executive Name  
(Please Print)

\_\_\_\_\_  
County Commissioner/Executive Signature

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

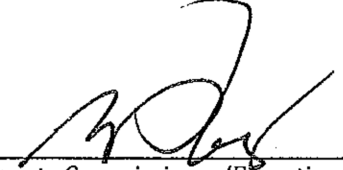
## Exhibit # 1 (continued)

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

### Box B – Current Business Entity Status

I certify that County of Christian, Missouri (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Ralph Phillips  
County Commissioner/Executive Business Entity  
Representative's Name (Please Print)

  
County Commissioner/Executive Business  
Entity Representative's Signature

County of Christian, Missouri  
Business Entity Name

12/13/2022  
Date

ralphphillips@christiancountymo.gov  
E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- ☒ Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☒ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security - Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☒ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

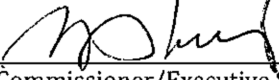
## Exhibit # 1 (continued)

### Affidavit of Work Authorization

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Ralph Phillips (Name of Business Entity Authorized Representative) as Presiding Commissioner (Position/Title) first being duly sworn on my oath, affirm County of Christian, Missouri (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that County of Christian, Missouri (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

 Ralph Phillips  
County Commissioner/Executive Signature Printed Name

Presiding Commissioner 12/20/2022  
Title Date

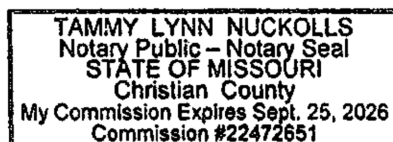
ralphphillips@christiancountymmo.gov 188252  
E-Mail Address E-Verify Company ID Number

Subscribed and sworn to before me this 20 of DEC. 2022 I am commissioned as a  
(DAY) (MONTH, YEAR)

notary public commissioned as a notary public within the County of CHRISTIAN, State of  
(NAME OF COUNTY)

MISSOURI and my commission expires on SEPT. 25, 2026  
(NAME OF STATE) (DATE)

 12-20-22  
Signature of Notary Date



## Exhibit # 1 (continued)

**(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)**

### BOX C - Affidavit on File - Current Business Entity Status

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security - Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency or Public University\*** to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University - St. Louis; Missouri Southern State University - Joplin; Missouri Western State University - St. Joseph; Northwest Missouri State University - Maryville; Southeast Missouri State University - Cape Girardeau.

Date of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(if known)

\_\_\_\_\_  
County Commissioner/Executive Business Entity  
Representative's Name (Please Print)

\_\_\_\_\_  
County Commissioner/Executive Business  
Entity Representative's Signature

\_\_\_\_\_  
E-Verify MOU Company ID Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

### FOR STATE USE ONLY

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

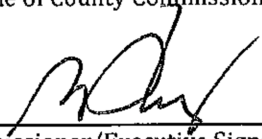
## Exhibit # 2 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

*This certification is required by 2CFR Part 180.*

***(Before completing certification, read instructions for certification below)***

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

Ralph Phillips, Presiding Commissioner  
Name and Title of County Commissioner/Executive



County Commissioner/Executive Signature

12/13/2022  
Date

### Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

### EXHIBIT #3

#### **Registration of Business Name (if applicable) with the Missouri Secretary of State:**

The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo, identify the specific section of 351.572 RSMo, which supports the exemption.

|                                                                                                                                                             |                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| N/A                                                                                                                                                         | N/A                 |
| <i>Charter Number (if applicable)</i>                                                                                                                       | <i>Company Name</i> |
| If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo, identify the section of 351.572 to support the exemption: |                     |

If your business entity is not registered, you may go to the link provided below to register:

[www.sos.mo.gov/fileonline](http://www.sos.mo.gov/fileonline)

If you believe your business entity is exempt from registering with the Secretary of State due to one of the specific exemptions contained in the Missouri Revised Statutes, please indicate in your response the specific exemption that applies to your business entity.

Below are the exemption sections of the Missouri Revised Statutes for the most popular business entity types:

1. General Business - section 351.572, RSMo, located at:  
<http://revisor.mo.gov/main/OneSection.aspx?section=351.572&bid=18804&hl=>
2. Limited Liability Company - section 347.163.5, RSMo, located at:  
<http://revisor.mo.gov/main/OneSection.aspx?section=347.163&bid=18500&hl=>
3. Limited Partnership - section 359.551.5, RSMo, located at:  
<http://revisor.mo.gov/main/OneSection.aspx?section=359.551&bid=19476&hl=>
4. Non-Profit - section 355.751.2, RSMo, located at:  
<http://revisor.mo.gov/main/OneSection.aspx?section=355.751&bid=19289&hl=>
5. Professional Corporation - section 356.231, RSMo, located at:  
<http://revisor.mo.gov/main/OneSection.aspx?section=356.231&bid=19340&hl=>

Note: Limited Liability Partnerships have no exemptions.

For questions regarding registration, contact the Missouri Secretary of State at:

[corporations@sos.mo.gov](mailto:corporations@sos.mo.gov) or (573) 751-4153 (toll free 866-223-6535)

**Exhibit # 4: Federal Funding Accountability and Transparency Act (FFATA) Data Form**

*\*See instructions for additional information*

|                                   |                                                                   |       |    |               |            |
|-----------------------------------|-------------------------------------------------------------------|-------|----|---------------|------------|
| Legal Business Name of Entity     | County of Christian, Missouri                                     |       |    |               |            |
| Doing Business As (if different)  | N/A                                                               |       |    |               |            |
| Street Address                    | 100 W Church Street                                               |       |    |               |            |
| City                              | Ozark                                                             | State | MO | Zip Code + 4* | 65721-6901 |
| UEI Number*                       | TR6UMEYLG TJ1                                                     |       |    |               |            |
| Parent Organization's UEI Number* | N/A                                                               |       |    |               |            |
| Principal Place of Performance*   | Same as directly above (this page)                                |       |    |               |            |
| Contact Person's Name / Title     | Brian Neal, 1st Assistant Prosecutor-Child Support, Greene County |       |    |               |            |
| Contact Person Phone Number       | 417-868-4126                                                      |       |    |               |            |
| Contact Person E-Mail             | Bneal@greencountymo.gov                                           |       |    |               |            |

**Executive Compensation Information\***

*\*Complete this section if required. See instructions for additional information before completing.*

N/A

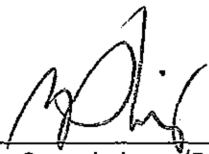
List the organization's top five most highly compensated executives for the preceding contractor fiscal year.

| Name | Amount |
|------|--------|
| 1.   |        |
| 2.   |        |
| 3.   |        |
| 4.   |        |
| 5.   |        |

**Certification:**

I attest the facts stated above are true and correct.

I understand the information provided will be reported by the Department of Social Services to the FFATA Subaward Reporting System (FSRS) and the information will be accessible to the public.



County Commissioner/Executive Signature

Ralph Phillips  
Printed Name

Presiding Commissioner  
Title

12/13/2022  
Date

## **Instructions for Completing the FFATA Data Form**

### **Zip Code + 4**

This is the four digit zip code extension available at <http://zip4.usps.com/zip4/welcome.jsp>

### **UEI Number**

The Unique Entity ID (UEI) Number is a twelve character alphanumeric ID assigned to an entity by SAM.gov.

UEI Number assignment is FREE for all businesses required to register with the US Federal government for contracts. See <http://SAM.gov>.

### **Parent Organization's UEI Number**

Complete if applicable. This is typically used by large organizations with multiple facilities in several locations. The parent organization's number is number assigned to the headquarters for the operation.

### **Principal Place of Performance**

Complete if the primary place of performance is different than the address listed above.

### **Executive Compensation Information**

×

*Review the following questions to determine whether you are required to report executive compensation information.*

1. In your preceding completed fiscal year, did your business or organization receive:
  - a. 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; and
  - b. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act?

☐ Yes      ☒ No

*Note: If the answer to either Question 1a or 1b is "No", your organization's compensation information is not required. Do not complete the Executive Compensation Information section of the FFATA Data Form.*

***Note: If the answer to both 1a and 1b is "Yes", proceed to Question 2.***

2. Does the public have access to the information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 [15 U.S.C. 78M(a), 78o(d)] or section 6104 of the Internal Revenue Code of 1986? *(To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission's total compensation filings at <http://www.sec.gov/answers/execomp.htm>*

☐ Yes      ☐ No

*Note: If the answer to Question # 2 is "Yes", your organization's executive compensation information is not required.*

***Note: If the answer to Question #2 is "No", you are required to complete the Executive Compensation Information section of the FFATA Data Form.***

### **Definitions**

"Executive" means officers, managing partners, or any other employees in management positions.

"Total compensation" means the cash and non-cash dollar value earned by the executives during the preceding fiscal year and includes items such as salary, bonuses, stock awards, incentive plans, pension plans, deferred compensation, etc.

Additional information about reporting compensation is available at:

[https://www.fsrcs.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsrcs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)

## **Exhibit # 5 – Assurance for Safeguarding IRS/SSA Restrictions/Penalties**

### **1. PERFORMANCE**

- 1.1 In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
- a. All work will be performed under the supervision of the contractor or the contractor's responsible employees.
  - b. Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
  - c. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
  - d. No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
  - e. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
  - f. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

### **2. CRIMINAL/CIVIL SANCTIONS**

- 2.1 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure.
- a. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- 2.2 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.
- 2.3 Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- 2.4 Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213 and 7213A (see Exhibit 6, IRC Sec. 7431 *Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, IRC Sec. 7213 *Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### **3. INSPECTION**

- 3.1 The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

### **4. CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES**

#### **4.1 Performance:**

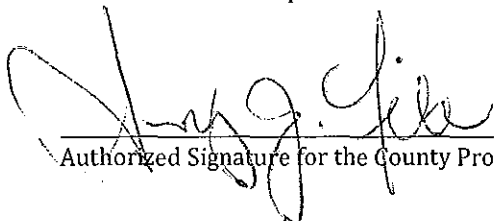
- 4.1.1 In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
- a. All work will be done under the supervision of the contractor or the contractor's employees.
  - b. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
  - c. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
  - d. The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
  - e. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
  - f. All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
  - g. No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
  - h. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
  - i. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

4.2 **Criminal/Civil Sanctions:**

- 4.2.1 Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- 4.2.2 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
- 4.2.3 Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- 4.2.4 Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213 and 7213A (see Exhibit 6, IRC Sec. 7431 *Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, IRC Sec. 7213 *Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

4.3 **Inspection:**

- 4.3.1 The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

  
Authorized Signature for the County Prosecuting Attorney

12/20/2022  
Date

TAXATION DIVISION  
PO BOX 3666  
JEFFERSON CITY, MO 65105-3666



*Missouri*  
DEPARTMENT OF REVENUE

Telephone: 573-751-9268  
Fax: 573-522-1265  
E-mail: [taxclearance@dor.mo.gov](mailto:taxclearance@dor.mo.gov)

COUNTY OF CHRISTIAN  
100 W CHURCH ST RM 206  
OZARK, MO 65721-6901

10/28/2022

RE: FEDERAL IDENTIFICATION NUMBER: 446000473

Notice Number 2034063006

Dear Sir or Madam:

The Missouri Department of Revenue received your request for a Vendor No Tax Due in accordance with Section 34.040.7, RSMo.

Enclosed please find the requested Vendor No Tax Due.

If you require additional information, contact the Taxation Division at the above address, telephone number, fax number, or e-mail.

TAXATION DIVISION

Enclosure

TAXATION DIVISION  
PO BOX 3666  
JEFFERSON CITY, MO 65105-3666



*Missouri*  
DEPARTMENT OF REVENUE

Telephone: 573-751-9268  
Fax: 573-522-1265  
E-mail: [taxclearance@dor.mo.gov](mailto:taxclearance@dor.mo.gov)

---

## VENDOR NO TAX DUE

COUNTY OF CHRISTIAN  
100 W CHURCH ST RM 206  
OZARK, MO 65721-6901

DATE ISSUED: 10/28/2022  
VALID THROUGH: 01/26/2023

FEDERAL IDENTIFICATION NUMBER: 446000473

The Missouri Department of Revenue certifies that based on the information provided, the above listed taxpayer or vendor and its disclosed affiliates do not sell taxable tangible personal property or provide taxable services in the State of Missouri. The above vendor and its disclosed affiliates are in compliance with Section 34.040.7, RSMo.

This statement is not to be construed as limiting the authority of the Director of Revenue to pursue collection of liabilities resulting from final litigation, default in payment of any installment agreement entered into with the Director of Revenue, any successor liability that may become due in the future, or audits or reviews of the taxpayer's records as provided by law.

This certificate will remain valid until such time as the business activity changes. Please note that any change in or deviation from the operation of this business as originally described will render this letter inapplicable.

TAXATION DIVISION



## CHRISTIAN COUNTY ANNUAL REPORT

### ANNUAL REPORT

DECEMBER 1, 2021 THRU NOVEMBER 30, 2022

#### 1. FILED CHARGES

| CHARGES FILED FROM 12/1/2020 TO 11/30/2022                                                                                                   | CHARGES FILED <sup>1</sup> |
|----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| FELONIES                                                                                                                                     | 1,336                      |
| MISDEMEANORS, INFRACTIONS, AND COUNTY ORDERS                                                                                                 | 5,186                      |
| JUVENILE                                                                                                                                     | 384                        |
| <b>TOTAL CHARGES FILED</b>                                                                                                                   | <b>6,906</b>               |
| <sup>1</sup> All data is reported from case management system – Filing Charge Summary Report. (all charges report and felony charges report) |                            |

The number of felony charges and misdemeanor charges filed during 2022 reporting years is very similar to the total number for 2021. There is a slight increase for each as compared to 2021. Beginning in January of 2022, the juvenile caseload was added to our office. The position previously part-time contract became a full-time employee. For most of 2022 this position was partially funded through a 12-month non-renewable Crime Against Children grant.

Compared to five years ago, this represents a 17.5% increase in the total number of misdemeanor and felony charges filed as compared to the 2017 reporting year. The number of felony charges filed in 2022 is very similar though slightly less than the number of felony charges filed 2017. In the last 12 years, 2022 and 2017 are the two years that represent the highest number of felony charges filed in a year. In 2022 there were over 1,000 more misdemeanor charges filed as compared to the number of misdemeanor charges filed in 2017. This represents an increase of over 24% in the number of misdemeanor charges filed as compared to the 2017 reporting year.

| CHARGES FILED FROM 12/1/2020 TO 11/30/2021                                                                                                   | CHARGES FILED <sup>1</sup> |
|----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| FELONIES                                                                                                                                     | 1,300                      |
| MISDEMEANORS, INFRACTIONS, AND COUNTY ORDERS                                                                                                 | 5,110                      |
| <b>TOTAL CHARGES FILED</b>                                                                                                                   | <b>6,410</b>               |
| <sup>1</sup> All data is reported from case management system – Filing Charge Summary Report. (all charges report and felony charges report) |                            |

| CHARGES FILED FROM 12/1/2019 TO 11/30/2020   | CHARGES FILED <sup>1</sup> |
|----------------------------------------------|----------------------------|
| FELONIES                                     | 861                        |
| MISDEMEANORS, INFRACTIONS, AND COUNTY ORDERS | 5,437                      |
| <b>TOTAL CHARGES FILED</b>                   | <b>6,298</b>               |

<sup>1</sup>All data is reported from case management system – Filing Charge Summary Report. (all charges report and felony charges report)

| <b>CHARGES FILED FROM 12/1/2018 TO 11/30/2019</b>                                                                                            | <b>CHARGES FILED<sup>1</sup></b> |
|----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| FELONIES                                                                                                                                     | 1,164                            |
| MISDEMEANORS, INFRACTIONS, AND COUNTY ORDERS                                                                                                 | 5,951                            |
| <b>TOTAL CHARGES FILED</b>                                                                                                                   | <b>7,115</b>                     |
| <sup>1</sup> All data is reported from case management system – Filing Charge Summary Report. (all charges report and felony charges report) |                                  |

| <b>CHARGES FILED FROM 12/1/2017 TO 11/30/2018</b>                                                                                            | <b>CHARGES FILED<sup>1</sup></b> |
|----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| FELONIES                                                                                                                                     | 1,257                            |
| MISDEMEANORS, INFRACTIONS, AND COUNTY ORDERS                                                                                                 | 4,809                            |
| <b>TOTAL CHARGES FILED</b>                                                                                                                   | <b>6,066</b>                     |
| <sup>1</sup> All data is reported from case management system – Filing Charge Summary Report. (all charges report and felony charges report) |                                  |

| <b>CHARGES FILED FROM 12/1/2016 TO 11/30/2017</b>                                             | <b>CHARGES FILED<sup>1</sup></b> |
|-----------------------------------------------------------------------------------------------|----------------------------------|
| FELONIES                                                                                      | 1,377                            |
| MISDEMEANORS, INFRACTIONS, AND COUNTY ORDERS                                                  | 4,174                            |
| <b>TOTAL CHARGES FILED</b>                                                                    | <b>5,551</b>                     |
| <sup>1</sup> All data is reported from case management system – Filing Charge Summary Report. |                                  |

| <b>CHARGES FILED FROM 12/1/2015 TO 11/30/2016</b>              | <b>CHARGES FILED<sup>1</sup></b> |
|----------------------------------------------------------------|----------------------------------|
| FELONIES                                                       | 1,077                            |
| MISDEMEANORS, INFRACTIONS, AND COUNTY ORDERS                   | 4,050                            |
| <b>TOTAL CHARGES FILED</b>                                     | <b>5,127</b>                     |
| <sup>1</sup> All data is reported from case management system. |                                  |

| <b>CHARGES FILED FROM 12/1/2014 TO 11/30/2015</b>              | <b>CHARGES FILED<sup>1</sup></b> |
|----------------------------------------------------------------|----------------------------------|
| FELONIES                                                       | 1,141                            |
| MISDEMEANORS, INFRACTIONS, AND COUNTY ORDERS                   | 3,862                            |
| <b>TOTAL CHARGES FILED</b>                                     | <b>5,003</b>                     |
| <sup>1</sup> All data is reported from case management system. |                                  |

| <b>CHARGES FILED FROM 12/1/2013 TO 11/30/2014</b>              | <b>CHARGES FILED<sup>1</sup></b> |
|----------------------------------------------------------------|----------------------------------|
| FELONIES                                                       | 889                              |
| MISDEMEANORS, INFRACTIONS, AND COUNTY ORDERS                   | 3,695                            |
| <b>TOTAL CHARGES FILED</b>                                     | <b>4,584</b>                     |
| <sup>1</sup> All data is reported from case management system. |                                  |

| CHARGES FILED FROM 12/1/2012 TO 11/30/2013                     |  | CHARGES FILED <sup>1</sup> |
|----------------------------------------------------------------|--|----------------------------|
| FELONIES                                                       |  | 900                        |
| MISDEMEANORS, INFRACTIONS, AND COUNTY ORDERS                   |  | 4,050                      |
| <b>TOTAL CHARGES FILED</b>                                     |  | <b>4,950</b>               |
| <sup>1</sup> All data is reported from case management system. |  |                            |

| CHARGES FILED FROM 12/1/2011 TO 11/30/2012                     |  | CHARGES FILED <sup>1</sup> |
|----------------------------------------------------------------|--|----------------------------|
| FELONIES                                                       |  | 665                        |
| MISDEMEANORS, INFRACTIONS, AND COUNTY ORDERS                   |  | 3,537                      |
| <b>TOTAL CHARGES FILED</b>                                     |  | <b>4,202</b>               |
| <sup>1</sup> All data is reported from case management system. |  |                            |

| CHARGES FILED FROM 12/1/2010 TO 11/30/2011                                                 |  | CHARGES FILED <sup>2</sup> |
|--------------------------------------------------------------------------------------------|--|----------------------------|
| FELONIES                                                                                   |  | 696                        |
| MISDEMEANORS, INFRACTIONS, AND COUNTY ORDERS                                               |  | 3,502                      |
| <b>TOTAL CHARGES FILED</b>                                                                 |  | <b>4,198<sup>1</sup></b>   |
| <sup>1</sup> The 4,198 charges filed resulted in 3,190 cases filed with the Circuit Court. |  |                            |
| <sup>2</sup> All data is reported from case management system.                             |  |                            |

**2. REFERRALS FROM LAW ENFORCEMENT**

| 12/1/21 to 11/30/22  | MISDEMEANOR | FELONY | TOTAL <sup>1</sup> |
|----------------------|-------------|--------|--------------------|
| Charges Referred     |             |        | 8,209              |
| Charges Under Review |             |        | 283                |
| Charges Issued       |             |        | 6,597              |
| Charges Refused      |             |        | 1,329              |
| Charges Reviewed     |             |        | 8,209              |

<sup>1</sup> From Referral by Status Report. This report no longer breaks down into felony and misdemeanor.

The above chart reflects what occurred with the 8,209 specific charges that were referred from law enforcement between December 1, 2021 and November 30, 2022. There was slightly more than a 6% increase in the number of referrals received during the 2022 reporting year as compared to the 2021 reporting year. For a five year look back it is approximately a 30% increase in the number of referrals received as compared to the 2017 reporting year.

| 12/1/20 to 11/30/21  | MISDEMEANOR | FELONY | TOTAL <sup>1</sup> |
|----------------------|-------------|--------|--------------------|
| Charges Referred     |             |        | 7,624              |
| Charges Under Review |             |        | 971                |
| Charges Issued       |             |        | 6,203              |
| Charges Refused      |             |        | 450                |
| Charges Reviewed     |             |        | 7,624              |

<sup>1</sup> From Referral by Status Report. This report no longer breaks down into felony and misdemeanor.

| 12/1/19 to 11/30/20  | MISDEMEANOR | FELONY | TOTAL <sup>1</sup> |
|----------------------|-------------|--------|--------------------|
| Charges Referred     |             |        | 7,726              |
| Charges Under Review |             |        | 731                |
| Charges Issued       |             |        | 6,438              |
| Charges Refused      |             |        | 557                |
| Charges Reviewed     |             |        | 7,726              |

<sup>1</sup> From Referral by Status Report. This report no longer breaks down into felony and misdemeanor.

| 12/1/18 to 11/30/19  | MISDEMEANOR | FELONY | TOTAL <sup>1</sup> |
|----------------------|-------------|--------|--------------------|
| Charges Referred     |             |        | 8,789              |
| Charges Under Review |             |        | 500                |
| Charges Issued       |             |        | 7,546              |
| Charges Refused      |             |        | 742                |
| Charges Reviewed     |             |        | 8,788              |

<sup>1</sup> From Referral by Status Report. This report no longer breaks down into felony and misdemeanor.

| 12/1/17 to 11/30/18                                                                                                                                                                                                                                                                                                                                               | MISDEMEANOR | FELONY | TOTAL <sup>1</sup> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------|--------------------|
| Charges Referred                                                                                                                                                                                                                                                                                                                                                  |             |        | 6,972              |
| Charges Under Review                                                                                                                                                                                                                                                                                                                                              |             |        | 151                |
| Charges Issued                                                                                                                                                                                                                                                                                                                                                    |             |        | 6,280              |
| Charges Refused                                                                                                                                                                                                                                                                                                                                                   |             |        | 541                |
| Charges Reviewed                                                                                                                                                                                                                                                                                                                                                  |             |        | 6,972              |
| <sup>1</sup> From Referral by Status Report – under current report not able to select for felony or misdemeanor – (can select by charge code; however, given there are more than 5,100 charges codes it is time prohibitive to individually select charge codes and therefore no longer able to provide the information separated for misdemeanors and felonies.) |             |        |                    |

| 12/1/16 to 11/30/17                                                                                                                                                                                                                                                                                                                                         | MISDEMEANOR | FELONY | TOTAL <sup>1</sup> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------|--------------------|
| Charges Referred                                                                                                                                                                                                                                                                                                                                            |             |        | 6,319              |
| Charges Under Review                                                                                                                                                                                                                                                                                                                                        |             |        | 153                |
| Charges Issued                                                                                                                                                                                                                                                                                                                                              |             |        | 5,759              |
| Charges Refused                                                                                                                                                                                                                                                                                                                                             |             |        | 407                |
| Charges Reviewed                                                                                                                                                                                                                                                                                                                                            |             |        | 6,319              |
| <sup>1</sup> From Referral by Status Report – under current report not able to select for felony or misdemeanor – (can select by charge code; however, given there are more than 5,100 charges codes it is time prohibitive to individually select charge codes and therefore not able to provide the information separated for misdemeanors and felonies.) |             |        |                    |

| 12/1/15 to 11/30/16                                                                                                            | MISDEMEANOR | FELONY | TOTAL <sup>2</sup> |
|--------------------------------------------------------------------------------------------------------------------------------|-------------|--------|--------------------|
| Charges Referred                                                                                                               | 4,443       | 1,334  | 5,777              |
| Charges Under Review <sup>1</sup>                                                                                              | 80          | 103    | 183                |
| Charges Issued                                                                                                                 | 4,050       | 1,077  | 5,127              |
| Charges Refused                                                                                                                | 314         | 154    | 468                |
| Charges Reviewed                                                                                                               | 4,443       | 1,334  | 5,777              |
| <sup>1</sup> Charges that a prosecutor has reviewed and that are on HOLD awaiting additional information from law enforcement. |             |        |                    |
| <sup>2</sup> All data is from the case management system - Referral by Status Reports                                          |             |        |                    |

| 12/1/14 to 11/30/15                                                                                                            | MISDEMEANOR | FELONY | TOTAL <sup>2</sup> |
|--------------------------------------------------------------------------------------------------------------------------------|-------------|--------|--------------------|
| Charges Referred                                                                                                               | 4,325       | 1,379  | 5,704              |
| Charges Under Review <sup>1</sup>                                                                                              | 39          | 40     | 79                 |
| Charges Issued                                                                                                                 | 3,862       | 1,141  | 5,003              |
| Charges Refused                                                                                                                | 424         | 198    | 622                |
| Charges Reviewed                                                                                                               | 4,325       | 1,379  | 5,704              |
| <sup>1</sup> Charges that a prosecutor has reviewed and that are on HOLD awaiting additional information from law enforcement. |             |        |                    |
| <sup>2</sup> All data is from the case management system - Referral by Status Reports                                          |             |        |                    |

| 12/1/13 to 11/30/14                                                                                                            | MISDEMEANOR | FELONY | TOTAL <sup>2</sup> |
|--------------------------------------------------------------------------------------------------------------------------------|-------------|--------|--------------------|
| Charges Referred                                                                                                               | 4,166       | 1,174  | 5,340              |
| Charges Under Review <sup>1</sup>                                                                                              | 72          | 97     | 169                |
| Charges Issued                                                                                                                 | 3,695       | 889    | 4,584              |
| Charges Refused                                                                                                                | 505         | 288    | 793                |
| Charges Reviewed                                                                                                               | 4,272       | 1,274  | 5,546              |
| <sup>1</sup> Charges that a prosecutor has reviewed and that are on HOLD awaiting additional information from law enforcement. |             |        |                    |

<sup>2</sup> All data is from the case management system.

| 12/1/12 to 11/30/13               | MISDEMEANOR  | FELONY       | TOTAL <sup>2</sup> |
|-----------------------------------|--------------|--------------|--------------------|
| Charges Referred                  | 4,512        | 1,119        | 5,631              |
| Charges Under Review <sup>1</sup> | 75           | 56           | 131                |
| Charges Issued                    | 4,050        | 900          | 4,950              |
| Charges Refused                   | 405          | 177          | 582                |
| Charges Reviewed                  | <b>4,530</b> | <b>1,133</b> | <b>5,663</b>       |

<sup>1</sup> Charges that a prosecutor has reviewed and that are on HOLD awaiting additional information from law enforcement.<sup>2</sup> All data is from the case management system.

| 12/1/11 to 11/30/12               | MISDEMEANOR  | FELONY     | TOTAL <sup>2</sup> |
|-----------------------------------|--------------|------------|--------------------|
| Charges Referred                  | 4,260        | 932        | 5,192              |
| Charges Under Review <sup>1</sup> | 84           | 86         | 170                |
| Charges Issued                    | 3,537        | 665        | 4,202              |
| Charges Refused                   | 669          | 181        | 850                |
| Charges Reviewed                  | <b>4,290</b> | <b>932</b> | <b>5,222</b>       |

<sup>1</sup> Charges that a prosecutor has reviewed and that are on HOLD awaiting additional information from law enforcement.<sup>2</sup> All data is from the case management system.

| 12/1/10 to 11/30/11             | MISDEMEANOR              | FELONY                   | TOTAL <sup>3</sup>         |
|---------------------------------|--------------------------|--------------------------|----------------------------|
| Charges Referred                | 3,126                    | 545                      | 3,663                      |
| Cases Under Review <sup>1</sup> | 29                       | 84                       | 113                        |
| Charges Issued                  | 3,502                    | 696                      | 4,198                      |
| Charges Refused                 | 517                      | 253                      | 770                        |
| Charges Reviewed                | <b>4,048<sup>4</sup></b> | <b>1,033<sup>4</sup></b> | <b>5,081<sup>2,4</sup></b> |

<sup>1</sup> Cases that a prosecutor has reviewed and that are on HOLD awaiting additional information from law enforcement.<sup>2</sup> The number may be underreported because the Case Management System tracks cases under review by defendant instead of by charges.<sup>3</sup> All data is from the case management system.<sup>4</sup> The greater number reviewed versus charges referred is due to a backlog of referrals that existed as of January 1, 2011.

### 3. BREAKDOWN OF CRIMINAL CASES CLOSED BY CCPA

| 12/1/21 to 11/30/22             | FELONY                                                               | MISDEMEANORS <sup>3</sup>                                                                                          | TOTAL <sup>1</sup>                    |
|---------------------------------|----------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| Guilty Pleas                    | 818 counts                                                           | 3,035 counts                                                                                                       | <b>3,853 guilty pleas</b>             |
| Jury Trials                     | 1 felony jury trial<br>(2 counts not guilty)                         | 0 jury trials                                                                                                      | <b>1 jury trial<br/>(2 counts)</b>    |
| Bench Trials                    | 4 felony bench trials<br>(2 counts guilty)<br>(11 counts not guilty) | 4 misd bench trial<br>(4 counts guilty)<br>(2 counts from felony<br>bench trial – guilty)<br>(1 counts not guilty) | <b>8 bench trials<br/>(20 counts)</b> |
| Other Dispositions <sup>2</sup> | 957 counts                                                           | 1,158 counts                                                                                                       | <b>2,115 Counts</b>                   |
| <b>TOTALS</b>                   | <b>1,790</b>                                                         | <b>4,200</b>                                                                                                       | <b>5,990</b>                          |

<sup>1</sup> All data is from the case management system. Event report, final disposition summary for felony and for misd  
<sup>2</sup> Includes dispositions such as dismissed per plea to another charge, successful completion of drug court, victim or witness unavailable, deferred prosecution agreement, PCRs, CAFAs and/or defendant now legal, transfer to US Attorney, Special Prosecutor, etc.  
<sup>3</sup> Includes infractions, county orders and other non-felony dispositions.

The chart above reflects a slight decrease of 1.7% in the total disposition of charges as compared to 2021 reporting year. While there was a decrease in the disposition of misdemeanor charges, there was an increase of over 23% in the number of felony charges disposed. This follows the 2021 reporting year that reflected an almost 24% increase the number of felony charges disposed as compared to the previous year. It is the second highest number of total charges disposed in the last 12 years. It is the highest number of felony charges disposed in the last 12 years.

A five year look back reflects more than an 18% increase in the total number of charges disposed during the 2022 reporting year as compared to the 2017 reporting year. There was over an 8% increase in the number of felony charges disposed during the 2022 reporting year as compared to the 2017 reporting year. For misdemeanor charges it reflects an increase of over 23% in number of misdemeanor charges disposed during the 2022 reporting year as compared to the 2017 reporting year.

| 12/1/20 to 11/30/21             | FELONY                                               | MISDEMEANORS <sup>3</sup>                                        | TOTAL <sup>1</sup>                     |
|---------------------------------|------------------------------------------------------|------------------------------------------------------------------|----------------------------------------|
| Guilty Pleas                    | 573 counts                                           | 3,566 counts                                                     | <b>4,139 guilty pleas</b>              |
| Jury Trials                     | 2 felony jury trials<br>(1 guilty)<br>(1 not guilty) | 0 jury trials                                                    | <b>2 jury trials<br/>(2 counts)</b>    |
| Bench Trials                    | 3 felony bench trials<br>(11 counts guilty)          | 9 misd bench trial<br>(8 counts guilty)<br>(2 counts not guilty) | <b>12 bench trials<br/>(21 counts)</b> |
| Other Dispositions <sup>2</sup> | 861 counts                                           | 1,071 counts                                                     | <b>1,932 Counts</b>                    |
| <b>TOTALS</b>                   | <b>1,447</b>                                         | <b>4,647</b>                                                     | <b>6,094</b>                           |

<sup>1</sup> All data is from the case management system. Event report, final disposition summary for felony and for misd<sup>2</sup> Includes dispositions such as dismissed per plea to another charge, successful completion of drug court, victim or witness unavailable, deferred prosecution agreement, PCRs, CAFAs and/or defendant now legal, transfer to US Attorney, Special Prosecutor, etc.<sup>3</sup> Includes infractions, county orders and other non-felony dispositions.

| 12/1/19 to 11/30/20             | FELONY                                                                | MISDEMEANORS <sup>3</sup>                                          | TOTAL <sup>1</sup>                     |
|---------------------------------|-----------------------------------------------------------------------|--------------------------------------------------------------------|----------------------------------------|
| Guilty Pleas                    | 499 counts                                                            | 3,435 counts                                                       | <b>3,934 guilty pleas</b>              |
| Jury Trials                     | 2 felony jury trials<br>(3 counts guilty)<br>(2 counts not guilty)    | 0 jury trials                                                      | <b>2 jury trials<br/>(5 counts)</b>    |
| Bench Trials                    | 6 felony bench trials<br>(18 counts guilty)<br>(11 counts not guilty) | 13 misd bench trial<br>(11 counts guilty)<br>(5 counts not guilty) | <b>19 bench trials<br/>(45 counts)</b> |
| Other Dispositions <sup>2</sup> | 635 counts                                                            | 1,010 counts                                                       | <b>1,645 Counts</b>                    |
| <b>TOTALS</b>                   | <b>1,168</b>                                                          | <b>4,461</b>                                                       | <b>5,629</b>                           |

<sup>1</sup> All data is from the case management system. Event report, final disposition summary for felony and for misd<sup>2</sup> Includes dispositions such as dismissed per plea to another charge, successful completion of drug court, victim or witness unavailable, deferred prosecution agreement, PCRs, CAFAs and/or defendant now legal, transfer to US Attorney, Special Prosecutor, etc.<sup>3</sup> Includes infractions, county orders and other non-felony dispositions.

| 12/1/18 to 11/30/19             | FELONY                                                              | MISDEMEANORS <sup>3</sup>                                          | TOTAL <sup>1</sup>                     |
|---------------------------------|---------------------------------------------------------------------|--------------------------------------------------------------------|----------------------------------------|
| Guilty Pleas                    | 682 counts                                                          | 3,166 counts                                                       | <b>3,848 guilty pleas</b>              |
| Jury Trials                     | 2 felony jury trials<br>(2 counts guilty)<br>(5 counts not guilty)  | 0 jury trials                                                      | <b>2 jury trials (7 counts)</b>        |
| Bench Trials                    | 4 felony bench trials<br>(6 counts guilty)<br>(3 counts not guilty) | 13 misd bench trial<br>(11 counts guilty)<br>(5 counts not guilty) | <b>17 bench trials<br/>(25 counts)</b> |
| Other Dispositions <sup>2</sup> | 701 counts                                                          | 1,201 counts                                                       | <b>1,902 counts</b>                    |
| <b>TOTALS</b>                   | <b>1,399</b>                                                        | <b>4,383</b>                                                       | <b>5,782</b>                           |

<sup>1</sup> All data is from the case management system. Event report, final disposition summary for felony and for misd<sup>2</sup> Includes dispositions such as dismissed per plea to another charge, successful completion of drug court, victim or witness unavailable, deferred prosecution agreement, PCRs, CAFAs and/or defendant now legal, transfer to US Attorney, Special Prosecutor, etc.<sup>3</sup> Includes infractions, county orders and other non-felony dispositions.

| 12/1/17 to 11/30/18             | FELONY                                                                            | MISDEMEANORS <sup>3</sup>                                                                                     | TOTAL <sup>1</sup>                     |
|---------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|----------------------------------------|
| Guilty Pleas                    | 750 counts                                                                        | 2,581 counts                                                                                                  | <b>3,331 guilty pleas</b>              |
| Jury Trials                     | 3 felony jury trials<br>(16 counts guilty)<br>(7 counts guilty alternative count) | 0 jury trials<br>(1 misdemeanor count in felony trial – guilty)                                               | <b>3 jury trials (24 counts)</b>       |
| Bench Trials                    | 2 felony bench trials*<br>(2 counts guilty)<br>(1 count not guilty)               | 9 misdemeanor bench trials<br>(7 counts guilty)<br>(1 finding disposition of animal)<br>(6 counts not guilty) | <b>11 bench trials<br/>(17 counts)</b> |
| Other Dispositions <sup>2</sup> | 869 counts                                                                        | 1,147 counts                                                                                                  | <b>2,016 counts</b>                    |

| <b>TOTALS</b>                                                                                                                                                                                                                                                                  | <b>1,645</b> | <b>3,743</b> | <b>5,388</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------|--------------|
| <sup>1</sup> All data is from the case management system. (Event report, final disposition summary for felony and for misdemeanors.)                                                                                                                                           |              |              |              |
| <sup>2</sup> Includes dispositions such as dismissed per plea to another charge, successful completion of drug court, victim or witness unavailable, deferred prosecution agreement, PCRs, CAFAs and/or defendant now legal, transfer to US Attorney, Special Prosecutor, etc. |              |              |              |
| <sup>3</sup> Includes infractions, county orders and other non-felony dispositions.                                                                                                                                                                                            |              |              |              |
| <sup>*</sup> The bench trials were tried prior to December 1, 2017; however, they were under advisement at the time of last year's report. This reflects the verdicts rendered during the current reporting cycle.                                                             |              |              |              |

| <b>12/1/16 to 11/30/17</b>                                                                                                                                                                                                                                                     | <b>FELONY</b>                                                                                                | <b>MISDEMEANORS<sup>3</sup></b>                                            | <b>TOTAL<sup>1</sup></b>           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|------------------------------------|
| Guilty Pleas                                                                                                                                                                                                                                                                   | 939 counts                                                                                                   | 2,356 counts                                                               | <b>3,295 guilty pleas</b>          |
| Jury Trials                                                                                                                                                                                                                                                                    | 4 felony jury trials<br>(3 counts guilty)<br>(1 count guilty alt count)<br>(9 counts not guilty)             | 0 jury trials                                                              | <b>4 jury trials (13 counts)</b>   |
| Bench Trials                                                                                                                                                                                                                                                                   | 5 felony bench trials<br>(8 counts guilty)<br>(2 counts not guilty)<br>(2 cases – 3 counts under advisement) | 13 misdemeanor bench trials<br>(15 counts guilty)<br>(6 counts not guilty) | <b>18 bench trials (34 counts)</b> |
| Other Dispositions <sup>2</sup>                                                                                                                                                                                                                                                | 687 counts                                                                                                   | 1,034 counts                                                               | <b>1,721 counts</b>                |
| <b>TOTALS</b>                                                                                                                                                                                                                                                                  | <b>1,652</b>                                                                                                 | <b>3,411</b>                                                               | <b>5,063</b>                       |
| <sup>1</sup> All data is from the case management system. (Event report, final disposition summary for felony and for misdemeanors.)                                                                                                                                           |                                                                                                              |                                                                            |                                    |
| <sup>2</sup> Includes dispositions such as dismissed per plea to another charge, successful completion of drug court, victim or witness unavailable, deferred prosecution agreement, PCRs, CAFAs and/or defendant now legal, transfer to US Attorney, Special Prosecutor, etc. |                                                                                                              |                                                                            |                                    |
| <sup>3</sup> Includes infractions, county orders and other non-felony dispositions.                                                                                                                                                                                            |                                                                                                              |                                                                            |                                    |

| <b>12/1/15 to 11/30/16</b>                                                                                                                                                                                                                                                     | <b>FELONY</b>                                                       | <b>MISDEMEANORS<sup>3</sup></b>                                          | <b>TOTAL<sup>1</sup></b>           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|--------------------------------------------------------------------------|------------------------------------|
| Guilty Pleas                                                                                                                                                                                                                                                                   | 686 counts                                                          | 2,665 counts                                                             | <b>3,351 guilty pleas</b>          |
| Jury Trials                                                                                                                                                                                                                                                                    | 1 felony jury trial<br>(6 counts guilty)                            | 1 misdemeanor jury trial<br>(2 counts guilty)                            | <b>2 jury trials (8 counts)</b>    |
| Bench Trials                                                                                                                                                                                                                                                                   | 5 felony bench trials<br>(6 counts guilty)<br>(3 counts not guilty) | 9 misdemeanor bench trials<br>(7 counts guilty)<br>(6 counts not guilty) | <b>14 bench trials (22 counts)</b> |
| Other Dispositions <sup>2</sup>                                                                                                                                                                                                                                                | 477 counts                                                          | 1,274 counts                                                             | <b>1,751 counts</b>                |
| <b>TOTALS</b>                                                                                                                                                                                                                                                                  | <b>1,178</b>                                                        | <b>3,954</b>                                                             | <b>5,132</b>                       |
| <sup>1</sup> All data is from the case management system.                                                                                                                                                                                                                      |                                                                     |                                                                          |                                    |
| <sup>2</sup> Includes dispositions such as dismissed per plea to another charge, successful completion of drug court, victim or witness unavailable, deferred prosecution agreement, PCRs, CAFAs and/or defendant now legal, transfer to US Attorney, Special Prosecutor, etc. |                                                                     |                                                                          |                                    |
| <sup>3</sup> Includes infractions, county orders and other non-felony dispositions.                                                                                                                                                                                            |                                                                     |                                                                          |                                    |

| <b>12/1/14 to 11/30/15</b> | <b>FELONY</b>                                                                    | <b>MISDEMEANORS<sup>3</sup></b>                                           | <b>TOTAL<sup>1</sup></b>           |
|----------------------------|----------------------------------------------------------------------------------|---------------------------------------------------------------------------|------------------------------------|
| Guilty Pleas               | 546 counts                                                                       | 1,890 counts                                                              | <b>2,436 guilty pleas</b>          |
| Jury Trials                | 2 felony jury trials<br>(3 counts guilty;<br>2 counts guilty alternative counts) | 0 misdemeanor jury trials                                                 | <b>2 jury trials (5 counts)</b>    |
| Bench Trials               | 2 felony bench trials<br>(2 counts guilty)                                       | 8 misdemeanor bench trials<br>(5 counts guilty)<br>(20 counts not guilty) | <b>10 bench trials (27 counts)</b> |

|                                 |            |              |              |
|---------------------------------|------------|--------------|--------------|
| Other Dispositions <sup>2</sup> | 380 counts | 1,039 counts | 1,419 counts |
| <b>TOTALS</b>                   | <b>933</b> | <b>2,954</b> | <b>3,887</b> |

<sup>1</sup> All data is from the case management system.<sup>2</sup> Includes dispositions such as dismissed per plea to another charge, successful completion of drug court, victim or witness unavailable, deferred prosecution agreement, PCRs, CAFAs and/or defendant now legal, etc.<sup>3</sup> Includes infractions, county orders and other non-felony dispositions.

| 12/1/13 to 11/30/14             | FELONY                                                 | MISDEMEANORS <sup>3</sup>                                                  | TOTAL <sup>1</sup>          |
|---------------------------------|--------------------------------------------------------|----------------------------------------------------------------------------|-----------------------------|
| Guilty Pleas                    | 582 counts                                             | 1,966 counts                                                               | 2,548 guilty pleas          |
| Jury Trials                     | 1 felony jury trial<br>(3 counts guilty <sup>4</sup> ) | 0 misdemeanor jury trials                                                  | 1 jury trial                |
| Bench Trials                    | 1 felony bench trials<br>(1 count guilty)              | 15 misdemeanor bench trials<br>(14 counts guilty)<br>(6 counts not guilty) | 16 bench trials (21 counts) |
| Other Dispositions <sup>2</sup> | 402 counts                                             | 1,328 counts                                                               | 1,730 counts                |
| <b>TOTALS</b>                   | <b>985</b>                                             | <b>3,314</b>                                                               | <b>4,299</b>                |

<sup>1</sup> All data is from the case management system.<sup>2</sup> Includes dispositions such as dismissed per plea to another charge, successful completion of drug court, victim or witness unavailable, deferred prosecution agreement, and/or defendant now legal, etc.<sup>3</sup> Includes infractions, county orders and other non-felony dispositions.<sup>4</sup> Defendant was granted motion for new trial thus this case will be retried. Therefore, counts not calculated in disposition total.

| 12/1/12 to 11/30/13             | FELONY                                                                                                                                                                                                                          | MISDEMEANORS <sup>3</sup>                                                  | TOTAL <sup>1</sup>          |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|-----------------------------|
| Guilty Pleas                    | 590 counts                                                                                                                                                                                                                      | 1,620 counts                                                               | 2,210 guilty pleas          |
| Jury Trials                     | 5 felony jury trials<br>(10 counts guilty; 2 counts guilty alternative count)<br>(6 counts guilty; 2 counts not guilty)<br>(2 counts guilty; 1 count not guilty)<br>(2 counts guilty; 2 ct not guilty)<br>(2 counts not guilty) | 0 misdemeanor jury trials                                                  | 5 jury trials (29 counts)   |
| Bench Trials                    | 3 felony bench trials<br>1 guilty<br>2 not guilty                                                                                                                                                                               | 13 misdemeanor bench trials<br>(15 counts guilty)<br>(6 counts not guilty) | 16 bench trials (24 counts) |
| Other Dispositions <sup>2</sup> | 363 counts                                                                                                                                                                                                                      | 1,750 counts                                                               | 2,113 counts                |
| <b>TOTALS</b>                   | <b>985</b>                                                                                                                                                                                                                      | <b>3,391</b>                                                               | <b>4,376</b>                |

<sup>1</sup> All data is from the case management system.<sup>2</sup> Includes dispositions such as dismissed per plea to another charge, successful completion of drug court, victim or witness unavailable, deferred prosecution agreement, and/or defendant now legal, etc.<sup>3</sup> Includes infractions, county orders and other non-felony dispositions.

| 12/1/11 to 11/30/12 | FELONY              | MISDEMEANORS <sup>3</sup> | TOTAL <sup>1</sup>       |
|---------------------|---------------------|---------------------------|--------------------------|
| Guilty Pleas        | 317 counts          | 1,653 counts              | 1,970 Guilty Pleas       |
| Jury Trials         | 4 Guilty (5 counts) | 1 Guilty (2 counts)       | 5 Jury Trials (7 counts) |

|                                 |            |                                                    |                                    |
|---------------------------------|------------|----------------------------------------------------|------------------------------------|
| Bench Trials                    | 0          | 11 Guilty (11 counts)<br>10 Not Guilty (12 counts) | <b>21 Bench Trials (23 counts)</b> |
| Other Dispositions <sup>2</sup> | 233        | 1,703                                              | <b>1,936</b>                       |
| <b>TOTALS</b>                   | <b>555</b> | <b>3,381</b>                                       | <b>3,936</b>                       |

<sup>1</sup> All data is from the case management system.<sup>2</sup> Includes dispositions such as dismissed per plea to another charge, successful completion of drug court, victim or witness unavailable, deferred prosecution agreement, and/or defendant now legal, etc.<sup>3</sup> Includes infractions, county orders and other non-felony dispositions.

| 12/1/10 to 11/30/11             | FELONY                                                                                                               | MISDEMEANORS <sup>2</sup>                        | TOTAL                              |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|------------------------------------|
| Guilty Pleas                    | 299 counts                                                                                                           | 1,284 counts                                     | <b>1,583 guilty pleas</b>          |
| Jury Trials                     | 1 guilty (3 counts)<br>1 not guilty (2 counts)                                                                       | 2 guilty (2 counts)                              | <b>4 jury trials (7 counts)</b>    |
| Bench Trials                    | 2 guilty (2 counts)<br>1 not guilty (1 count)<br>1 not guilty by reason of<br>mental disease or defect (4<br>counts) | 10 guilty (12 counts)<br>6 not guilty (6 counts) | <b>20 bench trials (25 counts)</b> |
| Other Dispositions <sup>1</sup> | 289 counts                                                                                                           | 1,577 counts                                     | <b>1,866 counts</b>                |
| <b>TOTALS</b>                   | <b>600</b>                                                                                                           | <b>2,881</b>                                     | <b>3,481</b>                       |

<sup>1</sup> Includes dispositions such as dismissed per plea to another charge, successful completion of drug court, victim or witness unavailable, deferred prosecution agreement, and/or defendant legal, etc.<sup>2</sup> Includes infractions and county orders.

**4. BAD CHECKS AND RESTITUTION COLLECTED****a. BAD CHECKS**

|                   | # OF NEW<br>COMPLAINTS | # OF CHECKS<br>COLLECTED | FELONIES<br>FILED | MISD<br>FILED    | MOPS<br>FEES | P/A FEES    | VIC FEES   | CHECK<br>AMT.<br>COLLECTED |
|-------------------|------------------------|--------------------------|-------------------|------------------|--------------|-------------|------------|----------------------------|
| 2022              | 66                     | 27                       | 13                | 31               | \$110.00     | \$900.00    | \$569.60   | \$4,691.56                 |
| 2021              | 97                     | 32                       | 36                | 46               | \$165.00     | \$1,307.34  | \$575.91   | \$ 6,756.43                |
| 2020              | 140                    | 175                      | 39                | 87               | \$340.00     | \$2,602.04  | \$2,140.65 | \$20,235.00                |
| 2019              | 158                    | 192                      | 29                | 88               | \$525.00     | \$3,742.31  | \$2,402.98 | \$28,780.34                |
| 2018              | 253                    | 282                      | 35                | 96               | \$840.00     | \$5,788.72  | \$4,413.20 | \$26,864.33                |
| 2017              | 230                    | 343                      | 55                | 63               | \$1,184.95   | \$8,887.20  | \$6,054.92 | \$52,943.20                |
| 2016              | 287                    | 288                      | 11                | 57               | \$1,444.20   | \$10,346.17 | \$7,980.23 | \$102,611.90               |
| 2015              | 351                    | 409                      | 16                | 50               | \$1,237.52   | \$8,680.22  | \$6,764.43 | \$43,391.23                |
| 2014              | 325                    | 446                      | 15                | 80               | \$1,470.00   | \$10,079.89 | \$7,653.10 | \$46,138.24                |
| 2013              | 486                    | 328                      | 7                 | 153              | \$2,155.00   | \$15,974.61 | \$9,862.39 | \$52,449.35                |
| 2012              | 477                    | 319                      | 37                | 115              | \$1,917.51   | \$14,604.43 | \$9,921.40 | \$75,937.23                |
| 2011              | 294                    | 310                      | 22                | 97               | \$1,800.67   | \$13,547.03 | \$7,365.82 | \$70,728.05                |
| 2010 <sup>2</sup> | 776                    | N/A                      | 31                | 127              | \$3,035.00   | \$21,589.12 | N/A        | \$108,152.80               |
| 2009 <sup>2</sup> | 797                    | N/A                      | 32                | 190              | \$4,153.00   | \$23,019.95 | N/A        | \$164,812.26               |
| 2008 <sup>2</sup> | 1,259                  | N/A                      | N/A               | 303 <sup>1</sup> | N/A          | \$32,017.70 | N/A        | \$128,503.77               |
| 2007 <sup>2</sup> | 1,256                  | N/A                      | 45                | 227              | \$4,590.00   | \$25,336.85 | N/A        | \$150,520.63               |
| 2006 <sup>2</sup> | 1,504                  | N/A                      | 48                | 332              | N/A          | \$32,825.96 | N/A        | \$145,893.27               |
| 2005 <sup>2</sup> | 1,058                  | N/A                      | N/A               | 349 <sup>1</sup> | N/A          | N/A         | N/A        | \$96,756.79                |
| 2004 <sup>2</sup> | 879                    | N/A                      | N/A               | 229 <sup>1</sup> | N/A          | N/A         | N/A        | \$178,420.81               |
| 2003 <sup>2</sup> | 836                    | N/A                      | N/A               | 194 <sup>1</sup> | N/A          | N/A         | N/A        | \$82,195.33                |

<sup>1</sup>Total charges filed. Misdemeanors and Felonies were not tracked separately.<sup>2</sup>Information for 2003 to 2010 is from the corresponding annual report previously filed with the County Commission.

N/A: Information is not known.

**b. RESTITUTION****AMOUNT OF RESTITUTION COLLECTED ON BEHALF OF CRIME VICTIMS**

|                         |              |
|-------------------------|--------------|
| 12/1/2021 to 11/30/2022 | \$190,132.35 |
| 12/1/2020 to 11/30/2021 | \$324,571.90 |
| 12/1/2019 to 11/30/2020 | \$289,132.10 |
| 12/1/2018 to 11/30/2019 | \$351,585.70 |
| 12/1/2017 to 11/30/2018 | \$244,223.81 |
| 12/1/2016 to 11/30/2017 | \$211,353.23 |
| 12/1/2015 to 11/30/2016 | \$200,897.15 |

|                                |                                 |
|--------------------------------|---------------------------------|
| <b>12/1/2014 to 11/30/2015</b> | <b>\$202,228.18<sup>2</sup></b> |
| <b>12/1/2013 to 11/30/2014</b> | <b>\$238,070.69<sup>1</sup></b> |
| <b>12/1/2012 to 11/30/2013</b> | <b>\$278,085.46</b>             |
| <b>12/1/2011 to 11/30/2012</b> | <b>\$212,258.09</b>             |
| <b>12/1/2010 to 11/30/2011</b> | <b>\$211,899.93</b>             |

<sup>1</sup>This includes \$66,961.60 that was collected on tax cases that were filed as criminal cases.

<sup>2</sup>This includes \$40,301.80 that was collected on tax cases that were filed as criminal cases.

<sup>3</sup> Restitution is in addition to amount of bad checks collected. Due to changing to a more cost-effective case management system for restitution the information from amounts from years prior to 2011 are not readily available.

**5. TAX CASES OPENED AND TAXES COLLECTED**

| TAX CASES | REFERRALS RECEIVED <sup>1</sup> | GARNISHMENTS<br>FILED | AMOUNT COLLECTED          |
|-----------|---------------------------------|-----------------------|---------------------------|
| 2022      | 1                               | 0                     | \$103,280.33              |
| 2021      | 0 <sup>4</sup>                  | 0                     | \$54,351.22               |
| 2020      | 44                              | 0                     | \$96,151.26               |
| 2019      | 99                              | 0                     | \$104,690.57              |
| 2018      | 88                              | 0                     | \$204,084.60              |
| 2017      | 96                              | 0                     | \$210,842.04              |
| 2016      | 185                             | 0                     | \$280,529.00              |
| 2015      | 118                             | 0                     | \$246,664.00 <sup>3</sup> |
| 2014      | 241                             | 37                    | \$294,115.10 <sup>2</sup> |
| 2013      | 127                             | 20                    | \$268,362.63              |
| 2012      | 512                             | 37                    | \$148,295.05              |

<sup>1</sup>Due to changes in legislation the method for referrals and method of collection changed beginning in 2012.

<sup>2</sup>This includes \$66,961.60 that was collected as part of restitution for criminal cases filed for tax cases

<sup>3</sup>Due to an amnesty period granted by the State of Missouri to offenders in 2015 the CCPA office did not receive any referrals from August 2015 to present. During this time offenders were allowed by the State of Missouri to pay for delinquent taxes with no interest, penalties or fees. It also includes \$40,301.89 that was collected as part of restitution for criminal cases filed for tax cases.

<sup>4</sup>No new referrals were sent from DOR to our office. The report reflect 34 referrals as we continue to work existing referrals.

| TAX CASES         | COMPLAINTS RECEIVED | PETITIONS FILED | AMOUNT COLLECTED         |
|-------------------|---------------------|-----------------|--------------------------|
| 2011              | 283                 | 9               | \$115,992.64             |
| 2010 <sup>1</sup> | 11                  | 0               | \$39,592.28              |
| 2009 <sup>1</sup> | 278                 | 0               | \$86,389.97              |
| 2008 <sup>1</sup> | 305                 | 0               | \$9,733.56               |
| 2007 <sup>1</sup> | 253                 | 0               | \$25,806.91 <sup>2</sup> |
| 2006 <sup>1</sup> | 335                 | 0               | \$25,806.91 <sup>2</sup> |

|                                                                                                                  |     |   |             |
|------------------------------------------------------------------------------------------------------------------|-----|---|-------------|
| 2005 <sup>1</sup>                                                                                                | 226 | 2 | \$32,624.13 |
| 2004 <sup>1</sup>                                                                                                | 241 | 0 | \$44,770.72 |
| 2003 <sup>1</sup>                                                                                                | 147 | 5 | \$23,129.56 |
| <sup>1</sup> Years 2003 through 2010 are from the previous annual reports filed with the County Commission.      |     |   |             |
| <sup>2</sup> The annual reports for 2006 and 2007 as submitted reflect the same amount collected for both years. |     |   |             |

**6. ADDITIONAL INFORMATION**

| <b>SEARCH WARRANTS</b>                                         | <b>Blood Draws</b> | <b>TOTAL</b> |
|----------------------------------------------------------------|--------------------|--------------|
| 2022                                                           | 32                 | 129          |
| 2021                                                           | 22                 | 99           |
| 2020                                                           | 30                 | 137          |
| 2019                                                           | 28                 | 123          |
| 2018                                                           | 22                 | 98           |
| 2017                                                           | 52                 | 138          |
| 2016                                                           | 47                 | 121          |
| 2015                                                           | 39                 | 122          |
| 2014                                                           | 51                 | 135          |
| 2013                                                           | 36                 | 117          |
| <sup>1</sup> All data is reported from case management system. |                    |              |

| <b>Preliminary Hearing</b> | <b>Cases Waived</b> | <b>Cases bound over</b> | <b>Counts not bound over</b> | <b>TOTAL FELONY CASES THROUGH PRELIMINARY HEARING</b> |
|----------------------------|---------------------|-------------------------|------------------------------|-------------------------------------------------------|
| 2022                       | 352                 | 36                      | 4                            | 392                                                   |
| 2021                       | 462                 | 23                      | 2                            | 487                                                   |
| 2020                       | 300                 | 51                      | 4                            | 355                                                   |
| 2019                       | 382                 | 19                      | 4                            | 405 <sup>2</sup>                                      |
| 2018                       | 348                 | 27                      | 4                            | 379 <sup>1</sup>                                      |
| 2017                       | 514                 | 46                      | 9                            | 569                                                   |

## 2022 Christian County Prosecuting Attorney Annual Report (RSMo §56.095)

|                                                                                                                    |     |    |   |     |
|--------------------------------------------------------------------------------------------------------------------|-----|----|---|-----|
| 2016                                                                                                               | 461 | 46 | 4 | 511 |
| 2015                                                                                                               | 368 | 46 | 5 | 419 |
| 2014                                                                                                               | 368 | 37 | 7 | 412 |
| 2013                                                                                                               | 423 | 40 | 8 | 471 |
| 2012                                                                                                               | 355 | 21 | 2 | 378 |
| 2011 <sup>2</sup>                                                                                                  | 198 | 16 | 5 | 219 |
| <sup>1</sup> All data is reported from case management system.                                                     |     |    |   |     |
| <sup>2</sup> Due to modifications in event codes in the beginning of 2011 these numbers are likely under reported. |     |    |   |     |

<sup>1</sup> - In addition to the cases that went through preliminary hearing, 98 cases were true billed by the grand jury.

<sup>2</sup> - In addition to the cases that went through preliminary hearing, 24 cases were true billed by the grand jury.

| Bond<br>Motions                                                | Cases | TOTAL OCCURANCES |
|----------------------------------------------------------------|-------|------------------|
| 2022                                                           | 975   | 1,479            |
| 2021                                                           | 941   | 1,474            |
| 2020                                                           | 763   | 1,266            |
| 2019                                                           | 822   | 1,198            |
| 2018                                                           | 761   | 985              |
| 2017                                                           | 670   | 847              |
| 2016                                                           | 627   | 747              |
| 2015                                                           | 202   | 246              |
| 2014                                                           | 44    | 51               |
| 2013                                                           | 59    | 79               |
| 2012                                                           | 38    | 52               |
| 2011                                                           | 32    | 33               |
| <sup>1</sup> All data is reported from case management system. |       |                  |

| Motions to Revoke Probation                                    | Felony | Misdemeanor | Restitution | Motions Filed | Probation continued | Probation revoked |
|----------------------------------------------------------------|--------|-------------|-------------|---------------|---------------------|-------------------|
| 2022                                                           | 368    | 101         | 24          | 493           | 243                 | 156               |
| 2021                                                           | 475    | 158         | 62          | 695           | 270                 | 116               |
| 2020                                                           | 449    | 147         | 49          | 645           | 225                 | 158               |
| 2019                                                           | 453    | 353         | 23          | 829           | 309                 | 209               |
| 2018                                                           | 464    | 271         | 40          | 775           | 294                 | 228               |
| 2017                                                           | 646    | 315         | 77          | 1,038         | 317                 | 198               |
| 2016                                                           | 544    | 238         | 82          | 864           | 289                 | 182               |
| 2015                                                           | 342    | 87          | 80          | 509           | 228                 | 127               |
| 2014                                                           | 244    | 69          | 89          | 402           | 269                 | 120               |
| 2013                                                           | 243    | 54          | 60          | 357           | 205                 | 120               |
| 2012                                                           | 250    | 57          | 37          | 344           | 229                 | 112               |
| 2011                                                           | 222    | 37          | 44          | 303           | 101                 | 97                |
| <sup>1</sup> All data is reported from case management system. |        |             |             |               |                     |                   |

## 7. CHILD SUPPORT UNIT

The following statistics are from the Springfield Regional Prosecutors' Child Support Office. In 2007, the Christian County and Taney County Prosecuting Attorney combined their child support enforcement with the Greene County Prosecuting Attorney into a regional office hosted by the Greene County Prosecuting Attorney and located in Springfield, Missouri.

### 2022 end of year report<sup>3</sup>

|                                  |           |
|----------------------------------|-----------|
| <b>Referrals Received</b>        | <b>63</b> |
| <b>Paternities Filed</b>         | <b>10</b> |
| <b>UIFSA's Filed<sup>1</sup></b> | <b>2</b>  |
| <b>Contempt Motions Filed</b>    | <b>17</b> |
| <b>Other<sup>2</sup></b>         | <b>35</b> |
| <b>Felonies Filed</b>            | <b>4</b>  |
| <b>Misdemeanors Filed</b>        | <b>39</b> |

<sup>1</sup> The Uniform Interstate Family Support Act allows states to work together in the collection of court-ordered child support.

<sup>2</sup> Establishment, Motions to Intervene, Motions to Revoke, Registration of Foreign Judgment, Motions for Warrant, Etc.

<sup>3</sup> Numbers are from 2022 Year-End Child Support Stats Christian County 10-1-2021 to 9-30-2022

### 2021 end of year report<sup>3</sup>

|                                  |           |
|----------------------------------|-----------|
| <b>Referrals Received</b>        | <b>60</b> |
| <b>Paternities Filed</b>         | <b>2</b>  |
| <b>UIFSA's Filed<sup>1</sup></b> | <b>2</b>  |
| <b>Contempt Motions Filed</b>    | <b>20</b> |
| <b>Other<sup>2</sup></b>         | <b>28</b> |
| <b>Felonies Filed</b>            | <b>3</b>  |
| <b>Misdemeanors Filed</b>        | <b>31</b> |

<sup>1</sup> The Uniform Interstate Family Support Act allows states to work together in the collection of court-ordered child support.

<sup>2</sup> Establishment, Motions to Intervene, Motions to Revoke, Registration of Foreign Judgment, Motions for Warrant, Etc.

<sup>3</sup> Numbers are from 2021 Year-End Child Support Stats Christian County 10-1-2020 to 9-30-2021

### 2020 end of year report<sup>3</sup>

|                                  |           |
|----------------------------------|-----------|
| <b>Referrals Received</b>        | <b>48</b> |
| <b>Paternities Filed</b>         | <b>9</b>  |
| <b>UIFSA's Filed<sup>1</sup></b> | <b>5</b>  |
| <b>Contempt Motions Filed</b>    | <b>8</b>  |
| <b>Other<sup>2</sup></b>         | <b>21</b> |
| <b>Felonies Filed</b>            | <b>3</b>  |
| <b>Misdemeanors Filed</b>        | <b>25</b> |

<sup>1</sup> The Uniform Interstate Family Support Act allows states to work together in the collection of court-ordered child support.

<sup>2</sup> Establishment, Motions to Intervene, Motions to Revoke, Registration of Foreign Judgment, Motions for Warrant, Etc.

<sup>3</sup> Numbers are from 2020 Year-End Child Support Stats Christian County 10-1-2019 to 9-30-2020

### 2019 end of year report<sup>3</sup>

|                           |           |
|---------------------------|-----------|
| <b>Referrals Received</b> | <b>63</b> |
|---------------------------|-----------|

|                                                                                                                                         |           |
|-----------------------------------------------------------------------------------------------------------------------------------------|-----------|
| <b>Paternities Filed</b>                                                                                                                | <b>12</b> |
| <b>UIFSA's Filed<sup>1</sup></b>                                                                                                        | <b>2</b>  |
| <b>Contempt Motions Filed</b>                                                                                                           | <b>14</b> |
| <b>Other<sup>2</sup></b>                                                                                                                | <b>40</b> |
| <b>Felonies Filed</b>                                                                                                                   | <b>16</b> |
| <b>Misdemeanors Filed</b>                                                                                                               | <b>26</b> |
| <sup>1</sup> The Uniform Interstate Family Support Act allows states to work together in the collection of court-ordered child support. |           |
| <sup>2</sup> Establishment, Motions to Intervene, Motions to Revoke, Registration of Foreign Judgment, Motions for Warrant, Etc.        |           |
| <sup>3</sup> Numbers are from 2019 Year-End Child Support Stats Christian County 10-1-2018 to 9-30-2019                                 |           |

|                                                                                                                                         |           |
|-----------------------------------------------------------------------------------------------------------------------------------------|-----------|
| <b>2018 end of year report<sup>3</sup></b>                                                                                              |           |
| <b>Referrals Received</b>                                                                                                               | <b>99</b> |
| <b>Paternities Filed</b>                                                                                                                | <b>5</b>  |
| <b>UIFSA's Filed<sup>1</sup></b>                                                                                                        | <b>7</b>  |
| <b>Contempt Motions Filed</b>                                                                                                           | <b>38</b> |
| <b>Other<sup>2</sup></b>                                                                                                                | <b>85</b> |
| <b>Felonies Filed</b>                                                                                                                   | <b>24</b> |
| <b>Misdemeanors Filed</b>                                                                                                               | <b>37</b> |
| <sup>1</sup> The Uniform Interstate Family Support Act allows states to work together in the collection of court-ordered child support. |           |
| <sup>2</sup> Establishment, Motions to Intervene, Motions to Revoke, Registration of Foreign Judgment, Motions for Warrant, Etc.        |           |
| <sup>3</sup> Numbers are from 2017 Year-End Child Support Stats Christian County 10-1-2017 to 9-30-2018                                 |           |

|                                                                                                                                         |            |
|-----------------------------------------------------------------------------------------------------------------------------------------|------------|
| <b>2017 end of year report<sup>3</sup></b>                                                                                              |            |
| <b>Referrals Received</b>                                                                                                               | <b>100</b> |
| <b>Paternities Filed</b>                                                                                                                | <b>7</b>   |
| <b>UIFSA's Filed<sup>1</sup></b>                                                                                                        | <b>3</b>   |
| <b>Contempt Motions Filed</b>                                                                                                           | <b>21</b>  |
| <b>Other<sup>2</sup></b>                                                                                                                | <b>62</b>  |
| <b>Felonies Filed</b>                                                                                                                   | <b>13</b>  |
| <b>Misdemeanors Filed</b>                                                                                                               | <b>47</b>  |
| <sup>1</sup> The Uniform Interstate Family Support Act allows states to work together in the collection of court-ordered child support. |            |
| <sup>2</sup> Establishment, Motions to Intervene, Motions to Revoke, Registration of Foreign Judgment, Motions for Warrant, Etc.        |            |
| <sup>3</sup> Numbers are from 2017 Year-End Child Support Stats Christian County 10-1-2016 to 9-30-2017                                 |            |

|                                  |            |
|----------------------------------|------------|
| <b>12/1/2015 to 11/30/2016</b>   |            |
| <b>Referrals Received</b>        | <b>105</b> |
| <b>Paternities Filed</b>         | <b>5</b>   |
| <b>UIFSA's Filed<sup>1</sup></b> | <b>10</b>  |
| <b>Contempt Motions Filed</b>    | <b>13</b>  |
| <b>Other<sup>2</sup></b>         | <b>68</b>  |
| <b>Felonies Filed</b>            | <b>23</b>  |

**Misdemeanors Filed****53**<sup>1</sup> The Uniform Interstate Family Support Act allows states to work together in the collection of court-ordered child support.<sup>2</sup> Establishment, Motions to Intervene, Motions to Revoke, Registration of Foreign Judgment, Motions for Warrant, etc.**12/1/2014 to 11/30/2015**

|                                  |            |
|----------------------------------|------------|
| <b>Referrals Received</b>        | <b>132</b> |
| <b>Paternities Filed</b>         | <b>12</b>  |
| <b>UIFSA's Filed<sup>1</sup></b> | <b>12</b>  |
| <b>Contempt Motions Filed</b>    | <b>15</b>  |
| <b>Other<sup>2</sup></b>         | <b>68</b>  |
| <b>Felonies Filed</b>            | <b>19</b>  |
| <b>Misdemeanors Filed</b>        | <b>63</b>  |

<sup>1</sup> The Uniform Interstate Family Support Act allows states to work together in the collection of court-ordered child support.<sup>2</sup> Establishment, Motions to Intervene, Motions to Revoke, Registration of Foreign Judgment, Motions for Warrant, etc.**12/1/2013 to 11/30/2014**

|                                  |            |
|----------------------------------|------------|
| <b>Referrals Received</b>        | <b>134</b> |
| <b>Paternities Filed</b>         | <b>17</b>  |
| <b>UIFSA's Filed<sup>1</sup></b> | <b>14</b>  |
| <b>Contempt Motions Filed</b>    | <b>21</b>  |
| <b>Other<sup>2</sup></b>         | <b>106</b> |
| <b>Felonies Filed</b>            | <b>13</b>  |
| <b>Misdemeanors Filed</b>        | <b>50</b>  |

<sup>1</sup> The Uniform Interstate Family Support Act allows states to work together in the collection of court-ordered child support.<sup>2</sup> Establishment, Motions to Intervene, Motions to Revoke, Registration of Foreign Judgment, Motions for Warrant, etc.**12/1/2012 to 11/30/2013**

|                                  |            |
|----------------------------------|------------|
| <b>Referrals Received</b>        | <b>130</b> |
| <b>Paternities Filed</b>         | <b>19</b>  |
| <b>UIFSA's Filed<sup>1</sup></b> | <b>6</b>   |
| <b>Contempt Motions Filed</b>    | <b>17</b>  |
| <b>Other<sup>2</sup></b>         | <b>75</b>  |
| <b>Felonies Filed</b>            | <b>12</b>  |
| <b>Misdemeanors Filed</b>        | <b>53</b>  |

<sup>1</sup> The Uniform Interstate Family Support Act allows states to work together in the collection of court-ordered child support.<sup>2</sup> Establishment, Motions to Intervene, Motions to Revoke, Registration of Foreign Judgment, Motions for Warrant, etc.**12/1/2011 to 11/30/2012**

|                                  |            |
|----------------------------------|------------|
| <b>Referrals Received</b>        | <b>189</b> |
| <b>Paternities Filed</b>         | <b>23</b>  |
| <b>UIFSA's Filed<sup>1</sup></b> | <b>13</b>  |
| <b>Contempt Motions Filed</b>    | <b>18</b>  |
| <b>Other<sup>2</sup></b>         | <b>64</b>  |
| <b>Felonies Filed</b>            | <b>14</b>  |
| <b>Misdemeanors Filed</b>        | <b>67</b>  |

<sup>1</sup> The Uniform Interstate Family Support Act allows states to work together in the collection of court-ordered child support.<sup>2</sup> Establishment, Motions to Intervene, Motions to Revoke, Registration of Foreign Judgment, Motions for Warrant, etc.

| <b>12/1/2010 to 11/30/2011</b>                                                                                                          |            |
|-----------------------------------------------------------------------------------------------------------------------------------------|------------|
| <b>Referrals Received</b>                                                                                                               | <b>225</b> |
| <b>Paternities Filed</b>                                                                                                                | <b>12</b>  |
| <b>UIFSA's Filed<sup>1</sup></b>                                                                                                        | <b>21</b>  |
| <b>Contempt Motions Filed</b>                                                                                                           | <b>24</b>  |
| <b>Other<sup>2</sup></b>                                                                                                                | <b>25</b>  |
| <b>Felonies Filed</b>                                                                                                                   | <b>19</b>  |
| <b>Misdemeanors Filed</b>                                                                                                               | <b>37</b>  |
| <sup>1</sup> The Uniform Interstate Family Support Act allows states to work together in the collection of court-ordered child support. |            |
| <sup>2</sup> Establishment, Motions to Intervene, Motions to Revoke, Registration of Foreign Judgment, Motions for Warrant, etc.        |            |

| <b>12/1/2009 to 11/30/2010</b>                                                                                                          |            |
|-----------------------------------------------------------------------------------------------------------------------------------------|------------|
| <b>Referrals Received</b>                                                                                                               | <b>202</b> |
| <b>Paternities Filed</b>                                                                                                                | <b>32</b>  |
| <b>UIFSA's Filed<sup>1</sup></b>                                                                                                        | <b>11</b>  |
| <b>Contempt Motions Filed</b>                                                                                                           | <b>31</b>  |
| <b>Other<sup>2</sup></b>                                                                                                                | <b>18</b>  |
| <b>Felonies Filed</b>                                                                                                                   | <b>35</b>  |
| <b>Misdemeanors Filed</b>                                                                                                               | <b>10</b>  |
| <sup>1</sup> The Uniform Interstate Family Support Act allows states to work together in the collection of court-ordered child support. |            |
| <sup>2</sup> Establishment, Motions to Intervene, Motions to Revoke, Registration of Foreign Judgment, Motions for Warrant, etc.        |            |

## 8. HIGHLIGHTS

In addition to all the information provided above, I want to highlight a few of the CCPA office accomplishments from 2022. In 2022, the CCPA Office was a recipient of the STOP grant, VOCA grant, and the Crimes Against Children Grant. For all or part of the 2022 reporting year, the CCPA office received grant funding that reimbursed all or a partial portion of eight full-time positions. Additionally, the CCPA Office was awarded one million dollars in ARPA funding that is available for three years beginning January 1, 2022. In 2022, this provided funding to the CCPA office to fund four APA and two legal assistant positions. Totaling, alternative funding for fourteen positions.

Beginning in late May of 2021 the Juvenile Office, all law enforcement agencies, and the Prosecuting Attorney's Office began meeting regarding the possibility of establishing a Sex Crimes and Child Abuse Task Force in Christian County with the primary goal being to provide consistency in the response to, investigation of, and any subsequent prosecution regarding disclosures of sex crimes and child abuse in Christian County.

There were many meetings and discussions that included representatives from Christian County Emergency Services, Division of Social Services, Juvenile Office, the Christian County Sheriff's Office, Ozark Police Department, Nixa Police Department, Clever Police Department, Sparta Police Department, Billings Police Department, School Resource Officers, the Child Advocacy Center, and the Christian County Prosecuting Attorney's Office.

Following careful consideration of all the agencies and offices the Christian County Sex Crimes and Child Abuse Task Force Best Practices were adopted and became effective September 1, 2022, to be followed in Christian County when working with child(ren) or vulnerable persons who have disclosed or are suspected of being victims of sexual crimes and/or child abuse.

Discussions of the Christian County Sex Crimes and Child Abuse Task Force resulted in Christian County asking and being approved to host the first ChildFirst training for multidisciplinary team members in Christian County. This was the first time the nationally recognized ChildFirst training was offered to a single jurisdiction. This ChildFirst training trained 37 allied professionals from across Christian County. This nationally recognized protocol is designed for the professionals who investigate child sex crimes and child abuse including law enforcement officers, division of social services, juvenile officers, prosecutors, and forensic interviewers. This was the largest number of Christian County multidisciplinary team members trained at one time. This training was held in the Christian County Prosecuting Attorney's Office from March 28, 2022 to April 1, 2022.

Additionally, a product of the Christian County Sex Crimes and Child Abuse Taskforce was a team that included three member of the Christian County Prosecuting Attorney's office along with other MDT members was assembled and applied to participate in the Zero Abuse "Crime Scene to Trial" train the trainer training.

Zero Abuse Project is a 501(c)(3) organization. It is committed “to transforming institutions in order to effectively prevent, recognize, and respond to child sexual abuse.”

Zero Abuse Project programs “are designed to provide cross-disciplinary education and training, advocacy for systemic legal change, guidance for survivor support, and leadership on emerging technologies.” They “take a holistic approach by also recognizing and addressing the intersecting forms of child maltreatment in connection with child sexual abuse.”

Zero Abuse Project is working to eliminate child sexual abuse in all of its forms. The Chief Program Officer is Victor Vieth. Victor Vieth is nationally and internationally recognized for his work in addressing child abuse.

From applications from across the state, the Christian County multidisciplinary team, including three members from the Christian County Prosecuting Attorney’s Office was selected to participate in the training. The goal of this training is not only to make the participants more knowledge and better able to respond, investigate and prosecute these crimes. But also to be able to train others in their area. They completed their training in February 2022. This team organized and presented this Crime Scene to Trial Training to allied professionals from our area in September 2022.

For this training, Victor Vieth and another member his team came and participated in the training provided in Christian County. At the conclusion of this training, the Christian County team was approved to be training provided for this Zero Abuse – Crime Scene to Trial – training. They will continue to offer this training to allied professionals in southwest Missouri.

|                          |                                | Account ID    | 2021 Actual         | 2022 1st Amended General<br>Revenue Fund 101 | 2022 Projected      | FY2023 - FY23 (In<br>Progress) |
|--------------------------|--------------------------------|---------------|---------------------|----------------------------------------------|---------------------|--------------------------------|
|                          |                                |               |                     |                                              |                     |                                |
|                          |                                |               |                     |                                              |                     |                                |
|                          |                                |               |                     |                                              |                     |                                |
| <b>Employee Services</b> |                                |               |                     |                                              |                     |                                |
|                          | Salary Other - HUMAN RESOURCES | 101-240-51120 | \$99,236.89         | \$238,627.00                                 | \$253,057.64        | \$325,232.00                   |
|                          | Contract Labor                 | 101-240-51130 | \$758.45            | \$25,000.00                                  | \$6,565.00          | \$25,000.00                    |
|                          | Health Insurance               | 101-240-51210 | \$12,454.50         | \$22,864.00                                  | \$23,855.00         | \$29,480.00                    |
|                          | FICA                           | 101-240-51220 | \$10,727.02         | \$18,260.00                                  | \$16,720.00         | \$24,960.00                    |
|                          | Lagers                         | 101-240-51230 | \$16,487.18         | \$24,900.00                                  | \$28,660.00         | \$41,110.00                    |
|                          | Unemployment Insurance         | 101-240-51250 | \$345.19            | \$570.00                                     | \$306.00            | \$320.00                       |
|                          | Workers' Compensation          | 101-240-51260 | \$189.52            | \$595.00                                     | \$477.60            | \$820.00                       |
|                          | Consultant                     | 101-240-52310 |                     | \$0.00                                       | \$0.00              | \$0.00                         |
|                          | Dues                           | 101-240-52500 | \$564.90            | \$900.00                                     | \$730.00            | \$900.00                       |
|                          | Phone                          | 101-240-52530 | \$694.02            | \$1,500.00                                   | \$1,050.00          | \$1,500.00                     |
|                          | Mileage                        | 101-240-52580 |                     | \$0.00                                       | \$0.00              | \$0.00                         |
|                          | Training                       | 101-240-52590 | \$499.00            | \$4,000.00                                   | \$3,240.00          | \$4,500.00                     |
|                          | Office Expense                 | 101-240-53600 | \$5,634.79          | \$6,000.00                                   | \$7,640.00          | \$15,000.00                    |
|                          | Postage                        | 101-240-53605 | \$0.00              | \$300.00                                     | \$50.00             | \$300.00                       |
|                          | Small Equipment                | 101-240-53618 | \$1,073.40          | \$2,500.00                                   | \$950.90            | \$2,500.00                     |
|                          | Computer Software              | 101-240-54756 | \$0.00              | \$3,835.00                                   | \$3,835.00          | \$4,200.00                     |
| <b>Total</b>             |                                |               | <b>\$148,664.86</b> | <b>\$349,851.00</b>                          | <b>\$347,137.14</b> | <b>\$475,822.00</b>            |

# Employee Services Quarterly Review

October – December 2022

## Human Resources

CURRENT Active Employees: 239

Fourth Quarter 2022:

|                           |                                                                                                         |
|---------------------------|---------------------------------------------------------------------------------------------------------|
| New Hires:                | 4 <sup>th</sup> Quarter: 13<br><br>2021 New Hires: 72<br>2022 New Hires: 75                             |
| Separation of Employment: | 4 <sup>th</sup> Quarter: 11<br>(4 Terminations)<br>(7 Resignations)<br><br>2021 SoE: 70<br>2022 SoE: 60 |

- Conducted 9 Open Enrollment Meetings
  - 100% Compliance/Completed
- Benefits changes were all made in our systems
- Held Flu Shot Clinic
- Salary Structure Completed for each office/department. Worked with Amy Dent to review each employee salary position to place in 2023 budget. Salary Structure is now built into our budgeting software for years to come. HR will work with Elected Officials/Department Heads to adjust each applicable employee's salary throughout the year.
- Managed weekly meetings with vendors to ascertain the County's needs for telephone, internet, and technology services. GoTo phone transfer 75% complete.
- Worked with Tier 1 and a panel of Elected Officials to select technology services for 2023.
- Tracked Compensatory Time payouts and overtime usage.
- Updated and Maintained the Employee Referral Plan
- Pandemic Updates
  - HR has tracked each employee absence since 3/30/2020 to ensure safety of our workforce/contain exposure. The Federal Emergency Paid Leave ended on 9/30/21 but we continued to track absences.
  - HR orders/tracks/monitors take-home COVID-19 test kits to employees and their dependents. HR has tracked each positive employee case and conducted all contact tracing of employee exposures.
    - Positive Employees are contacted to discuss their HIPAA rights and to identify anyone who might have been exposed through their employment. (We use the recommended guidelines of the CDC.)
    - Positive and Exposed Employees are monitored through their exposure period.
  - Completed all ARPA reimbursement/Check Requests for our Employee COVID-19 Testing

- Tracked multiple FMLA leaves
- Tracked and monitored multiple Worker's Comp injuries/claims.
- Conducted personal orientations for all new hires/benefits and Exit Interviews with separating employees
- Completed Random Drug Testing for 4<sup>th</sup> Quarter
- Employee of the Quarter completed for 4<sup>th</sup> Quarter
- Remain point person for County Website
- Attended Connell Insurance Winter Seminar
- Served as the Chair and County liaison between Historic River District, City of Ozark, and the Ozark Chamber of Commerce for the Friday Night Light event series the first 3 Fridays in December on the square.
- Serves as Chair for internal Safety Committee (Meets Quarterly)
- Recruitment (157 Applications Reviewed/Received)
- 13 Positions Filled
- 18 positions currently Open
  - Correction Officer/Deputy
  - Field Appraiser
  - Building Permitting Technician
  - Jail Custodian
  - Legal Assistant
  - Patrol Deputy
  - Assistant Prosecuting Attorney

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### **Purchasing Agent 4<sup>th</sup> Quarter Update**

#### **Purchase Order Summary Report from 10/1/22 through 12/15/22**

- 981 Purchase Orders - \$2,518,168.59

#### **Issued Bids/RFP:**

- SFS – 2022-23 Cloud Permit - Voided
- ITB – 2022-24 Common 1 Base Rock projects – Quarry Stone for NE County
- RFP – 2022-25 Planning & Development Software
- ITB – 2022-26 Contract for Bulk Highway Salt (Deicing) Products for County Roads
- ITB – 2022-27 Annual General Carpentry Services

#### **New Contracts:**

- Optimum
- Springnet
- Suddenlink
- Crown Castle
- Pilot Wireless'App Smart
- Data Bank
- Esentire
- Pitt Technology
- Double Eagle Aggregates
- CareATC

- Williams Diversified Materials, Inc.
- Central Salt, LLC.
- Citizen Serve
- Hambey Construction

#### **Contract Renewals:**

- Rapiscan – X-ray machines
- PCnet – Contract extension – 2/28/22
- Big Bear Shredding – Recycling Services
- ESRI Incorporated – GIS services

#### **Emergency Purchase:**

- MoDot inspections showed three bridges, Chadwick, Temple Hill and Sherrow. All three needed immediate repair.
- Locks changed in County Clerk's office
- Equipment for fax machines for them to work with the new phone system.

#### **Purchasing Update:**

- Quill
  - Discussion regarding "free items" for purchase. New policy issued in Purchasing Policy Manual.
- Sent email to Elected Officials and Department Heads regarding:
  - Free and No-Gift Acceptance Policy
- 2022 Fiscal Year End Instructions
- End of Year Instructions sent to all Elected Officials and Department Heads
- PO Aging report sent to Elected Officials and Department Heads

#### **Missouri Association of Public Purchasing (MAPP)**

- Attended MAPP Quarterly Board Meeting in Columbia, MO – December 9, 2022
  - Sworn in as 2023 Vice-President to the board
  - MAPP Conference to be held – Fall of 2022 in Springfield

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#### **IT Specialist 4<sup>th</sup> Quarter Update**

#### **IT 4th Quarter Update**

##### **Completed items:**

- Ported 226 DID's to the new GoTo cloud-based phone system
- JCI / CCIT fix (Circuit Courts building) Judge parking gate badge access and Judge's elevator (by MULES) skipping 1<sup>st</sup> floor and not working correctly
- CCSO Capt LaRose DT upgrade
- CCSO patrol & CID ToughBooks upgrade SSD & RAM – completed list of specific computers determined by Capt LaRose and CCSO w/PCNet assistance quoting and installing upgrades

- GoTo PBX call flow / auto attendant menus building and configuration for all CC departments w/TierOne assistance
- GoTo PBX administration configuration in prep for GoTo transition
- CCSO CODY version update to restore email functionality
- 216 helpdesk tickets
- Troubleshoot/repaired C2 road barn Wi-Fi +network
- Fixed INOP large format printer for Resource Mgt
- MULES system service down, troubleshoot and tracked fix (external problem)
- Had PCNet move main commission fileserver and other virtual machines from aging "temporary server environment" to CISCO HyperFlex environment and removed the temp servers from site (they belonged to PCNet)
- Setup shared email box for recorder office, IT office, and assessor office
- Got Server12 shared copier for CCSO squad room to quit dropping off the network and cleared the queue to allow more reliable shared printing for deputies when at HQ
- Loaded copier auditing software on CC network so leased copiers can be correctly billed
- Fixed failing CCSO ECP3 X-ray machine (power and monitor/viewing capabilities)
- Upgraded 2x CCSO interview room computers with increased RAM
- Assisted with 1x sunshine law request through CCPA and CCSO
- Coordinated w/911 IT on phone troubleshooting and 2x connectivity problems to 911 Admin area
- Troubleshoot and facilitated training and fix of new GoTo phone system during all phases of rollout

In-progress:

- Complete GoTo phone migration
- Internal ticketing system rollout
- Cloud-based data center migration
- Internet connectivity migration to redundant uplinks
- Security infrastructure vendor migration
- End point security vendor migration
- Employee services building badge swipe access (80%) w/NetWatch
- Recorder breakroom access door swipe badge access (75%) w/JCI
- Recycle program for Christian County e-waste
- Future CCSO CODY / Pathfinder transition work (30%) – driven by Captain Seiner CCSO Patrol



UNCOMMONLY INDEPENDENT

December 5, 2022


Christian County Commission  
100 W. Church Street, Room 100  
Ozark, MO 65721

Re: Hartman & Company, Inc.  
Bond #37BCSIX0514  
Bond Amount: \$756,634.70  
Project: Nelson Mill Bridge Deck Replacement – STBG-9901(830)

This letter will serve as your authority to date the Bonds and the Powers of Attorney on the above captioned project.

Very truly yours,

Hartford Fire Insurance Company

By:   
Debra J. Scarborough  
Attorney-in-Fact



## Christian County Commission

100 W. Church Street Room 100  
Ozark, Missouri 65721  
(417) 582-4300

Ralph Phillips  
Presiding Commissioner

Lynn Morris  
Eastern Commissioner

Hosea Bilyeu  
Western Commissioner

November 29, 2022

TO: Hartman & Company, Inc.  
1200 E. Woodhurst, J-200  
Springfield, MO 65804

RE: Christian County STBG-9901(830)  
Nelson Mill Road Bridge Redecking  
Notice of Award Letter

You are notified that your bid dated October 20, 2022, for the referenced contract has been evaluated. Your organization has been determined to be the lowest responsible bidder and has been awarded the contract for the work as itemized on your bid form.

The Contract Price of your Contract is seven hundred fifty-six thousand, six hundred thirty-four dollars and seventy cents (\$756,634.70).

Enclosed are the required contract documents for execution by your firm. Christian County will return one set of Contract Documents to you after these are executed by the County.

Your organization shall comply with the following conditions precedent within the number of days after receipt of the Notice of Award specified in the Instructions to Bidders, that is within fifteen (15) calendar days, you shall:

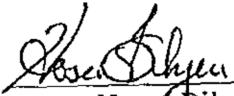
1. Sign and return the executed Notice of Award.
2. Sign and return the executed Contract.
3. Sign and return the executed Performance and Payment Bonds with acknowledgement by surety and power of attorney for your insurance provider.
4. Submit Certificate of Insurance.


Failure to comply with these conditions within the time specified may entitle the Owner to consider your Bid abandoned, annul this Notice of Award and declare your Bid Security forfeited.

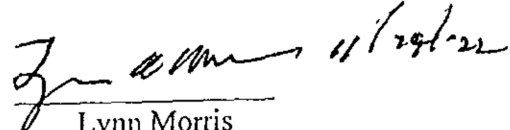
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Sincerely,

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Hosea Bilyeu  
Western District Commissioner

  
Ralph Phillips  
Presiding Commissioner

  
Lynn Morris  
Eastern District Commissioner

Received on Nov 29, 2022

By:   
Hartman & Company, Inc.

CONTRACT NO. \_\_\_\_\_

**LPA CONTACT INFORMATION:**

Christian County Commission  
100 W. Church, Room 100  
Ozark, MO 65721

P: 417-582-4300

F:

E: mbeadles@christiancountymo.gov

**CONTRACTOR CONTACT INFORMATION:**

Hartman & Company, Inc.  
1200 E. Woodhurst, J-200  
Springfield, MO 65804

P: (417) 882-2062

F:

E: hr@hartmancomo.com

## Contract

### NELSON MILL BRIDGE DECK REPLACEMENT

**STBG-9901(830)**

#### CONTRACT AGREEMENT

**THIS AGREEMENT** made and entered into by and between the Christian County Commission and

Hartman & Company, Inc. of Springfield, Missouri (Hereinafter referred to as the Contractor):

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

The contractor at his own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal designated and marked:

Nelson Mill Bridge Deck Replacement  
STBG-9901(830)

and agrees to perform all the work required by the contract as shown on the plans and specifications. The "Notice to Contractor," "Plans," "Proposal," "Contract Bond," "Acknowledgement," "Special Provisions," "Specifications," "Notice to Proceed," "Addenda," and all change orders are made a part hereof as fully as if set out herein.

It is understood and agreed that, except as may be otherwise provided for in the Proposal, the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 2021, Fourth Edition", and all revisions thereto. Said Standards are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

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

The said Contractor agrees further to begin work within ten calendar days of the authorization date in the Notice to Proceed, and to complete the work within the time specified in the proposal or such additional time as may be allowed by the Christian County under the contract.

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

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

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

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

The Christian County agrees to pay the Contractor in the amount of

Seven Hundred Fifty-Six Thousand Six Hundred Thirty-Four and 70/100 \*\*\* Dollars

(\$ 756,634.70 \*\*\*) as full compensation for the performance of work embraced in this contract, subject to adjustment as provided for changes in the quantities by means of approved change orders.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this  
20 day of DEC 2022 at Christian County, Missouri.

FOR: Christian County Commission

ATTEST, CHRISTIAN COUNTY CLERK (Seal) By:

Kay Brown

ABSENT  
Ralph Phillips - PRESIDING COMMISSIONER

Hosea Bilyeu  
Hosea Bilyeu - ASSOCIATE COMMISSIONER

Lynn Morris  
Lynn Morris - ASSOCIATE COMMISSIONER

FOR: Harcum & Company Inc  
Contractor

By: [Signature]  
Signature of Representative

Title: President

ATTEST (Seal)

[Signature]

# Performance Bond

## NELSON MILL BRIDGE DECK REPLACEMENT

### STBG-9901(830)

KNOW ALL MEN BY THESE PRESENTS: That Hartman & Company, Inc. as principal, and Hartford Fire Insurance Company as surety, are held and firmly bound to the Christian County Commission, Missouri, in the sum of Seven Hundred Fifty Six Thousand, Six Hundred Thirty Four and 70/100 dollars (\$ 756,634.70) to be paid to the Christian County Commission, Missouri, and for the lawful payment of said sum we, and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors and assigns firmly by these presents,

The condition of this bond is such that:

WHEREAS, the above-named principal did, on the 5th day of December, 2022, enter into a contract with the Christian County Commission, Missouri, for:

#### Project Description

Remove existing bridge deck and replace with concrete deck.

NOW, THEREFORE, if the above-named principal shall well and truly:

Keep and perform all of the contract of his or her, its or their part to be kept and performed, and faithfully comply with all of the laws of the State of Missouri and all the ordinances of the Christian County Commission, Missouri, applicable to the aforesaid contract and this bond and the conditions of said contract, and at the time stipulated in said contract or within a reasonable time if no time is stipulated; and,

Then this obligation shall be void, otherwise it shall remain in full force and effect.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for the work, or because of extensions of time for the performance of work, and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extensions of time.

In addition to any other remedies which may be had by the Christian County Commission, Missouri, under this bond, the Christian County Commission may in case of default or abandonment of the contract hereinbefore referred to notify the surety hereto by registered or certified mail directed to the surety or to its attorney-in-fact for it authorized at the time of the execution of this bond that such default or abandonment has occurred, which such notice need not be detailed but may be in generalities, and the surety shall have the obligation to inquire into the nature of such default or abandonment and to thereafter within sixty (60) days from the date of such notice proceed toward completion without undue delay of the improvement in accordance with the contract aforesaid; and in the event of default on the part of the surety to proceed to complete as aforesaid the Christian County Commission, Missouri, shall have the right to itself complete the work, and upon completion to be reimbursed by the principal, the surety or both of them for the cost of said completion including cost of re-advertisements, preparation of new plans, contracts, and all other ordinary and reasonable expenses in connection with completion of the work.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day of December, 2022,  
or have caused these presents to be executed by our authorized agent on the same day and year.

By:

Present

**Approved as to Form:**

By:

Debra J. Scarborough, Attorney-in-Fact  
Surety Telephone: (866) 547-5000

Attorney

# Payment Bond

## NELSON MILL BRIDGE DECK REPLACEMENT

### STBG-9901(830)

KNOW ALL MEN BY THESE PRESENTS: That Hartman & Company, Inc. as principal, and Hartford Fire Insurance Company, as surety, are held and firmly bound to the Christian County Commission, Missouri, in the sum of Seven Hundred Fifty Six Thousand, Six Hundred Thirty Four and 70/100 dollars (\$756,634.70) to be paid to the Christian County Commission, Missouri, and for the lawful payment of said sum we, and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors and assigns firmly by these presents,

The condition of this bond is such that:

WHEREAS, the above-named principal did, on the 5th day of December 2022, enter into a contract with the Christian County Commission, Missouri, for:

#### Project Description

Remove existing bridge deck and replace with concrete deck.

NOW, THEREFORE, if the above-named principal shall well and truly:

Pay for any and all materials, lubricants, oil, gasoline, grain, hay, feed, coal and coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the work afore described, and all insurance premiums both for compensation and for all other kinds of insurance on said work above described, and for all labor performed in the work whether by the principal or by subcontractor or otherwise and at the prevailing hourly rate of wages made applicable to the work as specified by the contract (if a prevailing hourly rate of wages shall have been so specified).

Then this obligation shall be void, otherwise it shall remain in full force and effect.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for the work, or because of extensions of time for the performance of work, and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extensions of time.

It is understood and agreed that any person entitled to payment for any of the matters upon which this bond is conditioned shall have the right in his name or in the name of the Christian County Commission, Missouri, to bring suit upon this bond for the recovery of such payment. It is further agreed that no such suit shall be instituted after the expiration of ninety (90) days from the completion of the contract hereinbefore referred to unless otherwise provided by the Christian County Commission.

This bond shall be governed by the laws of the State of Missouri. The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Circuit Court of Christian County, Missouri, and the parties hereto expressly waive all rights to venue inconsistent therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day of December, 2022,  
or have caused these presents to be executed by our authorized agent on the same day and year.

Company: Hartman & Company, Inc.  
1200 E. Woodhurst, J-200, Springfield, MO 65804

By:

DJE  
President

Surety:

Hartford Fire Insurance Company  
One Hartford Plaza, Hartford, CT 06155-0001

By:

Debra J. Scarborough  
Debra J. Scarborough, Attorney-in-Fact  
Surety Telephone: (860) 547-5000

Approved as to Form:

\_\_\_\_\_  
Attorney

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: LOCKTON COMPANIES LLC

Agency Code: 37-272106

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut  
☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana  
☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut  
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut  
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana  
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois  
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana  
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited:

Christy M. Braile, Jeffrey C. Carey, Mary T. Flanigan, Tahitia M. Fry, Veronica Lawver, Rebecca S. Leal, Charissa D. Lecuyer, Kellie A. Meyer, Patrick T. Pribyl, Debra J. Scarborough, Lauren Scott, Evan D. Sizemore, C. Stephens Griggs, Charles R. Teter, III of KANSAS CITY, Missouri

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒ and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*

Jessica Ciccone  
My Commission HII 122280  
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of \_\_\_\_\_

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President



# CERTIFICATE OF LIABILITY INSURANCE

12/31/2022

DATE (MM/DD/YYYY)

12/5/2022

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> Lockton Companies<br>444 W. 47th Street, Suite 900<br>Kansas City MO 64112-1906<br>(816) 960-9000<br>kctsu@lockton.com | <b>CONTACT NAME:</b>                                        | <b>FAX (A/C. No.):</b> |               |
|                                                                                                                                        | <b>PHONE (A/C. No. Ext.):</b>                               | <b>E-MAIL ADDRESS:</b> |               |
| <b>INSURED</b> 1361411 HARTMAN AND COMPANY, INC.<br>1200 E. WOODHURST, SUITE J-200<br>SPRINGFIELD MO 65804                             | <b>INSURER(S) AFFORDING COVERAGE</b>                        |                        | <b>NAIC #</b> |
|                                                                                                                                        | <b>INSURER A:</b> The Phoenix Insurance Company             |                        | 25623         |
|                                                                                                                                        | <b>INSURER B:</b> The Standard Fire Insurance Company       |                        | 19070         |
|                                                                                                                                        | <b>INSURER C:</b> Travelers Property Casualty Co of America |                        | 25674         |
|                                                                                                                                        | <b>INSURER D:</b>                                           |                        |               |
|                                                                                                                                        | <b>INSURER E:</b>                                           |                        |               |
| <b>INSURER F:</b>                                                                                                                      |                                                             |                        |               |

**COVERAGES \*** **CERTIFICATE NUMBER:** 19168623 **REVISION NUMBER:** XXXXXXXX

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                                                                                                                                                                                                                                          |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|----------|-------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:   | N                                            | N        | DTC04G740594PHX21 | 12/31/2021              | 12/31/2022              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| C        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | N                                            | N        | 8101L5553402126G  | 12/31/2021              | 12/31/2022              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX                                             |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                                   | N                                            | N        | CUP8H6722542126   | 12/31/2021              | 12/31/2022              | EACH OCCURRENCE \$ 15,000,000<br>AGGREGATE \$ 15,000,000<br>\$ XXXXXXXX                                                                                                                                                                         |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                           | Y/N<br><input checked="" type="checkbox"/> N | N/A      | UB3L18460002126C  | 12/31/2021              | 12/31/2022              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                       |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: PROJECT: #J1986 - CHRISTIAN COUNTY STBG-9901(830), NELSON MILL ROAD BRIDGE REDECKING.

## CERTIFICATE HOLDER

## CANCELLATION

19168623  
CHRISTIAN COUNTY COMMISSION  
100 W. CHURCH STREET ROOM 100  
OZARK, MO 65721

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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Highway

| ACCOUNT ID           | Description                   | 2021 Actual    | FY2023 - FY22<br>Final Amended | 2022 Projected | FY2023 - FY23 (In<br>Progress) |
|----------------------|-------------------------------|----------------|--------------------------------|----------------|--------------------------------|
| Beginning<br>Balance |                               | \$1,463,481.54 | \$2,593,356.69                 | \$2,593,356.69 | \$3,808,955.16                 |
|                      |                               |                |                                |                |                                |
| 221-41310            | Sales Tax                     | \$5,295,635.44 | \$5,745,000.00                 | \$5,712,715.56 | \$5,900,000.00                 |
| 221-43431            | Bridge Replacement            | \$310,969.38   | \$227,645.00                   | \$227,643.36   | \$0.00                         |
| 221-46611            | Interest                      | \$9,723.77     | \$38,000.00                    | \$62,750.00    | \$47,000.00                    |
|                      |                               | \$5,616,328.59 | \$6,010,645.00                 | \$6,003,108.92 | \$5,947,000.00                 |
|                      |                               |                |                                |                |                                |
| 221-800-59501        | Disbursements - Common I      | \$1,856,649.80 | \$2,404,258.00                 | \$1,996,227.90 | \$2,700,000.00                 |
| 221-800-59502        | Disbursements - Common II     | \$1,819,808.41 | \$2,404,258.00                 | \$1,956,635.06 | \$2,700,000.00                 |
| 221-800-59504        | Disbursements                 | \$822.63       | \$4,000.00                     | \$2,879.49     | \$500.00                       |
| 221-800-59505        | Disbursements - Special Roads | \$309,172.60   | \$500,000.00                   | \$331,768.00   | \$500,000.00                   |
| 221-800-59506        | DisurseTo Capital Projects    | \$500,000.00   | \$500,000.00                   | \$500,000.00   | \$500,000.00                   |
| Total                |                               | \$4,486,453.44 | \$5,812,516.00                 | \$4,787,510.45 | \$6,400,500.00                 |

|                |  |                |                |                |                |
|----------------|--|----------------|----------------|----------------|----------------|
| Ending Balance |  | \$2,593,356.69 | \$2,791,485.69 | \$3,808,955.16 | \$3,355,455.16 |
|----------------|--|----------------|----------------|----------------|----------------|

| ACCOUNT           | Account Description           | 2021 Actual    | 2021 B. Amended | 2022 Projected | 2023 B. 23 (In Progress) |
|-------------------|-------------------------------|----------------|-----------------|----------------|--------------------------|
| Beginning Balance |                               | \$749.07       | \$730.03        | \$730.03       | \$1,261.03               |
|                   |                               |                |                 |                |                          |
| 222-43354         | CART                          | \$1,658,096.69 | \$1,873,673.00  | \$1,873,674.00 | \$1,768,425.00           |
| 222-46611         | Interest                      | \$348.19       | \$1,435.00      | \$1,840.00     | \$1,800.00               |
|                   |                               | \$1,658,444.88 | \$1,875,108.00  | \$1,875,514.00 | \$1,770,225.00           |
|                   |                               |                |                 |                |                          |
| 222-800-59501     | Disbursements - Common I      | \$491,957.29   | \$562,102.00    | \$555,920.00   | \$523,685.43             |
| 222-800-59502     | Disbursements - Common II     | \$464,101.26   | \$524,630.00    | \$524,440.00   | \$494,032.84             |
| 222-800-59503     | Disbursements - Bridge        | \$249,081.73   | \$281,055.00    | \$282,361.00   | \$265,516.21             |
| 222-800-59504     | Disbursements - Special Roads | \$453,323.64   | \$505,982.00    | \$512,262.00   | \$482,551.04             |
| Total             |                               | \$1,658,463.92 | \$1,873,769.00  | \$1,874,983.00 | \$1,765,785.52           |

|                |          |            |            |            |
|----------------|----------|------------|------------|------------|
| Ending Balance | \$730.03 | \$2,069.03 | \$1,261.03 | \$5,700.51 |
|----------------|----------|------------|------------|------------|

| ACCOUNT ID    | Description                           | 2021 Actual    | 2022 Final     | 2022 Projected | 2023 - 2023 (In Progress) |
|---------------|---------------------------------------|----------------|----------------|----------------|---------------------------|
|               |                                       | \$2,037,119.51 | \$2,206,885.41 | \$2,206,885.41 | \$2,017,475.10            |
|               |                                       |                |                |                |                           |
| 231-41100     | Property Tax                          | \$147,152.86   | \$150,000.00   | \$132,070.00   | \$119,000.00              |
| 231-41119     | Surtax                                | \$524.94       | \$598.10       | \$598.10       | \$525.00                  |
| 231-41630     | Financial Institution Tax             | \$26.54        | \$0.00         | \$525.00       | \$0.00                    |
| 231-41631     | Interest on Financial Inst Tax        |                | \$0.00         | \$0.19         | \$0.00                    |
| 231-43110     | Disaster Grant                        | \$113,807.60   | \$0.00         | \$0.00         | \$0.00                    |
| 231-43301     | National Forest Revenue               | \$22,726.40    | \$31,957.00    | \$31,957.87    | \$23,000.00               |
| 231-46611     | Interest                              | \$7,519.51     | \$24,945.00    | \$28,620.00    | \$28,000.00               |
| 231-48101     | Miscellaneous Revenue                 | \$24,042.96    | \$210,620.00   | \$210,620.88   | \$0.00                    |
| 231-48102     | Expense Reimbursement                 |                | \$0.00         | \$8.58         | \$0.00                    |
| 231-49210     | Sale of Assets                        |                | \$0.00         | \$0.00         | \$0.00                    |
| 231-49290     | Transfer In - Road Sales Tax          | \$1,853,087.83 | \$2,404,258.00 | \$2,087,765.00 | \$2,700,000.00            |
| 231-49291     | Transfer In - Road Sales Tax Interest | \$3,446.81     | \$9,817.00     | \$12,145.00    | \$5,000.00                |
| 231-49295     | Transfer In - CART                    | \$491,957.29   | \$562,102.00   | \$555,920.00   | \$523,685.00              |
|               |                                       | \$2,664,292.74 | \$3,394,297.10 | \$3,060,230.62 | \$3,399,210.00            |
|               |                                       |                |                |                |                           |
| 231-600-51120 | Salary Other - COMMON ROAD            | \$549,359.54   | \$666,450.00   | \$660,935.00   | \$767,950.00              |
| 231-600-51210 | Health Insurance                      | \$75,492.08    | \$94,315.00    | \$89,678.00    | \$99,050.00               |
| 231-600-51220 | FICA                                  | \$42,573.63    | \$50,988.00    | \$50,860.00    | \$58,750.00               |
| 231-600-51230 | Lagers                                | \$74,138.87    | \$86,643.00    | \$80,985.00    | \$96,762.00               |
| 231-600-51250 | Unemployment Insurance                | \$1,193.57     | \$1,568.00     | \$1,040.00     | \$750.00                  |
| 231-600-51260 | Workers' Compensation                 | \$28,648.91    | \$66,500.00    | \$44,700.80    | \$58,225.00               |
| 231-610-51270 | Uniforms                              | \$9,526.51     | \$12,500.00    | \$10,306.00    | \$12,000.00               |
| 231-610-52410 | Utilities                             | \$7,948.51     | \$11,000.00    | \$11,092.00    | \$13,000.00               |
| 231-610-52430 | Repairs & Maintenance Equipment       | \$70,249.40    | \$85,000.00    | \$82,823.00    | \$85,000.00               |
| 231-610-52436 | Tire & Tire Repair                    | \$14,943.27    | \$20,000.00    | \$21,410.00    | \$24,000.00               |
| 231-610-52438 | Building Repairs & Maintenance        | \$3,134.00     | \$11,000.00    | \$12,475.00    | \$5,000.00                |
| 231-610-52442 | Equipment Rental                      |                | \$0.00         | \$0.00         | \$0.00                    |
| 231-610-52520 | Property & Liability Insurance        | \$13,615.92    | \$14,000.00    | \$13,022.32    | \$13,500.00               |
| 231-610-52522 | Bond                                  | \$214.50       | \$0.00         | \$0.00         | \$0.00                    |
| 231-610-52525 | Vehicle Insurance                     | \$31,412.87    | \$56,645.00    | \$56,643.96    | \$55,000.00               |

|               |                                   |                |                |                |                |
|---------------|-----------------------------------|----------------|----------------|----------------|----------------|
| 231-610-52530 | Phone                             | \$4,258.45     | \$4,500.00     | \$4,120.00     | \$4,500.00     |
| 231-610-52570 | Travel and Meal Reimbursment      |                | \$200.00       | \$0.00         | \$250.00       |
| 231-610-52590 | Training                          | \$146.35       | \$2,750.00     | \$619.98       | \$2,500.00     |
| 231-610-53601 | Shop Expense                      | \$35,330.47    | \$35,000.00    | \$36,605.00    | \$35,000.00    |
| 231-610-53613 | Road Signs                        | \$15,483.49    | \$15,500.00    | \$10,870.00    | \$20,000.00    |
| 231-610-53615 | Snow Removal                      | \$17,768.26    | \$50,000.00    | \$19,787.87    | \$50,000.00    |
| 231-610-53618 | Small Equipment                   | \$261.60       | \$1,500.00     | \$375.00       | \$1,500.00     |
| 231-610-53619 | Late Fees                         |                | \$0.00         | \$0.00         | \$0.00         |
| 231-610-53626 | Fuel Expense                      | \$86,596.03    | \$111,000.00   | \$120,652.00   | \$100,000.00   |
| 231-610-53720 | Road Maintenance & Repair         | \$1,296,369.61 | \$1,750,000.00 | \$1,393,000.00 | \$1,750,000.00 |
| 231-610-53722 | Bridge & Culvert                  |                | \$0.00         | \$0.00         | \$0.00         |
| 231-610-54700 | Buildings & Building Improvements | \$13,813.00    | \$6,000.00     | \$1,940.00     | \$0.00         |
| 231-610-54750 | Equipment                         | \$102,048.00   | \$425,700.00   | \$525,700.00   | \$130,000.00   |
| Total         |                                   | \$2,494,526.84 | \$3,578,759.00 | \$3,249,640.93 | \$3,382,737.00 |

|                |                |                |                |                |
|----------------|----------------|----------------|----------------|----------------|
| Ending Balance | \$2,206,885.41 | \$2,022,423.51 | \$2,017,475.10 | \$2,033,948.10 |
|----------------|----------------|----------------|----------------|----------------|

| ACCOUNT ID           | Description                           | FY21 Actual           | FY2022 - FY22 Final<br>Amended | 2022 Projected        | FY2023 - FY23 (in<br>Progress) |
|----------------------|---------------------------------------|-----------------------|--------------------------------|-----------------------|--------------------------------|
| Beginning<br>Balance |                                       | \$1,247,187.62        | \$1,530,090.37                 | \$1,530,090.37        | \$1,626,817.59                 |
|                      |                                       |                       |                                |                       |                                |
| 232-41100            | Property Tax                          | \$0.00                | \$87.16                        | \$87.16               | \$0.00                         |
| 232-41119            | Surtax                                | \$8,613.48            | \$8,497.06                     | \$8,497.06            | \$8,600.00                     |
| 232-43110            | Disaster Grant                        | \$142,079.23          | \$0.00                         | \$0.00                | \$0.00                         |
| 232-46611            | Interest                              | \$4,726.85            | \$18,725.00                    | \$21,530.00           | \$21,500.00                    |
| 232-48101            | Miscellaneous Revenue                 |                       | \$135.00                       | \$134.53              | \$0.00                         |
| 232-48102            | Expense Reimbursement                 | \$1,541.97            | \$6.52                         | \$6.52                | \$0.00                         |
| 232-49210            | Sale of Assets                        |                       | \$0.00                         | \$0.00                | \$0.00                         |
| 232-49290            | Transfer In - Road Sales Tax          | \$1,816,343.58        | \$2,404,258.00                 | \$2,046,375.00        | \$2,700,000.00                 |
| 232-49291            | Transfer In - Road Sales Tax Interest | \$3,351.95            | \$9,550.00                     | \$11,810.00           | \$4,500.00                     |
| 232-49295            | Transfer In - CART                    | \$464,101.26          | \$524,630.00                   | \$524,440.00          | \$494,033.00                   |
|                      |                                       | <b>\$2,440,758.32</b> | <b>\$2,965,888.74</b>          | <b>\$2,612,880.27</b> | <b>\$3,228,633.00</b>          |
|                      |                                       |                       |                                |                       |                                |
| 232-600-51120        | Salary Other - COMMON ROAD            | \$555,554.49          | \$617,215.00                   | \$552,016.00          | \$649,675.00                   |
| 232-600-51210        | Health Insurance                      | \$70,465.92           | \$88,600.00                    | \$69,165.00           | \$82,767.00                    |
| 232-600-51220        | FICA                                  | \$42,697.56           | \$47,508.00                    | \$42,390.00           | \$49,705.00                    |
| 232-600-51230        | Lagers                                | \$76,520.46           | \$81,235.00                    | \$70,484.00           | \$81,860.00                    |
| 232-600-51250        | Unemployment Insurance                | \$1,192.62            | \$1,570.00                     | \$881.00              | \$750.00                       |
| 232-600-51260        | Workers' Compensation                 | \$38,940.70           | \$61,155.00                    | \$55,489.32           | \$51,480.00                    |
| 232-610-51270        | Uniforms                              | \$8,923.73            | \$12,500.00                    | \$7,052.00            | \$12,500.00                    |
| 232-610-52410        | Utilities                             | \$8,119.76            | \$9,500.00                     | \$9,165.00            | \$9,500.00                     |
| 232-610-52430        | Repairs & Maintenance Equipment       | \$74,508.43           | \$95,000.00                    | \$112,335.00          | \$90,000.00                    |
| 232-610-52436        | Tire & Tire Repair                    | \$18,145.71           | \$18,000.00                    | \$19,795.00           | \$18,000.00                    |
| 232-610-52438        | BUILDING REPAIRS & MAINTENANCE        | \$3,945.14            | \$10,000.00                    | \$4,830.00            | \$2,500.00                     |
| 232-610-52520        | Property & Liability Insurance        | \$12,622.79           | \$13,000.00                    | \$12,060.27           | \$12,400.00                    |
| 232-610-52522        | Bond                                  | \$214.50              | \$0.00                         | \$0.00                | \$0.00                         |
| 232-610-52525        | Vehicle Insurance                     | \$27,610.86           | \$45,989.00                    | \$45,989.00           | \$46,000.00                    |
| 232-610-52530        | Phone                                 | \$2,584.01            | \$3,000.00                     | \$2,963.00            | \$3,500.00                     |
| 232-610-52570        | Travel and Meal Reimbursment          |                       | \$200.00                       | \$0.00                | \$250.00                       |
| 232-610-52590        | Training                              | \$146.35              | \$2,700.00                     | \$287.49              | \$2,500.00                     |

|               |                                   |                       |                       |                       |                       |
|---------------|-----------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| 232-610-53601 | Shop Expense                      | \$26,195.52           | \$25,000.00           | \$27,510.00           | \$35,000.00           |
| 232-610-53613 | Road Signs                        | \$9,351.81            | \$17,500.00           | \$15,620.00           | \$21,000.00           |
| 232-610-53615 | Snow Removal                      | \$19,102.07           | \$50,000.00           | \$27,286.34           | \$50,000.00           |
| 232-610-53618 | Small Equipment                   | \$0.00                | \$1,500.00            | \$612.00              | \$1,500.00            |
| 232-610-53619 | Late Fees                         |                       | \$0.00                | \$0.00                | \$0.00                |
| 232-610-53626 | Fuel Expense                      | \$85,323.72           | \$112,000.00          | \$116,352.00          | \$100,000.00          |
| 232-610-53720 | Road Maintenance & Repair         | \$949,130.92          | \$1,250,000.00        | \$1,219,913.63        | \$1,700,000.00        |
| 232-610-54700 | Buildings & Building Improvements | \$27,190.50           | \$2,500.00            | \$0.00                | \$0.00                |
| 232-610-54750 | Equipment                         | \$99,368.00           | \$210,000.00          | \$103,957.00          | \$100,000.00          |
| Total         |                                   | <b>\$2,157,855.57</b> | <b>\$2,775,672.00</b> | <b>\$2,516,153.05</b> | <b>\$3,120,887.00</b> |

|                |                |                |                |                |
|----------------|----------------|----------------|----------------|----------------|
| Ending Balance | \$1,530,090.37 | \$1,720,307.11 | \$1,626,817.59 | \$1,734,563.59 |
|----------------|----------------|----------------|----------------|----------------|

| ACCOUNT ID        | Description                       | 2021 Actual         | 2022 Budget         | 2022 Proposed       | FY2023 (in thousands) |
|-------------------|-----------------------------------|---------------------|---------------------|---------------------|-----------------------|
| Beginning Balance |                                   | \$1,056,203.50      | \$1,220,020.19      | \$1,220,020.19      | \$1,427,441.19        |
| 233-43354         | CART                              | \$18,397.90         | \$0.00              | \$0.00              | \$0.00                |
| 233-43411         | Miscellaneous Grants              | \$0.00              | \$0.00              | \$0.00              | \$0.00                |
| 233-43431         | Bridge Replacement                |                     | \$0.00              | \$0.00              | \$0.00                |
| 233-46611         | Interest                          | \$3,468.09          | \$3,800.00          | \$17,020.00         | \$17,000.00           |
| 233-49295         | Transfer In - CART                | \$230,316.60        | \$242,951.00        | \$282,361.00        | \$265,516.00          |
| 233-49296         | Transfer In - CART Interest       | \$367.23            | \$365.00            | \$1,310.00          | \$1,200.00            |
|                   |                                   | <b>\$252,549.82</b> | <b>\$247,116.00</b> | <b>\$300,691.00</b> | <b>\$283,716.00</b>   |
| 233-610-52330     | Road Study                        |                     | \$0.00              | \$0.00              | \$0.00                |
| 233-610-53613     | Road Signs                        |                     | \$0.00              | \$0.00              | \$0.00                |
| 233-610-53720     | Bridge Construction & Maintenance | \$88,733.13         | \$511,055.15        | \$93,270.00         | \$1,082,965.00        |
| Total             |                                   | <b>\$88,733.13</b>  | <b>\$511,055.15</b> | <b>\$93,270.00</b>  | <b>\$1,082,965.00</b> |

|                |                |              |                |              |
|----------------|----------------|--------------|----------------|--------------|
| Ending Balance | \$1,220,020.19 | \$956,081.04 | \$1,427,441.19 | \$628,192.19 |
|----------------|----------------|--------------|----------------|--------------|

| Account ID        | Description                        | 2021 Actual         | 2022 Budgeted       | 2022 Projected      | 2021-22 Projected   |
|-------------------|------------------------------------|---------------------|---------------------|---------------------|---------------------|
| Beginning Balance |                                    | \$0.00              | \$712,747.46        | \$712,747.46        | \$1,415,112.46      |
|                   |                                    |                     |                     |                     |                     |
| 235-46611         | Interest                           | \$747.46            | \$650.00            | \$9,865.00          | \$9,800.00          |
| 235-49101         | Transfer In - General Fund         | \$212,000.00        | \$200,000.00        | \$200,000.00        | \$200,000.00        |
| 235-49290         | Transfer In - Road Sales Tax       | \$500,000.00        | \$500,000.00        | \$500,000.00        | \$500,000.00        |
|                   |                                    | <b>\$712,747.46</b> | <b>\$700,650.00</b> | <b>\$709,865.00</b> | <b>\$709,800.00</b> |
|                   |                                    |                     |                     |                     |                     |
| 235-610-53720     | Project Expenditures               | \$0.00              | \$490,000.00        | \$0.00              | \$100,000.00        |
| 235-800-59504     | Disbursements-Municipal Cost Share | \$0.00              | \$0.00              | \$7,500.00          | \$25,000.00         |
| Total             |                                    | <b>\$0.00</b>       | <b>\$490,000.00</b> | <b>\$7,500.00</b>   | <b>\$125,000.00</b> |

Ending Balance

\$712,747.46

\$923,397.46

\$1,415,112.46

\$1,999,912.46

|                                          |                                 | Account ID    | 2021 Actual         | 2022 Approved       | 2022 Projected      | 2023 FY23 (In Progress) |
|------------------------------------------|---------------------------------|---------------|---------------------|---------------------|---------------------|-------------------------|
|                                          |                                 |               |                     |                     |                     |                         |
|                                          |                                 |               |                     |                     |                     |                         |
| <b>Planning &amp; Development</b>        |                                 |               |                     |                     |                     |                         |
|                                          | Salary Other - P & D            | 101-200-51120 | \$154,164.42        | \$233,882.00        | \$240,335.00        | \$273,305.00            |
|                                          | Health Insurance                | 101-200-51210 | \$24,712.35         | \$30,294.00         | \$32,630.00         | \$36,555.00             |
|                                          | FICA                            | 101-200-51220 | \$13,663.62         | \$17,895.00         | \$18,165.00         | \$20,910.00             |
|                                          | Lagers                          | 101-200-51230 | \$19,965.92         | \$29,340.00         | \$29,260.00         | \$34,440.00             |
|                                          | Unemployment Insurance          | 101-200-51250 | \$477.35            | \$635.00            | \$570.00            | \$275.00                |
|                                          | Workers' Compensation           | 101-200-51260 | \$3,430.37          | \$7,455.00          | \$8,524.61          | \$2,720.00              |
|                                          | Grant Expense                   | 101-200-52321 | \$0.00              | \$1,348.00          | \$0.00              | \$1,348.00              |
|                                          | GIS                             | 101-200-52342 | \$7,727.00          | \$11,000.00         | \$7,200.00          | \$11,000.00             |
|                                          | Stormwater                      | 101-200-52343 | \$5,600.00          | \$10,000.00         | \$3,400.00          | \$10,000.00             |
|                                          | Repairs & Maintenance Equipment | 101-200-52430 | \$79.31             | \$500.00            | \$100.00            | \$500.00                |
|                                          | Vehicle Maintenance & Repair    | 101-200-52435 | \$676.07            | \$500.00            | \$70.00             | \$500.00                |
|                                          | Dues                            | 101-200-52500 | \$1,586.00          | \$1,400.00          | \$1,200.00          | \$1,400.00              |
|                                          | BOA Board Meetings              | 101-200-52510 | \$1,400.00          | \$2,000.00          | \$1,375.00          | \$2,000.00              |
|                                          | Refunds                         | 101-200-52515 | \$5,639.10          | \$0.00              | \$0.00              | \$0.00                  |
|                                          | Phone                           | 101-200-52530 | \$1,060.97          | \$2,400.00          | \$1,160.00          | \$2,400.00              |
|                                          | Mileage                         | 101-200-52580 | \$0.00              | \$500.00            | \$38.08             | \$500.00                |
|                                          | Training                        | 101-200-52590 | \$2,097.97          | \$3,000.00          | \$1,795.00          | \$3,000.00              |
|                                          | Office Expense                  | 101-200-53600 | \$8,659.90          | \$8,200.00          | \$6,995.00          | \$8,200.00              |
|                                          | Postage                         | 101-200-53605 | \$3,092.56          | \$4,000.00          | \$8,180.00          | \$5,000.00              |
|                                          | Small Equipment                 | 101-200-53618 | \$342.67            | \$2,000.00          | \$255.00            | \$2,000.00              |
|                                          | Late Fees                       | 101-200-53619 | \$78.00             | \$0.00              | \$0.00              | \$0.00                  |
|                                          | Fuel Expense                    | 101-200-53626 | \$1,172.99          | \$1,000.00          | \$1,555.00          | \$1,500.00              |
|                                          | Equipment                       | 101-200-54750 | \$0.00              | \$3,500.00          | \$0.00              | \$3,000.00              |
|                                          | Vehicle Purchases               | 101-200-54752 |                     | \$0.00              | \$0.00              | \$0.00                  |
| <b>Total Planning &amp; Development:</b> |                                 |               | <b>\$255,626.57</b> | <b>\$370,849.00</b> | <b>\$362,807.69</b> | <b>\$420,553.00</b>     |

|                |                                 |               |              |              |              |              |
|----------------|---------------------------------|---------------|--------------|--------------|--------------|--------------|
|                |                                 |               |              |              |              |              |
| Recycle        |                                 |               |              |              |              |              |
|                | Salary Other - RECYCLE          | 101-230-51120 | \$65,168.00  | \$64,460.00  | \$66,575.00  | \$71,690.00  |
|                | Health Insurance                | 101-230-51210 | \$10,488.00  | \$11,432.00  | \$10,971.00  | \$11,792.00  |
|                | FICA                            | 101-230-51220 | \$4,745.26   | \$4,932.00   | \$5,075.00   | \$5,485.00   |
|                | Lagers                          | 101-230-51230 | \$8,815.62   | \$8,380.00   | \$7,140.00   | \$9,033.00   |
|                | Unemployment Insurance          | 101-230-51250 | \$181.50     | \$190.00     | \$121.46     | \$120.00     |
|                | Workers' Compensation           | 101-230-51260 | \$3,893.93   | \$6,350.00   | \$6,182.15   | \$5,456.00   |
|                | Uniforms                        | 101-230-51270 | \$1,115.86   | \$1,400.00   | \$1,285.00   | \$1,400.00   |
|                | Utilities                       | 101-230-52410 | \$4,135.50   | \$4,800.00   | \$4,665.00   | \$4,800.00   |
|                | Repairs & Maintenance Equipment | 101-230-52430 | \$2,153.40   | \$1,500.00   | \$1,645.00   | \$1,500.00   |
|                | Vehicle Maintenance & Repair    | 101-230-52435 | \$0.00       | \$1,000.00   | \$0.00       | \$1,000.00   |
|                | Phone                           | 101-230-52530 | \$255.99     | \$750.00     | \$283.00     | \$750.00     |
|                | Office Expense                  | 101-230-53600 | \$256.02     | \$500.00     | \$17.95      | \$500.00     |
|                | Small Equipment                 | 101-230-53618 |              | \$0.00       | \$0.00       | \$0.00       |
|                | Fuel Expense                    | 101-230-53626 | \$1,540.47   | \$1,600.00   | \$2,340.00   | \$1,600.00   |
|                | Equipment                       | 101-230-54750 | \$7,972.67   | \$1,500.00   | \$27,732.00  | \$15,827.00  |
| Total Recycle: |                                 |               | \$110,722.22 | \$108,794.00 | \$134,032.56 | \$130,953.00 |
|                |                                 |               | \$366,348.79 | \$479,643.00 | \$496,840.25 | \$551,506.00 |
|                |                                 |               | \$366,348.79 | \$479,643.00 | \$496,840.25 | \$551,506.00 |



|                        |                                           | Account ID    | 2021 Actual         | 2022 Final<br>Approved | 2022 Projected      | FY2023 - FY23 (In<br>Progress) |
|------------------------|-------------------------------------------|---------------|---------------------|------------------------|---------------------|--------------------------------|
|                        |                                           |               |                     |                        |                     |                                |
|                        |                                           |               |                     |                        |                     |                                |
| <b>Recorder</b>        |                                           |               |                     |                        |                     |                                |
|                        | Salary Elected Official - <b>RECORDER</b> | 101-090-51110 | \$65,645.06         | \$68,927.25            | \$68,927.30         | \$71,340.00                    |
|                        | Salary Other - RECORDER OTHER             | 101-090-51120 | \$101,717.10        | \$117,071.00           | \$116,475.00        | \$125,570.00                   |
|                        | Health Insurance                          | 101-090-51210 | \$20,539.00         | \$22,864.00            | \$22,896.00         | \$23,583.00                    |
|                        | FICA                                      | 101-090-51220 | \$12,332.92         | \$14,229.00            | \$14,365.00         | \$15,065.00                    |
|                        | Lagers                                    | 101-090-51230 | \$21,784.93         | \$22,330.00            | \$22,340.00         | \$22,865.00                    |
|                        | Unemployment Insurance                    | 101-090-51250 | \$299.92            | \$350.00               | \$245.00            | \$320.00                       |
|                        | Workers' Compensation                     | 101-090-51260 | \$252.92            | \$450.00               | \$412.41            | \$495.00                       |
|                        | Office Expense                            | 101-090-53600 |                     | \$0.00                 | \$0.00              | \$0.00                         |
| <b>Total Recorder:</b> |                                           |               | <b>\$222,571.85</b> | <b>\$246,221.25</b>    | <b>\$245,660.71</b> | <b>\$235,678.00</b>            |
|                        |                                           |               | <b>\$222,571.85</b> | <b>\$246,221.25</b>    | <b>\$245,660.71</b> | <b>\$235,678.00</b>            |
|                        |                                           |               | <b>\$222,571.85</b> | <b>\$246,221.25</b>    | <b>\$245,660.71</b> | <b>\$235,678.00</b>            |

| ACCOUNT ID    | DESCRIPTION                     | 2021 Actual | 2022 Budgeted | 2022 YTD Actual | 2023 Proposed |
|---------------|---------------------------------|-------------|---------------|-----------------|---------------|
| 219-44120     | RECORDER FEES & FINES           | \$2,980.00  | \$3,500.00    | \$3,100.00      | \$3,500.00    |
| 219-800-59510 | Disbursement to Family Violence | \$2,980.00  | \$3,500.00    | \$3,100.00      | \$3,500.00    |

| Account           | Description                     | 2021 Actual         | 2022 Budget        | 2022 Projected     | FY2023 - Closed Request |
|-------------------|---------------------------------|---------------------|--------------------|--------------------|-------------------------|
| Beginning Balance |                                 | \$263,601.05        | \$133,820.25       | \$133,820.25       | \$147,126.25            |
| 271-44120         | Recorder of Deeds Fees          | \$56,161.00         | \$33,500.00        | \$65,515.00        | \$33,500.00             |
| 271-46611         | Interest                        | \$388.75            | \$400.00           | \$1,990.00         | \$2,000.00              |
| 271-48101         | Miscellaneous Revenue           |                     | \$0.00             | \$0.00             | \$0.00                  |
|                   |                                 | <b>\$56,549.75</b>  | <b>\$33,900.00</b> | <b>\$67,505.00</b> | <b>\$35,500.00</b>      |
| 271-610-52430     | Repairs & Maintenance Equipment | \$0.00              | \$1,000.00         | \$0.00             | \$1,000.00              |
| 271-610-52431     | Computer Hardware Maintenance   | \$0.00              | \$1,000.00         | \$0.00             | \$1,000.00              |
| 271-610-52515     | Archiving                       | \$186,330.55        | \$80,000.00        | \$53,854.00        | \$80,000.00             |
| 271-610-52530     | Phone                           |                     | \$0.00             | \$0.00             | \$0.00                  |
| 271-610-52580     | Mileage                         |                     | \$0.00             | \$0.00             | \$0.00                  |
| 271-610-52590     | Training                        |                     | \$0.00             | \$0.00             | \$0.00                  |
| 271-610-53600     | Office Expense                  |                     | \$0.00             | \$345.00           | \$0.00                  |
| 271-610-53605     | Postage                         |                     | \$0.00             | \$0.00             | \$0.00                  |
| Total             |                                 | <b>\$186,330.55</b> | <b>\$82,000.00</b> | <b>\$54,199.00</b> | <b>\$82,000.00</b>      |

|                |              |             |              |              |
|----------------|--------------|-------------|--------------|--------------|
| Ending Balance | \$133,820.25 | \$85,720.25 | \$147,126.25 | \$100,626.25 |
|----------------|--------------|-------------|--------------|--------------|

| ACCOUNT ID        | DESCRIPTION                       | 2021 Actual         | 2022 Budgeted       | 2022 Proposed      | 2023 Proposed       |
|-------------------|-----------------------------------|---------------------|---------------------|--------------------|---------------------|
| Beginning Balance |                                   | \$379,477.30        | \$499,395.58        | \$499,395.58       | \$558,781.08        |
| 272-44150         | User Fees                         | \$147,685.25        | \$62,500.00         | \$81,682.50        | \$62,500.00         |
| 272-46611         | Interest                          | \$1,287.67          | \$1,200.00          | \$7,200.00         | \$5,500.00          |
|                   |                                   | <b>\$148,972.92</b> | <b>\$63,700.00</b>  | <b>\$88,882.50</b> | <b>\$68,000.00</b>  |
| 272-610-52430     | Repairs & Maintenance             | \$0.00              | \$1,000.00          | \$4,435.00         | \$1,000.00          |
| 272-610-52431     | Computer Hardware Maintenance     |                     | \$10,000.00         | \$0.00             | \$10,000.00         |
| 272-610-52432     | Computer Software Maintenance     | \$0.00              | \$25,000.00         | \$11,990.00        | \$25,000.00         |
| 272-610-52433     | Scanner Maintenance               | \$3,669.11          | \$8,000.00          | \$3,900.00         | \$8,000.00          |
| 272-610-52530     | Phone                             | \$636.57            | \$2,000.00          | \$612.00           | \$2,000.00          |
| 272-610-52580     | Mileage                           | \$155.49            | \$1,000.00          | \$208.00           | \$1,000.00          |
| 272-610-52590     | Training                          | \$1,124.76          | \$2,000.00          | \$1,825.00         | \$2,000.00          |
| 272-610-53600     | Office Expense                    | \$4,153.88          | \$20,000.00         | \$6,032.00         | \$40,000.00         |
| 272-610-53605     | Postage                           | \$551.83            | \$1,200.00          | \$495.00           | \$1,200.00          |
| 272-610-54700     | Buildings & Building Improvements |                     | \$2,000.00          | \$0.00             | \$2,000.00          |
| 272-610-54750     | Equipment                         | \$18,763.00         | \$30,000.00         | \$0.00             | \$30,000.00         |
| Total             |                                   | <b>\$29,054.64</b>  | <b>\$102,200.00</b> | <b>\$29,497.00</b> | <b>\$122,200.00</b> |

|                |              |              |              |              |
|----------------|--------------|--------------|--------------|--------------|
| Ending Balance | \$499,395.58 | \$460,895.58 | \$558,781.08 | \$504,581.08 |
|----------------|--------------|--------------|--------------|--------------|

|                                     |                                        | Account ID    | 2021 Actual         | 2022 Final Approved | 2022 Projected      | FY2023 - FY23 (In Progress) |
|-------------------------------------|----------------------------------------|---------------|---------------------|---------------------|---------------------|-----------------------------|
|                                     |                                        |               |                     |                     |                     |                             |
|                                     |                                        |               |                     |                     |                     |                             |
|                                     |                                        |               |                     |                     |                     |                             |
| <b>Commission</b>                   |                                        |               |                     |                     |                     |                             |
|                                     | Salary Elected Official - COMMISSIONER | 101-010-51110 | \$192,619.18        | \$202,252.00        | \$202,250.10        | \$208,952.00                |
|                                     | Salary Other - COMMISSION              | 101-010-51120 | \$42,670.53         | \$38,950.00         | \$29,902.00         | \$37,265.00                 |
|                                     | Contract Labor                         | 101-010-51130 | \$1,209.60          | \$2,500.00          | \$0.00              | \$0.00                      |
|                                     | Health Insurance                       | 101-010-51210 | \$4,807.00          | \$22,865.00         | \$3,339.00          | \$23,551.00                 |
|                                     | FICA                                   | 101-010-51220 | \$17,766.47         | \$18,452.00         | \$17,450.00         | \$18,840.00                 |
|                                     | Lagers                                 | 101-010-51230 | \$25,790.32         | \$31,360.00         | \$26,818.00         | \$31,025.00                 |
|                                     | Unemployment Insurance                 | 101-010-51250 | \$210.13            | \$190.00            | \$118.00            | \$140.00                    |
|                                     | Workers' Compensation                  | 101-010-51260 | \$383.13            | \$580.00            | \$532.60            | \$620.00                    |
|                                     | Studies for County Improvement         | 101-010-52315 | \$5,814.00          | \$10,000.00         | \$13,295.00         | \$10,000.00                 |
|                                     | Vehicle Maintenance & Repair           | 101-010-52435 | \$0.00              | \$1,500.00          | \$29.00             | \$500.00                    |
|                                     | Dues                                   | 101-010-52500 | \$50,940.00         | \$25,000.00         | \$25,780.00         | \$55,600.00                 |
|                                     | Phone                                  | 101-010-52530 | \$2,829.79          | \$3,000.00          | \$3,277.00          | \$3,000.00                  |
|                                     | Mileage                                | 101-010-52580 | \$137.76            | \$0.00              | \$268.52            | \$0.00                      |
|                                     | Training                               | 101-010-52590 | \$2,343.90          | \$3,000.00          | \$2,136.34          | \$2,500.00                  |
|                                     | Office Expense                         | 101-010-53600 | \$5,834.73          | \$6,000.00          | \$4,790.00          | \$5,000.00                  |
|                                     | Postage                                | 101-010-53605 | \$63.69             | \$125.00            | \$22.34             | \$75.00                     |
|                                     | Small Equipment                        | 101-010-53618 | \$703.09            | \$950.00            | \$0.00              | \$950.00                    |
|                                     | Late Fees                              | 101-010-53619 |                     | \$0.00              | \$0.00              | \$0.00                      |
|                                     | Fuel Expense                           | 101-010-53626 | \$44.50             | \$500.00            | \$58.05             | \$250.00                    |
|                                     | Equipment                              | 101-010-54750 |                     | \$0.00              | \$0.00              | \$0.00                      |
| <b>Total Commission:</b>            |                                        |               | <b>\$354,167.82</b> | <b>\$367,224.00</b> | <b>\$330,065.95</b> | <b>\$398,755.00</b>         |
|                                     |                                        |               |                     |                     |                     |                             |
| <b>County Misc &amp; Operations</b> |                                        |               |                     |                     |                     |                             |
|                                     | Contract Labor/Elections Overtime      | 101-170-51130 | \$2,910.91          | \$10,000.00         | \$8,500.00          | \$0.00                      |
|                                     | Workers' Compensation Premium          | 101-170-51260 | \$29,882.00         | \$0.00              | \$43,899.00         | \$50,000.00                 |
|                                     | Employee Screening                     | 101-170-51285 | \$5,852.00          | \$10,000.00         | \$2,870.00          | \$10,000.00                 |
|                                     | Public Defender Rent                   | 101-170-25400 | \$24,805.93         | \$24,806.00         | \$24,805.93         | \$24,806.00                 |
|                                     | Legal Fees                             | 101-170-52300 | \$38,223.40         | \$75,000.00         | \$57,450.00         | \$70,000.00                 |
|                                     | County Counselor                       | 101-170-52301 | \$100,000.08        | \$105,000.00        | \$100,000.08        | \$125,000.00                |
|                                     | Audit                                  | 101-170-52305 | \$24,536.00         | \$45,000.00         | \$4,000.00          | \$10,000.00                 |
|                                     | Consultant                             | 101-170-52310 |                     | \$0.00              | \$1,200.00          | \$0.00                      |
|                                     | 38TH Judicial Circuit Treatment Court  | 101-170-52320 | \$450.00            | \$650.00            | \$3,220.00          | \$3,500.00                  |
|                                     | Court Reporter                         | 101-170-52340 | \$1,159.45          | \$2,000.00          | \$1,160.00          | \$2,000.00                  |
|                                     | GIS                                    | 101-170-52342 | \$5,050.00          | \$40,000.00         | \$60,000.00         | \$40,000.00                 |
|                                     | Computer Hardware Maintenance          | 101-170-52431 | \$149,413.05        | \$145,000.00        | \$175,550.00        | \$200,000.00                |

|                                            |               |                       |                       |                       |                       |
|--------------------------------------------|---------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Computer Software Maintenance              | 101-170-52432 | \$100,929.17          | \$100,000.00          | \$149,615.00          | \$150,000.00          |
| Vehicle Maintenance & Repair               | 101-170-52435 | \$16,396.76           | \$15,000.00           | \$3,375.00            | \$15,000.00           |
| Organizational Dues                        | 101-170-52500 | \$38,261.65           | \$45,000.00           | \$31,000.00           | \$35,000.00           |
| BOE Board Meetings                         | 101-170-52510 | \$150.00              | \$750.00              | \$125.00              | \$750.00              |
| Property & Liability Insurance             | 101-170-52520 | \$157,519.01          | \$185,000.00          | \$76,406.24           | \$185,000.00          |
| Vehicle Insurance                          | 101-170-52525 | \$11,126.20           | \$15,000.00           | \$18,667.41           | \$25,000.00           |
| Phone                                      | 101-170-52530 | \$4,743.57            | \$6,000.00            | \$1,805.00            | \$6,000.00            |
| Publication Costs                          | 101-170-52540 | \$4,257.84            | \$7,500.00            | \$4,325.00            | \$5,000.00            |
| Record Storage                             | 101-170-52560 | \$990.00              | \$5,000.00            | \$1,080.00            | \$0.00                |
| Small Equipment                            | 101-170-53618 | \$1,300.00            | \$1,500.00            | \$1,190.00            | \$1,500.00            |
| Late Fees                                  | 101-170-53619 | \$231.18              | \$0.00                | \$20.00               | \$0.00                |
| Fuel Expense                               | 101-170-53626 |                       | \$0.00                | \$0.00                | \$0.00                |
| ELECTIONS                                  | 101-170-57506 | \$1,517.63            | \$150,000.00          | \$129,975.00          | \$25,000.00           |
| 2020 CARES Act Expenses                    | 101-170-57581 | \$1,691,115.74        | \$0.00                | \$0.00                | \$0.00                |
| ARPA Expenses                              | 101-170-57582 | \$5,664.48            | \$100,000.00          | \$473,000.00          | \$460,000.00          |
| LATCF Expenses                             | 101-170-57584 |                       | \$0.00                | \$0.00                | \$168,634.72          |
| Misc                                       | 101-170-57800 | \$27,579.90           | \$40,000.00           | \$66,175.00           | \$65,000.00           |
| Land, Bldgs & Improvements                 | 101-170-54700 | \$204,949.95          | \$500,000.00          | \$84,500.00           | \$1,250,000.00        |
| Equipment                                  | 101-170-54750 | \$6,871.73            | \$5,000.00            | \$17,700.00           | \$5,000.00            |
| Loan Payment                               | 101-170-58855 |                       | \$0.00                | \$0.00                | \$0.00                |
| Transfer to NID - Stone Hollow             | 101-900-52420 |                       | \$1,500.00            | \$0.00                | \$1,500.00            |
| Transfer to Bond Debt Service Fund         | 101-900-61455 |                       | \$626,000.00          | \$624,906.57          | \$629,650.00          |
| Disburse Fin Institution Tax               | 101-170-59500 | \$1,808.86            | \$2,500.00            | \$1,800.00            | \$2,500.00            |
| Transfer to Assessor                       | 101-900-61401 |                       | \$91,000.00           | \$0.00                | \$92,000.00           |
| County/Emergency Disaster                  | 101-170-63515 | \$0.00                | \$250,000.00          | \$12,632.67           | \$300,000.00          |
| Emergency Reserve (3% of Revenue)          | 101-250-57900 |                       | \$261,000.00          | \$0.00                | \$308,000.00          |
| <b>Total County Misc &amp; Operations:</b> |               | <b>\$2,657,696.49</b> | <b>\$2,865,206.00</b> | <b>\$2,180,952.90</b> | <b>\$4,265,840.72</b> |
|                                            |               | <b>\$3,011,864.31</b> | <b>\$3,232,430.00</b> | <b>\$2,511,018.85</b> | <b>\$4,664,595.72</b> |
|                                            |               | <b>\$3,011,864.31</b> | <b>\$3,232,430.00</b> | <b>\$2,511,018.85</b> | <b>\$4,664,595.72</b> |
|                                            |               | <b>\$3,011,864.31</b> | <b>\$3,232,430.00</b> | <b>\$2,511,018.85</b> | <b>\$4,664,595.72</b> |

| ACCOUNT ID           | Description                        | 2021 Actual           | FY2023 - FY22 Final<br>Approved 12-20-21 | 2022 Projected        | FY2023 - FY23 (In<br>Progress) |
|----------------------|------------------------------------|-----------------------|------------------------------------------|-----------------------|--------------------------------|
| Beginning<br>Balance |                                    | \$1,851,086.76        | \$1,742,576.91                           | \$1,742,576.91        | \$1,494,795.22                 |
| 241-43425            | State of Missouri Reimbursement    | \$136,759.36          | \$125,515.00                             | \$134,069.10          | \$134,069.00                   |
| 241-44150            | Annual On Line Fees                | \$10,299.60           | \$12,000.00                              | \$10,725.00           | \$12,000.00                    |
| 241-44193            | Sale of Maps                       | \$4,820.60            | \$3,000.00                               | \$2,885.00            | \$5,000.00                     |
| 241-44194            | Collector 1% Withholding           | \$874,245.38          | \$800,000.00                             | \$947,665.00          | \$900,000.00                   |
| 241-46611            | Interest                           | \$6,976.50            | \$7,100.00                               | \$20,270.00           | \$20,000.00                    |
| 241-48101            | Miscellaneous Revenue              | \$0.00                | \$1,000.00                               | \$0.00                | \$1,000.00                     |
| 241-48102            | Expense Reimbursement              | \$0.00                | \$1,000.00                               | \$36.82               | \$1,000.00                     |
| 241-49101            | Transfer In - General Fund         | \$0.00                | \$91,000.00                              | \$0.00                | \$92,000.00                    |
|                      |                                    | <b>\$1,033,101.44</b> | <b>\$1,040,615.00</b>                    | <b>\$1,115,650.92</b> | <b>\$1,165,069.00</b>          |
| 241-600-51110        | Salary Elected Official - ASSESSOR | \$65,645.06           | \$68,927.25                              | \$68,927.30           | \$71,340.00                    |
| 241-600-51120        | Salary Other - ASSESSOR            | \$413,475.01          | \$476,553.00                             | \$472,940.00          | \$584,705.00                   |
| 241-600-51210        | Health Insurance                   | \$69,701.50           | \$85,740.00                              | \$74,412.00           | \$93,365.00                    |
| 241-600-51220        | FICA                               | \$34,848.53           | \$41,730.00                              | \$38,885.00           | \$50,190.00                    |
| 241-600-51230        | Lagers                             | \$65,082.92           | \$70,910.00                              | \$65,595.00           | \$82,662.00                    |
| 241-600-51250        | Unemployment Insurance             | \$1,114.88            | \$7,570.00                               | \$834.01              | \$800.00                       |
| 241-600-51260        | Workers' Compensation              | \$4,664.27            | \$10,660.00                              | \$6,724.96            | \$13,620.00                    |
| 241-610-52300        | Legal Fees                         | \$0.00                | \$30,000.00                              | \$0.00                | \$30,000.00                    |
| 241-610-52313        | Contracts                          | \$55,752.30           | \$530,000.00                             | \$327,680.00          | \$20,200.00                    |
| 241-610-52314        | Assessment Lists                   | \$9,465.55            | \$14,000.00                              | \$10,775.00           | \$20,000.00                    |
| 241-610-52430        | Repairs & Maintenance Equipment    | \$0.00                | \$3,000.00                               | \$0.00                | \$3,000.00                     |
| 241-610-52431        | Computer Hardware Maintenance      | \$1,375.00            | \$17,000.00                              | \$1,915.00            | \$20,000.00                    |
| 241-610-52432        | Computer Software Maintenance      | \$140,117.24          | \$45,000.00                              | \$174,780.00          | \$45,000.00                    |
| 241-610-52435        | Vehicle Maintenance & Repair       | \$1,334.03            | \$2,500.00                               | \$2,540.00            | \$5,000.00                     |
| 241-610-52520        | Property & Liability Insurance     | \$11,774.88           | \$15,000.00                              | \$10,658.58           | \$15,000.00                    |
| 241-610-52525        | Vehicle Insurance                  | \$2,014.53            | \$3,000.00                               | \$3,491.00            | \$5,000.00                     |
| 241-610-52530        | Phone                              | \$2,137.18            | \$2,800.00                               | \$2,055.00            | \$7,600.00                     |
| 241-610-52550        | Printing                           | \$3,365.63            | \$7,000.00                               | \$1,140.00            | \$12,000.00                    |
| 241-610-52580        | Mileage                            | \$4,046.32            | \$9,000.00                               | \$8,035.00            | \$10,000.00                    |

|               |                                   |                |                |                |                |
|---------------|-----------------------------------|----------------|----------------|----------------|----------------|
| 241-610-52581 | Assessor Mileage                  | \$0.00         | \$2,000.00     | \$525.00       | \$2,000.00     |
| 241-610-52591 | Meetings -Assessor                | \$3,153.56     | \$6,000.00     | \$6,730.00     | \$6,000.00     |
| 241-610-52592 | Meetings - Staff                  | \$7,880.78     | \$8,000.00     | \$8,125.00     | \$10,000.00    |
| 241-610-53600 | Office Expense                    | \$9,108.30     | \$10,000.00    | \$7,675.00     | \$15,000.00    |
| 241-610-53602 | Photocopy                         | \$1,029.16     | \$2,000.00     | \$785.00       | \$3,000.00     |
| 241-610-53603 | Stationary                        | \$493.50       | \$500.00       | \$1,068.00     | \$2,000.00     |
| 241-610-53604 | Film & Processing                 | \$0.00         | \$500.00       | \$0.00         | \$500.00       |
| 241-610-53605 | Postage                           | \$14,933.00    | \$20,000.00    | \$27,560.00    | \$40,000.00    |
| 241-610-53614 | Mapping                           | \$3,939.00     | \$8,500.00     | \$0.00         | \$8,500.00     |
| 241-610-53618 | Small Equipment                   | \$0.00         | \$2,500.00     | \$85.00        | \$2,500.00     |
| 241-610-53619 | Late Fees                         | \$17.14        | \$0.00         | \$0.00         | \$0.00         |
| 241-610-53645 | Appraisal Guides                  | \$5,609.50     | \$8,000.00     | \$6,013.76     | \$9,100.00     |
| 241-610-54700 | Buildings & Building Improvements | \$167,641.54   | \$15,000.00    | \$0.00         | \$155,000.00   |
| 241-610-54750 | Equipment                         | \$39,502.98    | \$70,000.00    | \$8,303.00     | \$70,000.00    |
| 241-610-54755 | Computer Hardware                 | \$2,388.00     | \$15,000.00    | \$18,065.00    | \$20,000.00    |
| 241-610-54756 | Computer Software                 | \$0.00         | \$15,000.00    | \$7,110.00     | \$20,000.00    |
| Total         |                                   | \$1,141,611.29 | \$1,623,390.25 | \$1,363,432.61 | \$1,453,082.00 |

|                |                |                |                |                |
|----------------|----------------|----------------|----------------|----------------|
| Ending Balance | \$1,742,576.91 | \$1,159,801.66 | \$1,494,795.22 | \$1,206,782.22 |
|----------------|----------------|----------------|----------------|----------------|

|                        |                                  | Account ID    | 2021 Actual | venue Fund 101 | 2022 Projected | 3 - FY23 (In Progress) |
|------------------------|----------------------------------|---------------|-------------|----------------|----------------|------------------------|
|                        |                                  |               |             |                |                |                        |
|                        |                                  |               |             |                |                |                        |
| <b>Law Enforcement</b> |                                  |               |             |                |                |                        |
|                        | Salary Elected Official-SHERIFF  | 101-050-51110 | \$0.00      | \$0.00         | \$0.00         | \$128,000.00           |
|                        | Salary Other-Sheriff             | 101-050-51120 | \$0.00      | \$0.00         | \$0.00         | \$5,286,240.00         |
|                        | Health Insurance                 | 101-050-51210 | \$0.00      | \$0.00         | \$0.00         | \$696,826.00           |
|                        | FICA                             | 101-050-51220 | \$0.00      | \$0.00         | \$0.00         | \$413,580.00           |
|                        | Lagers                           | 101-050-51230 | \$0.00      | \$0.00         | \$0.00         | \$521,210.00           |
|                        | Unemployment Insurance           | 101-050-51250 | \$0.00      | \$0.00         | \$0.00         | \$6,720.00             |
|                        | Workers' Compensation            | 101-050-51260 | \$0.00      | \$0.00         | \$0.00         | \$268,125.00           |
|                        | Uniforms                         | 101-050-51270 | \$0.00      | \$0.00         | \$0.00         | \$45,000.00            |
|                        | Staff Meals- Jail                | 101-050-51280 | \$0.00      | \$0.00         | \$0.00         | \$0.00                 |
|                        | Legal Fees                       | 101-050-52300 | \$0.00      | \$0.00         | \$0.00         | \$30,000.00            |
|                        | Consultant                       | 101-050-52310 | \$0.00      | \$0.00         | \$0.00         | \$0.00                 |
|                        | Inmate Medical                   | 101-050-52331 | \$0.00      | \$0.00         | \$0.00         | \$500,000.00           |
|                        | Repairs & Maintenance Equipment  | 101-050-52430 | \$0.00      | \$0.00         | \$0.00         | \$15,000.00            |
|                        | Vehicle Maintenance & Repair     | 101-050-52435 | \$0.00      | \$0.00         | \$0.00         | \$95,000.00            |
|                        | WARRANT, GUARD/TRANSPORT         | 101-050-52502 | \$0.00      | \$0.00         | \$0.00         | \$125,000.00           |
|                        | Inmate Security Expense          | 101-050-52515 | \$0.00      | \$0.00         | \$0.00         | \$0.00                 |
|                        | Commissary                       | 101-050-52516 | \$0.00      | \$0.00         | \$0.00         | \$0.00                 |
|                        | Media Services                   | 101-050-52517 | \$0.00      | \$0.00         | \$0.00         | \$2,500.00             |
|                        | Property and Liability Insurance | 101-050-52520 |             | \$0.00         | \$0.00         | \$90,000.00            |
|                        | Vehicle Insurance                | 101-050-52525 |             | \$0.00         | \$0.00         | \$65,000.00            |
|                        | Phone                            | 101-050-52530 | \$0.00      | \$0.00         | \$0.00         | \$55,000.00            |
|                        | Office Expense                   | 101-050-53600 | \$0.00      | \$0.00         | \$0.00         | \$40,000.00            |
|                        | Postage                          | 101-050-53605 | \$0.00      | \$0.00         | \$0.00         | \$2,500.00             |
|                        | Enforcement Supplies             | 101-050-53610 | \$0.00      | \$0.00         | \$0.00         | \$40,000.00            |
|                        | Jail Supplies                    | 101-050-53612 | \$0.00      | \$0.00         | \$0.00         | \$35,000.00            |
|                        | Other Grant Expense              | 101-050-53616 | \$0.00      | \$0.00         | \$0.00         | \$50,000.00            |
|                        | Investigative Expense            | 101-050-53617 | \$0.00      | \$0.00         | \$0.00         | \$15,000.00            |
|                        | Small Equipment                  | 101-050-53618 | \$0.00      | \$0.00         | \$0.00         | \$65,000.00            |
|                        | Late Fees                        | 101-050-53619 | \$0.00      | \$0.00         | \$0.00         | \$0.00                 |
|                        | Fuel Expense                     | 101-050-53626 | \$0.00      | \$0.00         | \$0.00         | \$240,000.00           |

|                               |                        |               |               |               |               |                       |
|-------------------------------|------------------------|---------------|---------------|---------------|---------------|-----------------------|
|                               | Prisoner Food & Board  | 101-050-53635 | \$0.00        | \$0.00        | \$0.00        | \$345,000.00          |
|                               | Fees for HB 2224       | 101-050-57509 | \$0.00        | \$0.00        | \$0.00        | \$17,500.00           |
|                               | Child Abuse Team Grant | 101-050-57583 | \$0.00        | \$0.00        | \$0.00        | \$20,000.00           |
|                               | K-9 Unit Expense       | 101-050-57800 | \$0.00        | \$0.00        | \$0.00        | \$5,000.00            |
|                               | Equipment              | 101-050-54750 | \$0.00        | \$0.00        | \$0.00        | \$45,000.00           |
|                               | Vehicle Purchases      | 101-050-54752 | \$0.00        | \$0.00        | \$0.00        | \$260,000.00          |
|                               | Computer Hardware      | 101-050-54755 | \$0.00        | \$0.00        | \$0.00        | \$125,000.00          |
|                               | Computer Software      | 101-050-54756 | \$0.00        | \$0.00        | \$0.00        | \$220,000.00          |
| <b>Total Law Enforcement:</b> |                        |               | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$9,868,201.00</b> |
|                               |                        |               | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$9,868,201.00</b> |
|                               |                        |               | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$9,868,201.00</b> |

| ACCOUNT ID        | Description                   | 2021 Actual  | 2022 Budgeted | 2022 Actual  | FY2023 FY23<br>(In Progress) |
|-------------------|-------------------------------|--------------|---------------|--------------|------------------------------|
| Beginning Balance |                               | \$116,069.46 | \$114,239.31  | \$114,239.31 | \$101,771.24                 |
| 205-43122         | DEA Funds                     | \$9,605.66   | \$25,000.00   | \$10,327.95  | \$7,500.00                   |
| 205-46611         | Interest                      | \$347.83     | \$350.00      | \$1,370.00   | \$1,200.00                   |
| 205-48101         | Miscellaneous Revenue         | \$556.00     | \$0.00        | \$0.00       | \$0.00                       |
|                   |                               | \$10,509.49  | \$25,350.00   | \$11,697.95  | \$8,700.00                   |
| 205-610-52570     | Travel and Meal Reimbursement | \$1,418.64   | \$2,000.00    | \$2,456.02   | \$2,000.00                   |
| 205-610-52590     | Training                      | \$1,445.00   | \$10,000.00   | \$9,660.00   | \$10,000.00                  |
| 205-610-53600     | Office Expense                | \$600.00     | \$3,000.00    | \$0.00       | \$3,000.00                   |
| 205-610-53617     | Investigative Expense         | \$7,742.00   | \$10,000.00   | \$1,700.00   | \$10,000.00                  |
| 205-610-54750     | Equipment                     | \$0.00       | \$80,000.00   | \$10,350.00  | \$30,000.00                  |
| 205-610-54755     | Computer Hardware             | \$1,134.00   | \$8,000.00    | \$0.00       | \$8,000.00                   |
| 205-610-57998     | Additional Budgeted Expense   |              | \$0.00        | \$0.00       | \$0.00                       |
| 205-610-60201     | Loan to LET                   |              | \$0.00        | \$0.00       | \$0.00                       |
| Total             |                               | \$12,339.64  | \$113,000.00  | \$24,166.02  | \$63,000.00                  |

|                |              |             |              |             |
|----------------|--------------|-------------|--------------|-------------|
| Ending Balance | \$114,239.31 | \$26,589.31 | \$101,771.24 | \$47,471.24 |
|----------------|--------------|-------------|--------------|-------------|

| ACCOUNT ID        | Description                      | Actual Value       | FY 2023-24<br>Final Approved<br>12/27/24 | FY 2023-24<br>Projected | FY 2023-24<br>Final Projected |
|-------------------|----------------------------------|--------------------|------------------------------------------|-------------------------|-------------------------------|
| Beginning Balance |                                  | \$10,053.22        | \$14,012.17                              | \$14,012.17             | \$6,636.24                    |
| 208-43416         | Post Commissions                 | \$2,001.86         | \$2,000.00                               | \$1,854.61              | \$2,300.00                    |
| 208-44110         | Associate Division I Fees        |                    | \$0.00                                   | \$0.00                  | \$0.00                        |
| 208-44111         | Circuit Clerk Fees               | \$17,435.89        | \$15,000.00                              | \$7,475.00              | \$7,500.00                    |
| 208-44115         | Associate Division II Fees       |                    | \$0.00                                   | \$0.00                  | \$0.00                        |
| 208-46611         | Interest                         | \$16.02            | \$15.00                                  | \$59.00                 | \$60.00                       |
| 208-48101         | Loan from Fed Forfeiture         |                    | \$0.00                                   | \$0.00                  | \$0.00                        |
| 208-48102         | Expense Reimbursement            | \$200.00           | \$0.00                                   | \$0.00                  | \$0.00                        |
|                   |                                  | <b>\$19,653.77</b> | <b>\$17,015.00</b>                       | <b>\$9,388.61</b>       | <b>\$9,860.00</b>             |
| 208-610-52570     | Travel and Meal Reimbursment     | \$2,970.14         | \$2,000.00                               | \$4,994.76              | \$4,000.00                    |
| 208-610-52580     | Mileage                          |                    | \$0.00                                   | \$0.00                  | \$0.00                        |
| 208-610-52590     | Training                         | \$12,724.68        | \$15,000.00                              | \$11,769.78             | \$10,000.00                   |
| 208-610-52593     | Post Training                    |                    | \$0.00                                   | \$0.00                  | \$0.00                        |
| 208-610-53600     | Office Expense                   |                    | \$0.00                                   | \$0.00                  | \$0.00                        |
| 208-610-53619     | Late Fees                        |                    | \$0.00                                   | \$0.00                  | \$0.00                        |
| 208-610-60201     | Loan Repayment to Fed Forfeiture |                    | \$0.00                                   | \$0.00                  | \$0.00                        |
| Total             |                                  | <b>\$15,694.82</b> | <b>\$17,000.00</b>                       | <b>\$16,764.54</b>      | <b>\$14,000.00</b>            |

|                |             |             |            |            |
|----------------|-------------|-------------|------------|------------|
| Ending Balance | \$14,012.17 | \$14,027.17 | \$6,636.24 | \$2,496.24 |
|----------------|-------------|-------------|------------|------------|

| Account       | Description                   | 2022 Actual        | FY2023 - FY22<br>Est. Budget | FY2023 - FY22<br>Actual | FY2023 - FY22<br>Proposed |
|---------------|-------------------------------|--------------------|------------------------------|-------------------------|---------------------------|
|               |                               | \$42,414.80        | \$73,746.73                  | \$73,746.73             | \$80,496.73               |
| 210-44210     | Civil Process Fees            | \$47,034.98        | \$51,000.00                  | \$43,520.00             | \$50,000.00               |
| 210-46611     | Interest                      | \$170.01           | \$170.00                     | \$985.00                | \$1,000.00                |
|               |                               | <b>\$47,204.99</b> | <b>\$51,170.00</b>           | <b>\$44,505.00</b>      | <b>\$51,000.00</b>        |
| 210-610-52300 | Legal Fees                    | \$0.00             | \$0.00                       | \$0.00                  | \$0.00                    |
| 210-610-52502 | Warrant, Guard/Transport      | \$69.43            | \$0.00                       | \$0.00                  | \$0.00                    |
| 210-610-52570 | Travel and Meal Reimbursement | \$1,210.00         | \$3,000.00                   | \$1,550.00              | \$4,200.00                |
| 210-610-52590 | Training                      | \$6,985.75         | \$10,000.00                  | \$4,180.00              | \$10,000.00               |
| 210-610-53600 | Office Expense                | \$2,458.88         | \$10,000.00                  | \$4,025.00              | \$10,000.00               |
| 210-610-53619 | Late Fees                     |                    | \$0.00                       | \$0.00                  | \$0.00                    |
| 210-610-54750 | Equipment                     | \$5,149.00         | \$50,000.00                  | \$28,000.00             | \$25,000.00               |
| Total         |                               | <b>\$15,873.06</b> | <b>\$73,000.00</b>           | <b>\$37,755.00</b>      | <b>\$49,200.00</b>        |

|                |             |             |             |             |
|----------------|-------------|-------------|-------------|-------------|
| Ending Balance | \$73,746.73 | \$51,916.73 | \$80,496.73 | \$82,296.73 |
|----------------|-------------|-------------|-------------|-------------|

| ACCOUNT ID        | DESCRIPTION                   | 2022 Actual        | FY22 Final<br>Approved | 2023 Projected     | FY2023-2023<br>Projected |
|-------------------|-------------------------------|--------------------|------------------------|--------------------|--------------------------|
| Beginning Balance |                               | \$32,377.97        | \$38,231.04            | \$38,231.04        | \$20,665.15              |
|                   |                               |                    |                        |                    |                          |
| 212-45111         | Inmate Security Fees          | \$10,449.59        | \$10,000.00            | \$8,985.00         | \$10,000.00              |
| 212-45112         | Inmate Security Fees - Cities | \$2,354.50         | \$2,500.00             | \$1,050.00         | \$2,000.00               |
| 212-46611         | Interest                      | \$92.98            | \$100.00               | \$342.00           | \$350.00                 |
|                   |                               | <b>\$12,897.07</b> | <b>\$12,600.00</b>     | <b>\$10,377.00</b> | <b>\$12,350.00</b>       |
|                   |                               |                    |                        |                    |                          |
| 212-620-52515     | Inmate Security Expense       | \$7,044.00         | \$30,000.00            | \$27,942.89        | \$15,000.00              |
| Total             |                               | <b>\$7,044.00</b>  | <b>\$30,000.00</b>     | <b>\$27,942.89</b> | <b>\$15,000.00</b>       |

|                |  |             |             |             |             |
|----------------|--|-------------|-------------|-------------|-------------|
| Ending Balance |  | \$38,231.04 | \$20,831.04 | \$20,665.15 | \$18,015.15 |
|----------------|--|-------------|-------------|-------------|-------------|

| Account ID        | Description                     | FY21 Actual        | FY2023 - FY22 Final<br>Approved 12-27-21 | 2022 Proposed      | FY2023 - 2023<br>Proposed |
|-------------------|---------------------------------|--------------------|------------------------------------------|--------------------|---------------------------|
| Beginning Balance |                                 | \$261,850.83       | \$309,400.61                             | \$309,400.61       | \$251,156.23              |
| 215-44291         | Conceal Carry Fees              | \$97,628.30        | \$85,000.00                              | \$37,590.00        | \$35,000.00               |
| 215-46611         | Interest                        | \$867.38           | \$850.00                                 | \$3,555.00         | \$3,500.00                |
| 215-48101         | Miscellaneous Revenue           |                    | \$0.00                                   | \$0.00             | \$0.00                    |
| 215-48102         | Expense Reimbursement           |                    | \$0.00                                   | \$0.00             | \$0.00                    |
|                   |                                 | <b>\$98,495.68</b> | <b>\$85,850.00</b>                       | <b>\$41,145.00</b> | <b>\$38,500.00</b>        |
| 215-600-51120     | Salary Other - CONCEAL CARRY    | \$13,237.51        | \$29,807.00                              | \$15,975.00        | \$17,250.00               |
| 215-600-51210     | Health Insurance                | \$2,184.87         | \$5,716.00                               | \$1,390.00         | \$2,950.00                |
| 215-600-51220     | FICA                            | \$1,001.98         | \$2,281.00                               | \$1,225.00         | \$1,310.00                |
| 215-600-51230     | Lagers                          | \$974.66           | \$3,875.00                               | \$1,750.00         | \$2,160.00                |
| 215-600-51250     | Unemployment Insurance          | \$77.33            | \$95.00                                  | \$28.99            | \$70.00                   |
| 215-600-51260     | Workers' Compensation           | \$0.00             | \$72.00                                  | \$65.97            | \$45.00                   |
| 215-610-52430     | Repairs & Maintenance Equipment | \$940.00           | \$1,000.00                               | \$987.00           | \$3,000.00                |
| 215-610-52520     | Property & Liability Insurance  | \$272.75           | \$500.00                                 | \$582.42           | \$500.00                  |
| 215-610-52570     | Travel and Meal Reimbursment    | \$0.00             | \$5,000.00                               | \$4,330.00         | \$10,000.00               |
| 215-610-52580     | Mileage                         |                    | \$0.00                                   | \$0.00             | \$0.00                    |
| 215-610-52590     | Training                        | \$9,214.43         | \$10,000.00                              | \$8,055.00         | \$15,000.00               |
| 215-610-53600     | Office Expense                  | \$4,001.87         | \$10,000.00                              | \$4,090.00         | \$20,000.00               |
| 215-610-54750     | Equipment                       | \$0.00             | \$100,000.00                             | \$50,000.00        | \$75,000.00               |
| 215-610-57508     | Conceal Carry - State Expense   | \$19,040.50        | \$15,000.00                              | \$10,910.00        | \$15,000.00               |
| Total             |                                 | <b>\$50,945.90</b> | <b>\$183,346.00</b>                      | <b>\$99,389.38</b> | <b>\$162,285.00</b>       |

|                |              |              |              |              |
|----------------|--------------|--------------|--------------|--------------|
| Ending Balance | \$309,400.61 | \$211,904.61 | \$251,156.23 | \$127,371.23 |
|----------------|--------------|--------------|--------------|--------------|

**AMENDMENT TO FOOD SERVICE AGREEMENT**

This Amendment to the Food Service Agreement is made effective ~~December 1, 2022~~ <sup>January 1, 2023</sup> ("Effective Date"), by and between Christian County, MO (hereinafter referred to as "Client") and Trinity Services Group, Inc., a Florida corporation with principal offices at 477 Commerce Boulevard, Oldsmar, FL 34677 (hereinafter referred to as "Trinity").

WHEREAS Trinity and Client entered into a Food Services Agreement dated May 2, 2021, whereby Trinity provides a Food Service Program for the Christian County Detention Center ("Agreement"), and

WHEREAS the parties desire to amend the Agreement to modify the menu for special diets and Kosher meals, improve food quality of certain items, provide additional trays and adjust the price per meal charged by Trinity per meal effective ~~December 1, 2022~~ <sup>January 1, 2023</sup>.

NOW, THEREFORE, in consideration of the forgoing facts, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the Agreement shall be amended as follows:

1. Effective ~~December 1, 2022~~ <sup>January 1, 2023</sup>, the price per meal is amended as shown in the attached Schedule 1.

2. Except as expressly stated herein, all of the terms and conditions of the Agreement, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals effective as of the date set forth above.

CHRISTIAN COUNTY SHERIFF

By: Brad Cole

Name: BRAD COLE

Title: SHERIFF

Date: 12/20/2022

TRINITY SERVICES GROUP, INC.

By: James M. Perry

Name: James M. Perry

Title: Sr. Vice President

Date: 12/30/22

# SCHEDULE 1

## INMATE POPULATION SCALE

EFFECTIVE ~~December 1, 2022~~ <sup>January 1, 2023</sup> *JMP*

### CHRISTIAN COUNTY MISSOURI DETENTION CENTER

| TRINITY SERVICES GROUP          |   |          |          |
|---------------------------------|---|----------|----------|
|                                 |   |          |          |
|                                 |   |          |          |
|                                 |   |          |          |
| Inmate Population Sliding Scale |   |          |          |
| FROM                            |   | TO       | PRICE    |
| 50                              | - | 59       | \$ 3.876 |
| 60                              | - | 69       | \$ 3.364 |
| 70                              | - | 79       | \$ 2.998 |
| 80                              | - | 89       | \$ 2.724 |
| 90                              | - | 99       | \$ 2.510 |
| 100                             | - | 109      | \$ 2.340 |
| 110                             | - | 119      | \$ 2.211 |
| 120                             | - | 129      | \$ 2.105 |
| 130                             | - | 139      | \$ 2.014 |
| 140                             | - | 149      | \$ 1.935 |
| 150                             | - | 159      | \$ 1.870 |
| 160                             | - | 169      | \$ 1.812 |
| 170                             | - | 179      | \$ 1.760 |
| 180                             | - | 189      | \$ 1.714 |
| 190                             | - | 199      | \$ 1.673 |
| 200                             | - | And Over | \$ 1.636 |

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

Executed by Christian County on 12/20/2022 (date).

Executed by Trinity Services Group, Inc. on 12/30/22 (date).

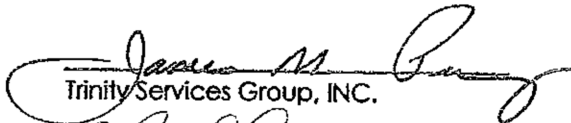
DATED: 12/30/22

DATED: 12/20/2022


DATED: n/a

DATED: 12-20-2022

DATED: 12/20/22

  
Trinity Services Group, INC.

  
Brad Cole, Sheriff Christian County

  
Ralph Phillips, Presiding Commissioner

  
Hosea Bilyeu, Western Commissioner

  
Lynn Morris, Eastern Commissioner

**Attested By:**

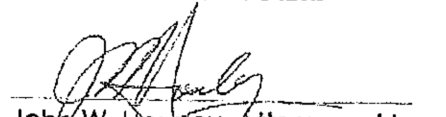
  
Kay Brown, Christian County Clerk

**Auditor Certification:**

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

  
Amy Dent, Christian County Auditor

**APPROVED AS TO FORM:**

  
John W. Housley, Attorney at Law  
901 St. Louis Street 20<sup>th</sup> Floor  
Springfield, MO 65806



# Christian County Commission

100 W. Church Street Room 100  
Ozark, Missouri 65721  
(417) 582-4300

Ralph Phillips  
Presiding Commissioner

Lynn Morris  
Eastern Commissioner

Hosea Bilyeu  
Western Commissioner

December 20, 2022

Online Solutions, LLC dba Citizenserve  
1101 E. Warner Road, Ste 160  
Tempe, Arizona 85284  
Attn: Kara McFall, PMP  
800-325-9818 x709  
kara@citizenserve.com

Re: Award of RFP #2022-25 Planning & Development Software

The Christian County Commission voted in session today to award RFP #2022-25 Planning & Development Software to Online Solutions, LLC., dba Citizenserve. The contract will begin April 1, 2023 through March 31, 2024 with options to renew for four (4) additional one-year periods.

Your point of contact is Director of Resource Management, Todd Wiesehan. Mr. Wiesehan can be reached by email at [toddwiesehan@christiancountymo.gov](mailto:toddwiesehan@christiancountymo.gov) or phone at 417-582-4386.

We look forward to working with you.



# Christian County Commission

100 W. Church Street Room 100

Ozark, Missouri 65721

(417)582-4300

*Hosea Bilyeu*

Hosea Bilyeu  
Western Commissioner

*ABSENT*

Ralph Phillips  
Presiding Commissioner

*Lynn Morris 12/20/22*

Lynn Morris  
Eastern Commissioner

Ralph Phillips  
Presiding Commissioner

Lynn Morris  
Eastern Commissioner

Hosea Bilyeu  
Western Commissioner



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# Proposal for Christian County, MO

Planning & Development Software: RFP #2022-25

November 9, 2022  
8:45 a.m.

ORIGINAL

Prepared by  
Kara McFall, PMP  
Online Solutions, LLC (DBA Citizenserve)  
1101 E Warner Rd, Suite 160  
Tempe, Arizona 85284  
Phone: 800.325.9818 x709  
Fax: 800.325.9818  
[proposals@citizenserve.com](mailto:proposals@citizenserve.com)

# SECTION 1 – COVER LETTER

October 26, 2022

Ms. Kim Hopkins-Will, CPPO, CPPB, NIGP-CPP – Purchasing Agent  
Christian County Employee Services Building  
202 W. Elm Street  
Ozark, Missouri 65721

Dear Ms. Hopkins-Will,

Online Solutions, LLC (DBA Citizenserve) is pleased to submit this response to the County's Request for Proposal for Planning & Development Software. The County has been using Citizenserve's solution for permitting and related code enforcement since 2008 and for planning and zoning and related code enforcement since 2018; we are pleased to expand upon the services and solution we have provided to meet the County's community development needs.

Citizenserve® is already implemented at the County, so we offer a streamlined implementation that includes the following scope of work:

- Upgrading to the newest version of Citizenserve. The new version was released in Q4 2021 and offers many enhancements and new features, outlined in Section V. As part of this effort, the Citizenserve team will also review the permits, projects, and code processes currently implemented for the County to identify and implement improvements from the new version.
- Implementing the online portal for the County to enable citizens, contractors, and business owners to interact electronically with County staff, offering a convenient way to serve these important constituents.
- Adding integration to a payment processor to enable applicants to pay for fees from the portal.
- Adding real-time integration to the County's GIS.
- Comprehensive and ongoing user training to ensure the County's users make a smooth transition to the new version and new functionality.

Activities that will not be required with Citizenserve include:

- Setup and implementation of the existing permitting, planning and zoning, and code case management functions.
- Rewriting existing reports.

- Training staff on current functionality.
- Data migration.

We value our longstanding relationship with Christian County and believe we offer the best solution, value, and streamlined effort to meet all the County's community development needs. We look forward to continuing our support as the County faces new challenges and requirements. The pricing in this proposal is valid until November 9, 2023.

NOTE: The sections in the proposal are numbered to match the sections in the County's RFP, per the directions provided on page 17 in the RFP.

Sincerely,



Kara McFall, PMP

Online Solutions, LLC (DBA Citizenserve)

1101 E Warner Rd, Suite 160, Tempe, AZ 85284


800-325-9818 x709

[proposals@citizenserve.com](mailto:proposals@citizenserve.com)

**Declaration:**

The vendor hereby declares understanding, agreement, and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. Signature required below confirming understanding of this statement.

|                                                |                                                                                             |
|------------------------------------------------|---------------------------------------------------------------------------------------------|
| Doing Business as (DBA) Name<br>Citizenserve   | Legal Name of Entity/Individual Filed with IRS for this Tax ID No.<br>Online Solutions, LLC |
| Mailing Address<br>1101 E Warner Rd, Suite 160 | IRS Form 1099 Mailing Address<br>1101 E Warner Rd, Suite 160                                |
| City, State, Zip Code<br>Tempe, AZ 85284       | City, State, Zip Code<br>Tempe, AZ 85284                                                    |

|                                                                                                             |                                         |
|-------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Contact Person<br>Kara McFall                                                                               | Email Address:<br>kara@citizenserve.com |
| Phone Number<br>800-325-9808 x709                                                                           | Fax Number:<br>800-325-9808             |
| Authorized Signature<br> | Date<br>11-3-2022                       |

# TABLE OF CONTENTS

|                                                                             |         |
|-----------------------------------------------------------------------------|---------|
| Cover Page and Cover Letter                                                 | Page 1  |
| Declaration Form                                                            | Page 4  |
| Table of Contents                                                           | Page 5  |
| Section 1 – Citizenserve Qualifications                                     | Page 7  |
| Section 1.1 – Citizenserve History                                          | Page 7  |
| Section 1.2 – Contractor Reference Information Form                         | Page 8  |
| Section 1.3 – Citizenserve Project Manager                                  | Page 10 |
| Section 1.4 – Other Citizenserve Team Members                               | Page 10 |
| Section 1.5 – Citizenserve Certifications                                   | Page 12 |
| Section 1.6 – Citizenserve Company Information                              | Page 12 |
| Section 1.7 – Prior Citizenserve Projects for the County                    | Page 12 |
| Section 1.8 – Equipment and Data Storage                                    | Page 13 |
| Section 1.9 – Project Timeline                                              | Page 14 |
| Section A – Arbitration/Litigation (None)                                   | Page 16 |
| Subcontractors and Addenda Acknowledgement                                  | Page 17 |
| Addendum One                                                                | Page 19 |
| Addendum Two                                                                | Page 20 |
| Section IV – Cost Form                                                      | Page 21 |
| Section IV.1 – Additional Citizenserve Pricing Information                  | Page 24 |
| Section IV.1.1 – Annual Subscription Fees                                   | Page 24 |
| Section IV.1.2 – Implementation, Configuration, and Online Training         | Page 25 |
| Section IV.1.3 – Data Migration                                             | Page 25 |
| Section IV.1.4 – System Integrations                                        | Page 25 |
| Section IV.1.5 – Citizenserve Cost Summary                                  | Page 27 |
| Section V – Technical Specifications                                        | Page 28 |
| Section V.1 – Building Permitting                                           | Page 28 |
| Section V.1.1 – User Friendly Online Portal                                 | Page 28 |
| Section V.1.2 – Calculation and Payment of Fees                             | Page 30 |
| Section V.1.3 – Workflows                                                   | Page 35 |
| Section V.1.4 – Plan Reviews                                                | Page 36 |
| Section V.1.5 – Communication with Applicants                               | Page 39 |
| Section V.1.6 – Permit Document Issuance                                    | Page 42 |
| Section V.1.7 – Inspection Tracking and Scheduling                          | Page 43 |
| Section V.2 – Planning and Zoning                                           | Page 52 |
| Section V.2.1 – Planning and Zoning Functionality                           | Page 52 |
| Section V.2.2 – Planning and Zoning Mailing Lists                           | Page 55 |
| Section V.2.3 – Planning and Zoning Meeting Agendas and Information Packets | Page 55 |
| Section V.3 – Code Enforcement                                              | Page 55 |
| Section V.3.1 – Code Enforcement Functionality                              | Page 55 |
| Section V.3.2 – Graphic Representation of Code Enforcement Cases            | Page 56 |
| Section V.4 – Licensing                                                     | Page 57 |
| Section V.5 – Request Tracking                                              | Page 60 |
| Section V.6 – Citizenserve Implementation                                   | Page 61 |
| Section V.7 – Data Migration                                                | Page 64 |

|                                                    |         |
|----------------------------------------------------|---------|
| Section V.8 – Live GIS Integration                 | Page 64 |
| Section V.9 – Integrated Messaging                 | Page 65 |
| Section V.10 – Reporting and Dashboards            | Page 67 |
| Section V.11 – Citizenserve Unlimited Support      | Page 73 |
| Section V.12 – Citizenserve Unlimited Data Storage | Page 76 |
| Section V.13 – Citizenserve Upgrades               | Page 76 |
| Section V.14 – Citizenserve’s Ease of Use          | Page 77 |
| Final Mandatory Compliance Checklist               | Page 78 |

# SECTION 1 – CITIZENSERVE QUALIFICATIONS

## 1.1 Citizenserve History

### *Citizenserve Background*

Citizenserve was started as an internet software service in 2003. Community development software and services are the only software and services the company has ever offered, and we have focused exclusively on public sector customers. Citizenserve has extensive experience in community development, including successful implementation of the solution for multiple Missouri customers.

Citizenserve has 19 years of experience solving the problems the County seeks help with. We have offered Citizenserve as a Software-as-a-Service solution with accompanying services from the beginning. Our existing client base consists of counties, cities, towns, villages, and other municipalities throughout the United States that have community development functions. We have nearly 300 customers, some of whom have been using Citizenserve since the inception of the company.

Citizenserve is an integrated solution for permitting, planning and zoning, inspections, code enforcement, licensing, and request tracking, with an integrated online portal. Citizenserve was built from the beginning on a single data model and with a cohesive user experience throughout the modules for ease of use. The software has been built organically and continually improved based upon customer enhancement requests, changes in technology, and ongoing feedback from our customers.

We believe we offer the strongest solution for the County's requirements and the best implementation methodology to ensure lasting success. We invite you to contact any of our customers to discuss their experiences with Citizenserve during project implementations and, equally importantly, after go live. We are interested in continuing our long-term relationship with the County, facilitated by our unlimited support model. Success for us does not end with the launch of a customer's solution; as we have proven over our 14-year relationship with the County, we are invested in ensuring the ongoing success of our customers by providing comprehensive and timely support from knowledgeable experts in the field.

We strive to be easy to work with, and new customers are often referred by existing customers. There have been no customer disputes, litigation, or failed implementations in the company's history. Our unlimited support model extends our relationships with our customers, ensuring that when they have a question or issue, we are available to provide timely assistance and

problem resolution. We resolve over 90% of support requests in the same day the request is submitted. In addition to assisting with support requests, we also offer unlimited user training after launch for the full life of the subscription. Our unlimited support and training ensure that all of your stakeholders are supported when they require assistance.

Citizenserve is only provided as a cloud-based subscription. When Citizenserve was started as an internet software service in 2003, the model was uncommon; we were among the first to identify the benefit for community development customers of a cloud-based solution accompanied by unlimited support. Updates and enhancements to the software are provided twice monthly and are included in all subscriptions at no additional charge. A Citizenserve subscription also includes major upgrades, which occur every few years. Major upgrades and the associated change management and training are also offered at no additional charge.

### ***Citizenserve Experience with the County***

Citizenserve has been providing the County's permitting and related code enforcement solution since 2008 and the planning and zoning and related code enforcement solution since 2018. We are currently providing support for 9 of the County's users. This support has included developing and updating dozens of reports, adding new permits and inspections, and updating permit fees. Our support staff are very familiar with the County's Citizenserve configuration, data, and requirements. We have established strong working relationships with the County's staff and a deep understanding of the County's community development business processes, challenges, and potential improvements.

### **1.2 Contractor Reference Information Form**

We have included the County's completed **Contractor Reference Information Form** on the following page.

**BIDDERS NAME:** Online Solutions, LLC (DBA Citizenserve)

**CONTRACTOR REFERENCE INFORMATION**

**List three (3) business references with similar scope and size of this project:**

**1<sup>st</sup>**

Company Name: St. Charles County, Missouri Representative Name: Ryan Tilley

201 N. 2nd Street, Suite 313 St. Charles MO 63301

Address City State Zip

636-949-7900 636-949-7519

Business Phone Business Fax Cellular Phone

RTilley@sccmo.org

email address if available

**2<sup>nd</sup>**

Company Name: Lake Saint Louis, Missouri Representative Name: Michelle Debord

200 Civic Center Drive Lake Saint Louis MO 63367

Address City State Zip

636-625-7937

Business Phone Business Fax Cellular Phone

mdebord@lakesaintlouis.com

email address if available

**3<sup>rd</sup>**

Company Name: Pottawattamie County, Iowa Representative Name: Pam Kalstrup

223 South 6th Street Council Bluffs IA 51501

Address City State Zip

712-328-5854 712-328-4731

Business Phone Business Fax Cellular Phone

pam.kalstrup@pottcounty-ia.gov

email address if available

### **1.3 Citizenserve Project Manager**

Kara McFall, PMP is the proposed project manager for the County's project. Kara has over 20 years of experience as an IT project manager and project executive and has been a certified Project Management Professional since 1999. In addition, Kara has taught Project Management classes for over 20 years at various universities including University of Oregon, Portland State University, and Concordia University and co-authored and published a Project Management Tools textbook when employed by Portland State University.

Kara joined Citizenserve in 2018 and has served as the Project Manager for multiple Citizenserve implementations, including Yavapai County, Arizona; Lady Lake, Florida (in progress), and Bryan, Texas (in progress). She also leads the company's security certifications, training, and policy development.

Kara has a B.S. in Industrial Engineering from Arizona State University, a M.S. in Industrial Engineering from Purdue University, and an EdD. in Education from Portland State University. She is certified as a Project Management Professional (PMP) through the Project Management Institute and ITIL certified (Information Technology Infrastructure Library) for IT Service Management.

Prior experience includes:

- Director for a technical master's program at the University of Oregon,
- IT Manager for enterprise-wide applications at Oregon Health & Science University,
- Program Operations Manager for a company that provides eGovernment/eBusiness solutions for state and federal clients, and
- Vice President of Project Management for two regional offices for an internet development agency.

Kara will be responsible for project management on the project, including ensuring the requirements of the County are met; overseeing the agile implementation process; and communication, risk, issue, and quality management.

### **1.4 Other Citizenserve Team Members**

Below is a summary of the qualifications and experience of each team member who will be assigned to the County's project.

#### *Engagement Manager, Sarah Mallette*

Sarah has experience as a Citizenserve engagement manager, training lead, and support engineer. Sarah has a B.S. in Biology from Arizona State University and joined the company in 2017. Sarah has recently completed Citizenserve implementations for Bedford, Ohio; Shawnee,

Kansas; and Altoona, Iowa. Sarah also led the implementation of Citizenserve's Planning and Zoning module for Christian County in 2018, including configuring the module, leading the weekly walkthroughs, developing custom reports, and training staff. Prior to joining Citizenserve, Sarah held positions as a pharmaceutical system tester and pharmacy technician. She will be responsible for leading the implementation, training, and support.

Sarah has experience leading agile implementations for multiple Citizenserve customers. She is skilled at communicating with clients to understand requirements, configuring Citizenserve to meet the requirements, developing SQL queries and reports, business process re-engineering, training customers, and testing Citizenserve implementations to ensure issues are discovered in a timely manner. Sarah has also provided post project technical and customer support for multiple customers, ensuring continuity in the relationship and the most effective support.

*Integration Lead, Syama Pisapati*

Syama is the lead solution architect at Citizenserve, oversees the other system integrators, and has completed many integrations between Citizenserve and other systems. Syama has foresight in identifying applications for new technology and a quick grasp of benefits and risks. Syama has completed integrations for multiple Citizenserve implementations, including Sacramento, California; Fairfield, California; and Redmond, Washington. Syama's main roles in the company are solution architect, integration lead, and application security lead. He has been with Citizenserve since the beginning of the company.

Syama has a M.S. in Information Systems from Arizona State University and a B.S. in Mechanical Engineering from Birla Institute of Technology and Sciences. Syama will be responsible for developing and testing the Citizenserve-side integrations (code to accept data into Citizenserve or to send data from Citizenserve).

*Account Executive: Ray Barker*

Ray Barker works with Citizenserve customers to ensure their implementations go smoothly. Ray has served as account manager for dozens of Citizenserve implementations and is seasoned in providing relationship management. He has extensive experience implementing and supporting all the Citizenserve modules.

Ray has an extensive background in information technology. After graduating with a degree in Industrial Engineering from Arizona State University, Ray started his career with Andersen Consulting (now Accenture) in the late 1980s. Before joining Citizenserve as a fulltime employee, Ray served as Vice President of Academic Technology at Education Management Corporation (EDMC), overseeing a production web application serving 140,000 students.

Ray has been with Citizenserve for 8 years. Ray will be responsible for a smooth transition from contract to project kickoff, ensuring that the needs of the County are met, and serving as a point of escalation.

### **1.5 Citizenserve Certifications**

Citizenserve is credentialed annually as a Payment Card Industry (PCI) DSS Level 2 Service Provider with Conformance CyberSecurity, a PCI DSS certified Qualified Security Assessor. The latest credential is dated 03/15/2022. The annual credential includes an annual penetration test, review of Citizenserve's vulnerability scans, review of Citizenserve's disaster recovery plan and other security policies, etc. As part of the credential, every Citizenserve employee takes and must pass multiple security training classes annually to ensure an ongoing focus on secure practices, the latest sources of vulnerability, and prevention of threats.

Citizenserve is credentialed annually for Service Organization Control 2 (SOC 2) Type 2 compliance with Moore Colson. The latest SOC 2 Type 2 audit concluded August 31, 2022; the current audit began September 1, 2022 and concludes August 31, 2023.

In addition, individual staff members hold individual certifications. The proposed project manager (Kara McFall) and account manager (Ray Barker) are both certified Project Management Professionals with the Project Management Institute and Kara is also ITIL certified (Information Technology Infrastructure Library) for IT Service Management.

### **1.6 Citizenserve Company Information**

Citizenserve was started as an internet software service in 2003. Citizenserve has been under the same company ownership and leadership since the inception of the company. There have been no acquisitions in the company history; all growth has been organic under the same company leadership. Our product growth is informed by the changing requirements and priorities of our customers and technical advances that enhance the effectiveness or security of our offerings.

### **1.7 Prior Citizenserve Projects for the County**

Citizenserve has completed two different projects for the County. Citizenserve initially implemented permitting and code compliance for 5 users, including implementation and configuration, report development, user training, and an initial load of the County's parcel data. In 2018 Citizenserve implemented planning and zoning for additional users, including implementation and configuration, report development, user training, a new load of the County's parcel data, and data migration from the County's Case Number Register.xls file.

In July 2022 we contacted the County to schedule an account review. The purpose of the review included the following:

- 1) Provide information on the latest upgraded version of Citizenserve, which was released in Q4 2021 and is available at no cost with the County's subscription.
- 2) Identify potential new functionality the County can adopt that will provide additional capabilities and benefits.
- 3) Identify any current features such as the online portal, markup tool, and common comments library that the County is not using but could find benefit in adopting. The configuration and implementation of all these tools is available at no cost with the County's subscription.
- 4) Identify any additional scope of work that will expand the usefulness of Citizenserve for the County, such as the implementation of a payment processor to enable payments from the online portal and the implementation of real-time GIS integration.
- 5) Schedule the County's no-cost upgrade, implementation of new features with a dedicated engagement manager, and training.

On October 20, 2022 Citizenserve held an account review with Christian County staff. As a result of the meeting, Citizenserve provided the County with the following:

- a description of the latest upgrade and links to videos that explain the features in the new release,
- directions on how to try out new features,
- recommendations on features and integrations the County can implement for additional functionality, and
- a roadmap to upgrade and implement the new features.

We would welcome the opportunity to upgrade the County to the latest feature-rich version of Citizenserve; implement additional key features such as the online portal, markup tool, and common comments book; add real-time GIS updating and an integrated payment processor; and continue to provide unlimited training and support for County staff.

## **1.8 Equipment and Data Storage**

As a cloud-based solution, Citizenserve only requires a device with a contemporary browser to access and use the solution. Citizenserve is device and browser agnostic. In addition to desktop computers, any mobile device can be used to access and use Citizenserve, both the portal and the staff-side software. For security reasons, we recommend current versions of the major browsers: Safari, Chrome, Edge, or Firefox. We do not recommend the use of Internet Explorer due to security concerns.

Citizenserve subscriptions include unlimited storage. You will never be assessed a fee for storage or be restricted in the amount of storage used.

### **1.9 Project Timeline**

Citizenserve offers a streamlined implementation for the County that includes the following scope of work:

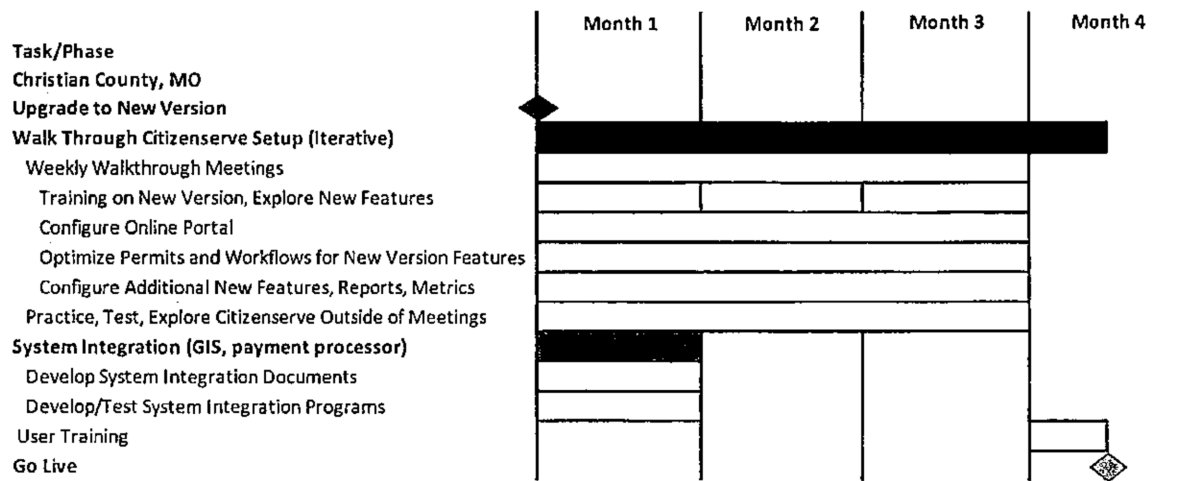
- Upgrading to the newest version of Citizenserve. The new version was released in Q4 2021 and offers over 150 enhancements and new features.
- Providing training on the features in the new version and analysis of new features that can improve the experience of County users.
- Configuring the online portal to enable applicants to apply and pay for permits and development projects, check on the status of permits and projects, communicate with County staff via messages, upload application documents, etc. and enable the submission and status checking of code complaints.
- Configuring additional features such as the markup tool and common comments library.
- Adding integrations for real-time GIS updates and a payment processor to enable credit card payments from the online portal.
- Adding and training 3 new users.

We have provided a timeline below that reflects this scope of work.

Activities that will not be required with Citizenserve include:

- Setup and implementation of the existing permitting, planning and zoning, and code case management functions.
- Rewriting existing reports.
- Training staff on current functionality.
- Data migration.
- Transition to a new system.

We value our longstanding relationship with Christian County and believe we offer the best solution, value, and streamlined effort to meet all the County's community development case management needs.



*Draft Christian County, Missouri Implementation Schedule*

## **SECTION A – ARBITRATION/LITIGATION (NONE)**

Citizenserve is not now and has never been the subject of arbitration or litigation.

# SUBCONTRACTORS AND ADDENDA ACKNOWLEDGEMENT

We have included the County's completed **Subcontractors and Addenda Acknowledgement Form** on the following page, followed by signed copies of **Addendum One** and **Addendum Two**. We acknowledge receiving Addenda One and Two and have included all changes required by them in our bid.

## **SUBCONTRACTORS**

Each bidder must submit with its proposal the names of all Subcontractors and major suppliers of material and equipment that it intends to use on the job. The County reserves the right to object to any Subcontractor or Supplier.

List items to be subcontracted with proposed subcontractor (if applicable):

We will not be using subcontractors on this project.

---

---

## **ADDENDA**

The undersigned declares that the following listed addenda have been received and all changes required by them are included in the bid amount. If no Addenda have been received, state "NONE". (Note: use separate page, if necessary). Bidders are advised that addenda containing additional information and instruction pertaining to this RFP may be issued at any time. It is the bidder's responsibility to verify, prior to the stated proposal opening date/time, as to whether addenda have been issued. You may contact the Purchasing Agent or review the county website at:

<https://www.christiancountymo.gov/bidding-opportunities/>

We have read and have included in our proposal all required changes in Addenda 1 and 2.

---

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*CLM 11-3-2022*



# Christian County Commission

100 W. Church Street Room 100  
Ozark, Missouri 65721  
(417) 582-4300

Ralph Phillips  
Presiding Commissioner

Lynn Morris  
Eastern Commissioner

Hosea Bilyeu  
Western Commissioner

## ADDENDUM NUMBER 01 REQUEST FOR PROPOSAL #2022-25 PLANNING & DEVELOPMENT SOFTWARE

**CONTACT:** Kim Hopkins-Will, NIGP-CPP, CPPO, CPPB  
Purchasing Agent  
**ADDRESS:** Christian County Government  
100 W. Church St., Room 100  
Ozark, MO 65721  
**PHONE:** (417) 582-4309  
**EMAIL:** [khopkins@christiancountymmo.gov](mailto:khopkins@christiancountymmo.gov)

**TO PROSPECTIVE BIDDERS:** The original Invitation to Bid documents remain in full force and effect except as revised by the following changes which take precedence over anything to the contrary in the Bidding Event document. The following are questions submitted by prospective bidders and the official response from Christian County.

### Questions from Tyler Technologies

**Question 1:** How many total users at Christian County will require access to the software?

**Answer 1:** *At least twelve users would need access.*

**Question 2:** How many inspectors and code enforcement officers?

**Answer 2:** *Six users would be inspectors or code enforcement.*

**Question 3:** What system(s) will the County be migrating data from to the new system?

**Answer 3:** *The incumbent is Citizen Serve.*

**All else remains the same.**

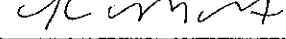
\*\*\*\*\*  
ACKNOWLEDGMENT: Acknowledge this Addendum 01 by signing below and returning it with your bid.

Company Name: Online Solutions, LLC (DBA Citizenserve)

c/o: Kara McFall

(Name of Agent or Sales Rep)

Title: Manager

Signature: 

Date: 11-3-2022

**END OF DOCUMENT**



# Christian County Commission

100 W. Church Street Room 100  
Ozark, Missouri 65721  
(417) 582-4300

Ralph Phillips  
Presiding Commissioner

Lynn Morris  
Eastern Commissioner

Hosea Bilyeu  
Western Commissioner

## ADDENDUM NUMBER 02 REQUEST FOR PROPOSAL #2022-25 PLANNING & DEVELOPMENT SOFTWARE

**CONTACT:** Kim Hopkins-Will, NIGP-CPP, CPPO, CPPB  
Purchasing Agent  
**ADDRESS:** Christian County Government  
100 W. Church St., Room 100  
Ozark, MO 65721  
**PHONE:** (417) 582-4309  
**EMAIL:** [khopkins@christiancountymmo.gov](mailto:khopkins@christiancountymmo.gov)

**TO PROSPECTIVE BIDDERS:** The original Invitation to Bid documents remain in full force and effect except as revised by the following changes which take precedence over anything to the contrary in the Bidding Event document.

Per Section I, E PROPOSAL OPENING on page 4, please note the RFP has been **extended to November 9, 2022**, see below.

**RETURN BID NO LATER THAN:** November 9, 2022, at 8:45 a.m. CST  
**BID OPENING DATE AND TIME:** November 9, 2022, at 9:00 a.m. CST

The following are questions submitted by prospective bidders and the official response from Christian County.

### Questions from Citizen Serve

**Question 1:** We have a question on RFP 2022-25: Planning & Development Software. On page 19 of the RFP, the first bullet point in the Technical Specifications lists "Building Permitting licensing." Can you please tell us what types of licenses and associated processing the County wants to include with the new software?

**Answer 1:** *At this time, we do not have any Building Permitting Licensing with our current software. This would be something we feel could be, at some point in the future, a viable option.*

No other questions will be taken at this time.

**All else remains the same.**

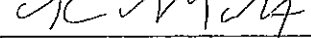
\*\*\*\*\*  
ACKNOWLEDGMENT: Acknowledge this Addendum 02 by signing below and returning it with your bid.

Company Name: Online Solutions, LLC (DBA Citizenserve)

c/o: Kara McFall

(Name of Agent or Sales Rep)

Title: Manager

Signature: 

Date: 11-3-2022

**END OF DOCUMENT**

## SECTION IV – COST FORM

We have included the County's completed cost form on the following page. We have also included additional information on our pricing for maximum transparency.

## IV. COST FORM

Christian County, Missouri is seeking Request for Proposals for a cloud-based community development software. The bidder proposes to furnish at his sole risk, cost, and expense all labor, tools, equipment, materials, supplies, facilities, transportation, bonds, insurance, software, and other means necessary to perform the work as set out in this RFP in strict accordance therewith, for the prices reflected below.

| PRODUCT OPTIONS                      | ANNUAL SUBSCRIPTION FEE                              |
|--------------------------------------|------------------------------------------------------|
| Building & Permitting                | \$ <u>21,600</u> for <u>12</u> users                 |
| Planning & Zoning                    | \$ <u>0</u> - <u>included in annual</u> subscription |
| Code Enforcement                     | \$ <u>0</u> - <u>included in annual</u> subscription |
| Implementation (Integrations)        | \$ <u>5,000</u> _____ one time charge                |
| Data Migration                       | \$ <u>N/A</u> _____ one time charge                  |
| Licenses (per user)                  | \$ <u>N/A</u> _____ unlimited/per user (circle one)  |
| Request Tracking                     | \$ <u>0</u> - <u>included in annual</u> subscription |
| Unlimited Data Storage:              | \$ <u>0</u> - <u>included in annual</u> subscription |
| <b>TOTAL PRICE FOR ALL SOFTWARE:</b> | <b>\$ <u>26,600</u> _____</b>                        |

For additional modules that you would like to provide, please use an additional piece of paper, and label the paper SOFTWARE COSTS.

**Contract prices are firm fixed for one calendar year from completion of implementation.**

\*\*\*\*\*

### RENEWALS:

Christian County will **enter into a one-year agreement** with the option to renew for four (4) additional one-year periods. If exercised, the option shall be executed at the same prices as quoted herein subject to a maximum percentage of increase, if any, quoted by the bidder above for each applicable option period. All percentages of increase stated shall be computed against the previous years' agreement prices. This process is accomplished by a vote of the County Commissioners each year and a letter notifying vendor of the award.

NOTE: Failure to enter a percentage shall be interpreted to be zero percent (0%) increases. Christian County reserves the right to require justification for any renewal increases.

1. First Renewal Period (Year 2): Maximum Increase 0 %.
2. Second Renewal Period (Year 3): Maximum Increase 5 %.
3. Third Renewal Period (Year 4): Maximum Increase 5 %.
4. Fourth Renewal Period (Year 5): Maximum Increase 5 %.

\* We are assuming an annual subscription period of April 1 through March 31, which is the County's current annual subscription period.

The Commission will give vendor a 30-day written notice prior to the end of the term whether the county has exercised its option to renew or not.

Christian County and the awarded vendor must agree upon the additional year's fees, in advance. All contract renewals must be approved by the majority of the County Commission and certified to the funds by the Christian County Auditor.

**Note: Christian County may pick and choose what modules they would like to purchase.**

**Cooperative Procurement:**

The vendor should indicate by checking "yes" or "No" in the indicated space below if the vendor will honor the submitted prices and terms for purchase by other entities that participate in cooperative purchasing with Christian County, Missouri.  
(A yes or no will not affect your proposal evaluation).

Yes \_\_\_\_\_ No ☒ X \_\_\_\_\_

## IV.1 Additional Citizenserve Pricing Information

### IV.1.1 Annual Subscription Fees

Citizenserve is only offered as an annual subscription. Subscription pricing is tiered based on number of users. A Citizenserve subscription includes all the Citizenserve modules:

- Permitting,
- Planning and Zoning,
- Code Enforcement,
- Licensing, and
- Request Tracking.

In addition, a subscription includes the electronic markup tool, online portal, and document management with unlimited storage.

A subscription includes maintenance and **unlimited support**; the County will never be charged a separate maintenance or support fee. Administrative support is also included in the subscription. Citizenserve's unlimited support extends to addressing any issues, setting up new and improving existing processes, setting up new workflows, adding new permits and licenses, adding new fee structures, writing custom reports, user training, and configuring new features.

A few additional clarifications on the annual subscription pricing:

- A subscription is NOT required for the online portal; the County will not be charged for citizens, businesses, contractors, and other constituents who use the portal.
- A subscription includes mobile access to Citizenserve; no separate application is required.
- Annual subscriptions are priced by named user. The County can add users at any time; subscriptions are prorated to the term of the subscription.
- Read-only subscriptions are priced by department; each department that requires read-only access pays for one subscription that an unlimited number of department users can use for read-only functions.

The County will move to our 2018 subscription pricing on 4/1/2023, per the notice Citizenserve sent the County on 12/21/2021. Because the County is currently at 9 users and has requested a total of 12 users with this RFP, the County will move to a less expensive pricing tier (see pricing matrix below). The County will therefore **not** experience the subscription increase to \$2,100 per user on 4/1/23 that was stated in the notice Citizenserve sent the County on 12/21/2021. The County's per subscription price will remain at \$1,800 through 3/21/2024.

| Number of Users    | Annual Cost Per Named User |
|--------------------|----------------------------|
| 5 (5 user minimum) | \$2,400                    |
| 6 - 10             | \$2,100                    |
| 11 - 24            | \$1,800                    |
| 25 - 49            | \$1,500                    |
| 50+                | \$1,200                    |

*Citizenserve 2018 Pricing Schedule*

The County's current 9 users are billed at \$150 per month (\$1,800 per year) each through 3/31/2023. We will bill for all 12 of the County's users at \$150 per month each through 3/31/2024. If the County requires a different number of users, the above subscription pricing matrix can be used to determine the annual cost of Citizenserve subscriptions.

#### **IV.1.2 Implementation, Configuration, and Online Training**

There will be no cost for implementation, configuration, and online training, as Citizenserve is already implemented and in use at the County. To implement the County's 3 new users, we will configure customized dashboards and reports for these new users and provide comprehensive user training at no charge. Please note that this support is also provided for current users; we will make configuration updates to the dashboards of any of the County's 9 existing Citizenserve users, plus provide any required training, at no additional charge.

#### **IV.1.3 Data Migration**

There will be no cost or need for data migration.

#### **IV.1.4 System Integrations**

We have provided pricing for real-time integration to the County's GIS and integration to a payment processor.

| Systems Integration            | Fixed Price    |
|--------------------------------|----------------|
| County's GIS                   | \$5,000        |
| TBD Payment Processor *        | \$0            |
| <b>Total Integration Price</b> | <b>\$5,000</b> |

**\* Payment Processor.** If the County selects a payment processor and version for which we have already established integration, there will be no charge for this integration. Please see the following list of available payment processors.

- ACI Universal Official Payments

- Authorize.Net
- Authorize.Net v2
- Hancock Whitney Transactis BIQ SHO Version 7.0
- Bluefin PayConex
- CityHall payment
- Civitek - <https://www.myfloridacounty.com/myflc-pay/>
- Civitekpaynow - <https://www.myfloridacounty.com/myflc-pay/>
- ConnexPoint
- Cybersource V2.0
- Elavon (Convergys gateway)
- EGOV Payment Gateway
- ETS
- Express-Pay
- Forte
- Government Window
- GovPayNet
- Heartland
- Invoicecloud
- JETPAY Magic
- Municipay - <https://demo.municipay.com/payapp/public/WSRequest.html?>
- NCR MAGIC
- OpenEdge HostPay (Global Payments)
- Paya Connect
- Paybill
- Payeezy
- PayExpressPay
- Paymentus
- Paypal
- Paypal Payflow
- PlugNPay (for customer outside the US only)
- Point & Pay v3.2.8
- PPG (Philadelphia Pay)
- PSN
- SC.Gov CCP, v2, v3
- Unibank RTI v2.0
- VPS Value Payment Systems v1.0
- Xpressbillpay v2, v3

#### IV.1.5 Citizenserve Cost Summary

This cost summary has been prepared for you based on our understanding of your needs as outlined in the RFP and Addenda One and Two. This fixed price quote includes all the cost elements detailed above.

|                                                                 |                 |
|-----------------------------------------------------------------|-----------------|
| Annual Citizenserve Subscription (12 users at \$1,800 per user) | \$21,600*       |
| <b>One-Time Initial Fees</b>                                    |                 |
| Citizenserve Implementation, Configuration, & Online Training   | \$0             |
| Real-time Integration to County's GIS                           | \$5,000         |
| Integration to Payment Processor (see list in Section IV.1.4)   | \$0             |
| <b>Total One-Time Fees</b>                                      | <b>\$5,000</b>  |
| <b>Total Year 1 Costs (includes Year 1 subscription)</b>        | <b>\$26,200</b> |
|                                                                 |                 |

\* The annual subscription period runs from April 1<sup>st</sup> to March 31<sup>st</sup>. The price of Citizenserve subscriptions will be increased by a maximum of 5% annually for 4 years, starting with the subscription period that runs from 4/1/2024 through 3/31/2025. The annual cost of subscription per user will remain at \$1,800 per year (\$150 per month) through 3/31/2024.

# SECTION V – TECHNICAL SPECIFICATIONS

Citizenserve is a browser-based Software-as-a-Service (SaaS) application that is device and browser independent; it can be accessed from any desktop, laptop, tablet, phone, or other mobile device, including both iOS and Android devices. Citizenserve can be used on cellular and wireless networks from any location. Citizenserve's automated workflows and integrated document management enable paperless processes for both staff and customers.

Citizenserve is a comprehensive community development solution that includes permitting, planning and zoning, code enforcement, licensing, request tracking, and an integrated online portal. All modules are integrated and included in the subscription. The integrated nature of Citizenserve means that you will not have to re-enter the same information in multiple modules; all Citizenserve's modules use the same database and data.

While the County has been using Citizenserve since 2008, we have included information on all our modules below to provide a complete set of information on the latest capabilities of the software.

## **IV.1 Building Permitting**

Citizenserve permitting software accommodates multiple permit types (Building, Special Events, etc.) and subtypes (New Residential, Residential Accessory, New Commercial, Fire Suppression, etc.), including any future permits the County adds. Permit applications and their associated workflows can be quickly built. *You can add an unlimited number of permit types and subtypes for an unlimited number of departments in Citizenserve.* There is no additional charge to create additional permits at any time, and permits, inspections, and associated workflows can be designated by department/function.

We have provided detailed information on Citizenserve's permitting functions below.

### **V.1.1 User Friendly Online Portal**

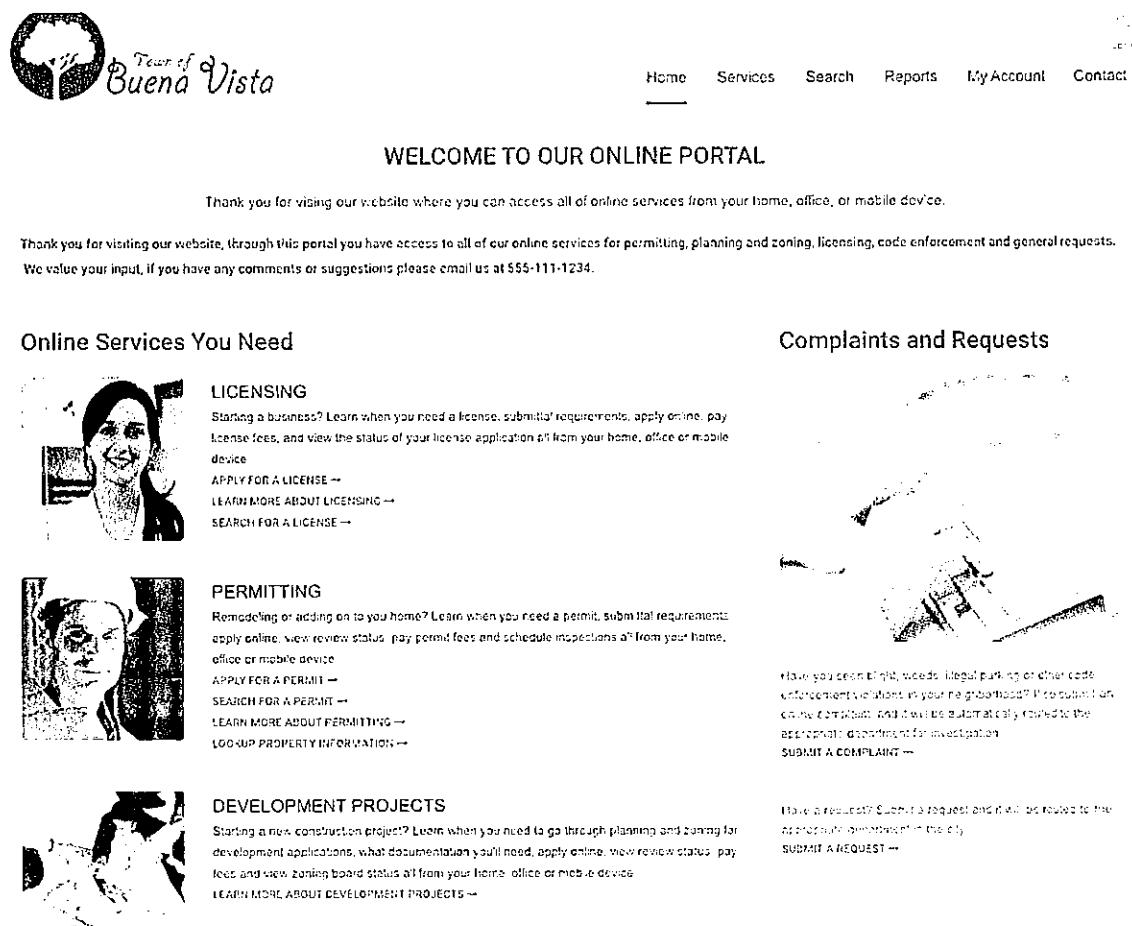
Citizenserve provides a configurable, customizable, PCI-compliant online portal that allows citizens, contractors, and businesses to participate electronically in the processes of permitting, planning and zoning, licensing, code enforcement, inspections, and requests. The portal can be configured as a link off of the County's website. The portal has been built into the solution from the beginning, meaning users are provided with a cohesive and optimized interface.

The portal is easy to use, and Citizenserve will configure the portal with clear instructions on how to register as a new user, update account information, and fill out and submit applications. Instructions can also be configured for required submittal documents, information on when a

permit is required, etc. Configurable, context sensitive help is available at the field level to provide guidance on the information required with each application.

We have focused on the portal features for permitting below and addressed specific portal functionality for planning and zoning, code enforcement, licensing, and request tracking in later sections.

The image below shows one configuration of the portal for the fictitious Town of Buena Vista. Visitors can learn about and apply for licenses, permits, and development projects and can submit code complaints or requests for services. We can easily tailor the County's portal to only show the County's relevant information and services.



### Sample Configuration of the Citizenserve Portal

Contractors, engineers, architects, and property owners can apply for a permit using a digital signature, upload digital plans and other required documents, schedule an inspection, pay application fees, search permits, check on the status of an application, and provide resubmittals and associated documents.

There is enormous flexibility in configuring applications to meet an individual municipality's needs. The County's Building permits are already configured in Citizenserve. We will review the existing permits with the County during implementation to determine if there are any changes that can be made to take advantage of new features with the latest version of Citizenserve. We will also determine if there are additional permit applications the County wishes to add to the portal.

Applications can be configured to include the required fields, all explanatory and warning text, County-specific graphics and logos, all contacts related to an application (contractor, architect, property owner, etc.), and any other data or information required. Applications can also be configured to indicate the required documents that must be uploaded (e.g., site plan, insurance documents, etc.) and whether a signature is required. Custom fields can be added if needed at no charge; all custom fields are available for reporting and metrics.

All Citizenserve forms can include dynamic fields, which means the application will adapt depending upon the answers provided by the applicant. Conditions can be configured for permit applications that prevent the submittal of an application from the online portal when the condition is triggered; for example, if the contractor has an expired license or workman's compensation insurance. Applicants can save in-process applications for completion later.

#### **V.1.2 Calculation and Payment of Fees**

Citizenserve enables flexibility in the setup of fees, and each permit, project, and license (application) type can have different fee calculations. All fee schedules can be end dated to inactivate fees and ensure that the correct fees are applied. Fees can also be deleted as required.

Citizenserve can accommodate two fee types: manual fees and automatic fees. Manual fees are assigned by staff with proper security roles during the workflow. Automatic fees can be set up for ranges or specific values of application fields and can calculate fixed fees or variable fees against application data. Common fee types include application fees, plan review fees, impact fees, and state or county required fees.

Fees are mapped to the County's account codes, and maintenance of the County's fees (changes to current fees and the addition of new fees) is included as part of the subscription's unlimited support. Citizenserve accommodates complex fees, such as fees based on ranges of contractor valuation or other field, including any custom fields defined by the County.

Citizenserve enables fees to be calculated for applications and paid from the counter. With integration to a payment processor, fees can also be securely paid from the portal. The County determines when fees are displayed on the portal to the applicant; for example, some

municipalities do not require fee payment until the plan review process is complete and the application is approved.

When payments are entered, the system reflects that a fee was paid, the amount and type of payment, and the date/time of payment. Refunds and payment adjustments can be easily made and will be reflected in the Fees and Payments screen. Payments can be applied across fees and the History will show when the fee(s) were paid. Staff can view permit fees and payments that have been applied for a permit on the Permit Screen. The below screen shows the fees that have been assessed for a permit, payments made, and remaining balance.

| FEES                         |                   |          |        |           |  |  |
|------------------------------|-------------------|----------|--------|-----------|--|--|
| FEE                          | DESCRIPTION       | QUANTITY | AMOUNT | TOTAL     |  |  |
| Building Permit Fee          |                   |          |        | 8,683.30  |  |  |
| Residential New Construction |                   |          |        | 2,564.00  |  |  |
| Application Plan Check       |                   |          |        | 868.33    |  |  |
| Plan Review Fee              |                   |          |        | 5,209.98  |  |  |
| Convenience Fee              |                   | 1.0      | 2.0000 | 2.00      |  |  |
| Misc Fee                     | Misha's Misc. Fee | 25.0     | 1.0000 | 25.00     |  |  |
| Plan Check Fees              |                   |          |        | 6,078.31  |  |  |
| Permit Fees                  |                   |          |        | 11,274.30 |  |  |
| Total Fees                   |                   |          |        | 17,352.61 |  |  |

| PAYMENTS    |                                          |           |  |
|-------------|------------------------------------------|-----------|--|
| DATE        | RECEIVED FROM                            | AMOUNT    |  |
| 05/05/2021  | Misha's Contracting Company - Misha Lenz | 4,849.92  |  |
| 05/05/2021  | Misha's Contracting Company - Misha Lenz | 25.00     |  |
| Amount Paid |                                          | 4,874.92  |  |
| Balance Due |                                          | 12,477.69 |  |

### *Fees and Payments Screen*

Fees can also be added to activities. If the activity has a fee structure defined, the activity will display fee, payment, and refund information. The example below shows a fee that was assessed when a review was completed; the fee has not yet been paid.



#### REVIEW INFORMATION

Department  
Building



Activity Type  
Review Complete



Assign To  
Morgan Katz



Permit #:  
B21-000060 New SFH - Foley



Created On  
12/07/2021 by Liam Jameson

Notes

#### DATES

Start Date  
12/07/2021

Due Date  
12/07/2021

Completion Date

Status  
Pending



Hours  
0.0

Billed To  
Sam Smith



#### REVIEW COMMENTS



| # | STATUS | COMMENTS |
|---|--------|----------|
|---|--------|----------|

#### FEES



| FEE | DESCRIPTION | TOTAL |
|-----|-------------|-------|
|-----|-------------|-------|



|                                |  |       |
|--------------------------------|--|-------|
| Plan Review Administrative Fee |  | 25.00 |
|--------------------------------|--|-------|

|            |  |       |
|------------|--|-------|
| Total Fees |  | 25.00 |
|------------|--|-------|

#### PAYMENTS



| DATE | RECEIVED FROM | AMOUNT |
|------|---------------|--------|
|------|---------------|--------|


|             |  |      |
|-------------|--|------|
| Amount Paid |  | 0.00 |
|-------------|--|------|

|             |  |       |
|-------------|--|-------|
| Balance Due |  | 25.00 |
|-------------|--|-------|

|           |  |   |
|-----------|--|---|
| Invoice # |  | 6 |
|-----------|--|---|


Activity Fee and Payment Screen

Fees can also be added to inspection activities. The below screen shows a fee that has been assessed for a reinspection.



**INSPECTION INFORMATION**  
 Department  
 Building ▼  
 Inspection Type  
 Reinspection ▼  
 Assign To  
 Liam Jameson ▼  
 Permit #:  
 B21-000060 New SFH - Foley ▼ ...  
 Created On  
 12/07/2021 by Liam Jameson  
 Notes


**DATES**  
 Start Date  
 12/07/2021  
 Due Date  
 12/07/2021  
 Completion Date  
 Status  
 Scheduled ▼  
 Hours  
 0.0  
 Billed To  
 Sam Smith ▼ ...


**INSPECTION COMMENTS**


#

STATUS

COMMENTS


**FEES**

| FEE               | DESCRIPTION | TOTAL        |
|-------------------|-------------|--------------|
| Reinspection Fee  |             | 35.00        |
| <b>Total Fees</b> |             | <b>35.00</b> |


**PAYMENTS**

| DATE | RECEIVED FROM | AMOUNT |
|------|---------------|--------|
|      | Amount Paid   | 0.00   |
|      | Balance Due   | 35.00  |
|      | Invoice #     | 7      |

*Inspection Activity Fee*

### V.1.3 Workflows

The workflows and associated reviews for permits are quickly and easily built. In addition to the permits and workflows Citizenserve has already implemented for the County, the County can identify an unlimited number of new permit types and subtypes, each with unique associated workflow routes and automated due dates. During implementation, Citizenserve will analyze the existing permit workflows for the County to identify any features in the new release that can improve permit processing for County staff and will also build any new permits and associated workflows. Any future permits that are added or changes to existing permits and associated workflows are included at no additional charge under Citizenserve's unlimited support.

Workflows are initiated with the submission of a permit application by an applicant from the portal (or by staff entering an application for a customer). Workflows can be configured to determine the appropriate route based on a variety of criteria such as permit type and subtype, property details, and specific fields in the application. Permit reviews can be configured to dynamically route a permit application to different departments or individual users based on the information entered during the review. Workflows can be configured to automatically set task due dates based upon your specific review periods. Workflows can be configured to notify one or more staff at key steps in the workflow, such as when a request is made for a review. Citizenserve maintains a complete, timestamped history of all actions taken on a permit application, including steps in a workflow such as application received, permit issued, and application complete.

The below example shows the Review steps in a workflow that has been set up for a building permit. The application has completed the Application Intake and is awaiting Application Review by the Building, Engineering, Conservation, and Planning and Zoning Departments and the Required Inspections before the Review is complete. The ASSIGNED TO column shows the assignment of tasks to individual staff members, as defined in the workflow.

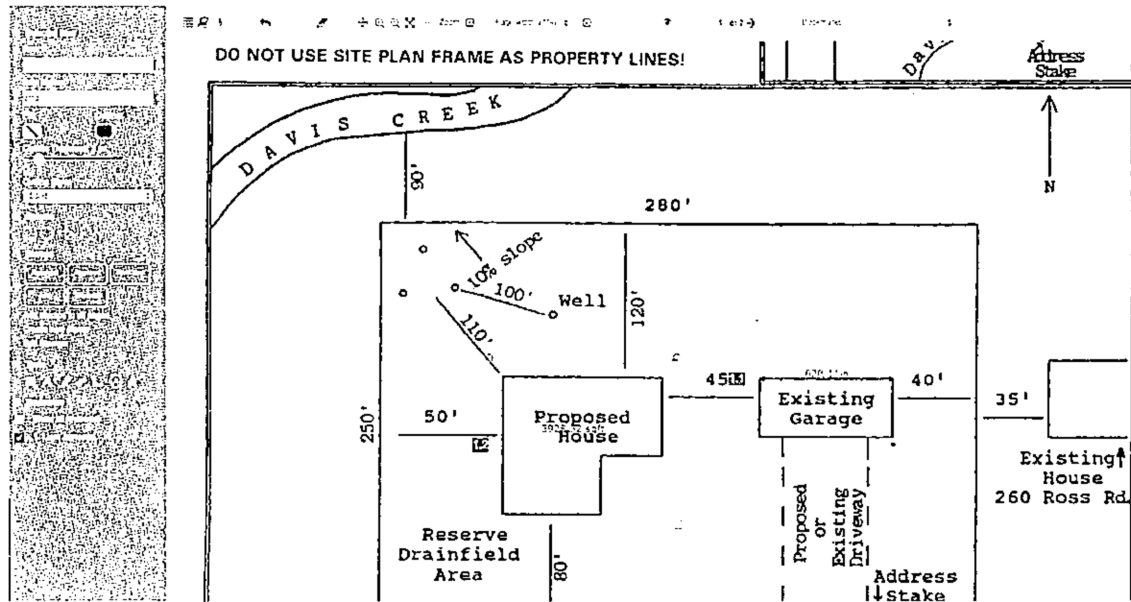
| REVIEWS                                 |                     |                 |         |            |           |  |
|-----------------------------------------|---------------------|-----------------|---------|------------|-----------|--|
| ROUTE NAME                              | PERMIT #            | STATUS          |         |            |           |  |
| BUILDING PERMIT NEW CONSTRUCTION REVIEW | B22-000061          | UNDER REVIEW    |         |            |           |  |
| ACTIVITY TYPE                           | DEPARTMENT          | ASSIGNED TO     | STATUS  | DUE        | COMPLETED |  |
| Application Intake                      | Building            | Morgan Katz     | Pending | 06/17/2022 |           |  |
| Application Review                      | Building            | Liam Jameson    | Pending |            |           |  |
| Required Inspections                    | Building            | Liam Jameson    | Pending |            |           |  |
| Application Review                      | Engineering         | Stacy Griffiths | Pending |            |           |  |
| Application Review                      | Conservation        | Reanna Thompson | Pending |            |           |  |
| Application Review                      | Planning and Zoning | Ryan James      | Pending |            |           |  |
| Review Complete                         | Building            | Morgan Katz     | Pending |            |           |  |

*Staff View of a Building Permit Workflow Route Display (real-time status)*

#### V.1.4 Plan Reviews

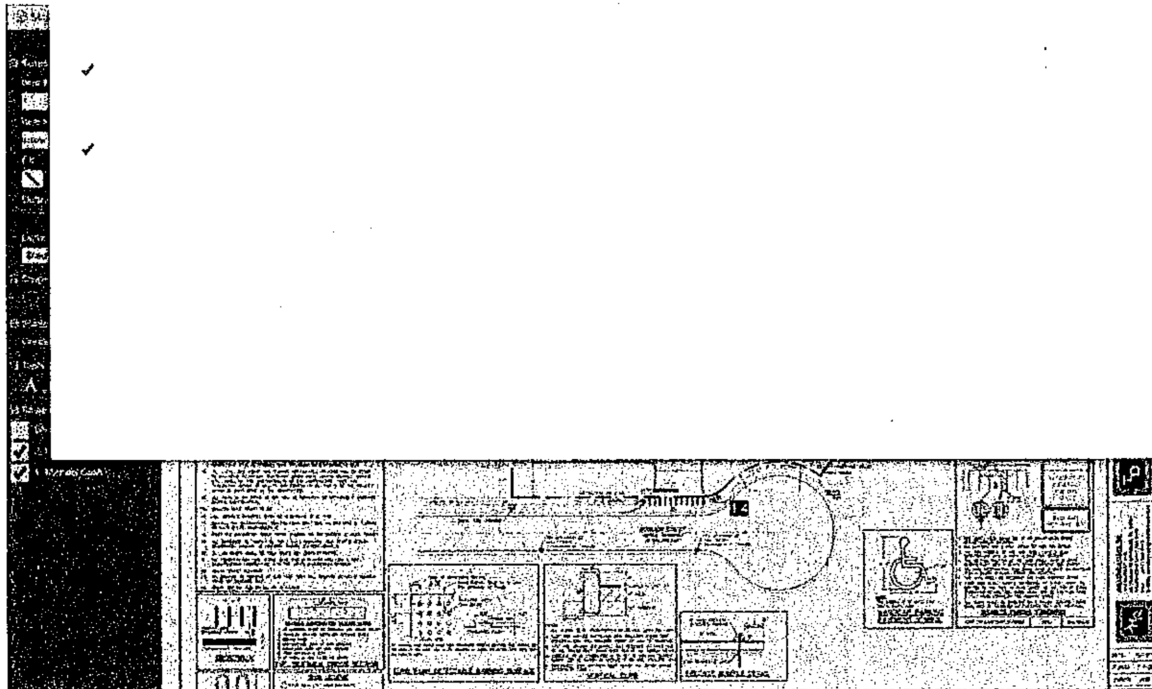
Citizenserve provides collaborative plan review processing. You can create customized workflows that mimic your plan review process and digitally and visually track plan review status, comments, and resubmittals. Workflow status can be tracked internally by County staff, with real-time updates, while the customers, contractors, and others associated with a permit can check on the status of a permit and any associated plan reviews on the portal. Plan review comments, automatically generated from comments entered in Citizenserve's integrated Electronic Plan Review tool (currently not in use at the County), are available from the portal, and email notifications let your applicants know when a new set of comments and markups are available.

Citizenserve subscriptions include robust and flexible Electronic Plan Review tools to enable professional reviews. Our review tools include tools to measure areas and linear distances and accurately scale drawings. The markup tool supports electronic plan comments by adding notes, standard comments, highlights, measurements, and other annotations. Each user can enter individual notes, highlights, measurements, stamps, and other annotations; the markup shows who made the entry and can filter entries to show layers that reflect all, some, or only a single user's markups.

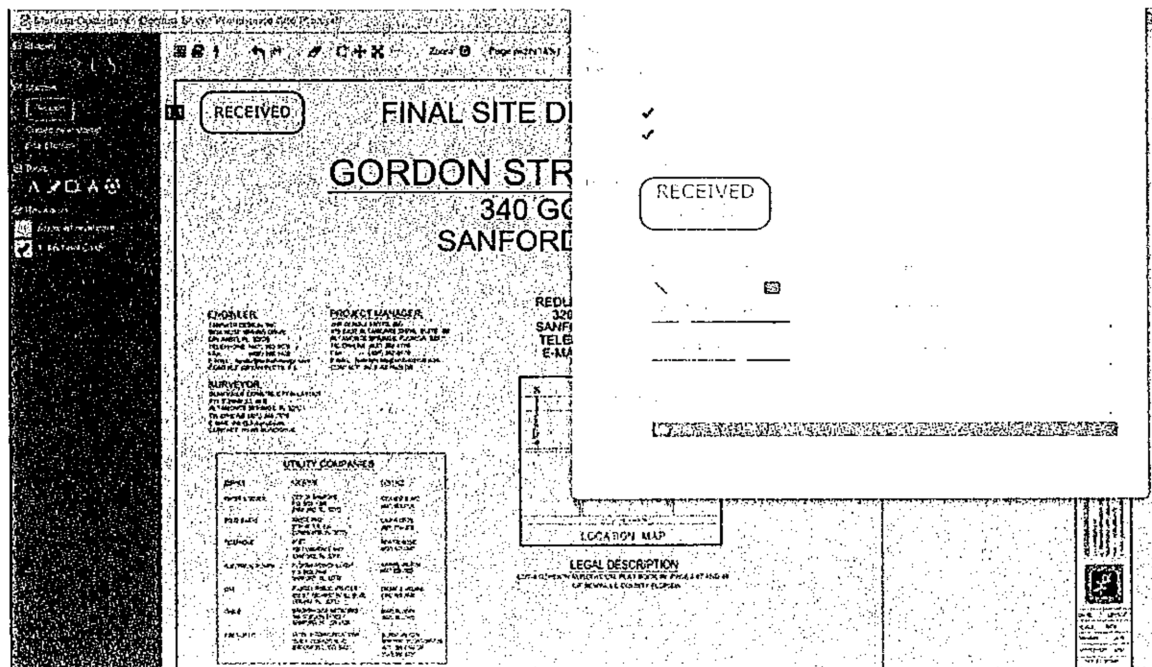


### *Measure Areas and Linear Distances with Citizenserve's Review Tools*

The Citizenserve engagement manager will configure electronic plan review comments for each department's Common Comments Book; comments can be tied to State and local codes, and maintenance of the comments is included as part of Citizenserve's unlimited support. The below figure shows one example of a partial Common Comments Book that has been configured for a building department; plan reviewers can quickly select the applicable comments. Plan review comments are automatically generated, date and time stamped, and available to applicants from the portal.



Create Customizable Custom Lists of Electronic Plan Comments for Each Department



Create and Share Custom Stamps

You can view a demo on Citizenserve's Electronic Plan Review tool at:

<https://www.citizenserve.com/building-permit-software/citizenserve-document-markup-tool/>

### V.1.5 Communication with Applicants

Staff can communicate with an applicant for a permit, project, or license in multiple ways. The application workflow can be configured to send emails at designated points in a workflow; for example, a review activity can be completed and a template email generated to be sent to the applicant and any other people involved in the project. Emails can be edited prior to sending.

All emails sent from Citizenserve are configured to appear as if they were sent from the County's email system (the "From" information will show the associated user's or other assigned County email address) and will be stored as a document in the associated case file. Ad hoc emails can be written and sent anytime, with a copy of the email stored on the documents tab.

Another means of communicating with applicants is through the portal. The portal can be configured so that customers who submit permit applications have access to the status of their applications. The below screen shot shows the options that have been configured in a drop-down to enable a customer from the My Requests screen to view all permit and business license applications, code complaints, and requests; currently the option for View My Permits is selected. Please note that the drop-down is fully customizable to meet the County's requirements.

**Q MY REQUESTS**  
View My Permits My Complaints

✓ View My Permits  
View My Business Licenses  
View My Development Project  
View My Code Complaints  
View My Request Tracking

Q

1-27 of 27

| Permit #      | Address                | Application Date | Status                      | Work Description                               | Balance Due |
|---------------|------------------------|------------------|-----------------------------|------------------------------------------------|-------------|
| B20-000051    | 250 MAIN ST            | 06/24/2020       | Online Application Received | 4 season porch                                 | \$10,275.56 |
| B20-000047    | 941 BAKERSFIELD Street | 06/22/2020       | Online Application Received | test                                           | \$0.00      |
| B20-000046    | 941 BAKERSFIELD Street | 06/22/2020       | Online Application Received | TEST                                           | \$7,168.60  |
| V4HP20-000001 | 811 VISALIA ST         | 06/22/2020       | Online Application Received | Test                                           | \$0.00      |
| B20-030028    | 941 BAKERSFIELD Street | 04/23/2020       | Online Application Received | 3 bed /2 bath new home construction St. Helena | \$8,768.60  |

*My Requests Screen Available to Customers from the Portal*



## VIEW PERMIT

City of Bakersfield | Department of Public Works

---

-  [Make a payment](#)
-  [Request an inspection](#)
-  [Upload documents](#)
-  [Leave message](#)

Your permit is not issued until an issue date is displayed below.

**Permit #:** B19-000120

**Project #:** 19-000032

Status: Online Application Received

**Balance Due:** \$1,077.74

**Address:** 941 BAKERSFIELD Street 📍

**Description:** New Single Family - Mt. Pleasant



| Permit                              | Reviews | Documents | Inspections |
|-------------------------------------|---------|-----------|-------------|
| <b>Permit #:</b> B19-000120         |         |           |             |
| <b>Permit Type:</b> Building Permit |         |           |             |
| <b>Sub Type:</b> New Construction   |         |           |             |
| <b>Issue Date:</b>                  |         |           |             |
| <b>Expiration Date:</b>             |         |           |             |

---

### & PROJECT INFORMATION

Answer the following questions about your building project


|                                              |                                      |
|----------------------------------------------|--------------------------------------|
| Will you install a swimming pool or spa?     | No                                   |
| Number of structures to be built or modified | 1                                    |
| 1st Structure                                |                                      |
| <b>Occupancy Type</b>                        | R-3 Residential care + and to family |
| <b>Construction Type</b>                     | MMA                                  |
| <b>Square Feet</b>                           | 2500                                 |
| <b>Estimated Construction Cost</b>           | 250000.00                            |
| <b>Total Square Feet</b>                     | 2500                                 |
| <b>Total Construction Cost</b>               | 250000.00                            |

---


### & CONTACTS

All contractors must be licensed by the state click here to lookup a contractor's license status with the State Board of Contractors


|                      |                                         |
|----------------------|-----------------------------------------|
| <b>Contractor</b>    | MTX Construction Co., Inc. CA 19-000114 |
| <b>Subcontractor</b> | Armed Construction                      |
| <b>Architect</b>     |                                         |


Page 40 

It's also easy for an applicant to identify and access review comments. The below screen shows the Reviews tab that an applicant has accessed from the portal for a rezoning permit; the blue VIEW COMMENTS hyperlinks indicate there are comments from the Engineering Application Review, Public Works Review, and Planning & Zoning Application Review. Clicking on a hyperlink displays the comments, which are automatically generated from comments entered in Citizenserve's integrated Electronic Plan Review tool.


**VIEW PERMIT**

[VIEW COMMENTS](#)

Permit #: RZ20-000008  
 Project #: 20-000361  
 Status: Online Application Received  
 Balance Due: \$0.00  
 Address: 600 TART ST   
 Description: Rezone 3 lot subdivision



Permit    **Reviews**    Documents    Inspections

| Task                                  | Department        | Start    | Completion | Status                                                  |
|---------------------------------------|-------------------|----------|------------|---------------------------------------------------------|
| City Council Review                   | Planning & Zoning | 12/19/20 |            | Pending                                                 |
| Application Review                    | Conservation      | 11/19/20 |            | Pending                                                 |
| Review Complete                       | Planning & Zoning |          |            | Pending                                                 |
| Planning Commission                   | Planning & Zoning | 01/25/21 | 01/25/2021 | Approved                                                |
| Planning and Zoning Compliance Review | Planning & Zoning | 11/19/20 | 11/19/2020 | Complete                                                |
| Application Review                    | Engineering       | 11/19/20 | 11/19/2020 | Complete<br><a href="#">VIEW COMMENTS →</a>             |
| Public Works Review                   | Public Works      | 11/19/20 | 11/19/2020 | Approved<br><a href="#">VIEW COMMENTS →</a>             |
| Application Review                    | Planning & Zoning | 11/19/20 | 11/19/2020 | Complete<br><a href="#">VIEW COMMENTS →</a>             |
| Utility Review                        | Planning & Zoning | 11/19/20 | 11/19/2020 | Resubmittal Required<br><a href="#">VIEW COMMENTS →</a> |

### Reviews Tab on the Portal

One critical feature in Citizenserve is the ability to set User Notifications and Assignments for each permit and case type so staff and departments are notified when citizens, contractors, and businesses take action on the portal. For example, if a staff member requests a revised building

plan document, the notification matrix will let the staff member know when the document is uploaded. Without notices of actions taken on the portal, the staff would have to keep checking the file for the uploaded document or worse – forget to check, resulting in a call from the contractor wondering why their permit has not been issued.

Portal Admin Details

Secure https://www2.citizenserve.com

Permitting Options

| Create Activities Type | On New        | On Modify       | On Payment      | On Inspection Request   | On Leave Message        | On Document Upload      |
|------------------------|---------------|-----------------|-----------------|-------------------------|-------------------------|-------------------------|
| Building Permit        | Do Not Notify | ▼ Assign Notify | ▼ Assign Notify | ▼ Add to Unassigned Act | ▼ Add to Unassigned Act | ▼ Add to Unassigned Act |
| Electrical Permit      | Do Not Notify | ▼ Do Not Notify | ▼ Do Not Notify | ▼ Add to Unassigned Act | ▼ Add to Unassigned Act | ▼ Add to Unassigned Act |
| Mechanical Permit      | Do Not Notify | ▼ Do Not Notify | ▼ Do Not Notify | ▼ Add to Unassigned Act | ▼ Add to Unassigned Act | ▼ Add to Unassigned Act |
| Plumbing Permit        | Do Not Notify | ▼ Do Not Notify | ▼ Do Not Notify | ▼ Add to Unassigned Act | ▼ Add to Unassigned Act | ▼ Add to Unassigned Act |
| Testing & Testing      | Do Not Notify | ▼ Do Not Notify | ▼ Do Not Notify | ▼ Add to Unassigned Act | ▼ Add to Unassigned Act | ▼ Add to Unassigned Act |
| Pool Permit            | Do Not Notify | ▼ Do Not Notify | ▼ Do Not Notify | ▼ Add to Unassigned Act | ▼ Add to Unassigned Act | ▼ Add to Unassigned Act |

| Send Email Type   | On New        | On Modify       | On Payment      | On Inspection Request | On Leave Message | On Document Upload |
|-------------------|---------------|-----------------|-----------------|-----------------------|------------------|--------------------|
| Building Permit   | Do Not Notify | ▼ Do Not Notify | ▼ Do Not Notify | ▼ Specific Email Only | Do Not Notify    | ▼ Do Not Notify    |
| Electrical Permit | Do Not Notify | ▼ Do Not Notify | ▼ Do Not Notify | ▼ Do Not Notify       | ▼ Do Not Notify  | ▼ Do Not Notify    |
| Mechanical Permit | Do Not Notify | ▼ Do Not Notify | ▼ Do Not Notify | ▼ Do Not Notify       | ▼ Do Not Notify  | ▼ Do Not Notify    |
| Plumbing Permit   | Do Not Notify | ▼ Do Not Notify | ▼ Do Not Notify | ▼ Do Not Notify       | ▼ Do Not Notify  | ▼ Do Not Notify    |
| Testing & Testing | Do Not Notify | ▼ Do Not Notify | ▼ Do Not Notify | ▼ Do Not Notify       | ▼ Do Not Notify  | ▼ Do Not Notify    |
| Pool Permit       | Do Not Notify | ▼ Do Not Notify | ▼ Do Not Notify | ▼ Do Not Notify       | ▼ Do Not Notify  | ▼ Do Not Notify    |

Save

Links to other permit configuration options:

- User notification and assignments
- Permit status options: status change notification and edit permit options
- Permit type options: show new applications, submit documents and address validation
- Application Email Notifications
- Licensing Options
- Development Project Options
- Code Enforcement Options

Sample Citizenserve User Notifications and Assignments Configuration Screen (Permitting)

## V.1.6 Permit Document Issuance

An unlimited number of permit documents can be created, including permits, placards, Certificates of Occupancy, etc. Inspectors can create documents from the field that are automatically attached to the case, including photos, notices of violation, any certificates, or other documentation generated during an inspection. Any of the documents can be generated in the field and emailed using an iPad or other mobile device or printed with a Bluetooth printer. Documents can be designated to be placed on the portal so the applicant can review and print them.

Citizenserve provides a single point of inspection management and assignment. Customers can request inspections from the portal. We will configure your inspection types to display on the portal during implementation; customers can select the desired date of the inspection and, if desired, you can also configure inspection time ranges for selection. Automatic notifications of inspection requests can be configured.

Customers can request an inspection from the portal; the inspection types are customizable



## REQUEST AN INSPECTION

Home » Services » Permits » Sewer Permit » Request an inspection

SKYPE inspections can be scheduled for:

- HVAC systems

- Water Heaters

For instructions and request form, select the inspection type: [SkypeInspection](#)

Self-inspection videos now accepted for:

- Re-ROOFs

- Water Heaters

For instructions and submission form, select the inspection type: [VideoInspection](#).

|                                  |                         |   |
|----------------------------------|-------------------------|---|
| Inspection Type:                 | Footing                 | ▼ |
| Desired Date:                    | 12/09/2021              | ▼ |
| Preferred Inspection Time Range: | 08:00 a.m. - 10:00 a.m. | ▼ |
| sign here:                       | 10:00 a.m. - 12:00 p.m. |   |
| Notes:                           | 12:00 p.m. - 14:00 p.m. |   |
|                                  | 14:00 p.m. - 16:00 p.m. |   |
|                                  | 16:00 p.m. - 17:00 p.m. |   |

### *You can configure the inspection request form with inspection time ranges (optional)*

Citizenserve has a built-in device and browser independent calendar feature that allows inspections and tasks to be easily assigned and managed. Inspectors can select a setting to email them a calendar invitation when an inspection is scheduled. The email contains an ICS file that adds an appointment to the inspector's Outlook or Google calendar, similar to how appointments and meetings created in Outlook or Google are sent from these calendars.

Assigning inspections is easy. Multiple inspector calendars can be viewed to identify individual inspector availability.

**APPOINTMENT DUE DATE**

**APPOINTMENT INFORMATION**

Assign To: David James

☒ View Multiple Calendars

Select A User Type: Building Inspectors

**DATES**

Date: 02/28/2022

From: 9:00 AM

To: 9:30 AM

**APPOINTMENTS**

☒ MY CALENDAR

☒ BRANDON TEST

☒ DEALEA MOORE

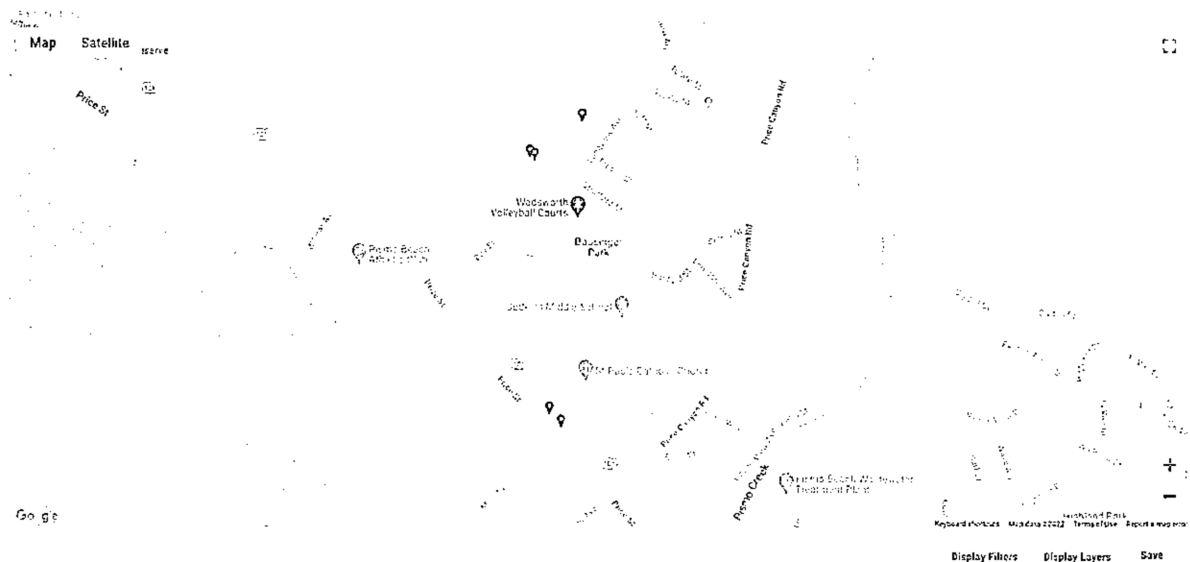
☒ LIAM JAMESON

☒ NICOLE LOPEZ

**Save**

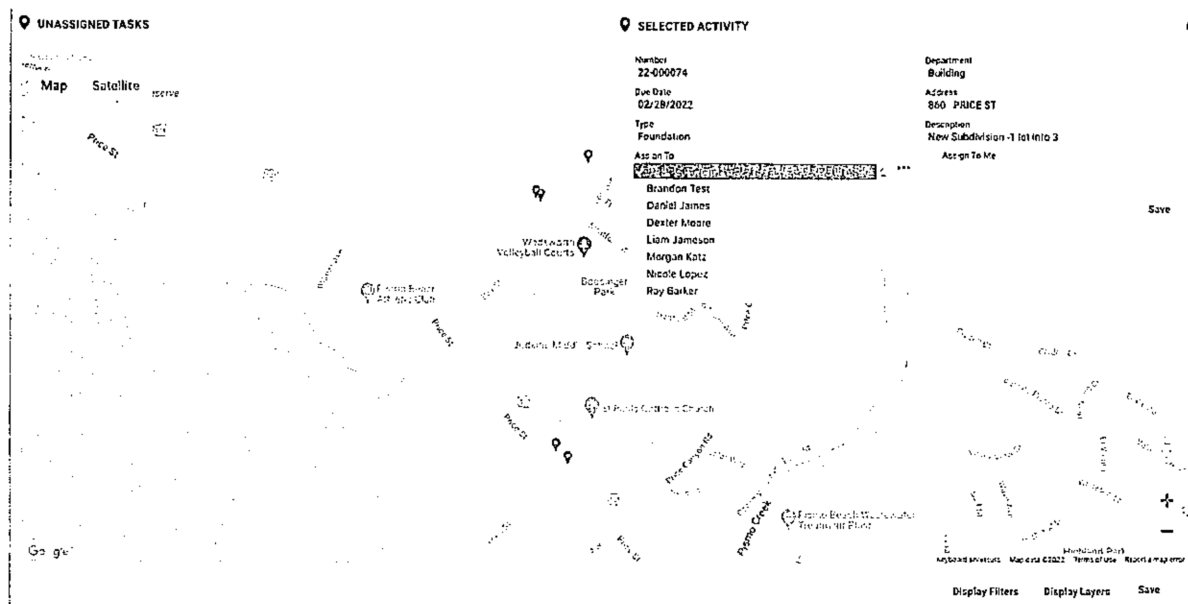
Open multiple inspector calendars to easily assign an inspection based on availability

Users can also choose **Map View** to view the locations of all inspection requests on a map.



Selecting Map View displays the locations of all inspection requests on a map

Clicking on the pin for an inspection opens the inspection for easy assignment. The inspector can click the **Assign To Me** checkbox for self-assignment, or can select another inspector from the **Assign To** drop-down list.



*Clicking on a pin opens an inspection for easy assignment to an inspector*

Citizenseive supports the creation of an unlimited number of inspection types, including building, engineering, and code inspections. Citizenseive can also manage annual inspections, such as annual fire or rental housing inspections. Each inspection type can be set up as a custom form with template outputs such as an inspection report. Templates can be created as letters, emails, or any other combination of text and graphics. Individual checklists can be created for each different inspection type.

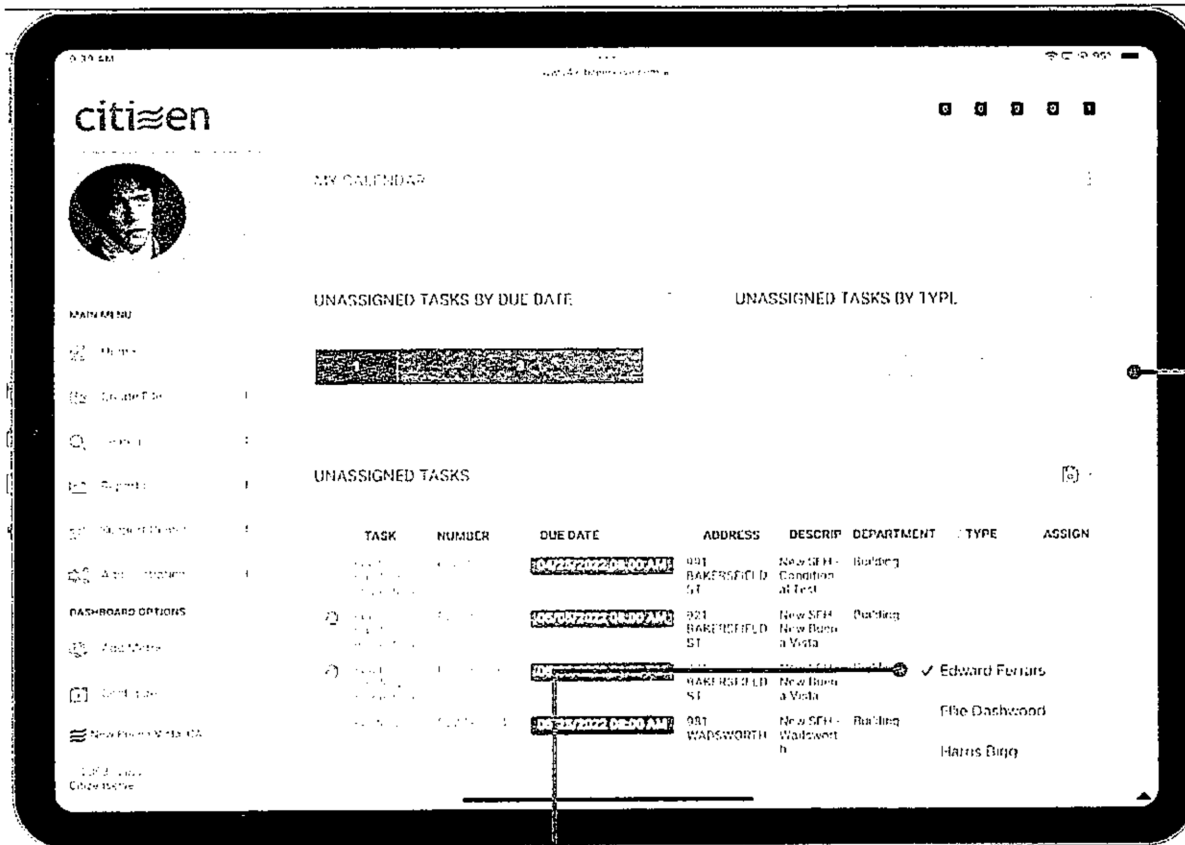
Citizenseive is device and browser independent, so your inspectors can access the full functionality of Citizenseive from the field. Any information entered in the field is immediately available to staff in the office, and vice versa; no syncing of data is required. Citizenseive's offline inspection capability enables inspectors to log inspection data from the field, even when cell service is unreliable.

As a fully mobile solution, inspectors are notified of inspections due and can look up property ownership information, fill out an inspection report, add violations, take and attach photos, mark up images using the integrated markup tool, generate tickets or notices of violation, and schedule re-inspections – all in the field from a laptop, iPad, or other mobile device. Pictures can be added directly from device cameras. Inspectors can also add inspection comments using speech-to-text using iPads and other devices that support this feature.

Citizenseive provides the ability to view the locations of your inspections due and enables violations and tickets to be easily displayed for inspectors and other staff on maps or other management reports. We have included integration to the County's GIS, with real-time

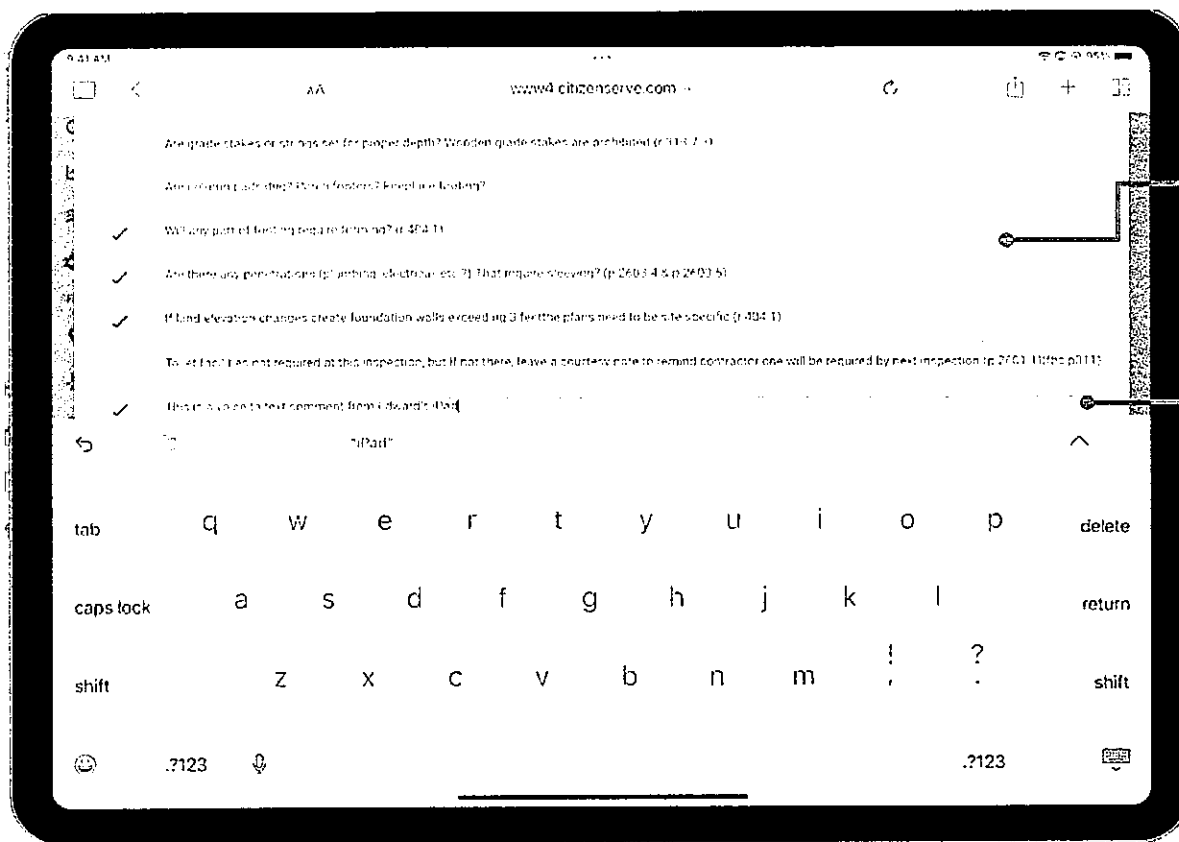
updating. Google Maps and all associated functionality is built into Citizenserve. Google Maps acts as the viewable map the data is presented on, while the map data will come from the integrations to the County's GIS. Users who view inspections due on a map can retrieve parcel data by clicking on the map layer.

The following pages show an example inspection conducted from an iPad using the newest version of Citizenserve.



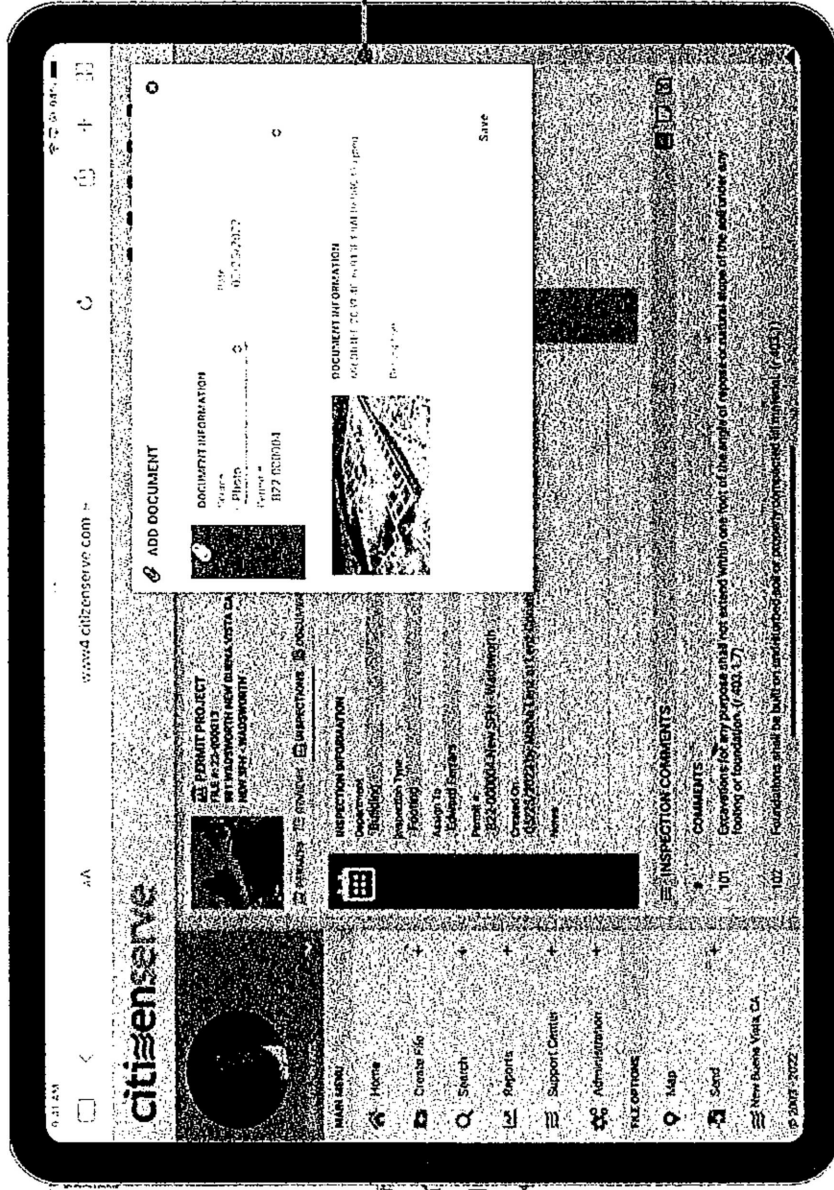
Staff can customize their dashboards to display appointments, tasks, key metrics, etc.

In this scenario, the inspector opens Citizenseive on his iPad and assigns himself to an inspection.



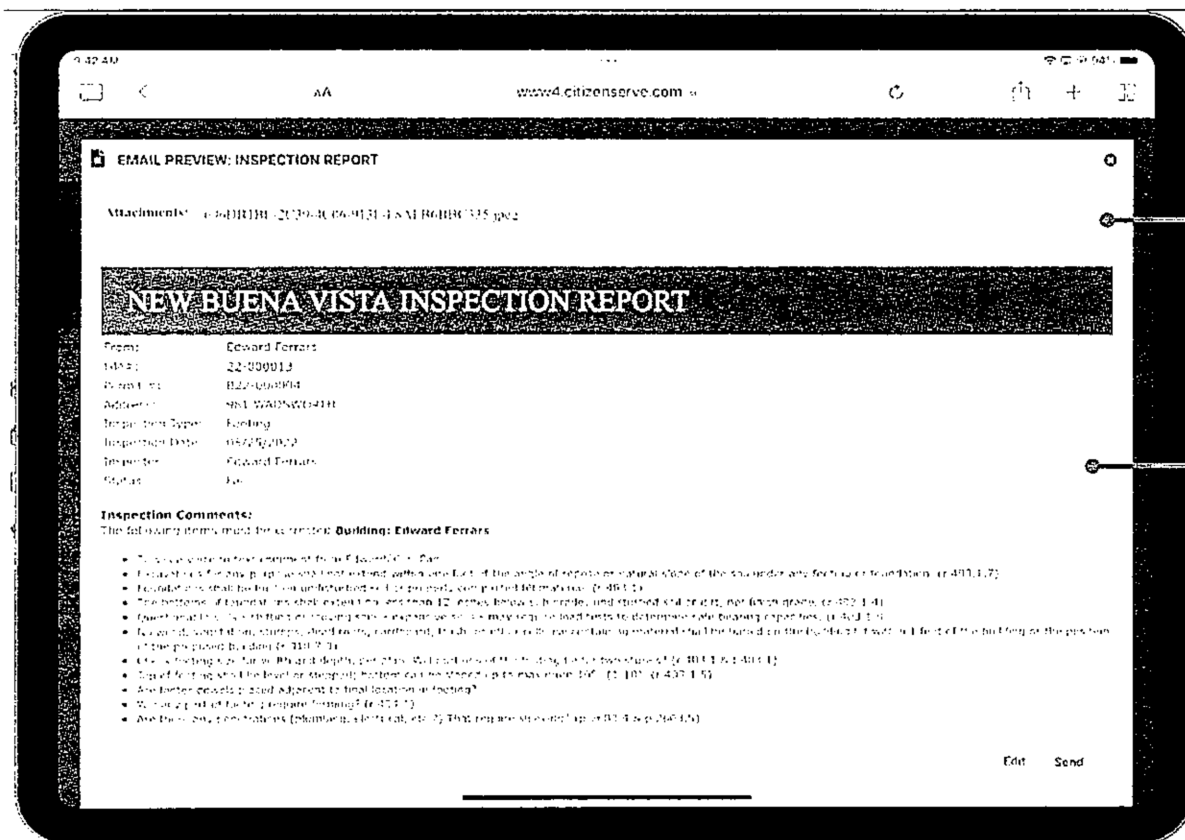
The inspector completes the inspection from the field. He can copy comments from a previous review, open the common comments book, or add manual comments.

The inspector can also generate a comment from his iPad by using voice-to-text.



The inspector can easily generate and attach photos from his mobile device while in the field.

**citizen**



The inspector can preview and edit the inspection report prior to emailing it from the field.

This report includes an attached photo taken on site and the inspector's comments.

## V.2 Planning and Zoning

### V.2.1 Planning and Zoning Functionality

Citizenserve has already implemented planning and zoning for the County. We will focus on identifying features in the new version that can simplify processing for Planning and Zoning staff and on placing planning and zoning applications on the portal. Applicants can submit applications that include multiple parcels and addresses, attach site plan documents, pay application fees, view the status of their applications, and provide resubmittals and associated documents through the online portal.

Below is an example of a drop-down menu on the portal configured with specific application types; we will configure your planning and zoning application list on the portal to meet the requirements of the County.



**APPLY FOR A DEVELOPMENT**  
Citizenserve's Portal to Support and Streamline Applications for Development

All development project applicants must first have a pre-application conference to review the general objectives and plans of your development project.

Project Type:

- ✓ Pre-Application Conference
- Rezone Application
- Site Development Application
- Site Plan
- Subdivision
- Tentative Map
- Zoning Permit
- Zoning Variance Application

#### *Example Planning and Zoning Application List (fully configurable)*

Applications are automatically routed to the appropriate reviewers based on your unique workflow routes. Citizenserve's calendar functions are flexible; workflows can be configured to set different dates in the workflow according to algorithms, while users with the proper security can override these dates if needed. Citizenserve's user friendly calendars enable staff and supervisors to view individual or consolidated schedules to enable decision making and task prioritization and scheduling. You can track due dates for public notices and legal advertisements based on the hearing dates you select and can create templates for notification of meetings. A dynamic list of meeting dates can be posted on the portal.

Plan reviewers will have access to searchable electronic reference materials including building code handbooks, GIS layers, and property history. Citizenserve's review notifications work the same for the Permitting and Planning and Zoning modules; applicants are notified when

reviews are completed and review comments are available and can access each reviewer's comments from the portal. Notification emails can also be configured to include comments, if desired.

Citizenserve organizes property data to enable users to quickly access information on the files, permits, licenses, inspections, violations, contacts, attached documents, notes, addresses, and zoning for a property. Pending planning and zoning applications are easily identified. Citizenserve has included real-time GIS updates, so property data will remain current.

You can post any report on the portal to share information with the public. We will work with the County to determine the Planning reports (if any) that will be placed on the portal, the fields/information they will contain, and any relevant search conditions. Portal reports enable the public to obtain the information they need without staff assistance, such as project lists and information and meeting schedules and information.



**PROPERTY**  
PARCEL #: 005-078-003  
250 MAIN ST  
BUENA VISTA CA 93448



**PROPERTY**



**ADDRESS**

ID Num:  
18394723

Date Created:

Parcel #:  
005-078-003

PropertyAddress  
250

MAIN

Street

BUENA VISTA

CA

93448



**OWNER INFORMATION**

Owner Name:  
LEE MICHAEL & KATHLEEN LIVING TRUST

Owner Address:  
751 PRICE ST

PISMO BEACH

CA

93449



**OTHER INFORMATION**

District

Legal Description  
CY PB PTN BL 4

Latitude  
35.141674

Longitude  
-120.64075

**PROPERTY INFORMATION**

Zoning  
RPD

Secondary Contact

Contact

Document

*Property Record*

### **V.2.2 Planning and Zoning Mailing Lists**

Citizenserve has already implemented a number of Planning and Zoning letters and notifications for the County. If additional letters and notifications are required, the Citizenserve engagement manager will gather the requirements, including conditions for generation, and develop the letters to the County's specifications. The real-time integration to the County's GIS will enable the generation of proximity letters for applications such as a rezoning application, where letters containing the County's specific text and graphics can be generated for all property owners within a specified number of feet (e.g., within 1,000 feet) of an applicant's address. The Citizenserve engagement manager will work with the County to understand the requirements for mailing lists and develop the associated letters.

### **V.2.3 Planning and Zoning Meeting Agendas and Information Packets**

Staff can easily generate hearing agendas based on the County's criteria, such as listing all items up for review in the hearing. The Citizenserve engagement manager will also configure agenda information packets that contain the content, text, and graphics specified by the County. Agendas and agenda information packets can be created on the fly or can be triggered by a condition.

## **V.3 Code Enforcement**

### **V.3.1 Code Enforcement Functionality**

Citizenserve code enforcement software completely automates the process of routing complaints, opening cases, scheduling inspections, recording violations, generating case forms, and coordinating resolutions. Citizens can enter complaints and check on the status from the online portal. Property ownership, inspection results, photos, notices, violations, and notes become an electronic record of each case. The Code Enforcement module is part of Citizenserve's integrated solution, so code violations are visible in other modules such as the Permitting and Licensing modules, and Business Licensing and Permit information can be accessed from Code Enforcement files.

Citizenserve's engagement manager can configure business rules in Citizenserve to automatically route complaints to the appropriate department for quick action. We can build violation types to reflect State and County ordinances, and maintenance of violation types is included in our unlimited support. Violation types can be associated to multiple permit and license types. Code cases can be prioritized and escalated.

Inspections can be scheduled automatically according to complaint type or can be added manually. Code cases can be assigned to inspectors based upon geographic attributes provided through integration to the County's GIS.

Citizenserve's robust case management capabilities enable code enforcement cases to be created with multiple violations, and each violation can be tracked and resolved separately. An unlimited number of people, businesses, and other contact types can be associated with a case, and each person or entity can have a different association with the case. An unlimited number of notice or letter forms can be created; each can be completely customized and can initiate database processes such as fee assessment or file status changes. Code enforcement case processes can take a case from courtesy notice, citation, abatement, to court, fine, lien, payment, and resolution.

As a fully mobile solution, code enforcement inspectors are notified of inspections due and can look up property ownership information; enter their findings from an inspection; add violations; add freeform notes; take and attach photos; generate tickets, notices of violation, or warnings; close violations after verifying the required fix; and schedule re-inspections – all in the field from a tablet or laptop. Enforcement documents and forms can be generated in the field using an iPad or other mobile device and Bluetooth printer. Citizenserve's offline inspection capability enables code inspectors to log inspection data from the field, even when cell service is unreliable.

### **V.3.2 Graphic Representation of Code Enforcement Cases**

Users can access a map view to display code cases in a specific area. Clicking on any of the pins pulls up the related case information; clicking on the Case Number hyperlink opens the underlying case.



*On demand graphic representation of all code cases within a geographic area*

## V.4 Licensing

The County identified licensing functionality as a future option in Addendum Two. While the County has not yet implemented Citizenserve's licensing functionality, the Licensing module is included with every subscription at no additional charge. Citizenserve licensing software automates the application, payment, review, and renewal of business, contractor, merchant, and other licenses. An unlimited number of license applications can be created with an unlimited number of custom fields and one or multiple review or workflow routes. All Citizenserve forms can include dynamic fields, which means a business license application can adapt depending upon the answers provided by the applicant.

Applicants can submit applications, upload copies of required documents, check on the status of applications, securely pay application fees, and download and print their licenses through the Citizenserve online portal. Citizenserve's notifications feature enables you to configure notifications for your staff when license applications are submitted online.

You can create customizable deficiency checklists based on application types and quickly generate and email Deficiency Notices. License documents can be configured with mandatory or warning conditions. We will work with the County to determine the conditions required to generate invoices for licenses (e.g., when the status for the Review Complete activity is changed to Approved). We have included integration to a payment processor, so applicants can securely pay invoices from the portal.

If an inspection is required before issuance, it can be added to the license workflow and Citizenserve can automatically notify your inspectors of pending applications and required

inspections. Inspections for business licenses can be configured so that applicants can request inspections from the online portal. An unlimited number of inspection types with custom forms and fields can be set up in Licensing. Upon final approval, you can generate License Certificates and ID cards that can be mailed, emailed, or downloaded from the online portal.

When it comes time for renewal, you can create batch email or mail renewal notices quickly. Custom renewal processes can be created, and renewal letters can direct business owners to the online portal for renewal and payment. Citizenserve can be configured to automatically calculate penalties and interest for late renewals. License holders can submit required documentation such as proof of identity and insurance verification through the online portal as part of their license renewals.

Workflows can be easily configured and changed in Citizenserve, and users can quickly identify the status of each of the steps in business license workflows. The reviews of license applications and renewals are activities in a workflow and can be configured to dynamically route the application to different departments based on the information entered during the review. Citizenserve's role-based security enables you to decide who can view the information and feedback. Citizenserve maintains a complete, timestamped history of all actions taken on licenses applications.

The below example shows the Review steps in the workflow for a business license. The application has completed the Application Intake step and is awaiting License Application Review by the Planning and Zoning, Conservation, and Building Departments before the Review is completed by the Business Licensing Department.

| REVIEWS                    |                     |                   |         |            |           |  |
|----------------------------|---------------------|-------------------|---------|------------|-----------|--|
| ROUTE NAME                 | LICENSE #           |                   | STATUS  |            |           |  |
| BUSINESS LICENSE REVIEW    | BL22-000013         |                   | PENDING |            |           |  |
| ACTIVITY TYPE              | DEPARTMENT          | ASSIGNED TO       | STATUS  | DUE        | COMPLETED |  |
| Application Intake         | Business Licensing  | Derek Christopher | Pending | 05/28/2022 |           |  |
| License Application Review | Planning and Zoning | Jordyn Page       | Pending |            |           |  |
| License Application Review | Conservation        | Reanna Thompson   | Pending |            |           |  |
| License Application Review | Building            | Nicole Lopez      | Pending |            |           |  |
| Review Complete            | Business Licensing  | Derek Christopher | Pending |            |           |  |

### *Business License Route Display*

Customers who submit license applications or renewals can check on the status and, if required, request inspections through Citizenseive's online portal. The below screen shot shows the View License screen from the online portal; the customer who is logged in has accessed the Reviews tab to see the status of the reviews for a license application.

## VIEW LICENSE

Home / Services / Business Licenses / View License

License #: BL20-000019  
 Status: Issued  
 Issue Date: 01/01/2020  
 Expiration Date: 12/31/2020  
 Balance Due: \$0.00  
 Name: Misha's Taco House  
 Address: 660 TAFT ST



License   Reviews   Documents   Inspections

| Task                       | Department            | Start    | Completion | Status                      |
|----------------------------|-----------------------|----------|------------|-----------------------------|
| License Application Review | Conservation          | 10/22/20 |            | Pending                     |
| License Application Review | Building              | 10/22/20 |            | Pending                     |
| Review Complete            | Business<br>Licensing |          |            | Pending                     |
| License Application Review | Planning &<br>Zoning  | 10/22/20 | 10/23/2020 | Complete<br>VIEW COMMENTS → |
| Application Intake         | Business<br>Licensing | 10/22/20 | 10/22/2020 | Approved<br>VIEW COMMENTS → |

*VIEW LICENSE Screen from the Online Portal (Reviews Tab)*

### V.5 Request Tracking

The County requested pricing for Request Tracking in their Cost Forms. While the County has not yet implemented Citizenserve's request tracking functionality, the Request Tracking module is included with every subscription at no additional charge. Citizenserve request tracking software automates the assignment, routing, and fulfillment of your citizens' service requests. Citizens can submit requests on the County's website through the Citizenserve online portal. With configurable automatic routing based on request type, appropriate staff are notified and can respond to a citizen's request immediately. County staff can communicate with your citizens effectively and efficiently using Citizenserve's automatic notifications, automated letters, and email templates.

**SUBMIT A REQUEST**  
 Submit a request for a permit, project, or code process

Please enter the general topic of your request: Street light is out, please replace

Type: Requests related to a specific address or location

Address or Parcel #: Corner of Birch Avenue and Main Street

Pismo Beach CA 93448

**FIND ADDRESS**

*Example Request Submission from the Online Portal*

**SUBMIT A REQUEST**  
 Submit a request for a permit, project, or code process

Please enter the general topic of your request: Public information request not related to a specific address  
 Public information request related to a specific address  
 Request not related to a specific address  
 ✓ Requests related to a specific address or location

Type: Requests related to a specific address or location

Address or Parcel #: Corner of Birch Avenue and Main Street

Pismo Beach CA 93448

**FIND ADDRESS**

*Example of Request Types (fully customizable)*

## V.6 Citizenserve Implementation

Citizenserve offers a streamlined implementation for the County that includes the following scope of work:

- Upgrading to the newest version of Citizenserve. The new version was released in Q4 2021 and offers over 150 enhancements and new features. As part of this effort, the Citizenserve team will also review the permits, projects, and code processes currently implemented for the County to identify and implement improvements from the new version.
- Providing training on the features in the new version and analysis of new features that can improve the experience of County users.
- Configuring the online portal to enable applicants to apply and securely pay for permits and development projects, check on the status of permits and projects, communicate

with County staff via messages, upload application documents, etc. and enable the submission and status checking of code complaints.

- Configuring additional features such as the markup tool and common comments library.
- Adding integrations for real-time GIS updates and a payment processor to enable credit card payments from the online portal.
- Comprehensive user training to ensure the County's users make a smooth transition to the new version and new functionality.

Activities that will not be required with Citizenserve include:

- Setup and implementation of the existing permitting, planning and zoning, and code case management functions.
- Rewriting existing reports.
- Training staff on current functionality.
- Data migration.

We follow an agile methodology for our project implementations and will plan to use this approach for the scope described above. Our approach will involve the following steps. Each module will involve the subject matter experts for the processes and requirements specific to the function; for example, the County team members that participate in the weekly walkthroughs for building permits may differ from the team members that participate in the weekly walkthroughs for planning and zoning.

**Project Kickoff:** The project kickoff meeting includes the key County and Citizenserve team members. Key components of the project will be discussed including roles, responsibilities, timeline, and objectives. The Citizenserve project manager will provide a report summarizing the meeting and assigning action items.

**Upgrade to the New Version:** The Citizenserve engagement manager will upgrade the County to the newest version.

**System Walkthroughs:** Once the County's Citizenserve site has been upgraded, a weekly meeting will be scheduled with the County team and the Citizenserve engagement manager and project manager. The Citizenserve engagement manager will familiarize the County's team members on the new features in the upgrade at the beginning of the walkthroughs to enable the team to make informed decisions on new features to implement and improvements to make. Citizenserve will implement new permits/projects as completely new lookup options so the County can continue to use your current processes without interruption until going live with the new functionality.

During the walkthrough meetings, the team will review each area of the system and make a list of changes or additions, which the Citizenserve engagement manager will configure during the meeting and in the days before the next meeting. The County's team members will test the new functionality before the next meeting to provide additional feedback on any required changes. The walkthroughs are an iterative process to allow the customer to clarify or improve upon existing processes and configure Citizenserve to support those processes.

**Data Migration:** As the County's current community development vendor, data migration is not required.

**Configuration of the Integrations.** The requirements for the configuration of the integrations will be gathered during the weekly walkthroughs. The Citizenserve system architect will develop the scripts for the integration points on the Citizenserve side (development of code to export data from or accept data into Citizenserve); if an API is not available, the County's technical resources will be responsible for developing the code to export data to Citizenserve or accept data from Citizenserve. The County's team will test the data exchanged between Citizenserve and the external systems and will provide feedback on needed changes.

**Training:** Prior to go live, staff members will be trained online in small groups. Our traditional approach to training is to conduct training via web conferencing in small groups; unlimited live web conferencing training is included as part of implementation and post go live as part of Citizenserve's unlimited support. With web conferencing, we can transfer screen control to the users so they obtain experience using the system during training. Any of the web conferences used for training can be recorded and edited for later viewing.

Each training session will focus on that group's core job responsibilities. Most users attend one or two training sessions that last up to four hours; additional one-on-one training sessions can be scheduled for users who would benefit from additional training. With online training we can record any or all of the training sessions and make the training videos available online. Unlimited live online training is included post go live as part of Citizenserve's unlimited support.

**Go Live:** The County's go live will be scheduled over a weekend. Over the weekend we will cut over from the County's current Citizenserve version to the upgraded, newly configured Citizenserve version and the online portal will be launched. Prior to go live, the Citizenserve engagement manager will configure any letters or emails to notify contractors, business owners, and other portal users that the County's portal is available for use.

The weekly walkthrough meetings typically continue for 2-4 weeks after go live to identify any issues or changes that could be beneficial; the County will decide when they are comfortable with the system and no longer require the weekly walkthrough meetings.

**Ongoing Support:** Users can request support for any needs or questions through the Citizenserve support center. Response time to a support request is within 4 hours; urgent requests receive a response within an hour. Our support staff members are available to develop custom reports, help you utilize existing and new features, modify your setup for process changes, and provide unlimited training.

#### **V.7 Data Migration**

As the County's current community development vendor, data migration will not be required.

#### **V.8 Live GIS Integration**

Google Maps and all associated functionality (e.g., Google Street View) are built into Citizenserve; Google Maps acts as the viewable map the data is presented on. We have also included secure, real-time integration to the County's GIS to receive GIS, parcel, address, and other information specified by the County. We are experienced in creating interfaces to our customers' GIS solutions via secured REST services; standard GIS overlays include zoning districts and parcel layers/maps. Users can turn layers on and off, use the Zoom In/Out tool, and search by any defined attributes. Attributes provided with the GIS data can be used to automate the assignment of inspections and other condition-based actions.

Users can use Citizenserve's mapping functions from any device to track inspections and other tasks from any module, including Permitting, Planning and Zoning, Licensing, and Code Enforcement. Users can display all tasks assigned to a specific user, filter by types of tasks, and filter by the type of inspection or review. The map viewing options are fully customizable.

Users can also create permit and planning project applications by searching for addresses from a map, either by entering an address or dropping a pin. Any of the information the County chooses to provide with the GIS integration – parcel ID, address, subdivision, lot number, etc. – can be configured to populate the application.



*Citizenserve Map View of Due and Overdue Tasks*

## V.9 Integrated Messaging

An easy way for contractors and citizens to communicate from the portal is through the Message feature. The below screen shot shows both the Leave message link that enables portal users to send messages to County staff and the Messages link that enables the portal user to retrieve their messages from County staff.



## VIEW PERMIT

Home Services Permits View Permit

- Make a payment
- Request an inspection
- Upload documents
- Leave message**

Your permit is not issued until an issue date is displayed below

Permit #: B22-000035  
Project #: 22-000055  
Status: Finalized  
Balance Due: \$0.00  
Address: 921 BAKERSFIELD ST ♀  
Description: New SFH - Georgia Tech



Permit Reviews Documents Inspections

| Task                 | Department  | Start    | Completion | Status                                                  |
|----------------------|-------------|----------|------------|---------------------------------------------------------|
| Application Intake   | Building    | 04/01/22 | 04/01/2022 | Approved<br><a href="#">VIEW COMMENTS →</a>             |
| Application Review   | Building    | 04/01/22 | 04/01/2022 | Resubmittal Required<br><a href="#">VIEW COMMENTS →</a> |
| Required Inspections | Building    | 04/01/22 | 04/01/2022 | Complete                                                |
| Application Review   | Engineering | 04/01/22 | 04/01/2022 | Pending                                                 |

### View Permit portal screen enables portal users to leave and retrieve messages

When a portal user sends a message from the portal, the staff member to whom the message is addressed will see an icon notification in their Citizenserve dashboard that shows the number of unread messages they have; this number will automatically increment when a message is sent and decrement when a message is read. When a County staff member sends a message, the portal user can click on a link from the portal to retrieve the message:

## MY MESSAGES

Home Services Messages



### From Morgan Katz in the Building Department

Sent to misha@citizenserve.com on 04/01/2022  
Permit #: B22-000038  
Address: 921 BAKERSFIELD ST  
Description: New SFH - Georgia Tech

Hi - can you call me asap? 555-111-2222

[REPLY →](#)

[MARK AS READ →](#)

*Example of a staff message sent to a portal user*

## **V.10 Reporting and Dashboards**

### ***Reporting Capabilities***

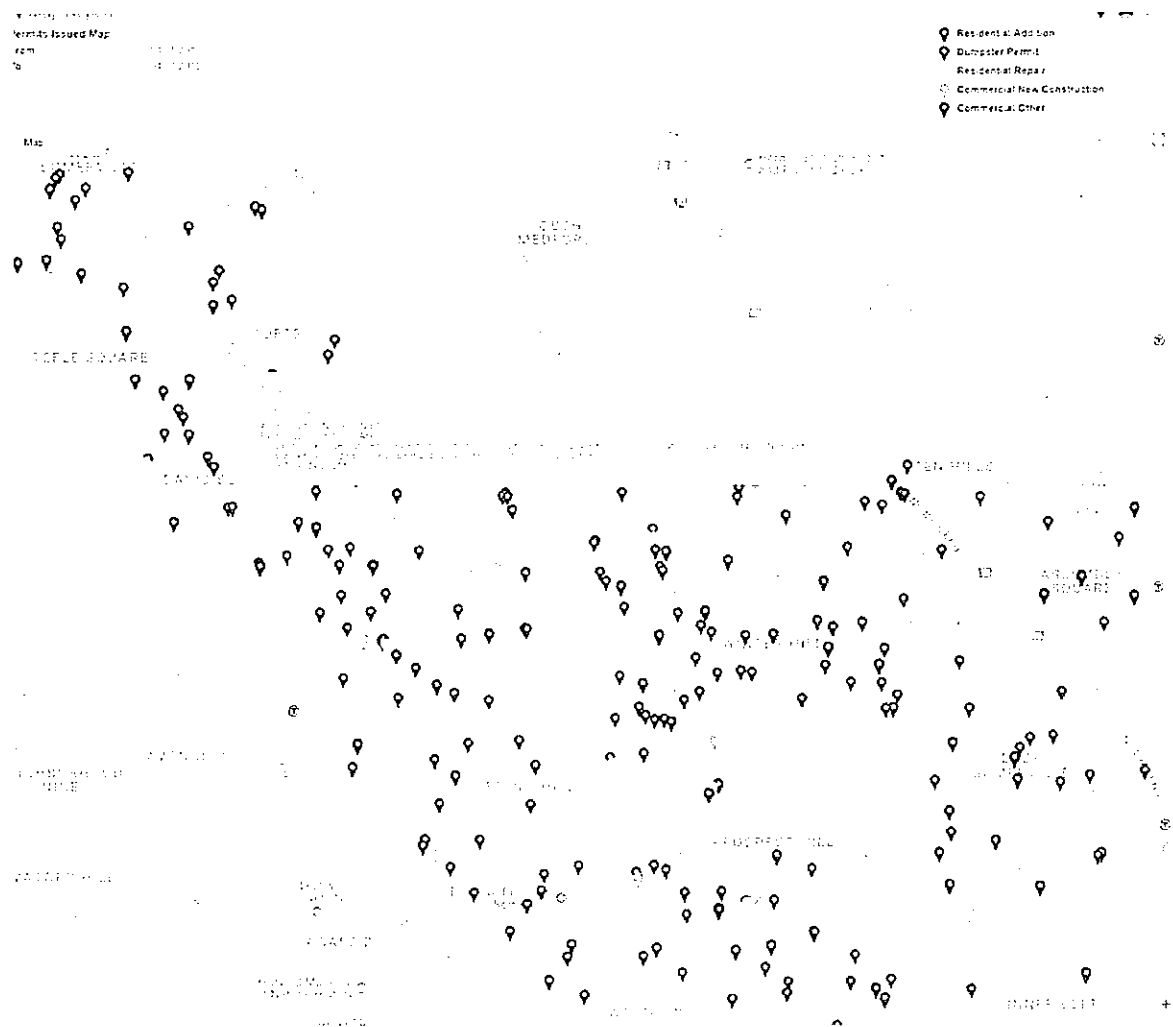
While Citizenserve has a robust list of standard reports, the majority of customers request custom reports to meet individual business decisions and processes. Each Citizenserve subscription includes the development of an unlimited number of custom reports during the implementation and after launch. We have developed many custom reports for County users since first going live.

Citizenserve reports can be tabular, maps, and charts. Citizenserve reports are rendered in HTML and the software has built-in features to interactively display data. HTML can be used within the reports; for example, a link to a GIS or a graphic displaying status can be included within a report. The reports are interactive; a click on a map report will show the underlying tabular information and provide a link to the underlying file, such as a permit. Citizenserve also supports merge reports where the information from the report is merged with a template letter or email; merge reports can save a copy of the letters generated to the respective files. Tabular reports can be exported to CSV/Excel format for input into other systems. All reports can be put on the online portal for public use, and reports can be placed anywhere on the portal pages.

Reports can also be used to create special features, such as a property zoning lookup. Reports can perform processing, such as a report that generates invoice statements, late fees, or penalties, and can be added to the file. Any report can be saved as a PDF for archiving.

There is a built-in end-user reporting wizard in Citizenserve that allows non-technical users to design their own reports and, if desired, share the reports with others. The reporting tool allows users to report on any fields in the database. End users can create their own tabular, map, chart, and merge reports and do not require knowledge of SSRS or Crystal Reports.

Below is an example Permits Issued map report from Citizenserve:




### Sample Citizenserve Map Report




Citizenserve has a robust offering of standard reports. Don't see the report you need? You can create your own report with Citizenserve's reporting wizard, or have a custom report developed for you by a Citizenserve Support team member in less than a day.

## STANDARD REPORTS



### MAP REPORT

-  Proximity Search





### ACTIVITY REPORTS

-  Completed Activities By Type and Users Report
-  Completed Activities By Users Report
-  User Activity Report






### CODE ENFORCEMENT REPORTS

-  Close Time Report
-  Initial Response Time Report









### FILE REPORTS

-  File Category Report
-  File Status Report
-  Files by Type
-  Files Opened by File Type





### LICENSE REPORTS

-  Expiring Licenses List
-  License Payments List
-  Licenses Issued List
-  Licenses Issued Report
-  Payments by License Type




## PERMIT REPORTS

-  Annual Permits Issued by Type
-  Expiring Permits List
-  Inspections completed by status
-  Payments by Permit Type
-  Permit Payments List
-  Permit Summary Report
-  Permits Issued List
-  Permits Issued Report

## PORTAL REPORTS

-  New Files: Online vs Over the Counter
-  Online Requests by File Type
-  Online Requests Received
-  Payments: Online vs Over the Counter

## VIOLATION REPORTS

-  Violation List
-  Violations by Violation Type
-  Violations Map

*Citizenserve Standard Reports (page 1)*

*Citizenserve Standard Reports (page 2)*

## **User/Role-Based Dashboards**

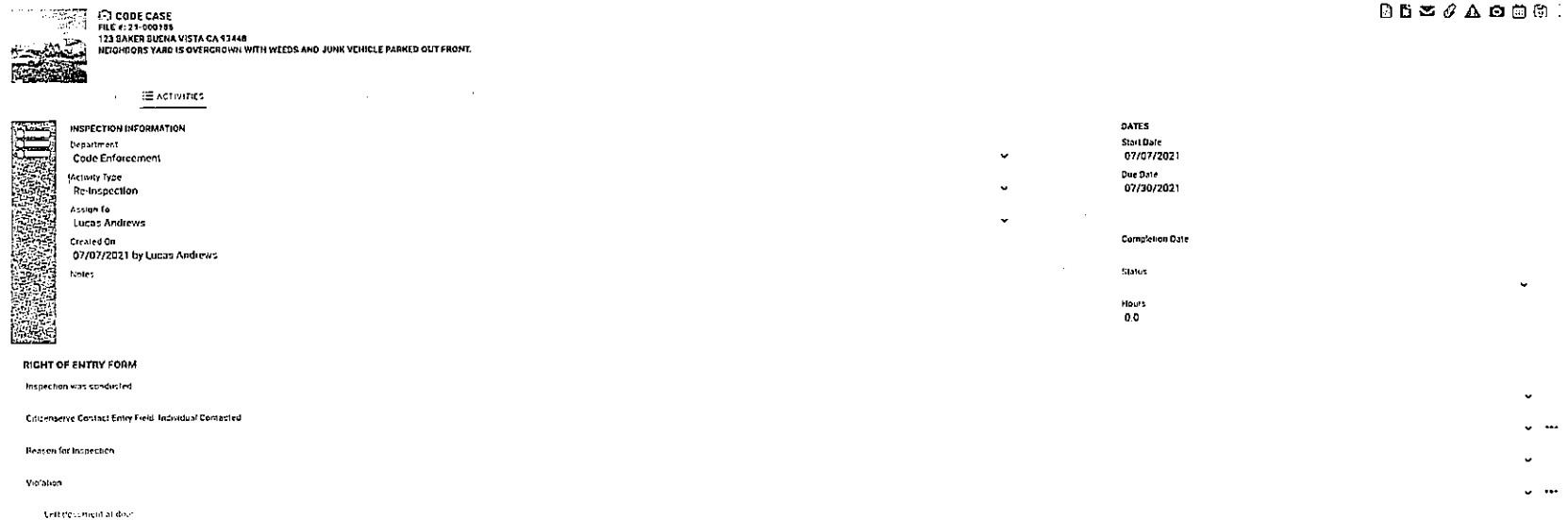
Citizenserve provides multiple dashboards to enable your users to quickly obtain the information they need. Dashboards are very easy to configure and change by simply selecting the desired metrics from a list of available metrics, or Citizenserve will create any custom metric containing the data a user requests as part of our unlimited support. Four types of metrics are available: chart, report, single, and trend metrics.

We have provided one example of a dashboard below for Lucas Andrews, a code enforcement supervisor. Lucas can filter tasks by due date or status, view and open a list of tasks assigned to him, and toggle to see metrics on completed code inspections (first figure). As a supervisor, Lucas also has access to a list of unassigned tasks, with color used to show different task statuses such as overdue (second figure). The items in blue indicate the availability of drill down information for each item.



| UNASSIGNED TASKS   |                            |             |                     |                        |                                           |                    |      |           |              |
|--------------------|----------------------------|-------------|---------------------|------------------------|-------------------------------------------|--------------------|------|-----------|--------------|
|                    | TASK                       | MANAGER     | DUE DATE            | ADDRESS                | DESCRIPTION                               | DEPARTMENT         | TYPE | ASSIGN TO | ASSIGN TO ME |
| FAIR MOUD          | Vertical Pest Inspection   | VALP 000007 | 04/27/2024 12:00 PM | 141 BAKER AV           | not provided                              | Business Licensing |      |           | ***          |
|                    | Lead Renovation Inspection | EMUP 000016 | 04/27/2024 12:00 PM | 145 BAKER AV           | water heater replacement                  | Building           |      |           | ***          |
| Horse              | Water line test inspection | EMUP 000016 | 04/27/2024 12:00 PM | 145 BAKER AV           | Water heater replacement                  | Building           |      |           | ***          |
|                    | Fencing                    | RDP 000029  | 04/27/2024 12:00 PM | 941 BAKERSFIELD STREET | 3 bedrooms / 2 bath new home construction | Building           |      |           | ***          |
| Orchard            | 22000 Inspection           | RDP 000029  | 04/27/2024 12:00 PM | 941 BAKERSFIELD STREET | 3 bedrooms / 2 bath new home construction | Building           |      |           | ***          |
| Search             | Lead Renovation Inspection | RDC 000032  | 04/27/2024 12:00 PM | 941 BAKERSFIELD STREET | new SFT - San Joaquin                     | Building           |      |           | ***          |
| Repairs            | Lead Renovation Inspection | RDP 000033  | 04/27/2024 12:00 PM | 941 BAKERSFIELD STREET | new SFT - San Joaquin                     | Building           |      |           | ***          |
| Supplies & Consum  | Inspection                 | RDP 000039  | 04/27/2024 12:00 PM | 941 BAKERSFIELD STREET | New home construction - 3bed/2bath Home   | Building           |      |           | ***          |
| Administration     | Inspection                 | 184020156   | 04/27/2024 12:00 PM | 941 BAKERSFIELD STREET | words and an abandoned vehicle            | Civil Enforcement  |      |           | ***          |
| BASIC/SAFE OPTIONS | Lead Renovation Inspection | RDP 000034  | 04/27/2024 12:00 PM | 941 BAKERSFIELD STREET | 3 bed SFT - Casaberry                     | Building           |      |           | ***          |
|                    | Lead Renovation Inspection | RDP 000034  | 04/27/2024 12:00 PM | 941 BAKERSFIELD STREET | 3bed SFT - Casaberry                      | Building           |      |           | ***          |
| Add Home           | Valued Inspection          | RDP 000034  | 04/27/2024 12:00 PM | 941 BAKERSFIELD STREET | 3 bed SFT - Casaberry                     | Building           |      |           | ***          |
|                    | Valued Inspection          | 184020156   | 04/27/2024 12:00 PM | 941 BAKERSFIELD STREET | new SFT - Norwich                         | Building           |      |           | ***          |
| Goodbye            | Foundation                 | RDP 000038  | 04/27/2024 12:00 PM | 941 BAKERSFIELD STREET | new SFT - Norwich                         | Building           |      |           | ***          |
|                    | Crack Message              | 184020156   | 04/27/2024 12:00 PM | 941 BAKERSFIELD STREET | new SFT - Temington                       | Building           |      |           | ***          |
| Add Home           | Old new Message            | RDP 000043  | 04/27/2024 12:00 PM | 941 BAKERSFIELD STREET | new SFT - Western                         | Building           |      |           | ***          |
|                    | Application Review         | 184020156   | 04/27/2024 12:00 PM | 941 BAKERSFIELD STREET | IM Test                                   | Building           |      |           | ***          |
| BASIC/SAFE OPTIONS | Valued Inspection          | 184020156   | 04/27/2024 12:00 PM | 367 BAKER              | not provided                              | Business Licensing |      |           | ***          |
|                    | Valued Inspection          | 184020156   | 04/27/2024 12:00 PM | 367 DOCKEN             | Super Dash Rental                         | Business Licensing |      |           | ***          |

Clicking on one of the tasks in his task list opens the relevant code case and activity information:



**CODE CASE**  
FILE #: 21-000185  
123 BAKER BUENA VISTA CA 93448  
NEIGHBORS YARD IS OVERGROWN WITH WEEDS AND JUNK VEHICLE PARKED OUT FRONT.

**ACTIVITIES**

**INSPECTION INFORMATION**  
Department  
Code Enforcement  
Activity Type  
Re-Inspection  
Assign to  
Lucas Andrews  
Created On  
07/07/2021 by Lucas Andrews  
Notes

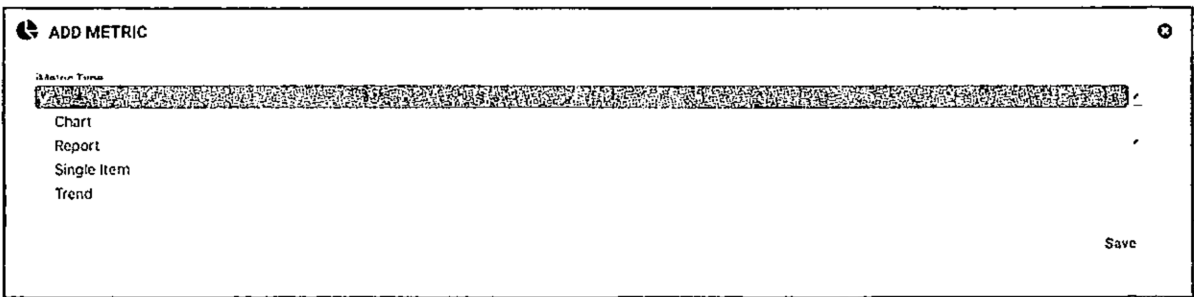
**DATES**  
Start Date  
07/07/2021  
Due Date  
07/30/2021  
Completion Date  
Status  
Hours  
0.0

**RIGHT OF ENTRY FORM**  
Inspection was conducted  
Citizen/Service Contact Entry Field: Individual Contacted  
Reason for Inspection  
Violation  
Enter comment at door

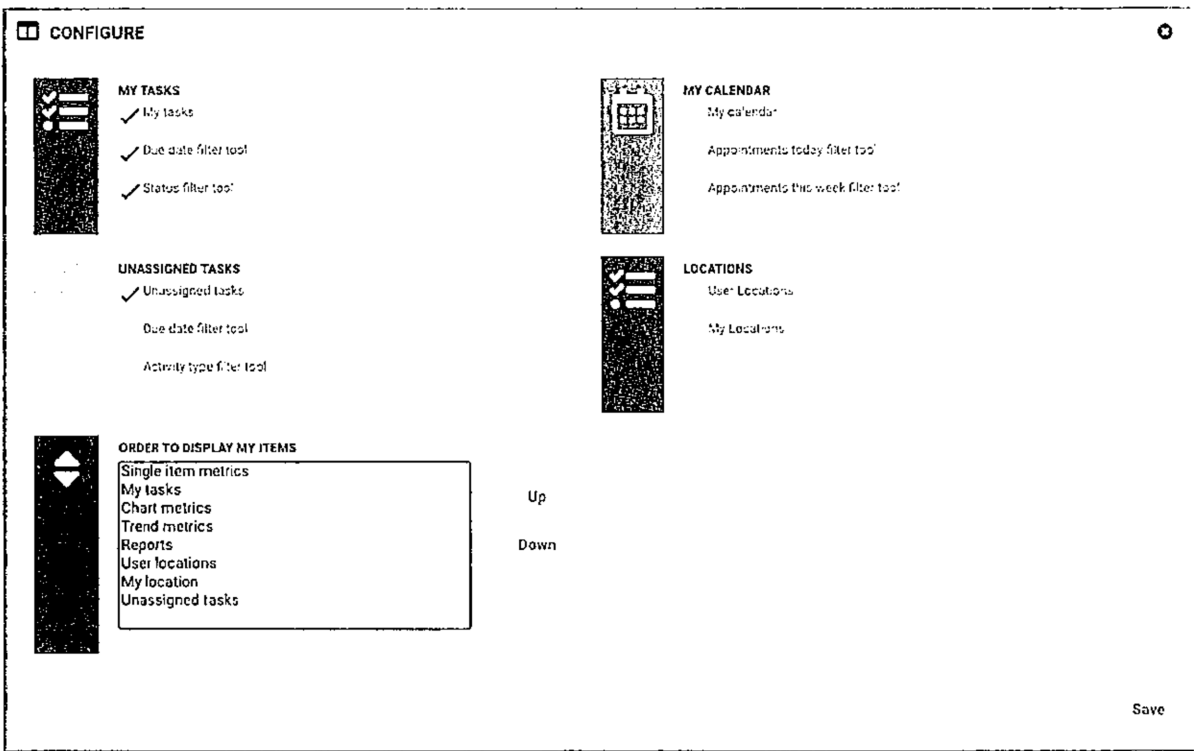
### *Code Case Re-Inspection Assigned to Lucas Andrews*

User dashboards are flexible and can be configured to meet the specific needs of individual users filling different roles; for example, a development review team member can configure their dashboard with information relevant to their role, while a code enforcement officer can configure their dashboard with entirely different information.

Each user can add metrics and configure his or her individual dashboard to display the metrics of interest, and it's easy to request custom metrics from Citizenserve's Support Center, at no additional charge.



Each User Can Add Metrics to Individual Dashboards



Each User Can Configure Individual Dashboards

## V.11 Citizenserve Unlimited Support


### Unlimited Support

We offer **unlimited** support for every Citizenserve subscription. The support extends to addressing any issues, setting up new and improving existing processes, adding new permits and licenses, setting up new workflows, changes in fee schedules, writing custom reports, user training, and configuring new features. The County's users have never been assessed an

additional charge for support and training; we will continue to provide unlimited support to the County’s users for the life of the subscription.

Citizenserve Support team members can also fulfill system administration tasks such as configuring user roles, changing workflows, adding new permits and licenses, etc. Most customers choose to use Citizenserve’s unlimited support for system administration tasks, thus saving staff time and budget.

The software has a built-in Support Center and we encourage users to use this feature to submit requests for support help and enhancements. Users can mark their request as Standard or Urgent and can select from a drop-down menu of issue types.

 SUBMIT A NEW REQUEST

What can we help you with today?

▼

Priority

Standard

▼

Your Phone

503-515-2233


Your Email

kara@citizenserve.com

Add Attachment

Save

Support Center Request Submission Form (View 1)

 SUBMIT A NEW REQUEST

What can we help you with today?

✓

A question related to a specific file

Admin options (adding inspection types, violations, review routes, etc.)

Fee structure changes (changes to how your permit or license fees are calculated)

Letter or email templates

Portal changes or questions

Reports

User account changes or additions

Training

Something else

Support Center Request Submission Form (View 2)

Once a user selects an option from the “What can we help you with today?” menu, they are presented with a field where they can type a description of the problem or request. Users can

add one or more attachments to aid in diagnosing the issue or providing detail on the enhancement request.

**SUBMIT A NEW REQUEST**

What can we help you with today?  
Reports

Would you like to make changes to an existing report or create a new report?  
Create a new report

Please describe the report you would like to create:  
I would like a new report that identifies all application review tasks older than 7 days

Priority  
Standard

Your Phone  
503-515-2233

Your Email  
kara@citizenserve.com

Add Attachment Save

### *Support Center Request Submission Form (View 3)*

As a Software-as-a-Service company, we remotely service customers who are geographically distributed. We use web conferencing, conference calls, and emails to provide support. Using web conferencing for support allows us to provide higher quality resources in a timelier fashion while providing consistency in the people with whom your staff will be working. We can also view the user's screen; the user can walk us through the issue he or she is experiencing, and this visibility supports rapid troubleshooting. Because we have been providing support to the County since 2008, our support team is very familiar with the County's setup, workflows, and data, so troubleshooting is streamlined.

### ***Hours of Support***

Support requests can be marked as standard or urgent.

- For standard requests, support staff are available from 7:00 a.m. Central time through 7:00 p.m. Central time during non-holiday business days (Monday – Friday).
- For urgent system requests, defined as the system being down/inaccessible or a security concern, Citizenserve staff are available 24/7/365.

All support staff are seasoned Citizenserve employees.

## V.12 Unlimited Data Storage

Citizenserve has a flexible document repository and includes unlimited document and data storage at no charge. Documents and images can be opened from any device, including from mobile devices in the field.

- Citizens, contractors, and businesses can submit required documentation such as site plans through the Citizenserve online portal, and the documents are automatically associated with the relevant case, project, property, contact, and/or application.
- Inspectors can attach documents from the field, including photos, notices of violation, certificates of occupancy, or other documentation generated during an inspection.
- Staff can generate letters, emails, and other documentation that are automatically associated with the case, property, and application.
- As part of the plan review process, new versions of plans that contain markups are automatically associated with the relevant case, property, and application.
- Staff can upload and attach any additional documentation related to a case, property, and/or application.
- *Citizenserve subscriptions include unlimited storage.* You will never be assessed a fee for storage or be restricted in the amount of storage used

## V.13 Citizenserve Upgrades

We release new features and any fixes twice a month; all are included in the Citizenserve subscription. Our model is not the typical “big bang” version upgrade that combines long lists of enhancement requests that have been gathered over months or years, with no improvement to the software between versions. Citizenserve is continually improving based upon customer feedback and requested enhancements.

Requests for new features and functionality (enhancements) are tracked in the Support Center that is built into Citizenserve. Users can subscribe to the updates and get a list via email of all the changes and fixes in the most recent version before it is released.

A Citizenserve subscription also includes major upgrades, which occur years rather than weeks apart. Major upgrades and the associated change management and training are offered at no additional charge. With new major features, the customers who requested these features are in the vanguard of testing the feature in the test environment and in moving to the feature or upgrade, providing us with great feedback early on so we can refine the features and fix any issues without affecting other customers, all while still on one software code base.

We have 19 years of experience managing the twice monthly software updates. We test changes in a full test environment with a full database copy. When a new version is ready, we move it to production; the process happens at night and only takes an application server

restart, which requires less than 5 minutes total. Full database backups are performed when each new version is released and the prior version of the software is always available if there is a critical issue with the new version and the decision is made to roll back.

#### **V.14   Citizenserve's Ease of Use**

Citizenserve is intuitive and easy to use by both staff and the citizens, contractors, and businesses who access the online portal. Help text can be added at the field and form level, and the portal can be configured with step-by-step instructions for each permit/project/license type, lists of required documents, etc. Unlimited user training is available anytime during the subscription.

# FINAL MANDATORY COMPLIANCE CHECKLIST

We have included the County's completed **Final Mandatory Compliance Checklist** on the following page.

**FINAL MANDATORY COMPLIANCE CHECKLIST:**

Please use the below table to ensure your bid is fully compliant before you seal it for submission. If you have any questions regarding any of these items, please call:

Kim Hopkins-Will – Purchasing Agent

(417) 582-4309

[khopkins@christiancountymo.gov](mailto:khopkins@christiancountymo.gov)

| FINAL COMPLIANCE CHECKLIST                                                                                                                                              | (✓) |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| I am submitting my bid prior to the specified deadline.                                                                                                                 | X   |
| I understand that no faxed or electronically transmitted bids will be accepted.                                                                                         | X   |
| I have filled out, signed, and dated the declaration page, and I understand that failure to do so will result in rejection of my bid.                                   | X   |
| I am including one (1) unbound original and four (4) copies of my bid for a total of five (5) documents.                                                                | X   |
| I am enclosing my bid in a sealed envelope, and I am marking the envelope “ <b>RFP #2022-25<br/>PLANNING &amp; DEVELOPMENT SOFTWARE– BID DOCUMENTS – DO NOT OPEN</b> ”. | X   |
|                                                                                                                                                                         |     |

**END OF DOCUMENT**

## RFP 2022- 25: Planning and Development Software

Price on page 15

| **** RFP SUMMARY **** | Cloud Permit        |                                  | Online Solutions<br>dba Citizen Serve |             |
|-----------------------|---------------------|----------------------------------|---------------------------------------|-------------|
| <b>PRICING</b>        |                     |                                  |                                       |             |
| Building & Permit     | \$13,000.00         |                                  | \$19,800.00                           | 11 users    |
| Planning & Zoning     | \$6,500.00          |                                  | \$0.00                                |             |
| Code Enforcement      | \$3,000.00          |                                  | \$0.00                                |             |
| Implementation        | \$3,000.00          |                                  | \$5,000.00                            |             |
| Data Migration        | \$5,000.00          |                                  | \$0.00                                |             |
| Licenses (per user)   | \$0.00              | Unlimited licenses<br>at no cost | \$1,800.00                            | per license |
| <b>Total</b>          | <b>\$30,500.00</b>  |                                  | <b>\$24,800.00</b>                    |             |
| Renewal Percentages   | \$30,500.00         |                                  | \$24,800.00                           |             |
| Year 2                | \$22,500.00         | 0%                               | \$19,800.00                           | 0%          |
| Year 3                | \$22,500.00         | 0%                               | \$20,790.00                           | 5%          |
| Year 4                | \$23,625.00         | 5%                               | \$21,829.50                           | 5%          |
| Year 5                | \$24,806.25         | 5%                               | \$22,920.98                           | 5%          |
| <b>5 year total</b>   | <b>\$123,931.25</b> |                                  | <b>\$110,140.48</b>                   |             |

DISCLAIMER: THIS BID TABULATION ONLY INDICATES THE PRICING , AS RECEIVED. ADDITIONAL EVALUATION FACTORS MAY APPLY. ALL BIDS ARE SUBJECT TO VERIFICATION FOR ACCURACY, AND FOR SPECIFICATION AND CONTRACT COMPLIANCE. NO CONCLUSIONS ABOUT CONTRACT AWARD SHOULD BE DRAWN FROM THESE TABULATIONS.



# Christian County Commission

100 W. Church Street Room 100  
Ozark, Missouri 65721  
(417)582-4300

Ralph Phillips  
Presiding Commissioner

Lynn Morris  
Eastern Commissioner

Hosea Bilyeu  
Western Commissioner

December 20, 2022

Hambey Construction, LLC  
PO Box 8954  
Springfield, MO 65801  
Attn: Jacob Irwin  
417-425-2726  
jacob@hambeyconstruction.com

Re: Award of ITB #2022-27 Annual General Carpentry Services

The Christian County Commission voted in session today to award ITB #2022-27 - Annual General Carpentry Services to Hambey Construction, LLC. The contract is for one year, beginning December 20, 2022 through December 19, 2023, with options to renew for four (4) additional one-year periods.

Your point of contact will be Maintenance Manager, Richard Teague. Mr. Teague can be reached at 417-839-3186 or [maintenance@christiancountymo.gov](mailto:maintenance@christiancountymo.gov).

We look forward to working with you.

Hosea Bilyeu  
Western Commissioner

ABSENT

Ralph Phillips  
Presiding Commissioner

Lynn Morris  
Eastern Commissioner



# Christian County Commission

100 W. Church Street Room 100  
Ozark, Missouri 65721  
(417)582-4300

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## AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of December 20, 2022 by and between the County of Christian, ("County"), and Hambey Construction, LLC ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

### PART I – FUNDAMENTAL TERMS

- A. **Location of Project:** Christian County location(s) as set forth in the Scope of Services, included herein.
- B. **Description of Services/Goods to be Provided:** Provide goods/services in accordance with Scope of Services, included herein.
- C. **Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on **December 20, 2022** ("Commencement Date") and shall continue until **December 19, 2023** the option to renew for four additional one-year periods OR through the completion of the project.
- D. **Party Representatives:**
  - D.1. The County designates the following person to act on County's behalf: Richard Teague or his designee. The Contractor designates the following person to act on Contractor's behalf: See the contact name identified and signed on page one of this document.
- E. **Notices:** Contractor shall deliver all notices and other writings required to be delivered under this Agreement to County at the address set forth in the General Provisions. The County shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.
- F. **Integration:** This Agreement represents the entire understanding of County and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

### PART II - GENERAL PROVISIONS

#### 1. SECTION ONE - SERVICES OF CONTRACTOR

- 1.1. **Scope of Services.** In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on the Scope of Services, which may be referred to herein as the "services" or the "work." As per ITB #2022-27 Annual General Carpentry Services. If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.
- 1.2. **Changes and Additions to Scope of Services.** County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by County to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the

Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

- 1.3. **Standard of Performance.** Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.
- 1.4. **Performance to Satisfaction of County.** Contractor agrees to perform all work to the satisfaction of County within the time specified. If County reasonably determines that the work is not satisfactory, County shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.
- 1.5. **Instructions from County.** In the performance of this Agreement, Contractor shall report to and receive instructions from the County's Representative designated in Paragraph D.1 of the Fundamental Terms of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the County's Representative.
- 1.6. **Familiarity with Work.** By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the County's Representative.
- 1.7. **Prohibition Against Subcontracting or Assignment.** Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of County. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. In the event of any unapproved transfer, including any bankruptcy proceeding, County may void the Agreement at County's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express consent of County.
- 1.8. **Compensation.** Contractor shall be compensated in accordance with the terms of the Budget. Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with County representatives, and incidental costs incurred in performing under this Agreement.

## **2. SECTION TWO - INSURANCE AND INDEMNIFICATION**

- 2.1. **Insurance:** Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.7 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.
- 2.2. **Contractor's Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such 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 from companies authorized to issue insurance in the State of Missouri and 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.

- 2.3. Comprehensive General Liability Insurance -The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal 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 insurance carried by Contractor shall name Christian County, Missouri, its elected officials and **employees as additional named insureds** in amounts sufficient to cover the sovereign immunity limits for Christian County and said insurance shall be not less than \$500,000.00 per person and \$3,000,000.00 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 Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.4. Workers Compensation Insurance -The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's 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 Worker's 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.
- 2.5. Commercial Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$500,000.00 per claimant and \$3,000,000.00 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; and both on and off the site of work.
- 2.6. Professional Liability - (covering errors and omissions): One Million Dollars (\$1,000,000.00) per claims made.
- 2.7. Other Insurance - Such other policies of insurance as may be required in the Special Provisions.
- 2.8. Proof of Carriage of Insurance -The Contractor shall furnish the County with Certificate(s) of Insurance which name the County, its elected officials and employees as additional insureds in an amount as required in this contract and sufficient to cover sovereign immunity limits for Missouri public entities (\$376,378.00 per claimant and \$2,509,186.00 per occurrence for 2010) as calculated by the Missouri Department of Insurance, financial institutions, professional registration, and publish annually in the Missouri Registered pursuant to Section 537.610, RSMo. Each party shall require a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.9. 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 Christian from its own negligence.

- 2.10. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the County's rights or defenses with regard to County's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

### 3. SECTION THREE - LEGAL RELATIONS AND RESPONSIBILITIES

- 3.1. **Compliance with Laws:** Contractor shall keep itself fully informed of all existing and future state and federal laws and all County statutes and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, statutes, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Missouri Department of Labor and Industrial Relations of the State of Missouri.
- 3.2. **Licenses, Permits, Fees and Assessments.** Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless County against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against County thereunder.
- 3.3. **Non-Discrimination Assurance.** With regard to work under this Agreement, the Contractor agrees as follows::
- a. **Civil Rights Statutes:** The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. § 12101, et seq.). In addition, if the Contractor is providing services or operating programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".
  - b. **Nondiscrimination:** The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.
  - c. **Solicitations for Subcontracts, Including procurements of Material and Equipment:** These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex disability or national origin, age or ancestry of any individual.
  - d. **Information and Reports:** The Contractor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.
  - e. **Sanctions for Noncompliance:** In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
    - (i) Withholding of payments under this Agreement until the Contractor complies; and/or
    - (ii) Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

- f. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraph 3.3 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, County Commission order, or instructions issued by the County. The Contractor will take such action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Contractor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County.

3.4. **Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit.** Contractor shall comply with the provisions of Sections 285.525 through 285.550, and 292.675 RSMo., from the commencement until the termination of this Agreement. For any contract over \$5,000.00 and for any public works project contract the Contractor shall provide County an acceptable notarized Affidavit stating:

- a. That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- b. That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.
- c. That Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

Copies of the required Affidavits can be found on the County's Purchasing website: <http://www.Christiancountymmo.org/purchasing/index.php>. Additionally, Contractor must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signatory page from E-verified program's memo of understanding). Refer to Attachment I, Notice and Instructions to Bidder/Vendors regarding Sections 285.525 through 285.550, RSMo., effective January 1, 2009 and Section 292.675 RSMo., effective August 28, 2009, attached hereto.

- 3.5. **Independent Contractor.** Contractor shall perform all services required herein as an independent contractor of County and shall remain at all times as to County a wholly independent contractor. County shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of County. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the County. County is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.
- 3.6. **Use of Patented Materials.** Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the County harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.
- 3.7. **Proprietary Information.** All proprietary information developed specifically for County by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of County, and are confidential and shall not be made available to any person or entity without the prior written approval of County. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to County, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by County.
- 3.8. **Retention of Funds.** Contractor hereby authorizes County to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may

be in dispute hereunder or which are necessary to compensate County for any losses, costs, liabilities, or damages suffered by County, and all amounts for which County may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. County in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of County to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay County any sums Contractor owes County.

- 3.9. **Termination By County.** County reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from County, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to receipt of County's notice of termination and for any services authorized in writing by County thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by County in retaining a replacement contractor and similar expenses, exceeds the Budget.
- 3.10. **Right to Stop Work; Termination By Contractor.** Contractor may terminate this Agreement only for cause, upon thirty (30) days' prior written notice to County. Contractor shall immediately cease all services hereunder as of the date Contractor's notice of termination is sent to County, except such services as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to the date notice of termination is sent to County and for any services authorized in writing by County thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.8 relating to County's right to take over and finish the work and Contractor's liability therefore shall apply.
- 3.11. **Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.
- 3.12. **Legal Actions.** Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in an appropriate court with jurisdiction in Christian County, and Contractor agrees to submit to the personal jurisdiction of such court.
- 3.13. **Rights and Remedies are Cumulative.** The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
- 3.14. **Attorneys' Fees.** In any action by the County against the Contractor seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, if the County is the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, the County shall be entitled to have and recover from the Contractor its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If the County is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the Contractor, then the County shall be entitled to its reasonable attorney's fees and costs from the Contractor.
- 3.15. **Force Majeure.** The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of County or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, tornadoes, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including County, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, County shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of County such delay is justified. County's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against County for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.14.

- 3.16. **Non-liability of County Employees.** No official, employee, agent, representative, or volunteer of County shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by County, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.
- 3.17. **Conflicts of Interest.** No official, employee, agent, representative or volunteer of County shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any Federal, State or County law or statute. Contractor shall not employ any such person while this Agreement is in effect.
- 3.18. Contractor represents warrants and covenants that he, she or it presently has no interest, direct or indirect that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

#### **4. SECTION FOUR - MISCELLANEOUS PROVISIONS**

- 4.1. **Records and Reports.** Upon request by County, Contractor shall prepare and submit to County any reports concerning Contractor's performance of the services rendered under this Agreement. County shall have access, upon reasonable notice, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of County and shall be delivered at no cost to County upon request of County or upon the termination of this Agreement, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of County. Contractor shall keep and maintain all records and reports related to this Agreement for a period of three (3) years following termination of this Agreement, and County shall have access to such records in the event any audit is required.
- 4.2. **Notices.** Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 4:00 p.m. on the second calendar day following dispatch. Notices to the County shall be delivered to the following address, to the attention of the County Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To County: Christian County  
Purchasing Department  
202 W. Elm Street  
Ozark, Missouri 65721

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

- 4.3. **Construction and Amendment.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.
- 4.4. **Severability.** Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.
- 4.5. **Authority.** The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of

this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

- 4.6. **Special Provisions.** Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in the Special Provisions.

**THIS AGREEMENT FOR CONTRACT SERVICES MUST BE SIGNED AND INCLUDED WITH THE BID SUBMISSION. IF AWARDED, THE CONTRACT WILL BE SIGNED AND CERTIFIED BY CHRISTIAN COUNTY AND ONE COPY OF THIS AGREEMENT WILL BE RETURNED TO YOU.**

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

**COUNTY OF CHRISTIAN**

By: ABSENT  
Ralph Phillips, Presiding Commissioner

By: Lynn Morris  
Lynn Morris, Eastern Commissioner

By: Hosea Bilyeu  
Hosea Bilyeu, Western Commissioner

**CONTRACTOR**

Company Name: Hamby Construction, LLC

By: Er Hamby

Title: Manager

By: [Signature]

Title: Operations Manager

**AUDITOR CERTIFICATION**

ATTEST BY: Kay Brown  
Christian County Clerk

I certify that the expenditure contemplated by this document is within the purpose of the document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

Approved as to form:

By: [Signature]  
Christian County Counselor

[Signature]  
Christian County Auditor

12/20/22  
Date



# Christian County Commission

100 W. Church Street Room 100  
Ozark, Missouri 65721  
(417) 582-4300

Ralph Phillips  
Presiding Commissioner

Lynn Morris  
Eastern Commissioner

Hosea Bilyeu  
Western Commissioner

## INVITATION TO BID #2022-27 ANNUAL GENERAL CARPENTRY SERVICES

**CONTACT:** Kim Hopkins-Will, CPPO, CPPB, NIGP-CPP – Purchasing Agent  
**ADDRESS:** Christian County Government  
Employee Services  
202 W. Elm Street  
Ozark, MO 65721  
**PHONE:** (417) 582-4300  
**EMAIL:** [khopkins@christiancountymo.gov](mailto:khopkins@christiancountymo.gov)

The email address listed above is for information requests only and shall not be used for submission of proposals or modifications to proposals. Such submissions will be rejected and deleted without notification to the sending party.

**RETURN BID NO LATER THAN:** 9:45 a.m. December 14, 2022 CST.  
**BID OPENING DATE AND TIME:** 10:00 a.m. December 14, 2022 CST.

**RETURN BID TO:** Christian County  
Purchasing Department  
202 W. Elm Street  
Ozark, Missouri 65721

**Please provide (3) three copies and one unbound original of your detailed bid proposal for a total of (4) four.**

The bidder hereby declares understanding, agreement, and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions for this proposal. The bidder further agrees that the language of this RFP shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when an Agreement for Contract Services is certified by the Christian County Auditor, a binding contract shall exist between the Bidder and the County of Christian, State of Missouri.

Christian County maintains a list of vendors interested in bidding on products and services for Christian County. It is the vendor's responsibility to update contact information. Vendors are removed from the list if they are invited to bid, but do not participate. The Christian County Commission office is not obligated to send invitations to vendors. Due to the volume of request and postage costs, the Commission Office does not send bids to all interested vendors. Christian County fulfills its legal requirements by posting a notice in the local paper.

### **(1) SUBMITTAL INSTRUCTIONS:**

Please print the due date on the outside of the package and return this entire document with your bid submission.

**Mark your sealed envelope:**

**ITB #2022-27 ANNUAL GENERAL CARPENTRY SERVICES-BID DOCUMENTS – DO NOT OPEN”,**

Sealed bids must be received at the purchasing agent's office by the return date and time referenced above. No bid transmitted by fax machine or email will be accepted.

All bids shall be submitted during regular business hours of the county Commission Monday through Friday from 8:30 AM to 4:30 PM, and that bids submitted during non-regular hours will not be considered as an attempted delivery.

Bids are opened in public meetings on the opening date and time specified above. Any interested persons may attend. Bids must be delivered no later than fifteen (15) minutes before bid opening time mentioned above. If the purchasing agent receives a container which is not identifiable as a bid/proposal, the container will be opened in order to determine the contents. If the contents are determined to be a bid/proposal, the container will be resealed, and the date and time received will be noted on the outside. All bids will remain sealed until they are opened and read aloud by the Purchasing Agent or her designee. Bids which are not received in the purchasing agent's office at least 15 minutes prior to bid opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be presented or opened, except as stated below. At the time fixed for opening of proposals, the content will be made public for the vendor and other interested persons. Vendors are cautioned to review their bid very carefully. Any additional information, specifications, drawings, etc, should be attached. Bids should be signed and dated. It shall be the responsibility of persons submitting bids to acquire the necessary specifications.

### **(2) LATE BIDS:**

Under extraordinary circumstances, the Commission may authorize the opening of a late bid. The County Commission is not responsible for bids sent to the wrong address, faxed, emailed, or received after the cut-off date and time. Bids will not be accepted by fax or email because we must have the original signed document. Bidders must consider the postal service or courier time schedules when sending their bids and provide ample time for delivery. The following guidelines may be utilized to determine the criteria for an extraordinary circumstance: Christian County offices were closed due to inclement weather conditions, postal or courier services were delayed due to labor strikes or unforeseen "Acts of God". In such case, the vendor must provide written proof that promised delivery time was prior to the time set for the bid opening. All such decisions are at the sole discretion of the Commission.

### **(3) Bid Withdrawal:**

After the bid opening, a vendor may be permitted to withdraw a bid prior to the award at the sole discretion of the County Commissioners if there is a verifiable error in the bid and enforcement of the bid would impose an unconscionable hardship on the vendor. The withdrawal will be considered only after receipt of a written request supporting documentation from the vendor. Withdrawal shall be the vendor's sole remedy for an error other than the obvious clerical error.

### **(4) Product Samples:**

The Commission may request samples for evaluation purposes. Any samples requested must be provided free of charge. Samples which are not destroyed by testing will be returned at the vendor's expense if return of the samples is stipulated in the vendor's bid. Samples submitted by a vendor who receives the award may be kept for the duration of the contract for comparison with shipments received.

### **(5) Itemization of Proposal:**

Vendor must clearly identify in his/her bid and on the pricing worksheet, all components. It is mandatory that vendors submit with their proposal documents, itemization of all goods and services proposed. The breakdown must be itemized by model/part number, description of goods or services, and unit cost.

### **(6) Minority Business Participation:**

Christian County encourages the participation and utilization of minority business enterprises in all projects of the county. Christian County will provide equitable and fair opportunity to minority businesses to submit bids and proposals and to receive an award. By responding to this invitation, the vendor agrees that it does not discriminate on the basis of race, religion, creed, national origin, age, sex or disability, and that it will refrain from any unlawful employment practices.

**(7) Communication with County Employees:**

Vendors shall not communicate with any county employee regarding this Invitation to bid with the exception of the county contact written on the first page. Vendors shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between vendor, the county, any employee, officer, director, or principal of vendor or the county and any other party. The county reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. The county also reserves the right to decide at its sole discretion whether disqualification of vendor and/or cancellation of award shall result. Such disqualification or cancellation shall be without fault or liability to the county.

**(8) Collusion:**

By submitting a proposal in response to this invitation to bid, vendor and each person signing on behalf of the vendor, certify under penalty of perjury, that to the best of his/her belief the prices in the proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other vendor, or any other competitor. Unless otherwise required by law, the prices in the bid have not been knowingly disclosed by vendor, and will not be knowingly disclosed by vendor, prior to opening, directly or indirectly, to any other vendor or competitor. No attempt has been made or will be made by vendor or any other person associated with this invitation to bid, partnership, corporation, or entity to submit or not to submit a proposal in response to this bid for the purpose of restricting competition.

**(9) Incurred costs:**

The county is not liable for any costs incurred by a vendor in the preparation or production of its proposal or for any work performed prior to the issuance of a valid contract under Missouri law. Such exemption from liability applies whether such costs are incurred by vendor or indirectly through vendors agent, employees, assigns or others, whether related or not to vendor.

**(10) For Construction Services:**

All on site employees of vendors and sub vendors must complete required safety training. Required safety training is OSHA 10 training. (A ten (10) hour course in construction safety and health taught by an OSHA approved instructor), or similar program at least as stringent as OSHA 10 training. For more information contact the Missouri Division of Labor Standards. Christian County requires documentation showing that the on-site employee/s have completed the required training.

**(11) Vendor's Personnel Qualifications:**

Christian County reserves the right to approve or disapprove the vendor's personnel providing services for Christian County Government. Christian County also reserves the right to request replacement of any person assigned to provide services. Unless the situation regarding the personnel requires immediate replacement, the vendor shall be allowed at least fourteen (14) days after notification to replace unsatisfactory personnel.

If requested, the vendor shall provide a list of names, social security numbers, and dates of birth for each such personnel who will be providing services at Christian County buildings. In addition, the vendor must notify Christian County of any additions or changes to the list. Christian County reserves the right to accept or reject any of the vendor's personnel assigned to the contract to provide services.

**(12) Discount applicable:**

Vendor will provide information on any quantity discounts that may apply to the equipment or services utilized in developing their pricing structure. State the length of time the discounts are available post-installation.

**(13) Insurance:**

The vendor shall understand and agree that Christian County cannot save and hold harmless and or indemnify the vendor or employees against any liability incurred or arising as a result of any activity of the vendor, or any activity of the

vendor's employees related to the vendor's performance under the contract. Therefore, the vendor must acquire and maintain adequate liability insurance in the form (s) and amount (s) sufficient to protect Christian County, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under this contract. The vendor shall take out and maintain during the life of the contract comprehensive general liability insurance which names Christian County, Missouri and its elected officials and employees as additional named insureds in an amount sufficient to cover the sovereign immunity limits for public entities as calculated by the Department of Insurance and published annually in the Missouri Register per section 537.610, RSMo. For the life of the contract, vendor shall maintain comprehensive general liability insurance coverage for all claims arising out of a single accident or occurrence of at least \$3,000,000.00 and for any one person in a single accident or occurrence of at least \$500,000.00. Vendor shall maintain during the life of the contract Workers Compensation Insurance for Vendor's employees coverage that shall meet Missouri statutory limits or \$1,000,000 for each accident, whichever is greater. General and other non-professional liability insurance shall include an endorsement that adds Christian County and their respective officials and employees as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and Christian County is protected as an additional insured.

#### **(14) Vendor Liability:**

The vendor shall be responsible for any and all personal injury (including death) or property damage as a result of the vendor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the vendor assumes the obligation to save Christian County, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The vendor also agrees to hold Christian County including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the vendor under the terms of the contract. The vendor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by Christian County, including its agencies, employees, and assignees.

#### **(15) Business Compliance:**

The vendor must be financially sound and must not be operating under the protection of the United States Bankruptcy Code. The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by Christian County. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name. (if applicable)
- Certificate of authority to transact business/certificate of good standing. (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g. Professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

**Non-Discrimination Assurance.** With regard to work under this Agreement, the Contractor agrees as follows:

- **Civil Rights Statutes:** The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. § 12101, *et seq.*). In addition, if the Contractor is providing services or operating programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".
- **Nondiscrimination:** The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of

subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.

- **Anti-discrimination Against Israel Act Requirement:** Pursuant to RSMo. §34.600, Christian County Missouri is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00); or, for companies with fewer than ten (10) employees. Completion of an affidavit form provided by Christian County which certifies that a company does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed in RSMo. §34.600, is a condition precedent required as a condition of award.
- **Solicitations for Subcontracts, including procurements of Material and Equipment:** These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.
- **Information and Reports:** The Contractor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance:** In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
  - Withholding of payments under this Agreement until the Contractor complies; and/or
  - Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

**Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit.** Contractor shall comply with the provisions of Sections 285.525 through 285.550., from the commencement until the termination of this Agreement. For any contract over \$5,000.00 and for any public works project contract the Contractor shall provide County an acceptable notarized Affidavit stating:

- That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.

Additionally, Contractor must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signatory page from E-verified program's memo of understanding). Refer to **Attachment I**, Notice and Instructions to Bidder/Vendors regarding Sections 285.525 through 285.550, RSMo., effective January 1, 2009.

#### **16) Terms and Conditions:**

The vendor is cautioned when submitting pre-printed forms containing terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of this agreement and its contractual requirements. The vendor agrees that in the event of conflict between any of the vendor's terms and conditions and those contained in this agreement, that this agreement shall govern. Taking exception to Christian County terms and conditions may render a vendor's bid non-responsive and remove it from consideration for award.

A binding contract shall consist of: (1) the RFP or invitation to bid, amendments thereto, with RFP bid invitation changes/additions, (2) the vendor's proposal and (3) the County Commission's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP or bid invitation shall be incorporated into the contract by reference.

The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

Any changes to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the vendor and the County Commission or by a modified purchase order prior to the effective date of such modification. The vendor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the County Commission, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

#### **(17) Employee Bidding/Conflict of Interest:**

Vendors who are elected or appointed officials or employees of Christian County or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of Christian County or any political subdivision thereof, please provide the following information:

- Name and title of the elected or appointed official or employee of Christian County or any Political subdivision.
- What is the percentage of ownership interest in the vendor's organization held by elected or appointed official or employee of Christian County or political subdivision thereof?

#### **(18) Independent Contractor:**

The vendor is an independent contractor and shall not represent the vendor or the vendor's employees to be employees of Christian County or an agency of Christian County. The vendor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

#### **(19) Substitutions:**

The vendor shall not substitute any item(s) without the prior written approval of the Christian County Commissioners. In the event an item becomes unavailable, the vendor shall be responsible for providing a suitable substitute item. The vendor's failure to provide an acceptable substitute may result in cancellation or termination of the contract. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The vendor shall understand that Christian County reserves the right to allow the substitution of any new or different product/system offered by the vendor. Christian County shall be the final authority as to the acceptability of any proposed substitution. Any item substitution shall require a formal contract amendment authorized by Christian County Commissioners prior to Christian County acquiring the substitute item under the contract. The vendor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the vendor.

#### **(20) Replacement of Damaged Product:**

The vendor shall be responsible for replacing any item received in damaged condition at no cost to Christian County. This includes all fuel costs for returning non-functional items to the vendor for replacement.

**(21) Prices:**

The vendor shall submit firm fixed prices on the Pricing Page. All pricing shall be considered firm for the duration of the contract period. All pricing shall be quoted with all fees included. Vendor's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

**(22) Fuel charges:**

Fuel charges shall be added into the quote for services. However, if the cost of #2 diesel as reported by the Department of Energy internet site and recorded as the "Weekly Retail On-Highway Diesel Prices" for the Midwest Region exceeds \$3.50 per gallon, the vendor will charge no more than 1 ½ % for each \$.10 increase in the recorded cost of fuel above the \$3.50 base line. It is expected, because of the timeliness of the DOE report, the cost of fuel for a prior month shall be used as the basis for a current month's fuel surcharge assessment. January's reported diesel cost shall be used to compute any surcharge for February's services, etc. Vendor agrees that any additional charges related to fuel increases must be agreed upon between vendor and Christian County before implementation by the vendor.

**(23) Description of Product:**

The vendor should present a detailed description of the product proposed on the Pricing Sheet (Exhibit 1) in response to this Invitation for Bid. It is the vendor's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the bid. At the time fixed for opening of proposals, the content will be made public for the information of the bidder and others interested.

**(24) Non-Exclusivity:**

The Contract is non-exclusive and shall not in any way preclude the County from entering into similar agreements and/or arrangements to acquire equal or like goods and/or services from other vendors. The County may make multiple awards from a single solicitation document when such awards are in the best interest of the county.

**(25) Billing and Payments:**

Invoices will be submitted to Christian County Commission, 100 W Church St, Room 100, Ozark, MO 65721. It is estimated there are 25 various offices and departments requiring separate billing (if applicable to bid products offered). Vendor shall provide the department with invoices and statements of accounts on a monthly basis noting any amounts and invoices past due. Invoices should be delivered with the materials and packing slip. Payment will be made within 30 days from receipt of an accurate invoice.

Services or goods must be received before payment can be made. The vendor shall submit all reports required herein and a copy of each invoice as supporting documentation with the monthly statement. Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Notwithstanding any other payment provision of the contract, if the vendor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, Christian County may withhold payment or reject invoices under the contract.

Final invoices are due no later than thirty (30) calendar days after the expiration of the contract. Christian County shall have no obligation to pay any invoice submitted after such date. If a request by the vendor for payment or reimbursement is denied, Christian County shall provide the vendor with written notice of the reason(s) for denial.

If the vendor is overpaid by Christian County, upon official notification by Christian County, the vendor shall provide Christian County with a check payable as instructed by Christian County in the amount of such overpayment. The vendor shall submit the overpayment to Christian County at the address specified. The vendor shall agree and understand that Christian County shall be solely responsible for payment for only those services requested by Christian County.

**(26) Return of Goods:**

Christian County may cancel any purchase at any time for a full credit.

**(27) Management of Materials:**

The vendor agrees and understands that as the needs of the county change, the county will notify the vendor of those changes. If requested by the county, the vendor shall make a corresponding adjustment to the services. The vendor will implement the requested changes upon notification.

In the event changes occur during the effective period of this contract which are beyond the control of the vendor that significantly increase or decrease the established cost, the vendor or Christian County may request a corresponding modification to the established cost.

With such request, the vendor must provide documentation of the change and must demonstrate how such change affects the cost. In addition, the vendor shall recommend an adjusted cost accompanied by the resulting calculations. However, the vendor shall agree and understand that any such request must be approved by the Christian County Commissioners.

The decision of the adjustment to the cost by Christian County shall be final and without recourse.

**(28) Schedule:**

The vendor shall ensure that services are performed in a manner so as to minimize any interference, annoyance, or disruption to the operations of Christian County.

In the event the vendor does not perform in accordance with the vendor's agreement, Christian County shall notify the vendor following determination of such. Vendor shall be responsive to the needs of Christian County at all times. The vendor shall be responsible for all permits, fees, and expenses related to the service. The vendor shall disclose to Christian County all information on sub vendor contracts/agreements, if applicable, including any rebates or incentives offered by sub vendors to the contractor.

**(29) Services:**

The vendor agrees to provide a detailed description of the services to be provided, including any additional information about the services on a separate sheet of paper if needed. The vendor will provide an itemization of the amount the vendor will charge, the unit of measure for the services, and specific increments and timeframes to submit invoices to the vendor and receive payments from the vendor.

**(30) Reporting Requirements:**

On a monthly basis, the vendor shall submit a report to Christian County for each County building site, identify the services provided and the dates of service.

The vendor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles. The vendor shall make all records, books, and other documents relevant to the contract available to Christian County and the Christian County Auditor in an acceptable format and at all reasonable times during the term of the contract, and for three (3) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the vendor shall retain such records until completion of the action and resolution of all issues which arise from it. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

The vendor shall permit the County Auditor or authorized representatives of Christian County or any other division of government to have access, for the purpose of auditing or examination, to any of the vendor's books, documents, papers, records, recording receipts and disbursements of any of the funds paid to the vendor. The vendor further agrees that any audit exception noted by governmental auditors shall not be paid by Christian County and shall be the sole responsibility of the vendor. However, the vendor shall have the right to contest any such exception by any legal procedure the vendor deems appropriate. Christian County will pay the vendor all amounts which the vendor may ultimately be held entitled to receive as a result of any such legal action.

The vendor shall agree and understand that if contract monitoring reveals that an audit is warranted, Christian County reserves the right to require the vendor to have an audit of financial records, accounting records, and related contract documentation performed by an independent Certified Public Accountant (CPA) in accordance with generally accepted auditing standards. Christian County's determination of the need for the audit shall be final and without recourse.

**(31) Liquidated Damages:**

The vendor agrees and understands that the provision of the services in accordance with the schedules and requirements stated herein and in accordance with the Christian County Commissioner's approval are considered critical to the efficient operations of Christian County. Since the amount of actual damages would be difficult to establish in the event the vendor fails to comply with the schedules and requirements, the vendor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances:

In the event the vendor fails to perform the services, the vendor shall be assessed liquidated damages in the amount of ten percent (10%) of the price for the services for each twenty-four (24) hour period thereafter in which the identified requirement is not completed. If the fault lies with Christian County, no assessment shall be made.

The vendor shall also agree and understand that such liquidated damages shall either be deducted from the vendor's invoices pursuant to the contract or paid by the vendor as a direct payment to Christian County at the sole discretion of Christian County.

The vendor shall agree and understand that all assessments of liquidated damages shall be within the discretion of Christian County and shall be in addition to, not in lieu of, the rights of Christian County to pursue other appropriate remedies.

**(32) Excused Performance:**

Any failure or delay in performance or payment due to contingencies beyond either party's reasonable control, including strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, and acts of God, shall not constitute a breach of this agreement.

**(33) Cancelling Service:**

The Christian County Commission reserves the right to discontinue service at any time by giving a 30-day notice. The vendor shall agree and understand that the vendor shall terminate the services upon written notification from Christian County. The decision by the Christian County Commissioners shall be final and without recourse.

**(34) Determination for Award:**

The award shall be made to the lowest priced and best responsive vendor. Christian County reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the vendor to meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within the past three years. As deemed in its best interests, Christian County reserves the right to clarify any and all portions of any vendor's offer.

*Agreements* signed by Christian County must be signed by at least a majority of the members of the *County Commission*. Agreements must be attested by the *County Clerk* and approved to form by the *County Counselor*. In addition, the *County Auditor* must certify that there is an unencumbered balance available to pay the contract cost.

**(35) Protesting bid award:**

A bid award protest must be submitted in writing and must be received by the county within ten (10) calendar days after the date of the award. A protest submitted after the ten (10) calendar day period shall not be considered. The written protest should include the following information: (A) Name, address, and phone number of the protester, (B) Signature of the protester or the protester's representative, (C) Solicitation product, (D) Detailed statement describing the grounds for the protest; and supporting exhibits, evidence, or documentation to substantiate the claim.

**(36) Suspension or debarment of Vendor:**

The County Commission may suspend or debar a vendor for cause. The following shall be sufficient cause for suspension or debarment. The list is not meant to be all inclusive but shall serve as a guideline for vendor discipline and business ethics:

Failure to perform in accordance with the terms, conditions, and requirements of a contract/purchase order.

Violating any federal, state, or local law, ordinance or regulation in the performance of a contract/purchase order.

Providing false or misleading information on an application, in a bid, or in correspondence to county offices.

Failure to honor a bid for the length of time specified.

Colluding with others to restrain competition. Obtaining information, by whatever means, related to a proposal submitted by a competitor in response to a request for proposal in order to obtain an unfair advantage during the negotiation process.

Contacting bid evaluators or any other person who may have influence over the award, without authorization from the County Commission, for the purpose of influencing the award of a contract; or giving gifts, meals, trips or any other thing of value or a monetary advantage for personal benefit, directly or indirectly, to an employee of the county or to any evaluator of bids/proposals.

The vendor may appeal suspension or debarment by submitting a written request to the County Commission within fifteen (15) calendar days after receipt of the formal notice. The vendor must provide specific evidence and reasons why the suspension or debarment is not necessary. On the basis of this information, the suspension may be modified, rescinded, or affirmed. The decision shall be final and mailed to all parties.

## A. QUESTIONS/REQUESTS FOR SUBMITTAL

Bidder shall include with submission of proposal sufficient and detailed responses to the following questions and/or requests for submittals. Responses should be submitted in a clear form that corresponds to the numbering format contained herein. Failure to provide this information as instructed may result in rejection of proposal:

1. Bidder to provide complete details as to how their firm is qualified to perform the work identified within this ITB. Details should include, but not necessarily be limited to

- Applicable job/contract history
- How many years have you been in business? 16 years 0 months
- Provide the project manager's name/contact information:
  - Project Manager Jacob Irvin
  - Phone: (417) 425-2726 Email: jacob@hamboryconstruction.com
- Total Number of Employees:
  - # Office Employees: 6
  - # Field Employees: 7
- Details, experience and/or resumes for employees that will work on this contract (include training programs, certifications, etc. as applicable to this RFP).
- Provide any certifications you may have for the industry standards.
- Information on applicable prior projects completed for Christian County Commission.
- Has your firm been cited for any serious OSHA violations in the past three years? Yes or No No
- Does your firm have a written safety plan? Yes or No

A. Arbitration/Litigation: List all projects undertaken in the last 3 years which have resulted in partial or final settlement of the contract arbitration or litigation. Provide for each project:

- a. Name of client and project
- b. Original contract amount.
- c. Total claims arbitrate or litigated
- d. Amount of settlement of claims.

## **SCOPE OF SERVICES**

Christian County is requesting bids from certified carpenters or building contractors to perform on-call described services for the County under an annual contract. Services required during the contract period will be requested through issuance of work orders. There is no guaranteed minimum number of services to be ordered. The County reserves the right to supply any or all materials. The County reserves the right to award more than one bidder.

**This contract is for a one-year period, and Christian County has the option of renewing the agreement for four (4) additional one-year periods.** The County may select several service providers to provide the requested services. The renewals must be approved by the County Commission each year.

### **Location:**

Proposed Service(s): County-maintained buildings with locations throughout Christian County.

General carpentry services, wood and steel stud framing, maintenance, and repair of interior and exterior wood components, replacement, and installation of drop-ceiling systems, siding, window and door installation, finish work, painting, small drywall jobs, taping, tiling repairs, door installation, non-structural demolition, limited mechanical installations, and minor electrical work. Minor electrical work may include installation or replacement of switches, sockets, lighting fittings and/or additions to an existing circuit.

### **Approximate Cost of Contract Annually:**

On-call service costs may range from \$100.00 to \$75,000.00.

### **Hours of Service:**

Service request hours to be: 7:00 a.m. - 3:00 p.m. Monday through Friday and will require a three (3) day response time to complete the request. Emergency and holiday request hours to be as needed with a four (4) hour response time to complete the work.

The Service Provider must maintain a local telephone number and must be able to be reached by telephone and email transmissions during prescribed business hours (8 hours per 24-hour working period - Monday through Friday). Service Provider will respond to all county non-emergency telephone and email transmissions in a reasonably prudent time and provide an after-hours work number to be used by the County to request emergency or urgently needed services.

## SCOPE OF WORK

### Service Provider is to:

- Provide experienced general carpentry services as set out in specific work orders.
- Carry insurance levels as indicated.
- Clean up the job site at the end of each day and at work completion
- Provide proof of personnel qualifications, to include (but not limited to): copies of licenses, school certificates, three (3) references.
- Provide evidence of having adequate and sufficient equipment to perform quality services.
- Move/ reset all furnishings i.e., desks, chairs, filing cabinets, etc. which interferes with doing the work when required.
- Provide quality service.
- To obtain permits when required by code.
- Service provider must enter the attached services agreement and provide the required insurance
- Service Provider shall be expected to sign the County's standard agreement without revision prior to commencing services.
- All work shall be done in accordance with the best trade practices.
- All safety regulations for the protection of workmen, pedestrians, and property must be followed.
- All applicable state and local laws, ordinances, and codes shall apply to this contract.

### Qualifications:

- The bidder must have five years of consistent, hands-on experience in industrial and/or commercial carpentry applications.
- The bidder must be licensed as a general contractor.
- For entry to sensitive areas, background checks may be requested and must be approved. If so, personnel will be required to give:
  - Full legal name
  - Copy of driver's license
  - Social security number

**Insurance Requirements:** see page 3 of ITB for requirements.

### Warranty:

- Workmanship and materials must be warranted for one year after acceptance of the job by the Christian County designated representative.

### Workorders:

A signed work order by the Christian County designated representative is the Service Provider's notice to proceed. Emergency work may commence at the County's direction without a signed work order.

**Subcontractors:**

If any of the work is subcontracted hereunder (with the consent of the County), then the following provisions shall apply:

- The subcontractor must be a reputable, qualified firm with an established record of successful performance in its respective trade performing identical or substantially similar work.
- The subcontractor will be required to comply with all applicable terms of this agreement.
- The subcontract will not create any contractual agreement between any such subcontractor and the County, nor will it obligate the County to pay or see to the payment of any subcontractor.
- The work of the subcontractor will be subject to inspection by the County to the same extent as the work of the Service Provider.

**Invoices:**

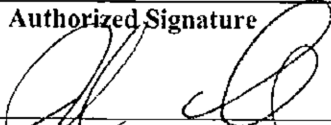
Work order number, jobsite address, and the Christian County designated representative's name must be included on billing invoices. See page 7 for additional information.

Note: If this information is not included, the invoice may be returned to the Service Provider for the addition of the appropriate information. The Service Provider may be required to submit for review a breakdown of hours worked per man/day.

**(37) Declaration:**

The vendor hereby declares understanding, agreement, and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. Signature required below confirming understanding of this statement.

|                                                                 |                                                                                                       |
|-----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| Doing Business as (DBA) Name<br><i>Hambey Construction, LLC</i> | Legal Name of Entity/Individual Filed with IRS for this Tax ID No.<br><i>Hambey Construction, LLC</i> |
| Mailing Address<br><i>PO Box 8954</i>                           | IRS Form 1099 Mailing Address<br><i>PO Box 8954</i>                                                   |
| City, State, Zip Code<br><i>Springfield, MO 65801</i>           | City, State, Zip Code<br><i>Springfield, MO 65801</i>                                                 |

|                                                                                                             |                                                       |
|-------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| Contact Person<br><i>Jacob Irvin</i>                                                                        | Email Address:<br><i>jacob@hambeyconstruction.com</i> |
| Phone Number<br><i>(417)425-2726</i>                                                                        | Fax Number:<br><i>N/A</i>                             |
| Authorized Signature<br> | Date<br><i>12/14/2022</i>                             |

List three (3) business references:

1<sup>st</sup>

Company Name: Ozarks Technical Community College Representative Name: Blayne Radford  
1001 E Chestnut Expressway Springfield MO 65802

Address City State Zip  
(417) 447-4810 N/A [REDACTED]

Business Phone Business Fax Cellular Phone

radfordb@otc.edu

email address if available

2<sup>nd</sup>

Company Name: City of Springfield Representative Name: Miles Park  
1923 N. Weller Ave. Springfield MO 65803

Address City State Zip  
(417) 804-1326 N/A

Business Phone Business Fax Cellular Phone

mpark@springfieldmo.gov

email address if available

3<sup>rd</sup>

Company Name: Springfield Remanufacturing Corp. Representative Name: Jack Praznik  
650 N. Broadview Place Springfield MO 65802

Address City State Zip  
(417) 804-0616 N/A

Business Phone Business Fax Cellular Phone

jpraznik@srcvman.com

email address if available

List three (3) major projects completed in the past 3 years; including the following information:

1<sup>st</sup>

|                                                                         |                                               |
|-------------------------------------------------------------------------|-----------------------------------------------|
| Project name: <i>First Baptist Church Ozark<br/>Interior Renovation</i> | Contract Amount:<br><i>\$900,000.00</i>       |
| City/State/Zip:<br><i>1400 W. Jackson St, Ozark, MO 65721</i>           | Start Date:<br><i>July 2021</i>               |
| Client Contact Name:<br><i>Betsy Ellett</i>                             | Completion Date:<br><i>July 2022</i>          |
| Contractor Phone:<br><i>(314) 922-7870</i>                              | Contract Email:<br><i>betsyellet@yaho.com</i> |

2<sup>nd</sup>

|                                                                          |                                                     |
|--------------------------------------------------------------------------|-----------------------------------------------------|
| Project name: <i>City of Springfield<br/>Fire Station #10 Renovation</i> | Contract Amount:<br><i>\$560,000.00</i>             |
| City/State/Zip:<br><i>2245 E. Gallaway St, Springfield, MO 65804</i>     | Start Date:<br><i>July 2021</i>                     |
| Client Contact Name:<br><i>Kim Diehls</i>                                | Completion Date:<br><i>February 2022</i>            |
| Contractor Phone:<br><i>(417) 874-2166</i>                               | Contract Email:<br><i>kdiehls@springfieldmo.gov</i> |

3<sup>rd</sup>:

|                                                                                      |                                             |
|--------------------------------------------------------------------------------------|---------------------------------------------|
| Project name: <i>Douglas County Health Department<br/>Admin. Building Renovation</i> | Contract Amount:<br><i>\$149,000.00</i>     |
| City/State/Zip:<br><i>603 NW. 12th Ave., Ava, MO 65608</i>                           | Start Date:<br><i>May 2022</i>              |
| Client Contact Name:<br><i>Valerie Reese</i>                                         | Completion Date:<br><i>August 2022</i>      |
| Contractor Phone:<br><i>(417) 683-4174</i>                                           | Contract Email:<br><i>valerier@dchd.org</i> |

**(38) Contact Information:**

Any additional information desired may be requested by mail to the address listed, or by telephone to 417-582-4300. Information requests may also be e-mailed to [countycommission@christiancountymo.gov](mailto:countycommission@christiancountymo.gov). This e-mail address is for information requests only and shall not be used for submission of proposals or modifications to proposals. Such submissions will be rejected and deleted without notification to the sending party.

Thank you for your consideration of this Invitation to Bid. We appreciate your participation in the bidding process.

**CHRISTIAN COUNTY COMMISSIONERS**

Ralph Phillips, Presiding Commissioner

Hosea Bilyeu, Western Commissioner

Lynn Morris, Eastern Commissioner

**FINAL MANDATORY COMPLIANCE CHECKLIST:**

Please use the below table to ensure your bid is fully compliant before you seal it for submission. If you have any questions regarding any of these items, please call:

Kim Hopkins-Will – Purchasing Agent

(417) 582-4309

[khopkins@christiancountymo.gov](mailto:khopkins@christiancountymo.gov)

| FINAL COMPLIANCE CHECKLIST                                                                                                                                                           | (✓) |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| I am submitting my bid prior to the specified deadline. (Page 1)                                                                                                                     | ✓   |
| I understand that no faxed or electronically transmitted bids will be accepted. (Page 2, Section 1)                                                                                  | ✓   |
| I have filled out, signed, and dated the declaration page, and I understand that failure to do so will result in rejection of my bid. (Page 16, Section 37)                          | ✓   |
| I am including one (1) unbound original and three (3) copies of my bid. I understand that I must include The Price Sheet found (page 16), and all pages thereafter.                  | ✓   |
| I am enclosing my bid in a sealed envelope, and I am marking the envelope “ <b>ITB #2022-27 ANNUAL GENERAL CARPENTRY SERVICES-BID DOCUMENTS – DO NOT OPEN</b> ” (Page 2, Section 1). | ✓   |
| I am indicating on the envelope the good/service that I am bidding on.                                                                                                               | ✓   |

|                         |                                     | Account ID    | 2021 Actual         | FY22 2022 1st<br>Amended General<br>Revenue Fund 101 | 2022 Projected      | FY2023 - FY23<br>(In Progress) |
|-------------------------|-------------------------------------|---------------|---------------------|------------------------------------------------------|---------------------|--------------------------------|
|                         |                                     |               |                     |                                                      |                     |                                |
|                         |                                     |               |                     |                                                      |                     |                                |
| <b>Collector</b>        |                                     |               |                     |                                                      |                     |                                |
|                         | Salary Elected Official - COLLECTOR | 101-070-51110 | \$65,645.06         | \$68,927.25                                          | \$68,927.30         | \$71,340.00                    |
|                         | Salary Other - COLLECTOR OTHER      | 101-070-51120 | \$103,819.51        | \$139,480.00                                         | \$120,000.00        | \$173,530.00                   |
|                         | Health Insurance                    | 101-070-51210 | \$15,513.50         | \$22,864.00                                          | \$16,218.00         | \$23,585.00                    |
|                         | FICA                                | 101-070-51220 | \$12,717.94         | \$15,947.00                                          | \$14,332.00         | \$18,735.00                    |
|                         | Lagers                              | 101-070-51230 | \$20,281.28         | \$22,011.00                                          | \$20,062.00         | \$30,850.00                    |
|                         | Unemployment Insurance              | 101-070-51250 | \$360.89            | \$600.00                                             | \$329.00            | \$560.00                       |
|                         | Workers' Compensation               | 101-070-51260 | \$270.64            | \$504.00                                             | \$417.91            | \$615.00                       |
|                         | Repairs & Maintenance Equipment     | 101-070-52430 |                     | \$0.00                                               | \$0.00              | \$0.00                         |
|                         | Phone                               | 101-070-52530 | \$848.78            | \$2,000.00                                           | \$835.00            | \$2,000.00                     |
|                         | Publication Costs                   | 101-070-52540 |                     | \$0.00                                               | \$0.00              | \$0.00                         |
|                         | Mileage                             | 101-070-52580 | \$0.00              | \$1,000.00                                           | \$0.00              | \$1,000.00                     |
|                         | Training                            | 101-070-52590 | \$0.00              | \$1,200.00                                           | \$0.00              | \$1,200.00                     |
|                         | Office Expense                      | 101-070-53600 | \$0.00              | \$3,000.00                                           | \$0.00              | \$3,000.00                     |
|                         | Postage                             | 101-070-53605 | \$6,170.89          | \$25,000.00                                          | \$13,533.02         | \$25,000.00                    |
|                         | Equipment                           | 101-070-54750 |                     | \$0.00                                               | \$0.00              | \$0.00                         |
| <b>Total Collector:</b> |                                     |               | <b>\$225,628.49</b> | <b>\$302,533.25</b>                                  | <b>\$254,654.23</b> | <b>\$351,415.00</b>            |

|                   |                                 |                     |                     |                     |                     |
|-------------------|---------------------------------|---------------------|---------------------|---------------------|---------------------|
| Beginning Balance |                                 | \$146,170.03        | \$156,247.14        | \$156,247.14        | \$128,061.64        |
| 275-44194         | Tax Maintenance Fees            | \$131,629.15        | \$130,000.00        | \$135,890.00        | \$130,000.00        |
| 275-46611         | Interest                        | \$796.64            | \$700.00            | \$2,768.00          | \$2,000.00          |
|                   |                                 | <b>\$132,425.79</b> | <b>\$130,700.00</b> | <b>\$138,658.00</b> | <b>\$132,000.00</b> |
| 275-610-52300     | Legal Fees                      | \$0.00              | \$5,000.00          | \$0.00              | \$0.00              |
| 275-610-52410     | Utilities                       | \$0.00              | \$1,500.00          | \$0.00              | \$0.00              |
| 275-610-52430     | Repairs & Maintenance Equipment | \$4,159.94          | \$9,000.00          | \$0.00              | \$0.00              |
| 275-610-52432     | Software Maintenance & Licenses | \$22,102.44         | \$35,000.00         | \$0.00              | \$0.00              |
| 275-610-52515     | Tax Maintenance Expense         |                     | \$0.00              | \$146,045.00        | \$164,500.00        |
| 275-610-52530     | Phone                           | \$1,477.82          | \$3,000.00          | \$0.00              | \$0.00              |
| 275-610-52560     | Record Storage                  | \$10,725.00         | \$6,000.00          | \$0.00              | \$0.00              |
| 275-610-52580     | Mileage                         | \$0.00              | \$1,500.00          | \$0.00              | \$0.00              |
| 275-610-52590     | Training                        | \$1,250.00          | \$3,500.00          | \$0.00              | \$0.00              |
| 275-610-53600     | Office Expense                  | \$28,460.96         | \$45,000.00         | \$0.00              | \$0.00              |
| 275-610-53605     | Postage                         | \$39,770.04         | \$40,000.00         | \$0.00              | \$0.00              |
| 275-610-53618     | Small Equipment                 | \$0.00              | \$5,000.00          | \$0.00              | \$0.00              |
| 275-610-54750     | Equipment                       | \$6,308.09          | \$5,000.00          | \$0.00              | \$0.00              |
| 275-610-57120     | Personnel Expense               | \$290.00            | \$5,000.00          | \$0.00              | \$0.00              |
| 275-610-60101     | Transfers Out - General Fund    | \$7,804.39          | \$30,000.00         | \$20,798.50         | \$30,000.00         |
| Total             |                                 | <b>\$122,348.68</b> | <b>\$194,500.00</b> | <b>\$166,843.50</b> | <b>\$194,500.00</b> |

|                |              |             |              |             |
|----------------|--------------|-------------|--------------|-------------|
| Ending Balance | \$156,247.14 | \$92,447.14 | \$128,061.64 | \$65,561.64 |
|----------------|--------------|-------------|--------------|-------------|