

TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
AUGUST 18, 2020
REGULAR SESSION NO. 33
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
7:00 P.M.

During Jackson County's Recovery Plan, the City of Raytown has chosen to continue to follow the County's social distancing guidelines and other recommendations. The public may attend under the following guidelines:

- All attendees (Board/Staff/Public) will use the main entrance door.
- Temperature will be taken prior to entrance into the building.
- Masks are required, per the modified Phase 2 guidelines of the Jackson County Recovery Plan. Masks will be provided to those without a personal mask to wear.
- Seating limited. Approximately six (6) seats will be available for the public to attend.
- Limited access to dais/table for Aldermen and Staff.

We are urging citizens to view the meeting via livestream as the meeting will be streamed on Google Ch. 145, Comcast Ch. 7 and online at www.raytown.mo.us

Members of the public are invited to give public comments in-person in accordance with the City's procedures for public comments. Once the available seats in the Council Chamber are full, members of the public present to give public comments are asked to wait outside of the Council Chamber until called to the podium to give their public comment. City staff will be present to assist with the County's social distancing guidelines.

Public Comments can also be made remotely by sending comments to the City Clerk at thenry@raytown.mo.us by 12:00 p.m. (noon) on Monday, August 17, so that the comments can be provided to the Board of Aldermen during the Public Comments section of the August 18, 2020 meeting agenda. All Public Comments received will be kept on file in the City Clerk's office.

OPENING SESSION

Invocation/Pledge of Allegiance
Roll Call

Public Comments
Communication from the Mayor
Communication from the City Administrator
Committee Reports

LEGISLATIVE SESSION

1. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. The Mayor or a member of the Board of Aldermen may request that any item be removed from the consent agenda.

Approval of the Regular August 11, 2020 Board of Aldermen meeting minutes.

REGULAR AGENDA

NEW BUSINESS

1. **FIRST READING: Bill No. 6551-20, SECTION V-A. AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN, MISSOURI AND JACKSON COUNTY, MISSOURI FOR PREPAYMENT DISTRIBUTION OF CARES ACT FUNDS.** Point of contact: Damon Hodges, City Administrator

ADJOURNMENT

MINUTES
RAYTOWN BOARD OF ALDERMEN
AUGUST 11, 2020
REGULAR SESSION NO. 32
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
7:00 P.M.

OPENING SESSION

Mayor Michael McDonough called the August 11, 2020 Board of Aldermen meeting to order at 7:00 p.m. Dorinda Nicholson, of The Church of Jesus Christ of Latter-day Saints, provided the invocation and led the pledge of allegiance.

Roll Call

Roll was called by Missy Wilson, Assistant City Administrator, and the attendance was as follows:

Present: Alderman Greg Walters, Alderman Frank Hunt, Alderman Jim Aziere, Alderman Jason Greene, Alderman Ryan Myers, Alderman Janet Emerson, Alderman Mary Jane Van Buskirk, Alderman Bill Van Buskirk, Alderman Bonnaye Mims, Alderman Derek Ward

Public Comments

Tony Jacob, Raytown, Mo

Communication from the Mayor

Mayor McDonough spoke on recent events and City business.

Communication from the City Administrator

Damon Hodges, City Administrator, provided an update on the City's current projects and plans.

Committee Reports

A report was given by Alderman Ward.

STUDY SESSION

TEAP Engineering Study Results

Jason Hanson, City Engineer; Andrew Robertson, CFS Engineers

Jason Hanson, City Engineer, introduced Andrew Robertson, of CFS Engineers, and remained for any discussion.

Andrew Robertson presented the study.

The item was discussed.

LEGISLATIVE SESSION

1. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. The Mayor or a member of the Board of Aldermen may request that any item be removed from the consent agenda.

Approval of the Regular July 21, 2020 Board of Aldermen meeting minutes.

**** The following applications for boards and commissions were remitted prior to the implementation of the Committee of the Whole's recommendation to modify the application ****

R-3319-20: A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF WILLIAM MCCLENDON TO THE RAYTOWN PARK BOARD. Point of Contact: Mayor McDonough

Alderman Mims, seconded by Alderman Greene, made a motion to adopt.

Alderman Walters requested that R-3320-20, R-3321-20 and R-3322-20 be removed from the consent agenda and added to the regular agenda as separate items.

The motion to adopt the consent agenda was approved by a vote of 10-0.

Ayes: Aldermen Mims, Greene, Ward, Hunt, Bill Van Buskirk, Mary Jane Van Buskirk, Emerson, Greene, Aziere, Walters

Nays: None

REGULAR AGENDA

1. **R-3320-20: A RESOLUTION** AUTHORIZING AND APPROVING THE REAPPOINTMENT OF ANTHONY MOORE TO THE HUMAN RELATIONS COMMISSION. Point of contact: Mayor McDonough

Mayor McDonough opened discussion on the item.

The item was discussed.

Alderman Mims, seconded by Alderman Bill Van Buskirk, made a motion to adopt. The motion was approved by a vote of 8-2.

Ayes: Aldermen Mims, Bill Van Buskirk, Hunt, Ward, Greene, Emerson, Aziere, Myers

Nays: Aldermen Walters, Mary Jane Van Buskirk

2. **R-3321-20: A RESOLUTION** AUTHORIZING AND APPROVING THE REAPPOINTMENT OF DORINDA NICHOLSON TO THE HUMAN RELATIONS COMMISSION. Point of contact: Mayor McDonough

Mayor McDonough opened discussion on the item.

Alderman Mims, seconded by Alderman Aziere, made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Mims, Aziere, Myers, Emerson, Walters, Mary Jane Van Buskirk, Greene, Hunt, Bill Van Buskirk, Ward

Nays: None

3. **R-3322-20: A RESOLUTION** AUTHORIZING AND APPROVING THE REAPPOINTMENT OF REX BLOCK TO THE HUMAN RELATIONS COMMISSION. Point of contact: Mayor McDonough

Mayor McDonough opened discussion on the item.

Alderman Mims, seconded by Alderman Myers, made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Mims, Myers, Greene, Emerson, Aziere, Hunt, Walters, Ward, Bill Van Buskirk, Mary Jane Van Buskirk
Nays: None

DISCUSSION ITEM

4. **2020 Sewer Rate**

Damon Hodges, City Administrator and Russ Petry, Finance Director

Russ Petry, Finance Director, presented the item and remained available for any discussion.

The item was discussed.

ADJOURNMENT

Alderman Ward, seconded by Alderman Mims, made a motion to adjourn. The motion was approved unanimously.

The meeting adjourned at 7:03 p.m.

**CITY OF RAYTOWN
Request for Board Action**

Date: August 13, 2020
To: Mayor and Board of Aldermen
From: Damon Hodges, City Administrator

Bill No.: 6551-20
Section No.: V-A

Finance Director Approval: _____

City Administrator Approval: _____



Action Requested: Authorizing the City Administrator to execute an agreement with Jackson County for the purposes of receiving \$1,727,820.00 of CARES Act funds.

Recommendation: Approve the agreement and exhibits as presented.

Analysis: With the execution of the County Agreement for Prepayment Distribution of CARES Act Funds, the City of Raytown would receive \$1,727,820.00 for COVID-19 relief. These funds would reimburse the City for actual COVID-19 expenses incurred between March 1, 2020 and December 31, 2020.

Alternatives: Not authorize the execution of the agreement.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Account: Emergency Preparedness – Revenue and expense accounts will be created to track these funds per CARES Act guidelines.

Department: City Wide

Attachments: County Agreement for Prepayment Distribution of CARES Act Funds, Spending Plan

AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN, MISSOURI AND JACKSON COUNTY, MISSOURI FOR PREPAYMENT DISTRIBUTION OF CARES ACT FUNDS

WHEREAS, the United States government has allocated funds to Jackson County, Missouri (the "County") from the Coronavirus Relief Fund set forth under section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

WHEREAS, the City of Raytown, Missouri (the "City") 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 Spending Plan/Budget, which is attached to the County Agreement for Prepayment Distribution of CARES Act Funds ("Agreement"); and

WHEREAS, pursuant to Section 70.220, RSMo, the City is authorized to contract with the County; and

WHEREAS, the Board of Aldermen believes it is in the best interest of its citizens to enter into the Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI AS FOLLOWS:

Section 1. Agreement Approved. The County Agreement for Prepayment Distribution of CARES Act Funds between the City of Raytown, Missouri and Jackson County, Missouri (the "Agreement"), in substantially the form as is attached hereto in **Exhibit A** and incorporated herein, is hereby approved.

Section 2. Approval. The City Administrator is authorized to execute the Agreement on behalf of the City. Further, City Administrator, Finance Director and City Clerk are hereby authorized to sign any and all documents required to be submitted to the County in furtherance of the terms of the Agreement.

Section 3. Effective Date. This ordinance shall take effect from and after its passage.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED** and **ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this ____ day of _____, 2020.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney

BILL NO. 6551-20

ORDINANCE NO. _____

Section V-A

EXHIBIT A

**COUNTY AGREEMENT FOR PREPAYMENT DISTRIBUTION OF CARES ACT
FUNDS**

County Agreement for Prepayment Distribution of CARES Act Funds

This County Agreement for Distribution 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, the United States government has allocated funds to the County from the Coronavirus Relief Fund set forth under section 601(a) of the Social Security Act, as amended 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 Spending Plan/Budget, attached as Exhibit A (“Budget”) and incorporated herein by reference; and

WHEREAS, through said Budget, 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 Budget; and

WHEREAS, County has reviewed said Budget and has made an award decision via Ordinance/Resolution ___ dated ____; 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”). 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 Budget. Recipient shall only use Funds for the purposes set forth in Exhibit A. Recipient understands and agrees that any deviations from the use of Funds, as described in the Budget 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 601(a) of the Social Security Act, as amended 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 Coronavirus Relief Fund as created in the CARES Act.

b. Recipient understands and agrees that the County will rely on Exhibit A 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 Budget is true, complete, and accurate and affirms the statements made in the Budget 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.

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 its 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 Budget, 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 as provided in the Agreements, 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 Budget attached as Exhibit A, County agrees to distribute to Recipient the Funds the sum of \$_____ for the purposes set forth and described in Exhibit A, subject to approval and execution of this Agreement. County will pay the Funds to Recipient upon execution of this Agreement and Recipient shall provide to the County all required supporting documents as set out in paragraph 8 hereof once all Funds have been used to cover incurred costs. 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 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 this Agreement. Recipient may only use Funds for the purposes awarded in Exhibit A. Modification of Recipient’s purpose and intended use of funds shall require prior written approval of the County’s County Administrator.

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, 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, that would affect the proper and agreed upon use of the Funds.

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, 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 is different than the Purpose and Intended Use of Funds as detailed in Exhibit A;

ii. Use of Funds for a purpose not described in Exhibit A, 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 purposes that are not necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);

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

v. 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 debtor's 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 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 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. 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.

d. 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.

e. 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 Jackson County, Missouri.

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 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. This paragraph is not intended to constitute a waiver of sovereign immunity on the part of either party.

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 Persons. Pursuant to §285.530, RSMo, Recipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized person 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: Frank White, Jr.
Title: County Executive

Approved as to Form:

Address: 415 E 12th Street, 2nd Floor
Kansas City, MO 64106

Bryan Covinsky, County Counselor

Attest:

Mary Jo Spino, Clerk of the County Legislature

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: _____

Address: _____

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

Notary Public

My Commission Expires:

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$ _____ which is hereby authorized.

Date

Director of Finance and Purchasing
Account No. ###-####-#####

Exhibit A
[Budget]

EXHIBIT A

CITY OF RAYTOWN PREPAYMENT DISTRIBUTION OF CARES ACT FUNDS

<u>Expense Item</u>	<u>Justification</u>	<u>Estimated Request *</u>
Payroll for Public Safety, benefits	In the description from the Treasury Department - all payroll benefits of public safety employees whose time is substantially dedicated to mitigating or responding to COVID-19 to be claimed as an eligible expense as a matter of administrative convenience. The city has been tracking and will track time of the police department employees for COVID-19 reimbursement purposes.	\$200,000.00
Employee Payroll, benefits	Many city employees have stepped up to provide service to citizens during the Pandemic. This budget amount will assist with covering the cost for employees whose services have been substantially dedicated to mitigating and/or responding to the COVID -19 public health emergency. Examples of the services include, but are not limited to, hiring temporary staff to assist at the front entrance with distribution of PPE; temporary staff assisting in the finance department, additional building maintenance personnel, time dedicated to COVID-19 tasks by impacted employees has been and will continue to be tracked.	\$177,000.00
Public Health Expenses	The city purchased and will continue with the acquisition and distribution of PPE, for the duration of the COVID-19 public health emergency: masks, gloves, sanitizer, fogging machines, and any additional PPE deemed necessary to respond to the emergency. Communication of the public health order. Technical assistance- hiring of security contractors , purchases for staff to work remotely, upgrading IT to allow for virtual public meetings. Cost to quarantine individuals/first responders-costs.	\$150,000.00
Facilitate Compliance with Public Health Measures	Providing paid sick and family/medical leave to enable compliance with public health precautions. Social distancing precautions include reopening costs for City owned facilities, supplies like plexiglass, Parks and Recreation materials to provide open areas in parks, quarantine the playground areas. Compliance with requirements set by the municipal courts within the 16th Judicial Circuit, of the Supreme Court Operational Directives. Computer and IT upgrades necessary for remote and distance work.	\$200,000.00
City Hall Renovations	Due to the recommendations by the CDC and the institution of the County Emergency order, compliance with Supreme Court Operational Directives for the Municipal Court hearings, the limitation of the amount of citizens to enter into City Hall, which causes citizens and vistiors to the building to wait outside in the elements. City Hall is a multi-use facility for the citizens of Raytown and vistors conducting business. To assist with COVID-19 mitigation, the city is planning to alter the front and side entrances to allow for a climate controlled area; as well as to provide alterations within the court/Board of Aldermen/community chambers. The alterations will allow for social distancing during board meetings and while conducting court room hearings. The renovations will include installing a filtration/purification system. All items are necessary for COVID-19 mitigation measure and provide protection of the public and staff from the virus during this current emergency as well as continual proactive measures. The city will follow its purchasing policy regarding this item.	\$600,000.00
Utility Assistance	The City may utilize the CARES Act Funds to provide assistance to Raytown Families facing economic hardships due to the COVID-19 pandemic. The City looks to provide grants to assist with paying for utility bills and housing cost under qualifying circumstances.	\$200,000.00
Small Business Grants	The City may utilize CARES Act funds to provide grants to small businesses, to reimburse them for the costs of business interruptions caused by county-mandated closures and capacity restrictions due to COVID-19.	\$200,000.00
Unanticipated and Qualifying COVID-19 Expenses	The City reserves the right to document and reimburse itself from the distributed CARES Act funds for necessary and reasonable COVID-19 related expenses that otherwise qualify for reimbursement under this agreement, CARES Act, and Department of Treasury Guidance and FAQ documents as those documents may be updated from time-to-time. Any other related expenses reasonably necessary to the function of Government that satisfy the CARES Act funds eligibility criteria and provide assistance to the community.	TBD
Total		Not Less Than \$1,727,820.00

*** The above are estimated costs. The City of Raytown reserves the right to move the funds between the listed line items and to ask Jackson County to add additional line items for unanticipated, qualifying COVID-19 expenses that may arise as permitted in this agreement.**