

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 12

County of Boone

In the County Commission of said county, on the

17th

day of

January

20

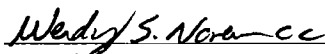
12

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 True North of Columbia, Inc., and Boone County, Missouri for domestic violence shelter funding. 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.

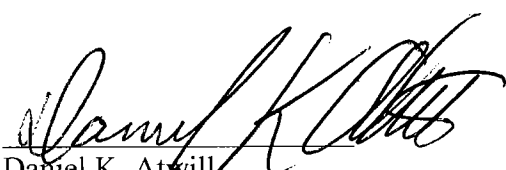
Done this 17th day of January, 2012.

ATTEST:

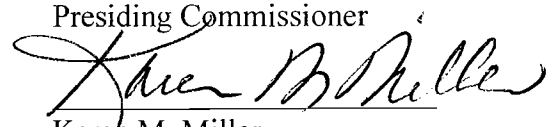


Wendy S. Noren

Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner

Absent

Skip Elkin

District II Commissioner



**Department of Public Health and Human Services
Division of Human Services**

To: The Honorable Members of the Boone County Commission
From: Steve Hollis, Human Services Manager *SH*
Date: January 3, 2012
RE: 2012 Domestic Violence Shelter Funding Contract

Per Commission order 501-2011 which outlines the County policies for the Domestic Violence Shelter Funding, I am recommending the County again contract with True North of Columbia, Inc. in 2012 for domestic violence shelter services. Our office received only one proposal for these services and both the proposal and True North meet the statutory requirements of the funding.

Therefore, enclosed for your consideration, please find two partially executed originals of the agreement between the County of Boone and True North of Columbia, Inc. for the purchase of domestic violence shelter services in 2012. The form and content of contract were approved by the County Counselor.

As always, please do not hesitate to contact me should you have any questions or concerns.



City of Columbia



County of Boone

**Department of Public Health and Human Services
Division of Human Services**

To: The Honorable Members of the Boone County Commission
CC: CJ Dykhouse, County Counselor
From: Steve Hollis, Human Services Manager *SH*
Date: January 3, 2012
RE: 2012 Domestic Violence Shelter Funding Contract

Per Commission order 501-2011 which outlines the County policies for the Domestic Violence Shelter Funding, I am recommending the County again contract with True North of Columbia, Inc. in 2012 for domestic violence shelter services. Our office received only one proposal for these services and both the proposal and True North meet the statutory requirements of the funding.

Therefore, enclosed for your consideration, please find two partially executed originals of the agreement between the County of Boone and True North of Columbia, Inc. for the purchase of domestic violence shelter services in 2012. The form and content of contract were approved by the County Counselor.

As always, please do not hesitate to contact me should you have any questions or concerns.



City of Columbia



County of Boone

Department of Public Health and Human Services Division of Human Services

To: CJ Dykhouse, County Counselor
Monica Kuster
From: Steve Hollis, Human Services Manager *S/A*
Date: January 3, 2012
RE: 2012 Domestic Violence Shelter Funding Contract

Hello friends. Happy new year to you both. I think we're ready for the next step in the newly developed domestic violence shelter funding process which to forward the proposed agreement to the commission.

So, enclosed for the commission's consideration are two partially executed originals of the agreement between the County of Boone and True North of Columbia, Inc. for the purchase of domestic violence shelter services in 2012. Also enclosed is a completed work authorization affidavit from the agency as well as a cover memo to the County Commission. If you would, please review these and route to the commission.

Once approved by the commission, it is my understanding that Monica will set up a PO and the first payment will be made to the agency. I'm assuming someone from the County will mail one of the fully executed originals of the agreement to True North. From there, the agency is to submit an invoice to me in July which I will then forward to Monica for payment.

I think that should cover everything. If missed something, please let me know.

AGREEMENT

THIS AGREEMENT entered into this 23rd day of December, 2011, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and True North of Columbia, Inc., hereinafter called "Agency";

WITNESSETH:

WHEREAS, County desires to purchase the following program service:

Shelter for Victims of Domestic Violence

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 with 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:

Emergency shelter and supportive services for victims of domestic violence.

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 FY2012 proposal on file in the Division of Human Services.

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

III.

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.

IV.

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.

V.

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.

VI.

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.

VII.

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.

VIII.

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.

IX.

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 Division of Human Services that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

X.

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.

XI.

County agrees to pay Agency the sum of \$9,286.30 as follows:

- A. The County will pay 50% of the contracted sum in January, 2012
- B. The County will pay the contracted balance of 50% upon receipt and approval of an invoice for this amount submitted by Agency to the Division of Human Services in July, 2012.

XII.

Agency agrees to submit to the Division of Human Services an annual report, due by March 31, 2013, in the form and the medium proscribed by the Division of Human Services.

XIII.

Agency agrees to keep on file with the Division of Human Services, an annual statement of financial engagement completed within six (6) months of the end of the agency's fiscal year.

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, 2012 and ending on December 31, 2012; 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.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:

BY: Barbara Haja

ATTEST: [Signature]

BOONE COUNTY, MISSOURI

By:

[Signature]
Commissioner

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 to the credit of such appropriation sufficient to pay therefore.

Jane Pitchford by jg 01/06/2012
Auditor Date
Appropriation account: 2030-86900
ATTEST:

Mindy S. Norace
County Clerk

APPROVED AS TO FORM:

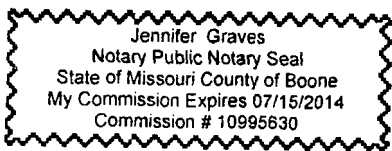
[Signature]
County Counselor

**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)

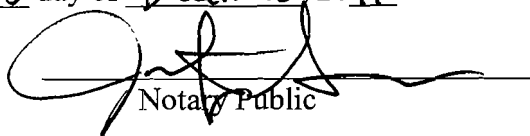
My name is Barbara Hodges I am an authorized agent of True North of Columbia (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that 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.



Barbara Hodges 12-23-11
Affiant Date
BARBARA Hodges
Printed Name

Subscribed and sworn to before me this 23rd day of December, 2011.


Notary Public