

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 09

In the County Commission of said county, on the

8th

day of January

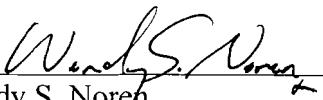
20 09


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

Now on this day the County Commission of the County of Boone does hereby approve Sole Source Purchase – 86-123109SS – Maintenance for Per Postal Software – Per Zip/Per Sort with Workwright Software of Madison, Mississippi. It is further ordered the Presiding Commissioner is hereby authorized to sign said sole source form.

Done this 8th day of January, 2009.

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

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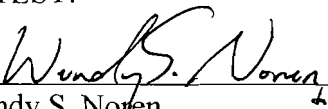
In the County Commission of said county, on the 8th day of January 20 09

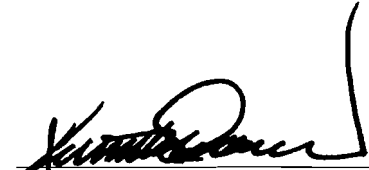
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 66-01DEC08 – Shop Fluids Term and Supply to Heathwood Oil Co., Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

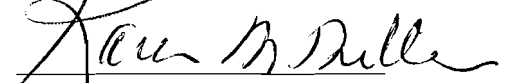
Done this 8th day of January, 2009.

ATTEST:

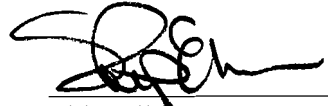

Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT
FOR
Shop Fluids Term and Supply**

THIS AGREEMENT dated the 8th day of January 2009 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Heathwood Oil Co., Inc**, herein "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **shop fluids term supply**, County of Boone Request for Bid for **Shop Fluids Term & Supply**, bid number **66-01DEC08**, any applicable addenda, the unexecuted Bid Form, as well as the Contractor's bid response dated **November 24, 2008** and executed by **Steve Shondell** on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Invitation for Bid, the unexecuted Bid Form and applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on January 1, 2009 and extend through June 30, 2009 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for three additional six-month periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to on the Response Form, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Billing and Payment - All billing shall be invoiced to the Boone County Public Works and may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. Binding Effect - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products/services are delayed or products/services delivered are not in conformity with bidding specifications or variances authorized by County, or
 - c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.


HEATHWOOD OIL CO., INC.

by 

title Pres

address **HEATHWOOD OIL CO., INC.**
Box 171655
2011 N. 10th
KAN. CITY, KANS 66117
913-321-1764

APPROVED AS TO FORM:

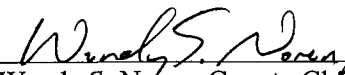

County Counselor

BOONE COUNTY, MISSOURI

by: Boone County Commission


Ken Pearson, Presiding Commissioner

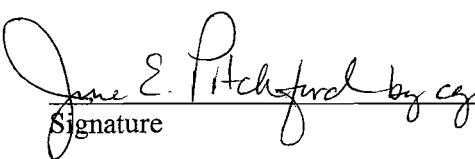
ATTEST:


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

2040/59050 Term & Supply

 by cg
Signature Date 12/30/08 No Encumbrance Required
Appropriation Account

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Steve Showell Pres

Name and Title of Authorized Representative

[Signature]

Signature

Date

12/18/08

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

County of Wyandotte)
State of Ks)ss
)

My name is STAVE SHONDELL. I am an authorized agent of _____
HEATHWOOD OIL CO. INC. (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] 12/22/08
Affiant Date
STAVE SHONDELL
Printed Name

Subscribed and sworn to before me this 22nd day of DECEMBER, 2008.

GREGORY A. SHONDELL
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Expires May 1, 2011

[Signature]
Notary Public

Department

4. Revised Response Form

4.1. Company Name: **HEATHWOOD OIL CO., INC.**

4.2. Address: **Box 171655**

4.3. City/Zip: **2011 N. 10th
KAN. CITY, KANSAS 66117**

4.4. Phone Number: **913-321-1764**

4.5. Fax Number: **913-321-1769**

4.6. Federal Tax ID: **48-0589227**

4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____ (If Individual,
Bidder must complete Certification of lawful presence in U.S. on attached form).
 Other (Specify) _____

4.7. Pricing

ITEM #	QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
4.7.1.	2,750 gal.	API Service rating CJ4/SM Detergent Oil, Heavy Duty Special II 15W-40 for gas and/or diesel engines. Tank capacity = 250 gallons bulk	\$ 6.95	\$ 19,112.50
4.7.2.	1,045 gal.	Universal Premium Transdraulic Detergent Oil with service rating , J20 C, J14C, JDT303, C3/C4, B6, Case/IH MS1207, MS1210, JIC 145, TCH, TFD. Tank Capacity = 250 gallons bulk. County requests dye to be added to the oil.	\$ 6.99	\$ 7304.55
4.7.3.	60 gal.	Anti-freeze fluid in 1 gal. containers	\$ 8.59	\$ 515.40
4.7.4.	At least 1 drum	Extended life coolant, Heavy duty (Cat EC-1 spec.) 50/50 mix in 55 gallon drum	\$ 457.99	\$ 457.99
4.7.5.	110 gal.	SAE 80-90W synthetic gear lube in 55 gallon drum	\$ 20.66	\$ 2272.60
4.7.6.	36 Boxes	High Temperature Lithium Complex NLGI No. 2GC-Li cartridge type, 10-14 oz. per box.	\$ 14.26	\$ 513.36
4.7.7.	1 barrel	High Temperature Lithium Complex NLGI No. 2GC-Li, 120 lb. per barrel	\$ 562.10	\$ 562.10
4.7.8.	120 qts.	Transmission Fluid, Dexron III	\$ 2.56	\$ 307.20
4.7.9.	120 qts.	Transmission Fluid, Mercon V: Synthetic	\$ 3.47	\$ 416.40
4.7.10.	60 gal.	DexCool or equal; meets ASTM D-3306 and D-4340, gallon containers.	\$ 10.19	\$ 611.40
4.7.11.	60 gal.	Extended life coolant, Heavy duty (Cat EC-1 spec.) 50/50 mix in gallons	\$ 8.55	\$ 513.00
4.7.12.	120 qts.	SAE 5W-20 motor oil API SL ILSAC GF-4. Ford specifications	\$ 2.95	\$ 354.00
4.7.13.	120 qts.	SAE 5W-30 motor oil with API service rating of SM	\$ 2.59	\$ 310.80

573.00

4.7.14.	60 qts.	Power Steering Fluid in 1 QT containers for Ford, General Motors and Chrysler Power Steering Units	\$ 3.57	\$ 214.20
4.7.15.	120 qts.	SAE 10W30 motor oil with API service rating of SM SH	\$ 2.52	\$ 302.40
4.7.16.	110 gal.	Transmission Fluid, Castrol TranSynd Synthetic, 55 Gallon Drum, for use in Allison Automatic Transmissions. Oil must be Allison Certified. (Transynd, Autran Syn 295, Emgard 2805, or Fleetrite Synthetic ATF ONLY).	\$ 24.83	\$ 2731.30
4.7.17.		TOTAL (4.7.1 - 4.7.19.)		\$ 26,496.80

- 4.8. Maximum Percentage Increase for: 15 % 2nd Six-months renewal
Maximum Percentage Increase for 15 % 3rd Six-months renewal
Maximum Percentage Increase for 15 % 4th Six-months renewal
- 4.8.1. Minimum discount from list for all products introduced after inception of the contract and all existing products not specified herein: NA %
- 4.9. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.
- 4.9.1. Type or Print Signed Name: Steve Shoukell
- 4.9.2. Today's Date: 11/24/08
- 4.10. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?
Yes _____ No
- 4.11. Delivery Date ARO: within 2 weeks
- 4.12. Cash Discount: NA %; Net 30 Days
- 4.13. Authorized Representative (Sign By Hand): [Signature]



BOONE COUNTY, MISSOURI
Request for Bid #: 66-01DEC08 – Shop Fluids Term and Supply

ADDENDUM #1 - Issued November 19, 2008

This addendum is issued in accordance with the Response Form of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **MUST** be acknowledged and submitted with Offeror's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

I. Changes to RFB Primary Specifications:

3. Replace *Response Form* with the attached *Revised Response Form* which outlines the following changes:

Descriptions have changed for items 4.7.1., 4.7.2., 4.7.11., 4.7.12., 4.7.13., and 4.7.15 of the Revised Bid Response.

By: _____

Dyson Boldan
Dyson Boldan, Buyer
Boone County Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # **66-01DEC08 – Shop Fluids Term & Supply**, receipt of which is hereby acknowledged:

Company Name: **HEATHWOOD OIL CO., INC.**

Address: **Box 171655**
2011 N. 10th

KAN. CITY, KANS 66117
913-321-1764

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: *Steve Sheddell* Date: *11/24/08*

Authorized Representative Printed Name: Steve Sheddell



BOONE COUNTY, MISSOURI
Request for Bid #: 66-01DEC08 – Shop Fluids Term and Supply

ADDENDUM #1 - Issued November 19, 2008

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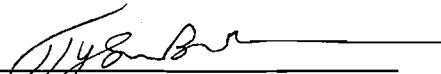
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Descriptions have changed for items 4.7.1., 4.7.2., 4.7.11., 4.7.12., 4.7.13., and 4.7.15 of the Revised Bid Response.

By: _____


Tyson Boldan, Buyer
Boone County Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # **66-01DEC08 – Shop Fluids Term & Supply**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

4. Revised Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name _____ (If Individual, Bidder must complete Certification of lawful presence in U.S. on attached form).

Other (Specify) _____

4.7. Pricing

ITEM #	QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
4.7.1.	2,750 gal.	API Service rating CJ4/SM Detergent Oil, Heavy Duty Special II 15W-40 for gas and/or diesel engines. Tank capacity = 250 gallons bulk	\$	\$
4.7.2.	1,045 gal.	Universal Premium Transdraulic Detergent Oil with service rating , J20 C, J14C, JDT303, C3/C4, B6, Case/IH MS1207, MS1210, JIC 145, TCH, TFD. Tank Capacity = 250 gallons bulk. County requests dye to be added to the oil.	\$	\$
4.7.3.	60 gal.	Anti-freeze fluid in 1 gal. containers	\$	\$
4.7.4.	At least 1 drum	Extended life coolant, Heavy duty (Cat EC-1 spec.) 50/50 mix in 55 gallon drum	\$	\$
4.7.5.	110 gal.	SAE 80-90W synthetic gear lube in 55 gallon drum	\$	\$
4.7.6.	36 Boxes	High Temperature Lithium Complex NLGI No. 2GC-Li cartridge type, 10-14 oz. per box.	\$	\$
4.7.7.	1 barrel	High Temperature Lithium Complex NLGI No. 2GC-Li, 120 lb. per barrel	\$	\$
4.7.8.	120 qts.	Transmission Fluid, Dexron III	\$	\$
4.7.9.	120 qts.	Transmission Fluid, Mercon V: Synthetic	\$	\$
4.7.10.	60 gal.	DexCool or equal; meets ASTM D-3306 and D-4340, gallon containers.	\$	\$
4.7.11.	60 gal.	Extended life coolant, Heavy duty (Cat EC-1 spec.) 50/50 mix in gallons	\$	\$
4.7.12.	120 qts.	SAE 5W-20 motor oil API SL ILSAC GF-4. Ford specifications	\$	\$
4.7.13	120 qts.	SAE 5W-30 motor oil with API service rating of SM	\$	\$

4.7.14.	60 qts.	Power Steering Fluid in 1 QT containers for Ford, General Motors and Chrysler Power Steering Units	\$	\$
4.7.15.	120 qts.	SAE 10W30 motor oil with API service rating of SM SH	\$	\$
4.7.16.	110 gal.	Transmission Fluid, Castrol TranSynd Synthetic, 55 Gallon Drum, for use in Allison Automatic Transmissions. Oil must be Allison Certified. (Transynd, Autran Syn 295, Emgard 2805, or Fleetrite Synthetic ATF ONLY).	\$	\$
4.7.17.		TOTAL (4.7.1 – 4.7.19.)		\$

- 4.8. Maximum Percentage Increase for _____ % 2nd Six-months renewal
Maximum Percentage Increase for _____ % 3rd Six-months renewal
Maximum Percentage Increase for _____ % 4th Six-months renewal

4.8.1. Minimum discount from list for all products introduced after inception of the contract and all existing products not specified herein: _____ %

4.9. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

4.9.1. Type or Print Signed Name: _____

4.9.2. Today's Date: _____

4.10. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

4.11. Delivery Date ARO: _____

4.12. Cash Discount: _____ %; Net _____ Days

4.13. Authorized Representative (Sign By Hand): _____

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

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

Company ID Number: 172914

eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

Company ID Number: 172914

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the E-Verify Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
 - B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.
5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any

Company ID Number: 172914

action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of

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employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The

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Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

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7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

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The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer HEATHWOOD OIL CO., INC

STEVE SHONDELL

Name (Please type or print)

Title

Electronically Signed

12/19/2008

Signature

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

12/19/2008

Signature

Date



Request for Bid (RFB)

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Tyson Boldan, Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: tboldan@boonecountymo.org

Bid Data

Bid Number: **66-01DEC08**
Commodity Title: **Shop Fluids Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **MONDAY – December 01, 2008**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201**
Directions: **The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.**

Bid Opening

Day / Date: **MONDAY – December 01, 2008**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form
Standard Terms and Conditions
Certification of Individual Bidder
Affidavit
Work Authorization Certification
Standard Terms and Conditions**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County. If a split award is not acceptable to a bidder, it must be stated in the bid response.

- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - The Term and Supply Contract period shall be from January 1, 2009 through June 30, 2009 and may be automatically renewed for up to an additional 3 (3) six month periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the Furnishing and Delivery of **Shop Fluids and Petroleum Products** as needed for the Boone County Public Work's Department.
 - 2.1.1. **Standard Shop Fluids and Petroleum Products** – Section 4.7.1. through Section 4.7.16. of this request lists standard shop fluids and petroleum products the County has identified as standard items to be purchased from this contract(s). **Bidder(s) shall provide ONLY brand name products when specified on the Bid Response sheet (No other equals will be accepted).** Bidders shall price each item listed. Prices will be firm for the initial contract period. Bidders must provide a maximum percentage cost increase for the second and third contract period for these items.
 - 2.2. **Quantity** - All orders will be made on an "as needed basis." The quantities specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.
 - 2.2.1. It shall be the responsibility of the Contractor to notify the County one hundred twenty (120) days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period. Price increases shall be based on nationally published price lists issued by the manufacturer. Decreases or special discounts, issued by the manufacturer, shall be reflected in immediate price reduction to the County.
 - 2.2.2. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month to month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
 - 2.2.3. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
 - 2.3. **DESIGNEE** - Boone County Public Works Department, Greg Edington, Shop Superintendent, 5551 Highway 63 South, Columbia, Missouri 65201.
 - 2.4. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Tyson Boldan, Boone County Purchasing, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4391 Fax (573) 886-4390, E-mail: tboldan@boonecountymmo.org.
 - 2.5. **DELIVERY** - Boone County Public Works Department, 5551 Highway 63 South, Columbia, Missouri 65201.
 - 2.5.1. **Delivery Terms** - FOB Destination – Inside Delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges. Contractor shall have a maximum of three (3) business days to deliver product upon notification from receipt of an order.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
 - 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use.
 - 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
 - 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name _____ (If Individual, Bidder must complete Certification of lawful presence in U.S. on attached form).

Other (Specify) _____

4.7. Pricing

ITEM #	QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
4.7.1.	2,750 gal.	API/CF, CF-2, CF-4, CI-4/SJ Detergent Oil, Heavy Duty Special II 15W-40 for gas and/or diesel engines. Tank capacity = 250 gallons bulk	\$	\$
4.7.2.	1,045 gal.	Universal Premium Transdraulic Detergent Oil with service rating , J20 C/D, J14C, JDT303, C3/C4, B6, Case/IH MS1207, MS1210, JIC 145, TCH, TFD. Tank Capacity = 250 gallons bulk. County requests dye to be added to the oil.	\$	\$
4.7.3.	60 gal.	Anti-freeze fluid in 1 gal. containers	\$	\$
4.7.4.	At least 1 drum	Extended life coolant, Heavy duty (Cat EC-1 spec.) 50/50 mix in 55 gallon drum	\$	\$
4.7.5.	110 gal.	SAE 80-90W synthetic gear lube in 55 gallon drum	\$	\$
4.7.6.	36 Boxes	High Temperature Lithium Complex NLGI No. 2GC-Li cartridge type, 10-14 oz. per box.	\$	\$
4.7.7.	1 barrel	High Temperature Lithium Complex NLGI No. 2GC-Li, 120 lb. per barrel	\$	\$
4.7.8.	120 qts.	Transmission Fluid, Dexron III	\$	\$
4.7.9.	120 qts.	Transmission Fluid, Mercon V: Synthetic	\$	\$
4.7.10.	60 gal.	DexCool or equal; meets ASTM D-3306 and D-4340, gallon containers.	\$	\$
4.7.11.	60 gal.	Extended lif coolant, Heavy duty (Cat EC-1 spec.) 50/50 mix in gallons	\$	\$
4.7.12.	120 qts.	SAE 5W-20 motor oil API SL ILSAC GF-3. Ford specifications	\$	\$
4.7.13	120 qts.	SAE 5W-30 motor oil with API service rating of SJ SH	\$	\$
4.7.14.	60 qts.	Power Steering Fluid in 1 QT containers for Ford, General Motors and Chrysler Power Steering Units	\$	\$

4.7.15.	120 qts.	SAE 10W30 motor oil with API service rating of SJ SH	\$	\$
4.7.16.	110 gal.	Transmission Fluid, Castrol TranSynd Synthetic, 55 Gallon Drum, for use in Allison Automatic Transmissions. Oil must be Allison Certified. (Transynd, Autran Syn 295, Emgard 2805, or Fleetrite Synthetic ATF ONLY).	\$	\$
4.7.17.		TOTAL (4.7.1 – 4.7.19.)		\$

- 4.8. Maximum Percentage Increase for _____ % 2nd Six-months renewal
Maximum Percentage Increase for _____ % 3rd Six-months renewal
Maximum Percentage Increase for _____ % 4th Six-months renewal

4.8.1. Minimum discount from list for all products introduced after inception of the contract and all existing products not specified herein: _____ %

4.9. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

4.9.1. Type or Print Signed Name: _____

4.9.2. Today's Date: _____

4.10. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?
_____ Yes _____ No

4.11. Delivery Date ARO: _____

4.12. Cash Discount: _____ %; Net _____ Days

4.13. Authorized Representative (Sign By Hand): _____

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- ____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- ____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- ____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name



Standard Terms and Conditions

Boone County Purchasing

601 E. Walnut, Room 209

Columbia, MO 65201

Tyson Boldan, Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase shop fluids from other suppliers.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



"No Bid" Response Form

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201
Tyson Boldan, Buyer
(573) 886-4392– Fax: (573) 886-4390

"NO BID RESPONSE FORM"

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A
BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

Bid: 66-01DEC08 – Shop Fluids Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

January Session of the January Adjourned

Term. 20 09

In the County Commission of said county, on the

8th

day of January

20 09

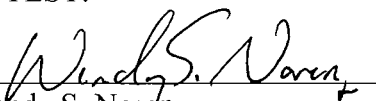
the following, among other proceedings, were had, viz:

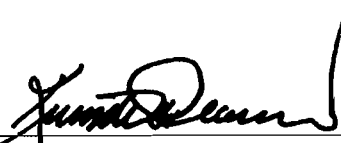
Now on this day the County Commission of the County of Boone does hereby approve the FY 2009 Social Service Contracts with the following entities and authorizes the Presiding Commissioner to sign them:

Big Brothers/Big Sisters
 Centro Latino
 Centro Latino (ADULT)
 Community Garden Coalition (Community Gardens)
 Mid-MO Legal Services
 Phoenix Programs
 Rainbow House
 Voluntary Action Center
 Boone County Council on Aging (Senior Connect)
 The Curators of the University of Missouri – Adult Day Care (Eldercare)
 Rainbow House (Emergency Services)
 Rainbow House (Transitional Living Program)
 Harrisburg Preschool and Daycare
 Harrisburg Preschool and Daycare (Summer Program)
 Central Missouri Food Bank, Inc.
 Oats, Inc.
 Services for Independent Living (Transportation)

Done this 8th day of January, 2009.

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

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 8th day of January, 2009, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Harrisburg Preschool and Day Care, Inc. hereinafter called "Agency".

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Summer Program

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2009, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

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

I.

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

The program will provide summer youth enrichment services for youth, grades K-6. The program will provide quality summer programming which will include the following activities: tutoring, math and science education, arts education, computer skills instruction and field trips. The program will also provide breakfast, lunch and a snack. The program will operate from 6:00 a.m. - 6:30 p.m. Monday-Friday during the summer when the regular school year is out of session. The agency will provide approximately 421 units (maximum subsidy for one day of summer youth enrichment programming for one Boone County youth) of service at an estimated cost of \$9.50 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the FY2009 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission 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 of Boone, or its designated agent, 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 of Boone.

IV.

Agency agrees to submit to the Office of Community Services a mid- program report, due by July 31, 2009, and a final report, due by September 30, 2009.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

County agrees to pay Agency the sum of \$4000.00 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-program 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.

This Agreement shall be for a term of twelve months commencing on January 1, 2009, and ending on December 31, 2009; 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. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding 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:

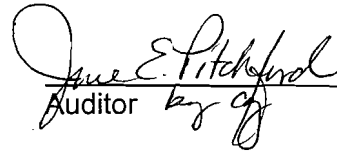

President, Board of Directors


Commissioner

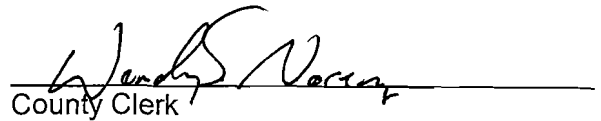

Secretary, Board of Directors

CERTIFICATION:

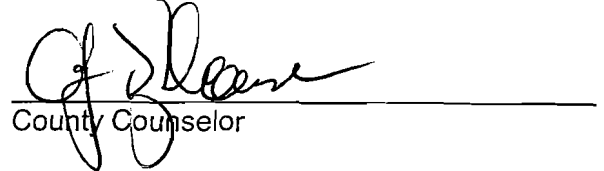
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.


Auditor by *g* 5/19/09
Date

ATTEST:


County Clerk

APPROVED AS TO FORM:


County Counselor

RECEIVED FEB 09 2009

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 8th day of January, 2009, 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, the County is desirous of providing the following social or community service:

Regional Child Advocacy Center

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2009, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the 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 3 units (one forensic interview or SAFE exam of one Boone County child) at an estimated cost of \$762.70 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the FY2009 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission 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 of Boone, or its designated agent, 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 of Boone.

IV.

Agency agrees to submit to the Office of Community Services a mid-year report, due by July 31, 2009, and a final report, due by January 31, 2010.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

County agrees to pay Agency the sum of \$2500.00 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.

This Agreement shall be for a term of twelve months commencing on January 1, 2009, and ending on December 31, 2009; 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. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding 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



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.



Auditor Date
1420-84200 #2500.00

ATTEST:



County Clerk

APPROVED AS TO FORM:



County Counselor

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 8th day of January, 2009, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Boone County Council On Aging hereinafter called "Agency".

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

SeniorConnect

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2009, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

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

I.

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

The program will provide a continuum of services including enhanced information and referral, service coordination and volunteer based support services. Clients with intensive needs receive a comprehensive assessment to determine which services the client needs to remain living independently. Referrals are made for internal support services as well as to other external agencies. The agency will provide approximately 3,263 units (15 minutes of service provision for one Boone County senior) of service at an estimated cost of \$4.29 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the FY2009 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission 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 of Boone, or its designated agent, 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 of Boone.

IV.

Agency agrees to submit to the Office of Community Services a mid-year report, due by July 31, 2009, and a final report, due by January 31, 2010.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

County agrees to pay Agency the sum of \$14000.00 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.

This Agreement shall be for a term of twelve months commencing on January 1, 2009, and ending on December 31, 2009; 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. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding 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:

BOONE COUNTY, MISSOURI

By:

By:

Doyle Tarwater
President, Board of Directors

[Signature]
Commissioner

Linda Hallney
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.

June Pitchford by KF 12/23/08
Auditor Date
1420-86630 \$14,000.00

ATTEST:

Wendy S. Wren
County Clerk

APPROVED AS TO FORM:

[Signature]
County Counselor

RECEIVED FEB 25 2009

6-2009

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 8th day of January, 2009, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Harrisburg Preschool and Day Care, Inc. hereinafter called "Agency".

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Before and After School Program

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2009, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

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

I.

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

The program will provide before and after-school youth enrichment services for youth, grades K-6. The program will provide quality before and after school programming which will include the following activities: tutoring, math and science education, arts education, and computer skills instruction. The program will operate from 6:00 - 8:30 a.m. and 2:45 - 6:00 p.m. Monday-Friday during the regular school year. The agency will provide at least 280 units (maximum subsidy for one day of before and after-school youth enrichment programming for one Boone County youth) of service at an estimated cost of \$6.00 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the FY2009 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission 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 of Boone, or its designated agent, 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 of Boone.

IV.

Agency agrees to submit to the Office of Community Services a mid-year report, due by July 31, 2009, and a final report, due by January 31, 2010.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

County agrees to pay Agency the sum of \$10000.00 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.

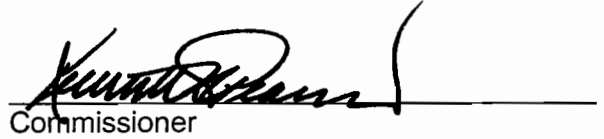
This Agreement shall be for a term of twelve months commencing on January 1, 2009, and ending on December 31, 2009; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding 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:

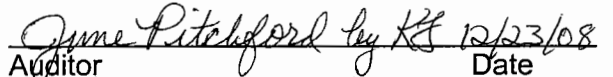

President, Board of Directors


Commissioner

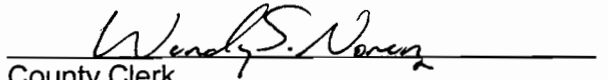

Secretary, Board of Directors

CERTIFICATION:

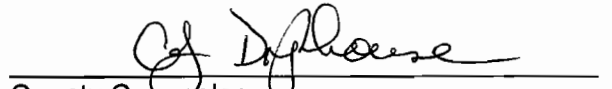
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.


Auditor Date
1420-86650 #10,000.00

ATTEST:


County Clerk

APPROVED AS TO FORM:


County Counselor

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 8th day of January, 2009, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Big Brothers/Big Sisters of Central Missouri, Inc. hereinafter called "Agency".

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Community Based Traditional Mentoring

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2009, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

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

I.

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

The program will provide mentoring services to youth ages 6-14 from a single parent family, a family with a parent in prison, or a foster family. Trained adult volunteers will be matched one-on-one with a youth under the supervision of a caseworker who will maintain monthly contact with the volunteer, parent and youth to supervise the progress of the relationship. The agency will provide approximately 271 units (one hour of mentoring for one Boone County youth) at an estimated cost of \$7.37 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the FY2009 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission 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 of Boone, or its designated agent, 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 of Boone.

IV.

Agency agrees to submit to the Office of Community Services a mid-year report, due by July 31, 2009, and a final report, due by January 31, 2010.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

County agrees to pay Agency the sum of \$2000.00 as follows:

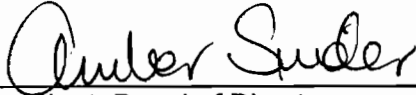
- A. The County will pay 45% of the contracted sum at the time of the signing of this contract. Upon receipt of the mid-year report, the County will pay 45% of the contracted sum.
- A. The County will pay the contracted balance of 10% after receipt of the final report.

This Agreement shall be for a term of twelve months commencing on January 1, 2009, and ending on December 31, 2009; 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. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding 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:

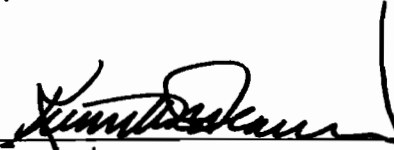
By:



President, Board of Directors

BOONE COUNTY, MISSOURI

By:



Commissioner



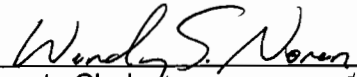
Secretary, Board of Directors

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.

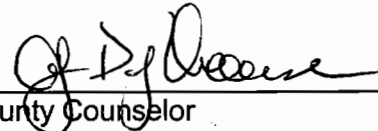
June Pitchford by KF 12/22/08
Auditor Date
1420-84200 \$2000.00

ATTEST:



County Clerk

APPROVED AS TO FORM:



County Counselor

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 8th day of January, 2009, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Services for Independent Living hereinafter called "Agency".

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Transportation

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2009, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

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

I.

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

The program will provide door-to-door transportation services from 8:00 a.m. - 5:00 p.m. Monday-Friday and Sunday for individuals with significant disabilities. Evening transportation will be provided on a scheduled basis for SIL sponsored and other community programs. Transportation service will be provided using two lift-equipped mini-buses and one ramp-equipped mini van. Consumers will use the transportation to attend programs at SIL and to shop, for health and dental care appointments, for recreation, to attend community events and for employment and education related travel. The agency will provide approximately 97 units (one (1) one-way trip for one disabled Boone County resident) at an estimated cost of \$25.84 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the FY2009 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission 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 of Boone, or its designated agent, 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 of Boone.

IV.

Agency agrees to submit to the Office of Community Services a mid-year report, due by July 31, 2009, and a final report, due by January 31, 2010.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

County agrees to pay Agency the sum of \$2500.00 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.

This Agreement shall be for a term of twelve months commencing on January 1, 2009, and ending on December 31, 2009; 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. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

FEB 27 2009

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 8th day of January, 2009, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and OATS, Inc. hereinafter called "Agency".

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

OATS, Inc.- Mid-Missouri Region

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2009, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

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

I.

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

The program will provide door to door transportation for Columbia seniors age 60 and older and person with disabilities ages 18 - 59 who cannot access other forms of transportation due to cost, availability, extent of disability or other factors. Transportation services will be provided ten (10) week days per month from 7:00 a.m. - 5:00 p.m. with riders making reservations five to seven days in advance. The agency will provide approximately 379 units (one-way trip for one Boone County resident) at an estimated cost of \$21.10 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the FY2009 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission 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 of Boone, or its designated agent, 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 of Boone.

IV.

Agency agrees to submit to the Office of Community Services a mid-year report, due by July 31, 2009, and a final report, due by January 31, 2010.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

County agrees to pay Agency the sum of \$8000.00 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.
- A. The County will pay the contracted balance of 10% after receipt of the final report.

This Agreement shall be for a term of twelve months commencing on January 1, 2009, and ending on December 31, 2009; 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. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding 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:

Nolan J. McNeill
President, Board of Directors

Doreen Yarn
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 therefor.

June Pitchford by KF 12/23/08
Auditor Date
1420-86690 \$8000.00
ATTEST:

Wendy S. [Signature]
County Clerk

APPROVED AS TO FORM:

[Signature]
County Counselor

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 8th day of January, 2009, 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, the County is desirous of providing the following social or community service:

Children's Emergency Shelter

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2009, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the 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 35 units (24 hours of emergency shelter and supportive services for one Boone County youth) at an estimated cost of \$255.07 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the FY2009 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission 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 of Boone, or its designated agent, 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 of Boone.

IV.

Agency agrees to submit to the Office of Community Services a mid-year report, due by July 31, 2009, and a final report, due by January 31, 2010.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

County agrees to pay Agency the sum of \$8825.00 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.

This Agreement shall be for a term of twelve months commencing on January 1, 2009, and ending on December 31, 2009; 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. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding this agreement.

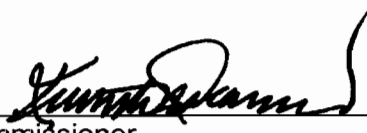
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

AGENCY:
By:

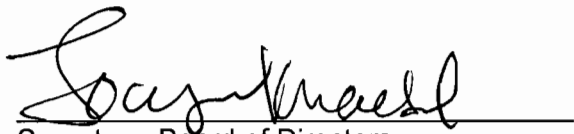
BOONE COUNTY, MISSOURI
By:



President, Board of Directors



Commissioner



Secretary, Board of Directors

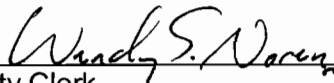
CERTIFICATION:

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.

Jaime Pitchford by KF 12/23/08
Auditor Date

1420-86647 #8825.00

ATTEST:



County Clerk

APPROVED AS TO FORM:



County Counselor

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 8th day of January, 2009, 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, the County is desirous of providing the following social or community service:

Transitional Living Program

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2009, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the 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 13 units (One 24 hour day of transitional housing and supportive services for one youth originating from Boone County) at an estimated cost of \$142.77 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the FY2009 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission 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 of Boone, or its designated agent, 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 of Boone.

IV.

Agency agrees to submit to the Office of Community Services a mid-year report, due by July 31, 2009, and a final report, due by January 31, 2010.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

County agrees to pay Agency the sum of \$1850.00 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.

This Agreement shall be for a term of twelve months commencing on January 1, 2009, and ending on December 31, 2009; 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. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding 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:

BOONE COUNTY, MISSOURI

By:

By:

D. J. Beckie
President, Board of Directors

[Signature]
Commissioner

[Signature]
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.

Jane Pitchford by KF *12/23/08*
Auditor Date
1420-86647 \$1850.00

ATTEST:

Wendy S. Noren
County Clerk

APPROVED AS TO FORM:

[Signature]
County Counselor

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 8th day of January, 2009, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Community Garden Coalition hereinafter called "Agency".

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Community Gardens

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2009, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

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

I.

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

The program will provide community gardens located throughout the City of Columbia, specifically in areas with higher populations of low-income, elderly or disabled persons within Columbia. Garden clients will be provided with prepared garden plots, seeds, plants, water and fertilizer. Master gardener volunteers will work with each community garden providing equipment and materials for growing, education programs, and individual assistance with planning and nurturing garden plots. The food produced will be consumed by the growers and their families. Excess produce will be donated to the Central Missouri Food bank Pantry to be distributed to low to moderate income Boone County residents. The agency will provide approximately 3,077 units (One (1) pound of food from community gardens or partnering donor gardens for which CGC provides seeds, plants, & inputs) at an estimated cost of \$0.65 per unit

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the FY2009 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission 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 of Boone, or its designated agent, 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 of Boone.

IV.

Agency agrees to submit to the Office of Community Services a mid-year report, due by July 31, 2009, and a final report, due by January 31, 2010.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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.

This Agreement shall be for a term of twelve months commencing on January 1, 2009, and ending on December 31, 2009; 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. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding 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:

Bill McKelvey
President, Board of Directors

[Signature]
Commissioner

[Signature]
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.

June Pitchford by KFF 12/22/08
Auditor Date
1420-84200 \$2000.00
ATTEST:

Wendy B. Doren
County Clerk

APPROVED AS TO FORM:

[Signature]
County Counselor

RECEIVED FEB 17 2009 6-2009

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 8th day of January, 2009, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Phoenix Programs, Inc. hereinafter called "Agency".

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Outpatient Substance Abuse Treatment

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2009, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

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

I.

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

The program will provide clinical, outpatient substance abuse counseling services. Services will be targeted at residents who are uninsured and otherwise unable to afford treatment. The agency will provide approximately 59 units (one hour of individual counseling for one Boone County resident) at an estimated cost of \$50.66 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the FY2009 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission 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 of Boone, or its designated agent, 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 of Boone.

IV.

Agency agrees to submit to the Office of Community Services a mid-year report, due by July 31, 2009, and a final report, due by January 31, 2010.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

County agrees to pay Agency the sum of \$3000.00 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.

This Agreement shall be for a term of twelve months commencing on January 1, 2009, and ending on December 31, 2009; 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. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding 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:

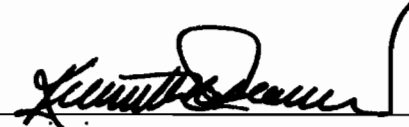
BOONE COUNTY, MISSOURI

By:

By:

 1/30/09

President, Board of Directors



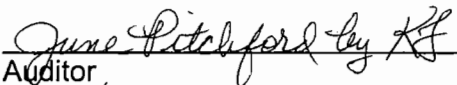
Commissioner

 1/30/09

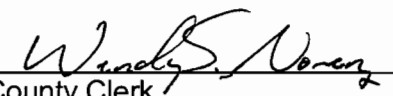
Secretary, Board of Directors
VP

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.

 12/22/08
Auditor Date
1420-84200 \$3000.00

ATTEST:



County Clerk

APPROVED AS TO FORM:



County Counselor

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 8th day of January, 2009, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Central Missouri Food Bank Network, Inc. hereinafter called "Agency".

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Central Missouri Food Bank Pantry

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2009, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

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

I.

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

The program will provide emergency food for families and individuals in need. The service is targeted to low to moderate income individuals, families, seniors and persons with disabilities. Food boxes will include enough food for all household members for a period of seven days. The agency will provide approximately 172,500 units (one (1) pound of food for Boone County residents) at an estimated cost of \$0.10 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the FY2009 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission 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 of Boone, or its designated agent, 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 of Boone.

IV.

Agency agrees to submit to the Office of Community Services a mid-year report, due by July 31, 2009, and a final report, due by January 31, 2010.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

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

This Agreement shall be for a term of twelve months commencing on January 1, 2009, and ending on December 31, 2009; 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. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding 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:

Sarah R. Maguffee
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 Pitchford by KF 12/23/08
Auditor Date
1420-86665 \$17,250.00
ATTEST:

[Signature]
County Clerk

APPROVED AS TO FORM:

[Signature]
County Counselor

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 8th day of January, 2009, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Voluntary Action Center hereinafter called "Agency".

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Family Assistance and Emergency Services

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2009, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

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

I.

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

The program will provide social services (information and referral and/or direct assistance) for families and individuals seeking social assistance in our community. Staff members will assess client needs, assist clients in accessing internal and external services, and track client populations and met and unmet needs. Services are targeted to persons at or below the poverty level and include both in-office and telephone information and referral. Many clients will be provided extended (multiple) referrals for services. The agency will provide approximately 384 units [one social services contact (information and referral and/or direct assistance)] at an estimated cost of \$7.81 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the FY2009 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission 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 of Boone, or its designated agent, 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 of Boone.

IV.

Agency agrees to submit to the Office of Community Services a mid-year report, due by July 31, 2009, and a final report, due by January 31, 2010.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

County agrees to pay Agency the sum of \$3000.00 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.

This Agreement shall be for a term of twelve months commencing on January 1, 2009, and ending on December 31, 2009; 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. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding 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

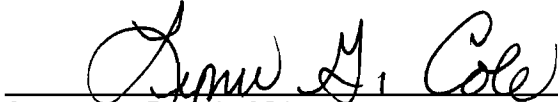
By:



President, Board of Directors



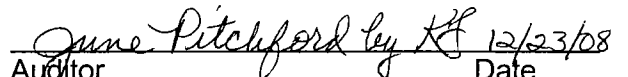

Commissioner




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.


Auditor June Pitchford by  Date 12/23/08
1420-84200 \$ 3000.00

ATTEST:



County Clerk

APPROVED AS TO FORM:



County Counselor

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 8th day of January, 2009, by and between the County of Boone, Missouri through its County Commission, hereinafter called "County", and Mid-Missouri Legal Services Corporation hereinafter called "Agency".

WITNESSETH:

WHEREAS, the County is desirous of providing the following social or community service:

Break the Cycle of Violence

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2009, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

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

I.

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

The program will provide legal services to aid in protecting residents of Boone County and their children who are victims of domestic violence by making certain that the victim is represented at the abuse hearing in court. The primary focus of the program will be to provide the victim with an attorney to file or defend divorce and custody actions and to obtain a permanent order from the court ending the relationship and establishing custody rights of the victim to their children. Clients must have an income level between 101%-125% of the federal poverty level. Both clients with and without children will be served by this program. The agency will provide approximately 109 units (one hour of legal services for one Boone County resident) at an estimated cost of \$73.12 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the FY2009 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission 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 of Boone, or its designated agent, 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 of Boone.

IV.

Agency agrees to submit to the Office of Community Services a mid-year report, due by July 31, 2009, and a final report, due by January 31, 2010.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

County agrees to pay Agency the sum of \$8000.00 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.

This Agreement shall be for a term of twelve months commencing on January 1, 2009, and ending on December 31, 2009; 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. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding 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

Mary Sue 1-27-09

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.

Auditor June Pitchford by KF Date 12/22/08
1420-84200 \$ 8000.00

ATTEST:

County Clerk

APPROVED AS TO FORM:

County Counselor

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 8th day of January, 2009, 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, the County is desirous of providing the following social or community service:

La Escuela Latina - Youth Tutoring

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2009, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the 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 294 units (One (1) 2 hour session of after-school youth enrichment programming for one Boone County youth) at an estimated cost of \$4.08 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the FY2009 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission 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 of Boone, or its designated agent, 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 of Boone.

IV.

Agency agrees to submit to the Office of Community Services a mid-year report, due by July 31, 2009, and a final report, due by January 31, 2010.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

County agrees to pay Agency the sum of \$1200.00 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.

This Agreement shall be for a term of twelve months commencing on January 1, 2009, and ending on December 31, 2009; 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. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding 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:

Roxana Huaman
President, Board of Directors

[Signature]
Commissioner

[Signature]
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.

June Pitchford by K 12/22/08
Auditor Date
1420-84200 \$1200.00

ATTEST:

[Signature]
County Clerk

APPROVED AS TO FORM:

[Signature]
County Counselor

BOONE COUNTY, MISSOURI

THIS AGREEMENT entered into this 8th day of January, 2009, 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, the County is desirous of providing the following social or community service:

La Escuela Latina - Adult Education

as stated in the proposal received by the Boone County Commission for the Boone County fiscal year 2009, which is hereby incorporated by reference as fully as if herein set forth, said proposal being the document on file in the Office of Boone County Commission, Columbia, Missouri, 801 East Walnut, Columbia, Missouri; and

WHEREAS, the Agency is agreeable to providing such services under the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the 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 96 units (one (1) two-hour ESL class or tutoring session for one Boone County resident) at an estimated cost of \$5.21 per unit.

II.

Agency agrees that the services provided under this agreement shall be provided to residents of Boone County, Missouri, and funds shall be spent as set forth in the FY2009 program budget on file at the Boone County Commission Office. Any substantive changes in the budget shall be approved by the Office of Boone County Commission 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 of Boone, or its designated agent, 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 of Boone.

IV.

Agency agrees to submit to the Office of Community Services a mid-year report, due by July 31, 2009, and a final report, due by January 31, 2010.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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.

This Agreement shall be for a term of twelve months commencing on January 1, 2009, and ending on December 31, 2009; 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. It is further understood and agreed upon that total payment for services under this agreement shall be limited to annual appropriations made available by County for funding 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 Swanen
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.

June Pitchford by KF 12/22/08
Auditor Date
1420-84200 \$500.00

ATTEST:

Wendy S. Brown
County Clerk

APPROVED AS TO FORM:

[Signature]
County Counselor