

75 -2010

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

February Session of the January Adjourned

Term. 20 10

In the County Commission of said county, on the 16<sup>th</sup> day of February 20 10

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

Now on this day the County Commission of the County of Boone does hereby award bid 02-19Jan10 FAR Pro Suite Archive, Restore, Acquisition System to Lyme Computer Systems. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 16<sup>th</sup> day of February, 2010.

ATTEST:

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

Kenneth M. Pearson  
Kenneth M. Pearson  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned

Term. 20 10

In the County Commission of said county, on the 16<sup>th</sup> day of February 20 10


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


Now on this day the County Commission of the County of Boone does hereby approve the utilization of the sole source vendor Sellers Equipment, Inc. of Olathe, Kansas contract 94-123110SS to purchase parts and service for the JCB Trackhoe in the Public Works Department. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

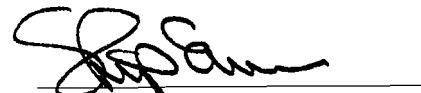
Done this 16<sup>th</sup> day of February, 2010.

ATTEST:

Wendy S. Noren KS  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
Director



601 E. Walnut, Room 208  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: February 10, 2010  
RE: Sole Source Purchase – 94-123110SS – Parts & Service for JCB Trackhoe

The Public Works Department requests permission to utilize Sellers Equipment, Inc. of Olathe, Kansas as a sole source vendor to purchase parts and service for the JCB Trackhoe located in the Public Works Department. Sellers Equipment is the only feasible source available to provide repair service. With Cook Sales & Service going out of business (previous sole source vendor for this equipment); Sellers Equipment is the nearest available option for parts and work on this brand of equipment.

Attached is the sole source request form for signature submitted by the Public Works Department.

ATT Sole Source Request

cc: Greg Edington, PW  
Bid File

76-2010

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director



601 E. Walnut, Rm 208  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

## SOLE SOURCE/NO SUBSTITUTE FACT SHEET

<b>Originating Office</b>	Boone County Public Works - Maintenance Division
<b>Person Requesting</b>	Greg Edington
<b>Date Requested</b>	February 10, 2010
<b>Contact Number</b>	449-8515

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL: Melinda Bobbitt 2-9-10  
Signature Date

SOLE SOURCE NUMBER: 94-12311055  
(Assigned by Purchasing)

COMMISSION APPROVAL: [Signature] 2/16/2010  
Signature Date

Expiration Date: On going 20\_\_ through 20\_\_ One Time Purchase (check)

**Vendor Name** Sellers Equipment, Inc (vendor #13731)

**Vendor Address** 15325 South Keeler Street, Olathe, MO

**Vendor Phone and Fax** Phone: 913-764-2011, Fax: 913-764-2014

**Product Description** Parts & service for JCB Trackhoe

**Estimated Cost** Wide range of prices. Can be \$500 to \$7300 or more depending on parts needed and mechanic services required.

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

- Please check the reason(s) for this sole request:
  - Only Known Source-Similar equipment or material not available from another vendor
  - Equipment or materials must be compatible with existing Equipment
  - Immediate purchase necessary to correct situation threatening life/property
  - Lease Purchase - Exercise purchase option on lease
  - Medical device or supply specified by physician
  - Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)

Comment [1]:

Other - List (attach additional sheets if necessary)

---

2. Briefly describe the commodity/material you are requesting and its function.

**Parts & mechanic service for JCB brand heavy equipment.**

3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.

**With Cooke Sales & Service (vendor 246, sole source # 57-123105) going out of business; Sellers Equipment is the nearest available option for parts and work on this brand of equipment.**

4. What research has been done to verify this vendor as the only known source?

**Contact with the various known dealers & distributors of this brand of product & service on them.**

5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?

Yes (please attach a list of known sources)

No

**Unknown**

6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.

**Yes, only compatible parts can be used to properly maintain the equipment.**

7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product? N/A

8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).

**Original equipment was purchased from former sole source vendor via PO in 1995. Could have been a competitive bid purchase, but would now require "local" repair & parts option. Past purchases from former sole source provider ranged from \$83 to \$9700.**

9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other) Please provide document numbers.

**Sole source, vendor #246 Cooke Sales & Service, contract # 57-123105**

10. What are the consequences of not securing this specific commodity/material?

**Unable to repair JCB heavy equipment, therefore unable to complete essential functions of road maintenance.**

11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).

12. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?

**On – going, as long as we have this brand of heavy equipment.**

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director of Purchasing



601 E. Walnut-Rm 209  
Columbia, MO 65201  
Phone (573) 886-4391  
Fax (573) 886-4390

---

**To:** Susan Richison (884-0003)  
twitchells@missouri.edu

**From:** Melinda Bobbitt, Director of Purchasing

**RE:** Advertisement for Sole Source Purchase

**Date:** February 10, 2010

**The following is a sole source purchase advertisement. Please call if you have any questions.**

## NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE

Boone County believes there is only a single feasible source from which to purchase the following and intends to make a single feasible source purchase unless viable competition is established. Please contact the Boone County Purchasing Department if you can supply the following:

### **Parts & Service for JCB Trackhoe from Sellers Equipment, Inc.**

To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by **9:30 a.m. on Tuesday, February 16, 2010**. Boone County Purchasing Department, Boone County Johnson Building, Room 208, 601 E. Walnut Street, Columbia, MO 65201.

Information is available in the Purchasing Office and requests for copies may be made by phone (573) 886-4391; fax (573) 886-4390 or e-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org).

Melinda Bobbitt, CPPB  
Director, Boone County Purchasing

Insertion date: Friday, February 5, 2010

COLUMBIA MISSOURIAN

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

February Session of the January Adjourned

Term. 20 10

County of Boone

} ea.

In the County Commission of said county, on the

16<sup>th</sup>

day of

February

20 10

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 revision for additional indigent cremation:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1430	86615	Community Services	Indigent Burials		250.00
1123	86800	Emerg & Contingency	Emergency	250.00	

Done this 16<sup>th</sup> day of February, 2010.

ATTEST:

Wendy S. Noten  
Wendy S. Noten  
Clerk of the County Commission

Kenneth M. Pearson  
Kenneth M. Pearson  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner



10/31/09

*Enjoy*

# REQUEST FOR BUDGET REVISION

## BOONE COUNTY, MISSOURI RECEIVED

77-2010

~~2/5/2010~~

EFFECTIVE DATE

FEB 05 2010

FOR AUDITORS USE

Department				Account					BOONE COUNTY		AUDITOR		(Use whole \$ amounts)	
									Department Name	Account Name	Transfer From	Transfer To		
											Decrease	Increase		
1	4	3	0	8	6	6	1	5	Community Services	Indigent Burials				250
1	1	2	3	8	6	8	0	0	Emerg. & Conting.	Emergency		250		

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): *additional indigent cremation*

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year?  YES  NO  
If not, please explain (use an attachment if necessary):

*Sapp*  
\_\_\_\_\_  
Requesting Official

**TO BE COMPLETED BY AUDITOR'S OFFICE**

- A schedule of previously processed Budget Revisions/Amendments is attached.
- Unencumbered funds are available for this budget revision.
- Comments:

*agenda*

*KCP*  
\_\_\_\_\_  
Auditor's Office

*[Signature]*  
\_\_\_\_\_  
PRESIDING COMMISSIONER

*Karen B Miller*  
\_\_\_\_\_  
DISTRICT I COMMISSIONER

*[Signature]*  
\_\_\_\_\_  
DISTRICT II COMMISSIONER

Year	2009	Original Appropriation	3,000.00
Dept	1430 COMMUNITY SERVICES	Revisions	1,500.00
Acct	86615 INDIGENT BURIALS	Original + Revisions	4,500.00
Fund	100 GENERAL FUND	Expenditures	4,250.00
		Encumbrances	
Class/Account	A ACCOUNT	Actual To Date	4,250.00
Account Type	E EXPENSE	Remaining Balance	250.00
Normal Balance	D DEBIT	Shadow Balance	250.00

Expenditures by Period

January		July	
February	750.00	August	250.00
March	500.00	September	250.00
April	500.00	October	250.00
May	1,000.00	November	
June		December	750.00

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions







2009 Emergency Fund  
1123-86800

DATE	DEPARTMENT	DEPT. NO.	ACCOUNT	ORIGINAL BUDGET	AMOUNT USED	REMAINING BUDGET	DESCRIPTION
1/1/2009	Original budget			725,000		725,000	Original budget
1/22/2009	IV-D	1263	71100		(2,430)	722,570	Cover moving expenses, not re-budgeted
<del>2/23/2009</del>	<del>Prosecuting Attorney</del>	<del>1261</del>	<del>10100, 10200, 10400, 91301, 91302</del>			722,570	<del>establish budget for part-time temporary investigator 1 added</del>
5/20/2009	Parks & Recreation	1610	60400		(23,266)	699,304	Cover costs of flood damage repair
9/16/2009	Public Administrator	<del>1200</del>	<del>71000</del>			699,304	<del>Cover cost of bond on closed estate. NOT needed</del>
9/24/2009	Collector	1150	84400, 84500		(625)	698,679	Cover cost of delinquent property tax sale
9/25/2009	Indigent Burials/Cremations	1430	86615		(1,500)	697,179	Cover increased number of indigent cremations
10/16/2009	Parks & Recreation	1610	60400		(16,745)	680,434	Cover cost of flood damage repair
10/27/2009	Solid Waste Recycling	1360	71100		(4,749)	675,685	Cover increased cost of haul fees
10/28/2009	Victim Witness	1262	84700, 84800, 84600		(8,500)	667,185	Cover trial expenses for upcoming homicide trials
11/9/2009	Unemployment	1192	10600		(19,000)	648,185	Cover 3rd & 4th Qtr unemployment expense
12/31/2009	Community Services	1430	86615		(250)	647,935	indigent cremation
			Total	<u>725,000</u>	<u>(77,065)</u>	<u>647,935</u>	

2/5/2010

FY 2009  
Budget Amendments/Revisions  
Emergency (1123-86800)

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments	
1	1/22/2009	1263	71100	IV-D	Outside Services	2,430		Cover cost of moving expenses. Cost was in 2008 budget, but not re-budgeted to 2009.		
			1123	86800	Emergency	Emergency				2,430
2	2/23/2009	1123	86800	Emergency & Contingency	Emergency		26,859	Establish budget for temporary investigator. Budgeted for 995 hours @ \$24.43		
			4264	10400	PA-Administration	Salary & Wages	24,308			
			4264	10200	PA-Administration	FICA	1,860			
			4264	10400	PA-Administration	Worker-Comp	167			
			4264	91304	PA-Administration	Hardware	400			Printer
			4264	91302	PA-Administration	Software	83			Groupwise License
			4264	91302	PA-Administration	Software	101			Novell License
			2905	91302	LE/Judicial Info System-LEST	Software	1,850			Karpel License
2900	86800	LEST-Revenue	Emergency		1,850					
3	5/20/2009	1610	60400	Parks & Recreation	Grounds Maintenance	23,266		Cover costs of flood damage repair.		
			1123	86800	Emergency	Emergency				23,266
4	9/16/2009	4300	71000	Public Administrator	Insurance & Bonds	33		Cover cost of additional bond on closed estate.		
			1123	86800	Emergency	Emergency				33
5	9/22/2009	1123	86800	Emergency	Emergency		1,500	Cover increased indigent cremations		
			1430	86615	Community Services	Indigent Burials	1,500			
6	9/24/2009	1150	3511	Collector	Cost of Tax Sale Reimb	16,902		Increase budget to reflect the revenue and costs associated with the tax sale		
			1150	84400	Collector	Public Notices	4,919			
			1150	84500	Collector	Title Search	12,608			
			1123	86800	Emergency	Emergency				625
7	10/16/2009	1123	86800	Emergency	Emergency		16,745	Cover cost of flood damage repair		
			1610	60400	Parks & Recreation	Grounds Maintenance	16,745			
8	10/27/2009	1123	86800	Emergency	Emergency		4,749	Cover increased cost of haul fees for recycling program.		
			1360	71100	Solid Waste Recycling	Outside Services	4,749			
9	10/28/2009	1123	86800	Emergency	Emergency		8,500	Cover trial expenses for upcoming homicide trials		
			7262	84700	Victim Witness	Witness Expenses	6,000			
			7262	84800	Victim Witness	Transcripts	1,500			
			7262	84600	Victim Witness	Court Costs	1,000			
10	11/9/2009	1123	86800	Emergency	Emergency		19,000	Cover 3rd & 4th Qtr Unemployment		
			1192	10600	Employee Benefits	Unemployment	19,000			
11	1/27/2010	1123	86800	Emergency	Emergency		5,052	Cover trial expenses and special prosecutor fees		
			7262	84600	Victim Witness	Court Costs	100			
			7262	84700	Victim Witness	Witness fees	3,000			
			7262	84800	Victim Witness	Transcripts	400			
			7261	71105	Victim Witness	Legal Fees	1,552			
12	2/5/2010	1430	86615	Community Services	Indigent Burials	250		Additional indigent burials		
			1123	86800	Emergency & Contingency	Emergency				250

2/5/2010

FY 2009  
Budget Amendments/Revisions  
Community Services (1430)

<u>Index #</u>	<u>Date Recd</u>	<u>Account</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>	<u>Comments</u>
1	9/22/2009	86615	Indigent Burials	1,500		Number of indigent cremations has exceeded budget estimate	
2	2/4/2010	<b>86615</b> <b>1123-86800</b>	<b>Indigent Burials</b> <b>Emergency</b>	<b>250</b>	<b>250</b>	<b>additional indigent cremations</b>	



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 20 10

County of Boone

In the County Commission of said county, on the 16<sup>th</sup> day of February 20 10

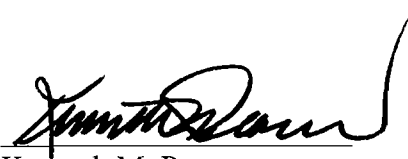
the following, among other proceedings, were had, viz:

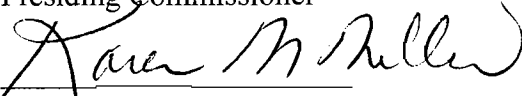
Now on this day the County Commission of the County of Boone does hereby approve the contract between Central Missouri Food Bank Pantry and Boone County, Missouri for emergency food for families and individuals in need. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 16<sup>th</sup> day of February, 2010.

ATTEST:

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

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

1/1/10  
12/30/09

Comm Order # 78-2010

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

Return to Auditor's Office  
Please do not remove staple.

REQUEST DATE

373  
VENDOR NO.

Central Missouri Food Bank Inc  
VENDOR NAME

ADDRESS

Columbia  
CITY

PHONE #  
MO  
STATE ZIP

### BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.  
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$750 to \$4,499)
- Purchase is <\$750 and is NOT covered by an existing bid or sole source

**Not Subject To Bidding (select appropriate response below):**

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)

#  
(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department #

Bill to Department #

Department				Account				Item Description	Qty	Unit Price	Amount
1	4	2	0	8	6	6	5	Central MO Food Bank			
								Pantry			
								Contract signing (45%)			7762.50
								Mid- year Report (45%)			7762.50
								Final Report and Final Payment (10%)			1725.00
								FY2010			
											\$17,250

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

*[Signature]*  
Prepared By

*[Signature]*  
Requesting Official

*[Signature]*  
Auditor Approval

COUNTY OF BOONE  
WORK AUTHORIZATION CERTIFICATION  
PURSUANT TO 285.530 RSMo  
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of Boone )  
 )ss  
State of Missouri )

My name is Peggy Kirkpatrick I am an authorized agent of \_\_\_\_\_  
E-Verify (Bidder). This business is enrolled and participates in a federal work  
authorization program for all employees working in connection with services provided to the  
County. This business does not knowingly employ any person that is an unauthorized alien in  
connection with the services being provided. Documentation of participation in a federal work  
authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in  
writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter  
be in violation and submit a sworn affidavit under penalty of perjury that all employees are  
lawfully present in the United States.

Peggy Kirkpatrick 2/02/10  
Affiant Date  
Peggy Kirkpatrick  
Printed Name

Subscribed and sworn to before me this 2<sup>nd</sup> day of February, 2010.

Sally Thies  
Notary Public

SALLY THIES  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Boone County  
My Commission Expires: Jul. 19, 2013  
COMMISSION #09839630

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

**ARTICLE I**

**PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Central Missouri Food Bank Network, Inc** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

**ARTICLE II**

**FUNCTIONS TO BE PERFORMED**

**A. RESPONSIBILITIES OF THE SSA**

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment

AGREEMENT

78-2010

THIS AGREEMENT entered into this 16 day of Feb, 2010, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Central Missouri Food Bank Network, Inc., hereinafter called "Agency";

WITNESSETH:

WHEREAS, County desires to provide the following social or community service:

Central Missouri Food Bank Pantry

as stated in the proposal and/or revisions received by the Division of Human Services, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Division of Human Services, 1005 W. Worley Street, Columbia, Missouri;

NOW, THEREFORE, it is hereby agreed by and between County and Agency as follows:

I.

Agency agrees to furnish and County agrees to purchase the following service:

The program will provide emergency food for families and individuals in need. The service is targeted to low to moderate income individuals, families, seniors and persons with disabilities. Food boxes will include enough food for all household members for a period of seven days. The agency will provide approximately 10,918 units (one box of food [28 pounds average] for one Columbia household) at an estimated cost of \$1.58 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of the Boone County and funds shall be spent as set forth in the FY2010 program budget on file in the Division of Human Services. Any substantive changes in the budget shall be approved by the Division of Human Services prior to incurring any expenses.

Agency certifies that this expenditure is essential to the provision of the services as described in Paragraph I.

III.

Agency agrees to fully participate in and comply with the assessment, training and evaluation services conducted by the County, at the request of the County, which shall include a review of the Agency's administration and management of social services pursuant to this contract, and any and all acts of the Agency which relate to this contract with the County.

IV.

RECORD RETENTION CLAUSE: Agency shall keep and maintain records relating to this Agreement sufficient to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) years following expiration of this Agreement and any applicable renewal.

V.

Agency agrees to submit to the Division of Human Services a mid-year report, due by July 31, 2010, and a final report, due by January 31, 2011.

VI.

Agency agrees that the County shall be recognized as a financial supporter in all its promotional materials and advertising. A copy of the County logo will be used whenever possible.

VII.

Agency agrees that it is responsible for all funds made available to Agency by this agreement and further agrees that it will reimburse to the County any funds expended in violation of County, State or Federal law or in violation of this agreement.

VIII.

This agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the County. Any subcontractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this agreement.

IX.

Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.

X.

Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

XI.

Agency shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the Boone County Commission in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

XII.

**EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

(a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

(b) As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

(c) Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

XIII.

County agrees to pay Agency the sum of \$17250.00 as follows:

- A. The County will pay 45% of the contracted sum at the time of the signing of this contract. Upon receipt of the mid-year report, the County will pay 45% of the contracted sum.
- B. The County will pay the contracted balance of 10% after receipt of the final report.

XIV.

**NON-APPROPRIATION CLAUSE:** Notwithstanding any other provision of this Agreement, all obligations of the County under this Agreement which require the expenditure of funds are conditioned on the

availability of funds appropriated for that purpose.

XV.

This Agreement shall be for a term of one year commencing on January 1, 2010 and ending on December 31, 2010; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination.

