314 -2004

CERTIFIED COPY OF ORDER

STATE OF MISSOURI } **ea.**
County of Boone

July Session of the July Adjourned **Term. 20** 04

In the County Commission of said county, on the 29th **day of** July **20** 04

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

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

Done this 29th day of July, 2004.

Keith Schnarre
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

absent
Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

LEVEL B 314-2004

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 Presiding Commissioner thereof, hereinafter referred to as **COUNTY**.

COUNTY OF BOONE

WHEREAS, the **STATE**, through the Family Support Division of the Department of Social Services, 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 the 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 B county. This is defined as a county in which the prosecuting attorney has sole responsibility for a specific portion of the IV-D program in that county and also 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**, through the state IV-D agency, for additions of positions employed by the **COUNTY** and, notify the **STATE** of all

changes of staff 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 to be 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 this **AGREEMENT** as stated in paragraph (J)(1) of this **AGREEMENT**.

4. Inform the **STATE**, in writing, 90 days prior to terminating a county-administered support enforcement program.

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 whatsoever.

6. Maintain, as required by the **STATE**, all fiscal and other records necessary for reporting and accountability under the 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.

7. Submit monthly billings to the **STATE** for all actual allowable direct and indirect expenditures incurred under this **AGREEMENT**. 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.

8. 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.

9. Obtain written approval from the **STATE** prior to incurring out-of-state travel expenses per 13 CSR 30-3.010 (3) (G). Prior approval for reimbursement is also required for any in-state training not provided by the state, the federal child support agency or other child support organizations. If the subject matter is determined to be sufficiently program related, the director of FSD may 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.

10. 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(50(D).

11. 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.

12. 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**.

13. 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.

14. 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.

15. 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.

16. Use the MACSS exclusively 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.

17. **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.

18. 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 paragraphs A.7 and A.10 of this **AGREEMENT.**

19. 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, that access must be 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

20. 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:

As a Level B County, the Prosecuting Attorney accepts referrals/transfers from all FSD offices. The cases where the custodial parent resides in Boone County and judicial action is needed are then transferred to the Boone County Prosecuting Attorney. These cases are then considered assigned to the Boone County Prosecuting Attorney. The cases received where the custodial parent resides outside the county remain as referrals, without being assigned to Boone County.

On those cases assigned to the Boone County Prosecuting Attorney, the **COUNTY** shall:

1. Enforce all county judicial and administrative support orders owed to the state under an assignment of support rights or owed to a custodial parent who has requested services.

2. Establish support orders administratively if possible; and if not possible, obtain a court order for support using appropriate civil proceeding. This shall include the establishment of paternity pursuant to Sections 454.485, RSMo. Support amounts shall be established in conformance with 13 CSR 30-5.010. The office of the prosecuting attorney shall have authority to forgive or reduce the state debt to the same extent as **STATE** personnel.

3. Take all appropriate action pursuant to Chapters 210, 452 and 454 RSMo, 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**.

4. Using procedures established by the **STATE**, secure medical support information, report same to the Division of Medical Services, and enforce medical support obligations in accordance with Section 454.600 et. seq., RSMo, 45 CFR 302.80 and 45 CFR 306.10(a) through (e), (g), and (h), and fully comply with federal audit requirements. Using procedures established by the **STATE**, identify and refer in a format and in timeframes specified by the **STATE**, cases meeting the specified criteria for referral to a private contractor for assistance with establishment and enforcement of child support cases.

5. Recover child support payments wrongfully retained by TANF benefit recipients, as required by 45 CFR 303.80, and fully comply with federal audit criteria.

6. Conduct location activities and refer appropriate cases to the Missouri State Parent Locator Service in full compliance with federal audit requirements.

On those cases referred to the Boone County Prosecuting Attorney, the **COUNTY** shall:

1. Cooperate in establishing and enforcing support obligations at the request of the IV-D agency of any other state as follows:

a. Upon receipt of a referral from the Interstate Collections Unit, litigate or prosecute any action necessary to secure support for an out-of-state IV-D agency or non-TANF applicant, including, but not limited to, civil contempt proceedings, actions to establish paternity, and actions to establish Circuit Clerk trusteeships.

2. Upon receipt of referrals to the Prosecutor's office, assume responsibility to establish orders and to enforce existing administrative or judicial orders.

3. Establish and enforce medical support obligations as required by Section 454.600 et. seq., RSMo.

4. 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**

5. 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 all

arrears due the state in all cases, with or without the custodial parent's cooperation; and pursue all enforcement of referrals either criminally or civilly, whichever is appropriate.

6. Use MACSS equipment to accept referrals from 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 or unless mutual agreement has been reached with the **STATE**. If the **COUNTY** returns a referral for any other reason, that reason must be clearly documented in the case record. Referrals must be returned if requested by the **STATE**.

7. Notify the **STATE**, or the referring jurisdiction of action taken on a case in conformance with 13 CSR 30-2.010(2)(C).

8. Referrals made by the **STATE** which seek enforcement of existing orders would only be closed by the Prosecuting Attorney when all judicial actions have been taken and the obligor had paid in accordance with the court order for a period of not less than 6 months, or it has been determined that the obligor is current in his/her child support payments. If the referral cannot be appropriately closed as provided for by this section, it is the prosecutor's obligation to take subsequent action to enforce the order.

<u>On all cases, both assigned and referred to the **COUNTY**:</u>

1. 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 45 CFR 303.21 and Section 454.440.9 RSMo.

2. Maintain individual case records pursuant to federal regulations and federal action transmittals pertaining thereto. The regulations in this regard include 45 CFR Section 303.2. Such records shall be available to state or federal personnel for the purpose of conducting audits and reviews.

3. 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.

4. 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**.

5. Refer non-custodial parents, who are unable to meet their support obligations due to unemployment or underemployment, to the Parents Fair Share program operated by the **STATE**.

6. 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**.

7. If a referral is active from the **STATE** or the case is administered by the **COUNTY**, the Prosecuting Attorney will be solely responsible for all direct communication with the custodial

parent, and for providing any and all information requested by the **STATE** to respond. 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 (5) 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 (5) five days of request.

8. 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.

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, or state of birth, 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.

D. The **STATE** shall:

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

2. Provide state and federal parent locator services to the **COUNTY**, pursuant to Section 454.440, RSMo. The **STATE** Parent Locator Service shall accept location requests directly from the County Prosecuting Attorney's office, and provide location information to the County on a timely basis.

3. Provide all necessary and requested information, which the **STATE** can legally provide.

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 the **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. Reimburse the **COUNTY** for indirect costs based upon its cost allocation plan, as established under this **AGREEMENT**. A plan may be used on a provisional basis for a succeeding year. The **STATE** shall reimburse the **COUNTY** based upon the provision plan. A plan used provisionally shall be reconciled to actual cost no later than six (6) months from the close of the county fiscal year. These reimbursements will, in all cases, be subject to adjustment at audit.

6. 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.

7. Authorize a representative in the prosecuting attorney's office to execute administrative process documents on behalf of the Director of the Family Support Division.

8. Maintain support payment records and through the Family Support Payment Center provide disbursement of support payments received from the **COUNTY** pursuant to state and federal law and regulation, specifically 45 CFR 302.15 and 45 CFR 302.51.

9. 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.

10. Provide MACSS and program training for county prosecuting attorney child support staff.

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

GENERAL TERMS AND CONDITIONS

E. Nondiscrimination in Employment and Services:

The **COUNTY** agrees to comply with the 1964 Civil Rights Act, as amended; the Omnibus Reconciliation Act of 1981; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination

Act of 1975; and the Americans with Disabilities Act of 1990 and all other applicable federal and state laws which prohibit discrimination in the delivery of services on the basis of race, color, national origin, age, sex, handicap or disability or religious beliefs. The **COUNTY** also 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, 2004, through June 30, 2005.** 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.

2. 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:

1. Total **COUNTY** expenditures during the period covered by this **AGREEMENT** are estimated at $ 425,000 . This estimate is made to comply with 45 CFR 303.107 (d). It is understood by the parties that this estimate shall neither authorize nor limit any particular expenditure or level of expenditures. The **COUNTY** shall also comply with 13 CSR 30-9.010(4) which requires counties to submit an annual budget before the 1st 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, and acknowledges receipt of the Instructions for Certification sent with this document and understands said instructions are to be read before certifying the statements in K.2. and 3. below.

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

Presiding Commissioner

7-29-04

Date

Prosecuting Attorney

7-23-04

Date

Cheryl Whitmarsh

Clerk of the Circuit Court

7-23-04

Date

APPROVED AS TO LEGAL FORM

DATE 7/23/04

For the Family Support Division:

Director

Date

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.

Auditor Date 7/23/04

Dept 1260B - all accts
Dept 1221 - selected accts.

315 -2004

CERTIFIED COPY OF ORDER

STATE OF MISSOURI } **ea.**
County of Boone

July Session of the July Adjourned **Term. 20** 04

In the County Commission of said county, on the 29th **day of** July **20** 04

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

Now on this day the County Commission of the County of Boone does hereby receive and accept Walnut Brook Plat 4. It is further ordered that the Presiding Commissioner be hereby authorized to sign said plat and authorizes the County treasurer to accept the bond. The Commission acknowledges Commissioner Elkin has signed the Guaranty and Collateral Pledge for bonding of sewer improvements ($31,230).

Done this 29th day of July, 2004.

Keith Schnarre
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

absent
Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

UNIFORM SUBDIVISION IMPROVEMENT PERFORMANCE BOND
BOONE COUNTY, MISSOURI

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned Principal and Surety are held and firmly bound unto the County of Boone, State of Missouri (herein "County") in the sum of

Thirty one thousand two hundred and thirty Dollars (**$ 31,230**),

for payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the undersigned Principal has sought approval of a certain subdivision plat from the County through the Boone County Commission more particularly described as follows:

Walnut Brook Plat 4,

Located in the NE ¼ of Section 2, Township 47 N, Range 13W,

in Boone County Missouri

all as shown in the final plat thereof approved by the Boone County Planning and Zoning Commission and on file with the Boone County Department of Planning and Building Inspection, which is hereby incorporated by reference, and

WHEREAS, the Principal desires to defer immediate completion or installation of the following described improvements that are required under the subdivision regulations of Boone County, Missouri, until after approval and recording of said plat, namely:

Sewer improvements as shown on plans prepared by Allstate Consultants

Dated June 15th, 2004

and

WHEREAS, the County is empowered to accept a performance bond to secure the Principal's final and actual completion and installation of said improvements within said subdivision as platted and as required by the Subdivision Regulations of Boone County, Missouri, as on this date in effect and incorporated herein by reference, in lieu of immediate completion or performance prior to approval and recording of the above described plat all in accordance with section 64.825 RSMo. and Section 1.7.5 of said regulations.

NOW THEREFORE, if said plat is approved by the County Commission of Boone County, Missouri, and recorded in the office of the Recorder of Deeds for Boone County, Missouri, and the Principal shall actually complete and install all said improvements in full and complete compliance with the said subdivision regulations, by no later than the **7th** day of **October**, 20**04**, then this obligation shall be void and of no effect. However, it is expressly understood, agreed and provided under this bond that if the Principal should make default by failing to complete or install said improvements by the aforesaid date in full, strict and complete compliance with said regulations, then this obligation shall be valid and binding upon each of the parties hereto and this bond shall remain in full force and effect; and in the event the Principal or Surety shall fail to immediately pay the full amount hereof, or as much as is necessary to immediately and finally complete or install said improvements after the date herein specified, upon the County's written demand, then this bond may be sued upon in the name of the County for judgment in a court of competent jurisdiction.

IT IS FURTHER specifically understood, agreed and provided under this bond that the requirement that the Principal and Surety fully complete and install said improvement(s) means that all such specifications that have been approved by the Boone County Planning and Zoning Commission, the Boone County Department of Planning and Building Inspection, and such other agencies, utilities or public or private entities as are required as a part of the plat approval process established by the said regulations.

AND IT IS FURTHER understood, agreed and provided under this bond that the performance required hereunder shall apply to any changes in improvements herein specified caused by any re-plat of the above described plat which is approved by the Boone County Commission and duly recorded prior to the date of final completion required herein, whether or not the Surety hereunder is notified thereof; provided, however, the Surety shall in no event be liable for more than the stated amount of this bond for changes in said improvements caused by re- platting. Further, no act of forbearance, modification, waiver or grant of time extension allowed by the County to the Principal shall in any way release or relieve the Surety of its obligations hereunder.

IN WITNESS WHEREOF, the undersigned parties have executed the within instrument this 14th day of July 20 04.

AMOUNT FROM PAGE 1: **$31,230**

Principal (s)

Individual

Surety: FIRST NATIONAL BANK
(Surety Name)

By: [signature]
Signature of Bank Official

B.W. Hoecker
Printed Name of Bank Official

Title: Ex. Vice Pres.

(Partnership)

(Signature) Partner

(Signature) Partner

(Signature) Partner

(Attorney-in-Fact)

(Address of Attorney-in-Fact)

(Phone # of Attorney-in-Fact)

(Corporation/Limited Partnership)
Walnut Brook Investments, LLC
(Firm Name)

Tom Peters
(Signature) Officer/General Partner

Tom Peters
(Printed Name from Above)

MEMBER
(Title)

(Attorney-in-Fact)

** Attach Power of Attorney

S:pz\forms\subdiv\perfbond.doc

GUARANTY AND COLLATERAL PLEDGE

This agreement is made on the 14 day of ____July____, 2004, by and between

___Walnut Brook Investments, LLC_____ (herein Principal), and

____**First National Bank**_____ (herein Surety), and the County of Boone (herein County).

WITNESSETH:

WHEREAS, the Principal and Surety have executed and entered into a Uniform Subdivision Improvement Performance Bond (herein performance bond) wherein the Principal and Surety have bound themselves unto the County in the sum of _ $ 31,230__Dollars for the purpose of securing and guaranteeing full and complete compliance with the subdivision regulations of Boone County, Missouri for _____Walnut Brook Plat 4_____, all as set forth in said performance bond which is attached hereto and incorporated herein by reference, and

WHEREAS, the County requires in lieu of corporate surety bond a Guaranty and Pledge to secure the Principal and Surety's performance under said performance bond as a condition for approval of said plat.

NOW THEREFORE, in consideration of the agreements and covenants herein contained, the parties agree as follows:

1. The Principal and Surety hereby unconditionally guarantee and promise that all obligations incurred by the Principal and Surety under the attached performance bond shall be performed and the Surety hereby irrevocable pledges the sum of ____ $ 31,230_____ in the form of a Certificate of Deposit issued by a bank under such terms and conditions as are approved by and are acceptable to the County maturing within _**90**_days of deposit and made payable to the County of Boone subject to the terms hereinafter set forth to secure the obligations of the Principal and Surety under the attached performance bond.

2. The Principal hereby agrees to diligently and faithfully perform all obligations set forth in the attached performance bond and not to hinder or delay any other party hereto from performance of their obligations under said bond or agreement herein.

3. The Principal and/or Surety hereby agree that the sum irrevocably pledged to the County may be kept by the county and used by the County to fulfill the Principal's and Surety's obligations under the attached performance bond in the event of default, in whole or part, by the Principal or Surety under said bond.

4. The County hereby expressly agrees that no amount of the sum hereby pledged and kept as security shall be paid or otherwise be disbursed to any party, person or entity except under the following conditions:

a. If and when the Principal and Surety fully discharge their obligations under the performance bond on or before the date set forth therein for completion of all improvements and compliance with said subdivision regulations, then the obligations created by this agreement shall be null and void and the Certificate of Deposit pledged as security shall be returned with any interest earned to the principal or surety as their interest appears.

b. In the event of default, in whole or part, by the Principal or Surety in the performance of the obligations set forth in said performance bond, then the Certificate of Deposit shall be redeemed at the next available maturity date or sooner with penalty if necessary in the sole judgment of the County, and paid out in such amounts as are necessary to complete the improvements necessary to fulfill obligations under the bond, provided, however, that such disbursements shall only be made for the purpose of paying for the necessary materials and labor to complete the improvements in compliance with the requirements of the performance bond and such other reasonable expenses incurred by the County in connection therewith; any surplus remaining shall be returned to the Principal or Surety as their interests appear.

5. This agreement shall be binding upon and endure for the benefit of the parties hereto, their heirs, personal representatives, successors and assigns and shall not be assigned or be otherwise

transferable without the written consent of all parties to this agreement. This agreement constitutes the entire agreement between the parties and shall be amended only by written instrument executed with the same formality as this agreement.

IN WITNESS WHEREOF the parties have executed this agreement on the day and year first above written.

PRINCIPAL:

Walnut Brook Investments, LLC

By: Tom Peters
Signature of Developer

Tom PETERS
Printed Name of Developer

Title: Developer

COUNTY OF BOONE, MISSOURI

By:
Signature of Commissioner

Skip Elkin
Printed Name of Commissioner

Title: Acting Presiding Commissioner

SURETY:

First National Bank

By: B W Hoecker
Signature of Bank Official

B W Hoecker
Printed Name of Bank Official

Title: Ex. Vice Pres.

ATTEST:

By: Wendy S. Noren
Signature of County Clerk

Wendy S. Noren
Printed Name of County Clerk

Title: County Clerk

TREASURER'S ACKNOWLEDGEMENT

Seal

By: Kay R Murray
Signature of County Treasurer

Kay R. Murray
Printed Name of County Treasurer

Title: Boone County Treasurer

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316 -2004

CERTIFIED COPY OF ORDER

STATE OF MISSOURI } **ea.**
County of Boone

July Session of the July Adjourned **Term. 20** 04

In the County Commission of said county, on the 29th **day of** July **20** 04

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

Now on this day the County Commission of the County of Boone does hereby adopt the attached proclamation for Family Day.

Done this 29th day of July, 2004.

Keith Schnarre
Presiding Commissioner

absent
Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

Proclamation for
Family Day
A Day to Eat Dinner with Your Children

Whereas, the use of illegal drugs and the abuse of alcohol and nicotine constitute the greatest threats to the well-being of America's children and;

Whereas, surveys conducted by the National Center on Addiction and Substance Abuse (CASA) at Columbia University have consistently found that the more often children and teenagers who routinely eat dinner with their families are less likely they are to smoke, drink and use illegal drugs and;

Whereas, teenagers who virtually never eat dinner with their families are 72 percent more likely than the average teenager to use illegal drugs, alcohol and cigarettes and;

Whereas, teenagers who almost always eat dinner with their families are 31 percent less likely than the average teenager to use illegal drugs, alcohol and cigarettes and;

Whereas, the correlation between family dinners and reduced risk for teen substance abuse are well documented and;

Whereas, parental influence is known to be one of the most crucial factors in determining the likelihood of substance abuse by teenagers and;

Whereas, family dinners have long constituted a substantial pillar of family life in America.

Be it RESOLVED that

Now therefore, the Boone County Commission does hereby proclaim the fourth Monday in September shall henceforth be designated as National Family Day—A Day to Eat Dinner with Your Children in Boone County and urges all citizens to participate.

In witness of, we have caused the seal of the County of Boone to be hereunto affixed on this 29th day of July, 2004.

_____
Keith Schnarre, Presiding Commissioner

_____
Karen M. Miller, District I Commissioner

_____
Skip Elkin, District II Commissioner

Attest:

_____
Wendy Noren, County Clerk

317 -2004

CERTIFIED COPY OF ORDER

STATE OF MISSOURI } **ea.**
County of Boone

July Session of the July Adjourned **Term. 20** 04

In the County Commission of said county, on the 29th **day of** July **20** 04

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

Now on this day the County Commission of the County of Boone does hereby appoint Colleen S. Walker to the Health Trust Committee for a term that will expire on July 29, 2007.

Done this 29th day of July, 2004.

Keith Schnarre
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

absent
Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

Keith Schnarre, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin District II Commissioner

Citizen possessing knowledge of and int 2ST in Health Trust Committee

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

317-2004

Boone County Commission

3 year Term expiring July 29, 2007 - Health Trust Committee

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Health (Trust Committee) Term: ~~4~~ 3 years

Current Township: Resident of City of Columbia Today's Date: 6/28/04

Name: Colleen S. Walker, MBA

Home Address: 3306 Lake Town Dr. Zip Code: 65203

Business Address: Boone Hospital Center 1600 E. Broadway Columbia MO Zip Code: 65201

Home Phone: 573-446-2750 Work Phone: 573-815-3860

Fax: 573-815-8556 E-mail: CWalker@BJC.org.

Qualifications: Over 20 yrs healthcare exp.; 15 yrs at Boone Hospital; Currently Director Managed Care/Utitization Mgmt, BJC/BHC Compliance Liaison - Analyzes negotiates + implements all hospital mged care contracts, performs claims analysis + audits; serves on corporate benefits re-design team, consults with hospitals managed by Boone: Marshall, Mo, Samaritan - Macon + Pershing, Brookfield, Member Healthcare Financial Mgmt National Org + Show-me Chapter.

Past Community Service: Volunteer, fundraising Team, Columbia College Scholarship Fund Volunteer 2004 Stephen's College Community Campaign. Member Professional Leaders Auxillary/Assistance League of Mid Missouri, Currently the groups Treasurer. Volunteers at Upscale Resale.

References: Randy Morrow Vice President & COO Boone Hospital Center 573-815-32
John T. Murray, Attorney at Law 573-256-8428
Sallee Purcell, ACSW, LCSW, BCD, Coordinator Psychiatric Services, Boone Hospital + EAP Counselor 573-815-3301

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.

Colleen S. Walker MBA
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

INTERVIEWS - JULY 2
Keith - 10:00
Karen - 10:15
~~Skip - 10:30~~

June 28, 2004

Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 245
Columbia, MO 65201

Dear Boone County Commission:

Enclosed please find my application for membership on the Health Board. I understand that there are other applicants. However, I look upon this as an opportunity and honor to be asked by Randy Morrow, Vice President and COO of Boone Hospital Center to pursue a position on the board through this application process. I believe that I can bring a great deal of experience in the healthcare field, most notably my experience in contract negotiations, benefit's analysis, utilization management, and compliance.

I believe the mission of our hospital to improve the health of the people and communities we serve is in keeping with the goals and objectives of the Board. I would like the opportunity to serve Boone County in this capacity.

If you have additional questions upon the review of my application, please do not hesitate to call me at 573-815-3860 and I will be happy to assist you. Thank you again for your consideration of my participation on the Health Board.

Sincerely,

Colleen Walker

Colleen Walker, MBA
Director, Managed Care/Utilization Management
Boone Hospital Center
1600 East Broadway
Columbia, MO 65201

218-90

TO: John Patton
Prosecuting Attorney's Office
FAX: 875-0943

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

July Session of the May Adj 90
Term. 19

STATE OF MISSOURI } ss.
County of Boone

In the County Commission of said county, on the 3rd day of July 19 90

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

Now on this day the Boone County Commission does hereby authorize the Health Trust Committee to increase the number of trustees to seven (7) voting members as specified thus:

Two (2) County elected officials, at least one (1) of whom shall be the Auditor or the Treasurer
One (1) County Commissioner
One (1) Road & Bridge employee
One (1) employee from a department other than Road & Bridge
Two (2) citizens possessing knowledge of and interest in the workings of the Health Trust Committee.

All trustees shall serve terms of three (3) years, to be staggered initially, so that the terms have varied expiration dates. Trustees may serve an unlimited number of terms.

Done this 3rd day of July 1990.

FRANK GRAHAM
Presiding Commissioner

ATTEST:

WENDY S. NOREN
Clerk of the County Commission

DONALD G. SANDERS
District I Commissioner

DAVID R. GRIGGS
District II Commissioner

318 -2004

CERTIFIED COPY OF ORDER

STATE OF MISSOURI } **ea.**
County of Boone

July Session of the July Adjourned **Term. 20** 04

In the County Commission of said county, on the 29th **day of** July **20** 04

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

Now on this day the County Commission of the County of Boone does hereby authorize the use of the Courtyard Square on July 30, 2004 from 4:00 to 5:00 p.m. for a Press Conference for Falun Gong. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

Done this 29th day of July, 2004.

Keith Schnarre
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

absent
Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

Keith Schnarre, 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

318-2004

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 Government Center as follows:

Description of Use: Press Conference for Falun Gong

Date(s) of Use: July 30, 2004

Time of Use: From: 4 a.m./p.m. thru 5 a.m./p.m.

Facility requested: Courthouse Grounds☐ - Courtyard Square☒ - Chambers☐ - Rm220☐ - Rm208☐ - Rm139☐

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.

Name of Organization/Person: Randall Effner

Organization Representative/Title:

Address/Phone Number: 55591 Backridge Dr. Jamestown, Mo 65046
660-849-2524

Date of Application: 7/28/04

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:

Wendy S. Noren
County Clerk

BOONE COUNTY, MISSOURI

Keith Schnarre
County Commissioner

DATE: 29 JULY 2004

319 -2004

CERTIFIED COPY OF ORDER

STATE OF MISSOURI } **ea.**
County of Boone

July Session of the July Adjourned **Term. 20** 04

In the County Commission of said county, on the 29th **day of** July **20** 04

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

Now on this day, the County Commission of the County of Boone does hereby authorize a closed session on Tuesday, August 3, 2004 immediately following the regularly scheduled Commission Meeting at 9:30 a.m. The meeting will be held in the Commission Chambers of the Roger B. Wilson Boone County Government Center at 801 E Walnut, Columbia, Missouri, as authorized by 610.021(3) RSMo. to discuss hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.

Done this 29th day of July, 2004.

Keith Schnarre
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

absent
Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner