

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 08

In the County Commission of said county, on the

19<sup>th</sup> day of August 20 08

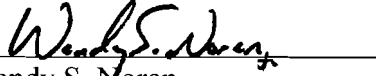
the following, among other proceedings, were had, viz:

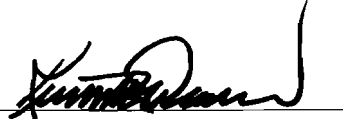
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to establish a 2008 budget for the Drug Court Reintegration Grant:

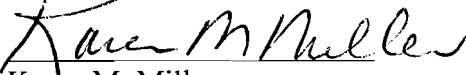
Department	Account	Department Name	Account Name	Decrease	Increase
1243	03451	Judicial Grants	State Reimbursement		\$28,281.00
1243	10100	Judicial Grants	Salary		\$22,537.00
1243	10200	Judicial Grants	FICA		\$1,724.00
1243	10300	Judicial Grants	Health Insurance		\$2,375.00
1243	10325	Judicial Grants	Disability Insurance		\$83.00
1243	10350	Judicial Grants	Life Insurance		\$27.00
1243	10375	Judicial Grants	Dental Insurance		\$178.00
1243	10400	Judicial Grants	Worker's Comp		\$1,032.00
1243	10500	Judicial Grants	401(A) Match		\$325.00

Done this 19<sup>th</sup> day of August, 2008.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Kenneth M. Pearson  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

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STATE OF MISSOURI }  
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In the County Commission of said county, on the

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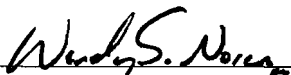
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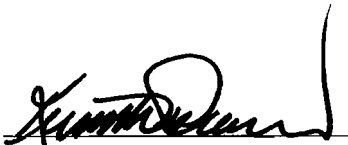
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to pay the lease at 22 N. 8<sup>th</sup> Street through December 2008:

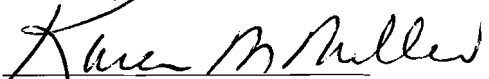
Department	Account	Department Name	Account Name	Decrease	Increase
1263	03465	Prosecutor-IVD	Revenue		\$20,700.00
1263	71500	Prosecutor-IVD	Building Use/Rent		\$20,700.00

Done this 19<sup>th</sup> day of August, 2008.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Kenneth M. Pearson  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

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STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

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In the County Commission of said county, on the

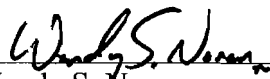
19<sup>th</sup> day of August 20 08

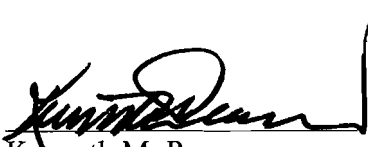
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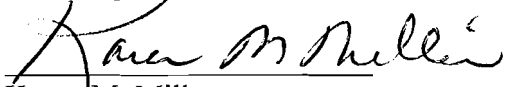
Now on this day the County Commission of the County of Boone does hereby approve the Child Support Enforcement Cooperative Agreement with the Missouri Department of Social Services Family Support Division. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 19<sup>th</sup> day of August, 2008.

ATTEST:

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

  
\_\_\_\_\_  
Kenneth M. Pearson  
Presiding Commissioner

  
\_\_\_\_\_  
Karen M. Miller  
District I Commissioner

  
\_\_\_\_\_  
Skip Elkin  
District II Commissioner

RECEIVED SEP 02 2008



MISSOURI  
DEPARTMENT OF SOCIAL SERVICES

MATT BLUNT  
GOVERNOR

FAMILY SUPPORT DIVISION  
P.O. Box 2320  
JEFFERSON CITY  
65102-2320  
TELEPHONE: 573-751-3221  
August 26, 2008

RELAY MISSOURI  
*for hearing and speech impaired*  
TEXT TELEPHONE  
1-800-735-2966  
VOICE  
1-800-735-2466

Mr. Ken Pearson  
Presiding Commissioner  
Boone County  
801 E. Walnut St.  
Columbia, MO 65201

Dear Mr. Pearson:

Enclosed is a copy of the fully executed Cooperative Agreement for child support services for the State Fiscal Year 2009. This Agreement is in effect July 1, 2008, through June 30, 2009. **This is the only copy being provided to your county; therefore, if other officials within your county require a copy, please share a copy with them.**

This Agreement enables the county to claim reimbursement for allowable child support related activities. Allowable costs incurred as of the first day of the calendar quarter in which this Agreement is in effect and subsequently hereafter are eligible for reimbursement. Please be aware of the time frames for submitting claims as set forth in 13 CSR 30-3.010 (5)(H).

Thank you for your assistance and cooperation. If you have any questions, please contact me at 816-889-5194 or Debbie Schnieders at 573-526-1424.

Sincerely,

*Diane L. Salisbury*  
Diane L. Salisbury  
Manager  
County Reimbursements

DLS/dss  
Enclosure

c: Prosecuting Attorney     ↖  
Circuit Clerk                 ↗  
File

LEVEL C

## CHILD SUPPORT ENFORCEMENT COOPERATIVE AGREEMENT

State of Missouri

Department of Social Services

Family Support Division

This **AGREEMENT** is entered into between the State of Missouri, Department of Social Services, Family Support Division, hereinafter referred to as **STATE**, and the political subdivision identified below, including the Prosecuting Attorney thereof, the Circuit Clerk thereof, and the County Commissioner thereof, hereinafter referred to as **COUNTY**.

**COUNTY: Boone**

WHEREAS, the **STATE** has been delegated the responsibility for the development and administration of a statewide program to establish and enforce child support obligations; and

WHEREAS, the **COUNTY** possesses resources useful in the establishment, enforcement, and collection of child support obligations;

NOW, in consideration of the mutual undertakings and agreements hereinafter set forth, the **STATE** and **COUNTY** agree as follows:

SPECIAL TERMS AND CONDITIONS

A. The COUNTY shall:

1. Appropriate to the Office of Prosecuting Attorney a sum of money sufficient for investigation and litigation of cases referred to that office by the **STATE**. Failure to appropriate resources sufficient to allow the Prosecuting Attorney to comply with performance standards established by 13 CSR 30-2.010 shall be deemed a breach of this **AGREEMENT** and cause for its termination.

a. For purposes of this **AGREEMENT**, **COUNTY** is designated as a Level C county. This is defined as a county in which the division has sole responsibility for the entire operation of the IV-D program in that county and the prosecuting attorney performs specific legal functions on referrals sent to him/her by the division.

2. Furnish office space and other administrative requirements mandated by Section 454.405, RSMo, provided that prior approval is obtained from the **STATE** for any office space that must be leased from the private sector. All space obtained from a private source shall be acquired in conformance with Sections 105.454, 50.660, RSMo, and 13 CSR 30-3.010 (5)(A).

3. Hire for the purpose of fulfilling the responsibilities of Section 454.405, RSMo, and this **AGREEMENT**, additional staff, such as assistant prosecuting attorneys, clerical, investigative, or administrative, after first obtaining prior written approval from the **STATE** for additional staff employed by the **COUNTY** in carrying out the responsibilities defined in this **AGREEMENT** and for which federal financial participation is available.

a. For purposes of this **AGREEMENT**, “additional staff” is defined to mean any staff hired and paid by the **COUNTY** over and above the number of staff approved and funded by the **COUNTY**’s budget on the effective date of the **AGREEMENT**.

4. Notify the **STATE** within 30 days of all new hires and terminations of staff carrying out the responsibilities defined in this **AGREEMENT** and for which federal financial participation is available.

5. In accordance with the provisions of Section 32.057 and Chapter 143, of the Revised Statutes of Missouri and Regulations promulgated by the Department of Revenue (DOR), the **COUNTY** shall agree and understand that any data being provided by the DOR is confidential. The **COUNTY** must not make such data available to any other person or company in its entirety or in part for any purpose whatsoever.

6. Provide for the **STATE'S** review and approval, ninety (90) days before any proposed implementation date, requests to establish a county-administered (Level A) IV-D investigative office. This request should include a statement of reasons for requesting the establishment of such an office, a proposed organizational statement, a proposed budget, and a comprehensive plan for assuming and processing the **COUNTY'S** IV-D caseload.

7. Maintain, as required by the **STATE**, all fiscal and other records necessary for reporting and accountability under federal regulations and action transmittals, including but not limited to 45 CFR 302.15 and OCSE-AT-77-3, all provisions of 13 CSR 30-2.020; 13 CSR 30-3.010; 13 CSR 30-3.020 and, in addition thereto, records which reflect the direct and indirect costs expended in the

performance of this **AGREEMENT**. These records will be available to the **STATE**, State Auditor, Department of Social Services' auditors, and/or federal officials for inspection and audit.

8. Submit monthly billings to the **STATE** for all actual allowable direct and indirect expenditures incurred under this **AGREEMENT** for the preceding month. Allowable expenditures are those eligible for federal financial participation under 45 CFR Part 304 and those eligible under state regulations. Claims will be documented and submitted in compliance with state regulations and shall be signed by a **COUNTY** official who is a signatory to this **AGREEMENT** or by an individual designated in writing by one of these signatories.

9. If indirect costs are to be claimed, present to the **STATE**, for its review and approval, a cost allocation plan prepared in accordance with applicable state and federal regulations and federal action transmittals pertaining thereto. The **STATE** will review the plan for compliance with federal directives and state regulations, advise the **COUNTY** regarding any area of possible non-compliance, and make reimbursement on the basis of an approved plan. Upon approval, the **STATE** will reimburse the **COUNTY** at the approved rate for the applicable period. Reimbursement in either case will be subject to adjustment upon state or federal audit.

10. Obtain written approval from the **STATE** prior to incurring out-of-state travel expenses as specified in 13 CSR 30-3.010(3)(G). Prior approval for reimbursement is not required for any in-state training provided by the **STATE**, the federal child support agency, other child support organizations or the Missouri Office of Prosecuting Services (MOPS) bi-annual training conferences provided that attendance is specific to training or discussions related to the child support program. If the subject matter is determined to be sufficiently program related, the director of the Family Support Division (or his/her designee) will approve reimbursement at the current FFP



rate. Reimbursement for any travel expense shall be subject to the limitations set by the **STATE** for its own employees.

11. Obtain written approval for participation from the **STATE** prior to purchasing, for use in carrying out this **AGREEMENT**, tangible personal property with an acquisition cost of \$500 or more per unit as specified in 13 CSR 30-3.010(5)(D).

12. Ensure that none of the amounts certified for use pursuant to this **AGREEMENT** are federal funds, with the exception of federal revenue-sharing funds, which are matchable.

13. Ensure that should any claimed expenditures for federal financial participation be subsequently disallowed by the Missouri State Auditor, by Department of Social Services' Auditors, or by the United States Department of Health and Human Services (DHHS), the **COUNTY** shall reimburse the **STATE** in the full amount of any such disallowance. The **STATE** may utilize subsequent claims for reimbursement and/or incentives under this or subsequent agreements to offset the disallowance. The repayment period shall not exceed twelve (12) months from the date of notification of the disallowance to the **COUNTY** by the **STATE** unless prior written approval to extend the repayment period is granted by the **STATE**.

14. Establish and implement procedures to ensure that every individual who, as a regular part of his or her employment, receives, disburses, handles, or has access to or control over funds collected pursuant to the **AGREEMENT** is covered by a bond in an amount sufficient to indemnify the **STATE** against loss resulting from employee dishonesty.

15. Establish and implement procedures, consistent with generally accepted accounting principles, to ensure that individuals responsible for handling cash receipts of support payments do

not participate in accounting or operating functions that would permit them to conceal in the accounting records the misuse of support payment receipts .

16. Comply with the federal Single Audit Act of 1996 (A-133) by determining, on an annual basis, whether the **COUNTY** is mandated by the Act to fund an independent audit. If it is determined that the **COUNTY** is so mandated, a copy of such audit must be submitted to the **STATE**, specifically to the County Reimbursement Unit, Family Support Division, Department of Social Services, P. O. Box 2320, Jefferson City, MO, 65102-2320, within 30 days of completion.

17. Use the MACSS in performing and maintaining automated IV-D case file and related IV-D information. The **COUNTY** understands that, prior approval notwithstanding, any costs incurred through 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 **STATE**, such equipment duplicates services provided by the MACSS.

18. **COUNTY** certifies 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. The **COUNTY** further agrees that it will 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 Department of Labor. By signing this **AGREEMENT**, **COUNTY** certifies the language in Paragraph K. of this document.

19. The **COUNTY** has ownership of all computer hardware, including, but not limited to PC's, printers, desktops, monitors, hubs, servers, uninterruptible power supplies, and tape drives. The **COUNTY** shall be responsible for providing maintenance, repair and/or replacement of the

above mentioned hardware. Any replacement equipment shall meet the minimum Department of Social Services' requirements. The **STATE** strongly recommends the **COUNTY** leases or purchases computer equipment from a vendor utilized by the Department of Social Services, so that adequate support to the **COUNTY** can be provided by the **STATE**. If the **COUNTY** chooses not to utilize said vendor, the **COUNTY** recognizes the support of this equipment may be limited. In order to be eligible for reimbursement by the **STATE**, the **COUNTY** shall request approval from the **STATE** in accordance with paragraph A.8. and A.11. of this **AGREEMENT**.

20. Safeguard and hold confidential information found in MACSS per the policies of the **STATE**. Ensure that the appropriate employees have access to MACSS, and upon termination of employment, said access is terminated. It is not permissible for circuit clerk and prosecuting attorney staff to share assigned passwords with anyone. It is not permissible for circuit clerk or prosecuting attorney staff to sign on with his or her own ID and password with the intent to allow another person access to the system. Violation of the confidentiality policy by an employee must result in appropriate disciplinary action.

21. Failure to comply with the terms of this agreement will result in the following action by the **STATE**: 1) The **STATE** will request a corrective action plan from the county within 30 days of notice by the **STATE**, which shall include the reasons for the deficiency and the plans for achieving compliance, 2) If the **COUNTY** fails to satisfactorily meet the corrective action plan and remains out of compliance with the terms of this agreement after two years of corrective action, continued non-compliance may result in the termination of the cooperative agreement.

B. The COUNTY, through the OFFICE OF THE PROSECUTING ATTORNEY shall:

1. Establish, modify and enforce obligations, including medical support obligations, and establish paternity on all cases referred to the COUNTY by the STATE, using civil or criminal proceedings as deemed necessary by the Prosecuting Attorney. The office of the Prosecuting Attorney shall have authority to forgive or reduce Unreimbursed Assistance paid by the STATE prior to the entry of an order for child support to the same extent as STATE personnel. The office of the Prosecuting Attorney shall not have the authority to forgive or reduce any arrearages, which have been assigned to the STATE.

2. Take all appropriate action pursuant to Chapters 210, 452 and 454 RSMo, on each case referred by the STATE, within the times specified in 13 CSR 30-2.010. In the event that federal law or regulations require the STATE to meet stricter time requirements than those specified in 13 CSR 30-2.010 for any case action or outcome, this AGREEMENT shall require the Prosecuting Attorney to also meet the stricter federal requirements for the same case action or outcome upon notification of the change(s) in federal requirements by the STATE

3. Such appropriate action shall include but not be limited to: filing co-respondent petitions when the custodial parent fails to cooperate in paternity actions where appropriate; pursue arrears due the state in all cases, with or without the custodial parent's cooperation; and pursue all enforcement referrals either criminally or civilly, whichever is appropriate.

4. If a referral is active, the Prosecuting Attorney will be responsible for all direct communication with the custodial parent, the non-custodial parent or his/her attorney, if ethically

appropriate, and for providing any and all information requested by the **STATE** to respond to inquiries by other parties. At the request of the **STATE**, the Prosecuting Attorney shall provide all necessary information to the **STATE** in order to respond to case inquiries within five days of request. At the request of the **STATE**, the Prosecuting Attorney shall provide written response to constituent, legislative or other inquires, and provide a copy to the **STATE** within five days of request. For clarification purposes, the five (5) days of request timeframe is intended to address only situations where the FSD has received an inquiry from a legislator, the department or other external entities where the FSD is required to provide a formal response. The FSD will advise when requesting the information that it is in relation to such a request.

5. Use MACSS equipment to accept referrals from the **STATE**, record all child support activities deemed necessary by the **STATE**, and use said equipment to the extent necessary for the **STATE** to be able to determine whether or not the Prosecuting Attorney has complied with requirements of 13 CSR 30-2.010 solely by auditing MACSS case records. Only return referrals to the **STATE** to the office which currently has the case per the MACSS. Referrals will be returned to the **STATE** due to a lack of jurisdiction, a conflict of interest, through mutual agreement with the **STATE** or if no reasonable legal remedy is presently available. In addition, the **COUNTY** may reject a referral if the referral packet is incomplete and the **STATE** fails to provide the necessary information requested by the **COUNTY** within fourteen (14) days. If the **COUNTY** returns or rejects a referral for any reason, that reason must be clearly documented in the MACSS diary. Referrals must be returned if requested by the **STATE**.

6. The Prosecuting Attorney agrees that (s)he will not represent any interested party other than the Family Support Division in any matter referred to the Prosecuting Attorney's office.

7. Referrals made by the **STATE** and accepted by the **COUNTY** for enforcement of existing orders must be retained and monitored by the Prosecuting Attorney for a period of not less than 6 months after initial judicial action is completed to ensure compliance with the court's order or any agreement entered into between the Prosecuting Attorney and obligor. In the event that the obligor has complied with the court's order for a period of 3 consecutive months, within the 6 month period, the **COUNTY** can, at the prosecuting attorney's discretion, end and return the referral. In the event that the obligor is not complying with the court's order it is the prosecutor's obligation to take subsequent action to enforce the order within the 6 month period. In situations where it is known that the obligor cannot make payments as ordered, due to circumstances beyond the obligor's control such as incarceration, disability, or the case is dismissed by the court, the **COUNTY** may end and return the referral. In other extenuating circumstances, the **COUNTY** in mutual agreement with the **STATE**, may end and return the referral. In all situations, where the **COUNTY** ends and returns the referral, the prosecutor must document the reason and appropriate information on the Case Diary in MACSS prior to closing and returning the referral.

8. Maintain individual (hard copy and electronic) case records adequate to permit evaluation of the progress of each case. Such records shall be maintained in strict compliance with 45 CFR 302.15 and 303.2 and shall include, at a minimum, the following:

- a. original referral documents;
- b. record of all contacts with parties to the action; and
- c. record of all legal actions.

Such records will be made available to federal or state personnel for the purpose of conducting audits and reviews. At the discretion of the **STATE**, provide whatever documentation and/or information as is necessary to monitor performance.

9. Attend necessary and required training when the **COUNTY** is found to be out of compliance with program performance standards, and when, in the sole opinion of the **STATE**, such training should be a component of the **COUNTY's** corrective action plan.

10. Report to the **STATE** on a quarterly basis the number of felony charges filed and the number of misdemeanor charges filed under Section 568.040, RSMo, as well as the number of felony and misdemeanor convictions obtained. The **COUNTY** will submit the report in a format and manner specified by the **STATE**.

11. Have access to all necessary information, which the **STATE** can provide. This information shall be subject to all relevant federal and state laws and regulations providing for safeguarding of information. The information received in the execution of the child support enforcement program shall be used only for the purposes enumerated in Section 454.440.9 RSMo.

12. Request the court, in appropriate cases, to require a non-custodial parent to attend and complete the Parents Fair Share program provided by the **STATE**.

13. **COUNTY** understands and agrees that because their Prosecuting Attorney employees are not employees of the **STATE**, they are not covered under the State Legal Expense Fund, Section 105.711. RSMo (Supp. 2003). **COUNTY** further understands and agrees that the **STATE** cannot save and hold harmless or indemnify any Prosecuting Attorney employees against any liability arising under this **AGREEMENT**. Any liability insurance that the **COUNTY** deems

necessary must be procured at their own expense as part of the cost of providing services under this **AGREEMENT**.

C. The COUNTY, through The OFFICE OF THE CIRCUIT COURT CLERK/ ADMINISTRATOR shall:

1. To the extent required by Chapters 452 and 454, use MACSS on all child support and/or spousal support cases. The Circuit Clerk/Administrator shall enter such information as is required for the state case registry.

2. Provide the Bureau of Vital Records of the Missouri Department of Health with certified copies of all orders establishing paternity with accompanying instructions to enter the name of the father in the birth records pursuant to Section 454.485 RSMo.

3. Comply with 45 CFR Section 304.50 in such a manner that the **STATE** meets its state plan requirements.

4. Respond to requests from FSD for copies, certified copies, and authenticated copies of orders within fourteen (14) days of receipt.



D. The STATE shall:

1. Refer appropriate IV-D cases to the Prosecuting Attorney for establishment, enforcement or modification.

2. Respond to appropriate information inquiries from the Prosecuting Attorney within fourteen (14) days of receipt thereof.

3. Provide federal and state parent locator services to the **COUNTY**, pursuant to Section 454.440, RSMo.

4. Reimburse the **COUNTY** pursuant to federal and state law and regulations, specifically 45 CFR 304.21, and 13 CSR 30-3.010, from funds received from the federal government and appropriated by the General Assembly at the current applicable rate for the actual allowable direct and indirect expenditures incurred in providing the services specified in this **AGREEMENT** and submitted to the **STATE** in compliance with instructions issued by the **STATE**. Such reimbursement to the **COUNTY** for IV-D personnel costs including fringe benefits shall not exceed the hourly rate (or computed equivalent) paid by the **COUNTY** for non-IV-D public work (legal, clerical, administrative, or investigative) of equal responsibility. These reimbursements will in all cases be subject to adjustment at audit.

5. Distribute incentive payments to the **COUNTY** pursuant to federal and state law and regulations, specifically Sections 454.405, RSMo; 45 CFR 303.52; 45CFR 304.12 and 13 CSR 30-9.010. The **COUNTY** may terminate this **AGREEMENT** upon sixty days written notice.

6. Pay the costs incurred by the sheriff for serving Notice and Findings of Financial Responsibility required in administrative process actions under Chapter 454 RSMo. Service of process costs will be reimbursed in accordance with 45 CFR Section 304.21.

7. Upon filing with the Secretary of State any proposed rule or regulation, notify each county signatory to this **AGREEMENT**, pursuant to Section 454.400, RSMo.

8. Make accessible to the Prosecuting Attorney all necessary information that the agency can provide. This information shall be subject to all relevant federal and state law and regulations providing for safeguarding of information. The information received in the execution of the Child Support Enforcement Program shall be used only for the purposes enumerated in subsection 454.440.9, RSMo.

9. Provide MACSS and program training for county Prosecuting Attorney child support staff.

10. The **STATE** through the DSS Information Systems and Technology Division (ISTD) shall provide services the **COUNTY** as follows: installation and problem resolution assistance for Personal Communications software; problem resolution assistance for MACSS related printing problems; problem resolution assistance for Outlook e-mail as it relates to communication with the **STATE** on child support activities; and Microsoft Office Application assistance related to child support business.

11. The **STATE** through the DSS information Systems and Technology Division (ISTD) shall provide USER IDs and passwords to prosecuting attorney staff needing access to State applications within 5 working days of receipt of the request for such access submitted via the *On-Line Security Access Request (DDP-137)*.

12. The **STATE** will provide the Prosecuting Attorney or their designee the following information, in the same fashion and at the same time, as it is prepared and distributed to FSD personnel: FSD key personnel changes, statewide statistical data, annual federal audit compliance

reports, MACSS changes, policy issued, all program related information distributed to the staff supervisors or managers of FSD.

13. The **STATE** will measure performance of the **COUNTY** based on pre-determined performance indicators. These indicators will be measured separately from the audit criteria.

#### GENERAL TERMS AND CONDITIONS

E. Nondiscrimination in Employment and Services:

The **COUNTY** agrees to comply with the 1964 Civil Rights Act, as amended; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Omnibus Reconciliation Act of 1981 and the Americans with Disabilities Act of 1990 and all other applicable federal and state laws that prohibit discrimination in the delivery of services on the basis of race, color, national origin, age, sex, handicap, disability or religious beliefs. The **COUNTY** likewise agrees to comply with Title VII of the Civil Rights Act of 1964 which prohibits discrimination in employment on the basis of race, color, national origin, age, sex, handicap, disability and religious beliefs. The **COUNTY** further agrees to comply with Public Law 100-690, the Omnibus Drug Initiative Act of 1988.

F. Duration and Modification of AGREEMENT:

1. This **AGREEMENT** shall be in effect from **July 1, 2008 through June 30, 2009**.

2. References to federal and state statutes and regulations incorporate such statutes and regulations herein, subject to amendment after the effective date of this **AGREEMENT**. This **AGREEMENT** may be modified at any time in writing by the mutual consent of the parties. The **STATE** may terminate this **AGREEMENT** at any time in accordance with the provisions of Section 454.405, RSMo.

3. The parties to this **AGREEMENT** understand and agree that the Federal and State laws and regulations cited in this **AGREEMENT** are subject to change as a result of the enactment of Public Law 104-193. Further, the parties agree that any changes in Missouri law required by P.L. 104-193 will be binding on the parties.

G. Funding Limitation:

The funds available for use in this program are limited to monies received from the United States Department of Health and Human Services (DHHS) for operation of the Missouri State Plan for Child Support Enforcement under Title IV-D of the Social Security Act and are further limited by appropriation of the Missouri General Assembly. It is clearly understood by the parties to this **AGREEMENT**, therefore, that this **AGREEMENT** shall automatically terminate without penalty if funds for the Child Support Enforcement Program are not appropriated by the Missouri General Assembly or if the program is not funded by DHHS.

H. Prosecutorial Discretion:

No provision of this **AGREEMENT** 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 his/her discretion in determining the course of action to be taken in a case.

I. Treatment of Assets:

Title to any equipment furnished by the **STATE** pursuant to this **AGREEMENT** shall remain in the **STATE**. Title to any equipment purchased by the **COUNTY** pursuant to this **AGREEMENT** shall vest in the **COUNTY**, subject to applicable federal regulations pertaining to usage and disposition.

J. Budget Estimates:

Total **COUNTY** expenditures during the period covered by this **AGREEMENT** are estimated at: \$541,000.<sup>00</sup>. This estimate is made to comply with 45 CFR 303.107 (d). The parties understand that this estimate shall neither authorize nor limit any particular expenditure nor level of expenditures. The **COUNTY** shall also comply with 13 CSR 30-9.010(4), which require counties to submit an annual budget before the 1<sup>st</sup> day of July for the upcoming calendar year.

K. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion From Lower Tier Covered Transactions:

1. **COUNTY** understands this certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' Responsibilities.

2. **COUNTY** certifies, by signing and submitting this **AGREEMENT**, 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.

3. Where **COUNTY** is unable to certify to any of the statements listed in K.2. above, it shall attach an explanation to this **AGREEMENT**.

IN WITNESS WHEREOF, THE COUNTY AND THE STATE EXECUTE

THIS AGREEMENT:

For the County of Boone :

For the Family Support Division:

[Signature]  
Presiding Commissioner

[Signature]  
Director

8/19/08  
Date

8-26-08  
Date

[Signature]  
Prosecuting Attorney

8-9-08  
Date

[Signature]  
Clerk of the Circuit Court

8/8/08  
Date

APPROVED AS TO  
LEGAL FORM  
[Signature]  
DATE: 7/31/2008

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

No Encumbrances Incurred 8/13/08  
Auditor [Signature] Date

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 08

In the County Commission of said county, on the

19<sup>th</sup> day of August

20 08


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


Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to establish the Hinkson budget:

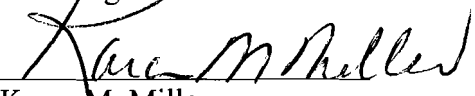
Department	Account	Department Name	Account Name	Decrease	Increase
1751	22000	Hinkson Creek	Postage		\$250.00
1751	23000	Hinkson Creek	Office Supplies		\$600.00
1751	23050	Hinkson Creek	Other Supplies		\$2,400.00
1751	37200	Hinkson Creek	Seminars/Conf./Mtgs.		\$1,000.00
1751	37220	Hinkson Creek	Travel		\$100.00
1751	48000	Hinkson Creek	Phone		\$100.00
1751	71100	Hinkson Creek	Outside Services		\$15,750.00
1751	91301	Hinkson Creek	Computer Hardware		\$5,300.00
1751	91302	Hinkson Creek	Computer Software		\$2,000.00
1751	10100	Hinkson Creek	Wages & Salaries		\$18,270.00
1751	10110	Hinkson Creek	Overtime		\$950.00
1751	10200	Hinkson Creek	FICA		\$1,470.00
1751	10300	Hinkson Creek	Health Insurance		\$1,980.00
1751	10325	Hinkson Creek	Disability Insurance		\$75.00
1751	10350	Hinkson Creek	Life Insurance		\$25.00
1751	10375	Hinkson Creek	Dental Insurance		\$150.00
1751	10400	Hinkson Creek	Worker's Comp		\$155.00
1751	10500	Hinkson Creek	401(a) Match		\$275.00
1751	03411	Hinkson Creek	Fed. Grant Reimb		\$50,850.00

Done this 19<sup>th</sup> day of August, 2008.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Kenneth M. Pearson  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 08

In the County Commission of said county, on the

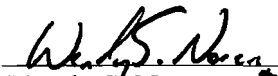
19<sup>th</sup> day of August 20 08


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

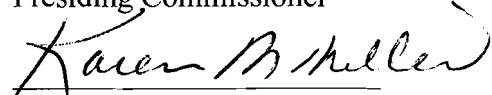
Now on this day the County Commission of the County of Boone does hereby appoint Kay Evans to the Judicial & Law Enforcement Task Force for an interim term beginning August 19, 2008, and ending April 10, 2010.

Done this 19<sup>th</sup> day of August, 2008.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

700-1008  
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Ken Pearson, Presiding Commissioner  
Karen, M. Miller, District I Commissioner  
Skip Elkin, District II Commissioner



Boone County Government Center  
801 E. Walnut, Room 245  
Columbia, MO 65201  
573-886-4305 • FAX 573-886-4311  
E-mail: commission@boonecountymo.org

fee... 8/19/08  
interim term expires 4/10/2010

# Boone County Commission

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Judicial & Law Enforcement Task Force Term: 7/7/2008

Current Township: Columbia Today's Date: 7/7/2008

Name: Kay Evans

Home Address: 8400 S. Warren School Road Zip Code: 65203

Business Address: 401 Locust Sutie 401 Zip Code: 65201

Home Phone: 573-446-6778 Work Phone: 573-442-1660  
Fax: 573-874-8961 E-mail: kevans@hewnlaw.com

Qualifications: Resident of Boone County since 1985, criminal defense lawyer, raised 2  
children here, involved with law enforcement daily, use courthouse daily.

Past Community Service: \_\_\_\_\_

References: Milt Harper 442-1660, Greg McNeil 808-0452, Andy  
Anderson (BCSD) 875-111

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

\_\_\_\_\_  
Applicant Signature

Return Application To: Boone County Commission Office  
Boone County Government Center  
801 East Walnut, Room 245  
Columbia, MO 65201  
Fax: 573-886-4311

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 08

In the County Commission of said county, on the

19<sup>th</sup> day of August


20 08

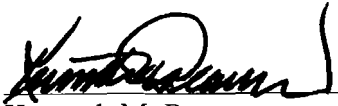
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby appoint James Pounds to the Building Code Commission for a term beginning August 19, 2008, and ending August 31, 2010.

Done this 19<sup>th</sup> day of August, 2008.

ATTEST:

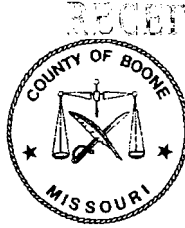
  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

Ken Pearson, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Skip Elkin District II Commissioner



Boone County Government Center  
801 E. Walnut, Room 245  
Columbia, MO 65201  
573-886-4305 • FAX 573-886-4311  
E-mail: commission@boonecountymo.org

effective 8/19/08  
xp ; 8/31/2010

# Boone County Commission

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Boone County Building Code Commission Term: 2 yrs.

Current Township: Columbia Today's Date: \_\_\_\_\_

Name: James Pounds

Home Address: 5449 S. Ben Williams Town Columbia Zip Code: 65202

Business Address: \_\_\_\_\_ Town \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
Fax: (573) 875-7059 E-mail: jpounds@socket.net

Qualifications: 12 yrs. self employed business owner,  
in building & associated field of construction

Past Community Service: Nov 1987 - Nov. 1995 United States  
NAVY

References: Rick Ravenhill 874-8559 Mike Teel  
474-9531 Row Shy 875-3887

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

James Pounds  
Applicant  
Signature

Return Application Boone County Commission Office  
To: Boone County Government Center  
801 East Walnut, Room 245  
Columbia, MO 65201  
Fax: 573-886-4311

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

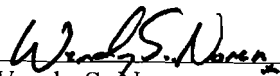
Term. 20 08

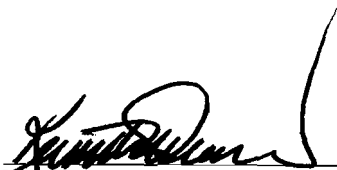
In the County Commission of said county, on the 19<sup>th</sup> day of August 20 08  
the following, among other proceedings, were had, viz:

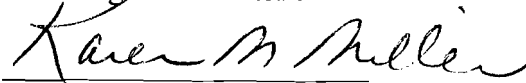
Now on this day the County Commission of the County of Boone does hereby appoint Dillon Wyatt to the Energy & Environment Commission for a term beginning August 19, 2008, and ending May 31, 2011.

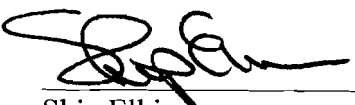
Done this 19<sup>th</sup> day of August, 2008.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

Ken Pearson, Presiding Commissioner  
Karen, M. Miller, District I Commissioner  
Skip Elkin, District II Commissioner



Boone County Government Center  
801 E. Walnut, Room 245  
Columbia, MO 65201  
573-886-4305 • FAX 573-886-4311  
E-mail: commission@boonecountymo.org

filed 8/19/08  
expires 5/31/2011

# Boone County Commission

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Energy & Environment Commission Term: 7/18/2008

Current Township: Columbia Today's Date: 7/18/2008

Name: Dillon Wyatt

Home Address: 1433N Abilene Acres Dr Zip Code: 65202

Business Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: 573-239-8262 Work Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_ E-mail: Dostaglou@gmail.com

Qualifications: Concerned Citizen

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Past Community Service: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

References: John Schultz

\_\_\_\_\_  
\_\_\_\_\_

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

\_\_\_\_\_  
Applicant Signature

Return Application To: Boone County Commission Office  
Boone County Government Center  
801 East Walnut, Room 245  
Columbia, MO 65201  
Fax: 573-886-4311

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 08

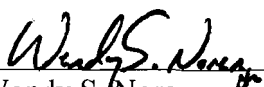
In the County Commission of said county, on the 19<sup>th</sup> day of August 20 08


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

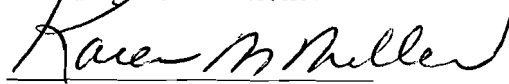
Now on this day the County Commission of the County of Boone does hereby approve the use of the Commission Chambers on September 20, 2008, from 5:30 p.m. through 9:00 p.m. by the Columbia Area National Organization for Women.

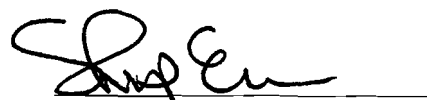
Done this 19<sup>th</sup> day of August, 2008.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

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Ken Pearson, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Skip Elkin, District II Commissioner



Roger B. Wilson  
Boone County Government Center  
801 East Walnut Room 245  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Roger B Wilson Government Center or Centralia Satellite Office as follows:

Description of Use: Public educational forum/discussion

Date(s) of Use: Sat. Sept. 20

Time of Use: From: 5:30 a.m./(p.m.) thru 9:00 a.m./(p.m.)

Facility requested: Courthouse Grounds  - Courtyard Square  - Chambers  - Rm220  - Rm208  - Rm139   
Centralia Office

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

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.
6. Organizations and user groups must provide any and all equipment needed for their event or presentation (i.e.; TV, projector, microphones, etc.)

Name of Organization/Person: Columbia Area National Organization for Women

Organization Representative/Title: Mary Mosley, President

Address/Phone Number: 2401 W. Broadway Apt. 1120 Columbia MO 65203 573-445-7144

Date of Application: 08/13/08

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

ATTEST:

BOONE COUNTY, MISSOURI

Wendy S. [Signature]  
County Clerk

[Signature]  
County Commissioner

DATE: 8/19/08



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 08

In the County Commission of said county, on the

19<sup>th</sup>

day of August


20 08

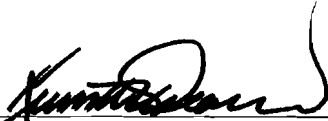
the following, among other proceedings, were had, viz:

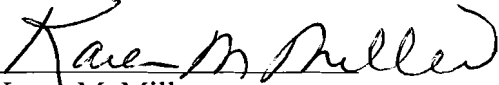
Now on this day the County Commission of the County of Boone does hereby approve the use of the Commission Chambers on August 30, 2008, and September 27, 2008, from 5:30 p.m. through 9:00 p.m. by USS Phoenix.

Done this 19<sup>th</sup> day of August, 2008.

ATTEST:

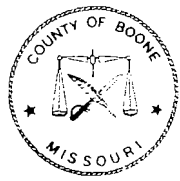
  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Kenneth M. Pearson  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

Ken Pearson, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Skip Elkin, District II Commissioner



Roger B. Wilson  
Boone County Government Center  
801 East Walnut Room 245  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Roger B Wilson Government Center or Centralia Satellite Office as follows:

Description of Use: Film and discussion  
Date(s) of Use: Sat. Aug. 30, Sat. Sept. 27  
Time of Use: From: 5:30 a.m./p.m. thru 9:00 a.m./p.m.

Facility requested: Courthouse Grounds  - Courtyard Square  - Chambers  - Rm220  - Rm208  - Rm139   
Centralia Office

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

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.
6. Organizations and user groups must provide any and all equipment needed for their event or presentation (i.e.; TV, projector, microphones, etc.)

Name of Organization/Person: USS Phoenix (local science fiction club)  
Organization Representative/Title: Paul Herring, President  
Address/Phone Number: 301 Tiger Lane Apt. 407 573-234-1111  
Date of Application: 08/13/08

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

ATTEST:

BOONE COUNTY, MISSOURI

Wendy S. ...  
County Clerk

[Signature]  
County Commissioner

DATE: 8/19/08