

367-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

20th

day of

August

2020

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

Now on this day, the County Commission of the County of Boone does hereby release the Irrevocable Letter of Credit No. 151886-0339 from Central Bank of Boone County in the amount of \$21,820.14. Said Letter of Credit was issued on behalf of Tompkins Homes & Development, Inc. for stormwater improvements located at Woodie Proctor Road, Columbia, Missouri, 65203. The work has been completed as required. The original Commission Order accepting the Letter of Credit is 309-2017.

Done this 20th day of August 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Jane M. Thompson
Jane M. Thompson
District II Commissioner



Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
801 E. WALNUT ROOM 315 COLUMBIA, MO 65201-7730
PHONE (573) 886-4330 FAX (573) 886-4340

BILL FLOREA, DIRECTOR

PLANNING - INSPECTIONS - ENGINEERING

August 17, 2020

Central Bank of Boone County
P.O. Box 678
Columbia, MO 65205
Attention: Austin Gaughan

Re: Bank Letter of Credit No.: 151886-0399
Dated: 06/26/2017
In Favor of Boone County, Missouri on behalf of Tompkins Homes & Development, Inc.

To Whom It May Concern:

This certificate authorizes reduction in the amount of \$21,820.14 of the above letter of credit. The remaining maximum available credit for this letter of credit is \$0.00.

BOONE COUNTY, MISSOURI

By: Daniel K. Atwill
Presiding Commissioner

APPROVED BY:

Bill Florea, Director, Resource Management

Attest:

Brianna L. Lennon
Brianna L. Lennon, Boone County Clerk

Commission Order: 367-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 20

In the County Commission of said county, on the 26th day of May 20 20

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Erosion and Sediment Control Security Extension Agreement and Letter of Credit between Boone County and Tompkins Homes and Development.

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Security Extension Agreement.

Done this 26th day of May 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

EXTENSION AGREEMENT
\$21,820.14 Letter of Credit – Rokes Bend Southwest Private Drive

THIS AGREEMENT, effective June 26, 2020, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein “County;” and Tompkins Homes and Development, herein “Tompkins.”

WHEREAS, Tompkins is constructing a private drive, Rokes Bend Southwest Private Drive, herein “Project”; and

WHEREAS, Central Bank of Boone County has issued an Irrevocable Letter of Credit to the County on behalf of Tompkins, dated June 26, 2017, in the amount of \$21,820.14, to secure stormwater improvements associated with the development; and

WHEREAS, said Stormwater Erosion and Sediment Control Security Agreement contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on June 26, 2020; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to June 26, 2021.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. Commission Order 309-2017 and the Stormwater Erosion and Sediment Control Security Agreement dated June 9, 2017, approving infrastructure security in the form of a letter of credit in the amount of \$21,820.14, with an expiration date of June 26, 2018, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the June 26, 2017 Letter of Credit such that the new expiration date will be June 26, 2020.
3. All other terms of the Stormwater Erosion and Sediment Control Security Agreement dated June 9, 2017, and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO, AGREED.

TOMPKINS HOMES & DEVELOPMENT:

By:



Printed Name: Mike Tompkins

Title: President

BOONE COUNTY:

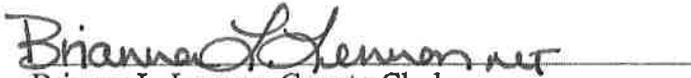
Commission Order: 309-2017

By:



Daniel K. Atwill, Presiding Commissioner

ATTEST:

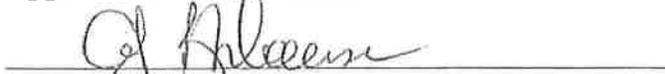

Brianna L. Lennon, County Clerk

APPROVED BY:



Bill Florea, Director
Boone County Resource Management

Approved as to legal form:



Charles J. Dykhouse, County Counselor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 17

In the County Commission of said county, on the 13th day of July 20 17

the following, among other proceedings, were had, v/z:

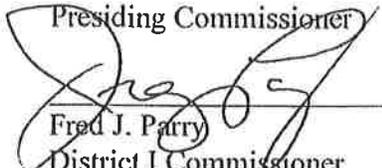
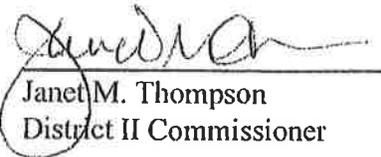
Now on this day the County Commission of the County of Boone does hereby approve the attached Erosion and Sediment Control Security Agreement and Irrevocable Letter of Credit between the County of Boone and Tompkins Homes & Development Inc.

The terms of the agreement are stipulated in the attached security agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 13th day of July, 2017.

ATTEST:


Art Auer *AKB*
Interim Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

Stormwater Erosion and Sediment Control Security Agreement

Date: June 9, 2017

Developer/Owner Name: Tompkins Homes & Development
Address: 6000 S. Hwy KK Columbia, MO 65203

ORIGINAL

Development: Rokes Bend Southwest Private Drive

This agreement is made by and between the above named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their respective obligations described in this agreement, the parties agree to the following:

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Rokes Bend Southwest Private Drive. The SWPPP and ESC plan was prepared by Crockett Engineering Consultants on February 21, 2017.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 9th day of June 2019, and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$21,820.14, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.

The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

U Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the Letter of Credit contemplated herein upon written instructions from the duly-elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to June 9, 2019, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied and the Letter of Credit can be released to Developer. If no written proof has been provided to the financial institution issuing the Letter of Credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on June 9, 2019, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Letter of Credit to the account then-designated by the Boone County Treasurer. If the total sum of the Letter of Credit is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.

9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

Developer/Owner:

By: MTK

Printed Name: Mike Tompkins

Title: President of Tompkins Homes & Development

BOONE COUNTY, MISSOURI:

Department of Resource Management

Stan Shawver

Stan Shawver, Director Resource Management

County Commission:

Daniel K. Atwill

Daniel K. Atwill, Presiding Commissioner

Attest:

Art Auer Interim

Wendy S. Noren, Boone County Clerk

Art Auer

DKB

County Treasurer

Tom Darrough

Tom Darrough, County Treasurer

Approved as to form:

C.J. Dykhouse

C.J. Dykhouse, County Counselor



IRREVOCABLE LETTER OF CREDIT

NO. 151886-0399

DATE: June 26, 2017

Amount: \$21,820.14

County of Boone
Attn: Director, Resource Management
801 E Walnut St, Rm. 315
Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on **Central Bank of Boone County** for the account of Tompkins Homes and Development, Inc., up to an aggregate amount of \$21,820.14 available by your drafts at sight. Your drafts must be accompanied by your invoice to Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under **Central Bank of Boone County** Letter of Credit #151886-0399 Dated 06/26/17."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation and delivery of documents as specified if presented to this bank on or before June 26, 2018, provided further that upon such expiration, either at June 26, 2018, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to **Central Bank of Boone County** within the 60-day period prior to the then-effective date of expiration of this letter of credit.

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

Except as expressly provided herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision), The International Chamber of Commerce Publication #500.

Sincerely yours,

By: 
Austin Gaughan, Loan Officer

Exhibit "A"
To Letter of Credit
Form of Certificate for Drawing

Boone County, Missouri letterhead

Date

Central Bank of Boone County
720 E. Broadway
Columbia, MO 65201
Attention: Austin Gaughan, Commercial Banking Officer

Re: **Central Bank of Boone County** Letter of Credit No.: **151886-0399**
Dated: 06/26/17
In Favor of Boone County, Missouri on behalf of **Tompkins Homes and Development Inc.**

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to **Central Bank of Boone County** (the "Bank"), with reference to Irrevocable Letter of Credit No. **151886-0399** (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.
2. A draft in the sum of \$ _____ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account # _____], Attention: Boone County Treasurer.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____.

BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

Attest:

APPROVED BY:


Stan Shawver, Director Resource Management

Wendy S. Noren, Boone County Clerk
Commission Order: _____

Exhibit "B"
To Letter of Credit
Form of Reduction Certificate

Boone County, Missouri letterhead

Date

Central Bank of Boone County
720 E. Broadway
Columbia, MO 65201
Attention: Austin Gaughan, Commercial Banking Officer

Re: **Central Bank of Boone County** Letter of Credit No.: 151886-0399
Dated: 06/26/17
In Favor of Boone County, Missouri on behalf of **Tompkins Homes and
Development Inc.**

Gentlemen:

This certificate authorizes reduction in the amount of \$_____ of the above letter of credit. The
remaining maximum available credit for this letter of credit is \$ _____.

BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

APPROVED BY:



Stan Shawver, Director, Planning & Building

Attest:

Wendy S. Noren, Boone County Clerk

Commission Order: _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

August Session of the July Adjourned

Term. 20 20

In the County Commission of said county, on the

20th

day of

August

20 20

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Agreement for Radio Consulting Services and Single Site Repeater at the Columbia Airport between Boone County and the City of Columbia.

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 20th day of August 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

024266
Permanent Record
Filed in Clerk's Office

Introduced by Treece

First Reading 6-15-20

Second Reading 7-6-20

Ordinance No. 024266

Council Bill No. B 132-20

AN ORDINANCE

authorizing a cooperative agreement with the County of Boone, Missouri for radio consultant services and the installation of a single site repeater at the Columbia Regional Airport; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a cooperative agreement with the County of Boone, Missouri for radio consultant services and the installation of a single site repeater at the Columbia Regional Airport. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 6th day of July, 2020.

ATTEST:

Donna L. Whalley
City Clerk Deputy City Clerk

B.S.
Mayor and Presiding Officer

APPROVED AS TO FORM:

[Signature]
City Counselor

**COOPERATIVE AGREEMENT
FOR RADIO CONSULTANT SERVICES AND SINGLE SITE REPEATER AT
COLUMBIA AIRPORT**

THIS AGREEMENT is made between the **City of Columbia**, hereinafter called the "City," and the **County of Boone**, hereinafter called "County."

WHEREAS, City and County cooperate for third party consultant services relating to radio system infrastructure and FCC licenses pursuant to a Cooperative Agreement approved in City Ordinance 022879 and County Commission Order 373-2016; and

WHEREAS, City and County have identified a need for increased radio coverage at the Columbia airport as well as a need to realign radio channels in order to prevent systemwide radio interference; and

WHEREAS, the parties have agreed to assist each other in achieving these goals;

NOW, THEREFORE, IT IS AGREED by and between the City and County as follows:

1. **Single Site Repeater Installation at Airport.** County will furnish and install a single site repeater at the Columbia Regional Airport at a mutually agreeable site at no cost to the City, including the following specific services:
 - i. County, by and through its radio consultant, will apply for and otherwise coordinate the licensing of the two (2) new frequencies required for the repeater and will program all airport staff radio user equipment.
 - ii. County will furnish, program, and install single site VHF Motorola MTR-2000 or equal repeater with duplexer and antenna.
 - iii. County will provide, through its contracted radio consultant vendor or other qualified county staff, ongoing preventative maintenance of the radio infrastructure and radio network elements that are part of the new repeater.
 - iv. County will not provide ongoing monitoring of this new, off-network channel by Boone County Joint Communications staff at this time, as the parties intend that the repeater will be used by airport staff to communicate directly with public safety agencies on an as-needed basis.

2. **Assignment of Existing Frequency.** In order to address systemwide radio interference, City will assign existing 155.625 MHz frequency to County by way of an Assignment of Authorization to be prepared by County's radio consultant and filed with the FCC. County will perform all FCC filings associated with this assignment at County's cost.

3. **Severability:** In the event that any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions or part of a provision of this Agreement, but this Agreement shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein, and such provision or part shall be reformed so it would be valid, legal and enforceable to the maximum extent permitted in such jurisdiction.
4. **Sole Benefit of Parties:** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
5. **Relationship of Parties:** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
6. **Binding Effect:** This agreement shall be binding upon the parties hereto and their respective successors in interest and successors and assigns in office.
7. **Further Actions and Cooperation:** The parties agree to fully cooperate with each other in good faith to execute such further documents and take such further actions as are necessary to give full force and effect to the terms and intent of this Agreement.
8. **Nonappropriation:** Notwithstanding any other provision of this Agreement, any obligations imposed on the City or the County herein which require the expenditure of funds are conditioned the availability of funds appropriated for that purpose.
9. **Authority:** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the day and year indicated blow.

EXECUTED BY THE CITY OF COLUMBIA ON THE 27th DAY OF July, 2020

EXECUTED BY THE COUNTY OF BOONE ON THE ____ DAY OF _____, 2020.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term, 2020

County of Boone

In the County Commission of said county, on the

20th

day of

August

2020

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

Now on this day, the County Commission of the County of Boone does hereby re-appoint the following:

Name	Board	Period
Deborah Schnedler	Regional Sewer District	September 1, 2020 thru August 31, 2025

Done this 20th day of August 2020.

ATTEST:

Brianna L. Lennon
 Brianna L. Lennon
 Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
 Fred J. Parry
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

Past Community Service: BCRSD SINCE ABOUT 2003



References: SEE PRIOR APPLICATIONS

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Robert Schneider

Applicant Signature

**Return Application
To:**

**Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311**

An Affirmative Action/Equal Opportunity Institution

370²⁰²⁰

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

20th

day of

August

20 20

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Economic Development Agreement between Boone County, the City of Columbia, the Columbia Chamber of Commerce, the Curators of the University of Missouri, and Regional Economic Development Incorporated (REDI).

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

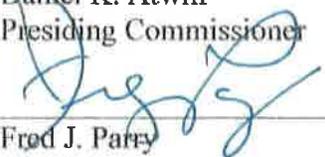
Done this 20th day of August 2020.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT, made by and among the City of Columbia, Missouri, a municipal corporation (“City”), the Columbia Chamber of Commerce, a Missouri not-for-profit 501(c)(6) corporation (“Chamber”), Boone County, Missouri (“County”), The Curators of the University of Missouri, a public corporation of the State of Missouri, on behalf of the University of Missouri, (“University”), and the Regional Economic Development Incorporated, a Missouri not-for-profit 501(c)(4) corporation (“REDI”), is entered into on the date of the last signature as noted below (“Effective Date”). This Agreement replaces the July 1, 2005, Economic Development Agreement.

WHEREAS:

- A. REDI is a non-profit public/private partnership created to enhance the vitality of business and increase the number of quality, sustainable jobs in Columbia and Boone County, Missouri.
- B. Founded in 1988, REDI is the region’s economic development organization created for the purpose of coordinating economic development activities, including business attraction, retention/expansion of existing companies, and entrepreneurship.
- C. REDI is funded by the City, the County, the University, the Chamber, and other local businesses, organizations and municipalities.
- D. The REDI partnership harnesses the synergy of collaboration, avoids the cost of duplicate efforts among its partners, and supplements taxpayers’ dollars with private investments.
- E. REDI works to attract new businesses that complement the region’s existing industries and resources; and, assists existing companies seeking to expand; and, supports entrepreneurs who wish to start a business.
- F. REDI is the point of contact for companies requesting information about Columbia and Boone County, including site and building information, comprehensive area demographics and labor availability, community tours, community leader introductions, business counseling and training opportunities, and customized state and local incentive proposals.
- G. Benefits from REDI’s collaborative efforts include increased skill level jobs that provide a living wage, increased tax base to benefit public entities such as schools, cities and the county, and diversification of the local economy resulting in long-term economic stability.
- H. In 2005, the City, the Chamber, the County, the University and REDI (collectively “the Parties”) entered into an economic development agreement dated July 1, 2005 that governed certain contribution obligations and rights that each party had with respect to the support and governance of REDI.
- I. The Parties now wish to rescind the agreement dated July 1, 2005 and replace it with this agreement.

THEREFORE, in consideration of the terms contained herein, the parties agree as follows:

- 1. The economic development agreement dated July 1, 2005 is rescinded.
- 2. The City shall pay REDI the sum of \$46,000 annually, payable on the first business day of the calendar year. The County shall pay REDI the sum of \$35,000 annually, payable on a quarterly basis. The University shall pay REDI the sum of \$35,000 annually, payable on a quarterly basis. The

Chamber shall pay REDI the sum of \$40,000 annually, payable over the course of REDI's fiscal year. Direct contributions to REDI by Chamber members other than governmental members shall be credited to the amount owed REDI by Chamber under this paragraph unless otherwise specified by the member. Direct contributions to REDI by non-Chamber members shall not be credited to the amount owed REDI by Chamber under this paragraph. Nothing contained in this Agreement shall prevent Chamber, City, County, or University from making payments to REDI in excess of its obligations under this Agreement.

3. In return for the payments described in the preceding paragraph, the Parties, other than REDI, shall be granted Class A membership in REDI with all rights described herein and in the REDI bylaws attached hereto. Those rights shall not be diminished through any action of REDI or its board for the duration of this agreement.

4. In accordance with REDI by-laws, Class A members are afforded appointments to the Board of Directors. The City and Chamber shall each appoint two voting members; and the County and University shall each appoint one voting member, to the Board of Directors of REDI to serve at the pleasure of the appointing authority for an indefinite term. The City shall have two ex-officio appointments (non-voting) which will be on a calendar year rotation of the City Council members (Wards 1 and 2 in year 1, Wards 3 and 4 in year 2, Wards 5 and 6 in year 3, and so on). In the event a Council Member declines to serve as an ex-officio member, the Council may appoint another member to serve as a substitute. The University shall also have two ex-officio appointments (non-voting), consisting of one ex-officio to represent the Missouri Innovation Center and the other ex-officio to represent the University, both of which are to be appointed by the Chancellor.

5. City shall employ an Economic Development Director as a City department head who shall also serve as President of REDI (ED Director/REDI President). The ED Director/REDI President shall be hired with the advice and counsel of the REDI Board of Directors. The ED Director/REDI President may be required by the City Manager to supervise other divisions and/or departments within the City of Columbia. The ED Director/REDI President shall perform such duties as are provided for in this agreement and such other economic development activities as may be assigned by the City Manager. City shall also provide two additional support staff for provision of economic development services plus any additional support staff to the extent set out in the annual budget of the City adopted by the City Council. Additional support staff not funded by the City shall be provided at the request of REDI provided that REDI pay the City a sum equal to the City's total cost of providing such additional staff. The ED Director/REDI President and all staff shall be employees of the City of Columbia subject to appointment and removal in accordance with the personnel policies procedures, rules and regulations of the City of Columbia. The staff shall be under the direct supervision of the ED Director/REDI President. The City Manager shall evaluate the performance of the ED Director/REDI President annually with the advice and counsel of the REDI Board of Directors.

6. REDI shall provide office space for the ED Director/REDI President and staff at a location to be determined by the REDI Board of Directors. REDI staff and programs currently reside in the Walnut Street Garage through a lease with the City of Columbia. Terms of said lease are under separate agreement. REDI shall be responsible for furnishing necessary office equipment and furnishings for all employees which is not otherwise provided by City. The City shall provide phones and computer equipment to be used by City employees only together with any such other equipment which may be approved in the annual budget adopted by the City. The REDI Board of Directors shall establish policies on purchasing and travel that shall apply if these expenses are reimbursed or paid by REDI. All travel and training using City budgeted funds shall be conducted pursuant to City policies and procedures.

7. The ED Director/REDI President and staff shall prepare a three-year Strategic Plan and corresponding Marketing Plan for REDI. The ED Director/REDI President and staff shall review both plans annually and shall either submit to the REDI Board of Directors proposed amendments to the plan or advise the Board that no amendments are necessary. The REDI staff shall submit all proposed amendments to the REDI Board of Directors for their approval.

8. The ED Director/REDI President and staff shall coordinate and implement REDI's Strategic Plan and Marketing Plan. In developing and implementing the plans, the ED Director/REDI President shall be under the general supervision of the REDI Board of Directors.

9. REDI Board of Directors shall adopt an annual budget and approve funding for programs implementing REDI's Strategic Plan and Marketing Plan.

10. The ED Director/REDI President shall submit monthly progress reports and budget reports to the Board of Directors together with the City, County, Chamber and University. The ED Director/REDI President shall also submit an Annual Report which will include financials to the Board of Directors, City, County, Chamber and University incorporating the information from the monthly reports and reflective of programs and activities of said calendar year as referenced in REDI's Strategic Plan and Marketing Plan.

11. REDI will hire an accounting firm to prepare monthly financial statements which will be provided to the Board of Directors for approval. REDI will also hire a tax preparer annually, as well as an auditor biennially (every two years).

12. City, County, Chamber, and University shall, to the greatest extent possible, coordinate their programs with the activities of the ED Director/REDI President in implementing REDI's Strategic Plan and Marketing Plan. The City, County, Chamber, University and REDI shall meet regularly and at minimum on a quarterly basis to discuss economic development initiatives, projects, strategic plan(s), programs, etc.

13. This Agreement shall be in effect from the Effective Date to December 31, 2020 and shall automatically renew for successive one year periods thereafter unless one of the following events occur:

- a. One of the parties gives written notice of termination by July 1st, in which case the Agreement will terminate at the end of the year in which notice is given;
- b. The City Council or County Commission fail to lawfully budget and appropriate funds for fulfilling their obligations under the term of this Agreement, in which case this Agreement shall terminate on the first day of the fiscal year of the political subdivision failing to make such appropriation; or
- c. At any time by written agreement of the parties properly executed by duly authorized representatives of the parties.

14. It is a nonbinding goal of the parties that this Agreement should be reviewed at least every five (5) years with the goal of either executing a new agreement or re-executing the existing agreement prior to the expiration of this agreement.

15. This Agreement includes the following exhibit, which is incorporated herein by reference:

Exhibit	Description
A	REDI Bylaws as amended March 11, 2020

In the event of a conflict between the terms and conditions of this Agreement and the exhibit attached hereto, the terms contained in this Agreement shall prevail. Should such a conflict exists, REDI agrees to amend its bylaws to be consistent with this agreement.

16. This Agreement shall not be amended except by a written document executed by duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth under each party's signature.

ATTEST:

CITY OF COLUMBIA, MISSOURI

By: 
Sheela Amin, City Clerk

By: 
John Glascock, City Manager

9/23/20

Date: September 22, 2020

APPROVED AS TO FORM:

By: 
Nancy Thompson, City Counselor/JKM

CERTIFICATION: I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, that is, account 22904810 - 504990, and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.


Matthew Lue, Director of Finance *ML*

ATTEST:

CHAMBER OF COMMERCE


Secretary

By: 
Matt Moore, Chairman

Date: 8.26.20

ATTEST:

By: Brianna J. Lennon
Brianna Lennon, County Clerk

BOONE COUNTY, MISSOURI

By: Daniel K. Atwill
Dan Atwill, Presiding Commissioner

Date: 8.20.20

APPROVED AS TO FORM:

By: CJ Dykhouse
CJ Dykhouse, County Counselor

THE CURATORS OF THE UNIVERSITY OF MISSOURI

By: Bill Turpin
Bill Turpin, Associate Vice
Chancellor for Economic Development

Date: 9/1/2020

ATTEST:

REGIONAL ECONOMIC DEVELOPMENT INCORPORATED

ATTEST:

By: Ben Ross
Ben Ross, Secretary

By: Matt Jenne
Matt Jenne, Chair

Date: 7/2/2020

CERTIFICATION:

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

Jane Pitchford by 8-14-20 1510-86685
Auditor HA Date

REGIONAL ECONOMIC DEVELOPMENT INCORPORATED
BY-LAWS

ARTICLE I

Name and Purpose

- Section 1. Name. The name of the organization is Regional Economic Development Incorporated (hereafter referred to as REDI).
- Section 2. Purpose. The purpose of the Corporation is the purpose stated in the Certificate of Incorporation issued by the State of Missouri on March 14, 1988, and includes any and all amended filings subsequent to that date.

ARTICLE II

Members of the Corporation

- Section 1. Investor Membership. There will be two classes of membership. Each is achieved through investment in the Corporation. They will be known hereafter as investors, members, or investor/members, and such investor/members shall be designated as Class A or Class B. Investor membership does not guarantee a seat on the Board of Directors.
- Section 2. Class A Membership. The City of Columbia, the Columbia Chamber of Commerce, Boone County, the University of Missouri and any investor/member meeting the requirements of Article VII, Section 2 shall be Class A members, due to their respective levels of investment in the Corporation.
- Section 3. Class B Membership. Any individual, corporation, partnership, professional organization or other entity in the Columbia/Boone County area may become a Class B member by paying the annual dues.
- Section 4. Voting Rights of Members. Each Class A member shall have one vote for each Director it has the right to elect to the Board of Directors pursuant to Article III, Section 1. All Class B members shall have equal voting rights.
- Section 5. Meetings. The Annual Meeting of the members for the purpose of announcing Directors/Officers shall be held in November, with ten days prior notice to all members. Special meetings of the investors/members may be called by the Board of Directors, or as provided by law. At least ten days written notice of the time and place of meeting shall be given to all members.

ARTICLE III

Board of Directors

The Class A Directors may at their discretion appoint non-voting Ex-Officio Directors to the Board to serve in advisory capacities. Such appointments shall be re-affirmed on or before

September 15 by a meeting of the Class A Directors. The Boone County communities of Sturgeon, Centralia, Hallsville and Ashland, upon paying their dues, may appoint a representative to serve as a non-voting Ex-Officio REDI Board member.

Section 1. Number. The Board of Directors shall consist of eighteen (18) members, plus any Ex-Officio Directors. The term of all Directors shall commence on October 1. The Board of Directors shall be chosen as follows:

Two (2) Directors, the Mayor and City Manager of Columbia, Missouri shall serve at the pleasure of the Columbia City Council for an indefinite term.

Two (2) Directors shall be appointed by the Board of Directors of the Columbia Chamber of Commerce, to serve at the pleasure of the Chamber for an indefinite term.

One (1) Director shall be appointed by the Boone County Commission, to serve at the pleasure of the Commission for an indefinite term.

One (1) Director shall be appointed by the Chancellor of the University of Missouri-Columbia, to serve at the pleasure of the Chancellor for an indefinite term.

Twelve (12) Directors shall be elected by Class B Directors and should be chosen from the Class B Membership. The election shall be held prior to the Annual Meeting. Electronic voting is permissible.

Section 2. Powers. All power and authority of the Corporation shall be vested in the Board of Directors and committees thereof, and all or any part of such power and authority may be delegated to such committees of the Board of Directors as the Board, from time to time, may determine by resolution.

Section 3. Vacancies. Vacancies in the Class B Directors chosen from the Class B membership by Class B members shall be filled by written vote prior to the Annual Meeting. Prior to each Annual meeting of the membership, the Chair shall appoint a nominating committee to recommend qualified individuals to be elected Directors. Nominations will be solicited from the Class B membership prior to a written vote. The recommendations of the nominating committee shall be communicated to all investors/members by written ballot before the Annual meeting. The elected Class B Directors will be announced at the Annual Meeting. The Board of Directors may fill a vacancy in the office of Director elected under this category temporarily by appointing an interim Director to serve the remaining term. No Class B Director, who has served as a Director for more than six consecutive years, shall be re-elected a Director until he or she has been off the Board of Directors for at least one year.

Section 4. Forfeiture. It shall be an administrative duty of the office to keep track of eligibility for service and routinely notify the executive committee and the offending members as outlined in the following subsections a, b, c and d.

- a. Any Class B Director shall automatically forfeit office if delinquent in paying dues for more than one hundred twenty (120) days.
- b. When a qualified successor is not able to assume office at the expiration of a Director's term, the Director shall continue to serve until a qualified successor has been elected.
- c. A Director who was elected as a representative from a Class B investor/member organization shall forfeit his/her office when he/she no longer represents a Class B investor/member organization.
- d. Any elected Director shall automatically forfeit his/her office if he/she fails to attend three consecutive regularly scheduled meetings of the Board of Directors, without being excused for good cause by the Chair.
- e. In circumstances where the board term of the current vice chair will expire before the end of his/her term as vice chair, the Board of Directors may, by the affirmative vote of two-thirds of the entire Board of Directors, extend the board term of the vice chair for the purpose of permitting him / her to serve as chair. This vote shall occur concurrently with the election of Officers for the upcoming year. When invoked, this section shall have no effect on the appointment, election or term of any other board member, and shall effectively add a nineteenth member to the board for those years. The vice chair shall have full voting rights.
- f. With the affirmative vote of two-thirds of the entire Board of Directors, the term of an immediate past chair may be extended annually until the next outgoing chair is able to fill this role. The vote shall occur concurrently with the election of Officers for the upcoming year. When invoked, this section shall have no effect on the appointment, election or term of any other board member, and shall effectively add a twentieth member to the board for those years. The past chair shall have full voting rights.

Section 5. Meetings. Regular meetings of the Board of Directors shall be held at the office of REDI or a location, time and place determined by the Chair with the concurrence of the Presidents.

- a. Special meetings of the Board of Directors may be called by the chair or by any six (6) Directors upon giving reasonable notice of the time, place and purpose of the proposed meeting, to the other Directors.
- b. The chair shall preside at meetings of the Board of Directors and shall have the same right to vote as other Directors.

Section 6. Quorum. Ten (10) Directors shall constitute a quorum for the transaction of business. The affirmative vote of a majority of the entire Board of Directors shall be necessary to adopt any resolution or motion. Directors must be present at the meeting to cast a vote, unless the Board has agreed, by resolution, for a written

vote. Electronic voting, when a quorum is not present, is permissible. A Director may abstain on any vote and such vote will not count in the affirmative.

Section 7. Committees. The Board of Directors may establish, by resolution, such committees as it deems advisable. Committees shall have such powers as are designated by the Board of Directors.

ARTICLE IV Officers

Section 1. Officers. The Officers of the Corporation shall be a chair, vice chair, president, treasurer and secretary. Only members of the Board of Directors shall be eligible for the offices of chair, vice chair, treasurer and secretary. The officers shall be appointed by the Board of Directors at a meeting prior to the Annual Meeting. A vacancy in any office other than president shall be filled for the unexpired term, by the Board of Directors. Officers other than president shall serve for terms of one year and/or until their successors have been appointed. All officer terms shall commence on October 1.

Section 2. Chair. The chair shall be the principal Executive Officer of the Corporation. The chair may sign, with the secretary of the Corporation, any contracts or other instruments that the Board of Directors has authorized to be executed, except where such signing has been expressly delegated to another Officer by law, or by the Board of Directors.

Section 3. Vice Chair. In the absence of the chair or in the event of the chair's inability or refusal to act, the vice chair shall perform the duties of the chair. The vice chair shall perform such other duties as may be prescribed by the chair or Board of Directors.

Section 4. President. The economic development director of the City of Columbia shall serve as president. In the absence of the chair and vice chair, or in the event of the chair's or the vice chair's inability or refusal to act, the president shall perform the duties of the chair. When presiding at meetings of the Board of Directors, the president shall not have the right to vote.

Section 5. Secretary. The secretary shall keep the minutes of the meetings of the Board of Directors and of the investors/members. The secretary shall be custodian of the corporate records. The secretary shall perform such other duties as may be prescribed by the chair of the Board of Directors.

Section 6. Treasurer. The treasurer shall perform such duties as may be prescribed by the Board of Directors.

Section 7. Compensation. All Directors and Officers shall serve without compensation.

ARTICLE V
Contracts

No Officer, Director, committee or investor/member of the Corporation shall contract or incur any debt or obligation on behalf of the Corporation, or in any way render it liable, unless duly authorized by the Board of Directors.

ARTICLE VI
Elections

Section 1. Ballots. Class B Directors, elected by Class B Investors shall be by written ballot prior to the Annual Meeting. Voting by electronic ballot is permissible.

ARTICLE VII
Dues

Section 1. Class B. Each Class B investor/member of the Corporation shall pay dues annually. With proper notice, the board of directors shall have the option at any time of increasing dues. Individual memberships pay a minimum of five hundred (\$500) per year and businesses pay a minimum of one thousand dollars (\$1,000) per year in dues. The Directors may adopt by annual resolution a dues structure providing incentive and recognition of investors who contribute in excess of the required minimum. Dues shall be paid on a fiscal year basis and shall only be prorated at a rate of \$250 for individual memberships and \$500 for businesses should a new member join mid-fiscal year, otherwise dues will not be prorated. Dues may be paid directly to the Corporation. Payments made by Class B investors who are members in good standing of the Columbia Chamber of Commerce shall be credited in support of the Chamber's participation as a Class A Investor/Member under Section 2 of this Article.

- a. Class B investors/members may provide dues in the form of in-kind services to the corporation valued at one thousand dollars (\$1,000) or more per year. In-kind Membership could be prorated at a value of \$500 should a new member join mid-fiscal year The REDI Executive Committee will review and approve proposed trade agreements.

Section 2. Class A. Class A Investors shall pay a minimum rate of dues of \$35,000 to the Corporation annually in support of operational expenditures.

ARTICLE VIII
Seal

The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and the words "corporate seal."

ARTICLE IX
Indemnification of Officers and Directors

- Section 1. Definition. Each Director and Officer of the Corporation now or hereafter serving as such, shall be indemnified by the Corporation against any and all claims and liabilities to which he or she has or shall become subject, by reason of serving or having served as such Director or Officer, or by reason of any action alleged to have been taken, omitted or neglected by him or her, as Director or Officer. The Corporation shall reimburse each such person for all legal expenses reasonably incurred by him or her in connection with any such claim or liability provided, however, that no such person shall be indemnified against, or be reimbursed for, any expense incurred in connection with any claim or liability arising out of his or her own willful misconduct or gross negligence.
- Section 2. Insurance. The Corporation is authorized to procure, pay for, and maintain policies of insurance to indemnify the Corporation, its Officers and Directors, in respect of claims which might be made against the Corporation, its Officers and Directors. The amount paid to any Officer or Director by way of indemnification shall not exceed his or her actual, reasonable and necessary expenses incurred in connection with the matter involved, nor shall it include any amount paid by any insurance company pursuant to coverage maintained by the Corporation for such purposes.
- Section 3. Exclusions. The right of indemnification provided for herein shall not be exclusive of any rights which any Director or Officer of the Corporation may otherwise be entitled to by law.

ARTICLE X
Review and Amendments

- Section 1. Process to amend. Any Director may propose an amendment to the By-Laws providing each Director with a copy of the proposed amendment and requesting that the proposed amendment be placed on the agenda of a meeting of the Board of Directors.
- Section 2. Requirements for adoption of an amendment. An amendment to these By-Laws shall be adopted by the affirmative vote of two-thirds of the entire Board of Directors taken at the next regular meeting following the proposal of the amendment.
- Section 3. The By-Laws shall be reviewed biennially prior to the annual meeting of the members in that year and accepted by an affirmative majority vote by the members present at that annual meeting.

ARTICLE XI
Dissolution

Upon dissolution of the corporation, the assets of the corporation which remain after payment of its obligations has been made or provided for, and after return, transfer, or conveyance of assets held upon condition requiring such return, transfer, or conveyance, shall be transferred to the City of Columbia; the Columbia Chamber of Commerce; Boone County, Missouri; the University of Missouri; or any non-individual Member in amounts as the Board of Directors may determine.

(Amendment Article XI Approved
at REDI Board of Directors Meeting
on March 11, 2020)

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

August Session of the July Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

20th

day of

August

20 20

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Agreement for CARES Funding for Hotspots for Boone County School Districts between Boone County and Columbia Public Schools.

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 20th day of August 2020.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



AGREEMENT FOR CARES FUNDING Hotspots for School Districts

THIS AGREEMENT dated the 20th day of August, 2020 is made between **Boone County, Missouri**, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "**County**" and the **Columbia Public Schools**, a political subdivision of the State of Missouri, hereinafter referred to as "**CPS**".

WHEREAS, County received \$21,171,910.00 in funding from the State of Missouri as County's allocated share of the CARES Act (Coronavirus Aid, Relief and Economic Security Act) funding from the federal government; and

WHEREAS, County desires to administer said funding in a transparent, accountable, and fiscally-responsible manner; and

WHEREAS, County is in the process of standing-up a web portal for the processing of applications and reimbursement requests for CARES funding but that process is not yet completed; and

WHEREAS, CPS has joined with Centralia R-VI, Hallsville R-IV, Harrisburg, Sturgeon, and Southern Boone School Districts in identifying the collective, anticipated need for hotspots to facilitate remote learning during times when COVID-19 in our community causes a need for remote learning modalities; and

WHEREAS, County desires to support CPS's efforts in approving a funding request to allow CPS to acquire hotspots for CPS's use and for distribution to the other school districts on the estimated basis of the Districts' letter to the County Commission dated July 27, 2020 and with updated pricing at \$240/hotspot; and

WHEREAS, CPS can acquire the hotspots at preferred pricing and is willing to distribute and invoice the other school districts at its preferred pricing rate for hotspots; and

WHEREAS, CPS can prepay for the anticipated service for one-year as such prepayment is consistent with its ordinary course policies and procedures; and

WHEREAS, County will make payments up to the not-to-exceed approved contract amounts on a reimbursement basis upon provision by CPS of adequate documentation showing appropriately incurred expenses in furtherance of this agreement; and

WHEREAS, the parties agree to cooperate on the form and content of expenditure documentation, including submission through the County's electronic portal when that portal is operational; and

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

1. **US Treasury Department Guidance.** The guidance and FAQs issued by the US Department of Treasury, most recently updated as of July 8, 2020, is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This agreement shall consist of this Agreement for CARES funding, the Boone County federal funding certification dated April 29, 2020, and the letter dated July 27, 2020 from the superintendents of the Centralia R-VI, Columbia Public Schools, Hallsville R-IV, Harrisburg, Sturgeon, and Southern Boone School Districts. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of conflict between any of the attached documents, the terms, conditions, provisions, and requirements contained in this Agreement for CARES funding shall prevail and control.

3. **Approved Funding / Contract Not-To-Exceed.** County approves CPS's funding application/proposal in an amount **not-to-exceed \$322,800.00** for anticipated expenditures, it being understood that CPS will procure the hotspots in the following approximate quantities at CPS's preferred unit costs of \$240.00/hotspot and CPS will distribute to the other school districts as appropriate:

a. Centralia R-VI:	15 hotspots
b. Columbia Public Schools:	700 hotspots
c. Hallsville R-IV:	100 hotspots
d. Harrisburg:	80 hotspots
e. Sturgeon:	50 hotspots
f. Southern Boone:	400 hotspots
g. TOTAL HOTSPOTS:	1345 total hotspots

4. **Reimbursement Requests and Payment.** Contract payments shall be made on a reimbursement basis upon the presentation of adequate documentation of CPS's incurred expenditures to Boone County's Office of Emergency Management (OEM). CPS will cooperate with County, by and through County's OEM, on the form, content, and the manner of, submitting documentation of expenditures to trigger a reimbursement under this Agreement.

5. **Representations With Each Reimbursement Request.** With each reimbursement request, CPS will certify as follows:

- a. The expenditures were 1) necessary expenditures incurred due to the public health emergency with respect to COVID-19; 2) not accounted for in the budget most recently approved as of March 27, 2020; and 3) incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.
- b. Expenditures adhere to applicable, official federal guidance on what constitutes a necessary expenditure for purposes of the CARES Act.
- c. The reimbursement request is not being used for expenditures for which CPS received any other emergency COVID-19 supplemental funding for the same expense.
- d. Any reimbursement that is later found to not adhere to applicable federal restrictions shall be returned to County.
- e. The person signing the reimbursement request and certification has authority to do so on behalf of and for CPS.

6. ***Other Funding Sources / Avoiding Duplication of Funding.*** CPS shall not invoice County for expenses invoiced to another funding source. CPS shall provide documentation and assurance to County that requests for reimbursement from County is not a duplication of reimbursement from any other source of funding.

7. ***Audits and Records Retention.*** CPS agrees to keep, maintain, and make available to County or its designee records relating to this contract agreement sufficient to verify the expenditure of funds in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal.

8. ***Modification or Amendment.*** In the event CPS requests to make any change, modification, or an amendment to funded services, one-time items, activities, and/or programs covered by this contract, a request of the proposed modification or amendment must be submitted in writing to the County's Office of Emergency Management for consideration and possible approval by the County Commission.

9. ***Compliance with Laws.*** In performing all services under the resulting contract agreement, CPS shall comply with all applicable local, state, and federal laws.

10. ***Discrimination.*** CPS will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply will applicable provisions of federal and state laws, county or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

11. ***Subcontracts.*** CPS may enter into subcontracts for components of the contracted service as CPS deems necessary within the terms of the contract. All such subcontracts require the written approval of County or its designated representative. Any

subcontractor shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

12. **Employment of Unauthorized Aliens Prohibited.** CPS agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. CPS shall require each subcontractor to affirmatively state in its Agreement with the CPS that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each subcontractor to provide CPS a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

13. **Termination.** This Contract may be terminated, with or without cause, by either party upon thirty (30) days written notice to the other party. In addition, the agreement may be terminated by County upon 15 days' written notice for any of the following reasons:

- a. Due to the material breach of any term or condition of this Agreement; or
- b. If appropriations are not made available and budgeted as required by Missouri law.

14. **Indemnification and Hold Harmless.** To the extent permitted under Missouri law, CPS agrees to hold harmless, defend and indemnify the County, its officials, directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of the CPS's services (meaning anyone, including but not limited to consultants having a contract with the CPS or subcontractor for part of the services), or anyone directly or indirectly employed by the CPS, or of anyone for whose acts CPS may be liable in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

15. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the County and CPS.

16. **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.

17. **Entire Agreement.** This agreement constitutes the entire agreement between the parties as to this funding application/proposal and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement. It is anticipated the parties may have other agreements that address other funding applications/proposals for CARES funding.

18. **Notice.**

- a. Any written notice or communication to **County** shall be mailed or delivered to: Boone County OEM, CARES funding program, 2145 County Drive, Columbia, MO 65202.
- b. Any written notice or communication to **CPS** shall be mailed or delivered to: Columbia Public Schools, Attn: CFO, 1818 W. Worley Street, Columbia, MO 65203.

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

Columbia Public Schools

By:



Helen Wade, President, Board of Education

ATTEST:



Tracy Davenport, Secretary, Board of Education

Boone County, Missouri

By: Boone County Commission



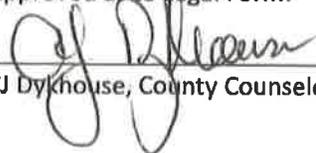
Daniel K. Atwill, Presiding Commissioner

ATTEST:



Brianna L. Lennon, County Clerk

Approved as to Legal Form:



CJ Dykhouse, County Counselor

BOONE COUNTY AUDITOR CERTIFICATION: In accordance with RSMo. §50.660, 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.)



Signature



Date



Appropriation Account



July 27, 2020

Dear Commissioners Atwill, Parry, and Thompson:

The Six Superintendents of Boone County's Public Schools are writing you today with a request for assistance. In preparation for the 2020-21 school year, each of our school districts have used federal CARES monies to purchase personal protective equipment (PPE). We've purchased cloth masks, disposable masks, and plastic facial shields. We've purchased additional soap and additional hand sanitizer stations. We've purchased additional cleaning chemicals as well as plexiglass barriers for high traffic areas. We've purchased thermometers and additional technology. Today, we write to you on the topic of technology.

We believe technology is a public infrastructure issue. Hotspots, specifically, can mean the difference between a child accessing school or not. In fact, hotspots make it possible for families to also access healthcare providers, including the many mental health agencies funded by the Boone County Children's Services Fund.

The table below represents the needs we have in each of our public school districts. It is reasonable to believe that Columbia Public Schools (CPS) could probably work out a deal with T-Mobile to allow all of the Boone County Schools the advantage of a significantly lower per unit cost. CPS did this with cloth masks and saved the smaller districts money.

Boone County School District Requests

Technology			
School District	Cost/Hotspot	# of Items	Total Hot Spot Cost
Centralia R-VI	\$360	15 hotspots	\$5,400
Columbia Public Schools	\$182	700 hotspots	\$127,400
Hallsville R-IV	\$510	100 hotspots	\$51,000
Harrisburg	\$510	80 hotspots	\$40,800
Sturgeon	\$510	50 hotspots	\$25,500
Southern Boone	\$480	400 hotspots	\$192,000
Totals:	\$182.00 - \$510	-----	\$391,151

Thank you for the opportunity to make this request to you in advance of the formal process beginning.
Sincerely,

Steven Chancellor
Centralia

Peter Stiepleman
Columbia

John Downs
Hallsville

Steve Combs
Harrisburg

Geoff Neill
Sturgeon

Chris Felmlee
Southern Boone



FEDERAL FUNDING CERTIFICATION

I, Daniel K. Atwill, am the chief executive of Boone County, Missouri, and I certify that:

1. I have the authority on behalf of Boone County, Missouri to request direct payment from the State of Missouri pursuant to Section 14.435 of SS SCS HCS HB 2014, from the allocation of funds to the State of Missouri from the Coronavirus Relief Fund as created in the CARES Act.
2. I understand that the State of Missouri will rely on this certification as a material representation in making a direct payment to Boone County, Missouri.
3. Boone County, Missouri's proposed uses of the funds provided as direct payment under Section 14.435 of SS SCS HCS HB 2014 will be used only to cover those costs that:
 - a. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) ("necessary expenditures");
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020, for Boone County, Missouri; and
 - c. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
4. Funds provided as direct payment from the State of Missouri pursuant to this certification for necessary expenditures that were incurred during the period that begins on March 1, 2020, and ending on December 30, 2020, that are not expended on those necessary expenditures on or before March 31, 2021, by the political subdivision or its grantee(s), must be returned to the State of Missouri on or before April 1, 2021.
5. Funds provided as a direct payment from the State of Missouri pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds expended by a political subdivision or its grantee(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Missouri.
6. Any local government entity receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts. Such documentation shall be produced to the State of Missouri upon request.
7. Any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
8. Funds received pursuant to this certification cannot be used for expenditures for which a local government entity has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

9. A county or city not within a county may use funds received pursuant to this certification to make a grant to any other political subdivision within its jurisdiction. Such a grant shall be used solely for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), that were not accounted for in the budget most recently approved as of March 27, 2020, and that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. The county or city within a county issuing the grant is responsible for the documentation requirements in section 6 of this certification.

I certify under the penalties of perjury set forth in Section 575.040, RSMo, that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

By: Daniel K. Atwill

Signature: 

Title: Presiding Commissioner, Boone County, Missouri

Date: April 29, 2020

Subscribed and sworn to before me this _____ day of _____, 2020.

Notary Public

My commission expires _____.

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of July 8, 2020**

The following answers to frequently asked questions supplement Treasury's Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, ("Guidance").¹ Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the "substantially dedicated" condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a "substantially different use" for purposes of the Fund eligibility?

Costs incurred for a "substantially different use" include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

Note that a public function does not become a "substantially different use" merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

¹ The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a “broad range of uses” including payroll expenses for several classes of employees whose services are “substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers’ compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a “payroll support program” for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include “[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

May a State impose restrictions on transfers of funds to local governments?

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the interest expense payable on TANs by the borrower and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

May recipients use Fund payments to provide loans?

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

May funds be used to satisfy non-federal matching requirements under the Stafford Act?

Yes, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund's eligibility criteria and the Stafford Act. Regardless of the use of Fund payments for such purposes, FEMA funding is still dependent on FEMA's determination of eligibility under the Stafford Act.

Must a State, local, or tribal government require applications to be submitted by businesses or individuals before providing assistance using payments from the Fund?

Governments have discretion to determine how to tailor assistance programs they establish in response to the COVID-19 public health emergency. However, such a program should be structured in such a manner as will ensure that such assistance is determined to be necessary in response to the COVID-19 public health emergency and otherwise satisfies the requirements of the CARES Act and other applicable law. For example, a per capita payment to residents of a particular jurisdiction without an assessment of individual need would not be an appropriate use of payments from the Fund.

May Fund payments be provided to non-profits for distribution to individuals in need of financial assistance, such as rent relief?

Yes, non-profits may be used to distribute assistance. Regardless of how the assistance is structured, the financial assistance provided would have to be related to COVID-19.

May recipients use Fund payments to remarket the recipient's convention facilities and tourism industry?

Yes, if the costs of such remarketing satisfy the requirements of the CARES Act. Expenses incurred to publicize the resumption of activities and steps taken to ensure a safe experience may be needed due to

the public health emergency. Expenses related to developing a long-term plan to reposition a recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the Fund.

May a State provide assistance to farmers and meat processors to expand capacity, such to cover overtime for USDA meat inspectors?

If a State determines that expanding meat processing capacity, including by paying overtime to USDA meat inspectors, is a necessary expense incurred due to the public health emergency, such as if increased capacity is necessary to allow farmers and processors to donate meat to food banks, then such expenses are eligible expenses, provided that the expenses satisfy the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance.

The guidance provides that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. May Fund payments be used to cover such an employee's entire payroll cost or just the portion of time spent on mitigating or responding to the COVID-19 public health emergency?

As a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020. An employer may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department.

May Fund payments be used to cover increased administrative leave costs of public employees who could not telework in the event of a stay at home order or a case of COVID-19 in the workplace?

The statute requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As stated in the Guidance, a cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. If the cost of an employee was allocated to administrative leave to a greater extent than was expected, the cost of such administrative leave may be covered using payments from the Fund.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

Are Fund payments to State, territorial, local, and tribal governments considered grants?

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Are Fund payments subject to other requirements of the Uniform Guidance?

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?

Yes. The CFDA number assigned to the Fund is 21.019.

If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-

specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.