

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

17th

day of December

20 20

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

Now on this day, the County Commission of the County of Boone does hereby approve City of Columbia Cooperative Contract; 06913 -Radio Base Stations (Analog Transmitter Project) for the Emergency Communication Center

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

Done this 17th 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

PURCHASE AGREEMENT
For Public Safety Communication Equipment
Radio Base Stations (Analog Transmitter Project for the Boone County Emergency
Communication Center

THIS AGREEMENT dated the 17th day of December 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Daniels Electronics Ltd. dba Codan Radio Communications**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the furnishing and delivery of Radio Base Stations (Analog Transmitter Project for the Boone County Emergency Communication Center, in compliance with all bid specifications and any addendum issued for the NASPO ValuePoint contract **06913**, Codan Radio Communications quote dated December 3, 2020 (quote #20040683), and Boone County Standard Contract Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office or NASPO lead agency bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and NASPO ValuePoint contract # **06913** shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with **Radio Base Stations (Analog Transmitter Project) for the Boone County Emergency Communication Center**. Equipment shall be provided in conformity with the contract documents for the prices / discount structure set forth in Bidder's quote, as needed and as ordered by the County as follows:

<u>Material #</u>	<u>Material Description</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Extended</u>
VT-4E150-00-800	TRANSMITTR MT-4E, VHF136-174MHz	29	\$1,693.60	\$49,114.40
SM-3-H0-014-00	SYSTEM REGULATOR, 9-11 VDC, 14HP	29	\$694.40	\$20,137.60
SR-39-1	SUBRACK, 96 PIN + I/O, STANDARD	29	\$891.20	\$25,844.80
CI-PM-3-00	INTERFACE, PAGING MODULATOR	29	\$1,703.68	\$49,406.72
A-PK-PM3	PARTS KIT, CI-PM-3 CABLES/CONN	29	\$84.00	\$2,436.00
A-PNL-AUX96-3	AUX CTRL EXTENDER + TERM BLOCK	29	\$266.20	\$7,719.80

GRAND TOTAL: \$154,659.32

3. **Delivery** - Vendor agrees to coordinate delivery with Boone County Joint Communications. Delivery shall be made within 7-9 weeks after receipt of order. Frequencies will be provided by County at time of order.

Delivery address will be provided on the Purchase Order.

FOB Destination - Inside Delivery: All deliveries shall be made FOB Destination - Inside Delivery with freight charges fully included and prepaid. The seller pays and bears the freight charges.

4. **Warranty** - Standard Warrant of 3 years; parts and labor FOB Destination. Extended Warranties are available.

5. **Billing and Payment** - All billing shall be sent to Boone County Joint Communications, Attn: Patricia Schreiner, 2145 E. County Drive, Columbia, MO 65202. Billings may only include the prices as listed and/or calculated in the Vendor's quote response. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Vendor's quote response to the specifications.

In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

**DANIELS ELECTRONICS LTD.
dba CODAN RADIO COMMUNICATIONS**

BOONE COUNTY, MISSOURI

by: Boone County Commission

DocuSigned by:

640193846E1E4E1

DocuSigned by:


BA4B934CE08E4EB

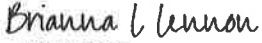
by _____
VP Sales and Marketing
title _____

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:

7D710FAEB9D74DD
County Counselor

DocuSigned by:

D287E242BFB948C
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 of this contract is not required if the terms of the contract do not create in a measurable county obligation at this time.)

DocuSigned by:

6C24BD81EE7A483

12/11/2020

2704-91300 / \$154,659.32

Signature

Date

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

17th

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 One 57-OCT19 Tri-County Bicentennial Monuments

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 One.

Done this 17th 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

Commission Order: _____

Date: 12/18/2020

**CONTRACT AMENDMENT NUMBER ONE
FOR
TRI-COUNTY BICENTENNIAL MONUMENTS**

The Agreement **57-11OCT19** dated the 31st day of December 2019 made by and between Boone County, Missouri and **Missouri River Monument Co., LLC** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Increase total award of contract from \$40,492.00 to \$47,509.00 as follows:

Large Monument

Monument	\$17,077.00
Freight	\$1,750.00
Crane	\$750.00
Additional Letting	\$500.00
Sub-Total:	\$20,077.00

Small Monuments:

	<u>Boone</u>	<u>Cole</u>	<u>Callaway</u>		
Monument	\$4,710.00	Monument	\$4,710.00	Monument	\$4,710.00
Freight	\$484.00	Freight	\$484.00	Freight	\$484.00
Concrete Foundation	\$525.00	Sub Base	\$4,750.00	Concrete	\$775.00
Additional Lettering	\$250.00	Lettering	\$250.00	Lettering	\$250.00
		Crane	\$300.00	Sub Base	\$4,750.00
Sub-Totals:	\$5,969.00		\$10,494.00		\$10,969.00

Grand total for Boone County for both monuments is \$26,046.00.

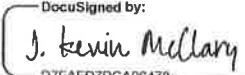
Contractor agrees to invoice Cole and Callaway counties for their small monuments.

2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement 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.

MISSOURI RIVER MONUMENT CO., LLC

BOONE COUNTY, MISSOURI

By: 
D7FAFB7DCA98478...

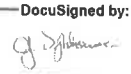
By: Boone County Commission

Title: owner


BA4B934CED6E4EB...
Presiding Commissioner


APPROVED AS TO FORM:

ATTEST:


7D71DEAE9D740D...
County Counselor


D267E242BFB948C...
County Clerk

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

 4147B4E3F1C847D...	12/11/2020	1190 / 84010 / \$8,754.50.00
Signature	Date	Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

December Session of the October Adjourned

Term. 20 20

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

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

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

Name	Department	Period
William L Womack, DO, FACEP	Boone County Sheriff Dept Medical Director	December 17, 2020 thru December 31, 2021

Done this 17th 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 Sheriff's Department
Medical Director Professional Services Agreement

THIS AGREEMENT, dated the ~~19th~~^{17th} day of ~~NOV.~~^{December}, 2020, is made by and between William L. Womack, DO, FACEP, referred to in this Agreement as "Medical Director," and Boone County, Missouri, through the Boone County Sheriff's Department (BCSD), referred to in this Agreement as "County" or "BCSD".

IN CONSIDERATION OF each party's performance of the obligations set forth in this Agreement, the parties agree to the following:

1. **Background of Agreement** – This Agreement is made in view of the following:
 - 1.1 BCSD desires to appoint a Medical Director for BCSD deputies who also desire to obtain and/or maintain licensure as Emergency Medical Technicians (EMTs).
 - 1.2 In order to ensure both Medical Director and BCSD have a mutual understanding of the nature and scope of medical services and the terms and conditions of services and payment for services, the parties are entering into this Agreement.
2. **Medical Director Services** – The Medical Director agrees to provide the following professional services to the County:
 - 2.1 **Basic Services** – Medical Director will assist BCSD with training as it pertains to BCSD deputies licensed as Emergency Medical Technicians (EMTs) with the State of Missouri, including guidance and training on tactical combat casualty care best practices.
 - 2.2 **Licensing, Certifications, and Insurance** – Medical Director agrees to maintain his medical licensing in good standing at all times during this Agreement and any extensions thereof. Medical Director also agrees to maintain certain special training, including course completion or certification in Advanced Cardiac Life Support (ACLS), or an equivalent education in cardiac care, current within the past five (5) years, as well as board certification or board qualification in Emergency Medicine. Medical Director further agrees to provide the County with documentation of his good-standing with his licensing authority in Missouri as well as documentation of his current ACLS certification (or equivalent education in cardiac care) and board certification or board qualification in Emergency Medicine.
3. **County Obligations** – In exchange for Medical Director's performance of services as specified above, the County agrees to the following:
 - 3.1 **Insurance** – The County will provide Medical Director liability coverage of the type afforded its appointed officials through an appropriate liability policy. Such

coverage is provided through Missouri Public Entity Risk Management Fund (MOPERM) at the time of execution of this contract. County shall provide insurance coverage to Medical Director as is afforded by County's policy with MOPERM with respect to services performed by Medical Director on behalf of County.

4. **Duration and Termination of Agreement** – This Agreement shall be effective beginning upon execution of this Agreement through December 31, 2021. This Agreement shall thereafter automatically renew for one year periods subject to annual appropriations being made available to fund this Agreement by the County unless either party to this Agreement elects to terminate this Agreement for convenience; in such case the terminating party shall give the non-terminating party at least 30 days advance written notice of termination.
5. **Confidentiality** – In connection with the provision of services contemplated herein, it may be necessary for County to provide Medical Director with certain information that County considers proprietary or confidential or which is confidential under applicable law. With respect to information provided by the County to Medical Director under this agreement, Medical Director agrees to hold such information in confidence and protect as director would his own confidential information that he does not wish to disclose.
6. **No Subcontractors** – As the judgment, skill, and reputation of the Medical Director are material to the County in the appointment of its Medical Director for these purposes, the parties agree that Medical Director shall perform the services contemplated herein personally and shall not subcontract any of these professional services to be performed by others.
7. **Binding Effect** – This Agreement shall be binding upon and exist for the benefit of the parties hereto as long as this Agreement and any extension thereof remain in effect.
8. **No Third Party Beneficiaries** – This Agreement is intended to and shall be construed exclusively for the benefit of the parties to this Agreement and is not intended to be for the benefit of any persons or entities who are not a party to this Agreement.
9. **Entire Agreement** – This Agreement constitutes the entire Agreement between the parties and supercedes any prior negotiations, written or verbal, and may only be amended by a signed writing executed with the same formality of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date indicated below:

Medical Director

Boone County, Missouri

By: Boone County Commission

William L. Womack, DO

William L. Womack, DO, FACEP

DATED: 11/19/20

Daniel K. Atwill

Dan Atwill, Presiding Commissioner

DATED: 12.18.2020

ATTEST:

Brianna L. Lennon

Brianna L. Lennon, Boone County Clerk

APPROVED:

Dwayne Carey 11-30-20

Dwayne Carey, Boone County Sheriff

Approved as to legal form:

CJ Dykhouse
CJ Dykhouse, County Counselor

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) incurred by this contract for the fiscal year during which it is written.

<u>Jane Pitchford by pj</u>	<u>12/09/2020</u>	<u>No Encumbrance or Cost</u>
Signature	Date	Appropriation Account(s)

SI
HI

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

17th

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 Centralia R-VI School District. The terms of the agreement are set out in the attached.

Done this 17th 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. Patry

Fred J. Patry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner



AGREEMENT FOR CARES FUNDING

Public Schools Funding

THIS AGREEMENT dated the 14th 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 **Centralla R-VI School District**, a public school district organized and existing under the laws of the State of Missouri, hereinafter referred to as "Awardee".

WHEREAS, County received \$21,171,910.00 in funding from the State of Missouri as County's allocated share of the CARES Act (Coronavirus Aid, Relief and Economic Security Act) funding from the federal government and County received over \$40,000,000 in applications for the award of said funding; and

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

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

WHEREAS, the parties agree to cooperate on the form and content of expenditure documentation in order to comply with federal guidance on the appropriate use of CARES funding, including submission through the County's electronic portal operated by County's Office of Emergency Management; and

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

1. **US Treasury Department Guidance.** The guidance and FAQs issued by the US Department of Treasury, most recently updated as of October 19, 2020 and the Federal Funding Certification executed by Boone County dated April 29, 2020 is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This contract shall consist of this Agreement for CARES funding, the US Treasury Guidance, and the Boone County federal funding certification dated April 29, 2020 incorporated above. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Awardee an amount not-to-exceed one hundred dollars per pupil (1,343 total pupils), or **One Hundred Thirty-Four Thousand Three Hundred Dollars and no/100 (\$ 134,300.00)** 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 8, 2021. County will consider any awarded funding for which Awardee has not submitted an invoice to County by January 8, 2020 as unspent monies under this Agreement.
- c. Any approved personnel-related expenses shall be documented using the format attached hereto as Exhibit A. Awardee shall specifically note if the submitted personnel expenses relate to personnel that were engaged in public safety, public health, health care, or human services duties.
- d. A comprehensive, aggregated report detailing expenditures of CARES funding pursuant to this Agreement shall be provided to County at the conclusion of the program.

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

- a. All expenditures made with the provided funding were 1) necessary expenditures incurred due to the public health emergency with respect to COVID-19; 2) not accounted for in the Awardee's budget most recently approved as of March 27, 2020; and 3) incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.
- b. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary expenditure for purposes of the CARES Act.
- c. All expenditures made with the provided funding were used for:
 - i. expanding broadband capacity,

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

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

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

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

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

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

11. **Subcontracts.** Awardee may enter into subcontracts for components of the contracted service as Awardee deems necessary within the terms of the contract. Any subcontractor shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

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

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

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

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

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

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

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

anticipated the parties may have other agreements that address other funding applications/proposals for Awardee funding.

18. **Notice.**

- a. Any written notice or communication to County shall be mailed or delivered to: Boone County OEM, CARES funding program, 2145 County Drive, Columbia, MO 65202.
- b. Any written notice or communication to Awardee shall be electronically submitted to Awardee's contact email on file with County and/or mailed or delivered to: Centralia R-VI School District, C/O Steven Chancellor, 1399 E. Highway 22, Suite B, Centralia, Missouri, 65240.

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

Centralia R-VI School District, Awardee

By:

Brian P. Bostick

Printed Name & Title:

Brian P. Bostick, Board President

Boone County, Missouri

By: Boone County Commission

Daniel K. Atwill

Daniel K. Atwill, Presiding Commissioner

ATTEST:

Brianna L. Lennon
Brianna L. Lennon, County Clerk

Approved as to Legal Form:

CJ Dykhouse
CJ Dykhouse, County Counselor



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

Jane Atchford
Signature

12/16/20
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

17th

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 Harrisburg R-III School District. The terms of the agreement are set out in the attached.

Done this 17th day of December 2020.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



AGREEMENT FOR CARES FUNDING

Public Schools Funding

THIS AGREEMENT dated the 17th 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 **Harrisburg R-VIII School District**, a public school district organized and existing under the laws of the State of Missouri, hereinafter referred to as "**Awardee**".

WHEREAS, County received \$21,171,910.00 in funding from the State of Missouri as County's allocated share of the CARES Act (Coronavirus Aid, Relief and Economic Security Act) funding from the federal government and County received over \$40,000,000 in applications for the award of said funding; and

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

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

WHEREAS, the parties agree to cooperate on the form and content of expenditure documentation in order to comply with federal guidance on the appropriate use of CARES funding, including submission through the County's electronic portal operated by County's Office of Emergency Management; and

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

1. **US Treasury Department Guidance.** The guidance and FAQs issued by the US Department of Treasury, most recently updated as of October 19, 2020 and the Federal Funding Certification executed by Boone County dated April 29, 2020 is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This contract shall consist of this Agreement for CARES funding, the US Treasury Guidance, and the Boone County federal funding certification dated April 29, 2020 incorporated above. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Awardee an amount not-to-exceed one hundred dollars per pupil (**604 total pupils**), or **Sixty Thousand Four Hundred Dollars and no/100 (\$ 60,400.00)** to facilitate Awardee's safe reopening of schools. The use of this funding shall be limited to the seven (7) categories listed in the Coronavirus Relief Fund Frequently Asked Questions guidance (Question #53); specifically, the funding shall be limited to the following uses:

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

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

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

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

- a. All expenditures made with the provided funding were 1) necessary expenditures incurred due to the public health emergency with respect to COVID-19; 2) not accounted for in the Awardee's budget most recently approved as of March 27, 2020; and 3) incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.
- b. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary expenditure for purposes of the CARES Act.
- c. All expenditures made with the provided funding were used for:
 - i. expanding broadband capacity,

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

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

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

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

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

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

11. **Subcontracts.** Awardee may enter into subcontracts for components of the contracted service as Awardee deems necessary within the terms of the contract. Any subcontractor shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

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

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

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

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

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

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

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

anticipated the parties may have other agreements that address other funding applications/proposals for Awardee funding.

18. **Notice.**

- a. Any written notice or communication to **County** shall be mailed or delivered to: Boone County OEM, CARES funding program, 2145 County Drive, Columbia, MO 65202.
- b. Any written notice or communication to **Awardee** shall be electronically submitted to Awardee's contact email on file with County and/or mailed or delivered to: Harrisburg R-VIII School District, C/O Steve Combs, 1000 S. Harris, Harrisburg, Missouri, 65256.

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

Harrisburg R-VIII School District, Awardee

By:



Printed Name & Title:

Steve Combs Superintendent

Boone County, Missouri

By: Boone County Commission

Daniel K. Atwill

Daniel K. Atwill, Presiding Commissioner

ATTEST:

Brianna L. Lennon jr
Brianna L. Lennon, County Clerk

Approved as to Legal Form:

CJ Dykhouse
CJ Dykhouse, County Counselor

SIG
HERI

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 Pittsford by F

Signature

12/16/20

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

17th

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 Sturgeon R-V School District. The terms of the agreement are set out in the attached.

Done this 17th day of December 2020.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



AGREEMENT FOR CARES FUNDING
Public Schools Funding

THIS AGREEMENT dated the 17th 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 **Sturgeon R-V**

School District, a public school district organized and existing under the laws of the State of Missouri, hereinafter referred to as "**Awardee**".

WHEREAS, County received \$21,171,910.00 in funding from the State of Missouri as County's allocated share of the CARES Act (Coronavirus Aid, Relief and Economic Security Act) funding from the federal government and County received over \$40,000,000 in applications for the award of said funding; and

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

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

WHEREAS, the parties agree to cooperate on the form and content of expenditure documentation in order to comply with federal guidance on the appropriate use of CARES funding, including submission through the County's electronic portal operated by County's Office of Emergency Management; and

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

1. **US Treasury Department Guidance.** The guidance and FAQs issued by the US Department of Treasury, most recently updated as of October 19, 2020 and the Federal Funding Certification executed by Boone County dated April 29, 2020 is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This contract shall consist of this Agreement for CARES funding, the US Treasury Guidance, and the Boone County federal funding certification dated April 29, 2020 incorporated above. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Awardee an amount not-to-exceed one hundred dollars per pupil (**432 total pupils**), or **Forty-Three Thousand Two Hundred Dollars and no/100 (\$ 43,200.00)** 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 8, 2021. County will consider any awarded funding for which Awardee has not submitted an invoice to County by January 8, 2020 as unspent monies under this Agreement.
- c. Any approved personnel-related expenses shall be documented using the format attached hereto as Exhibit A. Awardee shall specifically note if the submitted personnel expenses relate to personnel that were engaged in public safety, public health, health care, or human services duties.
- d. A comprehensive, aggregated report detailing expenditures of CARES funding pursuant to this Agreement shall be provided to County at the conclusion of the program.

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

- a. All expenditures made with the provided funding were 1) necessary expenditures incurred due to the public health emergency with respect to COVID-19; 2) not accounted for in the Awardee's budget most recently approved as of March 27, 2020; and 3) incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.
- b. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary expenditure for purposes of the CARES Act.
- c. All expenditures made with the provided funding were used for:
 - i. expanding broadband capacity,

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

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

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

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

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

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

11. **Subcontracts.** Awardee may enter into subcontracts for components of the contracted service as Awardee deems necessary within the terms of the contract. Any subcontractor shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

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

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

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

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

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

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

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

anticipated the parties may have other agreements that address other funding applications/proposals for Awardee funding.

18. **Notice.**

- a. Any written notice or communication to **County** shall be mailed or delivered to: Boone County OEM, CARES funding program, 2145 County Drive, Columbia, MO 65202.
- b. Any written notice or communication to **Awardee** shall be electronically submitted to Awardee's contact email on file with County and/or mailed or delivered to: Sturgeon R-V School District, C/O Geoffrey Neil, 210 W. Patton, Sturgeon, Missouri, 65284.

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

Sturgeon R-V School District, Awardee

By: *Geoffrey E. Neill*

Printed Name & Title:

Geoffrey E. Neill, Supt of Schools

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

**SIGN
HERE**

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 P. [Signature]

Signature

12/16/20

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 17th day of December 20 20

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

Now on this day the County Commission of the County of Boone does hereby approve the attached contract for CARES funding with Cedar Creek Therapeutic Riding Center. The terms of the agreement are set out in the attached.

Done this 17th 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
Nonprofit Human Services Provider**

THIS AGREEMENT dated the 17th 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 **Cedar Creek Therapeutic Riding Center**, a nonprofit corporation organized and existing under the laws of the State of Missouri, hereinafter referred to as "Awardee".

WHEREAS, County and Awardee have entered into an Agreement approved in Boone County Commission Order 547-2020; and


WHEREAS, the parties desire to amend said Agreement; and

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 Awardee an amount not-to-exceed Ten Thousand Six Hundred Thirty Dollars and Twelve Cents (\$10,630.12) to facilitate Awardee's human services program as set forth in its submitted application for CARES funding. (This increases the not-to-exceed sum from \$9,519.49 to \$10,630.12.)

2. Except as specifically amended hereunder, all other terms, conditions, and provisions of the original agreement 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.

Awardee
By: 

Karen Grindler, Executive Director

Boone County, Missouri
By: Boone County Commission


Daniel K. Atwill, Presiding Commissioner

ATTEST:

Brianna L. Lennon

Brianna L. Lennon, County Clerk *jr*

Approved as to Legal Form:

J. Dykhouse

CJ Dykhouse, County Counselor

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

June Pitchford by J.F.

Signature

12/16/20

Date

2982-84200

Appropriation Account

594-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the 17th 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 Columbia Independent School. The terms of the agreement are set out in the attached.

Done this 17th 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. Patry
Fred J. Patry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



AGREEMENT FOR CARES FUNDING
Private Schools Funding

THIS AGREEMENT dated the 17th day of December 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "County" and **Columbia Independent 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 (363 total pupils), or **thirty-six thousand three hundred dollars (\$36,300)** to facilitate Awardee's safe reopening of schools. The use of this funding shall be limited to the seven (7) categories listed in the Coronavirus Relief Fund Frequently Asked Questions guidance (Question #53); specifically, the funding shall be limited to the following uses:

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

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

- a. Awardee will submit invoice(s) to County documenting Awardee's COVID-19 related expenditures as contemplated in this Agreement for CARES funding, along with supporting documentation, in a form approved by County.
- b. Awardee will recognize a final program close-out date of December 30, 2020, and will return any unspent and un-incurred monies received by Awardee from County by January 8, 2021. County will consider any awarded funding for which Awardee has not submitted an invoice to County by January 8, 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: Columbia Independent School, 1801 N. Stadium Blvd., Columbia, MO 65202.

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

Columbia Independent School, Awardee

By:

Bridgid M. Kinney

Printed Name & Title:

Bridgid Kinney, Director of
Advanced

Boone County, Missouri

By: Boone County Commission

Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

ATTEST:

Brianna L. Lennon
Brianna L. Lennon, County Clerk

Approved as to Legal Form:

CJ Dykhouse
CJ Dykhouse, County Counselor

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

June Pitchford by JF

Signature

12/17/20

Date

2982-84200

Appropriation Account

BOONE COUNTY, MISSOURI
AGREEMENT FOR CARES FUNDING
EXHIBIT A

Personnel-related expenditure submission format

Documentation for personnel- related expenses shall contain the following data for each employee:

- First and Last Name
- Job Title
- Date(s) of relevant payroll hours
- Base Rate of Pay ("Hazard Pay" or any similar add-on to normal pay rates should NOT be included)
- Regular Hours Worked (Do not include paid leave hours such as sick or vacation time, holidays, on-call time, or any other hour type during which an employee was not actually performing work)
- Overtime Hours Worked
- For employee types other than Public Safety and Public Health Employees, a description of how the employee's work during the submitted hours was "substantially dedicated to mitigating or responding to the COVID-19 public health emergency."

595-2020

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 17th 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 release the Cash Deposit held by the Boone County Treasurer in the amount of \$40,552.32. Said Cash Deposit was issued on behalf of Frederick and Susan Hill for stormwater improvements located at Robinson Rd. and Hwy 124., Hallsville, MO 65255. The work has been completed as required. The original Commission Order accepting the Cash Deposit is 436-2020

Done this 17th 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

Stormwater Erosion and Sediment Control Security Agreement

Date: September 22, 2020

Developer/Owner Name: Fred & Susan Hill
Address: 11021 Audrain Rd 945
Thompson, MO 65285

Development: Sycamore Hollow Plat 3

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

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

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement, the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities Sycamore Hollow Plat 3. The SWPPP and ESC was prepared by Brush & Associates on August 19, 2020.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 19th day of August, 2021, and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$40,552.32, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.

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

Cash deposit with County Treasurer

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the corporate surety bond contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to August 18, 2021 then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the cash deposit can be released to Developer. If no written proof has been provided to the financial institution issuing cash deposit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on August 18, 2021, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the cash deposit to the account then-designated by the Boone County Treasurer. If the total sum of the corporate surety bond is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in

successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

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

ACKNOWLEDGED AND AGREED TO:

DEVELOPER/OWNER:

By: *Paul Hill Susan I Hill*

Printed Name: *Paul Hill Susan I Hill*

Title: *owner*

BOONE COUNTY, MISSOURI:

Department of Resource Management

[Signature]

Bill Florea, Director Resource Management

County Commission:

[Signature]

Daniel K. Atwill, Presiding Commissioner

Attest:

Brianna L. Lennon by AW

Brianna L. Lennon, Boone County Clerk

County Treasurer

[Signature]

Tom Darrough, County Treasurer

Approved as to form:

[Signature]

C.J. Dykhouse, County Counselor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

September Session of the July Adjourned

Term. 2020

County of Boone

} ca.

In the County Commission of said county, on the

29th

day of

September

20 20

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Erosion and Sediment Control Security Agreement and Cash Deposit between the County of Boone and Frederick & Susan Hill. The terms of the agreement are stipulated in the attached security agreement.

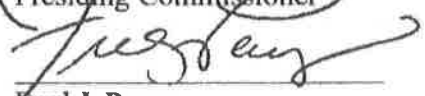
It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

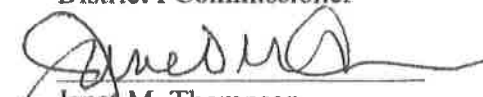
Done this 29th day of September 2020.

ATTEST:

Brianna L. Lennon b:AW
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

} ea.

December Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

17th

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 Erosion and Sediment Control Security Agreement and Irrevocable Letter of Credit between the County of Boone and Fred Overton Development, Inc. The terms of the agreement are stipulated in the attached security agreement.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement

Done this 17th day of December 2020.

ATTEST:

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

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

December Session of the October Adjourned

Term. 20 20

County of Boone

} ca.

In the County Commission of said county, on the 17th 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 release the Performance Bond from West Bend Mutual Insurance Company in the amount of \$60,238.25. Said bond was issued on behalf Fischer Ag LLC for stormwater improvements located at 8321 E. St. Charles Rd. Columbia, MO 65202. The work has been completed as required. The original Commission Order accepting the Performance Bond is 132-2018.

Done this 17th 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



Bond Number 2374545

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That FISCHER AG LLC of 118 WELLS RD., TRUXTON, MO 63381
(Name and address of the Contractor)

as Principal, hereinafter called Principal, and WEST BEND MUTUAL INSURANCE COMPANY as Surety, hereinafter called Surety, are held and firmly bound unto Boone County Resource Mgmt of
801 E Walton Room 315, Columbia MO 65201-7730
(Name and address of the Owner)

as Obligee, hereinafter called Owner, in the amount of _____
Sixty Thousand Two Hundred Thirty Eight Dollars and Twenty Five Cents Dollars (\$ 60,238.25),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated 02/01/2018 entered into a contract with Owner for North Battleground Plat 1 Project
in accordance with drawings and specifications prepared by _____
(Name of Architect or Engineer)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's Obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contract of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be increased automatically and immediately, without the need for separate amendments hereto, upon amendment to the Contract that does not increase the contract price more than ten (10) percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein of the heirs, executors, administrators or successors of the Owner.

Signed and Sealed this 11 day of January 20 18

Witness: Rita Potten

Witness: [Signature]

Principal:
FISCHER AG LLC
By: [Signature] (SEAL)
Name Typed: Chris Fischer, Member
Title

Surety:
West Bend Mutual Insurance Company
By: [Signature] (SEAL)
Name Typed: DON MCCOLLOM, Attorney-in-Fact
Title

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.



POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

DON MCCOLLOM

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: **Seven Million Five Hundred Thousand Dollars (\$7,500,000)**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-in-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 11th day of January, 2018



Heather A. Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

Stormwater Erosion and Sediment Control Security Agreement

Date: January 30, 2018

Developer/Owner Name: Westward Home Builders, LLC
Address: 118 Wells Road
Truxton, MO 63381

Development: North Battleground Plat No. 1

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

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

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement, the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at North Battleground Plat 1. The SWPPP and ESC was prepared by Crockett Engineering Consultants on December 20, 2017.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 28th day of December 2020, and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$60, 238.25, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.

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

U Corporate surety bond issued to Boone County

- 5. Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the corporate surety bond contemplated herein upon written instructions from the duly-elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to 28th day of December 2020, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the corporate surety bond can be released to Developer. If no written proof has been provided to the financial institution issuing corporate surety bond that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on 28th day of December 2020, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the corporate surety bond to the account then-designated by the Boone County Treasurer. If the total sum of the corporate surety bond is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
- 6. Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
- 7. Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
- 8. Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.

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

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

ACKNOWLEDGED AND AGREED TO:

DEVELOPER/OWNER:

By: Chris Fischer

Printed Name: Chris Fischer

Title: Member

BOONE COUNTY, MISSOURI:

Department of Resource Management

Stan Shawver
Stan Shawver, Director Resource Management

County Commission:

Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

Attest:

Taylor W. Burks
Taylor W. Burks, Boone County Clerk

County Treasurer

Tom Darrough
Tom Darrough, County Treasurer

Approved as to form:

C.J. Dykhouse
C.J. Dykhouse, County Counselor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 18

County of Boone

In the County Commission of said county, on the 13th day of March 20 18

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Erosion and Sediment Control Security Agreement and Performance Bond between the County of Boone and Westward Home Builders LLC.

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

Done this 13th day of March, 2018.

ATTEST:

Taylor W. Burks
Taylor W. Burks
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

December Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

17th

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 hereby authorizes the Presiding Commissioner to execute the attached Certificate of Approval for the Industrial Development Authority of Boone County, Missouri to issue debt not to exceed \$10,000,000 for The Baptist Home.

Done this 17th 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

CERTIFICATE OF APPROVAL

ISSUER: The Industrial Development Authority of Boone County, Missouri

GOVERNMENTAL UNIT: Boone County, Missouri

AMOUNT OF BONDS REQUESTED: Not to exceed \$10,000,000

PROJECT OBLIGOR: The Baptist Home, a Missouri nonprofit corporation

DESCRIPTION OF PROJECT: The issuance of the Issuer's industrial revenue bonds in an aggregate principal amount not to exceed \$10,000,000 for the purposes of making a loan to the Project Obligor for the purposes set forth in the attached notice of public hearing.

PUBLIC HEARING DATE: December 10, 2020

PUBLICATION DATE: December 1, 2020

NEWSPAPER: *Columbia Missourian*

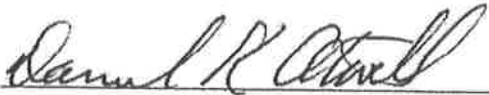
I, the undersigned, Presiding Commissioner of the County Commission of Boone County, Missouri (the "County"), the governmental unit having jurisdiction over the above-referenced Issuer, hereby certify that I am the chief elected officer of the County.

I have been informed by the Issuer that at 6:00 p.m. on the above-referenced public hearing date a public hearing was held in the Commission Chambers at the Boone County Government Center, 801 E. Walnut Street in Columbia, Missouri, and by teleconference, at which time discussions were held concerning a request by the above-referenced Project Obligor that the Issuer issue its industrial revenue bonds to help defray the cost of financing the above-referenced Project.

Attached hereto as **Exhibit A** and made a part hereof by reference is an affidavit of publication which reflects that notice of the public hearing was published not less than 7 days prior to the scheduled date of the public hearing in the above-referenced newspaper.

Based on the foregoing, the issuance of industrial revenue bonds by the Issuer to finance the cost of the Project is hereby approved in accordance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"). This approval does not impose any liability on the County or in any way involve the County in the issuance of said bonds or the proposed Project but is an accommodation by the County to satisfy the requirements of Section 147(f) of the Code.

Date: December 17, 2020



Presiding Commissioner of the Boone County
Commission

JONES, SCHNEIDER AND STEVENS, LLC
 11 NORTH SEVENTH STREET
 COLUMBIA, MO 65201

AFFIDAVIT OF PUBLICATION AND INVOICE

PO # _____ Invoice #31007638

NOTICE OF PUBLIC HEARING AND MEETING
 Public notice is hereby given that The Industrial Development Authority of Boone County, Missouri (the "Authority"), will hold a public hearing at 6:00 p.m. on December 10, 2020, in the Commission Chambers at the Boone County Government Center, 801 E Walnut Street in Columbia, Missouri and by teleconference at the number below, regarding the proposed issuance by the Authority of its revenue bonds in a principal amount not to exceed \$10,000,000 (the "Bonds") for the purpose of making a loan to The Baptist Home, a Missouri not-for-profit corporation (the "Borrower"). The proceeds of the Bonds will be used to pay the costs of acquiring, constructing, furnishing and equipping an expansion to Borrower's retirement care facility. The project to be financed by the Bonds will be owned and operated by the Borrower and located at 5751 Baptist Home Avenue in the City of Ashland, Missouri, which is located on the west side of Highway 63 at the New Salem Road exit, north of the New Salem Baptist Church located at 12721 S. Highway 63, Ashland, Missouri. The hearing will be open to the public. All interested persons may attend the hearing and will have an opportunity to express their views with respect to the project and the issuance of bonds to pay the costs thereof. Interested persons may also join the public hearing by teleconference by calling toll free (877)230-5394 and using passcode 4444117#. Written comments with respect to the project may also be submitted to the undersigned prior to the hearing. The Authority will hold a public meeting immediately following the public hearing to consider approval of the issuance of the Bonds. Additional information regarding the proposed project and the issuance of the bonds may be obtained in advance of the hearing from the undersigned.

Thomas M. Schneider
 11 N. Seventh Street
 Columbia, Missouri 65201
 (573) 449-2451

INSERTION DATE: DECEMBER 1, 2020

STATE OF MISSOURI

County of Boone

} ss.

I, Bryan Chester, being duly sworn according to law state that I am one of the publishers of the Columbia Missourian, a daily newspaper of general circulation in the County of Boone where located: which has been admitted to the Post Office as second class matter in the City of Columbia, Missouri the city of publication: which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provision of Section 493.050, Revised Statutes of Missouri, 1989. The affixed notice appeared in said newspaper on the following consecutive issues:

1st insertion	December 1, 2020
2nd insertion	2020
3rd insertion	2020
4th insertion	2020
5th insertion	2020
6th insertion	2020
7th insertion	2020
8th insertion	2020
9th insertion	2020
10th insertion	2020
11th insertion	2020
12th insertion	2020
13th insertion	2020
14th insertion	2020
15th insertion	2020
16th insertion	2020
17th insertion	2020
18th insertion	2020
19th insertion	2020
20th insertion	2020
21st insertion	2020

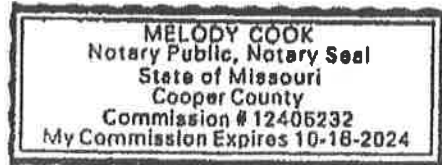
COLUMBIA MISSOURIAN

PRINTER'S FEE \$36.10

By: _____
 (Bryan Chester, General Manager)

Subscribed and sworn to before me this 1st day of December, 2020

 (Melody Cook, Notary Public)
 My Commission Expires October 16, 2024



CERTIFIED COPY OF ORDER

STATE OF MISSOURI



December Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

17th

day of December

20 20

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

Now on this day, the County Commission of Boone County does hereby approve and adopt the Boone County Operating Budget for fiscal year 2021. The adopted operating budget shall consist of all appropriations included in the Proposed Budget submitted to the County Commission by the County Auditor, subject to the adjustments shown in the attached schedule of Commission Directed Changes to the fiscal year 2021 Proposed Budget. Final wage and benefit appropriations for each department have been calculated using actual salaries in effect as of December 11, 2020 along with all approved range re-classifications having an effective date of January 1, 2021.

Total appropriations are set forth by line item and are summarized as follows:

- 1) by category of expenditure (i.e., class 1, class 2, etc. up to and including class 9.);
- 2) by office, department or spending agency; and,
- 3) by fund.

Spending may not exceed appropriations at the class level for a given office, department, or spending agency without approval pursuant to the County's Budget Adjustment Policy. Total appropriations for each fund are set forth in the individual Fund Statements and are published in the County's fiscal year 2021 Budget. The Proposed Budget submitted by the County Auditor, which is hereby incorporated into this appropriation order by reference, contains detailed documentation and descriptions for each line-item account within each category of expenditure. Appropriations shall be expended only for the purposes that are within the intent of the category in which they are included.

The County Commission approves all employee positions included in the Proposed Budget, adjusted for Commission-directed changes noted in the attached schedule, together with the specified budgeted hours, range, and benefit status for each position.

The County Commission approves appropriations for the specific fixed assets identified in the various fixed asset appropriation accounts and authorizes procurement of the same in accordance with the County's Purchasing Policy adopted by the County Commission.

The County Commission tentatively fixes the property tax rates necessary to finance the budget and which are shown in the attached Draft Revenue Commission Order.

The County Commission authorizes the County Auditor to re-appropriate unspent fiscal year 2020 grant funds which may be carried forward into fiscal year 2021 according to the terms of the grant award upon determination that a remaining balance of the grant award is available for re-budgeting. In addition, the County Commission authorizes the County Auditor to re-appropriate unencumbered FY 2020 appropriations for the following projects which are continuing into FY 2021: ERP project; replacement telephone system project; Facilities Maintenance Courthouse Painting project, Facilities Maintenance Courthouse bitumen roof coating project; and Facilities Maintenance Courthouse door control project.

Done this 17th day of December 2020.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI



es.

County of Boone

Term. 20

In the County Commission of said county, on the

day of

20

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

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill

Presiding Commissioner

Fred J. Paffy

Fred J. Paffy

District I Commissioner

Janet M. Thompson

Janet M. Thompson

District II Commissioner