

5/3-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } en.

December Session of the October Adjourned

Term. 20 20

In the County Commission of said county, on the 10th day of December 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 by the Purchasing Department to dispose of the following list of Surplus Postage Machine by auction on GovDeals.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Request for Disposal Forms.

Done this 10th day of December 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



BOONE COUNTY

Capital

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 12/3/2020

Fixed Asset Tag Number: 19593

Description of Asset: Hasler IM600 Postage Machine

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

RECEIVED

DEC 03 2020

BOONE COUNTY
AUDITOR

Other Information (Serial number, etc.):

Condition of Asset: Purchased 12/31/2014

Reason for Disposition: Being Replaced

Location of Asset and Desired Date for Removal to Storage: ASAP - In Mail Service Storage Room

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1194 - Mail Services

Signature Judy Fisher

To be Completed by: AUDITOR

Original Acquisition Date 12/31/14 G/L Account for Proceeds 2110-3835 F

Original Acquisition Amount 17,175.00

Original Funding Source Multiple 2788, 2731, 2743

Account Group 1604

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 543-2020

Date Approved 12.10.2020

Signature Daniel K. Atwill

544-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 20

County of Boone

} ea.

In the County Commission of said county, on the

10th

day of December

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 by the Purchasing Department Amendment #1 to contract 16-13JUL20 for Site Maintenance for the Greater Bonne Femme Watershed Project, originally awarded on August 11, 2020 (Commission Order 350-2020)

It is further ordered the Presiding Commissioner is hereby authorized to sign said Request for ~~Disposal Forms.~~ *Said Amendment*

Done this 10th day of December 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

CERTIFIED COPY OF ORDER

November Session of the ~~October~~ Adjournd

STATE OF MISSOURI }
County of Boone } ea.

Term. 20 20

In the County Commission of said county, on the 10th day of December 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 Independence's Cooperative Contract; 500000518 Emergency Vehicle Equipment (Light Bars) which is a cooperative contract. The contract will be a Term and Supply contract for the Sheriff's Department.

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 10th day of December 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

546-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

10th

day of December

20

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

Now on this day, the County Commission of the County of Boone does hereby approve bid 41-23NOV20 for Custodial Services for the Boone County road and Bridge Department.

Done this 10th day of December 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

} ca.

December Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

10th

day of

December

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 for CARES funding with Cedar Creek Therapeutic Riding Center. The terms of the agreement are set out in the attached.

Done this 10th day of December 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

Nonprofit Human Services Provider

THIS AGREEMENT dated the 10th day of December, 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 Cedar Creek Therapeutic Riding Center, a nonprofit corporation organized and existing under the laws of the State of Missouri, hereinafter referred to as "**Awardee**".

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 County received over \$40,000,000 in applications for the award of said funding; and

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

WHEREAS, Awardee has submitted an application for CARES funding through the County's online CARES portal administered by the County's Office of Emergency Management; and

WHEREAS, the Boone County Commission has decided to award funding to Awardee in the amount, and on the terms and conditions, set out in this Agreement; and

WHEREAS, the parties agree to cooperate on the form and content of expenditure documentation in order to comply with federal guidance on the appropriate use of CARES funding, including submission through the County's electronic portal operated by County's Office of Emergency Management; 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 October 19, 2020 and the Federal Funding Certification executed by Boone County dated April 29, 2020 is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This contract shall consist of this Agreement for CARES funding, the US Treasury Guidance and the Boone County federal funding certification dated April 29, 2020 incorporated above, and Awardee's application for CARES funding along with all supporting documentation submitted to County through County's electronic CARES portal. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of any conflict between any of the contract documents, this Agreement, the US Treasury Guidance and the Boone County federal funding certification shall prevail and control over any provisions in any of the other incorporated documents.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Awardee an amount not-to-exceed nine thousand five hundred and nineteen dollars and forty-nine cents (\$9,519.49) to facilitate Awardee's human services program as set forth in its submitted application for CARES funding.

4. **Submission of Expenditure Documentation & Unspent Funding.**

- a. Awardee will submit invoice(s) to County documenting Awardee's COVID-19 related expenditures as contemplated in Awardee's application for CARES funding, along with supporting documentation, in a form approved by County.
- b. Awardee will recognize a final program close-out date of December 30, 2020, and will return any unspent and un-incurred monies received by Awardee from County by January 8, 2021. County will consider any awarded funding for which Awardee has not submitted an invoice to County by January 8, 2020 as unspent monies under this Agreement.
- c. Any approved personnel-related expenses shall be documented using the format attached hereto as Exhibit A. Awardee shall specifically note if the submitted personnel expenses relate to personnel that were engaged in public safety, public health, health care, or human services duties.
- d. A comprehensive, aggregated report detailing expenditures of CARES funding pursuant to this Agreement shall be provided to County at the conclusion of the program.

5. **Certification at conclusion of services under Agreement.** At the end of the services contemplated herein, Awardee will certify to the County as follows:

- a. All expenditures made with the provided funding were 1) necessary expenditures incurred due to the public health emergency with respect to COVID-19; 2) not accounted for in the Awardee's 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. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary expenditure for purposes of the CARES Act.
- c. Awardee has not documented any expenditures under this Agreement for which Awardee received any other emergency COVID-19 supplemental funding for the same expense.
- d. Awardee shall return to County expenditure that is later found to not adhere to applicable federal restrictions.
- e. The person signing the final certification has authority to do so on behalf of and for Awardee.

6. ***Avoiding Duplication of Funding.*** Awardee shall not invoice County for expenses invoiced to another funding source. Awardee shall provide documentation and assurances to County that payments received from County are not a duplication of reimbursement from any other source of funding.

7. ***Audits and Records Retention.*** Awardee 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 Awardee 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, Awardee shall comply with all applicable local, state, and federal laws.

10. ***Discrimination.*** Awardee 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 with applicable provisions of federal and state laws and county or municipal statutes or ordinances which prohibit discrimination in employment and the delivery of services.

11. ***Subcontracts.*** Awardee may enter into subcontracts for components of the contracted service as Awardee deems necessary within the terms of the contract. 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.** Awardee agrees to comply with Missouri State Statute section 285.530 in that Awardee shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Awardee shall require each subcontractor to affirmatively state in its Agreement with the Awardee 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 Awardee 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 Agreement 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, Awardee 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 Awardee's services (meaning anyone, including but not limited to consultants having a contract with the Awardee or subcontractors for part of the services), or anyone directly or indirectly employed by the Awardee, or of anyone for whose acts the Awardee may be liable in connection with providing these services. This provision does not, however, require Awardee 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 County and Awardee.

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 proposals or contractual agreements. 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 Awardee 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 **Awardee** shall be electronically submitted to Awardee's contact email on file with County and/or mailed or delivered to: Cedar Creek Therapeutic Riding Center, 4895 East Highway 163, Columbia MO 65201.

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

Cedar Creek Therapeutic Riding Center, Awardee

By:



Printed Name & Title:

Karen Grindler, Executive Director

Boone County, Missouri

By: Boone County Commission



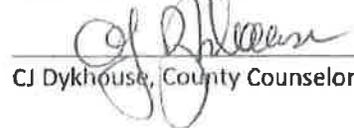
Daniel K. Atwill, Presiding Commissioner

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.)

June Pitchford by J

Signature

12/8/20

Date

2982-84200

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

10th

day of December

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 for CARES funding with The Bluffs. The terms of the agreement are set out in the attached.

Done this 10th day of December 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

Nonprofit Human Services Provider

THIS AGREEMENT dated the 7th day of December, 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 Bluffs, a nonprofit corporation organized and existing under the laws of the State of Missouri, hereinafter referred to as "Awardee".

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 County received over \$40,000,000 in applications for the award of said funding; and

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

WHEREAS, Awardee has submitted an application for CARES funding through the County's online CARES portal administered by the County's Office of Emergency Management; and

WHEREAS, the Boone County Commission has decided to award funding to Awardee in the amount, and on the terms and conditions, set out in this Agreement; and

WHEREAS, the parties agree to cooperate on the form and content of expenditure documentation in order to comply with federal guidance on the appropriate use of CARES funding, including submission through the County's electronic portal operated by County's Office of Emergency Management; 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 October 19, 2020 and the Federal Funding Certification executed by Boone County dated April 29, 2020 is to be considered part of this formal contract and is incorporated as if fully set forth herein.
2. **Contract Documents.** This contract shall consist of this Agreement for CARES funding, the US Treasury Guidance and the Boone County federal funding certification dated

April 29, 2020 incorporated above, and Awardee's application for CARES funding along with all supporting documentation submitted to County through County's electronic CARES portal. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of any conflict between any of the contract documents, this Agreement, the US Treasury Guidance and the Boone County federal funding certification shall prevail and control over any provisions in any of the other incorporated documents.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Awardee an amount not-to-exceed **ninety thousand fifty-four dollars (\$90,054.00)** to facilitate Awardee's human services program as set forth in its submitted application for CARES funding.
4. **Submission of Expenditure Documentation & Unspent Funding.**
 - a. Awardee will submit invoice(s) to County documenting Awardee's COVID-19 related expenditures as contemplated in Awardee's application for CARES funding, along with supporting documentation, in a form approved by County.
 - b. Awardee will recognize a final program close-out date of December 30, 2020, and will return any unspent and un-incurred monies received by Awardee from County by January 8, 2021. County will consider any awarded funding for which Awardee has not submitted an invoice to County by January 8, 2020 as unspent monies under this Agreement.
 - c. Any approved personnel-related expenses shall be documented using the format attached hereto as Exhibit A. Awardee shall specifically note if the submitted personnel expenses relate to personnel that were engaged in public safety, public health, health care, or human services duties.
 - d. A comprehensive, aggregated report detailing expenditures of CARES funding pursuant to this Agreement shall be provided to County at the conclusion of the program.
5. **Certification at conclusion of services under Agreement.** At the end of the services contemplated herein, Awardee will certify to the County as follows:
 - a. All expenditures made with the provided funding were 1) necessary expenditures incurred due to the public health emergency with respect to COVID-19; 2) not accounted for in the Awardee's 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. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary expenditure for purposes of the CARES Act.
 - c. Awardee has not documented any expenditures under this Agreement for which Awardee received any other emergency COVID-19 supplemental funding for the same expense.

- d. Awardee shall return to County expenditure that is later found to not adhere to applicable federal restrictions.
- e. The person signing the final certification has authority to do so on behalf of and for Awardee.
6. **Avoiding Duplication of Funding.** Awardee shall not invoice County for expenses invoiced to another funding source. Awardee shall provide documentation and assurances to County that payments received from County are not a duplication of reimbursement from any other source of funding.
7. **Audits and Records Retention.** Awardee 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 Awardee 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, Awardee shall comply with all applicable local, state, and federal laws.
10. **Discrimination.** Awardee 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 with applicable provisions of federal and state laws and county or municipal statutes or ordinances which prohibit discrimination in employment and the delivery of services.
11. **Subcontracts.** Awardee may enter into subcontracts for components of the contracted service as Awardee deems necessary within the terms of the contract. 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.** Awardee agrees to comply with Missouri State Statute section 285.530 in that Awardee shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Awardee shall require each subcontractor to affirmatively state in its Agreement with the Awardee 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 Awardee 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 Agreement 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, Awardee 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 Awardee's services (meaning anyone, including but not limited to consultants having a contract with the Awardee or subcontractors for part of the services), or anyone directly or indirectly employed by the Awardee, or of anyone for whose acts the Awardee may be liable in connection with providing these services. This provision does not, however, require Awardee 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 County and Awardee.

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 proposals or contractual agreements. 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 Awardee 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.

549/2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 20

County of Boone

} ca.

In the County Commission of said county, on the

10th

day of

December

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 for CARES funding with Job Point. The terms of the agreement are set out in the attached.

Done this 10th day of December 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



BOONE COUNTY Office of Emergency Management

2145 County Drive
Columbia, MO 65201
573-554-7900

Job Point

CONTRACT ROUTING REQUEST – CARES ACT FUNDS

PLEASE ROUTE IN THE ORDER LISTED BELOW

(KEEP THIS FORM WITH THE DOCUMENTS BEING ROUTED)

CONTRACT and PURCHASE REQUISITION

	<u>Date</u>	<u>Comments</u>
1. OEM to County Counselor, for Approved as to Legal Form	<u>12/7/20</u>	<u>Placed on 12/10/20 agenda</u>
2. County Counselor to Auditor	<u>12/8/20</u>	<u>DEC 08 2020</u>
3. Auditor to County Clerk for placement of same day 1 st and 2 nd read on Commission Agenda	<u>12/08/20</u>	<u>12.11.20 jw</u>

-Retain one (1) original

Copies to:

CJ Dykhouse, County Counselor
Chad Martin, Emergency Communications Center Director (to distribute to vendor)



AGREEMENT FOR CARES FUNDING
Nonprofit Human Services Provider

THIS AGREEMENT dated the 10th day of December, 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 Job Point, a nonprofit corporation organized and existing under the laws of the State of Missouri, hereinafter referred to as "Awardee".

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 County received over \$40,000,000 in applications for the award of said funding; and

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

WHEREAS, Awardee has submitted an application for CARES funding through the County's online CARES portal administered by the County's Office of Emergency Management; and

WHEREAS, the Boone County Commission has decided to award funding to Awardee in the amount, and on the terms and conditions, set out in this Agreement; and

WHEREAS, the parties agree to cooperate on the form and content of expenditure documentation in order to comply with federal guidance on the appropriate use of CARES funding, including submission through the County's electronic portal operated by County's Office of Emergency Management; 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 October 19, 2020 and the Federal Funding Certification executed by Boone County dated April 29, 2020 is to be considered part of this formal contract and is incorporated as if fully set forth herein.
2. **Contract Documents.** This contract shall consist of this Agreement for CARES funding, the US Treasury Guidance and the Boone County federal funding certification dated

April 29, 2020 incorporated above, and Awardee's application for CARES funding along with all supporting documentation submitted to County through County's electronic CARES portal. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of any conflict between any of the contract documents, this Agreement, the US Treasury Guidance and the Boone County federal funding certification shall prevail and control over any provisions in any of the other incorporated documents.

3. ***Approved Funding / Contract Not-To-Exceed.*** County will pay Awardee an amount not-to-exceed **thirteen thousand eight hundred forty-three dollars (\$13,843.00)** to facilitate Awardee's human services program as set forth in its submitted application for CARES funding.

4. ***Submission of Expenditure Documentation & Unspent Funding.***

- a. Awardee will submit invoice(s) to County documenting Awardee's COVID-19 related expenditures as contemplated in Awardee's application for CARES funding, along with supporting documentation, in a form approved by County.
- b. Awardee will recognize a final program close-out date of December 30, 2020, and will return any unspent and un-incurred monies received by Awardee from County by January 8, 2021. County will consider any awarded funding for which Awardee has not submitted an invoice to County by January 8, 2020 as unspent monies under this Agreement.
- c. Any approved personnel-related expenses shall be documented using the format attached hereto as Exhibit A. Awardee shall specifically note if the submitted personnel expenses relate to personnel that were engaged in public safety, public health, health care, or human services duties.
- d. A comprehensive, aggregated report detailing expenditures of CARES funding pursuant to this Agreement shall be provided to County at the conclusion of the program.

5. ***Certification at conclusion of services under Agreement.*** At the end of the services contemplated herein, Awardee will certify to the County as follows:

- a. All expenditures made with the provided funding were 1) necessary expenditures incurred due to the public health emergency with respect to COVID-19; 2) not accounted for in the Awardee's 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. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary expenditure for purposes of the CARES Act.

- c. Awardee has not documented any expenditures under this Agreement for which Awardee received any other emergency COVID-19 supplemental funding for the same expense.
- d. Awardee shall return to County expenditure that is later found to not adhere to applicable federal restrictions.
- e. The person signing the final certification has authority to do so on behalf of and for Awardee.

6. ***Avoiding Duplication of Funding.*** Awardee shall not invoice County for expenses invoiced to another funding source. Awardee shall provide documentation and assurances to County that payments received from County are not a duplication of reimbursement from any other source of funding.

7. ***Audits and Records Retention.*** Awardee 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 Awardee 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, Awardee shall comply with all applicable local, state, and federal laws.

10. ***Discrimination.*** Awardee 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 with applicable provisions of federal and state laws and county or municipal statutes or ordinances which prohibit discrimination in employment and the delivery of services.

11. ***Subcontracts.*** Awardee may enter into subcontracts for components of the contracted service as Awardee deems necessary within the terms of the contract. 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.*** Awardee agrees to comply with Missouri State Statute section 285.530 in that Awardee shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of

Missouri. Awardee shall require each subcontractor to affirmatively state in its Agreement with the Awardee 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 Awardee 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 Agreement 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, Awardee 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 Awardee's services (meaning anyone, including but not limited to consultants having a contract with the Awardee or subcontractors for part of the services), or anyone directly or indirectly employed by the Awardee, or of anyone for whose acts the Awardee may be liable in connection with providing these services. This provision does not, however, require Awardee 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 County and Awardee.

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 proposals or contractual agreements. 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 Awardee funding.

18. **Notice.**

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

December Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the 10th day of December 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 for CARES funding with Lutheran Family and Children's Services of Missouri. The terms of the agreement are set out in the attached.

Done this 10th day of December 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
Nonprofit Human Services Provider

THIS AGREEMENT dated the 10th day of December, 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 **Lutheran Family and Children's Services of Missouri**, a nonprofit corporation organized and existing under the laws of the State of Missouri, hereinafter referred to as "**Awardee**".

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 County received over \$40,000,000 in applications for the award of said funding; and

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

WHEREAS, Awardee has submitted an application for CARES funding through the County's online CARES portal administered by the County's Office of Emergency Management; and

WHEREAS, the Boone County Commission has decided to award funding to Awardee in the amount, and on the terms and conditions, set out in this Agreement; and

WHEREAS, the parties agree to cooperate on the form and content of expenditure documentation in order to comply with federal guidance on the appropriate use of CARES funding, including submission through the County's electronic portal operated by County's Office of Emergency Management; 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 October 19, 2020 and the Federal Funding Certification executed by Boone County dated April 29, 2020 is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This contract shall consist of this Agreement for CARES funding, the US Treasury Guidance and the Boone County federal funding certification dated

April 29, 2020 incorporated above, and Awardee's application for CARES funding along with all supporting documentation submitted to County through County's electronic CARES portal. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of any conflict between any of the contract documents, this Agreement, the US Treasury Guidance and the Boone County federal funding certification shall prevail and control over any provisions in any of the other incorporated documents.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Awardee an amount not-to-exceed **nine hundred forty dollars (\$940.00)** to facilitate Awardee's human services program as set forth in its submitted application for CARES funding.

4. **Submission of Expenditure Documentation & Unspent Funding.**

- a. Awardee will submit invoice(s) to County documenting Awardee's COVID-19 related expenditures as contemplated in Awardee's application for CARES funding, along with supporting documentation, in a form approved by County.
- b. Awardee will recognize a final program close-out date of December 30, 2020, and will return any unspent and un-incurred monies received by Awardee from County by January 8, 2021. County will consider any awarded funding for which Awardee has not submitted an invoice to County by January 8, 2020 as unspent monies under this Agreement.
- c. Any approved personnel-related expenses shall be documented using the format attached hereto as Exhibit A. Awardee shall specifically note if the submitted personnel expenses relate to personnel that were engaged in public safety, public health, health care, or human services duties.
- d. A comprehensive, aggregated report detailing expenditures of CARES funding pursuant to this Agreement shall be provided to County at the conclusion of the program.

5. **Certification at conclusion of services under Agreement.** At the end of the services contemplated herein, Awardee will certify to the County as follows:

- a. All expenditures made with the provided funding were 1) necessary expenditures incurred due to the public health emergency with respect to COVID-19; 2) not accounted for in the Awardee's 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. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary expenditure for purposes of the CARES Act.
- c. Awardee has not documented any expenditures under this Agreement for which Awardee received any other emergency COVID-19 supplemental funding for the same expense.

- d. Awardee shall return to County expenditure that is later found to not adhere to applicable federal restrictions.
- e. The person signing the final certification has authority to do so on behalf of and for Awardee.

6. ***Avoiding Duplication of Funding.*** Awardee shall not invoice County for expenses invoiced to another funding source. Awardee shall provide documentation and assurances to County that payments received from County are not a duplication of reimbursement from any other source of funding.

7. ***Audits and Records Retention.*** Awardee 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 Awardee 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, Awardee shall comply with all applicable local, state, and federal laws.

10. ***Discrimination.*** Awardee 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 with applicable provisions of federal and state laws and county or municipal statutes or ordinances which prohibit discrimination in employment and the delivery of services.

11. ***Subcontracts.*** Awardee may enter into subcontracts for components of the contracted service as Awardee deems necessary within the terms of the contract. 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.*** Awardee agrees to comply with Missouri State Statute section 285.530 in that Awardee shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Awardee shall require each subcontractor to affirmatively state in its Agreement with the Awardee 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 Awardee 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 Agreement 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, Awardee 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 Awardee's services (meaning anyone, including but not limited to consultants having a contract with the Awardee or subcontractors for part of the services), or anyone directly or indirectly employed by the Awardee, or of anyone for whose acts the Awardee may be liable in connection with providing these services. This provision does not, however, require Awardee 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 County and Awardee.

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 proposals or contractual agreements. 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 Awardee 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 **Awardee** shall be electronically submitted to Awardee's contact email on file with County and/or mailed or delivered to: **Lutheran Family and Children's Services of Missouri**
9666 Olive Boulevard, Suite 400,
Saint Louis, MO 63132

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

**Lutheran Family and Children's
Services of Missouri, Awardee**

Boone County, Missouri

By:



By: Boone County Commission



Daniel K. Atwill, Presiding Commissioner

Printed Name & Title:

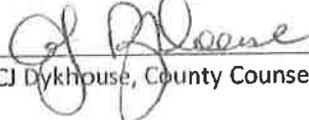
Charles Duggar, President/CEO

ATTEST:



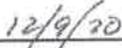
Brianna L. Lennon, County Clerk

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.)

 by  

Signature Date Appropriation Account 

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the 10th day of December 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 for CARES funding agreement with Great Circle. The terms of the agreement are set out in the attached.

Done this 10th day of December 2020.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Residing Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



AGREEMENT FOR CARES FUNDING
Nonprofit Human Services Provider

THIS AGREEMENT dated the 10th day of December, 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 **Great Circle**, a nonprofit corporation organized and existing under the laws of the State of Missouri, hereinafter referred to as "**Awardee**".

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 County received over \$40,000,000 in applications for the award of said funding; and

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

WHEREAS, Awardee has submitted an application for CARES funding through the County's online CARES portal administered by the County's Office of Emergency Management; and

WHEREAS, the Boone County Commission has decided to award funding to Awardee in the amount, and on the terms and conditions, set out in this Agreement; and

WHEREAS, the parties agree to cooperate on the form and content of expenditure documentation in order to comply with federal guidance on the appropriate use of CARES funding, including submission through the County's electronic portal operated by County's Office of Emergency Management; 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 October 19, 2020 and the Federal Funding Certification executed by Boone County dated April 29, 2020 is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This contract shall consist of this Agreement for CARES funding, the US Treasury Guidance and the Boone County federal funding certification dated April 29, 2020 incorporated above, and Awardee's application for CARES funding along with all supporting documentation submitted to County through County's electronic CARES portal. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of any conflict between any of the contract documents, this Agreement, the US Treasury Guidance and the Boone County federal funding certification shall prevail and control over any provisions in any of the other incorporated documents.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Awardee an amount not-to-exceed **twenty-five thousand three hundred fourteen dollars and 18/100 (\$25,314.18)** to facilitate Awardee's human services program as set forth in its submitted application for CARES funding.

4. **Submission of Expenditure Documentation & Unspent Funding.**

- a. Awardee will submit invoice(s) to County documenting Awardee's COVID-19 related expenditures as contemplated in Awardee's application for CARES funding, along with supporting documentation, in a form approved by County.
- b. Awardee will recognize a final program close-out date of December 30, 2020, and will return any unspent and un-incurred monies received by Awardee from County by January 8, 2021. County will consider any awarded funding for which Awardee has not submitted an invoice to County by January 8, 2020 as unspent monies under this Agreement.
- c. Any approved personnel-related expenses shall be documented using the format attached hereto as Exhibit A. Awardee shall specifically note if the submitted personnel expenses relate to personnel that were engaged in public safety, public health, health care, or human services duties.
- d. A comprehensive, aggregated report detailing expenditures of CARES funding pursuant to this Agreement shall be provided to County at the conclusion of the program.

5. **Certification at conclusion of services under Agreement.** At the end of the services contemplated herein, Awardee will certify to the County as follows:

- a. All expenditures made with the provided funding were 1) necessary expenditures incurred due to the public health emergency with respect to COVID-19; 2) not accounted for in the Awardee's 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. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary expenditure for purposes of the CARES Act.
- c. Awardee has not documented any expenditures under this Agreement for which Awardee received any other emergency COVID-19 supplemental funding for the same expense.
- d. Awardee shall return to County expenditure that is later found to not adhere to applicable federal restrictions.
- e. The person signing the final certification has authority to do so on behalf of and for Awardee.

6. ***Avoiding Duplication of Funding.*** Awardee shall not invoice County for expenses invoiced to another funding source. Awardee shall provide documentation and assurances to County that payments received from County are not a duplication of reimbursement from any other source of funding.

7. ***Audits and Records Retention.*** Awardee 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 Awardee 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, Awardee shall comply with all applicable local, state, and federal laws.

10. ***Discrimination.*** Awardee 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 with applicable provisions of federal and state laws and county or municipal statutes or ordinances which prohibit discrimination in employment and the delivery of services.

11. ***Subcontracts.*** Awardee may enter into subcontracts for components of the contracted service as Awardee deems necessary within the terms of the contract. 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.** Awardee agrees to comply with Missouri State Statute section 285.530 in that Awardee shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Awardee shall require each subcontractor to affirmatively state in its Agreement with the Awardee 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 Awardee 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 Agreement 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, Awardee 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 Awardee's services (meaning anyone, including but not limited to consultants having a contract with the Awardee or subcontractors for part of the services), or anyone directly or indirectly employed by the Awardee, or of anyone for whose acts the Awardee may be liable in connection with providing these services. This provision does not, however, require Awardee 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 County and Awardee.

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 proposals or contractual agreements. 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 Awardee funding.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

10th

day of December

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 for CARES funding agreement with Coyote Hill Christian Children's Home. The terms of the agreement are set out in the attached.

Done this 10th day of December 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
Nonprofit Human Services Provider

THIS AGREEMENT dated the 7thth day of December, 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 **Coyote Hill Christian Children's Home**, a nonprofit corporation organized and existing under the laws of the State of Missouri, hereinafter referred to as "**Awardee**".

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 County received over \$40,000,000 in applications for the award of said funding; and

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

WHEREAS, Awardee has submitted an application for CARES funding through the County's online CARES portal administered by the County's Office of Emergency Management; and

WHEREAS, the Boone County Commission has decided to award funding to Awardee in the amount, and on the terms and conditions, set out in this Agreement; and

WHEREAS, the parties agree to cooperate on the form and content of expenditure documentation in order to comply with federal guidance on the appropriate use of CARES funding, including submission through the County's electronic portal operated by County's Office of Emergency Management; 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 October 19, 2020 and the Federal Funding Certification executed by Boone County dated April 29, 2020 is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This contract shall consist of this Agreement for CARES funding, the US Treasury Guidance and the Boone County federal funding certification dated April 29, 2020 incorporated above, and Awardee's application for CARES funding along with all supporting documentation submitted to County through County's electronic CARES portal. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of any conflict between any of the contract documents, this Agreement, the US Treasury Guidance and the Boone County federal funding certification shall prevail and control over any provisions in any of the other incorporated documents.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Awardee an amount not-to-exceed **fifty-six thousand seventy dollars (\$56,070.00)** to facilitate Awardee's human services program as set forth in its submitted application for CARES funding.

4. **Submission of Expenditure Documentation & Unspent Funding.**

- a. Awardee will submit invoice(s) to County documenting Awardee's COVID-19 related expenditures as contemplated in Awardee's application for CARES funding, along with supporting documentation, in a form approved by County.
- b. Awardee will recognize a final program close-out date of December 30, 2020, and will return any unspent and un-incurred monies received by Awardee from County by January 8, 2021. County will consider any awarded funding for which Awardee has not submitted an invoice to County by January 8, 2020 as unspent monies under this Agreement.
- c. Any approved personnel-related expenses shall be documented using the format attached hereto as Exhibit A. Awardee shall specifically note if the submitted personnel expenses relate to personnel that were engaged in public safety, public health, health care, or human services duties.
- d. A comprehensive, aggregated report detailing expenditures of CARES funding pursuant to this Agreement shall be provided to County at the conclusion of the program.

5. **Certification at conclusion of services under Agreement.** At the end of the services contemplated herein, Awardee will certify to the County as follows:

- a. All expenditures made with the provided funding were 1) necessary expenditures incurred due to the public health emergency with respect to COVID-19; 2) not accounted for in the Awardee's 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. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary expenditure for purposes of the CARES Act.

- c. Awardee has not documented any expenditures under this Agreement for which Awardee received any other emergency COVID-19 supplemental funding for the same expense.
- d. Awardee shall return to County expenditure that is later found to not adhere to applicable federal restrictions.
- e. The person signing the final certification has authority to do so on behalf of and for Awardee.

6. **Avoiding Duplication of Funding.** Awardee shall not invoice County for expenses invoiced to another funding source. Awardee shall provide documentation and assurances to County that payments received from County are not a duplication of reimbursement from any other source of funding.

7. **Audits and Records Retention.** Awardee 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 Awardee 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, Awardee shall comply with all applicable local, state, and federal laws.

10. **Discrimination.** Awardee 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 with applicable provisions of federal and state laws and county or municipal statutes or ordinances which prohibit discrimination in employment and the delivery of services.

11. **Subcontracts.** Awardee may enter into subcontracts for components of the contracted service as Awardee deems necessary within the terms of the contract. 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.** Awardee agrees to comply with Missouri State Statute section 285.530 in that Awardee shall not knowingly employ, hire for

employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Awardee shall require each subcontractor to affirmatively state in its Agreement with the Awardee 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 Awardee 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 Agreement 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, Awardee 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 Awardee's services (meaning anyone, including but not limited to consultants having a contract with the Awardee or subcontractors for part of the services), or anyone directly or indirectly employed by the Awardee, or of anyone for whose acts the Awardee may be liable in connection with providing these services. This provision does not, however, require Awardee 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 County and Awardee.

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 proposals or contractual agreements. 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 Awardee funding.

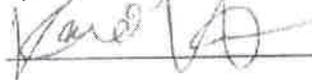
18. **Notice.**

- 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 **Awardee** shall be electronically submitted to Awardee's contact email on file with County and/or mailed or delivered to: **Coyote Hill Christian Children's Home**
9501 Coyote Hill Rd, P.O. Box 1
Harrisburg, MO 65256

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

Coyote Hill Christian Children's Home, Awardee

By:



Printed Name & Title:

Kari Hopkins, CDO

Boone County, Missouri

By: Boone County Commission



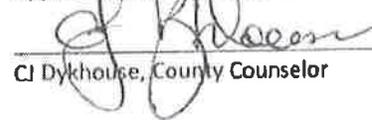
Daniel K. Atwill, Presiding Commissioner

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.)

June Pitchford by J
Signature

12/9/20
Date

2982-84200
Appropriation Account

SIX
HF

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 20

County of Boone

} ea.

In the County Commission of said county, on the

10th

day of December

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 for CARES funding agreement with Alternative Community Training. The terms of the agreement are set out in the attached.

Done this 10th day of December 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
Nonprofit Human Services Provider

THIS AGREEMENT dated the 10th day of December, 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 **Alternative Community Training, Inc.**, a nonprofit corporation organized and existing under the laws of the State of Missouri, hereinafter referred to as "**Awardee**".

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 County received over \$40,000,000 in applications for the award of said funding; and

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

WHEREAS, Awardee has submitted an application for CARES funding through the County's online CARES portal administered by the County's Office of Emergency Management; and

WHEREAS, the Boone County Commission has decided to award funding to Awardee in the amount, and on the terms and conditions, set out in this Agreement; and

WHEREAS, the parties agree to cooperate on the form and content of expenditure documentation in order to comply with federal guidance on the appropriate use of CARES funding, including submission through the County's electronic portal operated by County's Office of Emergency Management; 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 October 19, 2020 and the Federal Funding Certification executed by Boone County dated April 29, 2020 is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This contract shall consist of this Agreement for CARES funding, the US Treasury Guidance and the Boone County federal funding certification dated April 29, 2020 incorporated above, and Awardee's application for CARES funding along with all supporting documentation submitted to County through County's electronic CARES portal. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of any conflict between any of the contract documents, this Agreement, the US Treasury Guidance and the Boone County federal funding certification shall prevail and control over any provisions in any of the other incorporated documents.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Awardee an amount not-to-exceed **seven thousand nine hundred sixty-three dollars and 11/100 (\$7,963.11)** to facilitate Awardee's human services program as set forth in its submitted application for CARES funding.

4. **Submission of Expenditure Documentation & Unspent Funding.**

- a. Awardee will submit invoice(s) to County documenting Awardee's COVID-19 related expenditures as contemplated in Awardee's application for CARES funding, along with supporting documentation, in a form approved by County.
- b. Awardee will recognize a final program close-out date of December 30, 2020, and will return any unspent and un-incurred monies received by Awardee from County by January 8, 2021. County will consider any awarded funding for which Awardee has not submitted an invoice to County by January 8, 2020 as unspent monies under this Agreement.
- c. Any approved personnel-related expenses shall be documented using the format attached hereto as Exhibit A. Awardee shall specifically note if the submitted personnel expenses relate to personnel that were engaged in public safety, public health, health care, or human services duties.
- d. A comprehensive, aggregated report detailing expenditures of CARES funding pursuant to this Agreement shall be provided to County at the conclusion of the program.

5. **Certification at conclusion of services under Agreement.** At the end of the services contemplated herein, Awardee will certify to the County as follows:

- a. All expenditures made with the provided funding were 1) necessary expenditures incurred due to the public health emergency with respect to COVID-19; 2) not accounted for in the Awardee's 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. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary expenditure for purposes of the CARES Act.
- c. Awardee has not documented any expenditures under this Agreement for which Awardee received any other emergency COVID-19 supplemental funding for the same expense.
- d. Awardee shall return to County expenditure that is later found to not adhere to applicable federal restrictions.
- e. The person signing the final certification has authority to do so on behalf of and for Awardee.

6. ***Avoiding Duplication of Funding.*** Awardee shall not invoice County for expenses invoiced to another funding source. Awardee shall provide documentation and assurances to County that payments received from County are not a duplication of reimbursement from any other source of funding.

7. ***Audits and Records Retention.*** Awardee 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 Awardee 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, Awardee shall comply with all applicable local, state, and federal laws.

10. ***Discrimination.*** Awardee 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 with applicable provisions of federal and state laws and county or municipal statutes or ordinances which prohibit discrimination in employment and the delivery of services.

11. ***Subcontracts.*** Awardee may enter into subcontracts for components of the contracted service as Awardee deems necessary within the terms of the contract. 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.** Awardee agrees to comply with Missouri State Statute section 285.530 in that Awardee shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Awardee shall require each subcontractor to affirmatively state in its Agreement with the Awardee 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 Awardee 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 Agreement 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, Awardee 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 Awardee's services (meaning anyone, including but not limited to consultants having a contract with the Awardee or subcontractors for part of the services), or anyone directly or indirectly employed by the Awardee, or of anyone for whose acts the Awardee may be liable in connection with providing these services. This provision does not, however, require Awardee 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 County and Awardee.

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 proposals or contractual agreements. 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 Awardee 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 **Awardee** shall be electronically submitted to Awardee's contact email on file with County and/or mailed or delivered to: **Alternative Community Training, Inc**
2200 Burlington St.
Columbia, MO 65202

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

Alternative Community Training, Inc., Awardee

By:

Melody Troesser

Printed Name & Title:

Melody Troesser, Finance Director

Boone County, Missouri

By: Boone County Commission

Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

ATTEST:

Brianna L. Lennon
Brianna L. Lennon, County Clerk

Approved as to legal Form:

[Signature]
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.)

Jane Pitchford by J
Signature

12/9/20
Date

2982-84200
Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

10th

day of December

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 for CARES funding agreement with Love Inc. The terms of the agreement are set out in the attached.

Done this 10th day of December 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
Nonprofit Human Services Provider

THIS AGREEMENT dated the 10th day of December, 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 Love Inc. of Columbia, a nonprofit corporation organized and existing under the laws of the State of Missouri, hereinafter referred to as "**Awardee**".

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 County received over \$40,000,000 in applications for the award of said funding; and

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

WHEREAS, Awardee has submitted an application for CARES funding through the County's online CARES portal administered by the County's Office of Emergency Management; and

WHEREAS, the Boone County Commission has decided to award funding to Awardee in the amount, and on the terms and conditions, set out in this Agreement; and

WHEREAS, the parties agree to cooperate on the form and content of expenditure documentation in order to comply with federal guidance on the appropriate use of CARES funding, including submission through the County's electronic portal operated by County's Office of Emergency Management; 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 October 19, 2020 and the Federal Funding Certification executed by Boone County dated April 29, 2020 is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This contract shall consist of this Agreement for CARES funding, the US Treasury Guidance and the Boone County federal funding certification dated April 29, 2020 incorporated above, and Awardee's application for CARES funding along with all supporting documentation submitted to County through County's electronic CARES portal. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of any conflict between any of the contract documents, this Agreement, the US Treasury Guidance and the Boone County federal funding certification shall prevail and control over any provisions in any of the other incorporated documents.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Awardee an amount not-to-exceed thirty-five thousand eight hundred and fifty dollars and zero cents (\$35,850.00) to facilitate Awardee's human services program as set forth in its submitted application for CARES funding.

4. **Submission of Expenditure Documentation & Unspent Funding.**

- a. Awardee will submit invoice(s) to County documenting Awardee's COVID-19 related expenditures as contemplated in Awardee's application for CARES funding, along with supporting documentation, in a form approved by County.
- b. Awardee will recognize a final program close-out date of December 30, 2020, and will return any unspent and un-incurred monies received by Awardee from County by January 8, 2021. County will consider any awarded funding for which Awardee has not submitted an invoice to County by January 8, 2020 as unspent monies under this Agreement.
- c. Any approved personnel-related expenses shall be documented using the format attached hereto as Exhibit A. Awardee shall specifically note if the submitted personnel expenses relate to personnel that were engaged in public safety, public health, health care, or human services duties.
- d. A comprehensive, aggregated report detailing expenditures of CARES funding pursuant to this Agreement shall be provided to County at the conclusion of the program.

5. **Certification at conclusion of services under Agreement.** At the end of the services contemplated herein, Awardee will certify to the County as follows:

- a. All expenditures made with the provided funding were 1) necessary expenditures incurred due to the public health emergency with respect to COVID-19; 2) not accounted for in the Awardee's 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. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary expenditure for purposes of the CARES Act.
- c. Awardee has not documented any expenditures under this Agreement for which Awardee received any other emergency COVID-19 supplemental funding for the same expense.
- d. Awardee shall return to County expenditure that is later found to not adhere to applicable federal restrictions.
- e. The person signing the final certification has authority to do so on behalf of and for Awardee.

6. ***Avoiding Duplication of Funding.*** Awardee shall not invoice County for expenses invoiced to another funding source. Awardee shall provide documentation and assurances to County that payments received from County are not a duplication of reimbursement from any other source of funding.

7. ***Audits and Records Retention.*** Awardee 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 Awardee 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, Awardee shall comply with all applicable local, state, and federal laws.

10. ***Discrimination.*** Awardee 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 with applicable provisions of federal and state laws and county or municipal statutes or ordinances which prohibit discrimination in employment and the delivery of services.

11. ***Subcontracts.*** Awardee may enter into subcontracts for components of the contracted service as Awardee deems necessary within the terms of the contract. 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.** Awardee agrees to comply with Missouri State Statute section 285.530 in that Awardee shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Awardee shall require each subcontractor to affirmatively state in its Agreement with the Awardee 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 Awardee 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 Agreement 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, Awardee 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 Awardee's services (meaning anyone, including but not limited to consultants having a contract with the Awardee or subcontractors for part of the services), or anyone directly or indirectly employed by the Awardee, or of anyone for whose acts the Awardee may be liable in connection with providing these services. This provision does not, however, require Awardee 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 County and Awardee.

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 proposals or contractual agreements. 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 Awardee funding.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 20

County of Boone

} ca.

In the County Commission of said county, on the 10th day of December 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 for CARES funding agreement with OATS Inc. The terms of the agreement are set out in the attached.

Done this 10th day of December 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
Nonprofit Human Services Provider

THIS AGREEMENT dated the 10th day of December, 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 OATS, Incorporated, a nonprofit corporation organized and existing under the laws of the State of Missouri, hereinafter referred to as "Awardee".

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 County received over \$40,000,000 in applications for the award of said funding; and

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

WHEREAS, Awardee has submitted an application for CARES funding through the County's online CARES portal administered by the County's Office of Emergency Management; and

WHEREAS, the Boone County Commission has decided to award funding to Awardee in the amount, and on the terms and conditions, set out in this Agreement; and

WHEREAS, the parties agree to cooperate on the form and content of expenditure documentation in order to comply with federal guidance on the appropriate use of CARES funding, including submission through the County's electronic portal operated by County's Office of Emergency Management; 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 October 19, 2020 and the Federal Funding Certification executed by Boone County dated April 29, 2020 is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This contract shall consist of this Agreement for CARES funding, the US Treasury Guidance and the Boone County federal funding certification dated April 29, 2020 incorporated above, and Awardee's application for CARES funding along with all supporting documentation submitted to County through County's electronic CARES portal. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of any conflict between any of the contract documents, this Agreement, the US Treasury Guidance and the Boone County federal funding certification shall prevail and control over any provisions in any of the other incorporated documents.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Awardee an amount not-to-exceed five thousand nine hundred thirty-one dollars and 16/100 (\$5,931.16) to facilitate Awardee's human services program as set forth in its submitted application for CARES funding.

4. **Submission of Expenditure Documentation & Unspent Funding.**

- a. Awardee will submit invoice(s) to County documenting Awardee's COVID-19 related expenditures as contemplated in Awardee's application for CARES funding, along with supporting documentation, in a form approved by County.
- b. Awardee will recognize a final program close-out date of December 30, 2020, and will return any unspent and un-incurred monies received by Awardee from County by January 8, 2021. County will consider any awarded funding for which Awardee has not submitted an invoice to County by January 8, 2020 as unspent monies under this Agreement.
- c. Any approved personnel-related expenses shall be documented using the format attached hereto as Exhibit A. Awardee shall specifically note if the submitted personnel expenses relate to personnel that were engaged in public safety, public health, health care, or human services duties.
- d. A comprehensive, aggregated report detailing expenditures of CARES funding pursuant to this Agreement shall be provided to County at the conclusion of the program.

5. **Certification at conclusion of services under Agreement.** At the end of the services contemplated herein, Awardee will certify to the County as follows:

- a. All expenditures made with the provided funding were 1) necessary expenditures incurred due to the public health emergency with respect to COVID-19; 2) not accounted for in the Awardee's 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. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary expenditure for purposes of the CARES Act.
- c. Awardee has not documented any expenditures under this Agreement for which Awardee received any other emergency COVID-19 supplemental funding for the same expense.
- d. Awardee shall return to County expenditure that is later found to not adhere to applicable federal restrictions.
- e. The person signing the final certification has authority to do so on behalf of and for Awardee.

6. ***Avoiding Duplication of Funding.*** Awardee shall not invoice County for expenses invoiced to another funding source. Awardee shall provide documentation and assurances to County that payments received from County are not a duplication of reimbursement from any other source of funding.

7. ***Audits and Records Retention.*** Awardee 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 Awardee 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, Awardee shall comply with all applicable local, state, and federal laws.

10. ***Discrimination.*** Awardee 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 with applicable provisions of federal and state laws and county or municipal statutes or ordinances which prohibit discrimination in employment and the delivery of services.

11. ***Subcontracts.*** Awardee may enter into subcontracts for components of the contracted service as Awardee deems necessary within the terms of the contract. 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.** Awardee agrees to comply with Missouri State Statute section 285.530 in that Awardee shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Awardee shall require each subcontractor to affirmatively state in its Agreement with the Awardee 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 Awardee 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 Agreement 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, Awardee 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 Awardee's services (meaning anyone, including but not limited to consultants having a contract with the Awardee or subcontractors for part of the services), or anyone directly or indirectly employed by the Awardee, or of anyone for whose acts the Awardee may be liable in connection with providing these services. This provision does not, however, require Awardee 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 County and Awardee.

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 proposals or contractual agreements. 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 Awardee funding.

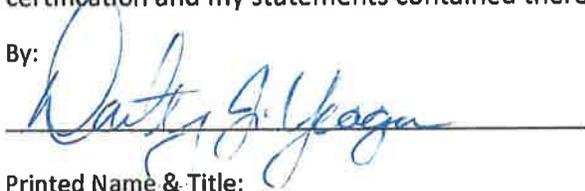
BOONE COUNTY, MISSOURI
CARES FUNDING CERTIFICATION

Awardee organization, **OATS, Inc**, a recipient of CARES funding from Boone County, Missouri, hereby certifies as follows:

1. All expenditures made with the provided funding were 1) necessary expenditures incurred due to the public health emergency with respect to COVID-19; 2) not accounted for in the Awardee's 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.
2. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary expenditure for purposes of the CARES Act.
3. Awardee has not documented any expenditures under this Agreement for which Awardee received any other emergency COVID-19 supplemental funding for the same expense.
4. Awardee shall return to Boone County any expenditure that is later found to not adhere to applicable federal restrictions.
5. The person signing the final certification has authority to do so on behalf of and for Awardee.
6. Only if Awardee has requested reimbursement for payroll expenses, then Awardee also certifies that said payroll expenses were for public safety, public health, health care, human services, or similar employees whose submitted payroll hours were substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Further, all submitted payroll expenses do not contain any of the following:
 - a. Paid or unpaid leave, paid holidays, or any other category of payroll hours during which the employee was not actively performing work.
 - b. Benefit related expenses such as health/life/dental insurance, leave, retirement/deferred compensation, allowances, etc.

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

By:

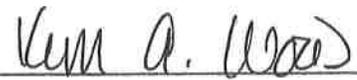


Printed Name & Title:

Dorothy J. Yeager, Executive Director



Subscribed and sworn to before me this ____ day of _____, 202__.



Notary Public

My Commission Expires: 9/26/2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

10th

day of December

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 for CARES funding agreement with Compass Health, Inc. The terms of the agreement are set out in the attached.

Done this 10th day of December 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
Public Health

THIS AGREEMENT dated the 10th day of December, 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 **Compass Health, Inc.**, a nonprofit corporation organized and existing under the laws of the State of Missouri, hereinafter referred to as "**Awardee**".

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 County received over \$40,000,000 in applications for the award of said funding; and

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

WHEREAS, Awardee has submitted an application for CARES funding through the County's online CARES portal administered by the County's Office of Emergency Management; and

WHEREAS, the Boone County Commission has decided to award funding to Awardee in the amount, and on the terms and conditions, set out in this Agreement; and

WHEREAS, the parties agree to cooperate on the form and content of expenditure documentation in order to comply with federal guidance on the appropriate use of CARES funding, including submission through the County's electronic portal operated by County's Office of Emergency Management; 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 October 19, 2020 and the Federal Funding Certification executed by Boone County dated April 29, 2020 is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This contract shall consist of this Agreement for CARES funding, the US Treasury Guidance and the Boone County federal funding certification dated April 29, 2020 incorporated above, and Awardee's application for CARES funding along with all supporting documentation submitted to County through County's electronic CARES portal. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of any conflict between any of the contract documents, this Agreement, the US Treasury Guidance and the Boone County federal funding certification shall prevail and control over any provisions in any of the other incorporated documents.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Awardee an amount not-to-exceed **thirty-nine thousand nine hundred sixty-one and 32/100 (\$39,961.32)** to facilitate Awardee's public health program as set forth in its submitted application for CARES funding.

4. **Submission of Expenditure Documentation & Unspent Funding.**

- a. Awardee will submit invoice(s) to County documenting Awardee's COVID-19 related expenditures as contemplated in Awardee's application for CARES funding, along with supporting documentation, in a form approved by County.
- b. Awardee will recognize a final program close-out date of December 30, 2020, and will return any unspent and un-incurred monies received by Awardee from County by January 8, 2021. County will consider any awarded funding for which Awardee has not submitted an invoice to County by January 8, 2020 as unspent monies under this Agreement.
- c. Any approved personnel-related expenses shall be documented using the format attached hereto as Exhibit A. Awardee shall specifically note if the submitted personnel expenses relate to personnel that were engaged in public safety, public health, health care, or human services duties.
- d. A comprehensive, aggregated report detailing expenditures of CARES funding pursuant to this Agreement shall be provided to County at the conclusion of the program.

5. **Certification at conclusion of services under Agreement.** At the end of the services contemplated herein, Awardee will certify to the County as follows:

- a. All expenditures made with the provided funding were 1) necessary expenditures incurred due to the public health emergency with respect to COVID-19; 2) not accounted for in the Awardee's 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. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary expenditure for purposes of the CARES Act.
- c. Awardee has not documented any expenditures under this Agreement for which Awardee received any other emergency COVID-19 supplemental funding for the same expense.
- d. Awardee shall return to County expenditure that is later found to not adhere to applicable federal restrictions.
- e. The person signing the final certification has authority to do so on behalf of and for Awardee.

6. ***Avoiding Duplication of Funding.*** Awardee shall not invoice County for expenses invoiced to another funding source. Awardee shall provide documentation and assurances to County that payments received from County are not a duplication of reimbursement from any other source of funding.

7. ***Audits and Records Retention.*** Awardee 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 Awardee 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, Awardee shall comply with all applicable local, state, and federal laws.

10. ***Discrimination.*** Awardee 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 with applicable provisions of federal and state laws and county or municipal statutes or ordinances which prohibit discrimination in employment and the delivery of services.

11. ***Subcontracts.*** Awardee may enter into subcontracts for components of the contracted service as Awardee deems necessary within the terms of the contract. 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.** Awardee agrees to comply with Missouri State Statute section 285.530 in that Awardee shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Awardee shall require each subcontractor to affirmatively state in its Agreement with the Awardee 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 Awardee 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 Agreement 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, Awardee 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 Awardee's services (meaning anyone, including but not limited to consultants having a contract with the Awardee or subcontractors for part of the services), or anyone directly or indirectly employed by the Awardee, or of anyone for whose acts the Awardee may be liable in connection with providing these services. This provision does not, however, require Awardee 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 County and Awardee.

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 proposals or contractual agreements. 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 Awardee funding.

557-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

10th

day of December

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 for CARES funding agreement with Columbia Farmers Market. The terms of the agreement are set out in the attached.

Done this 10th day of December 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
Nonprofit Human Services Provider

THIS AGREEMENT dated the 10th day of December, 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 **Columbia Farmers Market**, a nonprofit corporation organized and existing under the laws of the State of Missouri, hereinafter referred to as "**Awardee**".

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 County received over \$40,000,000 in applications for the award of said funding; and

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

WHEREAS, Awardee has submitted an application for CARES funding through the County's online CARES portal administered by the County's Office of Emergency Management; and

WHEREAS, the Boone County Commission has decided to award funding to Awardee in the amount, and on the terms and conditions, set out in this Agreement; and

WHEREAS, the parties agree to cooperate on the form and content of expenditure documentation in order to comply with federal guidance on the appropriate use of CARES funding, including submission through the County's electronic portal operated by County's Office of Emergency Management; 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 October 19, 2020 and the Federal Funding Certification executed by Boone County dated April 29, 2020 is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This contract shall consist of this Agreement for CARES funding, the US Treasury Guidance and the Boone County federal funding certification dated

April 29, 2020 incorporated above, and Awardee's application for CARES funding along with all supporting documentation submitted to County through County's electronic CARES portal. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of any conflict between any of the contract documents, this Agreement, the US Treasury Guidance and the Boone County federal funding certification shall prevail and control over any provisions in any of the other incorporated documents.

3. ***Approved Funding / Contract Not-To-Exceed.*** County will pay Awardee an amount not-to-exceed **Six thousand seven hundred eighty-three dollars ninety-nine cents (\$6,783.99)** to facilitate Awardee's human services program as set forth in its submitted application for CARES funding.

4. ***Submission of Expenditure Documentation & Unspent Funding.***

- a. Awardee will submit invoice(s) to County documenting Awardee's COVID-19 related expenditures as contemplated in Awardee's application for CARES funding, along with supporting documentation, in a form approved by County.
- b. Awardee will recognize a final program close-out date of December 30, 2020, and will return any unspent and un-incurred monies received by Awardee from County by January 8, 2021. County will consider any awarded funding for which Awardee has not submitted an invoice to County by January 8, 2020 as unspent monies under this Agreement.
- c. Any approved personnel-related expenses shall be documented using the format attached hereto as Exhibit A. Awardee shall specifically note if the submitted personnel expenses relate to personnel that were engaged in public safety, public health, health care, or human services duties.
- d. A comprehensive, aggregated report detailing expenditures of CARES funding pursuant to this Agreement shall be provided to County at the conclusion of the program.

5. ***Certification at conclusion of services under Agreement.*** At the end of the services contemplated herein, Awardee will certify to the County as follows:

- a. All expenditures made with the provided funding were 1) necessary expenditures incurred due to the public health emergency with respect to COVID-19; 2) not accounted for in the Awardee's 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. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary expenditure for purposes of the CARES Act.

- c. Awardee has not documented any expenditures under this Agreement for which Awardee received any other emergency COVID-19 supplemental funding for the same expense.
- d. Awardee shall return to County expenditure that is later found to not adhere to applicable federal restrictions.
- e. The person signing the final certification has authority to do so on behalf of and for Awardee.

6. ***Avoiding Duplication of Funding.*** Awardee shall not invoice County for expenses invoiced to another funding source. Awardee shall provide documentation and assurances to County that payments received from County are not a duplication of reimbursement from any other source of funding.

7. ***Audits and Records Retention.*** Awardee 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 Awardee 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, Awardee shall comply with all applicable local, state, and federal laws.

10. ***Discrimination.*** Awardee 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 with applicable provisions of federal and state laws and county or municipal statutes or ordinances which prohibit discrimination in employment and the delivery of services.

11. ***Subcontracts.*** Awardee may enter into subcontracts for components of the contracted service as Awardee deems necessary within the terms of the contract. 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.*** Awardee agrees to comply with Missouri State Statute section 285.530 in that Awardee shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of

Missouri. Awardee shall require each subcontractor to affirmatively state in its Agreement with the Awardee 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 Awardee 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 Agreement 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, Awardee 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 Awardee's services (meaning anyone, including but not limited to consultants having a contract with the Awardee or subcontractors for part of the services), or anyone directly or indirectly employed by the Awardee, or of anyone for whose acts the Awardee may be liable in connection with providing these services. This provision does not, however, require Awardee 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 County and Awardee.

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 proposals or contractual agreements. 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 Awardee funding.

18. **Notice.**

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

December Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

10th

day of

December

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 for CARES funding agreement with Curators of the University of Missouri d/b/a University of Missouri Healthcare

Done this 10th day of December 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
Public Health – MU Hospital

THIS AGREEMENT dated the 8th 10th day of December, 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 **Curators of the University of Missouri, d/b/a University of Missouri Healthcare**, a public corporation created and existing under the laws of the State of Missouri, hereinafter referred to as "**Awardee**".

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 County received over \$40,000,000 in applications for the award of said funding; and

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

WHEREAS, Awardee has submitted an application for CARES funding through the County's online CARES portal administered by the County's Office of Emergency Management; and

WHEREAS, the Boone County Commission has decided to award funding to Awardee in the amount, and on the terms and conditions, set out in this Agreement; and

WHEREAS, the parties agree to cooperate on the form and content of expenditure documentation in order to comply with federal guidance on the appropriate use of CARES funding, including submission through the County's electronic portal operated by County's Office of Emergency Management; 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 October 19, 2020 and the Federal Funding Certification executed by Boone County dated April 29, 2020 is to be considered part of this formal contract and is incorporated as if fully set forth herein.
2. **Contract Documents.** This contract shall consist of this Agreement for CARES funding, the US Treasury Guidance and the Boone County federal funding certification dated

April 29, 2020 incorporated above, and Awardee's application for CARES funding along with all supporting documentation submitted to County through County's electronic CARES portal. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of any conflict between any of the contract documents, this Agreement, the US Treasury Guidance and the Boone County federal funding certification shall prevail and control over any provisions in any of the other incorporated documents.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Awardee an amount not-to-exceed two million, one hundred twenty-three thousand, six hundred two dollars and fifty-seven cents (\$2,123,602.57) to facilitate Awardee's public health program as set forth in its submitted application for CARES funding.

4. **Submission of Expenditure Documentation & Unspent Funding.**

- a. Awardee will submit invoice(s) to County documenting Awardee's COVID-19 related expenditures as contemplated in Awardee's application for CARES funding, along with supporting documentation, in a form approved by County.
- b. Awardee will recognize a final program close-out date of December 30, 2020, and will return any unspent and un-incurred monies received by Awardee from County by January 8, 2021. County will consider any awarded funding for which Awardee has not submitted an invoice to County by January 8, 2020 as unspent monies under this Agreement.
- c. Any approved personnel-related expenses shall be documented using the format attached hereto as Exhibit A. Awardee shall specifically note if the submitted personnel expenses relate to personnel that were engaged in public safety, public health, health care, or human services duties.
- d. A comprehensive, aggregated report detailing expenditures of CARES funding pursuant to this Agreement shall be provided to County at the conclusion of the program.

5. **Certification at conclusion of services under Agreement.** At the end of the services contemplated herein, Awardee will certify to the County as follows:

- a. All expenditures made with the provided funding were 1) necessary expenditures incurred due to the public health emergency with respect to COVID-19; 2) not accounted for in the Awardee's 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. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary expenditure for purposes of the CARES Act.

- c. Awardee has not documented any expenditures under this Agreement for which Awardee received any other emergency COVID-19 supplemental funding for the same expense.
- d. Awardee shall return to County expenditure that is later found to not adhere to applicable federal restrictions.
- e. The person signing the final certification has authority to do so on behalf of and for Awardee.

6. ***Avoiding Duplication of Funding.*** Awardee shall not invoice County for expenses invoiced to another funding source. Awardee shall provide documentation and assurances to County that payments received from County are not a duplication of reimbursement from any other source of funding.

7. ***Audits and Records Retention.*** Awardee 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 Awardee 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, Awardee shall comply with all applicable local, state, and federal laws.

10. ***Discrimination.*** Awardee 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 with applicable provisions of federal and state laws and county or municipal statutes or ordinances which prohibit discrimination in employment and the delivery of services.

11. ***Subcontracts.*** Awardee may enter into subcontracts for components of the contracted service as Awardee deems necessary within the terms of the contract. 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.*** Awardee agrees to comply with Missouri State Statute section 285.530 in that Awardee shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of

Missouri. Awardee shall require each subcontractor to affirmatively state in its Agreement with the Awardee 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 Awardee 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 Agreement 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, Awardee 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 Awardee's services (meaning anyone, including but not limited to consultants having a contract with the Awardee or subcontractors for part of the services), or anyone directly or indirectly employed by the Awardee, or of anyone for whose acts the Awardee may be liable in connection with providing these services. This provision does not, however, require Awardee 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 County and Awardee.

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 proposals or contractual agreements. 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 Awardee funding.

18. **Notice.**

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

December Session of the October Adjourned

Term. 2020

In the County Commission of said county, on the 10th day of December 2020
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the Pulse Point Subscription Project.

Done this 10th day of December 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

BOONE COUNTY, MISSOURI
REQUEST FOR BUDGET REVISION
RECEIVED

Please return purchase req with back-up to Auditor's Office.

12/3/20
EFFECTIVE DATE

DEC - 3 2020

FOR AUDITORS USE

BOONE COUNTY AUDITOR

(Use whole \$ amounts)
Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2700	86850	911/EM General Sales Tax	Contingency	20,500	
2703	71101	Information Technology-BCJC/EM	Professional Services		10,000
2703	70100	Information Technology-BCJC/EM	Software Subscriptions		10,500
				20,500	20,500

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

Revise budget to transfer funds from 2700-86850 (Information Technology-BCJC/EM - Contingency) to 2703-71101 (Information Technology-BCJC/EM - Professional Services) and 2703-70100 (Information Technology-BCJC/EM - Software Subscriptions) to complete the PulsePoint purchase. Total amount being transferred is \$20,500.00.

PULSEPOINT SOFTWARE SUBSCRIPTION

Do you anticipate that this Budget Revision will provide sufficient funds to compete the year? YES or NO
 If not, please explain (use an attachment if necessary):

[Signature]

 Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- N/A* A schedule of previously processed Budget Revisions/Amendments is attached
 Unencumbered funds are available for this budget revision.
 Comments:

cy

 Auditor's Office

Agenda

 PRESIDING COMMISSIONER DISTRICT I COMMISSIONER DISTRICT II COMMISSIONER

Quote Number PPF-00010600
 Created Date 11/18/2020
 Expiration Date 3/31/2021
 Prepared By Kraig Erickson
 Phone (218) 384-1123
 Email kraig.erickson@pulsepoint.org

Bill To Name Columbia-boone County Joint Communications
 Bill To Columbia, MO
 United States

Ship To Name Columbia-boone County Joint Communications
 Ship To Columbia, MO
 United States

Product	Sales Price	Quantity	Total Price
PulsePoint Respond Implementation Project- Includes PulsePoint Read-only CAD connection installation, configuration, testing, validation, AED registry organization, technical admin training, digital materials, and proj mgmnt of launch.	USD 10,000.00	1.00	USD 10,000.00
PulsePoint Respond - Tier 1: Annual Subscription for covered population size 50K - 300K. Includes PulsePoint Respond License, Public and Verified Responder apps, AED Registry, Maintenance / Support of CAD Interface, admin and end-users.	USD 10,500.00	1.00	USD 10,500.00

Order will be processed upon PulsePoint Foundation's acceptance of signed quote, signed Statement of Work, and Customer Purchase Order or payment.

Total Price USD 20,500.00

Upon acceptance, Customer will be invoiced for Implementation Fee. Customer will not be invoiced for Annual Subscription Fee until Soft Launch, which is when Annual Subscription Term begins.

Please return signed Quote, Statement of Work, and Payment to the PulsePoint representative listed above or mail to:

**PulsePoint Foundation
 PO Box 12594
 Pleasanton, CA 94588-2594**

Authorized Customer Representative

 Signature

 Name

 Title

 Date

By signing quote, Customer agrees to Terms of Use that follow.

560 -2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 20

County of Boone } ea.

In the County Commission of said county, on the 10th day of December 20 20
the following, among other proceedings, were had, viz:

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

Name	Board	Period
Deborah Finley	The Bluffs	January 1, 2021 thru March 31, 2023

Done this 10th 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