

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Supplemental Cooperative Agreement for Jackson County Family Court Staff with the Missouri Department of Social Services, Family Support Division.

RESOLUTION #16704, September 15, 2008

INTRODUCED BY Theresa Garza Ruiz, County Legislator

WHEREAS, the Prosecuting Attorney and the Jackson County Circuit Court, Family Court Division recommend a Supplemental Cooperative Agreement for Jackson County Family Court Staff with the Missouri Department of Social Services, Family Support Division for the period July 1, 2008, through June 30, 2009; and,


WHEREAS, this Agreement provides the mechanism by which certain costs incurred by the Family Court Division can be reimbursed to the County by the Missouri Department of Social Services, Family Support Division; and,

WHEREAS, this Agreement is in the best interests of the health, welfare, and safety of the citizens of the County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be, and hereby is, authorized to execute the attached Supplemental Agreement for Jackson County Family Court Staff with the Missouri Department of Social Services, Family Support Division.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #16704 of September 15, 2008, was duly passed on September 22, 2008 by the Jackson County Legislature. The votes thereon were as follows:


Yeas 8

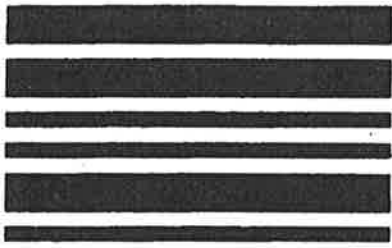
Nays 0

Abstaining 0

Absent 1

9.23.08
Date

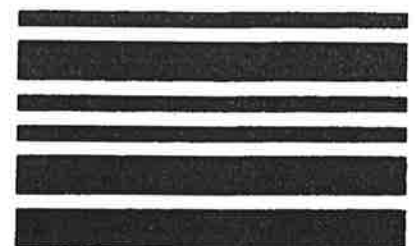
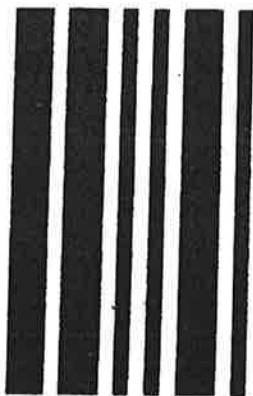

Mary Jo Spino, Clerk of Legislature



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CAUTION

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SUPPLEMENTAL AGREEMENT
FOR
JACKSON COUNTY FAMILY COURT STAFF

This **SUPPLEMENTAL AGREEMENT** is entered into between the Missouri Department of Social Services, Family Support Division, hereinafter referred to as the **STATE**, and the County of **JACKSON**, hereinafter referred to as **COUNTY**, and the Circuit Court, County of **JACKSON**, hereinafter referred to as the **COURT**.

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

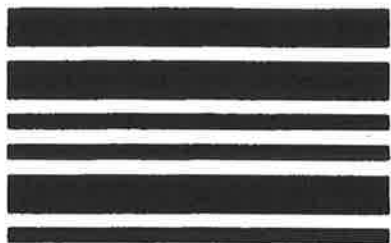
WHEREAS, the **STATE** and the **COUNTY** have entered into a Cooperative Agreement as authorized by Section 454.405 RSMo; and

WHEREAS, the **COUNTY** has established a Family Court under Chapter 487 RSMo;

NOW, in consideration of the mutual undertakings and agreements herein, the **STATE**, the **COURT** and the **COUNTY** agree as follows:

A. That the **COUNTY** shall, through the Office of the Family Court Commissioner/Court Clerk:

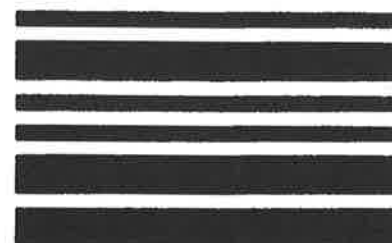
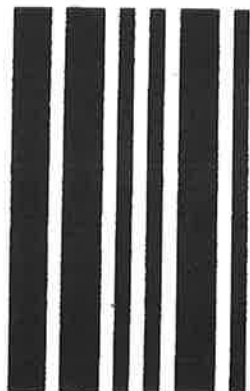
1. Appropriate a sum of money sufficient to reimburse the personnel referred to in this **AGREEMENT**.
2. Furnish office space and other administrative requirements mandated by



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B. That **STATE** shall:

1. Reimburse the **COUNTY** for expenditures in compliance with their Cooperative Agreement for **COUNTY** paid staff and equipment, which meet the criteria set forth in the Cooperative Agreement.

C. The **COUNTY**, the **COURT**, and the **STATE** mutually agree that:

1. This **AGREEMENT** supplements the existing Cooperative Agreement entered into by the **COUNTY** and the **STATE** and is not intended to replace or modify any provisions of the existing Cooperative Agreement not herein modified.

2. Expenditures for this **SUPPLEMENTAL AGREEMENT** are estimated to be \$ 5000. This estimate is made to comply with the requirements of 45 CFR 303.107(d). The parties understand that this estimate shall neither authorize nor limit any particular expenditure or level of expenditure. The parties shall also comply with 13 CSR 30-9.010(4).

3. This **SUPPLEMENTAL AGREEMENT** shall be in effect upon execution by all parties **July 1, 2008, through June 30, 2009**. This **AGREEMENT** may be modified in writing by the mutual consent of the parties.

4. The provisions of Paragraph L of the Cooperative Agreement currently in effect between **COUNTY** and the **STATE** shall also be applicable to this **SUPPLEMENTAL AGREEMENT**.