

5/6 -2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

24th

day of November

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 Contract Amendment Number Three - 43-17OCT16 - Pest Control Services.

Terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number Three.

Done this 24th day of November 2020.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Pary
Fred J. Pary
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

516-2020
Commission Order:
Date: 11/25/2020

**CONTRACT AMENDMENT NUMBER THREE
AGREEMENT FOR
PEST CONTROL SERVICES**

The Agreement **43-17OCT16** dated the 15th day of December 2016 made by and between Boone County, Missouri and **Wingate Pest Management, LLC** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. ADD a new building location to paragraph 5.2. of our contract with site visits and the application of pest control chemicals occurring quarterly.

Location	Address	Square Footage	Unit Price	Qty	Extended Total
ECC Support Building	2177 E. County Drive	11,735	\$80.00	4	\$320.00

2. CHANGE the number of site visits for the Boone County Jail from 12 a year to 24.

Location	Address	Square Footage	Unit Price	Qty	Extended Total
BC Jail	2121 County Drive	39,000	\$155.00	24	\$3,720.00

3. The County is renewing the contract for the period **January 1, 2021 through December 31, 2021**. Below is the pricing with locations for 2021:

Location	Address	Sq Ft	Qty	Unit Price	Extended Total
Alternative Sentencing Center	607 East Ash Street	5,700	4	\$ 70.00	\$280.00
Boone County Annex	613 East Ash Street	5,211	4	\$ 70.00	\$280.00
Johnson Building	601 East Walnut Street	14,896	4	\$ 90.00	\$360.00
Community Services & IV-D	605 East Walnut Street	4,956	4	\$ 70.00	\$280.00
911 Services	609 East Walnut Street	2,668	4	\$ 50.00	\$200.00
Courthouse	705 East Walnut Street	98,000	4	\$ 180.00	\$720.00
Government Center	801 East Walnut Street	50,298	4	\$ 150.00	\$600.00
Vacant Building	101 North 7 th Street	5,250	4	\$ 65.00	\$260.00
Public Works Administration	5551 Tom Bass Road	15,200	4	\$ 120.00	\$480.00
Hallsville Facility (Office)	950 Highway 124	750	4	\$ 50.00	\$200.00
North Facility	5501 Oakland Gravel Road	11,700	4	\$ 75.00	\$300.00



5/17 -2020

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STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

24th

day of November

20 20

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

Now on this day, the County Commission of the County of Boone does hereby Award Bid Invitation for Bid Award: 24-06NOV20 – Sale of Scrap Metal.

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

Done this 24th day of November 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

**PURCHASE AGREEMENT
FOR
SALE OF SCRAP METAL – TERM & SUPPLY**

THIS AGREEMENT dated the 24~~th~~th day of November **2020** is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Central Metals Recycling, L.L.C.**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for the **Sale of Scrap Metal Term & Supply**, County of Boone Invitation for Bid for the Sale of Scrap Metal Term & Supply, bid number **24-06NOV20**, any applicable addenda, the unexecuted Bid Form, as well as the Contractor's bid response dated **November 4, 2020** and executed by **Robert Reed** on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Invitation for Bid, the unexecuted Bid Form and applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **December 1, 2020 and extend through May 31, 2021** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County **for five (5) additional six-month periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Basic Services - The County agrees to sale to the Contractor and the Contractor agrees to purchase the County's Scrap Metal. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

<u>Term</u>	<u>Description</u>	<u>Price Per Ton</u>
Original Term		
12/1/20 - 5/31/21	For Vendor Pickup:	\$100.00
12/1/20 - 5/31/21	For County Delivery	\$100.00
Renewal 1 – June 1, 2021 – November 30, 2021:		- 0%
Renewal 2 – December 1, 2021 – May 31, 2022:		- 10%
Renewal 3 – June 1, 2022 – November 30, 2022:		- 0%
Renewal 4 - December 1, 2022 – May 31, 2023:		- 10%
Renewal 5 - June 1, 2023 – November 30, 2023:		- 0%



4. Delivery - Contractor agrees to remove accumulated scrap metal within two (2) weeks of notification by the County.

5. Billing and Payment - All weight tickets shall be submitted with payment check made payable to *The Road and Bridge Fund* and submitted to the Public Works Department. Tickets may only include the bid price listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be charged to the County.

6. 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.

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

8. Termination - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products/services are delayed or products/services delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

CENTRAL METALS RECYCLING, L.L.C.

BOONE COUNTY, MISSOURI

DocuSigned by:
DocuSigned by:
Robert Reed
Robert Reed
2783FC4C001A4C8...

by: Boone County Commission

title OWNER

DocuSigned by:
Daniel K. Atwill
Daniel K. Atwill
8A4B934CED8E4E8...

address 11923 HWY 54 EAST

Daniel K. Atwill, Presiding Commissioner

MEXICO, MO 65265

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
DocuSigned by:
[Signature]
7D71DEAE89874DD
7B71DEAE89874DD
County Counselor

DocuSigned by:
DocuSigned by:
Brianna L. Lennon by TT
Brianna L. Lennon by TT
81EA4C537698483
Brianna Lennon, County Clerk

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.)

DocuSigned by:
[Signature]
F0D08ADB184244D
F0D08ADB184244D

11/20/2020

(No Encumbrance Required)
Proceeds to 2049-3830

Signature

Date

Appropriation Account



518-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

November Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

24th

day of November

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 City of Columbia Cooperative Contract; 110/2020-Temporary Employee Services.

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

Done this 24th day of November 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

Janel M. Thompson
Janel M. Thompson
District II Commissioner

**PURCHASE AGREEMENT FOR
TEMPORARY EMPLOYMENT SERVICES**

THIS AGREEMENT dated the 24th day of November 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **22nd Century Technologies, Inc.**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Temporary Employee Services** in compliance with all bid specifications, any addendum and resulting City contract issued for the City of Columbia Contract **110/2020**, Vendor Bid Response, Work Authorization Certification, Boone County Insurance Requirements and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office and/or City of Columbia bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Boone County Insurance Requirements, Boone County Standard Terms and Conditions, and the City of Columbia Contract **110/2020** shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Temporary Employee Services on an as needed basis.

Office Clerk	\$14.08 / hour
Office Assistant	\$14.08 / hour
Administrative Assistant	\$15.36 / hour
Laborer	\$13.44 / hour
Facilities Maintenance	\$14.59 / hour
Groundskeeper	\$14.08 / hour
Groundskeeper II	\$15.36 / hour
Special Request Employee	To be Determined / hour

3. **Contract Duration** - This agreement shall commence on the **November 1, 2020 and extend through October 31, 2021** subject to the provisions for termination specified below. Contract subject for renewal at the end of the first contract period, for **four (4) additional one-year periods**, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. **Pricing is firm through the end of the final renewal period.**

4. **Billing and Payment** - All billing shall be invoiced to the respective ordering Boone County Office / Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in

favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

6. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.
- d. Or other just cause so deemed by the County.

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

22ND CENTURY TECHNOLOGIES, INC.

DocuSigned by:
Eva Gaddis-McKnight
 4ABE85D0045E4D8
 by _____
 Administrator
 title _____

BOONE COUNTY, MISSOURI

by: Boone County Commission
 DocuSigned by:
Daniel K. Atwill
 DA46840E00E4EB
 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
[Signature]
 7D71DEA2B1074DC

 County Counselor

ATTEST:

DocuSigned by:
Brianna L. Lennon by TF
 B7EA4C527609483

 Brianna L. Lennon, County Clerk

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.)

DocuSigned by: <i>[Signature]</i> CB10B2A4AC49D Signature	11/13/2020 Date	County-Wide Term & Supply Appropriation Account
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5/19-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 20

County of Boone

} ca.

In the County Commission of said county, on the

24th

day of November

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 Following Recommendations from the Job Classification Committee:

Create the following new classifications:

Radio Network Manager (Classification Code 409110) Range 49

Payroll Coordinator (Classification Code 100550) Range 31

To realign the pay ranges of the following Road & Bridge positions to their benchmarks effective 1/1/21:

Sign Maintenance Specialist (Classification 302700) from Range 26 to Range 28

Senior Sign Maintenance Specialist (Classification 303600) from Range 31 to Range 32

Automotive/Equipment Mechanic (Classification 303300) from Range 31 to Range 32.

To change the pay range of the following positions, effective 1/1/21, in accordance with the Memorandum of Understanding between the Circuit Court and Boone County:

Court Clerk III, to be retitled Lead Court Clerk, (Classification 707100), from Range 24 to Range 27.

Done this 24th day of November.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Party
Fred J. Party
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

530-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 20

In the County Commission of said county, on the 24th day of November 20 20

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

Now on this day the County Commission of the County of Boone does hereby authorizes Human Resources and the Auditor's Office to change the pay ranges assigned to job classification 409300 Emergency Telecommunicator Trainee to Range 29, the pay range assigned to job classification 409400, Emergency Telecommunicator to Range 32, and job classification 409500, Lead Emergency Telecommunicator to Range 35, effective January 1, 2021.

Done this 24th day of November 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

501 -2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 20

In the County Commission of said county, on the 24th day of November 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 an amendment to the proposed 2021 Budget sufficient to fund an annual salary of up to \$95,000 in position 207, Assistant Prosecuting Attorney II.

Done this 24th day of November 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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 20

In the County Commission of said county, on the 24th day of November 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 request to hire above Flexible Hiring Limit for position number 297, Deputy County Clerk III, and does hereby authorize an appropriation of up to \$36,400 for the initial hiring salary and any 2021, post-probationary increase for said position.

Done this 24th day of November 2020.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Paury
Fred J. Paury
District I Commissioner

Janel M. Thompson
Janel M. Thompson
District II Commissioner

150

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152

REQUEST TO HIRE ABOVE FLEXIBLE HIRING MAXIMUM BOONE COUNTY

Description of form: To request approval to hire between 86% - 120% of the salary range mid-point

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability and approves budget revision (if applicable) and forwards to Human Resource Director.
3. The Human Resource Director reviews the information, makes recommendation, and schedules the request on the Commission agenda for approval.
4. The County Commission will review all requests for a starting salary above the flexible hiring limit and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
5. The Administrative Authority will list the Commission Order number approving this request on the electronic Personnel Action Form.

Name of prospective employee Jodi Renee Vanskike Department 1131

Position Title Deputy County Clerk III Position No. 297

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point _____
 OR Hourly: 17.50 % of Mid-Point 90%

No. of employees in this job classification within your Department? 1

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level)

Education and experience in administration. Adm to four surgeons and staff nurses, takes minutes, schedules, and process management.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification:

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices?

Considering the year-round importance of the job, it is comparable with 1131 salaries.

Additional comments:

Administrative Authority's Signature: [Signature] Date: 11/13/20

Auditor's Certification: If approved, \$2,000 will be added to FY2021 Budget appropriation (#10100).
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.

Auditor's Signature: [Signature] Date: 11/13/2020

Human Resource Director's Recommendations:

Adm working for authority to receive salary to higher amount at the end of probation should performance merit the higher amount. No verbal ok.

Human Resource Director's Signature: [Signature] Date: 11/16/20

County Commission _____ Approve _____ Deny
 Comment(s):

Presiding Commissioner's Signature: Daniel K. Atwill Date: 11.24.2020

District I Commissioner's Signature: [Signature] Date: 11.24.2020

District II Commissioner's Signature: [Signature] Date: 11/24/2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 20

County of Boone

} ca.

In the County Commission of said county, on the

24th

day of November

20 20

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

Now on this day, the County Commission of the County of Boone does hereby accept the attached Agreement for Administration of CARES Funding.

Done this 24th day of November 2020.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Party
Fred J. Party
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

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12



AGREEMENT FOR ADMINISTRATION OF CARES FUNDING Small Business Assistance Program

THIS AGREEMENT dated the 24th day of November, 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 **City of Columbia**, a political subdivision of the State of Missouri, hereinafter referred to as "**Columbia**" or "**City of Columbia**".

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, City has experience administering a small business assistance program and it is willing to extend that program to all qualifying businesses in Boone County; and

WHEREAS, County desires to assist small businesses negatively impacted by the COVID-19 pandemic; and

WHEREAS, the parties agree to cooperate on the form and content of expenditure documentation, including submission through the County's electronic portal; 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 (most recently updated on September 2, 2020) and FAQs (most recently updated on October 19, 2020) issued by the US Department of Treasury, 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 Administration of CARES funding, the Boone County federal funding certification dated April 29, 2020, and the US Treasury documents incorporated above. All such documents shall constitute the contract documents. 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 will pay City an amount not-to-exceed Four Hundred Ninety-Five Thousand Dollars (\$495,000.00) for a small business program as more fully described herein.

4. **Small Business Grant Program.** County agrees to provide funding for, and City agrees to administer, a small business grant program. City will cooperate with County, by and through Boone County's Office of Emergency Management (OEM), on the form, content, and manner of submitting documentation of expenditures under this Agreement. The parties agree to the following specific terms and conditions for the small business program:

- a. Program Eligibility. Eligible Boone County businesses that can participate in the program will be those businesses that:
 - i. Have been adversely impacted by the COVID-19 pandemic;
 - ii. Have 49 or fewer full-time equivalent employees as of the date of application for CARES funding;
 - iii. At least 51% ownership residing within Boone County;
 - iv. Complete an application through the City of Columbia's web portal.
- b. Program Applicants. All program applicants will be required to submit supporting documentation to City of Columbia through its web portal, including:
 - i. Business name, including ownership percentage of all individuals comprising the business entity. For each individual owning ten percent (10%) or more of the business, the applicant shall include the residential address of such individual(s).
 - ii. Contact information;
 - iii. Federal Employer Identification Number;
 - iv. DUNS number;
 - v. Total number of full-time equivalent employees;
 - vi. Itemized list of expenses funds will be used for (rent, utilities, inventory, payroll, other operating costs);
 - vii. **General Liability and auto insurance;**
 - viii. Previous business year tax return;
 - ix. Certificate of incorporation or other legal status documentation;
 - x. Business license and County merchant's license, if applicable;
 - xi. Previous 3 months company bank statements;
 - xii. Written statement of how business meets the fifty-one percent (51%) ownership residing within Boone County;
 - xiii. Written statement of how business has been adverse affected by COVID-19;

- 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. Expenditures do not represent expenditures for which applicant received any other emergency COVID-19 supplemental funding for the same expense.
- d. Any Expenditure that is later found to not adhere to applicable federal restrictions shall be returned to County by applicant.
- e. The person signing the reimbursement request and certification has authority to do so on behalf of and for the applicant.

5. ***Certification at conclusion of services under Agreement.*** At the conclusion of the program contemplated herein, City will certify to County as follows, based solely upon the information provided to City by applicants:

- a. Certify the City administered program according to eligibility and application guidelines set forth herein.
- b. City shall cooperate with County in seeking any reimbursement from any applicant deemed to have submitted false information or otherwise to have not met the criteria for grant award; however, the City shall not be obligated to take any legal action or incur any expenses in the collection process.

6. ***City's Reliance on Application Materials.*** City may rely upon the information and documents provided by applicants in making its determination of eligibility. City shall in its sole discretion exercise its best judgment but is not obligated to further investigate beyond the information and documents provided by applicant. City is in no way responsible or liable for misinformation, false information, or inaccuracies provided by applicants.

7. ***Audits and Records Retention.*** City of Columbia 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 City of Columbia 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

- xiv. Small Business Administration (SBA) Economic Injury Worksheet for Businesses.
- c. Program Assistance. The assistance provided under this program shall be a one-time, \$10,000 grant and will be limited to the amount of funds provided by County to City to administer hereunder on its behalf.
- d. County payment and other actions. County will do the following in furtherance of the program contemplated in this Agreement:
 - i. County will pay \$495,000.00 to City as soon as practicable after execution of this Agreement (it is assumed that such a payment can occur within 15 days).
 - ii. County authorizes City to reimburse itself \$5,000.00 for the costs to administer this program.
 - iii. County will assist City in communicating the availability of funding to portions of the County outside the City of Columbia.
- e. City actions. City will do the following in furtherance of the program contemplated in this Agreement:
 - i. City will accept applications for participation in the program via an advertised web domain.
 - ii. City will process all applications and determine eligibility utilizing the criteria set forth in this agreement as determined in City's sole discretion to meet program eligibility requirements. County specifically acknowledges the anticipated demand will exceed available resources and agrees City may make award based on first come first served basis or other random non-discriminatory selection process without any qualitative analysis other than making an initial determination that the applicant meets the minimum qualifications to receive the grant.
 - iii. City will document all payments made with this CARES Act funding to applicants.
 - iv. City will submit monthly reports to the County in a form mutually agreed to by the parties documenting the payments made by City, including an aggregated, comprehensive report at the conclusion of the program.
 - v. City will recognize a final program close-out date of December 18, 2020 and will return any unused funding to the County by December 28, 2020.
 - vi. City may require applicants to sign such forms and agreements, as City deems necessary to verify compliance with grant program requirements.
 - vii. The applications form will include but not be limited to specific representations by applicant:

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, City of Columbia shall comply with all applicable local, state, and federal laws.

10. **Discrimination.** City of Columbia 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.** City of Columbia may enter into subcontracts for components of the contracted service as City of Columbia 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.** City of Columbia 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. City of Columbia shall require each subcontractor to affirmatively state in its Agreement with the City of Columbia 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 City of Columbia 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. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the County and City of Columbia.

15. **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.

16. **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 Act funding.

17. **Notice.**

- a. Any written notice or communication to **County** shall be mailed or delivered to: Boone County OEM, CARES Act funding program, 2145 County Drive, Columbia, MO 65202.
- b. Any written notice or communication to **City of Columbia** shall be mailed or delivered to: City of Columbia, Attn: Randy Cole, Housing Programs Division, PO Box 6015, 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.

524-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20

County of Boone

} ca.

In the County Commission of said county, on the

24th

day November

2020

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

Now on this day the County Commission of the County of Boone does hereby express its support for the new County Health Order 15.1C which is available on the County's website (showmeboone.com) and is attached to this Order. The inclusion of a mask mandate at this time is necessary in order to reduce the strain on our medical care system and reduce the community spread of COVID-19.

Done this 24th day of November 2020

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

ATTEST:

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

Fred J. Parry
District I Commissioner

Janel M. Thompson
Janel M. Thompson
District II Commissioner

