

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

29th

day of December

20 20

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

Now on this day, the County Commission of the County of Boone does hereby approve the request by the Purchasing Department to dispose of the attached list of surplus monitors by transfer to another Missouri public entity. (City of Columbia)

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

Done this 29th 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
Melinda Bobbitt
Director of Purchasing



613 E. Ash Street
Columbia, MO 65201
Phone: (573) 886-4391

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, Director of Purchasing
RE: Monitor Surplus Transfer
DATE: December 28, 2020

The Purchasing Departments requests permission to dispose of the following list of surplus monitors by transfer to another Missouri public entity (City of Columbia).

	Asset #	Description	Make & Model	Department	Condition of Asset	
1	14596	17" LCD Monitor	HP L1730	Sheriff	Unknown	Donate to City of Columbia
2	15382	15" LCD Monitor	NEC LCD52V	Sheriff	Unknown	Donate to City of Columbia
3	15383	15" LCD Monitor	NEC ASLCD52V	Sheriff	Unknown	Donate to City of Columbia
4	15803	17" LCD Monitor	HP L1740	Sheriff	Unknown	Donate to City of Columbia

cc: Heather Acton, Jacob Flowers, Auditor's office
Surplus File

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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

29th

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 42-31DEC20C-COVID-19 Outpatient Testing for Jail Detainees and Staff.

Done this 29th 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. Pary

Fred J. Pary
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

County Contract #: 42-31DEC20C

Commission Order #: 617-2020

LABORATORY SERVICES AGREEMENT

**An intergovernmental agreement for COVID-19 Pandemic
Covid-19 Outpatient Testing for Jail Detainees and Staff**

This Agreement ("Agreement"), is made and entered into as of the later of September 8, 2020, or the execution of the Agreement by both parties (the "Effective Date"), by The Curators of the University of Missouri on behalf of University of Missouri Health Care ("University") and Boone County, Missouri, on behalf of its Sheriff's department and jail ("Client")

WITNESSETH:

WHEREAS, University operates an acute care hospital in Columbia, Missouri, that offers comprehensive medical and laboratory services and Client operates the Boone County sheriff's department and jail and has responsibilities for the health and safety of Boone County sheriff's department and jail employees and representatives and individuals in the custody of Client ("detainees").

WHEREAS, federal law at Social Security Act §1833(h)(5)(A) states generally that Medicare payment for clinical diagnostic laboratory tests may be made only to the person or entity which performed or supervised the performance of such test.

WHEREAS, Client desires to purchase under arrangements from University in compliance with federal and state requirements, and University desires to sell to Client certain Laboratory Services necessary for the screening and/or testing of detainees, employees, contractors, agents, or volunteers of Client, upon the terms and subject to the conditions set forth herein;

WHEREAS, Client also desires to purchase Laboratory Services from University in compliance with federal and state requirements, and University desires to sell to Client certain Laboratory Services necessary for the screening and/or testing of its employees, contractors, and agents upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants contained herein, and further good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Provision and Purchase of Services. University will make available to Client certain Laboratory Services as identified in **Exhibit A**.

Client Bill Services: Client will pay University according to the reimbursement rates in **Exhibit B** for services requested by Client and provided to Client's detainees, employees, contractors, agents, and volunteers ("Client Bill Services"). Client is solely responsible for payment for Client Bill Services.

Direct Bill for Ordered Services: If employees of Client have an appropriate order from the employee's treating practitioner, University will bill commercial, Medicare, Medicaid, worker's compensation, and

other state and federal payers, as applicable, directly for the services ("Ordered Services"). Client will inform its employees that the employee must provide an appropriate order with sufficient and appropriate information, including diagnosis code, to support direct billing by University. If the Ordered Services are not reimbursed by a payor, then Client shall be responsible to pay the University for the services as Client Bill Services pursuant to the terms of **Exhibit B**.

Client will request Services through an appropriate laboratory services requisition form that will include all information necessary, including diagnosis codes if applicable, for University to provide the requested Laboratory Service. Further, if the parties need to implement electronic systems and/or an IT interface for the placing and receipt of electronic laboratory orders, then each party agrees to implement its respective portion of the electronic system and/or IT interface at its own cost.

Client shall have the sole obligation for collecting any applicable fees charged to its detainees, employees, contractors, agents, or volunteers (or applicable third party payors) for Client Bill Services provided under arrangement by University, and University's compensation is in no way conditioned upon Client's collections for such services. Except for Ordered Services, University has no responsibility to bill any third-party payor for services provided for Client's detainees, employees, contractors, agents, or volunteers.

The parties represent and agree that the compensation to be paid pursuant to this Agreement is fair market value for the services rendered. The parties further represent and agree that the compensation hereunder is not based in whole or in part on the volume or value of referrals or other business generated between the parties. The parties have no obligation under this Agreement to make any referrals to one another.

University shall submit all invoices within one year (365 days) from the date of service. Client shall pay all invoiced amounts within thirty (30) days of receiving an invoice from University. Failure by Client to make timely payment under this Agreement shall constitute a material breach and, in addition to other remedies, University may charge Client the maximum interest rate allowable by law with respect to outstanding unpaid amounts.

2. Scope of Engagement. University will provide services in a manner consistent with good business practices in the community served by Client and within the healthcare industry and consistent with and subject to the retained authority and responsibilities of University. It is expressly understood and agreed by the parties that University shall at all times during the performance of the services pursuant to this Agreement be acting as an independent contractor and that no act, or commission or omission of any act, by any party hereto shall be construed to make or render the other party a principle, agent, employee, joint venturer or associate of such party.

3. Term and Termination. This Agreement shall commence on the Effective Date and continue for a period of one year. Thereafter, this Agreement shall automatically renew unless either of the parties provides written notice of nonrenewal within 30 days of expiration. This Agreement may also be terminated, at any time, upon 30 days prior written notice by either party. This Agreement shall terminate immediately if patient care or safety is deemed by either party to be compromised by the delivery of services pursuant to this Agreement, or if a party breaches any material term or condition and such breach continues uncured for a period of 15 days after receipt of written notice by the other party specifying such breach in detail.

4. Records Retention. Pursuant to Title 42 of the United States Code and applicable rules and regulations thereunder, until the expiration of four years after termination of this Agreement, both parties shall make available, upon appropriate written request by the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by the parties under this Agreement. Each party further agrees that in the event it carries out any of its duties under this Agreement through a subcontract with a value or cost of \$10,000 or more over a 12-month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon appropriate written request by the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to verify the nature and extent of such costs. Disclosure pursuant to this Section shall not be construed as a waiver of any other legal right to which a party may be entitled under law or regulation.

5. Confidentiality and Disclosure of Patient Information. Except as permitted or required by this Agreement or by law, each party will not use or disclose patient information in a manner that would violate the requirements of applicable Missouri law, the Federal Health Insurance Portability and Accountability Act of 1996 and its related regulations ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 and related regulations promulgated by the Secretary (the "HITECH"). In addition, each party expressly agrees to comply with HIPAA and HITECH to the extent applicable in all respects, including the implementation of all necessary safeguards to prevent such disclosure and the assurance that any subcontractors or agents to whom either party provided protected health information agree to the same restrictions and conditions imposed on the parties hereto under HIPAA and HITECH.

6. Prevention of Fraud, Waste, and Abuse. The terms of this Agreement are intended to be in compliance with applicable federal, state and local laws including but not limited to, HIPAA, the Program Fraud Civil Remedies Act of 1986, the Deficit Reduction Act of 2005, the related Federal Civil False Claims Act and State False Claims Acts, and associated whistleblower protections. University has written policies and procedures for detecting and preventing fraud, waste, and abuse and expects that test orders, services, supplies or materials provided to University are in accordance with the requirements of the applicable federal and state laws.

7. Compliance with Laws and Regulations. It is expressly understood that the parties intend that this Agreement is to comply with all applicable rules and regulations of all governmental and regulating authorities. Accordingly, the parties agree to renegotiate, in good faith, any term, condition or provision of this Agreement, or any other agreement between the parties, that any such authority determines to be in contravention of any federal, state or local regulation, rules or law, or if state or federal legislation results in decreased reimbursement. If the parties cannot reach mutual agreement within 15 days following notice from the applicable authority, then either party can terminate this Agreement on 15 days written notice to the other party.

8. Insurance. Each facility shall maintain and provide the other with written evidence of, professional liability and general liability insurance or self-funded coverage for itself and its employees and authorized

agents in the minimum amounts of \$1,000,000 per occurrence and \$3,000,000 annual aggregate, and workers compensation insurance for its respective employees in the amounts required by Missouri law.

9. **Notice.** Any notice required or desired to be given in respect to the Agreement shall be deemed to be given upon the earlier of (i) actual delivery to the intended recipient or its agent, or (ii) upon the third business day following deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested. Any such notice shall be delivered to the respective addresses set out below, or to such other address as a party shall specify in the manner required by this Section 9. The respective addresses are:

If to Client:

Boone County Sheriff's Department
2121 E. County Drive
Columbia, MO 65202

If to University:

University of Missouri Health Care
Attn: Executive Director, Payer Strategy and System Contracting
One Hospital Drive DC406.00
Columbia, MO 65212

10. **Responsibility.** To the extent permitted by Missouri law and without waiving or limiting sovereign immunity or any other governmental immunity, each party will be responsible to the other party and its affiliates, officers, directors, trustees, sponsors, employees, and agents ("Protected Individuals") for any and all claims, losses, damages, suits, fees, judgments, costs and expenses ("Claims") which Protected Individuals may incur arising out of or in connection with the indemnifying party's, or its personnel's, subcontractors', or agents' negligent acts or omissions or willful misconduct.

11. **Miscellaneous.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and all prior or contemporaneous negotiations or understandings with respect thereto are superseded by this Agreement. This Agreement shall be governed by and construed and interpreted in accordance with, the laws of the State of Missouri, applied without giving effect to any conflicts-of-law principles. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns; provided, however, that neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

12. **Section 34.600, RSMo Certification.** If this Agreement involves the acquisition or disposal of services, supplies, information technology, or construction and has a total potential value of \$100,000 or more, and if Client is a company with ten (10) or more employees, then Client certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes

Exhibit A

University of Missouri Health Care – Laboratory and Related Services

University will provide outpatient COVID-19 testing for Client's detainees, employees, agents, contractors, and volunteers on the terms described below.

Notice: For any individual or group testing event, Client shall notify University of the request for testing and shall provide University with a roster of individuals to be tested when requested to do so by University

Specimen collection: University and Client shall cooperate to facilitate collection of specimens from the individuals to be tested as promptly as allowed by available staffing, resources, and specimen collection capacity. The University and Client will mutually agree whether specimens will be collected from individuals to be tested (1) by the University at a current drive through testing location of University (2) by the University on-site at Client's facility (3) by the Client or (4) in another manner or location mutually agreeable to the parties. If Client collects specimens and delivers them to the University's testing facility, Client shall not be separately charged for specimen collection.

Consents: Individuals to be tested will complete appropriate consents and authorizations as requested by University. If Client desires for results for individuals other than detainees (i.e., employees, contractors, agents, or volunteers) to be reported to Client, those individuals will be required to complete an authorization allowing such reporting. A copy of an acceptable form of authorization is included as Exhibit C.

Test results and reporting: The University will test specimens and report the results of those tests as promptly as allowed by available staffing, resources, and testing capacity. Client and University will mutually agree on a means for Client to receive test results for detainees and individuals other than detainees (i.e., employees contractors, agents, or volunteers).

Public health reporting: University will report test results to public health authorities when it is required to do so by applicable law. Client will remain responsible for any reporting requirements imposed on Client.

Exhibit B

University of Missouri Health Care – Reimbursement Schedule

Payment: For clinical laboratory and related services rendered to Client as Client Bill Services, University shall be paid by Client as follows:

For COVID-19 testing: \$125 per test

For specimen collection by University: \$40 per specimen collected

Exhibit C

Authorization

00436183-2



University of Missouri Health System

University Hospital, Health Information Services
One Hospital Drive, DC042.00
Columbia, Missouri 65212
roi@health.missouri.edu
Phone (573) 882-3170 Fax (573) 882-3209

ATTN: MEDICAL RECORDS
DO NOT LOG REQUEST - SCAN
INTO MEDICAL RECORD ONLY

MRN: _____

Visit: _____
For Office Use Only

AUTHORIZATION FOR THE USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION

As set forth more fully in our Notice of Privacy Practices, we are required by law to obtain your authorization for most uses and disclosures of your health information for purposes other than treatment, payment or health care operations. In our Notice of Privacy Practices, we provided you information about how University of Missouri Health Care (MUHC) can use or disclose your health information. You have a right to review our Notice of Privacy Practices before signing this authorization.

Patient Name: _____ DOB: _____ SSN last 4 digits _____

Address _____ City, State, Zip Code _____ Phone Number _____

I, _____ hereby authorize MUHC to release my medical records from:

- All locations to:
- Student Health Center to:
- Ellis Fischel Cancer Center to:
- Women's & Children's Hospital to:
- Missouri Psychiatric Center to:
- University Hospitals, Physicians, and Clinic(s) to:

Name of Person and Entity Receiving Information _____ Phone Number _____

Address of Person and Entity Receiving Information _____ Fax Number _____
(records will be faxed for immediate patient care only - all other records will be mailed)

- Pending Appointment**
Date/Time: _____
- The following information will be released:
- Admission Note
 - Clinic Notes
 - Emergency Room Record
 - Diagnostic Testing
 - Pathology Slides/Tissue Blocks & Related Reports
 - Operative Note
 - Consultations
 - Ambulance Record
 - Radiology Reports
 - Copy Of Patient's Bill
 - Discharge Summary
 - Progress Note
 - Laboratory Reports
 - Radiology Films (CD Copy)
 - Verbal Communication With:

Other: COVID-19 test result(s) and related information

Dates of treatment to be released - From: _____ to _____

Release of this information is being made for the following purpose:
 Medical Disability Insurance Personal Use Other: _____

I would like my medical records released in Paper Copies Electronic format (CD Copy)
 E-Mail, I understand by initialing here, _____ that standard email services, such as Gmail and other private Email providers, are not secure. This means that the email messages are not encrypted and can be intercepted and read by unauthorized individuals. Having been informed of the risks associated with non-secure email communications, I accept the risks and request to have my medical records sent via the following email address:

(Please complete and return with Bid)

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

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

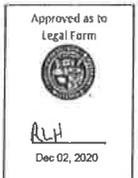
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)

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

T. Vince Cooper, Executive Director of Payer Strategy & Health System Contracting
Name and Title of Authorized Representative

T. Vince Cooper
Signature

12-9-20
Date



DocuSign Envelope ID: 4636D914-7107-4632-A30B-3C07B5B3E120

REQUIRED CLAUSES FROM FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

The following terms and conditions are incorporated in this solicitation and subsequent contract to address requirements and recommendations of the Federal Emergency Management Agency (FEMA). By submitting a Proposal in response to this solicitation, the vendor acknowledges and agrees to adhere to the specific requirements of these clauses.

ACCESS TO RECORDS

The following access to records requirements applies to the contract:

1. The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required, attached certification. As described in the certification language, each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

To the extent applicable to the referenced contract, the Contractor certifies as follows:

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

a. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT (\$150K+)

If the value of this contract exceeds \$150,000, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

ROYALTIES AND PATENTS

The contractor hereby guarantees that it has full legal right of materials, supplies, equipment, machinery, articles, software or things involved in the contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are, in any way, involved in the contract. It shall be the responsibility of the contractor to pay for all such royalties and costs.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance may be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request . of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the

Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DEBARMENT AND SUSPENSION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the vendor must certify the following, as required by the regulations implementing Executive Order 12549. Contractor's certification is a material representation upon which the contract award was based.

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines

the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DHS SEAL, LOGOS AND FLAGS

The contractor shall not use the DHS seals, logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor or any other party pertaining to any matter resulting from the contract.

SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - (construction, \$2K+; employment of mechanics/laborers, \$2,500+)

For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

REMEDIES

The County shall have all rights and remedies afforded under the U.C.C. and Missouri law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees. The County recognizes that The Curators of the University of Missouri is entitled to various governmental immunities including sovereign immunity under state law, immunity from suit in federal court under the 11th Amendment to the United States Constitution, and official and qualified immunity for its representatives. Nothing in this Agreement is intended to nor shall be interpreted as a waiver of any such governmental immunity.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of the contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

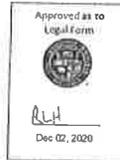
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

J. Vivie Cooper
Contractor Signature

12-9-20
Date



October 23, 2020

Boone County Missouri
Sheriff Department and Jail
2121 E County Dr
Columbia MO 65205



RE: Covid 19 Testing

To Whom It May Concern:

Curators of the University of Missouri are self-funded for general liability program. The self-funded program is used to provide coverage for exposures and claims arising from the negligence of the University, its officers, agents and employees.

The general liability program has a plan limit of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Reserves for the program are determined annually through actuarial study. The program is "occurrence" based, versus "claims-made".

Should you require additional information, please advise.

Sincerely,

Ed Knollmeyer

Ed Knollmeyer
Director, Risk & Insurance Management

EK: pb

University of Missouri System COLUMBIA | KANSAS CITY | ROLLA | ST. LOUIS
Risk & Insurance Management • 2910 LeMone Ind Blvd • Columbia, MO 65201 • 573-882-8100 • www.umsystem.edu/rim

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Client: Boone County, Missouri

By *Daniel Atwill*
Daniel Atwill
Printed Name
12.29.2020
Date

The Curators of the University of Missouri on behalf of University of Missouri Health Care

By *T. Vince Cooper*
T. Vince Cooper
Printed Name
12/9/20
Date



APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Brianna L. Lennon
County Clerk

AUDITOR CERTIFICATION:

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification is not required if the terms of this contract do not create a measurable county obligation at this time.)

June E Patchford
Signature *by HA*

12-17-20
Date

1255-85620 / Term & Supply

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 20

County of Boone

} ea.

In the County Commission of said county, on the

29th

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 Amendment #4 to contract C215091002 for AFIS Livescans and Maintenance Services that was awarded March 6, 2018 (Commission Order 66-2018) is being amended to incorporate the 2021 extension for maintenance coverage for the Sheriff's Department.

All other terms and conditions of the original agreement remain unchanged.

Invoices will be paid from the following codes:

- 1228 – GF Sheriff /Detention Services/60050 - Equipment Service Contract: \$5,370.00
- 2901 - Sheriff Operations – LE Sales Tax/60050 - Equipment Service Contract: \$700.00
- 2902 – Corrections Operations – LE Sales Tax/60050 – Equipment Service Contract: \$6,981.00

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

Done this 29th day of December 2020

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Fred J. Parry
 Fred J. Parry
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

}
} ea.

December Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

29th

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 66/2010 – Radio Consulting Services was approved by commission for award to David O. Dunford on August 26, 2014, commission order 402-2014.

This amendment renews the contract for the period January 1, 2021 – December 31, 2021 for the following:

Professional Services at \$60.00/hour, not to exceed \$95,000 per contract period
Reimbursable expenses not to exceed \$18,000 per contract period

Invoices will be paid from department 2704 – Radio Network Operations, account 71101 – Professional Services. \$113,000 is budgeted for 2021.

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

Done this 29th day of December 2020

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 20

In the County Commission of said county, on the 29th 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 deny the request by James & Martina Pounds to rezone from A-1 (Agriculture) to A-2 (Agriculture) on 28.3 acres located at 5449 S Ben Williams Rd, Columbia.

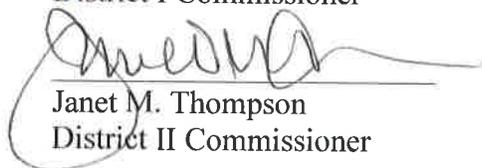
Done this 29th day of December 2020.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner
Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 20

County of Boone

} ca.

In the County Commission of said county, on the 29th day of December 20 20

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

Rezoning:

Now on this day the Boone County Commission does approve the request by Special Olympics Missouri to rezone from C-G (General Commercial) to M-LP (Planned Light Industrial) on 11.23 acres located at 5491 E Bonne Femme Church Rd, Columbia.

AND

Review Plan:

Now on this day the Boone County Commission does approve the request by Special Olympics Missouri for a review plan on 11.23 acres located at 5491 E Bonne Femme Church Rd, Columbia, with the following conditions:

- 1) Distillery is to be removed from the list of allowed uses as it has not been shown that this use can be supported by the resources available to the site.
- 2) A dumpster location shall be shown on the graphic and the location shall have spill protection to the satisfaction of the Director of Resource Management.
- 3) Spill protection to the satisfaction of the Director of Resource Management shall be provided for the outdoor storage area.

Done this 29th 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. Barry

Fred J. Barry
 District I Commissioner

Janet M. Thompson

Janet M. Thompson
 District II Commissioner

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 29th day of December 20 20

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

Now on this day the Boone County Commission approves the request by Jess & Tammi Bunch to rezone from A-1 (Agriculture) to A-2 (Agriculture) on 23.6 acres located at 2810 N Route Z, Columbia.

Done this 29th 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

623A-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 20

County of Boone

} ca.

In the County Commission of said county, on the

29th

day of

December

20

20

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

Now on this day the Boone County Commission approves the request by Butch's Investments LLC for a review plan on 22.08 acres located at 5450 E Hwy 163, Columbia, with the following conditions:

- 1) The developer shall submit a landscape and buffering plan along the east property line from the right of way south a distance of 680 feet for approval by the Director. The buffer may be installed in phases concurrently with occupancy of each building. The intent of the buffer is to provide a visual screen for the property to the east.
- 2) The developer shall submit a landscape plan for the north side of Building #1 for approval by the Director. The landscaping shall be installed prior to occupancy of Building 1. The intent of the landscaping is to provide vegetation to soften the visual impact of the building.

Done this 29th day of December 2020.

ATTEST:

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

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 20

County of Boone

} ca.

In the County Commission of said county, on the

29th

day of

December 20 20

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

Now on this day the Boone County Commission approves the request by Butch's Investments LLC for a review plan on 22.08 acres located at 5450 E Hwy 163, Columbia, with the following conditions:

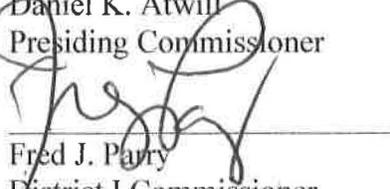
- 1) The developer shall submit a landscape and buffering plan along the east property line from the right of way south a distance of 680 feet for approval by the Director. The buffer may be installed in phases concurrently with occupancy of each building. The intent of the buffer is to provide a visual screen for the property to the east.
- 2) The developer shall submit a landscape plan for the north side of Building #1 for approval by the Director. The landscaping shall be installed prior to occupancy of Building 1. The intent of the landscaping is to provide vegetation to soften the visual impact of the building.
- 3) Correct Note 9 on the review plan to show total floor area shall not exceed 80,000 square feet.

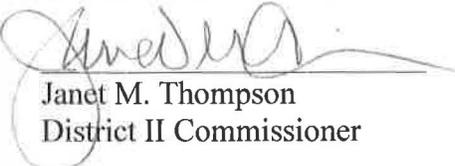
Done this 29th day of December 2020.

ATTEST:


 Brianna L. Lennon
 Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Fred J. Parry
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

624-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 20

County of Boone

} ca.

In the County Commission of said county, on the

29th

day of

December

20 20

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

Now on this day the Boone County Commission does receive and accept the following subdivision plats and authorizes the presiding commissioner to sign them and directs the Clerk to insert the staff reports into the meeting minutes:

1. Ross Estates Plat 1. S11-T51N-R13W. A-2. Bryan & Leanne Ross, owners. Kevin Schweikert, surveyor
2. South Oak Subdivision, Lot 1 Replat. S20-T51N-R11W. A-2. Samuel & Anne Jennings, owners. Don Bormann, surveyor
3. Timber Ridge Plat 1. S13-T47N-R13W. A-2. Richard & Tamela Wyatt, owners. Jay Gebhardt, surveyor

Done this 29th day of December 2020.

ATTEST:

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

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

025-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 20

In the County Commission of said county, on the 29th 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 Amendment #1 for Administration of CARES Funding with City of Columbia for Small Business Assistance Program. The terms of the agreement are set out in the attached.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

Done this 29th 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



Contract Amendment #1
AGREEMENT FOR CARES FUNDING
Small Business Assistance Program

THIS AGREEMENT dated the 29th 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 and the **City of Columbia**, a political subdivision of the State of Missouri, hereinafter referred to as "**Columbia**" or "**City of Columbia.**"

WHEREAS, County and City have entered into an Agreement approved in Boone County Commission Order 523-2020; and

WHEREAS, the parties desire to amend said Agreement to increase funding for this program which will result in more support for small businesses; and

WHEREAS, the parties acknowledge the additional grant funds provided for in this amendment will be utilized to fund grants to businesses with eligible expenditures incurred due to the public health emergency with respect to COVID-19 during the period that began on March 1, 2020 and ends on December 30, 2020; however, the actual distribution of such grants to the affected businesses may occur after December 30, 2020 but prior to February 26, 2021.

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

1. **Amend Paragraph 3 to read as follows:** County will pay City an amount not-to-exceed Eight Hundred Thirty-Five Thousand Dollars (\$835,000.00) for a small business program. (This increases the not-to-exceed sum from \$495,000.00 by \$340,000.00 for a new total of \$835,000.00).
2. City is authorized to reimburse itself an additional \$5,000.00, or a total of \$10,000.00, for its costs in administering this program.
3. County has incurred this additional expense to the City prior to December 30, 2020. City will have until February 26, 2021 to make final presentation of substantiation of its payments under this program to County.

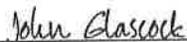
4. All other terms of the contract are amended to be consistent with the foregoing and, except as amended to be consistent the foregoing, the other terms of the original contract shall remain in full force and effect.

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

City of Columbia

By:

DocuSigned by:

 _____

John Glascock, City Manager

DS
TT

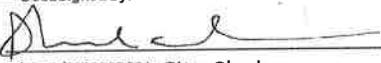
Boone County, Missouri

By: Boone County Commission

 _____
Daniel K. Atwell, Presiding Commissioner

ATTEST:

DocuSigned by:

 _____

Sheila Amin, City Clerk

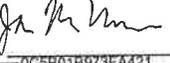
ATTEST:

 _____

Brianna L. Lennon, County Clerk

Approved as to Legal Form:

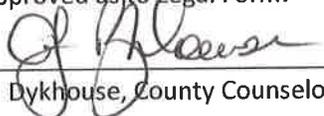
DocuSigned by:

 _____

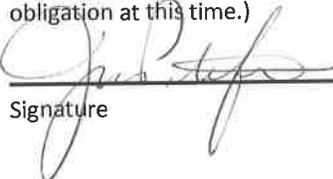
Nancy Thompson, City Counselor

DS
SUM

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.)

 _____ 12/29/2020 _____ 2982-84200
Signature Date Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

29th

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

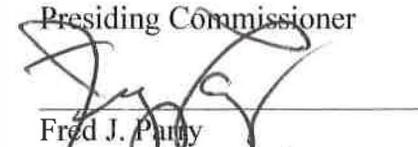
Done this 29th day of December 2020.

ATTEST:

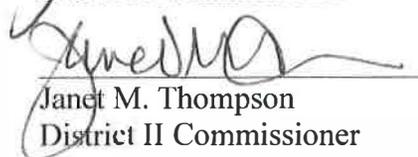
Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner



AGREEMENT FOR CARES FUNDING

Public Entity PPE & Sanitation Funding

THIS AGREEMENT dated the 29th 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 Centralia, 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 twenty-nine thousand five hundred eight dollars and 84/100 (\$29,508.84) 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.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 20

In the County Commission of said county, on the 29th day of December 20 20

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

Now on this day the County Commission of the County of Boone does hereby approve the attached contract for CARES funding with The Children's School at Stephens College. The terms of the agreement are set out in the attached.

Done this 29th 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 Private Schools Funding

THIS AGREEMENT dated the 29th 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 Children's School at Stephens College, a school 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 (53 total pupils), or five thousand three hundred dollars and zero cents (\$5,300.00) 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 15, 2021. County will consider any awarded funding for which Awardee has not submitted an invoice to County by January 8, 2021 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: 1200 E. College Columbia, MO. 65215.

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

The Children's School at Stephens College, Awardee

By:



Printed Name & Title:

Dane Fuhrman

Vice President for Finance and Administration

Stephens College

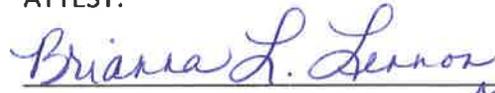
Boone County, Missouri

By: Boone County Commissioner



Daniel K. Atwill, Presiding Commissioner

ATTEST:



Brianna L. Lennon, County Clerk

Approved as to Legal Form:



CJ Dykhouse, County Counselor

BOONE COUNTY AUDITOR CERTIFICATION: In accordance with RSMo. §50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)



Signature

12/29/20

Date

2982-84200

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

December Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

29th

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 Islamic School of Columbia Missouri. The terms of the agreement are set out in the attached.

Done this 29th 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
Private Schools Funding

THIS AGREEMENT dated the 29th 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 **Islamic School of Columbia Missouri**, a school 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 (**32 total pupils**), or **three thousand two hundred dollars (\$3,200.00)** 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 15, 2021. County will consider any awarded funding for which Awardee has not submitted an invoice to County by January 8, 2021 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: Islamic School of Columbia Missouri 408 Locust Street, 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.

Islamic School of Columbia Missouri, Awardee

By:

Wafa Mufleh / Administrator

Printed Name & Title:

Wd

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.)

June Pitchford by J
Signature

12/29/20
Date

2982-84200
Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 20

In the County Commission of said county, on the 29th 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 Windsor Street Montessori School. The terms of the agreement are set out in the attached.

Done this 29th 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

Private Schools Funding

THIS AGREEMENT dated the 29th 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 Windsor Street Montessori School, a school 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 (37 total pupils), or three thousand seven hundred dollars and zero cents (\$3,700.00) 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 15, 2021. County will consider any awarded funding for which Awardee has not submitted an invoice to County by January 8, 2021 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: 1616 Windsor St. 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.

Windsor Street Montessori School, Awardee

By:

Mary Windmiller

Printed Name & Title:

Mary Windmiller
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 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.)

Sune Pitchford by JS

Signature

12/29/20

Date

2982-84200

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

29th

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

Done this 29th 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 Private Schools Funding

THIS AGREEMENT dated the 29th 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 **Mizzou Academy**, a school 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 (54 total pupils), or five thousand four hundred dollars and zero cents (\$5,400.00) 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 15, 2021. County will consider any awarded funding for which Awardee has not submitted an invoice to County by January 8, 2021 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: 303 Townsend Hall, Columbia, MO 65211.

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

Missouri Academy, Awardee

By:

Casey E Forbis

Printed Name & Title:

Casey E Forbis

Sr. Business Services Consultant

Approved as to
Legal Form



2019

2019

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 Pitchford by F

Signature

1/4/20

Date

2982-84200

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 20

County of Boone

} ca.

In the County Commission of said county, on the

29th

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 Missouri States Public Defender's Office Budget Amendment.

Done this 29th 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

