

561 -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

15th

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 for Surplus Disposal-Surplus equipment by auction on GovDeals or by destruction for whatever is not suitable for auction.

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

Done this 15th 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



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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

15th

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 award bid RFB 17NOV20 Copy Paper-Term Supply.

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

Done this 15th 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



Boone County Purchasing

Liz Palazzolo
Senior Buyer



613 E. Ash, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: December 1, 2020
RE: 40-17NOV20 – Copy Paper – Term and Supply

Request for Bid RFB 40-17NOV20 solicited bids for Copy Paper for Boone County Departments. Two bids and one “No Bid” were received. The two bids were received from Office Essentials and Staples. The bid from Office Essentials is the lowest priced responsive bid meeting all mandatory requirements of the RFB.

The initial contract period will run from January 1, 2021 through December 31, 2021 and includes four (4) one-year renewal options.

This is a Countywide Term and Supply contract.

/lp

Attachments: File Memo and Cost Evaluation

cc: File

563 -2020

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County of Boone } ea.

December Session of the October Adjourned

Term. 20 20

In the County Commission of said county, on the
the following, among other proceedings, were had, viz:

15th

day of

December

20 20

Now on this day, the County Commission of the County of Boone does hereby award bid
17-27OCT20-Antenna Feedline Installation Associated with Microwave-Linked Land
Mobile Two-Way Radio System.

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

Done this 15th 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 Purchasing

Robert Wilson
Buyer



613 E. Ash Street, Room 113
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: December 9, 2020
RE: 17-27OCT20 – Antenna Feedline Installation Associated with Microwave-Linked Land Mobile Two-Way Radio System

17-27OCT20 – Antenna Feedline Installation Associated with Microwave-Linked Land Mobile Two-Way Radio System opened on October 27, 2020. Four (4) bids were received.

Joint Communications recommends award by lowest responsive bid to AMF Electrical Contractors Inc of St Louis, Missouri to perform antenna and feedline work at multiple tower sites in Boone County to include:

| | |
|-------------------|------------|
| Work at JCT Tower | \$1,800.00 |
| Work at CNT Tower | \$1,620.00 |
| Work at RIG Tower | \$2,800.00 |
| Work at BCB Tower | \$7,440.00 |

Total Cost of the project will be \$13,660.00. \$7,440.00 will be paid from department 2706 – Radio Network Improvements, account 91300 – Machinery & Equipment. \$6,220.00 will be paid from 2704 – Radio Network Operations, account 60200 – Equipment Repairs and Maintenance

cc: Chad Martin, JC
Dave Dunford, Radio Consultant
Contract File

Boone County Procurement Contract Data Form and Checklist

Route completed form to Auditor's Office with contract documents. Checklist terminates in Auditor's Office.

Complete this section at the BEGINNING of the procurement process

Item or Project to Procure: Antenna and Feedline Installation Associated with Microwave Linked Land Mobile Two-Way Radio System Bid #: 17-2 OCT 20

Responsible Office and Contact Name: Dæ Dunford, Chad Martin JC

Budget Analyst (Auditor's Office): Jake Flowers

List Dept(s)/accounts(s): 2704,60200 / 2706,91300 Amount Budgeted: 2704-\$89 035 / 2706-\$510 194

Check ONE:

Approved budget confirmed with Responsible Office. Contact Name and Date: Chad Martin 11/6

No approved budget--contact Budget Analyst. Action Plan: _____

Check if the following applies:

Grant Funds. If checked, indicate grant name: _____

Prevailing Wage. If checked, circle ONE of the following:

1. Responsible Office will perform Prevailing Wage payroll review.

2. Boone County Treasurer will perform Prevailing Wage payroll review.

Complete this section when preparing contract for approval

Vendor Name: AMF Electrical Contractors, Inc.

Check ONE:

Vendor exists in vendor file as ACTIVE. Vendor #: 16132

Vendor exists in vendor file as INACTIVE. Vendor #: _____ Attach completed W-9 or contact Auditor's Office

Requesting NEW vendor. Attach completed W-9 or contact Auditor's Office

Purchase Order Required? NO ___ YES Status: _____

Budget Revision/Amendment required? NO YES ___ Status: _____

Direct Deposit Authorization for Electronic Funds Transfer form routed to Treasurer. Initial _____ Date _____

If Prevailing Wage #2 is circled above complete **Prevailing Wage Master File Form** and route to Treasurer.

Initial _____ Date _____

AUDITOR'S OFFICE: Budget Analyst completes this section as part of contract certification process

Check all that apply: (Budget Analyst initiates internal staff discussions as needed.)

Item or services will be TAGGED for property inventory purposes. If checked, complete the following:

▪ Costs be added to an existing tag number? NO ___ YES ___ Tag Number: _____

▪ Costs replace existing asset? NO ___ YES ___ Tag Number to be retired: _____

▪ How will placed in service date be determined? _____

If Tag Numbers are listed above, copy of form given to capital asset accountant.

Acquired item or services will be administered as a project requiring coordination with or approval from more than one County office. If checked, complete the following:

▪ Name of Project Manager: _____

▪ Person responsible for approving invoices for payment: _____

▪ Routing process for invoice approval: _____

▪ Person responsible for tracking the project budget and expenses: _____

Budget Analyst: Initial _____ Date _____ "Save As" file name: _____

Format: Dept #-Description-MonthDay (Use date the contract was certified)

| 17-27OCT20 - Antenna and Feedline Installation Associated with Microwave-Linked Land Mobile Two-Way Radio System | | | AMF Electrical Contractors inc | Allstate Tower Inc | KDC Wireless Inc | Second Sight Systems LLC |
|---|---|-------|--|--------------------|--------------------|-----------------------------|
| BID TABULATION | | | | | | |
| 14.1. | PRICING | Unit: | UNIT COST | UNIT COST | UNIT COST | UNIT COST |
| .1. | Work at JCT Tower | LS | \$1,800.00 | \$8,100.00 | \$2,315.00 | \$4,790.00 |
| .2. | Work at BCB Tower | LS | \$7,440.00 | \$20,200.00 | \$9,830.00 | \$14,670.00 |
| .3. | Work at CNT Tower | LS | \$1,620.00 | \$4,100.00 | \$2,315.00 | \$1,840.00 |
| .4. | Work at RIG Tower | LS | \$2,800.00 | \$4,100.00 | \$6,480.00 | \$7,360.00 |
| | Sub Total (Initial Purchase) | | \$13,660.00 | \$36,500.00 | \$20,940.00 | \$28,660.00 |
| Term and Supply Work | | | | | | |
| 14.2. | Mobilization | LS | \$850.00 | \$2,500.00 | \$2,460.00 | \$2,150.00 |
| 14.3. | Tower Technician Hourly Cost | /hr | \$130.00 | \$125.00 | \$105.00 | \$120.00 |
| 14.4. | Estimate of Vendor Staff Required for typical antenna/feedline work | | 3 | 4 | 3 | 4 |
| 14.5. | Work will begin ___ days after Notice to Proceed | | 7 - 14 days | 45 days | 14 days | 15 - 30 days |
| 14.6. | Work will be completed ___ days after Notice to Proceed | | All site work should be completed in 5 days | 10 days | 7 days after start | 21 - 36 days |

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash Street, Rm. 113
Columbia, MO 65201
(573) 886-4393
(573) 886-4390

TO: Dave Dunford

FROM: Robert Wilson
Buyer

DATE: 11/6/2020

RE: Bid Award Recommendation – 17-27OCT20 - Antenna and Feedline Installation
Associated with Microwave-Linked Land Mobile Two-Way Radio System

Attached is the bid tabulation for the four responses received for the above referenced bid. Please return this cover sheet with your recommendation by e-mail or interoffice mail after you have completed the evaluation of this bid. If you have any questions, let me know.

DEPARTMENT REPLY:

Please complete the following:

Department / Account Numbers: 2704/60200
Annual budgeted amount: 89,035

2706/91300 BCB site
\$510,194 for
entire project

Award Bid to the following vendors:

AMF ELECTRICAL

For the following reasons:

LOW, APPARENTLY COMPLIANT, BIDDER

AT THIS TIME, RECOMMEND BID AWARDED FOR STATED
SITES ONLY, NOT T+S.

Recommend rejecting all bids for reasons detailed below.

Administrative Authority Signature: _____

Date: 11/6/2020

564-2020

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December Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

15th

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 following budget revision from the Sheriff's Office to move funds from Gasoline to Rep. Machinery & Equipment for the replacement of walk-through Metal Detectors at the Jail.

| Department | Account | Department Name | Account Name | Decrease \$ | Increase \$ |
|------------|---------|-----------------|-----------------------|-------------|-------------|
| 1255 | 59000 | Corrections | Gasoline | 3,862 | |
| 1255 | 59000 | Corrections | Machinery & Equipment | | 3,862 |
| | | | | 3,862 | 3,862 |

Done this 15th day of December 2020.

ATTEST:

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

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 SHERIFF'S DEPARTMENT

2121 County Drive
DWAYNE CAREY, Sheriff

Columbia, Missouri 65202-9051
Phone (573)875-1111 Fax (573)874-8953

12-3-20

TO: Boone County Commission

FROM: Captain Gary German

RE: Jail Metal Detector

The metal detector located inside the jail facility is no longer functioning properly; we have had it inspected and were told it is no longer repairable as parts are not available.

The asset tag number 14183 and was purchased in 2003 from Civil Process special revenue funds. We are unsure why it was originally purchased from special revenue funds at that time. In the world today this equipment is an essential part of a jail facility.

We are requesting this asset be replaced using general revenue funds. We currently have remaining funds in our motor fuel/gasoline account in the corrections general fund budget and are requesting a budget revision to move money to class 9 to purchase a new metal detector. We estimate \$8500.00 will be remaining in the gasoline account and the cost for a new metal detector is \$3862.00.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary German", written in a cursive style.

Captain Gary German

All Products

Enter keyword, item, model or part #



Bulk Order

My Account



Print Email Checkout Feedback

Cart

Review

Complete

Delivery Method

- Shipping
- Pickup

Check Availability

65201

Go

Proceed to Checkout

Order Summary

You are eligible for **FREE Standard Ground shipping!**

| | |
|-----------------------------|-------------------|
| Subtotal | \$3,861.68 |
| Estimated Standard Shipping | FREE |
| Estimated Total | \$3,861.68 |

Availability, shipping, tax & promotions are not final until you complete your order.

Add Promotional Code

Setup Auto Reorder

My Products



GARRETT METAL DETECTORS
Walk-Through Metal Detector

Item # **SENY7**
Price \$3,861.68 / each

This item requires special shipping, additional charges may apply.

Availability

Ships from supplier. Expected to arrive on or before **Tue. Dec 01.**

Qty
1

Update
Remove
Save For Later

Show Reference Information Clear Cart

TOTAL
\$3,861.68

Add Extended Protection Plan for \$1,052.63 | Plan Details & Exclusions

K

| | | | |
|----------------|---------------------------------|------------------------|-----------------------------|
| Year | <u>2020</u> | Original Appropriation | <u>18,173.00</u> |
| Dept | <u>1255 CORRECTIONS</u> | Revisions | <u> </u> |
| Acct | <u>59000 MOTORFUEL/GASOLINE</u> | Original + Revisions | <u>18,173.00</u> |
| Fund | <u>100 GENERAL FUND</u> | Expenditures | <u>8,009.57</u> |
| | | Encumbrances | <u> </u> |
| Class/Account | <u>A ACCOUNT</u> | Actual To Date | <u>8,009.57</u> |
| Account Type | <u>E EXPENSE</u> | Remaining Balance | <u>10,163.43</u> |
| Normal Balance | <u>D DEBIT</u> | Shadow Balance | <u>10,163.43</u> |

Expenditures by Period

| | | | |
|----------|-----------------|-----------|-----------------------------|
| January | <u>74.08</u> | July | <u>453.00</u> |
| February | <u>1,903.81</u> | August | <u>587.11</u> |
| March | <u>1,221.65</u> | September | <u>714.51</u> |
| April | <u>57.70</u> | October | <u>831.43</u> |
| May | <u>970.71</u> | November | <u>786.93</u> |
| June | <u>408.64</u> | December | <u> </u> |

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

Boone County Purchasing

Marlene Ridgway
Buyer



601 E. Walnut, Rm 209
Columbia, MO 65201
(573) 886-4392
Fax (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *Marlene*
RE: 38-29MAY03 – Walk Through Metal Detector and X-ray Screening System
DATE: June 18, 2003

The Court Administration and the Purchasing Department have reviewed the above referenced bid and make the following recommendation. We recommend rejecting the bid from Control Screening. They took exceptions to the location of the detector lights on the walk through metal detector and they did not meet the minimum specifications of the zoom capabilities of the X-ray Screening System. We further recommend award to the Denning Electronics Corporation for having the best bid meeting the minimum specifications.

The Thirteenth Judicial Circuit Court Marshal's office requests approval and award for the CEIA HIPEPTZ Multizone walk through metal detector and alternate backup battery and the Heimann Hi=Scan 6040i with alternate entry and exit tables including installation and training for \$33,662.00. This is to be paid from organization 1230 account 92300.

In addition, a request identified after the bid opening, the Sheriff's Department requests approval to purchase of the CEIA HIPEPTZ Multizone walk through metal detector including training and installation for a price of \$4,443.00 to be paid from Civil Process fund.

Total contract amount to Denning Electronics Corporation is \$38,105.00.

The bid tabulation is attached.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the May Adjourned

Term. 20 03

In the County Commission of said county, on the

10th day of

July 20 03

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment:

| DEPARTMENT ACCOUNT AND TITLE | AMOUNT INCREASE |
|--|-----------------|
| 2540-91300: Civil Process Fund – Machinery and Equipment | \$4,443.00 |

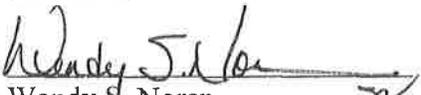
Said budget amendment is to establish a budget for the purchase of a metal detector for the jail.

The County Commission of the County of Boone does hereby award bid 38-29MAY03 for Walk Through Metal Detector and X-Ray Screening System to Denning Electronics Corporation. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 10th day of July, 2003.


 Keith Schnarre
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission

ABSENT
 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

565-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

December Session of the October Adjourned

Term. 20

In the County Commission of said county, on the
the following, among other proceedings, were had, viz:

15th

day December

200

Now on this day, the County Commission of the County of Boone does hereby approve the Joint Communications Class 9 Asset Purchase of a Portable Resistive Load Bank for testing batteries that serve the UPS (Uninterruptible Power Supply) units at tower sites.

Done this 15th 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



2145 County Drive
Columbia, MO 65202

Phone (573) 554-1000
Fax (573) 875-1072

MEMORANDUM

TO: Boone County Commission

FROM: Chad Martin, Director

DATE: December 7, 2020

RE: Class 9 Asset Purchase – Portable Resistive Load Bank

Commission approval is requested for purchase of a Portable Resistive Load Bank for testing batteries that serve the UPS (Uninterruptible Power Supply) units at tower sites.

Need for this equipment became apparent after the UPS at the White Pole tower site (POL) failed during repeated power outages downtown on October 30, 2020. The requested equipment will allow us to test our UPS batteries at all the tower sites to assure the batteries are charging properly and the UPS units can reliably protect vital radio equipment. It would be prudent to begin the testing as soon as possible.

The cost is approximately \$2,500. Funds are available in Dept 2704 Radio Network Operations, Class 9 budget. Funds budgeted for work on the fiber loop at the 911 Backup Center are no longer needed because changes that the City made to the fiber network made that project unnecessary.

566-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

January Session of the January Adjourned

Term. 2020

15th

day of

December
January

2020

In the County Commission of said county, on the
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 Right of Use Permit-Outdoor Warning Siren Agreement between Boone County and the following:

City of Ashland

Terms of the agreement are stipulated in the attached Agreements. It is further ordered the Presiding Commissioner is hereby authorized to sign said Right of Use Permit-Outdoor Warning Siren Agreement.

Done this ~~9th~~ ^{15th} day of ~~January~~ ^{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

RIGHT OF USE PERMIT

KNOW ALL MEN BY THESE PRESENT that on this 15th day of December, 2020 the City of Ashland, a municipal corporation, does hereby permit **Boone County, Missouri, on behalf of its Office of Emergency Management**, (hereinafter referred to as "Permittee") to enter upon the following described lands owned by the City of Ashland and located within American Settler Drive right of way, Ashland, County of Boone, State of Missouri, and more particularly described as follows, to wit:

The right-of-way of American Settler Drive located in the right-of-way, within the limits of the City of Ashland, further described by the exhibit(s) attached to this right of use permit.

This permit is subject to the following conditions and stipulations:

1. This permit is for the exclusive purpose of construction, improvement, operation, and maintenance of a warning sirens with supporting infrastructure built in the right-of-way of American Settler Drive.
2. This permit does not grant Permittee or any of its officers, agents or employees the right to cut, break, excavate or damage the street pavement of American Settler Drive without City consent
3. Permittee will be responsible for the costs of any future repairs, maintenance or replacements which is the result from Permittee's use under this right-of-use-permit.
4. Prior to exercising its right granted herein, Permittee shall present its construction plans or diagrams locating the proposed warning sirens with supporting infrastructure to the City Public Works Department and any other utility existing in the rights-of-way to insure that the proposed plans will not interfere with any existing utility. The Permittee will relocate its improvement if requested to do so by an existing utility.
5. Prior to exercising its right granted hereunder, Permittee agrees to obtain all necessary permits required by the City of Ashland pertaining to the work being done in the rights-of-way and to submit a traffic routing plan to be approved by the City Public Works Department.
6. If the warning sirens with supporting infrastructure is abandoned, all rights herein granted shall cease and terminate and Permittee shall have no further right of interest therein except that, upon abandonment, Permittee remains responsible for all of Permittee's facilities and structures left in place and any costs to remove them or store them or to otherwise clean up easement.
7. If at any time during construction, repair, modification or relocation of warning sirens with supporting infrastructure, or any utility existing in the rights-of-way at the time this permit is granted, is necessary which would require the relocation of the warning sirens with supporting infrastructure, the Permittee shall relocate warning sirens with supporting infrastructure at their own expense.
8. The Permittee agrees by exercising its rights under this permit that if the warning sirens with supporting infrastructure is damaged in anyway, whether negligently or intentionally by the construction, repair, modification or relocation of warning sirens with supporting infrastructure

CERTIFIED COPY OF ORDER

567-2020

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 20

County of Boone

15th

day of December

20 20

In the County Commission of said county, on the

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 Right of Use Permit-Outdoor Warning Siren Agreement between Boone County and the following:

City of Columbia

Terms of the agreement are stipulated in the attached Agreements. It is further ordered the Presiding Commissioner is hereby authorized to sign said Right of Use Permit-Outdoor Warning Siren Agreement.

Done this 15th day of December 2020.

ATTEST:

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

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



RIGHT OF USE PERMIT

KNOW ALL MEN BY THESE PRESENT that on this 15th day of December, 2020 the City of Columbia, a municipal corporation, does hereby permit **Boone County, Missouri, on behalf of its Office of Emergency Management**, (hereinafter referred to as "Permittee") to enter upon the following described lands owned by the City of Columbia and located within Pergola Drive right of way, Columbia, County of Boone, State of Missouri, and more particularly described as follows, to wit:

The right-of-way of Pergola Drive located in the right-of-way, within the limits of the City of Columbia, further described by the exhibit(s) attached to this right of use permit.

This permit is subject to the following conditions and stipulations:

1. This permit is for the exclusive purpose of construction, improvement, operation, and maintenance of a warning sirens with supporting infrastructure built in the right-of-way of Pergola Drive.
2. This permit does not grant Permittee or any of its officers, agents or employees the right to cut, break, excavate or damage the street pavement of Pergola Drive without City consent
3. Permittee will be responsible for the costs of any future repairs, maintenance or replacements which is the result from Permittee's use under this right-of-use-permit.
4. Prior to exercising its right granted herein, Permittee shall present its construction plans or diagrams locating the proposed warning sirens with supporting infrastructure to the City Public Works Department and City Water and Light Department and any other utility existing in the rights-of-way to insure that the proposed plans will not interfere with any existing utility. The Permittee will relocate its improvement if requested to do so by an existing utility.
5. Prior to exercising its right granted hereunder, Permittee agrees to obtain all necessary permits required by the City of Columbia pertaining to the work being done in the rights-of-way and to submit a traffic routing plan to be approved by the City Public Works Department.
6. If the warning sirens with supporting infrastructure is abandoned, all rights herein granted shall cease and terminate and Permittee shall have no further right of interest therein except that, upon abandonment, Permittee remains responsible for all of Permittee's facilities and structures left in place and any costs to remove them or store them or to otherwise clean up easement.
7. If at any time during construction, repair, modification or relocation of warning sirens with supporting infrastructure, or any utility existing in the rights-of-way at the time this permit is granted, is necessary which would require the relocation of the warning sirens with supporting infrastructure, the Permittee shall relocate warning sirens with supporting infrastructure at their own expense.
8. The Permittee agrees by exercising its rights under this permit that if the warning sirens with supporting infrastructure is damaged in anyway, whether negligently or intentionally by the construction, repair, modification or relocation of warning sirens with supporting infrastructure

or of any utility existing in the rights-of-way of said city street at the time this permit is granted it will repair or replace the warning sirens with supporting infrastructure at its own cost and hold the City of Columbia harmless for any of the costs associated with the repair or replacement or any other costs associated with the damage to the facilities.

This permit shall remain in effect until canceled by the City of Columbia, which shall be obligated to notify Permittee one (1) year in advance of the cancellation.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be signed by its officers the day and year first written above.

CITY OF COLUMBIA, MISSOURI

By: _____
John Glascock
City Manager

ATTEST:

By: _____
Sheela Amin
City Clerk

APPROVED TO AS FORM:

By: _____
Nancy Thompson
City Counselor

CERTIFICATION:

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

June Pritchard by J 12/4/20
Auditor Date

BOONE COUNTY, MISSOURI

(By and through its County Commission):

By: Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

SIG
HER

ATTEST

By: Brianna L. Lennon
Brianna L. Lennon, County Clerk
County Clerk

APPROVED AS TO LEGAL FORM

By: Charles J. Dykhouse
Charles J. Dykhouse
County Counselor

CERTIFIED COPY OF ORDER

568 -2020

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20

County of Boone

In the County Commission of said county, on the

15th

day 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 the attached contract for CARES funding with City of Hallsville. The terms of the agreement are set out in the attached.

Done this 15th day of December 2020.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Party
Fred J. Party
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner





AGREEMENT FOR CARES FUNDING
Public Entity PPE & Sanitation Funding

THIS AGREEMENT dated the 15th 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 **City of Hallsville**, a public entity 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 two thousand five hundred eighty dollars and 45/100 (\$2,580.45) to facilitate Awardee's PPE and sanitation 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: City of Hallsville, 202 Highway 124-E, Hallsville, MO 65255

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

City of Hallsville, Awardee

By:



Printed Name & Title:

Logan Carter Mayor

Boone County, Missouri

By: Boone County Commission

Daniel K. Atwill

Daniel K. Atwill, Presiding Commissioner

ATTEST:



Brianna L. Lennon, County Clerk

Approved as to Legal Form:

CJ Dykhouse by JR
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

12/10/20
Date

2982-84200
Appropriation Account

S
F

569 -2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20

County of Boone

In the County Commission of said county, on the

15th

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 attached contract for CARES funding with Daniel Boone Regional Library. The terms of the agreement are set out in the attached.

Done this 15th 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 Entity PPE & Sanitation Funding

THIS AGREEMENT dated the 15th 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 **Daniel Boone Regional Library**, 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 eighteen thousand one hundred eighty-seven dollars and 87/100 (\$18,187.87) to facilitate Awardee's PPE and sanitation 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.

570 -2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} es.

December Session of the October Adjourned

Term. 20

County of Boone

In the County Commission of said county, on the

15th

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 attached contract for CARES funding with In2Action. The terms of the agreement are set out in the attached.

Done this 15th day of December 2020.

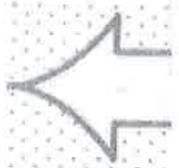
ATTEST:

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 15th 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 **in2Action**, 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 seven hundred fifty dollars (\$13,750.00)** 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: **In2Action**

**3104 Fox Trot Drive
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.

In2Action, Awardee

By:

Dan Hanweken

Printed Name & Title:

DAN HANWEKEN
EXECUTIVE DIRECTOR - IN2ACTION

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:

CJ Dykhouse by JR
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 Pitakford by JF
Signature

12/10/20
Date

2982-84200
Appropriation Account

(Handwritten mark)

571-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20

County of Boone

In the County Commission of said county, on the

15th

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 attached contract for CARES funding with Girl Scouts of the Missouri Heartland. The terms of the agreement are set out in the attached.

Done this 15th day of December 2020.

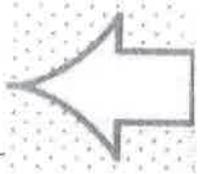
ATTEST:

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 15th 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 Girl Scouts of the Missouri Heartland, 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

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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 one thousand dollars and zero cents (\$1,000.00) 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: Girl Scouts of the Missouri Heartland, 210 S. Ingram Mill Road, Springfield, MO 65802.

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

Girl Scouts of the Missouri Heartland, Awardee

By:

Anne Soots

Printed Name & Title:

Anne Soots, CEO

Boone County, Missouri

By: Boone County Commission

Daniel K. Atwill

Daniel K. Atwill, Presiding Commissioner

ATTEST:

Brianna L. Lennon Jr

Brianna L. Lennon, County Clerk

Approved as to Legal Form:

CJ Dykhouse by JR

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 JF

Signature

12/10/20

Date

2982-84200

Appropriation Account

SIG
HEI

572 -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

15th

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 Curators University of Missouri

The terms of the agreement are set out in the attached.

Done this 15th 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 Higher Education PPE & Sanitation Funding

THIS AGREEMENT dated the 15th 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**, 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 one million four hundred sixty-eight thousand thirty one dollars and no/100 (\$1,468,031.00) to facilitate Awardee's PPE and sanitation 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.**

573 -2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

December Session of the October Adjourned

Term. 20

County of Boone

In the County Commission of said county, on the

15th

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 attached contract for CARES funding with Turning Point Day Center. The terms of the agreement are set out in the attached.

Done this 15th 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

C/S



AGREEMENT FOR CARES FUNDING

Nonprofit Human Services Provider

THIS AGREEMENT dated the 15th 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 Turning Point Day Center of Wilkes Boulevard United Methodist Church, 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 one thousand five hundred ninety-six dollars and seventy cents (\$1,596.70) 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.

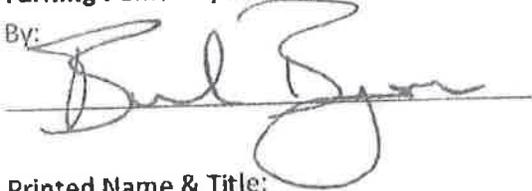
18. **Notice.**

- 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: Turning Point Day Center, 702 Wilkes Boulevard, 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.

Turning Point Day Center, Awardee

By:



Printed Name & Title:

Brad Bryan, Executive 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 *W*

Approved as to Legal Form:

CJ Dykhouse by JR
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

12/10/20
Date

2982-84200
Appropriation Account

SI
HI

574 -2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20

County of Boone } ea.

In the County Commission of said county, on the

15th

day 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 attached contract for CARES funding with The Language Tree. The terms of the agreement are set out in the attached.

Done this 15th 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 15th 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 Language Tree**, 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 **one thousand eight hundred sixty-eight dollars sixty-six cents (\$1,868.66)** 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.**

575 -2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20

In the County Commission of said county, on the
the following, among other proceedings, were had, viz:

15th

day of December

2020

Now on this day the County Commission of the County of Boone does hereby approve the attached contract for CARES funding with Grade A Plus Incorporated. The terms of the agreement are set out in the attached.

Done this 15th 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

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AGREEMENT FOR CARES FUNDING
Nonprofit Human Services Provider

THIS AGREEMENT dated the 15th 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 **Grade A Plus 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 **twelve thousand three hundred fifty-seven dollars and 95/100 (\$12,357.95)** 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: **Grade A Plus Incorporated**
PO Box 30843
Columbia, MO 65205

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

Grade A Plus Incorporated, Awardee

By:

Janice Dawson-Threat

Printed Name & Title:

Janice Dawson-Threat
Executive 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:

CJ Dykhouse
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

12/10/20
Date

2982-84200
Appropriation Account

CERTIFIED COPY OF ORDER

576 -2020

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20

County of Boone

In the County Commission of said county, on the

15th

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 the attached contract for CARES funding with Phoenix Programs, Inc. The terms of the agreement are set out in the attached.

Done this 15th 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

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AGREEMENT FOR CARES FUNDING
Nonprofit Human Services Provider

THIS AGREEMENT dated the 18th 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 Phoenix Programs 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 forty-six thousand nine hundred and eighty-two dollars and thirty nine cents (\$46,982.39) 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: Phoenix Programs Inc., 90 East Leslie, 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.

Phoenix Programs Inc., Awardee

By:

Rhannon Ross

Printed Name & Title:

Rhannon Ross - CFO

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:

CJ Dykhouse
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 Atchford by J
Signature

12/11/20
Date

2982-84200
Appropriation Account

577 -2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

December Session of the October Adjourned

Term. 20

County of Boone

In the County Commission of said county, on the

15th

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 attached contract for CARES funding with Columbia Interfaith Resource Center. The terms of the agreement are set out in the attached.

Done this 15th 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 15th 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 Interfaith Resource 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 **fifty-eight thousand five hundred thirty-seven dollars thirty-six cents (\$58, 537.36)** 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: **Columbia Interfaith Resource Center**
PO Box 272
Columbia, MO 65205-0272

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

Columbia Interfaith Resource Center, Awardee

Boone County, Missouri

By:

By: Boone County Commission

Deborah K. Graham

Daniel K. Atwill

Daniel K. Atwill, Presiding Commissioner

Printed Name & Title:

ATTEST:

Deborah K. Graham, Board President

Brianna L. Lennon
 Brianna L. Lennon, County Clerk

Approved as to Legal Form:

CJ Dykhouse
 CJ Dykhouse, County Counselor

BOONE COUNTY AUDITOR CERTIFICATION: In accordance with R5Mo. §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 JF

12/11/20

2982-87200

Signature

Date

Appropriation Account

578 -2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20

County of Boone

In the County Commission of said county, on the

15th

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 attached contract for CARES funding with Southern Boone County R-1 School District. The terms of the agreement are set out in the attached.

Done this 15th 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

Janel M. Thompson
Janel M. Thompson
District II Commissioner





AGREEMENT FOR CARES FUNDING
Public Schools Funding

THIS AGREEMENT dated the 15th 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 **Southern Boone County R-I School District**, a public school district 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, 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. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Awardee an amount not-to-exceed one hundred dollars per pupil (**1,814 total pupils**), or **One Hundred Eighty-One Thousand Four Hundred Dollars and no/100 (\$ 181,400.00)** to facilitate Awardee's safe reopening of schools. The use of this funding shall be limited to the seven (7) categories listed in the Coronavirus Relief Fund Frequently Asked Questions guidance (Question #53); specifically, the funding shall be limited to the following uses:

- a. expanding broadband capacity,
- b. hiring new teachers,
- c. developing an online curriculum,
- d. acquiring computers and similar digital devices,
- e. acquiring and installing additional ventilation or other air filtering equipment,
- f. incurring additional transportation costs, and/or
- g. incurring additional costs of providing meals.

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 this Agreement 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. All expenditures made with the provided funding were used for:
 - i. expanding broadband capacity,

- ii. hiring new teachers,
 - iii. developing an online curriculum,
 - iv. acquiring computers and similar digital devices,
 - v. acquiring and installing additional ventilation or other air filtering equipment,
 - vi. incurring additional transportation costs, and/or
 - vii. incurring additional costs of providing meals.
- d. Awardee has not documented any expenditures under this Agreement for which Awardee received any other emergency COVID-19 supplemental funding for the same expense.
 - e. Awardee shall return to County expenditure that is later found to not adhere to applicable federal restrictions.
 - f. 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 contract 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

579 -2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

December Session of the October Adjourned

Term. 20

County of Boone

In the County Commission of said county, on the

15th

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 attached contract for CARES funding with Columbia Public School District. The terms of the agreement are set out in the attached.

Done this 15th 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

Public Schools Funding

THIS AGREEMENT dated the 15th 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 **Columbia Public School District**, a public school district 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, 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. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Awardee an amount not-to-exceed one hundred dollars per pupil (**18,214 total pupils**), or **One Million Eight Hundred Twenty-One Thousand Four Hundred Dollars and no/100 (\$ 1,821,400.00)** to facilitate Awardee's safe reopening of schools. The use of this funding shall be limited to the seven (7) categories listed in the Coronavirus Relief Fund Frequently Asked Questions guidance (Question #53); specifically, the funding shall be limited to the following uses:

- a. expanding broadband capacity,
- b. hiring new teachers,
- c. developing an online curriculum,
- d. acquiring computers and similar digital devices,
- e. acquiring and installing additional ventilation or other air filtering equipment,
- f. incurring additional transportation costs, and/or
- g. incurring additional costs of providing meals.

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 this Agreement 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. All expenditures made with the provided funding were used for:
 - i. expanding broadband capacity,

- ii. hiring new teachers,
 - iii. developing an online curriculum,
 - iv. acquiring computers and similar digital devices,
 - v. acquiring and installing additional ventilation or other air filtering equipment,
 - vi. incurring additional transportation costs, and/or
 - vii. incurring additional costs of providing meals.
- d. Awardee has not documented any expenditures under this Agreement for which Awardee received any other emergency COVID-19 supplemental funding for the same expense.
 - e. Awardee shall return to County expenditure that is later found to not adhere to applicable federal restrictions.
 - f. 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 contract 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: Columbia Public School District, C/O Peter Stiepleman, 1818 W. Worley Street, Columbia, Missouri 65203.

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

Columbia Public School District, Awardee

By: 

Printed Name & Title:

Peter Stiepleman, Superintendent

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.)

| | | |
|----------------------------|-----------------|-----------------------|
| <u>June Pitchford by J</u> | <u>12/11/20</u> | <u>2982-84200</u> |
| Signature | Date | Appropriation Account |

580 -2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

December Session of the October Adjourned

Term. 200

County of Boone

In the County Commission of said county, on the

15th

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 the attached contract for CARES funding with Southern Boone County Fire Protection District. The terms of the agreement are set out in the attached.

Done this 15th 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

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AGREEMENT FOR CARES FUNDING
Public Entity PPE & Sanitation Funding

THIS AGREEMENT dated the 15th 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 **Southern Boone County Fire Protection District**, a public entity 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 one thousand five hundred dollars and no/100 (\$1,500.00) to facilitate Awardee's PPE and sanitation 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: Southern Boone County Fire District, PO Box 199, Ashland, MO 65010

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

Southern Boone County Fire District, Awardee

By: 

Printed Name & Title:

BRANDON GLASCOCK, TREASURER

Boone County, Missouri

By: Boone County Commission

Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

ATTEST:

Brianna L. Lennon
Brianna L. Lennon, County Clerk *jl*

Approved as to Legal Form:

CJ Dykhouse
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 12/14/20 2982-84200
Signature Date Appropriation Account

S
H

581 -2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

December Session of the October Adjourned

Term. 20 20

In the County Commission of said county, on the

15th

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 United Community Builders. The terms of the agreement are set out in the attached.

Done this 15th 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 T. Parry
Fred T. 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 15th 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 **United Community Builders Community Development Corporation**, 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 **forty-four thousand eight hundred seventy-five dollars (\$44,875.00)** 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: **United Community Builders
Community Development Corporation
617 N. Providence Rd.
Columbia, MO 65203**

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

**United Community Builders Community
Development Corporation, Awardee**

By:

Damian Deem

Printed Name & Title:

Damian Deem, Exec. Dir.

Boone County, Missouri

By: Boone County Commission

Daniel K. Atwill

Daniel K. Atwill, Presiding Commissioner

ATTEST:

Brianna L. Lennon
Brianna L. Lennon, County Clerk *W*

Approved as to Legal Form:

J. Dykhouse
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 Potchford by J

Signature

12/14/20

Date

2982-84200

Appropriation Account

582 -2020

CERTIFIED COPY OF ORDER

December Session of the October Adjourned

Term. 20

STATE OF MISSOURI

} ea.

County of Boone

15th

day of December

2020

In the County Commission of said county, on the
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 Boone County Family Resources. The terms of the agreement are set out in the attached.

Done this 15th 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 Entity PPE & Sanitation Funding

THIS AGREEMENT dated the 15th 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 Boone County Family Resources, a public entity 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 forty two thousand nine hundred forty-six dollars and 44/100 (\$42,946.44) to facilitate Awardee's PPE and sanitation 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.

583 -2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20

County of Boone

In the County Commission of said county, on the

15th

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 attached contract for CARES funding with Hallsville R-IV School District. The terms of the agreement are set out in the attached.

Done this 15th 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. Party
Fred J. Party
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



AGREEMENT FOR CARES FUNDING Public Schools Funding

THIS AGREEMENT dated the 15th 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 **Hallsville R-IV School District**, a public school district 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, 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. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Awardee an amount not-to-exceed one hundred dollars per pupil (**1,394 total pupils**), or **One Hundred Thirty-Nine Thousand Four Hundred Dollars and no/100 (\$ 139,400.00)** to facilitate Awardee's safe reopening of schools. The use of this funding shall be limited to the seven (7) categories listed in the Coronavirus Relief Fund Frequently Asked Questions guidance (Question #53); specifically, the funding shall be limited to the following uses:

- a. expanding broadband capacity,
- b. hiring new teachers,
- c. developing an online curriculum,
- d. acquiring computers and similar digital devices,
- e. acquiring and installing additional ventilation or other air filtering equipment,
- f. incurring additional transportation costs, and/or
- g. incurring additional costs of providing meals.

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 this Agreement 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. All expenditures made with the provided funding were used for:
 - i. expanding broadband capacity,

- ii. hiring new teachers,
 - iii. developing an online curriculum,
 - iv. acquiring computers and similar digital devices,
 - v. acquiring and installing additional ventilation or other air filtering equipment,
 - vi. incurring additional transportation costs, and/or
 - vii. incurring additional costs of providing meals.
- d. Awardee has not documented any expenditures under this Agreement for which Awardee received any other emergency COVID-19 supplemental funding for the same expense.
 - e. Awardee shall return to County expenditure that is later found to not adhere to applicable federal restrictions.
 - f. 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 contract 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

584 -2020

CERTIFIED COPY OF ORDER
December Session of the October Adjourned

20

STATE OF MISSOURI

} ea.

County of Boone

15th

December

Term. 20

20

In the County Commission of said county, on the

day of

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 Voluntary Action Center. The terms of the agreement are set out in the attached.

Done this 15th 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 15th 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 **Voluntary Action 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