

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 15th day of July 20 14
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Memorandum of Understanding between the Boone County Commission and the Boone County Children's Services Board. It is further ordered the Presiding Commissioner is hereby authorized to sign said Memorandum of Understanding.

Done this 15th day of July, 2014.

ATTEST:

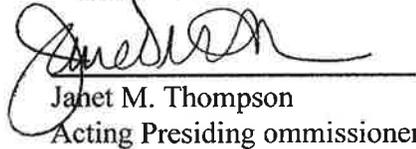
Wendy S. Noren
Wendy S. Noren *mg*
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner


Janet M. Thompson
Acting Presiding Commissioner

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE BOONE COUNTY COMMISSION AND
THE BOONE COUNTY CHILDREN'S SERVICES BOARD**

This Memorandum of Understanding (MOU), dated this 15th day of July, 2014, is made and entered into by and between Boone County Commission, ("County Commission" or "Commission,") and the Boone County Children's Services Board, ("Board" or "BCCSB").

WHEREAS, the BCCSB administers the Boone County Children's Services Fund (the "Children's Services Fund" or "CSF"), which was created as a result of the successful ballot issue presented to voters on November 6, 2012; and

WHEREAS, the BCCSB, in partnership with the County Commission, is charged with making Boone County a better and healthier community through the provision of services to protect the well-being and safety of children from birth through age nineteen (19) and their families as authorized by state statute; and

WHEREAS, the BCCSB operates as a part of a Boone County Community Services Department as set out in Article I of the BCCSB's bylaws adopted on August 5, 2013; and

WHEREAS, the parties desire to facilitate the hiring of staff as County employees to work at the County's facilities; and

WHEREAS, the parties desire that this MOU form the basis of the budgetary planning for the operations of the CSF as part of the Boone County Community Services Department; and

WHEREAS, the parties intend to memorialize their mutual understandings in this Memorandum of Understanding ("MOU"); and

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this MOU is to memorialize the understandings of the parties as to how the partnership between the BCCSB and the County Commission will be implemented to serve the citizens of Boone County.
2. **STATUS AS DEPARTMENT.** The BCCSB functions as part of the Boone County Community Services Department and, as such, is a part of Boone County government.

3. BUDGET PLANNING.

- a. The Board will be treated as part of a County Department for purposes of the County Budget Law (RSMo §§50.525-50.745 as amended).
- b. Consistent with the County Budget Law and in order to ensure a transparent and participatory budget process, the parties agree as follows:
 - i. The Board shall ensure that its budgetary planning processes and deliverables allow for the Community Services Department Director to collaborate with the County Commission on the Department's total, proposed budgetary presentation, with an understanding that the estimate of revenues and expenditures shall be provided no later than August 15th to the Budget Officer (County Auditor in Boone County per RSMo §50.530.2) in order to meet a September 1 statutory deadline as set out in RSMo §50.540.
 - ii. As part of the budget development process, where appropriate, the Board agrees to identify as part of its spending plans the intended beneficiaries of planned spending, the outcomes the Board is trying to achieve, and measures to evaluate the effectiveness of the funded activities to meet the desired outcomes.
 - iii. The costs of administration of the BCCSB's programs as part of the Community Services Department will be determined in coordination with the County Auditor and shall be paid for by the CSF.
 - iv. Expenditure estimates are to be classified and specific, with the Budget Officer having the authority to require further classification and specificity.
 - v. If the deadline for submission of budget estimates is not met, the Budget Officer will prepare the estimates as provided for in RSMo §50.540.
 - vi. Estimates of revenues that will *actually be used in the Budget* shall be prepared by the Accounting Officer (County Auditor in Boone County per RSMo §50.530.1) per RSMo §50.540 and RSMo §55.161(2).
- c. The BCCSB will fund certain positions or portions of positions within the Community Services Department from the CSF and will express its intentions on position funding as part of its budget development process.

4. PERSONNEL.

- a. The Boone County Personnel Policies will apply to all employees of the Community Services Department.
- b. The Community Services Department Director will serve as the administrative authority for all Department employees and the County Commission will serve as the administrative authority for the Director.
- c. The County's Human Resources & Risk Management Department will be used to post and coordinate the hiring of all staff.
- d. The salary scale of all personnel will be set through the County's normal Job Classification Committee procedures, and authorized designees of the BCCSB may participate in that process as appropriate.
- e. The BCCSB's authorized designee may participate in the County's Personnel Advisory Committee meetings as appropriate to facilitate the updating or revision of the County's personnel policies.
- f. The BCCSB's authorized designee(s) will collaborate with the Commission on the responsibilities, goals, and projects assigned to the Community Services Department Director.

5. USE OF FUNDS.

- a. All funds from the CSF will be used to administer the program(s) of the BCCSB.
- b. The services procured for clients of the CSF shall be consistent with Missouri law. RSMo §210.861.4 currently provides that revenue may be used to purchase the following services for clients of the Fund:
 - i. Up to thirty days of temporary shelter for abused, neglected, runaway, homeless or emotionally disturbed youth; respite care services; and services to unwed mothers;
 - ii. Outpatient chemical dependency and psychiatric treatment programs; counseling and related services as a part of transitional living programs; home-based and community-based family intervention programs;
 - iii. unmarried parent services; crisis intervention services, inclusive of telephone hotlines; and prevention programs which promote healthy lifestyles among children and youth and strengthen families;

- iv. Individual, group, or family professional counseling and therapy services; psychological evaluations; and mental health screenings.
- c. RSMo §210.861.5 currently provides that the funds may *NOT be used for inpatient medical, psychiatric, and chemical dependency services, or for transportation services.*

6. PROCUREMENT.

- a. All county employees paid for in whole or in part by the BCCSB will adhere to all County Purchasing rules and procedures.
- b. All purchasing shall be coordinated with the County's Purchasing Department, consistent with all applicable laws and regulations.
- c. Processes for the procurement of professional services will be a collaborative effort between the Community Services Department and Purchasing.

7. ETHICS AND CONFLICTS OF INTEREST.

- a. The Board understands that its members and any employees of the Department are subject to all applicable statutes, rules, regulations, or policies relating to ethics and conflict of interest.

8. MISCELLANEOUS.

- a. In all areas not specifically addressed by this MOU, the BCCSB will be treated as a part of a Department within Boone County government. The BCCSB and the Boone County Commission agree to confer in good faith regarding the development and operation of the Children's Services Fund as part of the Community Services Department.

- 9. TERM, AMENDMENT, AND TERMINATION.** The parties may amend or terminate this MOU by mutual agreement at any time, or either party may terminate this MOU upon no less than 180 days notice. To facilitate appropriate budget planning, such notice must be given prior to August 1st, with termination effective January 1st of the year following the timely notice of termination.

- 10. FURTHER ACTIONS.** The Commission and the BCCSB will cooperate with each other in good faith to take such further actions as are appropriate to facilitate the intentions of this MOU.

11. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this MOU to any other person or entity without the prior, written consent of the other party.
12. **SOLE BENEFIT OF PARTIES.** This MOU is for the sole benefit of the Commission and the BCCSB. Nothing in this MOU is intended to confer any rights or remedies on any third party.
13. **NONAPPROPRIATION.** All financial obligations contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The obligations hereunder shall in no way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County. Nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds, or moneys of the County beyond that which is specifically required by state law.
14. **GOVERNING LAW AND VENUE.** This MOU shall be governed by the laws of the State of Missouri, and any legal action relating to it shall be brought in the Circuit Court of Boone County, Missouri.
15. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties and their respective successors and approved assigns.
16. **COUNTERPARTS.** This MOU may be executed by the parties in several parts, each of which shall be deemed an original instrument.
17. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this MOU on behalf of either party represent that he/she has been duly authorized and empowered, by board action, order, ordinance, or otherwise, to execute this MOU and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF the parties have caused this MOU to be executed by their duly-authorized officers on day and year indicated by their signature below.

BOONE COUNTY COMMISSION

By:



Dan Atwill, Presiding Commissioner

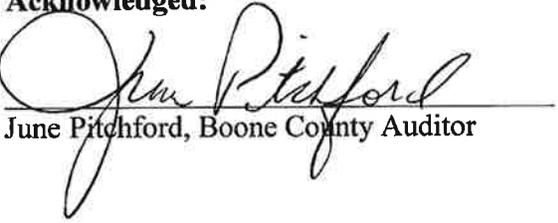
Date: 7-15-14

ATTEST:



Wendy Noren, Boone County Clerk *may*

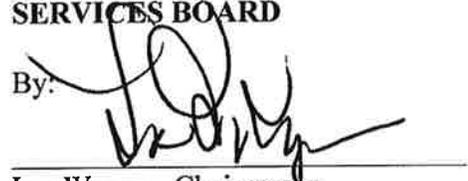
Acknowledged:



June Pitchford, Boone County Auditor

BOONE COUNTY CHILDREN'S SERVICES BOARD

By:



Les Wagner, Chairperson

Date: 7/10/14