

*J I = # 23*

**DEBBIE MALZNER**

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**From:** DEBBIE MALZNER  
**Sent:** Tuesday, September 8, 2020 9:20 AM  
**To:** Kris Scheperle; Jeff Hoelscher; Sam Bushman  
**Subject:** FW: The response to the COVID  
**Attachments:** The response to the COVID.pdf; CC CRF Internal Application 08.26.20 fillable.pdf

-----Original Message-----

**From:** KRISTEN Berhorst <kberhorst@colecourt.org>  
**Sent:** Thursday, September 3, 2020 4:22 PM  
**To:** Sam Bushman <sbushman@colecourt.org>; Jeff Hoelscher <jhoelscher@colecourt.org>; Kris Scheperle <kscheperle@colecourt.org>; CARES Act <caresact@colecourt.org>  
**Cc:** DEBBIE MALZNER <DMALZNER@colecourt.org>  
**Subject:** FW: The response to the COVID

Below is an internal request from the Courts for the Cares Act. Judge Beetem has been added to the agenda for next Tuesday and once the Commission has given approval to move forward, it will go to BKD for review for compliance.

Kristen Berhorst  
Cole County Auditor  
311 East High Street  
Jefferson City, MO 65101  
573-634-9123

-----Original Message-----

**From:** Jon.Beetem@courts.mo.gov [mailto:Jon.Beetem@courts.mo.gov]  
**Sent:** Thursday, September 03, 2020 1:52 PM  
**To:** KRISTEN Berhorst <kberhorst@colecourt.org>  
**Subject:** Fw: The response to the COVID

Here is the completed PDF. A lot of the narrative is there, but you have to highlight the edge and use the scroll bar. I have also attached the narrative separately.

Thanks for your help.

Jon E. Beetem -Circuit Judge - Division I 19th Judicial Circuit - Cole County Cole County Courthouse  
301 East High Street - Room 301  
P.O. Box 1870  
Jefferson City, Missouri 65102-1870

Telephone:(573) 634-9192  
Facsimile: (573) 634-2584

Please send official communications to: Cole.Division1@courts.mo.gov All pleadings must be filed using the e-filing procedures unless previously

approved by the Court.

----- Forwarded by Jon Beetem/19/Courts/Judicial on 09/03/2020 01:50 PM

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From: Jon Beetem <jbeetem@beetemplaw.com>

To: jon.beetem@courts.mo.gov

Date: 09/02/2020 09:19 PM

Subject: The response to the COVID

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This email has been checked for viruses by AVG.

[https://urldefense.proofpoint.com/v2/url?u=https-](https://urldefense.proofpoint.com/v2/url?u=https-3A__www.avg.com&d=DwICaQ&c=dwFGXYXzx2v69Jz7U8ldMgGwWTs_9_PMbjZxD8uB4m0&r=KwMj_AxM4JJ-9QfAHiUqXcGmrkSOKcuRQrRzpDCXHS4&m=Lb1S7UftjMJmuuKF2COF67VKd3cxO366oT-BH_pPHQg&s=BuLdLi238jCGTCOHrtc875lj-dfhaNGaSivef466gKI&e=)

[3A\\_\\_www.avg.com&d=DwICaQ&c=dwFGXYXzx2v69Jz7U8ldMgGwWTs\\_9\\_PMbjZxD8uB4m0&r=KwMj\\_AxM4JJ-](https://urldefense.proofpoint.com/v2/url?u=https-3A__www.avg.com&d=DwICaQ&c=dwFGXYXzx2v69Jz7U8ldMgGwWTs_9_PMbjZxD8uB4m0&r=KwMj_AxM4JJ-9QfAHiUqXcGmrkSOKcuRQrRzpDCXHS4&m=Lb1S7UftjMJmuuKF2COF67VKd3cxO366oT-BH_pPHQg&s=BuLdLi238jCGTCOHrtc875lj-dfhaNGaSivef466gKI&e=)

[9QfAHiUqXcGmrkSOKcuRQrRzpDCXHS4&m=Lb1S7UftjMJmuuKF2COF67VKd3cxO366oT-](https://urldefense.proofpoint.com/v2/url?u=https-3A__www.avg.com&d=DwICaQ&c=dwFGXYXzx2v69Jz7U8ldMgGwWTs_9_PMbjZxD8uB4m0&r=KwMj_AxM4JJ-9QfAHiUqXcGmrkSOKcuRQrRzpDCXHS4&m=Lb1S7UftjMJmuuKF2COF67VKd3cxO366oT-BH_pPHQg&s=BuLdLi238jCGTCOHrtc875lj-dfhaNGaSivef466gKI&e=)

[BH\\_pPHQg&s=BuLdLi238jCGTCOHrtc875lj-dfhaNGaSivef466gKI&e=](https://urldefense.proofpoint.com/v2/url?u=https-3A__www.avg.com&d=DwICaQ&c=dwFGXYXzx2v69Jz7U8ldMgGwWTs_9_PMbjZxD8uB4m0&r=KwMj_AxM4JJ-9QfAHiUqXcGmrkSOKcuRQrRzpDCXHS4&m=Lb1S7UftjMJmuuKF2COF67VKd3cxO366oT-BH_pPHQg&s=BuLdLi238jCGTCOHrtc875lj-dfhaNGaSivef466gKI&e=)

(See attached file: The response to the COVID.pdf)(See attached file: CC CRF Internal Application 08.26.20 fillable.pdf)

# Cole County CARES Act Internal Spending Request

## Application Eligibility and Compliance :

- Costs cannot be used if already covered by other funding.
- Applicants must take reasonable measures to safeguard personally identifiable information.
- Funds cannot be used as revenue replacement for lower than expected tax collections.
- Purchases should be prudent in the interest of time where feasible.
- Please provide detailed documentation, including approved shipping documents and receipts

## Organization Information

- 1 Name of Applicant
- 2 Dept. Type
- 3 Dept. Address

Circuit Court
Judiciary
301 East High Street
Jefferson City, MO 65101

## Authorized Representative & Contact Information

- 4 Authorized Representative - First Name
- 5 Authorized Representative - Last Name
- 6 Authorized Representative - Email Address
- 7 Authorized Representative - Phone Number
- 8 Designated Point of Contact- First Name
- 9 Designated Point of Contact- Last Name
- 10 Designated Point of Contact- Email Address
- 11 Designated Point of Contact- Phone Number

Jon
Beetem
jon.beetem@courts.mo.gov
573-634-9192
Jon
Beetem
jon.beetem@courts.mo.gov
573-634-9192

## Information About Other COVID-19 Assistance Received

- 12 Have you requested or been granted other CARES/FEMA related Public Assistance?  yes
- 13 Have you received any other funding not noted above for COVID-19 impacts? This may include funds from SBA, HHS, HUD, other federal or state grants, loans, or donations.  no
- 14 If you answered yes to either of the two questions above, please describe funding amounts requested and/or received.

The Court has made requests for reimbursement of certain expenses incurred related to the COVID-19 response. It is my understanding that they are pending.

## Financial Request

- 17 Provide a detailed request description, including (a) how the grant helps during the COVID-19 emergency, (b) Why the purchase is necessary due to COVID-19 c) Where the funds will be used

The response to the COVID-19 emergency presents a number of challenges for the Court system. Our request addresses three (3) areas – worker safety, continuity of operations and additional sanitizing and cleaning of our facilities. **WORKER SAFETY** – in responding to the COVID-19 emergency, we are in the process of setting up a portion of our clerk staff to work at home who are at risk for COVID-19 infections or have children who attend public school, increasing the risk that the family will be exposed or quarantining of those who have been exposed and rotating staff. In that the court records are substantially made and held in electronic form, to work at home requires computer equipment at the home to continue work. Moving an entire desktop is impractical so our plan is to move the CPU back and forth and installing separate peripherals. At any one time, we would like to have about 40% of our clerk staff out of the building. The same



**Cole County CARES Act Request:**

The \$5,000 under occupancy/other is the money requested for venue rentals for off site jury trials.

Our response to # 17 will require using the scrolling tab.

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The pre-trial release staff is housed in the basement in a series of offices with little to no air flow. There are no windows which can be opened. We are requesting 3 small HEPA filter units estimated at \$ 750 per unit for these offices for a total of \$2,250.

Our large courtroom is the only courtroom wherein we can support a jury trial with social distancing. We are unable to open the windows during a trial because of the ambient street noise. The air conditioning units are on the periphery and provide little to no air movement. We are requesting 3 large HEPA filter units to provide air filtration and circulation to improve the air quality during trials. The cost is estimated at \$1700 per unit for a total of \$ 5,100.

We need to construct additional plexiglass screens so that attorneys may sit next to their clients during criminal trials, but have some sort of barrier between them. We estimate the cost to construct these additional units at \$ 750.00.

**CONTINUITY OF OPERATIONS** – We have moved all the civil litigation to video where possible. We have one division which lacks video equipment, so we are asking for \$ 125 to cover a desktop video unit and \$ 300 for an additional microphone as all of the parties in the courtroom are spread out and the existing microphone does not pick up the sound.

We are going to utilize off site venues in an attempt to maintain a civil jury trial docket. Social distancing limits our jury panels to 15 people at a time where we would normally summon 60 people at a time. Instead of picking a jury in half a day, we are looking at an one entire day spent just picking a jury. Using a large venue, such as an entertainment venue, would permit us to pick a jury in regular fashion and try the case while permitting social distancing for all parties. The best venue located to date will cost \$ 400 per day and we are asking for \$ 5,000 to cover these expense for 10-12 days of civil jury trials.

Criminal trials will be difficult to move off site, so we will have to pick juries in small groups. Because of social distancing, after a jury is impaneled, we lack the constitutionally required public access. We propose to use our in house video conferencing system to capture the trial and broadcast it to other courtrooms for viewing. This will require additional televisions on carts. We are requesting a video unit

estimated at \$ 5,000 for the 4<sup>th</sup> floor jury room and 2 50 inch televisions on AV carts which are estimated at \$ 750 each to be moved to empty courtrooms to permit public viewing of the trial.

To accommodate social distancing, jurors are spread about the courtroom, finding themselves some 45 feet from the witness as opposed to 23 feet in the normal setting. This prevents them from clearly viewing both the testifying witness as well as any exhibits which would be displayed at the front of the courtroom. We are requesting a video camera ( \$ 250) and 2 televisions on AV carts (\$ 1500) to be placed midway in the courtroom at 28 feet from the farthest juror to display the testifying witness and/or the video displayed exhibits and a wireless microphone system (\$750) to make sure the witnesses can be heard. We have not been successful in getting the parties to use the fixed microphone system. We have borrowed equipment and tested this theory with a positive response from our mock jurors.

While we can continue clerk operations offsite, we still have to deal with the public who need to use the courthouse. When the remaining staff is required to service the public, they are diverted from completing their assigned tasks. The same happens to the security staff when they are called up to assist with the cleaning and sanitizing or directing people around the building. We have no staff for cleaning, either a deep cleaning or the frequent sanitizing of common areas. We believe that we can accomplish these tasks with part-time employment. We are requesting \$20,000 for staffing estimated at 350 hours per month at \$ 12.50 plus employer taxes. Finally, we are requesting a deep clean of the building once a month and we are requesting \$ 20,000 (\$ 5000 per month for 4 months of services)

I-18

**Coronavirus Relief Fund Spending Request Form**

Requests must be submitted via email attachment to: CARESAct@colocoounty.org

**Requests**

Request Amount  
Request Date  
Priority  
Category  
Expense Type  
Requesting Entity/Department/Agency

8250.
8-20-2020
3 - Emergency
Labor
Non-Capital
Courts

**Contact Information for Requesting Entity**

Authorized Representative - Name  
Authorized Representative - Title  
Authorized Representative - Phone  
Authorized Representative - Email  
Contact Person (if different than above)  
Contact Title  
Contact Phone  
Contact Email  
Other Relevant Contact Information (Optional)

Donnie Schultes
Marshal
5736349063
cestes@colocoounty.org

**Eligibility for Expense**

COVID-19 Expense Eligibility Category  
Expense Amount  
Narrative description of the expense; provide as much technical information as necessary to accurately describe what is being purchased.

8250
Additional Court Security
Hours
asking for reimbursement
Agreement attached
No
No
Immediately

Describe how the expense is related to COVID19?

Are the supplies, equipment or services being procured/reimbursed based on or consistent with local, state or national health official guidance? If yes, please provide a reference or link to guidance. Attach any guidance to your request

Describe all cost comparison or cost reasonableness measures taken; Provide analysis in attachments

Part of Existing Contract?

Has your entity, department, agency worked with vendor, contractor or supplier before?

Timeline for delivery of services or supplies?

Attachments: See Instruction Sheet





**Projected Cost**  
guardsman to: donny.schulte

06/05/2020 01:10 PM

History: This message has been replied to.

Donny,

The following is the cost breakdown for the additional security officer for four hours in the afternoon.

July 88 Hours  
August 80 Hours  
September 84 Hours  
October 88 Hours  
November 72 Hours  
December 88 Hours

For a Total of 500 Hours at the rate of 16.50 per hour would be 8,250.00

Please let me know if you need anything further.

Thank you!

Floyd Hatfield  
Guardsman Security & Investigation Inc  
[guardsman@sbcglobal.net](mailto:guardsman@sbcglobal.net)  
(660)826-4538  
(660) 826-2368 fax  
<http://guardsman-security.com>

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## CONTRACT FOR UNARMED SECURITY GUARD SERVICES, COVID-19

This Contract is entered into this 16<sup>th</sup> day of June, 2020, by and between the County of Cole, hereinafter called the "County," and Guardsman Security & Investigation, Inc., hereinafter called the "Contractor."

WHEREAS, the County requires unarmed security guard services;

WHEREAS, the Contractor is in the business of providing unarmed security guard services;

WHEREAS, the County wishes to engage the Contractor to provide unarmed security guard services;

NOW THEREFORE, in consideration of the mutual promises set forth hereinafter, and for other good and valuable consideration, the receipt of which is acknowledged by each of the parties hereto, the County and Contractor hereby covenant and agree as follows:

- 1. Scope of the Work.** The Contractor shall provide all necessary labor, supervision, uniforms and equipment as necessary to comply with mutually-acceptable, written security officer orders as submitted by Contractor and in accordance with those terms and conditions set forth in the original request for bids, Bid no. 2019-31 (both of which are incorporated into this agreement by this reference).
- 2. Term.** The period of performance under this contract shall commence on July 1, 2020 and shall expire on December 31, 2020. The County reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations, is adjudged bankrupt, or is recognized under any bankruptcy law or fails to keep in force any required insurance policies or bonds. Failure of the successful contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to Cole County. Services rendered up to the point of termination will be paid by Cole County. Either party may terminate the contract at any time upon sixty (30) days written notice.
- 3. Rates for Service.** Prices for services shall not exceed \$8,250.00 for five-hundred (500) hours. Further, these prices shall apply for the duration of the contract. In the case where the price would exceed the do not exceed amount, it must be brought to the attention of the County and a new contract will need to be signed.
- 4. Default.** In case of default by the bidder or contractor, Cole County will procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
- 5. Insurance Requirements.** The Contractor shall purchase and maintain in force, with an insurance company licensed to do business in the State of Missouri, at its own expense, such insurance as will protect the Contractor from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by him/herself, his/her employees, agents, or by anyone for whose acts he/she may be liable. If any such work covered by the Contract resulting from this solicitation is to be performed on County-owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents.
- 6. Invoicing and Payment.** The Contractor will submit to the County a monthly billing statement. The County will pay the Contractor within thirty (30) days for the amount due in the billing statement.

7. **Governing Law.** This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Missouri.

8. **Assignment.** No assignment of this Agreement of the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto.

9. **Waiver of Breach.** The waiver by either party of a breach or a violation of any provision of this Agreement shall not operate as, or be construed to be a waiver of any subsequent breach of the same or other provisions hereof.

10. **Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement which shall remain in force and effect and enforceable in accordance with its terms.

11. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning of interpretation of this Agreement.

12. **Authority.** The parties executing this Agreement represent that they possess the authority to enter into this Agreement on behalf of Guardsman Security & Investigation, Inc. and Cole County respectively.

13. **Waiver.** No failure by a party to exercise any right it may have under this Agreement or under law upon another party's default, and no delay in the exercise of that right, shall prevent it from exercising the right whenever the other party continues to be in default. No such failure or delay shall operate as a waiver of any default or as a modification of the provisions of this Agreement.

14. **Successors in Interest.** This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors, and assigns.

In Witness Whereof, the parties hereto have executed this Agreement the day and year first above written.

COLE COUNTY:

Sam Bushman  
Sam Bushman, Presiding Commissioner

gcd

ATTEST:

Steve Korman  
County Clerk

(Seal)

CONTRACTOR:

Guardsmen Security & Investigation, Inc.

By: [Signature]  
Position: President

**CERTIFICATION OF AUDITOR**

I, the Auditor for Cole County, do hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which it is to be charged and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation incurred to Guardsman Security & Investigation, Inc.

[Signature]  
Cole County Auditor

6/16/2020  
Date