

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 25th 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 consultant agreements:

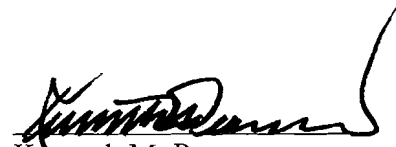
- a. MECO Engineering Company

It is further ordered the Presiding Commissioner is hereby authorized to sign said agreements.

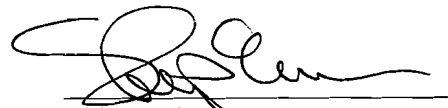
Done this 25th day of February, 2010.

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

2010 Consultant Agreements

Consultant	Contract Sent	Contract Rec'd	Rates	Qualifications	Insurance	E-Verify	Derin Campbell	CJ	Auditor	Clerk/Comm	Org Mailed	Notes
A Civil Group	11/3/2009	11/18/09	11/18/09	11/18/09	11/18/09	11/18/09	11/20/09	01/05/10	1/7/10	1/7/10	1/20/10	COMPLETED
Allstate Consultants	11/3/2009	12/22/09	12/22/09	12/22/09	12/22/09	12/22/09	12/28/09	01/05/10	1/7/10	1/7/10	1/20/10	COMPLETED
Bartlett & West, Inc.	11/3/2009	12/24/09	12/24/09	12/24/09	12/24/09	12/24/09	12/28/09	01/05/10	1/7/10	1/7/10	1/20/10	COMPLETED
Bucher, Willis & Ratliff Corp.	11/3/2009	11/23/09	11/23/09	11/23/09	11/23/09	11/23/09	11/23/09	01/05/10	1/7/10	1/7/10	1/20/10	COMPLETED
Butler, Rosenbury & Partners	11/3/2009	12/30/09	12/30/09	12/30/09	12/30/09	12/30/09	12/30/09	01/05/10	1/7/10	1/7/10	1/20/10	COMPLETED
CM Engineering	11/3/2009	12/08/09	12/08/09	12/08/09	12/08/09	12/08/09	12/08/09	01/05/10	1/7/10	1/7/10	1/20/10	COMPLETED
Cole & Associates	11/3/2009	11/30/09	11/30/09	11/30/09	11/30/09	11/30/09	11/30/09	01/05/10	1/7/10	1/7/10	1/20/10	COMPLETED
Crockett Engineering Consultants, LLC	11/3/2009	12/30/09	12/30/09	12/30/09	12/30/09	12/30/09	12/30/09	01/05/10	1/7/10	1/7/10	1/20/10	COMPLETED
Engineering Surveys and Services, LLC	11/3/2009	11/06/09	11/06/09	11/06/09	01/05/10	11/06/09	11/09/09	01/05/10	1/7/10	1/7/10	1/20/10	COMPLETED
Gredell Engineering Resources, Inc.	11/3/2009				1/20/10							
Hanson Professional Services, Inc.	11/3/2009	12/29/09	12/29/09	12/29/09	12/29/09	12/29/09	12/29/09	01/05/10	1/7/10	1/7/10	1/20/10	COMPLETED
Harrington and Cortelou, Inc.	11/3/2009	12/16/09	12/16/09	12/16/09	12/16/09	12/16/09	12/18/09	01/05/10	1/7/10	1/7/10	1/20/10	COMPLETED
HDR Engineering, Inc.	11/3/2009											
Horner & Shifrin, Inc.	11/3/2009	12/14/09	12/14/09	12/14/09	1/4/2010	12/14/09	12/18/09	01/05/10	1/7/10	1/7/10	1/20/10	COMPLETED
KAW Valley Engineering	11/3/2009											
Malicoat-Winslow Engineers, P.C.	11/3/2009	2/1/10	2/1/10	2/1/10	1/28/10	2/1/10	2/1/10	2/1/10	2/2/10	2/9/10	2/10/10	COMPLETED
Marshall Engineering	11/3/2009											
MECO Engineering Company, Inc.	1/22/2010	2/9/10	2/9/10	2/9/10	2/9/10	2/9/10	2/16/10					
Olsson Associates	11/3/2009	12/30/09	12/30/09	12/30/09	12/30/09	12/30/09	12/30/09	01/05/10	1/7/10	1/7/10	1/20/10	COMPLETED
Peckham & Wright Architects, Inc.	11/3/2009											
Poepping, Stone, Bach & Associates, Inc.	11/3/2009	11/12/09	2/2/10	11/12/09	11/12/809	11/12/09	2/2/10	2/2/10	2/3/10	2/9/10	2/10/10	COMPLETED
RTI Consultants	11/12/2009											
Scroggs Architecture, P.C.	11/3/2009	11/24/09	11/24/09	11/24/09	11/24/09	11/24/09	11/24/09	01/05/10	1/7/10	1/7/10	1/20/10	COMPLETED
Shafer, Kline & Warren	11/3/2009	11/25/09	11/25/09	11/13/09	11/13/09	11/25/09	11/25/09	01/05/10	1/7/10	1/7/10	1/20/10	COMPLETED
Simon & Associates	11/3/2009	11/17/09	11/17/09	11/17/09	11/17/09	11/17/09	11/17/09	01/05/10	1/7/10	1/7/10	1/20/10	COMPLETED
Simon Oswald Associates	11/3/2009											
Terracon	11/3/2009	12/22/09	12/22/09	12/22/09	11/30/09	12/22/09	12/28/09	01/05/10	1/7/10	1/7/10	1/20/10	COMPLETED
Trabue, Hansen & Hinshaw, Inc.	11/3/2009	12/18/09	12/18/09	12/18/09	12/18/09	12/18/09	12/18/09	01/05/10	1/7/10	1/7/10	1/20/10	COMPLETED
TranSystems Corp	11/3/2009	12/07/09	12/07/09	12/07/09	12/07/09	12/07/09	12/07/09	01/05/10	1/7/10	1/7/10	1/20/10	COMPLETED
URS Corporation	11/3/2009				1/22/2010							

contract sent interoffice to FM as he was meeting with them today.

sent per Bob Davidson's request

NOTORIZED WORK AUTHORIZATION

1ST ROUND OF CONSULTANT AGREEMENTS TO COMMISSION 1/7/10

A Civil Group
Allstate Consultants
Bartlett & West, Inc.
Bucher, Willis & Ratliff Corporation
Butler, Rosenbury & Associates
CM Engineering
Cole & Associates
Crockett Engineering Consultants
Engineering Surveys & Services
Hanson Professional Services, Inc.
Harrington and Cortelou, Inc.
Horner & Shifrin, Inc.
Olsson Associates
Scroggs Architecture, P.C.
Shafer, Kline & Warren
Simon & Associates
Terracon
Trabue, Hansen & Hinshaw, Inc.
Transystems Corp

ENGINEER
ENGINEER
ENGINEER
ENGINEER
ARCHITECTS
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ARCHITECTS
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ENGINEER
ENGINEER

2nd ROUND OF CONSULTANT AGREEMENTS TO COMMISSION 2/9/10

Poepping, Stone, Bach & Associates
Malicoat-Winslow Engineers, P.C.

Engineer
Engineer

3rd ROUND OF CONSULTANT AGREEMENTS TO COMMISSION

MECO Engineering

Engineer

5TH ROUND CONSULTANT AGREEMENTS TO COMMISSION

6TH ROUND CONSULTANT AGREEMENTS TO COMMISSION

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 25 day of Feb, 2010, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and MECO Engineering Company, Inc. (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

13. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

14. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

MECO ENGINEERING COMPANY, INC.

By [Signature]

Title President

Dated: 1-28-2010

APPROVED AS TO FORM:

[Signature]
County Attorney

APPROVED:

[Signature]
Director, Boone County Public Works

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 2-25-2010

ATTEST:

[Signature]
County Clerk

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.

[Signature] 2/18/10 No Encumbrance Required
Auditor Date

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

County of Marion)
)ss
State of Missouri)

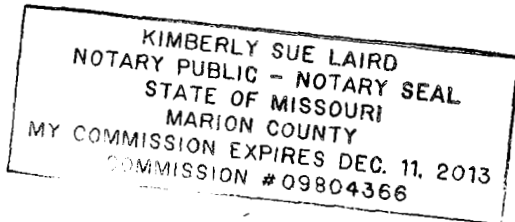
My name is Kenneth L. Woods. I am an authorized agent of MECO Engineering Co., Inc
(Consultant). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any 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.

Kenneth L. Woods 1/28/10
Affiant Date
Kenneth L. Woods
Printed Name

Subscribed and sworn to before me this 28 day of January, 20 10.

Kimberly Sue Laird
Notary Public



MECO ENGINEERING CO., INC.



ENGINEERS

SURVEYORS

3120 Highway W - Hannibal, Missouri 63401

Ph. (573) 221-4048 - FAX (573) 221-4377

CHARGE OUT RATES (Effective thru 07-31-2010)

Rates shown below are provided as a courtesy to our clients who may, from time to time, require our services on an hourly rate or time-and-materials basis.

PROFESSIONAL SERVICES

Senior Principal Engineer	\$145.00 per hour
Principal Engineer	\$125.00 per hour
Engineer Manager	\$120.00 per hour
Senior Engineer II	\$115.00 per hour
Senior Engineer I	\$110.00 per hour
Engineer	\$100.00 per hour
Staff Engineer	\$ 84.00 per hour

CHARGE OUT RATES

TECHNICAL SERVICES

Technical Manager	\$100.00 per hour
Administrative Manager	\$ 68.00 per hour
Administrative Assistant	\$ 58.00 per hour
Designer II	\$ 88.00 per hour
Designer I	\$ 78.00 per hour
Technician III	\$ 73.00 per hour
Technician II	\$ 72.00 per hour
Technician I	\$ 62.00 per hour
Inspector II	\$ 73.00 per hour
Inspector I	\$ 68.00 per hour
Field Man	\$ 45.00 per hour
Clerical	\$ 44.00 per hour
Land Surveyor II	\$ 115.00 per hour
Land Surveyor I	\$ 94.00 per hour
2 Man Survey Team	\$ 142.00 per hour
3 Man Survey Team	\$ 195.00 per hour

HOURLY RATES

REIMBURSABLE EXPENSES

Mileage (Subject to Change)	\$.64 per mile
GPS Survey Equipment	\$ 20.00 per hour
Per Diem	\$110.00 per day
Ultrasonic Testing (2 hour minimum)	\$ 80.00 per hour
Laths & Hubs	\$.90 each
Rebar	\$ 1.65 each
Post	\$ 5.50 each
Blackline 2'x3' Paper	\$ 8.50 each
Blackline 2'x3' Vellum	\$ 12.50 each
Blackline 2'x3' Mylar	\$ 19.00 each
Copies, Telephone, Postage, Miscellaneous	At Cost

Charges are payable within 10 days of Invoice for services performed. Charges not paid within 30 days of invoice shall be subject to a service charge of 1-1/2% per month on the unpaid balance, which is an annual interest rate of 19.58%.

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 25th 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 the Centro Latino de Salud, Educacion y Cultura and Boone County, Missouri for Adult Education in the amount of \$500.00. 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 25th 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

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

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

12/30/09

REQUEST DATE

11299

VENDOR NO.

Centro Latino (ADULT)

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/Subscriptio/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 4 2 0 0	Centro Latino			
		Adult Educatio			
		Contract Signing (45%)			225.00
		Mid- year Report (45%)			225.00
		Final Report and Final Payment (10%)			50.00
		FY2010			
					\$500

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.

Prepared By

Requesting Official

Auditor Approval

AGREEMENT

101-2010

THIS AGREEMENT entered into this 25 day of Feb, 2010, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Centro Latino de Salud, Educacion y Cultura, hereinafter called "Agency";

WITNESSETH:

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

La Escuela Latina - Adult Education

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 adult education services targeting adult Latino immigrants with limited or no proficiency in English. This program is intended to address the need for adult education for Latino immigrants in order to increase economic opportunity and encourage integration into the community among this population. Services will include English as a second language (ESL) classes as well as tutoring and computer access. The agency will provide approximately 160 units (one hour of ESL instruction for one Boone County resident) at an estimated cost of \$3.13 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 \$500.00 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.

XVI.

Provider agrees that the County may at its sole option and with agreement of the Provider renew this Agreement for two (2) consecutive one-year terms. Additionally, Provider agrees and understands that the County may require supplemental information to be submitted by Provider prior to any renewal of this Agreement.

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:

Roxana Juaman
President, Board of Directors

[Signature]
Secretary, Board of Directors

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 E. Pritchard by KP 2/18/10
Auditor Date

ATTEST:

Wendy S. Norenks
County Clerk

APPROVED AS TO FORM:

[Signature]
County Counselor

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 25th 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 the Centro Latino de Salud, Educacion y Cultura and Boone County, Missouri for Youth Tutoring in the amount of \$2,000.00. 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 25th 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

12/30/09

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

REQUEST DATE

11299
VENDOR NO.

Centro Latino
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)


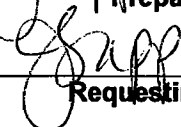
(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department #

Bill to Department #

Department				Account				Item Description	Qty	Unit Price	Amount
1	4	2	0	8	4	2	0 0	Centro Latino			
								Youth Tutoring			
								Contract Signing (45%)			900.00
								Mid- year Report (45%)			900.00
								Final Report and Final Payment (10%)			200.00
								FY2010			
											\$2000.00

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.


 Prepared By

 Requesting Official


 Auditor Approval

AGREEMENT

THIS AGREEMENT entered into this 25 day of Feb, 2010, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Centro Latino de Salud, Educacion y Cultura, hereinafter called "Agency";

WITNESSETH:

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

La Escuela Latina - Youth Tutoring

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 after school enrichment programming for Latino youth in grades K-12 during the school year. The After School Program for children in grades K-7 will operate from 3:30-5:30 p.m. (M-Th). Children will be paired on a one-to-one basis with assigned tutors to complete home work and educational activities. Transportation will be provided from the children's schools to the program. The Teen Tutoring Program for youth grades 8-12 operates from 3:30-5:30 p.m. (T and Th) will provide tutoring assistance with homework. The agency will provide approximately 377 units (One hour of after-school youth enrichment programming for one Boone County youth) at an estimated cost of \$5.31 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 \$2000.00 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.

XVI.

Provider agrees that the County may at its sole option and with agreement of the Provider renew this Agreement for one (1) consecutive one-year term. Additionally, Provider agrees and understands that the County may require supplemental information to be submitted by Provider prior to any renewal of this Agreement.

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:

Roxana Human
President, Board of Directors

[Signature]
Secretary, Board of Directors

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 E. Pitchford by KP 2/18/10
Auditor Date

ATTEST:

Wendy S. Noonen
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 Eduardo Crespi. I am an authorized agent of Centro Latino de Educacion (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.

[Signature] 2/2/2010
Affiant Date
Eduardo CRESPI
Printed Name

Subscribed and sworn to before me this 2 day of February, 2010.

[Signature]
Notary Public

CARRIE L. TYLER Notary Public - Notary Seal STATE OF MISSOURI Boone County My Commission Expires 4/28/11 Commission #07389421
--

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

25th

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 the Rainbow House and Boone County, Missouri for the Parenting Program in the amount of \$1,452.00. 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 25th day of February, 2010.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

2010

o: County Clerk's Office
Comm Order # 103-2010

PURCHASE REQUISITION

BOONE COUNTY, MISSOURI

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

12/30/09

REQUEST DATE

2945

VENDOR NO.

Rainbow House

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 4 7	Rainbow House			
		Parenting Program			
		Contract signing (45%)			653.40
		Mid- year Report (45%)			653.40
		Final Report and Final Payment (10%)			145.20
		FY/2010			
					\$1452.00

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.

Prepared By

 Requesting Official

Auditor Approval

AGREEMENT

103-2010

THIS AGREEMENT entered into this 25 day of Feb, 2010, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Child Abuse and Neglect Emergency Shelter, Inc. dba Rainbow House, hereinafter called "Agency";

WITNESSETH:

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

Parenting Program

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 parenting instruction through two sub-programs. One program will utilize the "Parenting with Love and Limits" best practice curriculum which consists of one, six-week session for parents who are dealing with teens and pre-teens who frequently display defiant, disruptive, and/or aggressive behaviors. The other will utilize the best-practice "Strengthening Families Program" for children ages 10-14 and their parents. The agency will provide approximately 47 units (one hour of parenting instruction for one Boone County child/youth or parent) at an estimated cost of \$31.14 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 \$1452.00 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.

XVI.

Provider agrees that the County may at its sole option and with agreement of the Provider renew this Agreement for one (1) consecutive one-year term. Additionally, Provider agrees and understands that the County may require supplemental information to be submitted by Provider prior to any renewal of this Agreement.

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:

BOONE COUNTY, MISSOURI
By:

Kevin Lipton
President, Board of Directors

[Signature]
Commissioner

[Signature] 2/15/10
Secretary, Board of Directors

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 therefor.

Jane E. Pritchard by LP 2/18/10
Auditor Date

ATTEST:

Wendy S. Nofen
County Clerk

APPROVED AS TO FORM:

[Signature]
County Counselor

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 25th 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 the Rainbow House and Boone County, Missouri for the Children's Emergency Shelter in the amount of \$4,804.00. 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 25th 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

20W

o: County Clerk's Office
Comm Order # 104-2010

12/30/09

PURCHASE REQUISITION

BOONE COUNTY, MISSOURI

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

REQUEST DATE

2945
VENDOR NO.

Rainbow House (Emergency Services)

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 TXXX)

(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	4	7	Rainbow House		
									Children's Emergency Shelter		
									Contract signing (45%)		2161.80
									Mid- year Report (45%)		2161.80
									Final Report and Final Payment (10%)		480.40
FY2010											
											\$4804.00

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.

Sapp
Prepared By
Sapp
Requesting Official

KP
Auditor Approval

AGREEMENT

104-2010

THIS AGREEMENT entered into this 25 day of Feb, 2010, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Child Abuse and Neglect Emergency Shelter, Inc. dba Rainbow House, hereinafter called "Agency";

WITNESSETH:

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

Children's Emergency Shelter

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 shelter for children ages birth to eighteen with two components based on the referral source. The Emergency Foster Care program will serve children who have been taken into court custody as victims of domestic violence, physical or sexual abuse, or severe emotional mistreatment. Services will be available for up to 60 days per child or until an appropriate living arrangement can be found. The Crisis Care program will serve for children ages birth to eighteen whose parents have a need to place their children) in temporary care on a voluntary basis due to family crisis and/or emergency. Parents will be provided with crisis intervention services and will be required to meet with agency staff to set goals for overcoming their crisis. Crisis care will be available 365 days of the year with services available until the current family crisis and/or emergency is resolved. Both component programs will provide children with a variety of support services including: daily care of children's basic needs including nutritious meals and clothing; transportation to and from child care and/or school and activities; communication with teachers and Children's Services caseworkers; arrangement of supervised and unsupervised visits as instructed by Children's Services; role modeling and encouragement of social skills development; encouragement of good hygiene habits; and weekly therapy with a licensed clinical social worker; medical care; and a loving, homelike environment. The agency will provide approximately 17 units (24 hours of emergency shelter and supportive services for one Boone County youth) at an estimated cost of \$275.85 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 \$4804.00 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.

XVI.

Provider agrees that the County may at its sole option and with agreement of the Provider renew this Agreement for one (1) consecutive one-year term. Additionally, Provider agrees and understands that the County may require supplemental information to be submitted by Provider prior to any renewal of this Agreement.

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:

Kei Lipton
President, Board of Directors

[Signature] 2/15/10
Secretary, Board of Directors

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.

Jose E. Pitchford by [Signature] 2/18/10
Auditor Date

ATTEST:

Wendy S. Norens
County Clerk

APPROVED AS TO FORM:

[Signature]
County Counselor

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 25th 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 the Rainbow House and Boone County, Missouri for the Transitional Living Program in the amount of \$3,881.00. 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 25th 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

12/30/09

PURCHASE REQUISITION

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

BOONE COUNTY, MISSOURI

REQUEST DATE

2945
VENDOR NO.

Rainbow House
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 TXXX)

(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	4	7	Rainbow House		
									Transitional Living Program		
									Contract signing (45%)		1746.45
									Mid- year Report (45%)		1746.45
									Final Report and Final Payment (10%)		388.10
<i>FY2010</i>											
										\$3881.00	

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.

Prepared By
Sapp

Requesting Official

Auditor Approval

AGREEMENT

105-2010

THIS AGREEMENT entered into this 25 day of Feb, 2010, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Child Abuse and Neglect Emergency Shelter, Inc. dba Rainbown House, hereinafter called "Agency";

WITNESSETH:

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

Transitional Living Program

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:

This program is intended to address the need for services for homeless youth in order to facilitate their successful transition to independence. The program will provide housing, counseling, healthcare, educational opportunities, and life skills training for youth. The program will serve youth ages 16-21, who are not in the custody of the State of Missouri, and who are not pregnant or parenting. The agency will provide approximately 41 units (One 24 hour day of transitional housing and supportive services for one youth originating from Boone County) at an estimated cost of \$94.18 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 \$3881.00 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.

XVI.

Provider agrees that the County may at its sole option and with agreement of the Provider renew this Agreement for one (1) consecutive one-year term. Additionally, Provider agrees and understands that the County may require supplemental information to be submitted by Provider prior to any renewal of this Agreement.

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:

Ken Lipton
President, Board of Directors

Sonja 2/5/10
Secretary, Board of Directors

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.

Jose G. Pitchford by RP 2/18/10
Auditor Date

ATTEST:

Wendy S. Norenes
County Clerk

APPROVED AS TO FORM:

[Signature]
County Counselor

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

25th

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 the Rainbow House and Boone County, Missouri for the Regional Child Advocacy Center in the amount of \$3,393.00. 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 25th 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

12/30/09

PURCHASE REQUISITION

BOONE COUNTY, MISSOURI

REQUEST
DATE

2945

Rainbow House

VENDOR
NO.

VENDOR NAME

PHONE #

ADDRESS

Columbia
CITY

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	4	2	0 0	Rainbow House			
								Regional Child Advocacy Center			
								Contract signing (45%)			1526.85
								Mid- year Report (45%)			1526.85
								Final Report and Final Payment (10%)			339.30
								FY2010			
											\$3393.00

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.

Prepared By

Requesting Official

Auditor Approval

AGREEMENT

THIS AGREEMENT entered into this 25 day of Feb, 2010, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Child Abuse and Neglect Emergency Shelter, Inc. dba Rainbow House, hereinafter called "Agency";

WITNESSETH:

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

Regional Child Advocacy Center

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 forensic interviews and exams for children who are victims of sexual abuse. Services will mainly be provided in the Regional Child Advocacy Center to which a child can be brought by parents, caretakers, the State of Missouri Children's Division or law enforcement officials when abuse is suspected. The center will be available for interviews 24 hours per day. A multidisciplinary approach will be used by various professionals investigating the allegations of abuse, thus reducing the trauma to the child. The agency will provide approximately 6 units (one forensic interview or SAFE exam of one Boone County child) at an estimated cost of \$534.82 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 \$3393.00 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.

XVI.

Provider agrees that the County may at its sole option and with agreement of the Provider renew this Agreement for one (1) consecutive one-year term. Additionally, Provider agrees and understands that the County may require supplemental information to be submitted by Provider prior to any renewal of this Agreement.

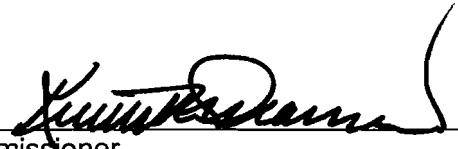
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:
By:

BOONE COUNTY, MISSOURI
By:



President, Board of Directors





Commissioner

 2/5/10

Secretary, Board of Directors

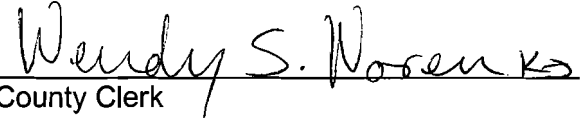
CERTIFICATION:

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.

 by 

Auditor Date

ATTEST:



County Clerk

APPROVED AS TO FORM:



County Counselor

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 25th 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 agreement between Boone County, Missouri and the Laborer's Local Union to extend the MOU through April 1, 2010. 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 25th 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

**THIRD AGREEMENT FOR EXTENSION OF MOU
TO ALLOW TIME FOR NEGOTIATION**

THIS AGREEMENT dated the 25 day of February, 2010, is made and entered into by and between Boone County, Missouri, a first class non-charter county, by and through its County Commission, herein "County," and the Laborer's Local Union 773, herein "Union."

WITNESSETH:

WHEREAS, the Union has provided timely, written notice to the County of its desire to change or revise the MOU currently in place between County and Union; and

WHEREAS, by the terms of the MOU, negotiations were to commence no later than the first day of October, 2009; and

WHEREAS, by the terms of the MOU, the current MOU will expire on December 31, 2009; and

WHEREAS, due to the pressures of time, other business of both parties and a change in the legal effect of the MOU in Missouri since the last negotiation, there has not been sufficient time for both parties to formulate positions and begin negotiations; and

WHEREAS, the parties have mutually agreed that it would be in both parties' interest to extend the existing MOU's termination date to allow for sufficient time to engage in good-faith negotiations; and

WHEREAS, the parties have previously agreed to extensions through March 1, 2010; and


WHEREAS, both parties believe additional time is necessary for good-faith negotiations;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

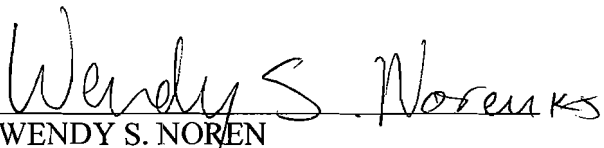
1. The parties agree that the existing MOU between the parties shall be extended to April 1, 2010.
2. The parties will make a good-faith effort to engage in negotiations regarding the amendment or revision of the MOU between the parties from and after the date of this Agreement and before the extension deadline of April 1, 2010.
3. The signatories to this agreement, by signing this agreement, represent that they have obtained authority to enter into this Agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date(s) indicated below.

BOONE COUNTY, MISSOURI
By and through its County Commission


KENNETH M. PEARSON
Presiding Commissioner

DATED: 2-25-10

ATTEST:

WENDY S. NOREN
County Clerk

LABORER'S LOCAL UNION 773

BY: Rex Taggart

Printed Name: Rex TAGGART

Title: FIELD REP

DATED: 2/24/10

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

25th

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 appointment of Kay Evans to the Judicial and Law Enforcement Task Force effective 2/25/2010 and expiring on 2/20/2013.

Done this 25th day of February, 2010.

ATTEST:

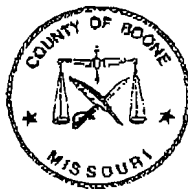
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Ken Pearson, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin District II Commissioner



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

RECEIVED FEB 2 2010

effective: 2/25/2010
expires: 2/21/2013

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: JLETF ^{Judicial & Law} _{Enforcement Task Force} Term: 2010

Current Township: COLUMBIA MO Today's Date: 2/2/10

Name: KAY EVANS

Home Address: 8400 S. WARREN SCHOOL RD. Town COLUMBIA Zip Code: 65203

Business Address: 401 LOCUST SUITE 401 Town COLUMBIA Zip Code: 65203

Home Phone: 573-446-6778 Work Phone: 573-442-1660
Fax: 573-874-8961 E-mail: kevans@hewnlaw.com

Qualifications: Public defender 6 years, Crim. defense atty in private practice 15 years, prison guard, drug & alcohol abuse counselor, BC citizen 25 years

Past Community Service: Head of criminal law committee for Boone County Bar, work w/ Blue Thunder Track Club

References: Mitt harper (573-442-1660), Rusty Antel (573-442-2454), Wanda Thomas (573-814-3159), Judge Schneider (573-886-4050)

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.

Kay Evans
Applicant
Signature

Return Application Boone County Commission Office
To: Boone County Government Center
801 East Walnut, Room 245
Columbia, MO 65201
Fax: 573-886-4311