



**City Council Agenda
Monday, October 19, 2020
12:00 P.M.
200 S. Holden
Warrensburg, MO 64093**

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84892438395?pwd=ZXBJaHUrRmN5UEZaZDNDTStlel90QT09>

Passcode: 376926

Or iPhone one-tap :

US: +13017158592,,84892438395#,,,,,0#,,376926# or
+13126266799,,84892438395#,,,,,0#,,376926#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656 or +1 253 215 8782 or +1
346 248 7799 or +1 669 900 9128

Webinar ID: 848 9243 8395

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International numbers available: <https://us02web.zoom.us/j/84892438395?pwd=ZXBJaHUrRmN5UEZaZDNDTStlel90QT09>

- 1. 12:00 P.M. Call To Order Special City Council Meeting**
- 2. Roll Call**
- 3. Adoption Of Agenda**
- 4. 1st/2nd Reading Ordinance**
 - 4.I. Ordinance Authorizing The City Manager And City Clerk To Execute A Contract With The County Of Johnson For Cares Act Funding
Ordinance to execute a Contract with Johnson County for Cares Act Funding
Reimbursement in the amount of \$226,856.72

Documents:

ORDINANCE FOR REIMBURSEMENT AGREEMENT.PDF
DOC 4-R-DISTRIBUTION AGREEMENT.PDF
EXHIBIT A - CARES ACT ROUND 2 REIMBURSEMENT APPLICATION.PDF
DOC 3-R-EXHIBIT B.PDF
DOC 1_REIMBURSEMENT_PAYMENTFORM_CITY OF
WARRENSBURG.PDF

- 4.II. Ordinance Authorizing The City Manager And City Clerk To Execute A Contract With The County Of Johnson For Cares Act Funding
Ordinance to execute the pre-approval agreement for Cares Act Funding in the amount not to exceed \$192,819.58

Documents:

ORDINANCE FOR PRE-APPROVAL AWARD AGREEMENT.PDF
DOC 4 - DISTRIBUTION AGREEMENT.PDF
EXHIBIT A - CARES ACT ROUND 2 PREAPPROVAL APPLICATION.PDF
DOC 3 - EXHIBIT B.PDF
DOC 1_PREAPPROVAL COVER LTR_CITY OF WARRENSBURG.PDF

5. Appearances To The Council Not Listed On The Agenda

6. Miscellaneous Matters From The Mayor And/Or City Council

BILL NO _____

ORDINANCE NO _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE A CONTRACT WITH THE COUNTY OF JOHNSON FOR CARES ACT FUNDING.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WARRENSBURG, MISSOURI AS FOLLOWS:

Section One The City Manager and City Clerk are authorized to execute on behalf of the City an agreement for CARES Act funds reimbursement granted by Johnson County in the form attached hereto

Section Two This ordinance shall be in full force and effect from and after its passage.

Read two times and passed in open session this _____ day of October, 2020.

Bryan Jacobs, Mayor

Attest:

Cindy Gabel, City Clerk

County Distribution Agreement of CARES Act Funds

This County Distribution Agreement of CARES Act Funds (“Agreement”), entered into on the date set forth below by and between the undersigned County, of the State of Missouri (“County”), and the undersigned Recipient (“Recipient”) an entity which operates within said County (collectively the “Parties”).

RECITALS

WHEREAS, pursuant to Section 14.435 of SS SCS HCS HB 2014, the State of Missouri has allocated funds to the County from the Coronavirus Relief Fund set forth under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”); and

WHEREAS, Recipient has requested and applied for available funds from the County to cover costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), as set forth in the Request for Distribution of County CARES Act Funds Application Form, attached as Exhibit A (“Application”) and incorporated herein by reference; and

WHEREAS, through said Application, Recipient has represented, warranted and attested to the County that it meets all state and federal requirements for receipt of a portion of the available funds (the “Funds”) as described in said Application; and

WHEREAS, County has reviewed said Application and has made an award decision on even date herewith as set forth in the Notice of Decision, attached as Exhibit B (“Notice of Decision” or “Notice”) and incorporated herein by reference; and

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby enter into the following agreement:

1. Purpose. The purpose of this Agreement is to distribute funds from the County to Recipient to cover Recipient’s costs and expenses incurred due to COVID-19 (the “Funds”). As Recipient attested to in the Application, Recipient agrees the Funds shall be used only to cover those costs that: (i) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (ii) were not accounted for in Recipient’s budget most recently approved as of March 27, 2020; and (iii) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. The Funds shall be used exclusively in accordance with the provisions contained in this Agreement in conformance with state and federal law and for no other purpose. Further, Recipient agrees that Funds shall be used exclusively for the purposes described in the Application, and for the purposes set forth in the Notice of Decision. Recipient shall only use Funds for the purposes set forth in Exhibit B which have been granted. Recipient shall not use Funds for any purposes set forth in Exhibit B which have been denied. Recipient understands and agrees that any deviations from the use of Funds, as described in the Application, and as approved in the Notice of Decision must have prior approval from the County, which is subject to the sole and absolute discretion of the County.

2. Funding Source. The County is authorized to distribute the Funds described in this Agreement pursuant to Section 14.435 of SS SCS HCS HB 2014, wherein the State of Missouri allocated funds to the County from the Coronavirus Relief Fund set forth under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

3. Representations and Warranties by Recipient. Recipient represents, warrants, and certifies that:

a. The undersigned individual has all necessary authority on behalf of the Recipient to request payment from the County from the allocation of funds to the County from the State of Missouri pursuant to Section 14.435 of SS SCS HCS HB 2014, from the allocation of funds to the State of Missouri from the Coronavirus Relief Fund as created in the CARES Act.

b. Recipient understands and agrees that the County will rely on the representations, warranties, and certifications set forth in Exhibit A - Request for Distribution of County CARES Act Funds Application Form and this Agreement as material representations in awarding and making a payment of Funds to Recipient. Recipient affirms that the information set forth in the Application is true, complete and accurate and affirms the statements made in Exhibit A as of the date of this Agreement.

c. Recipient expressly represents and warrants that it is eligible to receive the Funds in accordance with state and federal law, and that the Funds will be used exclusively for lawful expenditures pursuant to the CARES Act and specifically as described in Exhibit A and awarded in Exhibit B.

d. Recipient represents, warrants and agrees that the proposed uses of the Funds provided as a payment shall be used only to cover those costs that: (i) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (ii) were not accounted for in the budget most recently approved as of March 27, 2020; and (iii) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

e. Recipient acknowledges, understands, and agrees that Funds provided as payment from the County to Recipient pursuant to this Agreement must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds expended by Recipient in any manner that does not adhere to official federal guidance shall be returned to the County.

f. If Recipient is a local government entity, public entity, or political subdivision of the state, any funds provided pursuant to this Agreement shall not be used as a revenue replacement for lower than expected tax or other revenue collections.

g. Funds received pursuant to this Agreement shall not be used for expenditures for which Recipient has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same cost or expense.

h. Recipient may not use funds received pursuant to this Agreement to make a grant to any other local government, public entity, political subdivision, non-profit corporation, corporation, limited liability company, or other business entity, or individual unless the specific use of funds was expressly described in the Application, and such grant is used solely for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), that were not accounted for in the budget most recently approved as of March 27, 2020, and that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. In such event, Recipient is responsible for all documentation requirements set forth in this Agreement.

i. Recipient certifies by entering into this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Recipient.

j. Recipient agrees to promptly repay all funds paid to it under this Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its Application.

k. Recipient certifies that the Funds shall not be used for any unlawful purpose, including but not limited to: (i) as a revenue replacement for lower than expected tax or other revenue collection; (ii) for expenditures for which Recipient is already receiving other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for the same expense; or (iii) to engage in any other activity that is illegal under federal, state or local law.

l. Recipient understands and agrees that the County is under no obligation to distribute any additional funds other than identified in Exhibit B, even if Recipient believes circumstances have changed and Recipient requests additional funds.

4. Award and Distribution of Funds; Amount. Subject to the representations, warranties, covenants and agreements set forth in this Agreement, including the representations, warranties covenants, and agreements made by Recipient in the Application attached as Exhibit A, County agrees to distribute to Recipient the Funds in the award amount and for the purposes set forth and described in Exhibit B, subject to approval and execution of this Agreement.

Recipient understands and agrees that the Funds will not be disbursed under this Agreement until such time as all required documentation is provided by Recipient, including supporting documents, and all required documents are approved and signed by Recipient and County. Recipient understands and acknowledges that all awards are subject to the availability of funds and any modifications or additional requirements that may be imposed by law. In the event of a change in the CARES Act or guidance issued by the United States Department of Treasury that affect the Decision and this Agreement, the obligations of the County under this Agreement may be terminated immediately.

5. Term. This Agreement shall commence on the last date set forth on the signature pages of this Agreement and shall remain in force and effect unless otherwise terminated as provided in this Agreement.

6. Use of Funds. Recipient shall only use the Funds for the purposes and intended use of funds description set forth in Exhibit A, and as awarded in Exhibit B, and this Agreement. Recipient may only use Funds for the purposes awarded in the Notice of Decision set forth in Exhibit B. Modification of Recipient's purpose and intended use of funds shall require prior written approval of the County.

7. Unused Funds. Funds awarded and paid from the County to Recipient pursuant to this Agreement that are not expended must be returned to the County on or before December 30, 2020, and may not be used for expenditures incurred after December 30, 2020.

8. Documentation and Reporting Use of Funds. Recipient agrees to maintain the records necessary in order to comply with the requirements of the CARES Act and to demonstrate that the Funds have been used in accordance with section 601(d) of the Social Security Act. Recipient agrees to utilize appropriate fund accounting, auditing, monitoring and such evaluation procedures as may be necessary to create, keep and maintain such records as the federal, state, and County may prescribe, and in order to assure fiscal control, proper management, and efficient disbursement of funds received under this Agreement.

Recipient shall maintain all books, records and other documents in compliance with state and federal reporting and audit-related requirements. Recipient shall make all books, records and other documents available at all reasonable times for inspection and copying by the County in order to ensure compliance with the CARES Act, U.S. Department of Treasury Guidance, the intended purposes of the Funds as set forth in Exhibit A and as awarded in Exhibit B, audit requirements, and this Agreement. Copies of all records (including electronic records) shall be furnished to the County at no cost.

Recipient agrees to timely complete and submit any and all financial reports, as requested by the County. Failure by Recipient to timely submit Supporting Documentation may result in an Event of Default. The County may require Supporting Documentation furnished by the Recipient from time to time regarding the use of Funds with respect to the approved and necessary expenditures listed in the Application and Notice of Decision.

Recipient shall maintain, retain and provide documentation to County relating to the use of Funds upon request, including, but not limited to (collectively referred to as “Supporting Documentation”):

- a. Procurement and conflict of interest policies;
- b. Documentation of compliance with applicable procurement laws and requirements for Recipient;
- c. Publication and/or posting documentation relating to procurement;
- d. Requests for bids/requests for proposals/requests for qualifications;
- e. Estimates, quotes, bid responses, proposals, or statements of qualifications;
- f. Sales receipts and invoices;
- g. Contracts for the purchase of goods or services;
- h. Proof of evaluation and award (e.g., minutes, approval by authorized representative, etc.);
- i. Purchase orders, payment requests, or applications for payment;
- j. Proof of payment (e.g., cancelled checks, direct payment information, bank statements, credit card statements);
- k. Proof of delivery on goods (e.g., copies of packing slips or bills of lading);
- l. Proof of services rendered (e.g., statements confirming services provided by a vendor or contractor);
- m. Time sheets and other personnel information (e.g., wage rates, job duties, etc., if applicable);
- n. Direct solicitation lists (if applicable);
- o. Documentation of sole source procurement (if applicable);
- p. Bonding and insurance documents (if applicable)
- q. E-Verify documentation;

- r. Financial reports regarding the use of the Funds;
- s. Any other documents reasonably required by the County, its auditors, the State of Missouri, or the United States with respect to compliance with the requirements of the CARES Act and guidance.

9. Compliance with Laws.

a. Recipient shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are incorporated by reference. Failure to comply with any applicable requirements by Recipient shall be deemed a material breach of this Agreement. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the County and Recipient to determine whether the provisions of this Agreement require formal modification.

b. Recipient agrees that it has, or at the appropriate time, will comply with all applicable bidding and procurement requirements pursuant to policy, local, state, or federal law regarding the use of the Funds and that Recipient has, or will provide all necessary Supporting Documentation evidencing compliance with bidding and procurement laws.

c. The Recipient and its agents shall abide by all applicable conflict of interest laws and requirements that apply to persons who have a business relationship with the County. If Recipient has knowledge, or would have acquired knowledge with reasonable inquiry, that a County officer, employee, or special appointee, has a conflict of interest, Recipient shall ensure compliance with all applicable disclosure requirements prior to the execution of this Agreement. If Recipient or its agents violate any applicable conflict of interest laws or requirements, the County may, in its sole discretion, terminate this Agreement immediately upon notice to Recipient.

d. Recipient certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments and taxes to the County, State of Missouri or federal government.

e. Recipient warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by any federal, state, or local government.

f. Recipient agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations with respect to uses of the Funds.

10. Debarment and Suspension. Recipient certifies by entering into this Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by

any department, agency or political subdivision of the State of Missouri. The term “principal” for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Recipient.

11. Events of Default and Remedies. The occurrence of any one or more of the following events shall constitute an “Event of Default” under this Agreement, provided, that if any such Event of Default is capable of being cured, such Event of Default shall not be deemed to be an Event of Default unless Recipient fails to cure such Event of Default within the time period specified below following receipt of written notice from County notifying Recipient of such Event of Default (each, a “Cure Period”):

a. False Statement. Any statement, representation or warranty by Recipient contained in the Application or Supporting Documents, in any funding request, this Agreement, or any other document submitted to the County related to this Agreement which is determined to be false, contains a material misrepresentation, or is misleading, as determined by the County, its auditors, the State of Missouri, or the federal government.

b. Failure to Comply with Applicable Laws. Recipient fails to comply with or satisfy any of the requirements described in paragraph 26.

c. Failure to Perform; Breach. Recipient fails to perform or breaches any obligation or requirement of this Agreement, or makes an unauthorized use of the Funds, including, by way of example, but not limited to:

i. Use of Funds that are different than the Purpose and Intended Use of Funds as detailed in Exhibit A, Section D of the Application, and awarded pursuant to Exhibit B, Notice of Decision;

ii. Use of Funds for a purpose not described in Exhibit A, and not awarded as set forth in Exhibit B, even for purposes that might otherwise be considered an eligible use of funds had the use been approved by County;

iii. Use of Funds for a purpose described in Exhibit A, and identified in the Purpose and Intended Use of Funds as detailed in Section D of the Application, but not awarded as set forth in Exhibit B, Notice of Decision;

iv. Use of Funds for purposes that are not necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);

v. Use of Funds for expenditures incurred outside the time period of March 1, 2020 through December 30, 2020;

vi. Failure to return unused or unspent funds on or before December 30, 2020;

d. Failure to Provide Supporting Documents and Information. Recipient fails to provide Supporting Documentation, including, but not limited to financial reports, books, records, and other documents reasonably required by the County relating to the subject matter of this Agreement, subject to a ten (10) day Cure Period.

e. Voluntary or Involuntary Insolvency. Recipient: (i) files or has filed against it a petition for relief, reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law; (ii) makes an assignment for the benefit of its creditors; (iii) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers, or a court or government authority enters an order appointing a custodian, receiver, trustee, or other officer with similar powers, and such order is not vacated within ten (10) days; (iv) has an order entered against it for relief or approving a petition for relief, reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law, and such order is not vacated within ten (10) days; or (v) has an order entered dissolving, winding-up or liquidating Recipient.

f. Determination regarding CARES Act. Use of the Funds for purposes that are determined not to be eligible, compliant with, or used in a manner consistent with the requirements of section 601(d) of the Social Security Act, as determined by an independent auditor, the State of Missouri, the United States Department of Treasury, or other agency charged with evaluating compliance with the requirements of the CARES Act, including internal controls, monitoring and management, and audit requirements.

g. Recoupment Request or Demand to County. A request or demand is made to the County by the State of Missouri, or the United States to repay any of the Funds awarded to Recipient, subject to a determination by the County of the correctness and appropriateness of the request or demand. In such event, County shall provide written notice to the Recipient of the nature and extent of the request or demand, and, subject to the obligations of Recipient pursuant to paragraph 17, County and Recipient may mutually agree to the appropriate course of action under the circumstances.

h. Other Breach. The breach of any other material term or condition of this Agreement.

12. Remedies Upon Event of Default. Upon and during the continuance of an Event of Default, County may take any of the following actions, individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to County at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

a. Termination. County may terminate this Agreement and the Notice of Decision by giving a written termination notice to Recipient (“Termination Notice”) and, on the date specified in such notice, all rights (but not the obligations) of Recipient under this Agreement shall terminate. Upon termination of this Agreement, County shall have no further obligation to disburse Funds to Recipient, whether or not the entire amount of Funds have been disbursed to Recipient.

b. Withholding of Funds. County may withhold all or any portion of Funds not yet disbursed pursuant to this Agreement or any other agreement with Recipient, regardless of whether Recipient has previously submitted an Application or whether County has approved a disbursement of Funds requested in any Application or funding request.

c. Offset. County may offset against all or any portion of undisbursed Funds to Recipient or against any amount or payment due to Recipient under any other statutory provision or agreement between Recipient and County an amount equal the amount of Funds related to the Event of Default. In the event Recipient maintains an ad valorem real estate and/or personal property tax levy in the County, and there exists an Event of Default, Recipient consents to and agrees that as a condition of the award of and payment of Funds pursuant to this Agreement, County shall have the right, but not the obligation, to withhold from ad valorem real estate and/or property tax collections an amount that is equal to the Funds which are the subject of the Event of Default. In such event, County shall provide written notice to Recipient of the intent to offset (“Offset Notice”).

d. Repayment of Funds. County may demand the immediate return of any previously disbursed Funds that have been claimed, received, expended, or used by Recipient in breach of the terms of this Agreement or that are the subject of an Event of Default, together with interest thereon from the date of disbursement at the interest rate set forth in subparagraph f, or maximum rate permitted under applicable law (“Repayment Notice”). Recipient agrees to repay all Fund amounts which are the subject of a Repayment Notice within thirty (30) days.

e. Attorneys’ Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement by County, or because of an Event of Default, if the County is the substantially prevailing party, the County shall be entitled to recover reasonable attorneys’ fees, litigation expenses, and other costs incurred in the action or proceeding, in addition to any other relief to which it may be entitled.

f. Interest. For any amount of Funds which are the subject of an Event of Default, Recipient shall be obligated to pay interest at the rate of 18% per annum, or the maximum rate permitted under applicable law, calculated from the date of disbursement to Recipient to the date the Funds are repaid to the County.

13. Funding Termination. If prior to the disbursement of Funds to Recipient, the Funds shall become unavailable for any or no reason, this Agreement shall terminate.

14. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Missouri without regard to its conflict of laws rules. Suit, if any, must be brought in the Circuit Court of the County in which the Notice of Decision was issued.

15. Nondiscrimination. Pursuant to the Missouri Human Rights Act, the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, Recipient covenants that it shall not discriminate against any employee or applicant for employment with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of a person's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law and with respect to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in places of public accommodation. Furthermore, Recipient agrees to comply with applicable federal laws, regulations, and executive orders prohibiting discrimination based on protected characteristics in the provision of services.

16. No Assignment. This Agreement and all rights, privileges, duties and obligations of Recipient hereto shall not be assigned or delegated by Recipient. Recipient is expressly prohibited from distributing the Funds to any other entity without the express written approval from County.

17. Indemnification. Recipient agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless County, its office holders, employees, and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Recipient, its officers, directors, employees or agents, or any other person affiliated with Recipient in applying for or accepting the Funds, in the use or expenditure of the Funds, or any other matters arising out of or relating to the Application, the Notice of Decision, or this Agreement.

18. No Agency. Recipient is solely responsible for all uses, expenditures, and activities supported by the Funds. Nothing contained in this Agreement shall be construed so as to create a partnership, agency, joint venture, employment, or any other type of relationship. Recipient shall not represent itself as an agent of the County for any purpose and acknowledges that it does not have authority to bind the County in any manner whatsoever.

19. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it will be sent by first class U.S. mail service to the address listed for County or Recipient, respectively, set forth in the signature page to this Agreement.

20. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and shall not be construed to define, limit or prescribe the scope or intent of this Agreement or any part thereof.

21. Entire Agreement. Recipient acknowledges and agrees that this Agreement represents the entire agreement between Recipient and County with respect to the subject matter addressed herein. The terms of this Agreement may be modified only by a writing signed by duly authorized representatives of both parties.

22. Authority. The undersigned persons signing this Agreement on behalf of Recipient and County represent and warrant that the appropriate governing body, board, or person has authorized and approved this Agreement and the undersigned persons have the requisite legal authority and power to execute this Agreement, and to bind the respective party to the obligations contained herein. This Agreement constitutes a valid and binding obligation of Recipient, enforceable against Recipient in accordance with its terms. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of Recipient or County, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

23. Employment of Unauthorized Aliens. Pursuant to §285.530, RSMo., Recipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

24. Other Financial Assistance. The Fund payments which are the subject of this Agreement shall be considered "other financial assistance" pursuant to 2 C.F.R. § 200.40.

25. Federal Financial Assistance. The Fund payments which are the subject of this Agreement are considered federal financial assistance subject to the Single Audit Act, 31 U.S.C. §§ 7501-7507, and the related provisions of the Uniform Guidance, 2 C.F.R. §203 regarding internal controls; §§200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements, the requirements of which are incorporated herein by reference as though fully set forth herein.

26. Incorporation of Federal CARES Act Requirements. The following provisions and requirements are incorporated into this Agreement by reference, as though fully set forth herein:

- a. Section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act");
- b. United States Department of Treasury, Coronavirus Relief Fund, Guidance for State, Territorial, Local, and Tribal Governments, April 22, 2020;

- c. United States Department of Treasury, Coronavirus Relief Fund, Frequently Asked Questions, updated as of May 28, 2020;
- d. Any and all subsequent guidance issued by the State of Missouri or United States, including the Department of Treasury or other federal agencies relating to the CARES Act.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the undersigned date.

COUNTY

By: _____ Date: _____

Name: William H. Gabel

Title: Presiding Commissioner

Address: Johnson County
300 N. Holden Street
Warrensburg, MO 64093

RECIPIENT

I certify under the penalties of perjury set forth in Section 575.040, RSMo., that I have read the above Agreement and my statements contained herein are true and correct to the best of my knowledge.

By: _____ Date: _____

Name: _____

Title: _____

City of Warrensburg
 Application #GPAR2-0012-R

Address: _____

Subscribed and sworn to before me this ____ day of _____, 2020.

 Notary Public

My Commission Expires:

Exhibit A
[Application]

Exhibit B
[Notice of Decision]

Request for Distribution of County CARES Act Funds

Round 2 - Reimbursement Application - Cover Sheet

Applicant Name: City of Warrensburg
Applicant Contact: Marcella McCoy, Director of Finance
102 S Holden Street
Warrensburg, MO 64093

For Internal Use Only:
App No:

Application Checklist (to be completed by Applicant):

- Section A - Applicant has completed all portions of Section A, including attaching all necessary supporting documentation.
- Section B - Applicant has completed all portions of Section B.
- Section C - Applicant has completed all portions of Section C, including attaching all necessary supporting documentation.
- Section D - Applicant has completed those portions of Section D for which Applicant is requesting funds, including attaching all necessary supporting documentation.

Applicant is requesting funds:

for reimbursement of costs or expenses previously incurred

- Section E - If applicable, Applicant has provided the documentation required by Section E.
- Section F - If applicable, Applicant has provided the documentation required by Section F.
- Section G - Applicant has completed all portions of Section G.
- Authorized Representative of Applicant has completed, signed, and notarized the Application
- Applicant has submitted one (1) original and one (1) additional copy of the Application.
- Application requests funds only to cover costs that:

- are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
- were not accounted for in the budget most recently approved as of March 27, 2020; and
- were incurred during the period that begins on March 1, 2020, and ends on August 31, 2020.

- Applicant has not checked a box indicating a disqualifying condition or listed any other disqualifying condition in the Application.
- Applicant acknowledges and understands that once submitted, the Application and all supporting documentation may be subject to disclosure pursuant to the Sunshine Law under Chapter 610, RSMo.

**APPLICATION
INFORMATION
DETAILS**

Request for Distribution of County CARES Act Funds

Round 2 -APPLICATION INFORMATION DETAILS

APPLICATION INFORMATION DETAILS FOR: ROUND 2 REIMBURSEMENT & PREAPPROVAL APPLICATIONS

Purpose of this form:

This form is to be completed by the authorized representative of the Applicant and submitted to the County. Submission of the requested information is required to make a determination regarding eligibility for the funding request. Failure to submit required information in order to evaluate the Application and make a funding award decision will result in denying the Application and any award of funds.

Applicants are encouraged to review section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments issued by the United States Department of Treasury, dated April 22, 2020; and Coronavirus Relief Fund Frequently Asked Questions issued by the United States Department of Treasury, updated most recently as of August 10, 2020.

Information regarding completing this form:

A. Requirements of the CARES Act. The CARES Act provides that payments from the Fund may only be used to cover costs that: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

B. Necessary Expenditures. The requirement that expenditures be incurred "due to" the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

With respect to Section 5 titled "Intended Use of Funds," all funds must be for "Necessary Expenditures" incurred due to the public health emergency with respect to the Coronavirus

Request for Distribution of County CARES Act Funds

Round 2 -APPLICATION INFORMATION DETAILS

Disease 2019 (COVID-19). On April 22, 2020, the federal government provided guidance on the definition of Necessary Expenditure.

C. Costs Not Accounted For In The Budget Most Recently Approved As Of March 27, 2020.

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. The "most recently approved" budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

D. Costs Incurred During The Covered Period.

A cost is "incurred" when performance of services or delivery of goods occurs during the covered period.

E Eligible Expenditures

Under the federal guidance, eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:

- (a) COVID-19-related expenses of public hospitals, clinics, and similar facilities.
- (b) Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
- (c) Costs of providing COVID-19 testing, including serological testing.
- (d) Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
- (e) Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.

Request for Distribution of County CARES Act Funds

Round 2 -APPLICATION INFORMATION DETAILS

2. Public health expenses such as:

- (a) Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
- (b) Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
- (c) Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
- (d) Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
- (e) Expenses for public safety measures undertaken in response to COVID-19.
- (f) Expenses for quarantining individuals.

3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:

- (a) Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
- (b) Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
- (c) Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
- (d) Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.

Request for Distribution of County CARES Act Funds

Round 2 -APPLICATION INFORMATION DETAILS

(e) COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.

(f) Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.

5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:

(a) Expenditures related to a State, territorial, local, or Tribal government payroll support program.

(b) Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

F. Examples of Excluded Expenditures. The following is a list of examples of costs that would not be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

ROUND 2
REIMBURSEMENT
APPLICATION

Request for Distribution of County CARES Act Funds

Round 2 - REIMBURSEMENT APPLICATION

Introduction: Failure to submit required information in order to evaluate the Application and make a funding award decision may result in denial of an Application and an award of funds.

For Internal Use Only:
App No: _____

Section A. Applicant Background Information

1. Legal Name		2. Mailing Address				
City of Warrensburg		102 S Holden Street				
3. Primary Contact		4. City	5. County	6. State	7. Zip	
Name: Marcella McCoy Title: Director of Finance		Warrensburg	Johnson	MO	64093	
8. Business Phone(s)		9. Check One in the Space Below				
(660) 747 - 9131 (660) 262 - 4640		Political Subdivision/Local Government/Public Entity <input checked="" type="checkbox"/> City <input type="checkbox"/> Town/Township/Village <input type="checkbox"/> School District <input type="checkbox"/> County Hospital <input type="checkbox"/> Hospital District <input type="checkbox"/> Fire Protection District <input type="checkbox"/> Ambulance District <input type="checkbox"/> City/County Library <input type="checkbox"/> Municipal Corporation <input type="checkbox"/> Political Corporation <input type="checkbox"/> Other Local Government/Public Entity: _____ (List Entity Type)				
10. Facsimile		Private Entity				
() -		<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Public Corporation (General) <input type="checkbox"/> LLC <input type="checkbox"/> LP <input type="checkbox"/> LLP <input type="checkbox"/> Close Corporation <input type="checkbox"/> Professional Corporation <input type="checkbox"/> Non-profit Corporation <input type="checkbox"/> Foreign Entity: _____ (List Entity Type)				
11. Email Address						
marcella.mccoy@warrensburg-mo.com						
12. Tax Identification Number						
44-6000282						
13. Is the applicant located within the County?					[Z]yes <input type="checkbox"/> No	
14. Does the applicant have locations, facilities, offices, operations, divisions, branches, or offices located outside the County? (If no, skip to Section A.16.)					D yes 0 No	

Request for Distribution of County CARES Act Funds

Round 2 - REIMBURSEMENT APPLICATION

15. If the answer to Item A.14 is "Yes," list the locations by address and county of the other segments of the Applicant.

--

16. Has the Applicant received other CARES Act funding, including Round 1 Johnson County CARES Funding? 0 Yes No

17. If the answer to Item A.16 is "Yes," list the CARES Act funding source, use and amount, as follows:

Source	Use	Amount
Johnson County	Medical Expense	\$200.00
Johnson County	Public Health	\$9,455.26
Johnson County	Payroll	\$325,802.98
Johnson County	Compliance	109.63
Johnson County	Other	912.50

18. Does the Applicant anticipate receiving other CARES Act funding, NOT including Johnson County CARES Funding, on or before December 30, 2020? Yes No

19. If the answer to Item A.18. is "Yes," list the CARES Act funding source, use and amount that you plan to receive, as follows:

Source	Use	Amount
MO Division of Unemployment Security	50% Unemployment benefits paid	\$8,514.19

Request for Distribution of County CARES Act Funds

Round 2 - REIMBURSEMENT APPLICATION

Section B. Applicant - Representatives/Ownership

1. If Applicant is a local government/public entity, list the chief executive and elected officials of the governing body by name and title.
 If Applicant is a private entity, list the name, title, and ownership percentage of all owners of 20% or more equity of the Applicant.

Name	Title	Ownership Percentage	
Bryan Jacobs	Mayor		
Scott Holmberg	Chairman Pro Tern		
Casey Lund	Councilmember		
Nolan Brooks	Councilmember		
Jim Kushner	Councilmember		

2. Is the Applicant or any owner of the Applicant presently suspended, debarred, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any Federal department or agency, or presently involved in any bankruptcy? Dves [Z]No

3. Has the Applicant, any owner, or any business owned or controlled by any of them, obtained a direct or guaranteed loan from a federal or state agency that is currently delinquent or has defaulted in the last 7 years? Oves[Z]No

4. Is the Applicant, or any individual owning 20% or more of the equity subject to an indictment, criminal information, arraignment, or other means by which formal criminal charges (other than traffic citations) are brought in any jurisdiction, presently incarcerated, or on probation or parole? Oves [Z]No

5. Within the last 5 years, for any felony, has the Applicant or any owner:
 (a) been convicted;
 (b) pleaded guilty;
 (c) pleaded nolo contendere;
 (d) been placed on pretrial diversion; or
 (e) been placed on any form of parole or probation (including probation before judgment)? OYesli]No

If the answer to Items 8.2., 8.3., 8.4., or 8.5. is "Yes," the Application will be denied and funds will not be awarded.

Request for Distribution of County CARES Act Funds

Round 2 - REIMBURSEMENT APPLICATION

Section C. Request for Funding - General	
1. TOTAL Amount of Funds Requested by Applicant: <i>(calculate by totaling the following sections of this application: Sections D.1.c, D.2.c, D.3.c, D.4.c, D.5.c, and D.6.c.J</i>	\$ 257,809.31
2. If awarded, will all funds be used for purposes within the County?	[Z]yes O N o
<i>If the answer to Item C.2. is "No," the Application will be denied and funds will not be awarded.</i>	
3. If the answer to Item A.14. is "Yes," is the Applicant seeking funds or anticipating the receipt of funds from any other counties where those locations of the Applicant are located?	O Yes O N o
4. If the answer to Item C.3. is "Yes," in the space below please identify the counties in which funds have been requested or will be requested, the amount of funds requested or to be received, and the intended use of those funds. Attach any other applications, requests or other documentation relating to this item.	
5. For each of the requests set forth in Section D, below, in the event any portion of the Application and request for funding is approved, provide responses to the following questions:	
(a) Will the funds be used only to cover costs that are necessary expenditures as defined by the CARES Act and related to the Coronavirus Disease 2019 (COVID-19)?	[Z]yes O N o
(b) Will the funds be used only to cover costs that were not accounted for in the Applicant's budget most recently approved as of March 27, 2020, or as permitted by the CARES Act and Treasury guidance?	[Z]yes D , l o
(c) Will the funds be used only to cover costs that were incurred by the Applicant during the period that begins March 1, 2020 and ends December 30, 2020?	[Z]Yes <input type="checkbox"/> No
(d) Will the funds be used exclusively for purposes within the County?	[Z]Yes O N o
(e) If Applicant is a public entity, Applicant agrees the funds will not be used as revenue replacement for lower than expected tax or other revenue collections.	[Z]Yes <input type="checkbox"/> No
<i>If any of the answers to Items C.S(a) - (e) is "No," the Application will be denied and funds will not be awarded.</i>	

Request for Distribution of County CARES Act Funds

Round 2 - REIMBURSEMENT APPLICATION

D. Request for Funding - Purpose and Intended Use of Funds

1. Medical Expenses *(as described in Paragraph E.1 of the Application Information Details)*

(a) Is Applicant requesting funds for medical expenses?

Yes No

(b) If the answer to Item D.1(a) is "Yes," complete all items in Section "D.1-Medical" of the *Expenditure Detail Tracking Spreadsheet* and attach to application. You may download the *Expenditure Detail Tracking Spreadsheet* from the Johnson County CARES website page at: http://jococourthouse.com/cares_information.html

If the answer to Item D.1(a) is "No," you may leave Section "D.1-Medical" of the *Expenditure Detail Tracking Spreadsheet* blank.

Refer to pages 7-12 of the Informational Packet for more information.

(c) State the total amount of funds requested in this category, as totaled in Section "D.1 Medical" of the *Expenditure Detail Tracking Spreadsheet*.

\$ 0.00

Request for Distribution of County CARES Act Funds

Round 2 - REIMBURSEMENT APPLICATION

D. Request for Funding - Purpose and Intended Use of Funds

2. Public Health Expenses (as described in Paragraph E.2 of the Application Information Details)

(a) Is Applicant requesting funds for public health expenses? Yes No

(b) If the answer to Item D.2(a) is "Yes," complete all items in Section "D.2-Public Health" of the Expenditure Detail Tracking Spreadsheet and attach to application. You may download the Expenditure Detail Tracking Spreadsheet from the Johnson County CARES website page at: http://jococourthouse.com/cares_information.html

If the answer to Item D.2(a) is "No," you may leave Section "D.2-Public Health" of the Expenditure Detail Tracking Spreadsheet blank.

Refer to pages 7-12 of the Informational Packet for more information.

(c) State the total amount of funds requested in this category, as totaled in Section "D.2 Public Health" of the Expenditure Detail Tracking Spreadsheet. \$7,877.79

Request for Distribution of County CARES Act Funds

Round 2 - REIMBURSEMENT APPLICATION

D. Request for Funding - Purpose and Intended Use of Funds

3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency

(a) Is Applicant requesting funds for payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency?

@Yes O No

(b) If the answer to Item D.3(a) is "Yes," complete all items in Section "D.3-Payroll" of the Expenditure Detail Tracking Spreadsheet and attach to application. You may download the Expenditure Detail Tracking Spreadsheet from the Johnson County CARES website page at: http://jococourthouse.com/cares_information.html

If the answer to Item D.3(a) is "No," you may leave Section "D.3-Payroll" of the Expenditure Detail Tracking Spreadsheet blank.

Refer to pages 7-12 of the Informational Packet for more information.

(c) State the total amount of funds requested in this category, as totaled in Section "D.3-Payroll" of the Expenditure Detail Tracking Spreadsheet.

\$236,464.51

Request for Distribution of County CARES Act Funds

Round 2 - REIMBURSEMENT APPLICATION

D. Request for Funding - Purpose and Intended Use of Funds

4. Expenses of actions to facilitate compliance with COVID-19 related public health measures (as described in Paragraph E.4 of the Application Information Details)

(a) Is Applicant requesting funds to facilitate compliance with COVID-19 related public health measures?

Yes No

(b) If the answer to Item D.4(a) is "Yes," complete all items in Section "D.4-Facilitate Compliance" of the Expenditure Detail Tracking Spreadsheet and attach to application. You may download the Expenditure Detail Tracking Spreadsheet from the Johnson County CARES website page at: http://jococourthouse.com/cares_information.html

If the answer to Item D.4(a) is "No," you may leave Section "D.4-Facilitate Compliance" of the Expenditure Detail Tracking Spreadsheet blank.

Refer to pages 7-12 of the Informational Packet for more information.

(c) State the total amount of funds requested in this category, as totaled in Section "D.4-Facilitate Compliance" of the Expenditure Detail Tracking Spreadsheet.

\$ 4,382.88

Request for Distribution of County CARES Act Funds

Round 2 - REIMBURSEMENT APPLICATION

D. Request for Funding - Purpose and Intended Use of Funds

5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency (as described in Paragraph E.5 of the Application Information Details)

(a) Is Applicant requesting funds that will be used for the provision of economic support in connection with COVID-19?

Yes No

(b) If the answer to Item D.S(a) is "Yes," complete all items in Section "D.5-Economic Support" of the Expenditure Detail Tracking Spreadsheet and attach to application. You may download the Expenditure Detail Tracking Spreadsheet from the Johnson County CARES website page at: http://jococourthouse.com/cares_information.html

If the answer to Item D.S(a) is "No," you may leave Section "D.5-Economic Support" of the Expenditure Detail Tracking Spreadsheet blank.

Refer to pages 7-12 of the Informational Packet for more information.

(c) State the total amount of funds requested in this category, as totaled in Section "D.5-Economic Support" of the Expenditure Detail Tracking Spreadsheet.

\$9,084.13

Request for Distribution of County CARES Act Funds

Round 2 - REIMBURSEMENT APPLICATION

D. Request for Funding - Purpose and Intended Use of Funds

6. Any other COVID-19 related expenses reasonably necessary to the function of government that satisfy the Coronavirus Relief Fund's eligibility criteria.

(a) Is Applicant requesting funds for purposes that are not listed Items 1-5 above, that otherwise satisfy the Coronavirus Relief Fund eligibility criteria?

Yes No

(b) If the answer to Item D.G(a) is "Yes," complete all items in Section "D.6-Other" of the Expenditure Detail Tracking Spreadsheet and attach to application. You may download the Expenditure Detail Tracking Spreadsheet from the Johnson County CARES website page at: http://jococourthouse.com/cares_information.html

If the answer to Item D.G(a) is "No," you may leave Section "D.6-Other" of the Expenditure Detail Tracking Spreadsheet blank.

Refer to pages 7-12 of the Informational Packet for more information.

(c) State the total amount of funds requested in this category, as totaled in Section "D.6-Other" of the Expenditure Detail Tracking Spreadsheet.

\$0.00

Request for Distribution of County CARES Act Funds

Round 2 - REIMBURSEMENT APPLICATION

E. Applicant Budget Information

Please attach a copy of the Applicant's budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act).

F. Applicant Corporate Documents

For non-public entities, including businesses and nonprofits, please attach a copy of: (a) the Articles of Incorporation or Articles of Organization; (b) By-laws or Operating Agreement; and (c) a copy of the Certificate of Good Standing.

G. Applicant Representation and Certification

1. I have read the statements included in this Application Form and understand them and that all responses are true and correct.	IZ!Yes <input type="checkbox"/> No
2. I have the authority to act on behalf of the above-named Applicant to request funds from the County allocated by the State of Missouri to the County from the Coronavirus Relief Fund as created in the CARES Act.	IZ!Yes <input type="checkbox"/> No
3. I understand that the County will rely on the information provided by Applicant in this Application and this Certification as a material representation in evaluating this Application and making award decisions to the above-named Applicant.	@Yes <input type="checkbox"/> No
4. If approved, the Applicant agrees to use the funds received pursuant to this application only for those costs that: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 for the above-named Applicant; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.	IZ!Yes <input type="checkbox"/> No
5. If approved, I agree that no funds provided pursuant to this Application will be used as a revenue replacement for lower than expected tax or other revenue collection.	[Z]Yes <input type="checkbox"/> No
6. If approved, I agree that no funds can be used for expenditures for which the above-named Applicant received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.	IZ!Yes <input type="checkbox"/> No
7. I agree that the above-named Applicant will retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts and that all necessary documentation shall be produced to the County upon request.	@Yes <input type="checkbox"/> No
8. I agree not to use the funds in a different manner than Applicant's purposes and uses described in this Application.	@Yes <input type="checkbox"/> No

Request for Distribution of County CARES Act Funds

Round 2 - REIMBURSEMENT APPLICATION

<p>9. I certify that use of the funds will not violate any State or Federal law, and the Applicant is not engaged in any activity that is illegal under federal, state, or local law.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>10. Funds provided as a result of this Application and any subsequent award must adhere to official federal, state, or local guidance issued or to be issued. Any funds expended in any manner that does not adhere to official guidance shall be returned.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>11. Applicant understands and agrees that in the event an award of funds is made pursuant to this Application, as a condition of any award an agreement provided by County will be required to be approved and executed prior to disbursement of funds.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>12. I understand that County is not required or obligated to award funds to an Applicant.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>13. I understand that a maximum of 90% for all approved items will be reimbursed.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>14. I understand that based upon the volume of requests received, the County reserves the right to reduce the maximum reimbursement.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>15. If approved, the Applicant agrees to comply with all local, state, and federal bidding, advertising and procurement requirements.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p><i>If the answer to any of Items G.1. - G.15. is "No," the Application will be denied and funds will not be awarded to Applicant.</i></p>	

Request for Distribution of County CARES Act Funds
Round 2 – REIMBURSEMENT APPLICATION

THE STATEMENTS MADE IN THIS APPLICATION ARE TRUE AND ACCURATE
TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

This application must be signed by the authorized representative, elected official, individual
owner, a partner, or an officer of the Applicant.

City of Warrensburg

Applicant Name

Marcella McCoy

Authorized Representative Name

Marcella McCoy

Authorized Representative Signature

Director of Finance

Title

09/15/2020

Date

Subscribed and sworn to before me this 15th day of September, 2020.

Cynthia Gabel
Notary Public

CYNTHIA GABEL
Notary Public - Notary Seal
STATE OF MISSOURI
Johnson County
My Commission Expires: June 24, 2021
Commission #13464006



Johnson County Commission

William H. Gabel
Presiding Commissioner

John L. Marr
Commissioner, Eastern District

Charles Kavanaugh
Commissioner, Western District

Diane Thompson
County Clerk

Johnson County Courthouse, 300 N Holden, Warrensburg, MO 64093
Phone (660) 747-6161 – Fax (660) 747-9332
www.jococourthouse.com

EXHIBIT B
DISTRIBUTION OF COUNTY CARES ACT FUNDS
NOTICE OF DECISION
JOHNSON COUNTY, MISSOURI

Date: October 8, 2020
Application Number: GPAR2-0012-R
Applicant Name: City of Warrensburg
Award Amount, Pending Agreement: \$226,856.72

Dear Applicant:

By this Notice ("Notice"), the County is writing to inform the above-reference Applicant of the County's determination (the "Decision") regarding the requests set forth in the above-referenced Request for Distribution of County CARES Act Funds Application (the "Application"). The information set forth on the following pages provides a summary of the Decision regarding the Application. In some cases, additional pages may be attached containing more detailed information regarding the Decision with respect to specific request determinations, awards, denials, and partial awards.

This Decision, and the receipt and use of the Funds is subject to the requirements of the CARES Act and United States Department of Treasury guidance, the representations and warranties set forth in the Application, and the County Distribution Agreement of CARES Act Funds (the "Agreement"), all of which are incorporated herein by reference. If Funds are awarded pursuant to this Notice, in order for the Funds described in this Notice of Decision to be disbursed to the Applicant, the Applicant must approve, execute, and return an original copy of the Agreement attached to this Notice within fourteen (14) days of the date set forth above, to Heather Reynolds, Treasurer at 300 North Holden St., Suite 103, Warrensburg, MO 64093.

Questions regarding this Notice should be directed to: Johnson County Commission, 300 North Holden St., Warrensburg, MO 64093.

William H. Gabel, Presiding Commissioner

John L. Marr, Eastern Commissioner

Charles Kavanaugh, Western Commissioner

ATTEST:

Diane Thompson, Johnson County Clerk



APPLICATION SECTION	REQUESTED AMOUNT	AWARD DECISION			FINAL AMOUNT	REASON
		Grant	Deny	Partial		
SECTION D.2 - PUBLIC HEALTH						
1. REUSABLE MASKS FACE COVERINGS CLEANING SUPPLIES SYRINGES ALCOHOL WIPES DISINFECTANT TRIM BOARD/HARDWARE (DIVIDERS) SURGICAL MASKS PAINT SUPPLIES SAW BLADE (DIVIDERS) PAINT ROLLER COVER (DIVIDERS) PAINT TRAY (DIVIDERS) BATTERIES (THERMOMETERS) ALCOHOL PADS CORDLESS FOGGER MISTER (Line Items 1-37)	\$4,407.34	X			\$4,407.34	
2. COG FOAM GUN 4/2LTR HYDROGEN PEROXIDE CLEANER 12/1 QT BATH & ALL SURFACE CLEANER 5/20 43X47 1.75 MIL BLACK LINERS CORMATIC BROWN TOWELS 8MCU-10GL HI-D (Line Items 38-44)	\$620.49		X			4
3. LATEX GLOVES VAPOR MACHINE CORMATIC BROWN TOWELS 4/2LTR HYDROGEN PEROXIDE CLEANER 5/20 43X47 1.75 MIL BLACK LINERS CLOROX WIPES ¾ FOLD 12/13 DRC WIPER ALL PURPOSE CLEANER TANDEM 2-PLY TISSUE AIR FILTERS (VARIOUS SIZES) (Line Items 45-52, 54-57)	\$2,792.73	X			\$2,792.73	
4. P-SHIELD 6/CS URINAL MAT SHIELD	\$57.23		X			2
SECTION D.3 - PAYROLL						
1. 1ST SET: 50% OF SUBMITTED PUBLIC SAFETY PAYROLL – POLICE OFFICERS POLICE CORPORALS SARGEANT (Line Items 1-100)	\$67,274.80	X			\$67,274.80	
2. 2ND SET: 50% OF SUBMITTED PUBLIC SAFETY PAYROLL – BATTALION CHIEF FIRE CAPTAIN FIREFIGHTER/EMT FIREFIGHTER SPECIALIST SARGEANT POLICE CORPORAL POLICE OFFICER (Line Items 1-96)	\$77,629.18	X			\$77,629.18	
3. 3RD SET: 50% OF SUBMITTED PUBLIC SAFETY PAYROLL – FIRE CAPTAIN FIREFIGHTER/EMT BATTALION CHIEF FIREFIGHTER SPECIALIST (Line Items 1-97)	\$85,744.72			X	\$80,676.15	
4. 4TH SET: 50% OF SUBMITTED PUBLIC SAFETY PAYROLL – SARGEANT (Line Items 1-7)	\$5,815.81	X			\$5,815.81	
SECTION D.4 - FACILITATE COMPLIANCE						
1. PAID FAMILY SICK LEAVE (5 EMPLOYEES)	\$4,382.88	X			\$4,382.88	
SECTION D.5 - ECONOMIC SUPPORT						
1. 50% UNEMPLOYMENT CHARGES - 2ND QUARTER	\$8,514.13	X			\$8,514.13	
2. UNEMPLOYMENT PROCESSING FEES	\$540.00	X			\$540.00	
3. UNEMPLOYMENT PROCESSING FEES	\$30.00	X			\$30.00	
	\$257,809.31					
				Subtotal:	\$252,063.02	
				90% COUNTY FUNDED TOTAL:	\$226,856.72	

IF APPLICABLE, PARTIAL AWARD OR DENIAL REASONS:

- (1): Incomplete Application or request; supporting documentation insufficient or inadequate; or documentation provided does not constitute supporting documentation of eligible expenses or proof of payment
- (2): Item was not a necessary expenditure incurred due to the public health emergency with respect to COVID-19
- (3): Item was accounted for in the budget most recently approved as of March 27, 2020
- (4): Item cost and/or payment was not incurred during the period that begins on March 1, 2020 and ends on August 31, 2020
- (5): Request does not otherwise comply with requirements of CARES Act, Treasury Guidance, or County requirements



Johnson County Commission

William H. Gabel
Presiding Commissioner

John L. Marr
Commissioner, Eastern District

Charles Kavanaugh
Commissioner, Western District

Diane Thompson
County Clerk

Johnson County Courthouse, 300 N Holden, Warrensburg, MO 64093
Phone (660) 747-6161 – Fax (660) 747-9332
www.jococourthouse.com

October 8, 2020

Congratulations, City of Warrensburg!

Your Johnson County, Missouri CARES Fund Application for ROUND 2 REIMBURSEMENT has been approved in the amount of \$ 226,856.72.

STEP 1: Please READ ALL of the documents contained in this information packet. This information is being sent you electronically, in the essence of time, and via U.S. Mail. You should see the following documents either attached to this email or enclosed in the U.S. Mail envelope:

DOC #1:	This Reimbursement Cover Letter including the Cut Off Portion: Preferred Method of Payment Form (below)
DOC #2:	W-9 Form – partially completed with Johnson County’s information (1 page)
DOC #3:	Exhibit B: Notice of Award Decision (1 page) and attached the Exhibit B: Itemized Award List (1 to 2 pages)
DOC #4:	County Distribution Agreement of CARES Act Funds (12 pages)

STEP 2: Please indicate your preferred method of receiving your reimbursement check by completing the Preferred Method of Payment Form included on the last portion of this cover letter. Please remove this section where indicated and return it with the other documents. If this is not returned, your check will be mailed.

STEP 3: Authorized Official Complete and Sign the DOC #2: W-9 Form – keep a copy for your records

STEP 4: Authorized Official Complete and Sign the DOC #4: County Distribution Agreement of CARES Act Funds (12 pages). NOTE: DO NOT SIGN THE DOCUMENT UNTIL IN THE PRESENCE OF A NOTARY. Keep a copy for your records.

STEP 5: RETURN THE FOLLOWING DOCUMENTS: [either by hand-delivery or U.S. Mail]

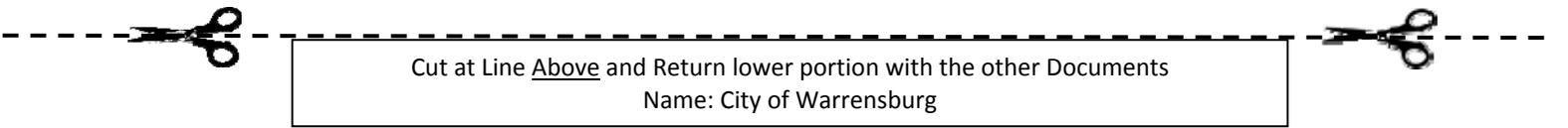
- Completed Tear Off Portion: Preferred Method of Payment Form
- Completed and signed DOC #2: W-9 form, and;
- Completed and signed DOC #4: County Distribution Agreement of CARES Fund

ALL OF THE ABOVE to the Johnson County Treasurer, to be received no later than **4:30 PM on Friday, October 23, 2020**: to **Heather Reynolds, Treasurer, Johnson County Courthouse, 300 N Holden St, Suite 103, Warrensburg, MO 64093**

Please note if the DOC #2 and DOC #4 are not returned fully completed by 4:30 p.m. on Friday, October 23, 2020, the Johnson County Commission will assume that you have officially withdrawn your original application and the reimbursement check will not be issued.

STEP 6: KEEP the REMAINING PORTION of DOC #1 and DOC #3 for your records.

IMPORTANT DATE: October 30th – Reimbursement checks are available to awarded applicants per their desired method (by mail or in person pick up). Only paper checks will be issued.



Cut at Line Above and Return lower portion with the other Documents
Name: City of Warrensburg

Please indicate your preferred method of receiving your reimbursement check by selecting ONE of the following:

- Please MAIL my reimbursement check to the address listed on the application. I understand that this may take approximately 6 to 9 business days.
- Please allow the Authorized Representative from my organization to PICK UP the check in person on or after October 30. Said representative will sign to confirm receipt.

BILL NO _____

ORDINANCE NO _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE A CONTRACT WITH THE COUNTY OF JOHNSON FOR CARES ACT FUNDING.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WARRENSBURG, MISSOURI AS FOLLOWS:

Section One The City Manager and City Clerk are authorized to execute on behalf of the City an agreement for CARES Act funds granted by Johnson County in the form attached hereto

Section Two This ordinance shall be in full force and effect from and after its passage.

Read two times and passed in open session this _____ day of July, 2020.

Bryan Jacobs, Mayor

Attest:

Cindy Gabel, City Clerk

County Distribution Agreement of CARES Act Funds

This County Distribution Agreement of CARES Act Funds (“Agreement”), entered into on the date set forth below by and between the undersigned County, of the State of Missouri (“County”), and the undersigned Recipient (“Recipient”) an entity which operates within said County (collectively the “Parties”).

RECITALS

WHEREAS, pursuant to Section 14.435 of SS SCS HCS HB 2014, the State of Missouri has allocated funds to the County from the Coronavirus Relief Fund set forth under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”); and

WHEREAS, Recipient has requested and applied for available funds from the County to cover costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), as set forth in the Request for Distribution of County CARES Act Funds Application Form, attached as Exhibit A (“Application”) and incorporated herein by reference; and

WHEREAS, through said Application, Recipient has represented, warranted and attested to the County that it meets all state and federal requirements for receipt of a portion of the available funds (the “Funds”) as described in said Application; and

WHEREAS, County has reviewed said Application and has made an award decision on even date herewith as set forth in the Notice of Decision, attached as Exhibit B (“Notice of Decision” or “Notice”) and incorporated herein by reference; and

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby enter into the following agreement:

1. Purpose. The purpose of this Agreement is to distribute funds from the County to Recipient to cover Recipient’s costs and expenses incurred due to COVID-19 (the “Funds”). As Recipient attested to in the Application, Recipient agrees the Funds shall be used only to cover those costs that: (i) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (ii) were not accounted for in Recipient’s budget most recently approved as of March 27, 2020; and (iii) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. The Funds shall be used exclusively in accordance with the provisions contained in this Agreement in conformance with state and federal law and for no other purpose. Further, Recipient agrees that Funds shall be used exclusively for the purposes described in the Application, and for the purposes set forth in the Notice of Decision. Recipient shall only use Funds for the purposes set forth in Exhibit B which have been granted. Recipient shall not use Funds for any purposes set forth in Exhibit B which have been denied. Recipient understands and agrees that any deviations from the use of Funds, as described in the Application, and as approved in the Notice of Decision must have prior approval from the County, which is subject to the sole and absolute discretion of the County.

2. Funding Source. The County is authorized to distribute the Funds described in this Agreement pursuant to Section 14.435 of SS SCS HCS HB 2014, wherein the State of Missouri allocated funds to the County from the Coronavirus Relief Fund set forth under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

3. Representations and Warranties by Recipient. Recipient represents, warrants, and certifies that:

a. The undersigned individual has all necessary authority on behalf of the Recipient to request payment from the County from the allocation of funds to the County from the State of Missouri pursuant to Section 14.435 of SS SCS HCS HB 2014, from the allocation of funds to the State of Missouri from the Coronavirus Relief Fund as created in the CARES Act.

b. Recipient understands and agrees that the County will rely on the representations, warranties, and certifications set forth in Exhibit A - Request for Distribution of County CARES Act Funds Application Form and this Agreement as material representations in awarding and making a payment of Funds to Recipient. Recipient affirms that the information set forth in the Application is true, complete and accurate and affirms the statements made in Exhibit A as of the date of this Agreement.

c. Recipient expressly represents and warrants that it is eligible to receive the Funds in accordance with state and federal law, and that the Funds will be used exclusively for lawful expenditures pursuant to the CARES Act and specifically as described in Exhibit A and awarded in Exhibit B.

d. Recipient represents, warrants and agrees that the proposed uses of the Funds provided as a payment shall be used only to cover those costs that: (i) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (ii) were not accounted for in the budget most recently approved as of March 27, 2020; and (iii) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

e. Recipient acknowledges, understands, and agrees that Funds provided as payment from the County to Recipient pursuant to this Agreement must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds expended by Recipient in any manner that does not adhere to official federal guidance shall be returned to the County.

f. If Recipient is a local government entity, public entity, or political subdivision of the state, any funds provided pursuant to this Agreement shall not be used as a revenue replacement for lower than expected tax or other revenue collections.

g. Funds received pursuant to this Agreement shall not be used for expenditures for which Recipient has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same cost or expense.

h. Recipient may not use funds received pursuant to this Agreement to make a grant to any other local government, public entity, political subdivision, non-profit corporation, corporation, limited liability company, or other business entity, or individual unless the specific use of funds was expressly described in the Application, and such grant is used solely for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), that were not accounted for in the budget most recently approved as of March 27, 2020, and that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. In such event, Recipient is responsible for all documentation requirements set forth in this Agreement.

i. Recipient certifies by entering into this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Recipient.

j. Recipient agrees to promptly repay all funds paid to it under this Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its Application.

k. Recipient certifies that the Funds shall not be used for any unlawful purpose, including but not limited to: (i) as a revenue replacement for lower than expected tax or other revenue collection; (ii) for expenditures for which Recipient is already receiving other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for the same expense; or (iii) to engage in any other activity that is illegal under federal, state or local law.

l. Recipient understands and agrees that the County is under no obligation to distribute any additional funds other than identified in Exhibit B, even if Recipient believes circumstances have changed and Recipient requests additional funds.

4. Award and Distribution of Funds; Amount. Subject to the representations, warranties, covenants and agreements set forth in this Agreement, including the representations, warranties covenants, and agreements made by Recipient in the Application attached as Exhibit A, County agrees to distribute to Recipient the Funds in the award amount and for the purposes set forth and described in Exhibit B, subject to approval and execution of this Agreement.

Recipient understands and agrees that the Funds will not be disbursed under this Agreement until such time as all required documentation is provided by Recipient, including supporting documents, and all required documents are approved and signed by Recipient and County. Recipient understands and acknowledges that all awards are subject to the availability of funds and any modifications or additional requirements that may be imposed by law. In the event of a change in the CARES Act or guidance issued by the United States Department of Treasury that affect the Decision and this Agreement, the obligations of the County under this Agreement may be terminated immediately.

5. Term. This Agreement shall commence on the last date set forth on the signature pages of this Agreement and shall remain in force and effect unless otherwise terminated as provided in this Agreement.

6. Use of Funds. Recipient shall only use the Funds for the purposes and intended use of funds description set forth in Exhibit A, and as awarded in Exhibit B, and this Agreement. Recipient may only use Funds for the purposes awarded in the Notice of Decision set forth in Exhibit B. Modification of Recipient's purpose and intended use of funds shall require prior written approval of the County.

7. Unused Funds. Funds awarded and paid from the County to Recipient pursuant to this Agreement that are not expended must be returned to the County on or before December 30, 2020, and may not be used for expenditures incurred after December 30, 2020.

8. Documentation and Reporting Use of Funds. Recipient agrees to maintain the records necessary in order to comply with the requirements of the CARES Act and to demonstrate that the Funds have been used in accordance with section 601(d) of the Social Security Act. Recipient agrees to utilize appropriate fund accounting, auditing, monitoring and such evaluation procedures as may be necessary to create, keep and maintain such records as the federal, state, and County may prescribe, and in order to assure fiscal control, proper management, and efficient disbursement of funds received under this Agreement.

Recipient shall maintain all books, records and other documents in compliance with state and federal reporting and audit-related requirements. Recipient shall make all books, records and other documents available at all reasonable times for inspection and copying by the County in order to ensure compliance with the CARES Act, U.S. Department of Treasury Guidance, the intended purposes of the Funds as set forth in Exhibit A and as awarded in Exhibit B, audit requirements, and this Agreement. Copies of all records (including electronic records) shall be furnished to the County at no cost.

Recipient agrees to timely complete and submit any and all financial reports, as requested by the County. Failure by Recipient to timely submit Supporting Documentation may result in an Event of Default. The County may require Supporting Documentation furnished by the Recipient from time to time regarding the use of Funds with respect to the approved and necessary expenditures listed in the Application and Notice of Decision.

Recipient shall maintain, retain and provide documentation to County relating to the use of Funds upon request, including, but not limited to (collectively referred to as “Supporting Documentation”):

- a. Procurement and conflict of interest policies;
- b. Documentation of compliance with applicable procurement laws and requirements for Recipient;
- c. Publication and/or posting documentation relating to procurement;
- d. Requests for bids/requests for proposals/requests for qualifications;
- e. Estimates, quotes, bid responses, proposals, or statements of qualifications;
- f. Sales receipts and invoices;
- g. Contracts for the purchase of goods or services;
- h. Proof of evaluation and award (e.g., minutes, approval by authorized representative, etc.);
- i. Purchase orders, payment requests, or applications for payment;
- j. Proof of payment (e.g., cancelled checks, direct payment information, bank statements, credit card statements);
- k. Proof of delivery on goods (e.g., copies of packing slips or bills of lading);
- l. Proof of services rendered (e.g., statements confirming services provided by a vendor or contractor);
- m. Time sheets and other personnel information (e.g., wage rates, job duties, etc., if applicable);
- n. Direct solicitation lists (if applicable);
- o. Documentation of sole source procurement (if applicable);
- p. Bonding and insurance documents (if applicable)
- q. E-Verify documentation;

- r. Financial reports regarding the use of the Funds;
- s. Any other documents reasonably required by the County, its auditors, the State of Missouri, or the United States with respect to compliance with the requirements of the CARES Act and guidance.

9. Compliance with Laws.

a. Recipient shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are incorporated by reference. Failure to comply with any applicable requirements by Recipient shall be deemed a material breach of this Agreement. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the County and Recipient to determine whether the provisions of this Agreement require formal modification.

b. Recipient agrees that it has, or at the appropriate time, will comply with all applicable bidding and procurement requirements pursuant to policy, local, state, or federal law regarding the use of the Funds and that Recipient has, or will provide all necessary Supporting Documentation evidencing compliance with bidding and procurement laws.

c. The Recipient and its agents shall abide by all applicable conflict of interest laws and requirements that apply to persons who have a business relationship with the County. If Recipient has knowledge, or would have acquired knowledge with reasonable inquiry, that a County officer, employee, or special appointee, has a conflict of interest, Recipient shall ensure compliance with all applicable disclosure requirements prior to the execution of this Agreement. If Recipient or its agents violate any applicable conflict of interest laws or requirements, the County may, in its sole discretion, terminate this Agreement immediately upon notice to Recipient.

d. Recipient certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments and taxes to the County, State of Missouri or federal government.

e. Recipient warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by any federal, state, or local government.

f. Recipient agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations with respect to uses of the Funds.

10. Debarment and Suspension. Recipient certifies by entering into this Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by

any department, agency or political subdivision of the State of Missouri. The term “principal” for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Recipient.

11. Events of Default and Remedies. The occurrence of any one or more of the following events shall constitute an “Event of Default” under this Agreement, provided, that if any such Event of Default is capable of being cured, such Event of Default shall not be deemed to be an Event of Default unless Recipient fails to cure such Event of Default within the time period specified below following receipt of written notice from County notifying Recipient of such Event of Default (each, a “Cure Period”):

a. False Statement. Any statement, representation or warranty by Recipient contained in the Application or Supporting Documents, in any funding request, this Agreement, or any other document submitted to the County related to this Agreement which is determined to be false, contains a material misrepresentation, or is misleading, as determined by the County, its auditors, the State of Missouri, or the federal government.

b. Failure to Comply with Applicable Laws. Recipient fails to comply with or satisfy any of the requirements described in paragraph 26.

c. Failure to Perform; Breach. Recipient fails to perform or breaches any obligation or requirement of this Agreement, or makes an unauthorized use of the Funds, including, by way of example, but not limited to:

i. Use of Funds that are different than the Purpose and Intended Use of Funds as detailed in Exhibit A, Section D of the Application, and awarded pursuant to Exhibit B, Notice of Decision;

ii. Use of Funds for a purpose not described in Exhibit A, and not awarded as set forth in Exhibit B, even for purposes that might otherwise be considered an eligible use of funds had the use been approved by County;

iii. Use of Funds for a purpose described in Exhibit A, and identified in the Purpose and Intended Use of Funds as detailed in Section D of the Application, but not awarded as set forth in Exhibit B, Notice of Decision;

iv. Use of Funds for purposes that are not necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);

v. Use of Funds for expenditures incurred outside the time period of March 1, 2020 through December 30, 2020;

vi. Failure to return unused or unspent funds on or before December 30, 2020;

d. Failure to Provide Supporting Documents and Information. Recipient fails to provide Supporting Documentation, including, but not limited to financial reports, books, records, and other documents reasonably required by the County relating to the subject matter of this Agreement, subject to a ten (10) day Cure Period.

e. Voluntary or Involuntary Insolvency. Recipient: (i) files or has filed against it a petition for relief, reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law; (ii) makes an assignment for the benefit of its creditors; (iii) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers, or a court or government authority enters an order appointing a custodian, receiver, trustee, or other officer with similar powers, and such order is not vacated within ten (10) days; (iv) has an order entered against it for relief or approving a petition for relief, reorganization or any other petition in bankruptcy or for liquidation or to take advance of any bankruptcy, insolvency or other debtors' relief law, and such order is not vacated within ten (10) days; or (v) has an order entered dissolving, winding-up or liquidating Recipient.

f. Determination regarding CARES Act. Use of the Funds for purposes that are determined not to be eligible, compliant with, or used in a manner consistent with the requirements of section 601(d) of the Social Security Act, as determined by an independent auditor, the State of Missouri, the United States Department of Treasury, or other agency charged with evaluating compliance with the requirements of the CARES Act, including internal controls, monitoring and management, and audit requirements.

g. Recoupment Request or Demand to County. A request or demand is made to the County by the State of Missouri, or the United States to repay any of the Funds awarded to Recipient, subject to a determination by the County of the correctness and appropriateness of the request or demand. In such event, County shall provide written notice to the Recipient of the nature and extent of the request or demand, and, subject to the obligations of Recipient pursuant to paragraph 17, County and Recipient may mutually agree to the appropriate course of action under the circumstances.

h. Other Breach. The breach of any other material term or condition of this Agreement.

12. Remedies Upon Event of Default. Upon and during the continuance of an Event of Default, County may take any of the following actions, individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to County at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

a. Termination. County may terminate this Agreement and the Notice of Decision by giving a written termination notice to Recipient (“Termination Notice”) and, on the date specified in such notice, all rights (but not the obligations) of Recipient under this Agreement shall terminate. Upon termination of this Agreement, County shall have no further obligation to disburse Funds to Recipient, whether or not the entire amount of Funds have been disbursed to Recipient.

b. Withholding of Funds. County may withhold all or any portion of Funds not yet disbursed pursuant to this Agreement or any other agreement with Recipient, regardless of whether Recipient has previously submitted an Application or whether County has approved a disbursement of Funds requested in any Application or funding request.

c. Offset. County may offset against all or any portion of undisbursed Funds to Recipient or against any amount or payment due to Recipient under any other statutory provision or agreement between Recipient and County an amount equal the amount of Funds related to the Event of Default. In the event Recipient maintains an ad valorem real estate and/or personal property tax levy in the County, and there exists an Event of Default, Recipient consents to and agrees that as a condition of the award of and payment of Funds pursuant to this Agreement, County shall have the right, but not the obligation, to withhold from ad valorem real estate and/or property tax collections an amount that is equal to the Funds which are the subject of the Event of Default. In such event, County shall provide written notice to Recipient of the intent to offset (“Offset Notice”).

d. Repayment of Funds. County may demand the immediate return of any previously disbursed Funds that have been claimed, received, expended, or used by Recipient in breach of the terms of this Agreement or that are the subject of an Event of Default, together with interest thereon from the date of disbursement at the interest rate set forth in subparagraph f, or maximum rate permitted under applicable law (“Repayment Notice”). Recipient agrees to repay all Fund amounts which are the subject of a Repayment Notice within thirty (30) days.

e. Attorneys’ Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement by County, or because of an Event of Default, if the County is the substantially prevailing party, the County shall be entitled to recover reasonable attorneys’ fees, litigation expenses, and other costs incurred in the action or proceeding, in addition to any other relief to which it may be entitled.

f. Interest. For any amount of Funds which are the subject of an Event of Default, Recipient shall be obligated to pay interest at the rate of 18% per annum, or the maximum rate permitted under applicable law, calculated from the date of disbursement to Recipient to the date the Funds are repaid to the County.

13. Funding Termination. If prior to the disbursement of Funds to Recipient, the Funds shall become unavailable for any or no reason, this Agreement shall terminate.

14. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Missouri without regard to its conflict of laws rules. Suit, if any, must be brought in the Circuit Court of the County in which the Notice of Decision was issued.

15. Nondiscrimination. Pursuant to the Missouri Human Rights Act, the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, Recipient covenants that it shall not discriminate against any employee or applicant for employment with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of a person's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law and with respect to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in places of public accommodation. Furthermore, Recipient agrees to comply with applicable federal laws, regulations, and executive orders prohibiting discrimination based on protected characteristics in the provision of services.

16. No Assignment. This Agreement and all rights, privileges, duties and obligations of Recipient hereto shall not be assigned or delegated by Recipient. Recipient is expressly prohibited from distributing the Funds to any other entity without the express written approval from County.

17. Indemnification. Recipient agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless County, its office holders, employees, and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Recipient, its officers, directors, employees or agents, or any other person affiliated with Recipient in applying for or accepting the Funds, in the use or expenditure of the Funds, or any other matters arising out of or relating to the Application, the Notice of Decision, or this Agreement.

18. No Agency. Recipient is solely responsible for all uses, expenditures, and activities supported by the Funds. Nothing contained in this Agreement shall be construed so as to create a partnership, agency, joint venture, employment, or any other type of relationship. Recipient shall not represent itself as an agent of the County for any purpose and acknowledges that it does not have authority to bind the County in any manner whatsoever.

19. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it will be sent by first class U.S. mail service to the address listed for County or Recipient, respectively, set forth in the signature page to this Agreement.

20. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and shall not be construed to define, limit or prescribe the scope or intent of this Agreement or any part thereof.

21. Entire Agreement. Recipient acknowledges and agrees that this Agreement represents the entire agreement between Recipient and County with respect to the subject matter addressed herein. The terms of this Agreement may be modified only by a writing signed by duly authorized representatives of both parties.

22. Authority. The undersigned persons signing this Agreement on behalf of Recipient and County represent and warrant that the appropriate governing body, board, or person has authorized and approved this Agreement and the undersigned persons have the requisite legal authority and power to execute this Agreement, and to bind the respective party to the obligations contained herein. This Agreement constitutes a valid and binding obligation of Recipient, enforceable against Recipient in accordance with its terms. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of Recipient or County, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

23. Employment of Unauthorized Aliens. Pursuant to §285.530, RSMo., Recipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

24. Other Financial Assistance. The Fund payments which are the subject of this Agreement shall be considered "other financial assistance" pursuant to 2 C.F.R. § 200.40.

25. Federal Financial Assistance. The Fund payments which are the subject of this Agreement are considered federal financial assistance subject to the Single Audit Act, 31 U.S.C. §§ 7501-7507, and the related provisions of the Uniform Guidance, 2 C.F.R. §203 regarding internal controls; §§200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements, the requirements of which are incorporated herein by reference as though fully set forth herein.

26. Incorporation of Federal CARES Act Requirements. The following provisions and requirements are incorporated into this Agreement by reference, as though fully set forth herein:

- a. Section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act");
- b. United States Department of Treasury, Coronavirus Relief Fund, Guidance for State, Territorial, Local, and Tribal Governments, April 22, 2020;

- c. United States Department of Treasury, Coronavirus Relief Fund, Frequently Asked Questions, updated as of May 28, 2020;
- d. Any and all subsequent guidance issued by the State of Missouri or United States, including the Department of Treasury or other federal agencies relating to the CARES Act.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the undersigned date.

COUNTY

By: _____ Date: _____

Name: William H. Gabel

Title: Presiding Commissioner

Address: Johnson County
300 N. Holden Street
Warrensburg, MO 64093

RECIPIENT

I certify under the penalties of perjury set forth in Section 575.040, RSMo., that I have read the above Agreement and my statements contained herein are true and correct to the best of my knowledge.

By: _____ Date: _____

Name: _____

Title: _____

City of Warrensburg
 Application #GPAR2-0015-PA

Address: _____

Subscribed and sworn to before me this ____ day of _____, 2020.

 Notary Public

My Commission Expires:

Exhibit A
[Application]

Exhibit B
[Notice of Decision]

Request for Distribution of County CARES Act Funds

Round 2 - Preapproval Application - Cover Sheet

Applicant Name: City of Warrensburg
Applicant Contact: Marcella McCoy, Director of Finance
102 S Holden St. Warrensburg, MO 64093
660-262-4640

For Internal Use Only:
App No:

Application Checklist (to be completed by Applicant):

- section A - Applicant has completed all portions of Section A, including attaching all necessary supporting documentation.
- section B - Applicant has completed all portions of Section B
- section C - Applicant has completed all portions of Section C, including attaching all necessary supporting documentation.
- section D - Applicant has completed those portions of Section D for which Applicant is requesting funds, including attaching all necessary supporting documentation.

Applicant is requesting funds:

to cover costs or expenses to be incurred.

- Section E - If applicable, Applicant has provided the documentation required by Section E
- Section F - If applicable, Applicant has provided the documentation required by Section F.
- Section G - Applicant has completed all portions of Section G.
- Authorized Representative of Applicant has completed, signed, and notarized the Application
- Applicant has submitted one (1) original and one (1) additional copy of the Application.
- Application requests funds only to cover costs that:

- are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
- were not accounted for in the budget most recently approved as of March 27, 2020; and
- WILL BE incurred during the period that begins on September 1, 2020, and ends on December 30, 2020.

Applicant has not checked a box indicating a disqualifying condition or listed any other disqualifying condition in the Application.

[Z] Applicant acknowledges and understands that once submitted, the Application and all supporting documentation may be subject to disclosure pursuant to the Sunshine Law under Chapter 610, RSMo.

**APPLICATION
INFORMATION
DETAILS**

Request for Distribution of County CARES Act Funds

Round 2 -APPLICATION INFORMATION DETAILS

APPLICATION INFORMATION DETAILS FOR: ROUND 2 REIMBURSEMENT & PREAPPROVAL APPLICATIONS

Purpose of this form:

This form is to be completed by the authorized representative of the Applicant and submitted to the County. Submission of the requested information is required to make a determination regarding eligibility for the funding request. Failure to submit required information in order to evaluate the Application and make a funding award decision will result in denying the Application and any award of funds.

Applicants are encouraged to review section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments issued by the United States Department of Treasury, dated April 22, 2020; and Coronavirus Relief Fund Frequently Asked Questions issued by the United States Department of Treasury, updated most recently as of August 10, 2020.

Information regarding completing this form:

A. Requirements of the CARES Act. The CARES Act provides that payments from the Fund may only be used to cover costs that: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

B. Necessary Expenditures. The requirement that expenditures be incurred "due to" the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

With respect to Section 5 titled "Intended Use of Funds," all funds must be for "Necessary Expenditures" incurred due to the public health emergency with respect to the Coronavirus

Request for Distribution of County CARES Act Funds

Round 2 -APPLICATION INFORMATION DETAILS

Disease 2019 (COVID-19). On April 22, 2020, the federal government provided guidance on the definition of Necessary Expenditure.

C. Costs Not Accounted For In The Budget Most Recently Approved As Of March 27, 2020.

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. The "most recently approved" budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

D. Costs Incurred During The Covered Period.

A cost is "incurred" when performance of services or delivery of goods occurs during the covered period.

E. Eligible Expenditures

Under the federal guidance, eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:

- (a) COVID-19-related expenses of public hospitals, clinics, and similar facilities.
- (b) Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
- (c) Costs of providing COVID-19 testing, including serological testing.
- (d) Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
- (e) Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.

Request for Distribution of County CARES Act Funds

Round 2 -APPLICATION INFORMATION DETAILS

2. Public health expenses such as:

- (a) Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
- (b) Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
- (c) Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
- (d) Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
- (e) Expenses for public safety measures undertaken in response to COVID-19.
- (f) Expenses for quarantining individuals.

3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:

- (a) Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
- (b) Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
- (c) Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
- (d) Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.

Request for Distribution of County CARES Act Funds

Round 2 -APPLICATION INFORMATION DETAILS

(e) COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.

(f) Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.

5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:

(a) Expenditures related to a State, territorial, local, or Tribal government payroll support program.

(b) Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

F. Examples of Excluded Expenditures. The following is a list of examples of costs that would not be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

**ROUND 2
PREAPPROVAL
APPLICATION**

Request for Distribution of County CARES Act Funds

Round 2 - PREAPPROVAL APPLICATION

Introduction: Failure to submit required information in order to evaluate the Application and make a funding award decision may result in denial of an Application and an award of funds.

For Internal Use Only:
App No: _____

Section A. Applicant Background Information

1. Legal Name		2. Mailing Address				
City of Warrensburg		102 S Holden Street				
3. Primary Contact		4. City	5. County	6. State	7. Zip	
Name: Marcella McCoy Title: Director of Finance		Warrensburg	Johnson	MO	64093	
8. Business Phone(s)		9. Check One in the Space Below				
(660) 747_ 9131 (660) 262 - 4640		Political Subdivision/Local Government/Public Entity <input checked="" type="checkbox"/> City <input type="checkbox"/> Town/Township/Village <input type="checkbox"/> School District <input checked="" type="checkbox"/> County Hospital <input checked="" type="checkbox"/> Hospital District <input checked="" type="checkbox"/> Fire Protection District <input checked="" type="checkbox"/> Ambulance District <input checked="" type="checkbox"/> City/County Library <input checked="" type="checkbox"/> Municipal Corporation <input checked="" type="checkbox"/> Political Corporation <input checked="" type="checkbox"/> Other Local Government/Public Entity: _____ (List Entity Type)				
10. Facsimile		Private Entity <input checked="" type="checkbox"/> Sole Proprietor <input checked="" type="checkbox"/> Public Corporation (General) <input checked="" type="checkbox"/> LLC <input checked="" type="checkbox"/> LP <input checked="" type="checkbox"/> LLP <input type="checkbox"/> Close Corporation <input checked="" type="checkbox"/> Professional Corporation <input checked="" type="checkbox"/> Non-profit Corporation <input checked="" type="checkbox"/> Foreign Entity: _____ (List Entity Type)				
() -						
11. Email Address						
marcella.mccoy@warrensburg-mo.com						
12. Tax Identification Number						
44-6000282						
13. Is the applicant located within the County?					<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
14. Does the applicant have locations, facilities, offices, operations, divisions, branches, or offices located outside the County? (If no, skip to Section A.16.)					<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Request for Distribution of County CARES Act Funds

Round 2 - PREAPPROVAL APPLICATION

15. If the answer to Item A.14 is "Yes," list the locations by address and county of the other segments of the Applicant.

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16. Has the Applicant received other CARES Act funding, including Round 1 Johnson County CARES Funding? [Z]Yes 0 No

17. If the answer to Item A.16 is "Yes," list the CARES Act funding source, use and amount, as follows:

Source	Use	Amount
Johnson County	Medical Expenses	\$200.00
Johnson County	Public Health	\$9,455.26
Johnson County	Payroll	\$325,802.98
Johnson County	Compliance	\$109.63
Johnson County	Other	\$912.50

18. Does the Applicant anticipate receiving other CARES Act funding, NOT including Johnson County CARES Funding, on or before December 30, 2020? [Z]Yes 0 No

19. If the answer to Item A.18. is "Yes," list the CARES Act funding source, use and amount that you plan to receive, as follows:

Source	Use	Amount
MO Division of Employment Security	50% Unemployment benefits paid	\$8,514.19

Request for Distribution of County CARES Act Funds

Round 2 - PREAPPROVAL APPLICATION

Section B. Applicant - Representatives/Ownership

1. If Applicant is a local government/public entity, list the chief executive and elected officials of the governing body by name and title.
 If Applicant is a private entity, list the name, title, and ownership percentage of all owners of 20% of more equity of the Applicant.

Name	Title	Ownership Percentage	
Bryan Jacobs	Mayor		
Scott Holmberg	Chairman Pro Tern		
Casey Lund	Councilmember		
Nolan Brooks	Councilmember		
Jim Kushner	Councilmember		

2. Is the Applicant or any owner of the Applicant presently suspended, debarred, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any Federal department or agency, or presently involved in any bankruptcy? Oves [Z]No

3. Has the Applicant, any owner, or any business owned or controlled by any of them, obtained a direct or guaranteed loan from a federal or state agency that is currently delinquent or has defaulted in the last 7 years? D Yes[Z]No

4. Is the Applicant, or any individual owning 20% or more of the equity subject to an indictment, criminal information, arraignment, or other means by which formal criminal charges (other than traffic citations) are brought in any jurisdiction, presently incarcerated, or on probation or parole? []Yes[Z]No

5. Within the last 5 years, for any felony, has the Applicant or any owner:
 (a) been convicted;
 (b) pleaded guilty;
 (c) pleaded nolo contendere;
 (d) been placed on pretrial diversion; or
 (e) been placed on any form of parole or probation (including probation before judgment)? OYes[Z]No

If the answer to Items 8.2., B.3., B.4., or 8.5. is "Yes," the Application will be denied and funds will not be awarded.

Request for Distribution of County CARES Act Funds

Round 2 - PREAPPROVAL APPLICATION

Section C. Request for Funding - General

1. TOTAL Amount of <u>PREAPPROVAL</u> Funds Requested by Applicant: <i>(calculate by totaling the following sections of this application: Sections D.1.c, D.2.c, D.3.c, D.4.c, D.5.c, and D.6.c.)</i>	\$236,448.98
2. If awarded, will all funds be used for purposes within the County?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>If the answer to Item C.2. is "No," the Application will be denied and funds will not be awarded.</i>	
3. If the answer to Item A.14. is "Yes," is the Applicant seeking funds or anticipating the receipt of funds from any other counties where those locations of the Applicant are located?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. If the answer to Item C.3. is "Yes," in the space below please identify the counties in which funds have been requested or will be requested, the amount of funds requested or to be received, and the intended use of those funds. Attach any other applications, requests or other documentation relating to this item.	
5. For each of the requests set forth in Section D, below, in the event any portion of the Application and request for funding is approved, provide responses to the following questions:	
(a) Will the funds be used only to cover costs that are necessary expenditures as defined by the CARES Act and related to the Coronavirus Disease 2019 (COVID-19)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(b) Will the funds be used only to cover costs that were not accounted for in the Applicant's budget most recently approved as of March 27, 2020, or as permitted by the CARES Act and Treasury guidance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
(c) Will the funds be used only to cover costs that were incurred by the Applicant during the period that begins March 1, 2020 and ends December 30, 2020?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(d) Will the funds be used exclusively for purposes within the County?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
(e) If Applicant is a public entity, Applicant agrees the funds will not be used as revenue replacement for lower than expected tax or other revenue collections.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>If any of the answers to Items C.5(a) - (e) is "No," the Application will be denied and funds will not be awarded.</i>	

Request for Distribution of County CARES Act Funds

Round 2 - PREAPPROVAL APPLICATION

D. Request for Funding - Purpose and Intended Use of Funds

1. Medical Expenses (as described in Paragraph E.1 of the Application Information Details)

(a) Is Applicant requesting PREAPPROVAL of funds for medical expenses that have not yet been incurred but WILL BE incurred, delivered and fully paid for by December 30, 2020? Yes [Z] No

(b) If the answer to Item D.1(a) is "Yes," complete all items in Section "D.1-Medical" of the Estimated Cost or Expense Spreadsheet and attach to application. You may download the Estimated Cost or Expense Spreadsheet from the Johnson County CARES website page at: http://jococourthouse.com/cares_information.html

If the answer to Item D.1.(a) is "No," you may leave Section "D.1-Medical" of the Estimated Cost or Expense Spreadsheet blank.

Refer to pages 7-11 of the Information Packet for more information.

(c) State the total amount of PREAPPROVAL funds requested in this category, as totaled in Section "D.1-Medical" of the Estimated Cost or Expense Spreadsheet.

\$ 0.00

Request for Distribution of County CARES Act Funds

Round 2 - PREAPPROVAL APPLICATION

D. Request for Funding - Purpose and Intended Use of Funds

2. Public Health Expenses (as described in Paragraph E.2 of the Application Information Details)

<p>(a) Is Applicant requesting PREAPPROVAL of funds for public health expenses that have not yet been incurred but <u>WILL BE</u> incurred, delivered and fully paid for by December 30, 2020?</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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(b) If the answer to Item D.2(a) is "Yes," complete all items in Section "D.2-Public Health" of the Estimated Cost or Expense Spreadsheet and attach to application. You may download the Estimated Cost or Expense Spreadsheet from the Johnson County CARES website page at:

http://jococourthouse.com/cares_information.html

If the answer to Item D.2.(a) is "No," you may leave Section "D.2-Public Health" of the Estimated Cost or Expense Spreadsheet blank.

Refer to pages 7-11 of the Information Packet for more information.

<p>(c) State the total amount of PREAPPROVAL funds requested in this category, as totaled in Section "D.2-Public Health" of the <u>Estimated Cost or Expense Spreadsheet</u>.</p>	<p>\$152,216.00</p>
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Request for Distribution of County CARES Act Funds
Round 2 - PREAPPROVAL APPLICATION

D. Request for Funding - Purpose and Intended Use of Funds

3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency

<p>(a) Is Applicant requesting PREAPPROVAL of funds for payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency, that have not yet been incurred but <u>WILL BE</u> incurred, delivered and fully paid for by December 30, 2020?</p>	<p>Dves 0 No</p>
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(b) If the answer to Item D.3(a) is "Yes," complete all items in Section "D.3-Payroll" of the Estimated Cost or Expense Spreadsheet and attach to application. You may download the Estimated Cost or Expense Spreadsheet from the Johnson County CARES website page at: http://jococourthouse.com/cares_information.html

If the answer to Item D.3.(a) is "No," you may leave Section "D.3-Payroll" of the Estimated Cost or Expense Spreadsheet blank.

Refer to pages 7-11 of the Information Packet for more information.

<p>(c) State the total amount of PREAPPROVAL funds requested in this category, as totaled in Section "D.3-Payroll" of the <u>Estimated Cost or Expense Spreadsheet</u>.</p>	<p>\$ 0.00</p>
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Request for Distribution of County CARES Act Funds
Round 2 - PREAPPROVAL APPLICATION

D. Request for Funding - Purpose and Intended Use of Funds

4. Expenses of actions to facilitate compliance with COVID-19 related public health measures
(as described in Paragraph E.4 of the Application Information Details)

<p>(a) Is Applicant requesting PREAPPROVAL of funds for expenses of actions to facilitate compliance with COVID-19 related public health measures, that have not yet been incurred but <u>WILL BE</u> incurred, delivered and fully paid for by December 30,2020?</p>	<p>[Z]Yes <input type="checkbox"/> No</p>
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(b) If the answer to Item D.4(a) is "Yes," complete all items in Section "D.4-Facilitate Compliance" of the Estimated Cost or Expense Spreadsheet and attach to application. You may download the Estimated Cost or Expense Spreadsheet from the Johnson County CARES website page at: http://jococourthouse.com/cares_information.html

If the answer to Item D.4.(a) is "No," you may leave Section "D.4-Facilitate Compliance" of the Estimated Cost or Expense Spreadsheet blank.

Refer to pages 7-11 of the Information Packet for more information.

<p>(c) State the total amount of PREAPPROVAL funds requested in this category, as totaled in Section "D.4-Facilitate Compliance" of the <u>Estimated Cost or Expense Spreadsheet</u>.</p>	<p>\$84,232.98</p>
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Request for Distribution of County CARES Act Funds

Round 2 - PREAPPROVAL APPLICATION

D. Request for Funding - Purpose and Intended Use of Funds

5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency (*as described in Paragraph E.5 of the Application Information Details*).

(a) Is Applicant requesting PREAPPROVAL of funds that will be used for the provision of economic support in connection with COVID-19 that have not yet been incurred but WILL BE incurred, delivered and fully paid for by December 30, 2020

Yes [Z] No

(b) If the answer to Item D.S(a) is "Yes," complete all items in Section "D.5-Economic Support" of the *Estimated Cost or Expense Spreadsheet* and attach to application. You may download the *Estimated Cost of Expense Spreadsheet* from the Johnson County CARES website page at: http://jococourthouse.com/cares_information.html

If the answer to Item D.S.(a) is "No," you may leave Section "D.5-Economic Support" of the *Preapproval Cost or Expense Spreadsheet* blank.

Refer to pages 7-11 of the Information Packet for more information.

(c) State the total amount of PREAPPROVAL funds requested in this category, as totaled in Section "D.S-Economic Support" of the *Estimated Cost or Expense Spreadsheet*.

\$ 0.00

Request for Distribution of County CARES Act Funds

Round 2 - PREAPPROVAL APPLICATION

D. Request for Funding - Purpose and Intended Use of Funds

6. Any other COVID-19 related expenses reasonably necessary to the function of government that satisfy the Coronavirus Relief Fund's eligibility criteria.

(a) Is Applicant requesting PREAPPROVAL of funds for purposes that are not listed Items 1-5 above, that otherwise satisfy the Coronavirus Relief Fund eligibility criteria? Yes [Z]No

(b) If the answer to Item D.6(a) is "Yes," complete all items in Section "D.6-Other" of the Estimated Cost or Expense Spreadsheet and attach to application. You may download the Estimated Cost of Expense Spreadsheet from the Johnson County CARES website page at: http://jococourthouse.com/cares_information.html

If the answer to Item D.6.(a) is "No," you may leave Section "D.6-Other" of the Estimated Cost or Expense Spreadsheet blank.

Refer to pages 7-11 of the Information Packet for more information.

(c) State the total amount of PREAPPROVAL funds requested in this category, as totaled in Section "D.6-Other" of the Estimated Cost or Expense Spreadsheet.

\$

Request for Distribution of County CARES Act Funds

Round 2 - PREAPPROVAL APPLICATION

E Applicant Budget Information

Please attach a copy of the Applicant's budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act).

F. Applicant Corporate Documents

For non-public entities, including businesses and nonprofits, please attach a copy of: (a) the Articles of Incorporation or Articles of Organization; (b) By-laws or Operating Agreement; and (c) a copy of the Certificate of Good Standing.

G. Applicant Representation and Certification

1. I have read the statements included in this Application Form and understand them and that all responses are true and correct.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. I have the authority to act on behalf of the above-named Applicant to request funds from the County allocated by the State of Missouri to the County from the Coronavirus Relief Fund as created in the CARES Act.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. I understand that the County will rely on the information provided by Applicant in this Application and this Certification as a material representation in evaluating this Application and making award decisions to the above-named Applicant.	0 ves <input type="checkbox"/> No
4. If approved, the Applicant agrees to use the funds received pursuant to this application only for those costs that: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 for the above-named Applicant; and (3) were incurred during the period that begins on September 1, 2020, and ends on December 30, 2020.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5. If approved, I agree that no funds provided pursuant to this Application will be used as a revenue replacement for lower than expected tax or other revenue collection.	<input checked="" type="checkbox"/> ves <input type="checkbox"/> No
6. If approved, I agree that no funds can be used for expenditures for which the above-named Applicant received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.	<input checked="" type="checkbox"/> ves <input type="checkbox"/> No
7. I agree that the above-named Applicant will retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts and that all necessary documentation shall be produced to the County upon request.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
8. I agree not to use the funds in a different manner than Applicant's purposes and uses described in this Application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Request for Distribution of County CARES Act Funds

Round 2 - PREAPPROVAL APPLICATION

<p>9. I certify that use of the funds will not violate any State or Federal law, and the Applicant is not engaged in any activity that is illegal under federal, state, or local law.</p>	<p>@Yes <input type="radio"/> No</p>
<p>10. Funds provided as a result of this Application and any subsequent award must adhere to official federal, state, or local guidance issued or to be issued. Any funds expended in any manner that does not adhere to official guidance shall be returned.</p>	<p>@Yes <input type="checkbox"/> No</p>
<p>11. Applicant understands and agrees that in the event an award of funds is made pursuant to this Application, as a condition of any award an agreement provided by County will be required to be approved and executed prior to disbursement of funds.</p>	<p>@Yes <input type="radio"/> No</p>
<p>12. I understand that County is not required or obligated to award funds to an Applicant.</p>	<p>@Yes <input type="checkbox"/> No</p>
<p>13. I understand that a maximum of 90% for all approved items will be reimbursed.</p>	<p>@Yes <input type="checkbox"/> No</p>
<p>14. I understand that based upon the volume of requests received, the County reserves the right to reduce the maximum reimbursement.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>15. If approved, the Applicant agrees to comply with all local, state, and federal bidding, advertising and procurement requirements.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p><i>If the answer to any of Items G.1. - G.15. is "No," the Application will be denied and funds will not be awarded to Applicant.</i></p>	

Request for Distribution of County CARES Act Funds
Round 2 - PREAPPROVAL APPLICATION

THE STATEMENTS MADE IN THIS APPLICATION ARE TRUE AND ACCURATE
TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

This application must be signed by the authorized representative, elected official, individual
owner, a partner, or an officer of the Applicant.

City of Warrensburg

Applicant Name

Marcella McCoy

Authorized Representative Name

Ne. City
Authorized Representative Signature

Director of Finance

Title

09/15/2020

Date

Subscribed and sworn to before me this 15th day of September 2020.

[Handwritten Signature]

Notary Public

CYNTHIA GABEL
Notary Public - Notary Seal
STATE OF MISSOURI
Johnson County
My Commission Expires: June 24, 2021
Commission #13464006



Johnson County Commission

William H. Gabel
Presiding Commissioner

John L. Marr
Commissioner, Eastern District

Charles Kavanaugh
Commissioner, Western District

Diane Thompson
County Clerk

Johnson County Courthouse, 300 N Holden, Warrensburg, MO 64093
Phone (660) 747-6161 – Fax (660) 747-9332
www.jococourthouse.com

EXHIBIT B
DISTRIBUTION OF COUNTY CARES ACT FUNDS
NOTICE OF CONTINGENT DECISION
JOHNSON COUNTY, MISSOURI

Date: October 8, 2020
Application Number: GPAR2-0015-PA
Applicant Name: City of Warrensburg
Not to Exceed Amount, Pending Agreement: \$192,819.58

Dear Applicant:

By this Notice ("Notice"), the County is writing to inform the above-reference Applicant of the County's determination (the "Decision") regarding the requests set forth in the above-referenced Request for Distribution of County CARES Act Funds Application (the "Application"). The information set forth on the following pages provides a summary of the Contingent Decision regarding the Application. In some cases, additional pages may be attached containing more detailed information regarding the Contingent Decision with respect to specific request determinations, awards, denials, and partial awards.

This Contingent Decision, and the receipt and use of the Funds is subject to the requirements of the CARES Act and United States Department of Treasury guidance, the representations and warranties set forth in the Application, and the County Distribution Agreement of CARES Act Funds (the "Agreement"), all of which are incorporated herein by reference. If preapproved Funds are contingently awarded pursuant to this Notice, in order for the Funds described in this Notice to be ultimately disbursed to the Applicant, the Applicant must approve, execute, and return an original copy of the Agreement attached to this Notice within fourteen (14) days of the date set forth above, and provide all required supporting documentation as to facilitate reimbursement not to exceed the preapproved amount. Please return documents to: Heather Reynolds, Treasurer at 300 North Holden St., Suite 103, Warrensburg, MO 64093.

Questions regarding this Notice should be directed to: Johnson County Commission, 300 North Holden St., Warrensburg, MO 64093.

William H. Gabel, Presiding Commissioner

John L. Marr, Eastern Commissioner

Charles Kavanaugh, Western Commissioner

ATTEST:

Diane Thompson, Johnson County Clerk



APPLICATION SECTION	REQUESTED AMOUNT	AWARD DECISION			FINAL AMOUNT	REASON
		Grant	Deny	Partial		
SECTION D.2 - PUBLIC HEALTH						
1. 8048-t Porta Count Model 8048-T; with Tablet respirator Fit Tester with trade-in discount applied in the amount of \$1500	\$11,900.00	X			\$11,900.00	
2. Fit Test Probe Refill Kit for 8025-N95	\$145.00	X			\$145.00	
3. Fit Test Adapter Kit - 3M 8025-16	\$325.00	X			\$325.00	
4. Fit Test Adapter Kit - Scott Full-face	\$220.00	X			\$220.00	
5. QB 828 Warranty, 5-Yr, PortaCount 8048	\$4,680.00	X			\$4,680.00	
6. Construct enclosure of the area from floor to the ceiling with sheetrock and transation windows in the front entry office area	\$22,205.00		X			2
7. Disinfecting and Cleaning Service to disinfect high touch surfaces and deep clean the facility	\$2,725.00	X			\$2,725.00	
8. HVAC System cleaning and disinfecting	\$8,488.40	X			\$8,488.40	
9. HVAC System cleaning and disinfecting	\$2,828.48	X			\$2,828.48	
10. Negative air fan/Air scrubber (24 hr period) - No monit. This item is to include 4 air scrubbers for 7 days rental	\$2,221.37	X			\$2,221.37	
11. UV Disinfecting lights in HVAC System	\$52,800.00	X			\$52,800.00	
12. Airless disinfectant sprayers. SaniSpray HP 20-Cordless Handheld Sprayer	\$5,758.75	X			\$5,758.75	
13. SaniSpray HP 130 - Hi-Boy Sprayer for area disinfection between deep cleanings	\$3,094.00	X			\$3,094.00	
14. Novaerus NV200 / 200 sq ft. - Air purifier	\$8,190.00	X			\$8,190.00	
15. Novaerus NV900 / 900 sq ft. - Air purifier	\$13,195.00	X			\$13,195.00	
16. Novaerus NV1050 / 2000 sq ft. - Air purifier	\$13,440.00	X			\$13,440.00	
SECTION D.4 - FACILITATE COMPLIANCE						
1. Teleworking Equipment Upgrades - Dell Latitude 5511	\$56,285.28	X			\$56,285.28	
2. Teleworking Equipment Upgrades - Dell Thunderbolt Dock	\$11,502.72	X			\$11,502.72	
3. Conference Room Video Conferencing Upgrades - Monitor	\$996.00	X			\$996.00	
4. Conference Room Video Conferencing Upgrades - Monitor Mount	\$55.60	X			\$55.60	
5. Conference Room Video Conferencing Upgrades - PC Optiplex 5080	\$3,516.00	X			\$3,516.00	
6. Conference Room Video Conferencing Upgrades - Camera Logi C930e	\$649.95	X			\$649.95	
7. Conference Room Video Conferencing Upgrades - Camera Mounts	\$199.75	X			\$199.75	
8. Conference Room Video Conferencing Upgrades - DP to HDMI Cables	\$40.47	X			\$40.47	
9. Conference Room Video Conferencing Upgrades - B12+B15	\$632.97	X			\$632.97	
10. Conference Room Video Conferencing Upgrades - Locking Outlet	\$10.95	X			\$10.95	
11. Council Chambers Video Conferencing System	\$10,343.29	X			\$10,343.29	
Subtotal:					\$214,243.98	
90% COUNTY FUNDED TOTAL:					\$192,819.58	

IF APPLICABLE, PARTIAL AWARD OR DENIAL REASONS:

- (1): Incomplete Application or request; supporting documentation insufficient or inadequate; or documentation provided does not constitute supporting documentation of eligible expenses or proof of payment
- (2): Item was not a necessary expenditure incurred due to the public health emergency with respect to COVID-19
- (3): Item was accounted for in the budget most recently approved as of March 27, 2020
- (4): Item cost and/or payment was not incurred during the period that begins on March 1, 2020 and ends on August 31, 2020
- (5): Request does not otherwise comply with requirements of CARES Act, Treasury Guidance, or County requirements



Johnson County Commission

William H. Gabel
Presiding Commissioner

John L. Marr
Commissioner, Eastern District

Charles Kavanaugh
Commissioner, Western District

Diane Thompson
County Clerk

Johnson County Courthouse, 300 N Holden, Warrensburg, MO 64093
Phone (660) 747-6161 – Fax (660) 747-9332
www.jococourthouse.com

October 8, 2020

Congratulations, City of Warrensburg!

Your Johnson County, Missouri CARES Fund Application for ROUND 2 PREAPPROVAL has been approved in an amount not to exceed \$ 192,819.58.

STEP 1: Please READ ALL of the documents contained in this information packet. This information is being sent you electronically, in the essence of time, and via U.S. Mail. You should see the following documents either attached to this email or enclosed in the U.S. Mail envelope:

- | | |
|---------|--|
| DOC #1: | This Preapproval Cover Letter (2 page) |
| DOC #2: | W-9 Form – partially completed with Johnson County’s information (1 page) |
| DOC #3: | Exhibit B: Notice of Contingent Award Decision (1 page) and attached the Exhibit B: Itemized Award List (1 to 2 pages) |
| DOC #4: | County Distribution Agreement of CARES Act Funds (12 pages) |

STEP 2: Authorized Official Complete and Sign the DOC #2: W-9 Form – keep a copy for your records

STEP 3: Authorized Official Complete and Sign the DOC #4: County Distribution Agreement of CARES Act Funds (12 pages). NOTE: DO NOT SIGN THE DOCUMENT UNTIL IN THE PRESENCE OF A NOTARY. Keep a copy for your records.

STEP 4: Hand-Deliver or Mail the properly completed/signed DOC #2: W-9 form and DOC #4: County Distribution Agreement of CARES Fund to the Johnson County Treasurer, to be received no later than **4:30 PM on Friday, October 23, 2020:**

Heather Reynolds, Treasurer
Johnson County Courthouse
300 N Holden St, Suite 103
Warrensburg, MO 64093

Please note if the DOC #2 and DOC #4 are not returned fully completed by 4:30 p.m. on Friday, October 23, 2020, Johnson County Commission will assume that you have officially withdrawn your original application and the amount of funds preapproved for your project will be unallocated.

STEP 5: KEEP DOC #1 and DOC #3 for your records. **You will need the DOC#3 Exhibit B: Itemized Award List later when seeking reimbursement.**

STEP 6: Keep track of the following records (all or some may be applicable) for EACH of the preapproved items on your Award List:

<input type="checkbox"/> Payroll records and employee pay stubs, if preapproved	<input type="checkbox"/> Request for bids
<input type="checkbox"/> Purchase Order to Vendor	<input type="checkbox"/> Receiving Slip or Bill of Lading
<input type="checkbox"/> Invoice from Vendor	<input type="checkbox"/> Agreement for purchase
<input type="checkbox"/> Proof of payment (credit card or receipt)	<input type="checkbox"/> Award of Bid
<input type="checkbox"/> Cancelled Check showing the invoice or PO number	<input type="checkbox"/> Copy of procurement policy

STEP 7: After the Johnson County Treasurer has received your completed/signed DOC #2 and DOC #4, please watch the email address that was provided on your application. This email will receive an electronic packet of Instructions and Forms in order for you to complete your **one-time** Reimbursement and actually receive a check. When you have received **ALL** of the items and have collected the required records for **ALL** of the items preapproved for reimbursement according to the DOC #3: Exhibit B: Itemized Award List, you can complete the Reimbursement. More information and online training will be provided to you later.

IMPORTANT DATES:
<p>DECEMBER 30, 2020: <u>LAST DAY</u> to receive and fully pay for ALL preapproved items. Therefore, ALL proofs of payment and cancelled checks must be dated on or before this date.</p> <p>4:30 P.M. on January 8, 2021 – <u>LAST DAY</u> to submit records and supporting documentation in order to be reimbursed from the Johnson County CARES funding for items preapproved.</p> <p>February 26, 2021 – LAST DAY that <u>checks</u> will be written to preapproved applicants, if records and supporting documentation are received on the last day. Please note that the payment of the reimbursement will be by paper check only.</p>

STEP 8: If you have any questions or concerns, please contact Heather Reynolds, Johnson County Treasurer at (660) 747-7411 or via email at: hreynolds@jocotreasurer.com.

Most Sincerely,
Johnson County Commissioners