

79 -2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 22

In the County Commission of said county, on the 3rd day of March 20 22

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

Now on this day, the County Commission of the County of Boone does hereby enter into the record, the proclamation in recognition of Missouri Farm Bureau.

Done this 3rd day of March 2022.

ATTEST:  
*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*  
Daniel K. Atwill  
Presiding Commissioner  
*Justin Aldred*  
Justin Aldred  
District I Commissioner  
*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

March Session of the January Adjourned

Term. 2022

In the County Commission of said county, on the 3rd day of March 20 22

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

In Re: Nuisance Abatement  
 12605 N. Old Highway 63  
 Hallsville, MO

March Session  
 January Adjourned  
 Term 2022  
 Commission Order No. 80-2022

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

NOW on this 3<sup>rd</sup> day of March 2022, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: junk, trash, rubbish, garbage, derelict and inoperable appliances and other refuse and a derelict, unlicensed, inoperable and junk-filled silver 4-door vehicle on the premises.
4. The location of the public nuisance is as follows: 12605 N. Old Highway 63, Waulters Ridge Subdivision, Lot 1, a/k/a parcel# 06-600-24-05-001.00 01, Section 24, Township 50, Range 13 as shown in deed book 3952 page 0121, Boone County.
5. The specific violation of the Code is: junk, trash, rubbish, garbage, derelict and inoperable appliances and other refuse in violation of section 6.5 of the Code and a derelict, unlicensed, inoperable and junk-filled silver 4-door vehicle in violation of section 6.9 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 25<sup>th</sup> day of January to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

Term. 20

In the County Commission of said county, on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
the following, among other proceedings, were had, viz:

- property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

### Order for Abatement Chargeable as a Special Assessment To The Property


Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

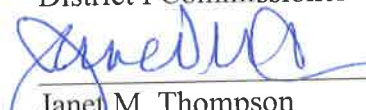
Done this 3rd day of March 2022.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner



**To:** Boone County Commission

**From:** Kala Tomka, Environmental Health Supervisor *KT*

**cc:** Boone County Clerk, Boone County Collector, Boone County Auditor

**Date:** April 6, 2022

**Re:** nuisance abatement for 12605 N. Old Highway 63 (parcel # 06-600-24-05-001.00 01)

Attached please find all paid invoices for the abatement of a nuisance located at 12605 N. Old Highway 63 (parcel # 06-600-24-05-001.00 01) per the order issued by the Boone County Commission on March 3, 2022 (order # 80-2022). **All attached invoices have been paid by the Health Department.** The purpose of this memo and attached invoices is to apply the amount paid by the Health Department to the property tax bill of the appropriate parcel number. The owner of the property is Deirdre C. Shea and the mailing address for the owner is 12605 N. Old Highway 63, Hallsville, MO 65255.

Attached Invoice	Contractor	Amount Paid
1 of 2	I-70 Towing – vehicle tow	\$75.00
2 of 2	Voss Landscape and Tree Service – junk/trash removal	\$951.50
none	Columbia/Boone County Department of Public Health and Human Services – Administrative Costs	\$150.00
<b>Total Amount Paid</b>		<b>\$1176.50</b>





**I-70 Towing & Recovery**  
 4201 Interstate 70 Drive SE, Columbia MO 65201  
 Phone: (573) 449-3336 | Fax: (573) 449-1164

**Invoice**  
**#51191**

Columbia Health Department  
 1005 W. Worley St.  
 Columbia MO 65203

<b>Invoice #</b>	51191	<b>Authorized by</b>	Columbia Health Department
<b>Tow Reason</b>	Abandoned		1005 W. Worley St., Columbia MO 65203
<b>Date/Time Requested</b>	4/1/2022 @ 8:09 AM	<b>Tow From</b>	12605 North Old Hwy 63 Columbia MO
<b>Contact</b>	Kris (573) 874-7679,	<b>Tow To</b>	4201 I 70 dr se, columbia, MO 65201
<b>Notes</b>	Tow Away Per Health Department Kris (573) 874-7679		

Year	Make	Model	Color	VIN	Plate	Odometer
1996	Toyota	Camry	-	4T1BF12K3TU140659	-	-

Charge Description	Quantity	Price	Line Total
Tow/Hook Fee	1	\$75.00	\$75.00
		<b>Grand Total</b>	<b>\$75.00</b>
		<b>Amount Due:</b>	<b>\$75.00</b>

I-70 Towing appreciates your business; If you have any questions regarding this invoice, please contact us at 573-449-3336 or email us at office@i70towing.com

**Signature:** \_\_\_\_\_

View photos for this tow online at <http://app.towbook.com/PublicAccess/Invoice2.aspx?id=118463482&sc=9ac155a67f>

VOSS Landscape & Tree Service  
 8501 N Hwy VV  
 Columbia, MO 65202

# Invoice

Invoice #: 43884  
 Invoice Date: 4/2/2022

<b>Due Date:</b>	4/23/2022
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**Bill To:**

Kristine N Vellema  
 Columbia Department of Public Health  
 1005 W. Worley Street  
 Columbia, MO 65203

Item	Serviced	Description	Qty	Rate	Amount
		Hauling off @ 12605 N. Highway 63			
Debris Disposal	4/1/2022	Dump Trailer Delivery	1	220.00	220.00
Debris Disposal	4/1/2022	Dump Trailer Pull	1	220.00	220.00
Debris Disposal	4/1/2022	Waste Per Ton	1	71.50	71.50
Landscape	4/1/2022	Mini Skid Loader; 8:57 to 9:57AM	1	82.50	82.50
Landscape	4/1/2022	Laborer; 8:57 to 9:57AM	1	55.00	55.00
Landscape	4/1/2022	Foreman; 8:57 to 9:57AM	1	82.50	82.50
Landscape	4/1/2022	Mobilization Time for labor & equipment 7:45 to 8:45AM	1	220.00	220.00

**Total** \$951.50

This is an estimate only  
 Not guaranteed to build or complete any specific job or contract.

**Payments/Credits** \$0.00

(573) 268-3947  
 talktovoss@gmail.com

<b>Balance Due</b>	\$951.50
--------------------	----------

PLEASE NOTE: A monthly finance charge of 5% will be applied to any balance past due



Photographs taken 2/11/22 @ ~ 2:25 pm  
12605 N. Old Highway 63











Deirdre C. Shea  
12605 N. Old Highway 63  
Department of Public Health nuisance violation – timeline of major events

- 12/15/21: citizen complaint received
- 12/27/21: initial inspection conducted - notice of violation sent to owner and lien holder, certified mail, return receipt requested – owner never signed for notice
- 1/6/22: lien holder called to state loan has been sold, not currently a lien holder
- 1/25/22: owner notice posted in newspaper
- 2/11/22: reinspection conducted - photographs taken at ~ 2:25 pm
- 2/16/22: hearing notice sent



# HEARING NOTICE

COPY

SHEA, DEIRDRE C  
12605 N OLD HIGHWAY 63  
HALLSVILLE, MO 65255

An inspection of the property you own/occupy/hold a lien on located at 12605 N OLD HWY 63 (Parcel # 0660024050010001) was conducted on 12/27/2021 and revealed junk, trash, rubbish, garbage, derelict and inoperable appliances and other refuse on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

You are herewith notified that the a hearing will be held before the County Commission on Thursday, 03/03/2022 at 1:30 p.m. in **Room 301** at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated. **You may participate in this hearing in-person (the number of in-person attendees permitted in the room will be limited to ensure social distancing) or via conference call by calling 425-585-6224, Access Code: 802-162-168.**

If the nuisance is not removed as ordered, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated. All costs of seizure, removal, and abatement, plus administrative fees, will be assessed against the property in a tax bill. If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine N. Vellema  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 16<sup>th</sup> day of month February year 2022 by DUR.







## HEARING NOTICE

COPY

SHEA, DEIRDRE C  
12605 N OLD HIGHWAY 63  
HALLSVILLE, MO 65255

An inspection of the property you own/occupy/hold a lien on located at 12605 N OLD HWY 63 (Parcel # 0660024050010001) was conducted on 12/27/2021 and revealed a derelict, unlicensed, inoperable and junk-filled silver 4-door vehicle on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.9.

You are herewith notified that the a hearing will be held before the County Commission on Thursday, 03/03/2022 at 1:30 p.m. in **Room 301** at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated. **You may participate in this hearing in-person (the number of in-person attendees permitted in the room will be limited to ensure social distancing) or via conference call by calling 425-585-6224, Access Code: 802-162-168.**

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The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,



Kristine N. Vellema  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 16<sup>th</sup> day of month February  
year 2022 by DUR.



COPY

A/P

FEB 04 2022

U.S. MAIL

ATTN: DONNA  
COLUMBIA/BOONE COUNTY DEPARTMENT OF  
PUBLIC HEALTH AND HUMAN SERVICES  
DIVISION OF ENVIRONMENTAL HEALTH  
P.O. BOX 6015  
COLUMBIA, MO 65205

**AFFIDAVIT OF PUBLICATION AND INVOICE**

PO #20210206 Invoice #31010503

NOTICE OF DECLARATION OF  
PUBLIC NUISANCE  
AND ORDER OF ABATEMENT

To: SHEA, DEIRDRE C  
12605 N OLD HIGHWAY 63  
HALLSVILLE, MO 65255  
In accordance with section 67.402 RSMo  
and section 6.10, Boone County Code of  
Health Regulations, the undersigned  
gives notice to the above named persons  
or entities that the following described  
real property is hereby declared to con-  
tain the following described public nu-  
isance which is ordered abated within 15  
days of the date of this notice, and that if  
such abatement does not occur, then  
such nuisance may be ordered abated  
by action of the Columbia/Boone County  
Department of Public Health, with the  
cost thereof to be the subject of a special  
tax bill against the property subject to  
abatement.

Property Description: Waulters Ridge  
Subdivision, Lot 1 a/k/a 12605 N. Old  
Highway 63 N as shown by deed book  
3952 page 0121  
Type of Nuisance: junk, trash, rubbish,  
garbage, derelict and inoperable appli-  
ances and other refuse and a derelict,  
unlicensed, inoperable and junk-filled sil-  
ver 4-door vehicle

The above named persons are further  
notified that if they fail to abate such nu-  
isance within the time specified in this  
notice, or fail to appeal this declaration of  
public nuisance and order of abatement  
within the time permitted for abatement  
specified in this notice, then a public  
hearing shall be conducted before the  
Boone County Commission, Commission  
Chambers, 801 E. Walnut, Columbia MO  
65201, at a time and date determined by  
the Commission, and the County  
Commission will make findings of fact,  
conclusions of law and a final decision  
concerning the public nuisance and order  
of abatement set forth herein. For infor-  
mation concerning these proceedings,  
contact the Columbia/Boone Department  
of Public Health, 1005 W. Wbriley Street,  
Columbia, MO 65203.

Date of Declaration, Order and  
Publication: January 25, 2022

Stephanie Browning, Director  
Columbia/Boone County Department of  
Public Health

Insertion Dates: January 25, 2022

STATE OF MISSOURI )  
County of Boone ) ss.

I, Bryan Chester, being duly sworn according to law state that I am one of the  
publshers of the Columbia Missourian, a daily newspaper of general circulation in the  
County of Boone where located: which has been admitted to the Post Office as second  
class matter in the City of Columbia, Missouri the city of publication: which newspa-  
per has been published regularly and consecutively for a period of three years and  
has a list of bona fide subscribers voluntarily engaged as such who have paid or  
agreed to pay a stated price for a subscription for a definite period of time, and that  
such newspaper has complied with the provision of Section 493.050, Revised Statutes  
of Missouri, 1969. The affixed notice appeared in said newspaper on the following  
consecutive issues:

1st Insertion	January 25, 2022
2nd Insertion	2022
3rd Insertion	2022
4th Insertion	2022
5th Insertion	2022
6th Insertion	2022
7th Insertion	2022
8th Insertion	2022
9th Insertion	2022
10th Insertion	2022
11th Insertion	2022
12th Insertion	2022
13th Insertion	2022
14th Insertion	2022
15th Insertion	2022
16th Insertion	2022
17th Insertion	2022
18th Insertion	2022
19th Insertion	2022
20th Insertion	2022
21st Insertion	2022

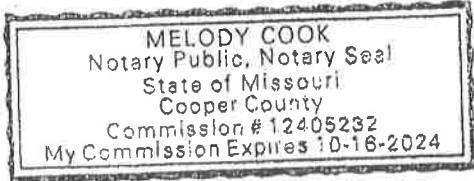
COLUMBIA MISSOURIAN PRINTER'S FEE \$37.05

By: [Signature]  
(Bryan Chester, General Manager)

Subscribed and sworn to before me this

25th day of January, 2022

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





City of Columbia, MO  
Columbia Public Health District  
Complaint Report

Complaint Date: 12/15/2021 Type: Nuisance File No: 518

Establishment: \_\_\_\_\_

Address: 12605 N OLD HWY 63 HALLSVILLE, MO 65255

**Cause of Complaint:**

junk, trash, rubbish, garbage, derelict and inoperable appliances and other refuse

**Comments:**

Caller advised the resident at 12605 puts trash in a pickup and hauls it off to dispose of periodically. Caller stated she had a disagreement with the neighbor, and the neighbor dumped all the trash from the pickup on the property line, and it has been accumulating for 2 months now. The trash is attracting wild animals and is a health issue. Caller advises the driveway is a shared driveway, and you have permission to drive onto her property, 12601 Old Hwy 63 N to view the issue. 12/16/2021 Caller called again, and advised last night the neighbor put out a freezer and chairs in the pile of junk.

**Establishment Follow Up:**

Investigated 12/27/2021 12:00 AM – 12:00 AM by Kristine N. Vellema. Contact: () –

Received By (Signature): \_\_\_\_\_

Print: \_\_\_\_\_

Environmental Health Specialist: Kristine N. Vellema

Date: 12/15/2021

# Boone County, Missouri



Recorded In Boone County, Missouri

Date and Time 04/26/2012 at 09:52:05 AM

## Unofficial Document

Instrument # 2012069313 Book 3952 Page: 121

Grantor DOBBS, PAUL JR  
Grantee SHEA, DEIRDRE C

Instrument Type QTCL  
Recording Fee \$27.00 S  
No of Pages 2

*Bettie Johnson*  
Bettie Johnson, Recorder of Deeds



(Space above reserved for Recorder of Deeds Certification)

### QUIT-CLAIM DEED

This Quit-Claim Deed is made and entered into this 24th day of April, 2012, by and between

Paul Dobbs, Jr., a single person, and Deirdre C. Shea, a single person (Grantors)

of the County of Boone, State of Missouri party of the first part, and

Deirdre C. Shea (Grantees)

Grantees Address: 12605 Old Hwy 63 N, Hallsville, MO 65255

of the County of Boone, State of Missouri party or parties of the second part.

WITNESSETH, that the said Grantor in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the said Grantees, the receipt of which is hereby acknowledged, does or do by these presents Remise, Release and forever Quit Claim, unto the said Grantees, the following described Real Estate, situated in the County of ~~Boone~~ and State of Missouri, to-wit:

Lot One (1) of WAULTERS RIDGE, a minor subdivision in Boone County, Missouri, as shown by the plat thereof recorded in Plat Book 38, Page 58, Records of Boone County, Missouri.

Subject to building lines, conditions, restrictions, easements and zoning regulations of record if any.

# Nora Dietzel, Recorder of Deeds



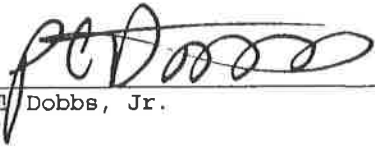
# Boone County, Missouri

BOONE COUNTY MO APR 26 2012

Unofficial Document

TO HAVE AND TO HOLD the same with all the rights and appurtenances thereto belonging unto the said Grantee, and her successors and assigns, Forever; so that neither the said Grantor, nor their successors and assigns, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year above written.

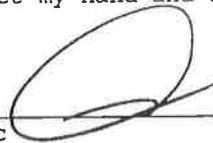
  
Paul Dobbs, Jr.

  
Deirdre C. Shea

STATE OF MISSOURI )  
                          ) SS.  
COUNTY OF Boone )

On this 24<sup>th</sup> day of April, 2012, before me personally appeared Paul Dobbs, Jr., a single person, and Deirdre C. Shea, a single person to me known to be the person(s) described in and who executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

MAUREEN A. DALTON  
Notary Public - Notary Seal  
STATE OF MISSOURI  
County of Boone  
My Commission #10524787  
Commission Expires 10-7-2014

# Kenny Mohr Assessor

Parcel 06-600-24-05-001.00 01

Property Location 12605 N OLD HWY 63 N

City \_\_\_\_\_ Road COMMON ROAD DISTRICT (CO) School HARRISBURG (R8)  
 Library COL BC LIBRARY (L4) Fire BOONE COUNTY (F1)

Owner SHEA DEIRDRE C  
 Address 12605 OLD HIGHWAY 63 N  
 Care Of \_\_\_\_\_  
 City, State, Zip HALLSVILLE, MO 65255

Subdivision Plat Book/Page 0038 0058  
 Section/Township/Range 24 50 13  
 Legal Description WAULTERS RIDGE  
 LOT 1  
 Lot Size .00 x .00  
 Irregular Shape \_\_\_\_\_  
 Deeded Acreage 3.30  
 Calculated Acreage .00  
 Deed Book/Page 3952 0121 2893 0117 2594 0017 2102 0779

## Effective Date of Value 1/1/2021

### CURRENT APPRAISED

Type	Total
RESIDENTIAL	74,150
<b>Totals</b>	<b>74,150</b>

### CURRENT ASSESSED

Type	Total
RESIDENTIAL	14,088
<b>Totals</b>	<b>14,088</b>

## PROPERTY DESCRIPTION

Year Built	1960
Basement	NONE (1)      Attic UNFINISHED (2)
Bedrooms	3      Main Area 1,408
Full Bath	1      Finished Basement Area 0
Half Bath	0
<b>Total Rooms</b>	<b>6</b> <b>Total Square Feet 1,408</b>

## Boone County Assessor

Boone County Government Center  
 801 E. Walnut St., Rm 143  
 Columbia, MO 65201-7733

[assessor@boonecountymo.org](mailto:assessor@boonecountymo.org)

Office (573) 886-4270  
 Fax (573) 886-4254

Mapping (573) 886-4262  
 Personal Property (573) 886-4250  
 Real Estate (573) 886-4265

81 -2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 22

In the County Commission of said county, on the 3rd day of March 20 22

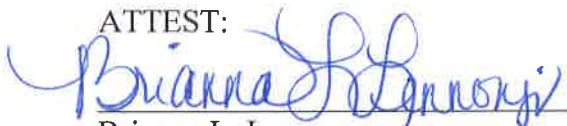
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Development Agreement and Performance Bond between the County of Boone and Tanner Rave and Marty Rave, the Managers of Iuvo Constructum, LLC for the plat of Oak Hill Estates, Plat 1.

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

Done this 3rd day of March 2022.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

---

**OAK HILL ESTATES SUBDIVISION**  
**DEVELOPMENT AGREEMENT**

This Development Agreement (the "Agreement") is effective this \_\_\_\_ day of February, 2022, by and between **Iuvo Constructum, LLC** an Illinois limited liability Company authorized to conduct business in Missouri ("Developer"), and the **County of Boone**, a Missouri political subdivision, (the "County"). The Developer and County may be referred to herein as the "Parties".

WHEREAS, Developer wishes to develop certain real estate as Oak Hill Estates, a 48-lot single-family-housing-unit subdivision ("Development"), under Boone County's zoning and subdivision regulations; and

WHEREAS, in furtherance of this development, Developer previously entered into an Agreement with the Boone County Regional Sewer District ("BCRSD"), a common sewer district organized and operating under the provisions of Chapter 204 RSMo, which has been recorded at Book 5389, Page 75 of Boone County Records, hereinafter referred to as the, "Wastewater Services Agreement"; and

WHEREAS, since entering into the Wastewater Services Agreement, the Developer entered into a subsequent agreement with the BCRSD to allow for the potential construction of (a) eleven (11) connections to the existing Brookfield Estates Recirculating Sand Filter ("Existing Brookfield Estates WWTP"); and (b) a settling tank at the Existing Brookfield Estates WWTP, dated the 13th day of December, 2021, and known as the Addendum to Agreement for Provision of Wastewater Collection and Treatment Services, which has been recorded at Book 5553, Page 75 of Boone County Records, hereinafter referred to as the, "Amended Wastewater Services Agreement"; and

WHEREAS, pursuant to Paragraph 4 of the Amended Wastewater Services Agreement, the Developer will post a Performance Bond in the amount of one hundred percent (100%) of the reviewed and approved engineer's estimate for construction of Exhibit A Modifications, at the



Existing Brookfield Estates WWTP; and

WHEREAS, it is the intention of the Parties that a separate Performance Bond will be written to benefit the County of Boone for construction of the Exhibit A Modifications, on the same terms and conditions as the Performance Bond required under the Amended Wastewater Services Agreement (the "Exhibit A Modifications Performance Bond"); and

WHEREAS, the County intends to accept said Exhibit A Modifications Performance Bond to secure required off-site infrastructure installation under its subdivision regulations, specifically Section 1.7.5, and the authority granted in RSMo Sec. 64.825, as may be required if Developer connects to the Existing Brookfield Estates WWTP, and to facilitate the approval of Developer's 11-lot final plat; and

WHEREAS, Developer understands that County will not be in a position to issue Occupancy Permits under its Building Code regulations for any of the properties subject to this Addendum to Agreement, until the first to occur of the following (a) the Exhibit A Modifications are constructed, functioning and accepted by the BCRSD for operation and maintenance; or (b) the new wastewater treatment installations are completed, functioning, permitted by the Missouri Department of Natural Resources ("MoDNR"), and accepted by BCRSD for operation and maintenance; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, the parties agree as follows:

1. Incorporation of Recitals; Amended Wastewater Services Agreement. The parties incorporate by reference, and affirm, the recitals set forth above, and the Amended Wastewater Services Agreement between Developer and BCRSD that has been recorded at Book 5553, Page 75 of the Boone County Records.
2. Installation of Exhibit A Modifications. The BCRSD has reserved to Oak Hill Estates sufficient capacity for eleven (11) residential connections in the Existing Brookfield Estates WWTP (the "Remaining Capacity Connections"). Due to timing of construction, the Remaining Capacity Connections may not be necessary to serve the wastewater treatment needs of Oak Hill Estates. The Developer agrees to install the Exhibit A Modifications (as defined in the Amendment to Wastewater Services Agreement) if an Oak Hill Estates residence will require wastewater treatment in advance of acceptance of the new wastewater treatment facility by the BCRSD. The Exhibit A Modifications Performance Bond will be in the same form and amount as provided by Developer to BCRSD; provided, said Exhibit A Modification Performance Bond shall be released and discharged in the event that construction of the

Exhibit A Modifications to the Existing Brookfield Estates WWTP in not required in accordance with the terms of the Amended Wastewater Services Agreement. Developer shall not be required to bond for the new wastewater treatment system, as contemplated by the Agreement, as a condition precedent to the approval of the Oak Hill Estates 11-lot final plat. The Wastewater Services Agreement, and the Agreement, shall govern Developer's obligations to bond for the new wastewater treatment system.

3. Occupancy Permits. Developer understand and agrees, however, that County will not issue occupancy permits under its Building Code until a permitted structure has a functioning sewer service. For purposes of this Agreement, and for occupancy permit purposes in this Development, a functioning sewer service shall mean either, (a) completion of Exhibit A Modifications to the Existing Brookfield Estates WWTP, which has been accepted by BCRSD; or (b) a completed, functioning, and MoDNR-permitted public collector sewer system that has been accepted by BCRSD for operation and maintenance, whichever shall occur first in time.
  
4. General Terms.
  - a. Other laws: This Agreement will not affect Developer's obligations under, or the operation of, any Boone County regulations or other law, including future changes, which will all remain in full effect.
  
  - b. Nonappropriation: Notwithstanding any provision in this Agreement, any County obligation under this Agreement, which requires it to expend funds, is conditioned upon there being a sufficient, unencumbered fund balance appropriated for that purpose during the County's then-current fiscal year.
  
  - c. Survival of Addendum to Agreement upon Annexation: This Agreement will survive the Development's annexation by any Missouri political subdivision. In the event of an annexation of the entire Development, the Parties may, however, amend the Agreement, as necessary.
  
  - d. Agreement to be Recorded: This Agreement and any notices relating to it will be recorded in the Records of Boone County, Missouri, will run with the land, and will be binding upon and inure to the benefit of the Parties and their successors and assigns.
  
  - e. Authority of Signatories: Each person signing this Agreement on behalf of either of the Parties represents that he or she has been duly authorized and empowered,

by order, ordinance, or otherwise, to execute this Agreement and that all necessary action on behalf of that party to effectuate that authorization has been taken and done.

- f. Amendments: The Parties may amend or modify this Agreement only by written instrument duly executed by the Parties.
- g. Severability: If a court holds any part, term, or provision of this Agreement to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.
- h. Governing law: The laws of the State of Missouri shall govern this Agreement, and all actions to enforce this Agreement shall be filed in the Circuit Court of Boone County, Missouri.
- i. Completed Agreement: All negotiations, considerations, representations, and understandings between the Parties are incorporated in the Agreement, and herein, as the full and complete agreement of the Parties.
- j. Notice of default: Subject to the term and termination provisions below, no party may declare a default of this Agreement until it gives written notice to the other party, and the defaulting party does not cure or start to cure the default within thirty (30) days after receiving that notice. If the defaulting party has started, and diligently proceeds, to cure the default, even if that cure extends beyond the above thirty (30) days, then the non-defaulting party will not bring legal action until the defaulting party fails to diligently complete that cure.
- k. Term and Termination: Each party acknowledges that the Parties will be expending resources, committing time at a substantial cost, and making obligations with third parties, all in reliance upon and in anticipation of the timely performance of this Agreement by the other party to this Agreement, and as such Developer agrees that the Exhibit A Modifications contemplated by the Amended Wastewater Services Agreement shall be commenced no later than six (6) months following recording of the Oak Hill Estates 11-lot final plat, if said construction is required under the terms of the Amended Wastewater Services Agreement.

- l.** Default. If either party defaults under this Agreement, the aggrieved party may pursue any remedies available under law or in equity against the defaulting party.
  
- m.** Waiver: No waiver of any provision of this Addendum to Agreement will constitute a waiver of any other provision, nor constitute a continuing waiver, nor be a waiver of any subsequent default or defaults unless provided for by a written amendment to this Agreement signed by the Parties.
  
- n.** Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.
  
- o.** No Third-Party Rights: No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.
  
- p.** Immunity: Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any applicable law.
  
- q.** Notice: Any notice, demand, request, or other communication which may or shall be given or served by the parties shall be deemed to have been given or served on the date it is either deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid; or sent by facsimile transmission; or given to a nationally recognized overnight courier service for next business day delivery and addressed as follows:

- i.** If to the County:  
Boone County Resource Management  
Attn: Bill Florea, Director  
801 E. Walnut, Room 315  
Columbia, MO 65201

- ii.** If to the Developer:  
Elizabeth B. Megli  
Attorney at Law  
115 W. Jefferson Street, Suite 400  
Bloomington, IL 61701

*[The Balance of this Page is Intentionally Blank. Signatures Follow.]*



IN WITNESS WHEREOF, the Parties hereby accept the terms of this Development Agreement as of the date first set forth above.

**THE COUNTY OF BOONE**

By:

*[Signature]*  
Daniel K. Atwill, Presiding Commissioner

ATTEST:

*[Signature]*  
Brianna L. Lennon, Boone County Clerk

**Approved:**

*[Signature]*  
Bill Florea, County Resource Management Director

**Approved as to legal form:**

*[Signature]*  
C.J. Dykhouse, Boone County Counselor

STATE OF MISSOURI            )  
  )ss  
COUNTY OF BOONE            )

On this 3<sup>rd</sup> day of March, 2022, before me personally appeared Daniel K. Atwill, as Presiding Commissioner of the Boone County Commission, to me known to be the person described in and who executed the foregoing instrument on behalf of Boone County, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Columbia, Missouri, this 3<sup>rd</sup> day of March, 2022.

*[Signature]*  
NOTARY PUBLIC  
Jodi Renee' Vanskike  
(Print Name)

My Commission Expires: 11.29.2024

JODI RENEE VANSKIKE  
Notary Public - Notary Seal  
State of Missouri  
County of Boone  
My Commission Expires: Nov. 29, 2024  
Commission # 20980174

**DEVELOPER:**

**IUVO CONSTRUCTUM, LLC**

By:

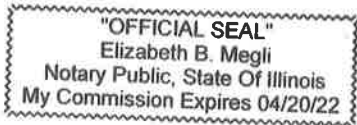
Tanner Rave  
Tanner Rave, Its Manager

Marti Rave  
Marti Rave, Its Manager

STATE OF ILLINOIS            )  
  )ss  
COUNTY OF MCLEAN        )

On this 28<sup>th</sup> day of February, 2022, before me personally appeared **Tanner Rave and Marti Rave, the Managers of Iuvo Constructum, LLC**, to me known to be the same persons who executed the foregoing instrument on behalf of that LLC, and acknowledged that each executed the same as his free act and deed and with authority on behalf of said LLC for the purposes herein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Bloomington, Illinois, this 28<sup>th</sup> day of February, 2022.



Elizabeth B. Megli  
NOTARY PUBLIC  
Elizabeth B. Megli

(Print Name)

My Commission Expires: 04/20/2022



Liberty Mutual Surety
17771 Cowan, Suite 100 • Irvine, California 92614 • (949) 263-3300
www.libertymutualsurety.com

SUBDIVISION IMPROVEMENTS
PERFORMANCE BOND

BOND NO. 39S224628

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Iuvo Constructum, LLC as Principal,
and The Ohio Casualty Insurance Company, a corporation organized and doing
business and under and by virtue of the laws of the State of New Hampshire and duly
licensed to conduct surety business in the State of Missouri, as Surety,
are held and firmly bound unto County of Boone
301 E Walnut, Columbia, MO 65202

as Obligee, in the sum of Forty-Two Thousand Four Hundred Forty & 00/100
(\$ 42,440.00 ) Dollars,
for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors,
jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal, has agreed to construct in Oak Hill Estates
Subdivision, in Columbia, Missouri the
following improvements: Temporary Septic Storage Tank

NOW, THEREFORE, the condition of this obligation is such, that if the above Principal shall well and
truly perform said agreement or agreements during the original term thereof or of any extension of said
term that may be granted by the Obligee with or without notice to the Surety, this obligation shall be void,
otherwise it shall remain in full force and effect

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal
and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact, this
16th day of February, 2022
YEAR

Iuvo Constructum, LLC Principal

BY: [Signature]

The Ohio Casualty Insurance Company

BY: [Signature] Allison Madrid Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8198110

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kris Copra, Louis A. Landwehr, Allison Madrid, Darla A. Veltrop

all of the city of Jefferson City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of December, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 5th day of December, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of February, 2022.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 22

In the County Commission of said county, on the 3rd day of March 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Public Infrastructure Development and Security Agreement and Performance Bond between Boone County and Emery Sapp and Sons, Inc. for Oak Hill Estates Plat 1.

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

Done this 3rd day of March 2022.

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Public Infrastructure Development and Security Agreement

Date: January 19, 2022

Contractor Name: Emery Sapp & Sons, Inc.

Address: 2301 I-70 Drive NW, Columbia, MO 65202

Development: Oak Hill Estates Plat 1

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

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

1. **Background and Purpose of Agreement** – This agreement is made pursuant to Section 1.7.5 of the Subdivision Regulations of Boone County, Missouri and/or section 2.12 of the Roadway Regulations of Boone County, Missouri in order to permit Owner/Developer to obtain final approval of the subdivision plat for the development described above, and to assure County of final completion of required public infrastructure and improvements within publicly dedicated road right-of-way to be accepted by County for maintenance. By entering this agreement, the Contractor is agreeing to complete improvements described below in accordance with County regulations and specifications, and provide to County, financial security in the event the Contractor fails to complete such improvements within the time and in the manner provided for by this agreement.
2. **Description of Improvements** – The Contractor agrees to complete the following described improvements in accordance with the published Boone County Roadway Regulations and related specifications contained within the regulations now in effect and the Construction Plans described below:

Remove and reconstruct any concrete roadway pavement shown on the Construction Plans by Crockett Engineering Consultants LLC (that were reviewed for compliance and authorized to proceed by Boone County on September 11, 2020) identified by the Boone County Chief Engineer as damaged or defective and unacceptable for long-term durability, e.g., a failed epoxy crack repair, corner cracking, cracking caused by subgrade settlement or undermining, delamination, excessive surface defects, excessive joint spalling.

3. **Time for Completion** – The Contractor agrees to complete the public road infrastructure *improvements as described in 2 above* no later than December 1, 2023. All improvements shall pass County inspection as of this date. The County will inspect the concrete pavement the last week of September 2023 and deliver to the Contractor, on or before October 2, 2023, a list of the work that must be completed no later than December 1, 2023.



4. **Security for Performance** – To secure the Contractor's performance of its obligations under this agreement, Contractor hereby agrees to provide the County with security in the amount of \$178,125.00, which County may use and apply for Completion of the above described improvements in the event the Contractor fails to complete the above described improvements within the time or within manner required by County under its regulations. The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form (check one):
- Cash deposit with County Treasurer
  - Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
  - Certificate of Deposit issued by FDIC insured bank for a term of \_\_\_ months
  - Corporate surety bond issued to Boone County
5. **Use of Security** – The Contractor hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Contractor under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Contractor authorizes County to cash the selected form of security contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Contractor. In the event Contractor fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to the *Time for Completion date listed in 3 above*, then County shall provide Contractor with written proof that the requirements of this Security Agreement are satisfied, and the *selected form of security in 4 above* can be released to Contractor. If no written proof has been provided to the financial institution issuing *the selected form of security in 4 above* that Contractor has complied with the requirements of this Agreement, however, then the financial institution shall, on *the Time for Completion date listed in 3 above*, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the *selected form of security in 4 above* to the account then-designated by the Boone County Treasurer. If the total sum of the *selected form of security in 4 above* is not used for completion of *improvements described in 2 above*, then the remaining balance shall be paid to Contractor within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Contractor will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Contractor does not deposit the additional monies with the County within ten (10) days, the Contractor shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Contractor's obligations under this Agreement.

8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in successors in assigned offices. The County and Contractor hereby accept this Agreement as a lawful and satisfactory Security Agreement.

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

ACKNOWLEDGED AND AGREED TO:

**CONTRACTOR:**

Emery Sapp & Sons, Inc.

By: BBS

Printed Name: BRIAN BURKS

Title: ASSISTANT VICE PRESIDENT

**BOONE COUNTY, MISSOURI:**


Department of Resource Management

  
Bill Florea, Director Resource Management

County Commission:

  
Daniel K. Atwill, Presiding Commissioner

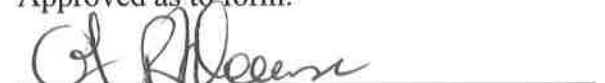
Attest:

  
Brianna L. Lennon, Boone County Clerk

County Treasurer

  
~~Tom Darrough~~ County Treasurer  
Christy Johnson

Approved as to form:

  
C.J. Dykhouse, County Counselor

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENT, that we,  
**Emery Sapp & Sons, Inc.**

2301 I-70 Drive NW, Columbia, MO 65202

as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company  
175 Berkeley Street, Boston, MA 02116

a Corporation, organized under the laws of the State of Massachusetts  
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are  
and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Boone County, in the  
amount of One Hundred Seventy-eight Thousand One Hundred Twenty-five and 00/100 Dollars,  
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,  
successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, owner/developer has requested acceptance of new roadway improvements for County  
maintenance from Boone County for the residential subdivision development project known as Oak Hill  
Estates Plat 1

and, as a condition of said acceptance request, Contractor has agreed to comply with the terms of the filed  
Construction Plans by Crockett Engineering Consultants LLC that were reviewed for compliance and  
authorized to proceed by Boone County on September 11, 2020, and the provisions of the Boone County,  
Missouri Roadway Regulations Chapter II Road, Bridge & Right Of Way Regulations, hereinafter referred  
to as the Roadway Regulations, both of which are by reference made a part hereof, and has agreed to  
remove and reconstruct any concrete roadway pavement identified by the Boone County Chief Engineer as  
damaged or defective and unacceptable for long-term durability, e.g., a failed epoxy crack repair, corner  
cracking, cracking caused by subgrade settlement or undermining, delamination, excessive surface  
defects, excessive joint spalling.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly  
and faithfully perform the roadway improvements in compliance with said Roadway Regulations, then this  
obligation shall be null and void; otherwise it shall remain in full force and effect. Boone County may, in the  
event of a default, exercise its options herein as against surety to complete any required work to comply  
with the Roadway Regulations within the time or within the manner as required by said regulations.

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

Whenever Contractor shall be, and declared by Boone County to be, in default under the Roadway  
Regulations, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the work required by the applicable Roadway Regulations in accordance with their terms and conditions, or
- 2) Obtain a bid for submission to Boone County for completing the work required by the Roadway Regulations in accordance with its terms and conditions, and upon determination by Boone County and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Boone County, and make available as work progresses sufficient funds to pay the cost of completion, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which the Boone County Commission approves an Order accepting the roads within Oak Hill Estates Plat 1 for County maintenance, or by the 31<sup>st</sup> day of January 2024, whichever is later.

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, MO on this 21<sup>st</sup> day of January, 2022.

Emery Sapp & Sons, Inc.  
(Contractor)

(SEAL)

BY: [Signature]  
TITLE: ASSISTANT VICE PRESIDENT

Liberty Mutual Insurance Company  
(Surety Company)

(SEAL)

BY: [Signature]  
Allison Madrid (Attorney-in-Fact)

BY: N/A  
(Missouri Representative)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of this bond).

Surety Contact Name: Matt Blaskiewicz

Phone Number: 314-543-4622

Address: 175 Berkeley Street

Boston, MA 02116



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8198110

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kris Copra, Louis A. Landwehr, Allison Madrid, Darla A. Veltrop

all of the city of Jefferson City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of December, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of December, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of January, 2022.



By: Renee C. Llewellyn, Assistant Secretary

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned


Term. 20 22

In the County Commission of said county, on the 3rd day of March 20 22

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

Now on this day, the County Commission of the County of Boone does hereby receive and accept the plat of Oak Hill Estates Plat 1 located in Sections 13 and 24, Township 47 North, Range 13 West. Iuvo Constructum, LLC, owner, David Butcher, Surveyor. It is further ordered the Presiding Commissioner is hereby authorized to sign said plat.

Done this 3rd day of March 2022.

ATTEST:  
  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner  
  
Justin Aldred  
District I Commissioner  
  
Janet M. Thompson  
District II Commissioner



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 22

In the County Commission of said county, on the 3rd day of March 20 22

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

Now on this day, the County Commission of the County of Boone does hereby accept the attached recommendation for roadway maintenance within Oak Hill Estates Plat 1.

Done this 3rd day of March 2022.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner



# Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER  
801 E. WALNUT ROOM 315  
COLUMBIA, MISSOURI 65201-7730  
PLANNING (573) 886-4330 \* INSPECTION (573) 886-4339 \* ENGINEERING (573) 886-4480  
FAX (573) 886-4340

BILL FLOREA, DIRECTOR

JEFF MCCANN, CHIEF ENGINEER

---

## MEMO

**DATE:** February 22, 2022  
**TO:** Boone County Commission  
**FROM:** Jeff McCann, P.E., Chief Engineer, Boone County Resource Management *jm*  
**RE:** Recommendation for Roadway Maintenance Acceptance  
Oak Hill Estates Plat 1

---

Commissioners,

Attached for your consideration for roadway maintenance acceptance are the New Roadway Construction Final Reports for the following roads within Oak Hill Estates Plat 1, Southwest Quarter of Section 13 and the Northwest Quarter of Section 24, Township 47 North, Range 13 West, Boone County Missouri:

- Brook Valley Drive – 2,202 Feet
- Lagos Drive – 3,703 Feet
- Hourglass Court – 439 Feet
- Monaco Court – 707 Feet
- Tampa Court – 479 Feet
- Lagos Court – 356 Feet

These roads were constructed by Emery Sapp & Sons, Inc. for Iuvo Constructum, LLC in accordance with the approved construction plans designed by Crockett Engineering Consultants LLC.

**NEW ROADWAY CONSTRUCTION  
FINAL REPORT**

Final Inspection Date: 2-16-2022

Date letter requesting acceptance received: 11-16-2021

Development Name: OAK HILL ESTATES

Roadway Name: BROOK VALLEY DRIVE

Sheet 1 of 6

(If more than one roadway, fill out a separate form for each road.)

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**DESCRIPTION AND CONDITIONS OF THE ROADWAY:**

Roadway Surface: CONCRETE

Roadway Width: 38'

(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width: N/A

Type of Material: N/A

Length of Roadway: 2,202'

ROW Width: 66'

Cul-de-sac Surface: N/A

Radius: \_\_\_\_\_

Sidewalks: Yes  No

Curb & Gutter: None  Rollback  Barrier

Comments: Plans Station 1+09.27 to 23+02.43, with temporary turnaround

*Jell McCame*

Chief Engineer's Signature

*2/22/22*

Date

**NEW ROADWAY CONSTRUCTION  
FINAL REPORT**

Final Inspection Date: 2-16-2022

Date letter requesting acceptance received: 11-16-2021

Development Name: OAK HILL ESTATES

Roadway Name: LAGOS DRIVE

Sheet 2 of 6

(If more than one roadway, fill out a separate form for each road.)

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---

**DESCRIPTION AND CONDITIONS OF THE ROADWAY:**

Roadway Surface: CONCRETE

Roadway Width: 30'

(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width: N/A

Type of Material: N/A

Length of Roadway: 3,703'

ROW Width: 50'

Cul-de-sac Surface: N/A

Radius:

Sidewalks: Yes  No

Curb & Gutter: None  Rollback  Barrier

Comments: Plans Station 1+05.82 to 38+09.25, with temporary turnaround.



Chief Engineer's Signature

2/22/22

Date

**NEW ROADWAY CONSTRUCTION  
FINAL REPORT**

Final Inspection Date: 2-16-2022

Date letter requesting acceptance received: 11-16-2021

Development Name: OAK HILL ESTATES

Roadway Name: HOURLASS COURT

Sheet 3 of 6

(If more than one roadway, fill out a separate form for each road.)

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---

**DESCRIPTION AND CONDITIONS OF THE ROADWAY:**

Roadway Surface: CONCRETE

Roadway Width: 30'

(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width: N/A

Type of Material: N/A

Length of Roadway: 439'

ROW Width: 50'

Cul-de-sac Surface: CONCRETE

Radius: 38'

Sidewalks: Yes  No

Curb & Gutter: None  Rollback  Barrier

Comments: Plans Station 1+00.00 to 5+39.41

*Jill McCann*

2/22/22

Chief Engineer's Signature

Date

**NEW ROADWAY CONSTRUCTION  
FINAL REPORT**

Final Inspection Date: 2-16-2022

Date letter requesting acceptance received: 11-16-2021

Development Name: OAK HILL ESTATES

Roadway Name: MONACO COURT

Sheet 4 of 6

(If more than one roadway, fill out a separate form for each road.)

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---

**DESCRIPTION AND CONDITIONS OF THE ROADWAY:**

Roadway Surface: CONCRETE

Roadway Width: 30'

(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width: N/A

Type of Material: N/A

Length of Roadway: 707'

ROW Width: 50'

Cul-de-sac Surface: CONCRETE

Radius: 38'

Sidewalks: Yes  No

Curb & Gutter: None  Rollback  Barrier

Comments: Plans Station 1+00.00 to 8+06.81



Chief Engineer's Signature

2/22/22

Date

**NEW ROADWAY CONSTRUCTION  
FINAL REPORT**

Final Inspection Date: 2-16-2022

Date letter requesting acceptance received: 11-16-2021

Development Name: OAK HILL ESTATES

Roadway Name: TAMPA COURT

Sheet 5 of 6

(If more than one roadway, fill out a separate form for each road.)

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**DESCRIPTION AND CONDITIONS OF THE ROADWAY:**

Roadway Surface: CONCRETE

Roadway Width: 30'

(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width: N/A

Type of Material: N/A

Length of Roadway: 479'

ROW Width: 50'

Cul-de-sac Surface: CONCRETE

Radius: 38'

Sidewalks: Yes  No

Curb & Gutter: None  Rollback  Barrier

Comments: Plans Station 1+00.00 to 5+78.82

*Jell McCarroll*

Chief Engineer's Signature

*2/22/22*

Date



**NEW ROADWAY CONSTRUCTION  
FINAL REPORT**

Final Inspection Date: 2-16-2022

Date letter requesting acceptance received: 11-16-2021

Development Name: OAK HILL ESTATES

Roadway Name: LAGOS COURT

Sheet 6 of 6

(If more than one roadway, fill out a separate form for each road.)

---

---

**DESCRIPTION AND CONDITIONS OF THE ROADWAY:**

Roadway Surface: CONCRETE

Roadway Width: 30'

(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width: N/A

Type of Material: N/A

Length of Roadway: 356'

ROW Width: 50'

Cul-de-sac Surface: CONCRETE

Radius: 38'

Sidewalks: Yes  No

Curb & Gutter: None  Rollback  Barrier

Comments: Plans Station 38+09.25 to 41+65.57

*Jell McCann*

*2/22/22*

Chief Engineer's Signature

Date

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 2022


In the County Commission of said county, on the 3rd day of March 20 22

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


Now on this day, the County Commission of the County of Boone takes up the issue of the evaluating County Commission district boundaries for the northern and southern districts in Boone County as a result of the 2020 decennial census. Upon the evaluation of census data by Boone County Clerk Brianna Lennon, the Commission has determined that no adjustments of the existing district boundaries are required as the population of the existing districts are within 5% of an exact 50/50 split of county population. The 2020 population figures are as follows:

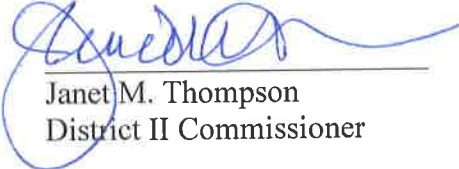
Commission District	2020 Decennial Census Total Population	Percentage variance difference from an exact 50-50 split
1	94709	3.0662345%
2	88901	3.2665549%

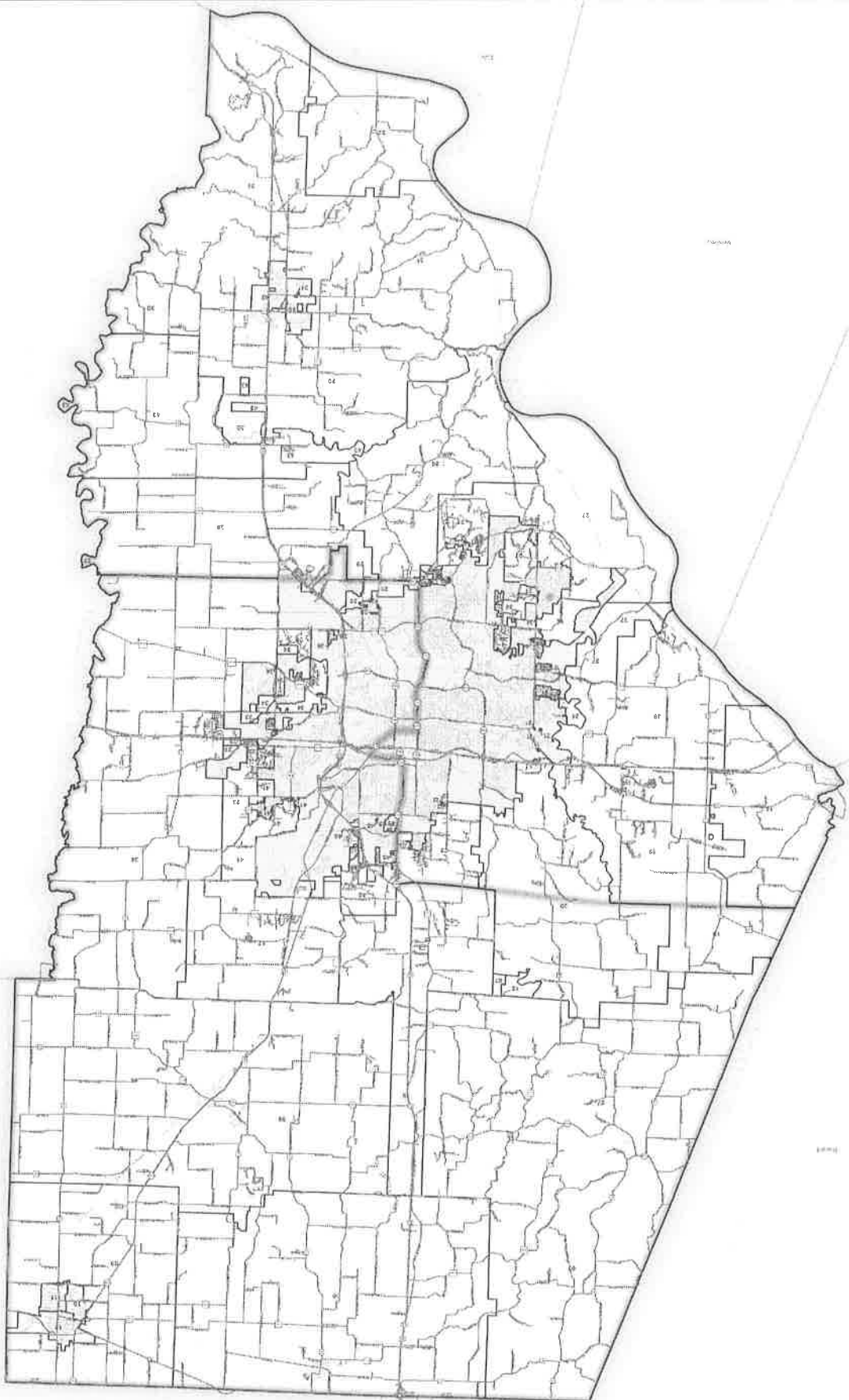
Done this 3rd day of March 2022.

ATTEST:  
  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner



Boone County MO  
 30th Commission District  
 District 30  
 District 29  
 District 28  
 District 27  
 District 26  
 District 25  
 District 24  
 District 23  
 District 22  
 District 21  
 District 20  
 District 19  
 District 18  
 District 17  
 District 16  
 District 15  
 District 14  
 District 13  
 District 12  
 District 11  
 District 10  
 District 9  
 District 8  
 District 7  
 District 6  
 District 5  
 District 4  
 District 3  
 District 2  
 District 1



- Boone County MO  
 Commission Districts
- Commission District Boundary
  - Water Body
  - Interstate
  - Major Road
  - County Road
  - City Road
  - Unimproved Road
  - Railroad
  - Water Body
  - City Road
  - County Road
  - Unimproved Road
  - Railroad

**Boone County Commission Districts**

Prepared by: [Name]  
 Date: [Date]















# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 22


In the County Commission of said county, on the 3rd day of March 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve and accept the attached 2021 Department of Homeland Security sub-awards.

Done this 3rd day of March 2022.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner



PO Box 140  
Ashland, MO 65010

**SUBAWARD AGREEMENT**

DATE February 20, 2022	
FEDERAL IDENTIFICATION NUMBER EMW-2021-SS-00038-07	OHS CONTROL NUMBER 04

SUBRECIPIENT NAME Boone County, Emergency Management Agency		DUNS NUMBER 073755977	
ADDRESS 2145 County Drive			
CITY Columbia		STATE MO	ZIP CODE 65202
TOTAL AMOUNT OF THE FEDERAL AWARD \$4,668.00		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$4,668.00	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$4,668.00		TOTAL APPROVED COST SHARING OR MATCHING 0.00	
PROJECT PERIOD FROM 09/01/2021	PROJECT PERIOD TO 08/31/2023	FEDERAL AWARD DATE 09/01/2021	
PROJECT TITLE Boone County EMA IST Satellite Internet/Phone Service		FUNDED BY FY21 State Homeland Security Grant Program	
FEDERAL AWARDOING AGENCY Department of Homeland Security	PASS THROUGH ENTITY MO Department of Public Safety/Office of Homeland Security	IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.067		METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement	

**CONTACT INFORMATION**

OHS GRANT SPECIALIST		SUBRECIPIENT PROJECT DIRECTOR	
NAME David Bock		NAME Della Luster	
E-MAIL ADDRESS davidbock@midmorpc.org		ADDRESS (If different from above)	
TELEPHONE 573-657-9779		CITY, STATE AND ZIP CODE	
PROGRAM MANAGER Joni McCarter	TELEPHONE 573-554-7907	E-MAIL ADDRESS dluster@boonecountymmo.org	

SUMMARY DESCRIPTION OF PROJECT  
Sustain and strengthen the resiliency of operations communications and ensures redundancy for enhanced public safety by providing satellite internet/phone service to the IST trailer.

**AWARDING AGENCY APPROVAL**

**SUBRECIPIENT AUTHORIZED OFFICIAL**

TYPED NAME AND TITLE OF DPS OFFICIAL David Bock, Executive Director		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Daniel Atwill, Presiding Commissioner	
SIGNATURE OF APPROVING DPS OFFICIAL 	DATE 3-14-22	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL 	DATE 3/3/22

**THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.**



GRANT PROGRAM FY21 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2021-SS-00038-07-04	DATE February 20, 2022
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

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Article XI	SAFECOM
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AUTHORIZED OFFICIAL INITIALS



GRANT PROGRAM FY21 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2021-SS-00038-07-04	DATE February 20, 2022

**SUBAWARD AGREEMENT**  
**ARTICLES OF AGREEMENT**

**Article I – Summary Description of Award**

The purpose of the FY 2021 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

**Article II – Procurement of Recovered Materials**

Subrecipients must comply with section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Article III – Whistleblower Protection Act**

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

**Article IV - Use of DHS Seal, Logo and Flags**

Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**Article V - USA Patriot Act of 2001**

Subrecipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

**Article VI – Universal Identifier and System of Award Management**

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

**Article VII – Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions

AUTHORIZED OFFICIAL INITIALS  


GRANT PROGRAM FY21 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2021-SS-00038-07-04	DATE February 20, 2022
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

**Article VIII – Rehabilitation Act of 1973**

Subrecipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**Article IX – Trafficking Victims Protection Act of 2000 (TVPA)**

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) (codified as amended by 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

**Article X – Terrorist Financing**

Subrecipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the subrecipients to ensure compliance with the Order and laws.

**Article XI – SAFECOM**

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**Article XII – Reporting Subawards and Executive Compensation**

Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F. R. Part 170, Appendix A, the full text of which is incorporated here by the reference in the award terms and conditions.

**Article XIII – Debarment and Suspension**

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities.

**Article XIV - Copyright**

Subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U. S. Government sponsorship (including award number) to any work first produced under federal financial assistance awards.

<b>AUTHORIZED OFFICIAL INITIALS</b>

GRANT PROGRAM FY21 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2021-SS-00038-07-04	DATE February 20, 2022
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

**Article XV – Civil Rights Act of 1964 - Title VI**

Subrecipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

**Article XVI – Best Practices for Collection and Use of Personally Identifiable Information (PII)**

Subrecipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

**Article XVII – Americans with Disabilities Act of 1990**

Subrecipients must comply with the requirements of Titles, I, II and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended 42 U.S.C. §§ 12101-12231), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

**Article XVIII – Age Discrimination Act of 1975**

Subrecipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

**Article XIX - Activities Conducted Abroad**

Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**Article XX – Acknowledgement of Federal Funding from DHS**

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

**Article XXI – Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

AUTHORIZED OFFICIAL INITIALS





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DHS/OHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2 Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

**Article XXII – Patents and Intellectual Property Rights**

Subrecipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 et seq., unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

**Article XXIII – Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.

**Article XXIV - Non-Supplanting Requirement**

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

**Article XXV – Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS/OHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS/OHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS/OHS programs.

**Article XXVI – National Environmental Policy Act**

Subrecipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 43 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**Article XXVII - Lobbying Prohibitions**

Subrecipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to the federal award or contract, including any extension, continuation, renewal, amendment, or modification.

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**Article XXVIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Subrecipients must comply with the *Title V of the Civil Rights Act of 1964* (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://jwww.lep.gov>.

**Article XXIX - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974* (codified as amended at 15 U.S.C. § 2225).

**Article XXX - Fly America Act of 1974**

Subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**Article XXXI – Federal Leadership on Reducing Text Messaging while Driving**

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

**Article XXXII - Federal Debt Status**

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

**Article XXXIII - False Claims Act and Program Fraud Civil Remedies**

Subrecipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

**Article XXXIV - Energy Policy and Conservation Act**

Subrecipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

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**Article XXXV – Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX**  
Subrecipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

**Article XXXVI - Duplication of Benefits**  
Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

**Article XXXVII - Drug-Free Workplace Regulations**  
Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).

**Article XXXVIII - Civil Rights Act of 1968**  
Subrecipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

**Article XXXIX – Disposition of Equipment Acquired Under the Federal Award**  
When original or replacement equipment acquired under this award by the subrecipient or its sub-subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313. See Article XLII, number 4.

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**Article XL – DHS/OHS Specific Acknowledgements and Assurances**

All subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities and staff.

1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS/OHS.
2. Subrecipients must give DHS/OHS access to, and the right to examine and copy, records, accounts and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipients must submit timely, complete and accurate reports to the appropriate DHS/OHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS/OHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrating Agencies, thirty (30) days from receipt of the *DHS Civil Rights Evaluation Tool* from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identified steps and a timeline for completing the tool. Subrecipients should request extension by emailing the request to [civilrightsevaluation@hq.dhs.gov](mailto:civilrightsevaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

**Article XLI – Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funding activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding required subrecipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at:

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<https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Project Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project, otherwise DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

**Article XLII – Office of Homeland Security, Specific**

By accepting this award, the subrecipient agrees:


1. To participate in the development and submission of their Threat and Hazard Identification and Risk Assessment (THIRA).
2. To utilize standard resource management concepts, such as typing inventoring, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.
3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by OHS, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
6. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
  - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.

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- b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to OHS for review or be readily available for review prior to execution of the contract.
7. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the OHS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
  8. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
  9. To follow the grant program guidelines as stated in the OHS *Administrative Guide for Homeland Security Grants*, as well as the Information Bulletins released by OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
  10. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.
  11. In the event OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
  12. Prior written approval from OHS is required prior to making any change to the OHS approved budget for this award.
  13. To submit Grant Status Reports to OHS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to OHS within 45 days after the end of the project period.
  14. All items that meet the OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
  15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the OHS prior to the start of any project.

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16. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.
17. The purchase of any generator requires prior approval from the OHS, documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
18. Purchases from a single feasible source must have prior approval from the OHS.
19. Subrecipient is required to complete the 2021 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2021 NCSR will be open October 1, 2021 and must be completed by each subrecipient no later than December 31, 2021.
20. Subrecipients that contract with and utilize WebEOC Emergency Management Software – Juvare, must fully fuse and maintain an active connection with Missouri’s State Emergency Management Agency (SEMA). This setup will allow for a more efficient resource response to Missouri communities during an emergency incident as well as allow emergency personnel to monitor events that may impact their community during an extended event. Fusion of other WebEOC accounts in Missouri will also assist in streamlining resource requests by reducing redundant entry in a local WebEOC account and then once again in the Missouri WebEOC account should the request not be able to be filled locally. Redundant data entry during an emergency can lead to time loss, data entry errors and omission of important details. This required setup will also allow SEMA Emergency Service Function (ESF) partners to monitor the use of resources throughout the state for Mutual aid needs.

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**Article XLIV – (Agency Specific Special Conditions)**

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PO Box 140  
Ashland, MO 65010

**SUBAWARD AGREEMENT**

SUBRECIPIENT NAME Boone County, Emergency Management Agency		DATE February 20, 2022	
ADDRESS 2145 County Drive		FEDERAL IDENTIFICATION NUMBER EMW-2021-SS-00038-07	OHS CONTROL NUMBER 07
CITY Columbia		STATE MO	ZIP CODE 65202
TOTAL AMOUNT OF THE FEDERAL AWARD \$550.00		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$550.00	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$550.00		TOTAL APPROVED COST SHARING OR MATCHING 0.00	
PROJECT PERIOD FROM 09/01/2021	PROJECT PERIOD TO 08/31/2023	FEDERAL AWARD DATE 09/01/2021	
PROJECT TITLE Boone County EMA Generator Load Testing		FUNDED BY FY21 State Homeland Security Grant Program	
FEDERAL AWARDOING AGENCY Department of Homeland Security	PASS THROUGH ENTITY MO Department of Public Safety/Office of Homeland Security	IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.067		METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement	

**CONTACT INFORMATION**

OHS GRANT SPECIALIST	SUBRECIPIENT PROJECT DIRECTOR	
NAME David Bock	NAME Della Luster	
E-MAIL ADDRESS davidbock@midmorpc.org	ADDRESS (If different from above)	
TELEPHONE 573-657-9779	CITY, STATE AND ZIP CODE	
PROGRAM MANAGER Joni McCarter	TELEPHONE 573-554-7907	E-MAIL ADDRESS dluster@boonecountymmo.org

SUMMARY DESCRIPTION OF PROJECT

Annual load testing of large towable power electrical generators is necessary to ensure operations when needed for backup power supply, operational emergency communications.  
We have two generators, an 80 kva and a 75 kva.

**AWARDING AGENCY APPROVAL**

**SUBRECIPIENT AUTHORIZED OFFICIAL**

TYPED NAME AND TITLE OF DPS OFFICIAL David Bock, Executive Director		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Daniel Atwill, Presiding Commissioner	
SIGNATURE OF APPROVING DPS OFFICIAL <i>David Bock</i>	DATE 3-14-22	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL <i>Daniel Atwill</i>	DATE 3/3/2022

**THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.**





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**Article I – Summary Description of Award**

The purpose of the FY 2021 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

**Article II – Procurement of Recovered Materials**

Subrecipients must comply with section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Article III – Whistleblower Protection Act**

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

**Article IV - Use of DHS Seal, Logo and Flags**

Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**Article V - USA Patriot Act of 2001**


Subrecipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

**Article VI – Universal Identifier and System of Award Management**

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

**Article VII – Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions

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#### **Article VIII – Rehabilitation Act of 1973**

Subrecipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

#### **Article IX – Trafficking Victims Protection Act of 2000 (TVPA)**

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) (codified as amended by 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

#### **Article X – Terrorist Financing**

Subrecipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the subrecipients to ensure compliance with the Order and laws.

#### **Article XI – SAFECOM**

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **Article XII – Reporting Subawards and Executive Compensation**

Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F. R. Part 170, Appendix A, the full text of which is incorporated here by the reference in the award terms and conditions.

#### **Article XIII – Debarment and Suspension**

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities.

#### **Article XIV - Copyright**

Subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U. S. Government sponsorship (including award number) to any work first produced under federal financial assistance awards.

AUTHORIZED OFFICIAL INITIALS

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## SUBAWARD AGREEMENT

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#### **Article XV – Civil Rights Act of 1964 - Title VI**

Subrecipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

#### **Article XVI – Best Practices for Collection and Use of Personally Identifiable Information (PII)**

Subrecipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

#### **Article XVII – Americans with Disabilities Act of 1990**

Subrecipients must comply with the requirements of Titles, I, II and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended 42 U.S.C. §§ 12101-12231), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

#### **Article XVIII – Age Discrimination Act of 1975**

Subrecipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

#### **Article XIX - Activities Conducted Abroad**

Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### **Article XX – Acknowledgement of Federal Funding from DHS**

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

#### **Article XXI – Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

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DHS/OHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2 Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

#### **Article XXII – Patents and Intellectual Property Rights**

Subrecipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 et seq., unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

#### **Article XXIII – Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.

#### **Article XXIV - Non-Supplanting Requirement**

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

#### **Article XXV – Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS/OHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS/OHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS/OHS programs.

#### **Article XXVI – National Environmental Policy Act**

Subrecipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 43 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

#### **Article XXVII - Lobbying Prohibitions**

Subrecipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to the federal award or contract, including any extension, continuation, renewal, amendment, or modification.

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**Article XXVIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Subrecipients must comply with the *Title V of the Civil Rights Act of 1964* (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://jwww.lep.gov>.

**Article XXIX - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974* (codified as amended at 15 U.S.C. § 2225).

**Article XXX - Fly America Act of 1974**

Subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**Article XXXI – Federal Leadership on Reducing Text Messaging while Driving**

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

**Article XXXII - Federal Debt Status**

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

**Article XXXIII - False Claims Act and Program Fraud Civil Remedies**

Subrecipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

**Article XXXIV - Energy Policy and Conservation Act**

Subrecipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

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**Article XXXV – Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX**

Subrecipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

**Article XXXVI - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

**Article XXXVII - Drug-Free Workplace Regulations**

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).

**Article XXXVIII - Civil Rights Act of 1968**

Subrecipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

**Article XXXIX – Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the subrecipient or its sub-subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313. See Article XLII, number 4.

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**Article XL – DHS/OHS Specific Acknowledgements and Assurances**

All subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities and staff.

1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS/OHS.
2. Subrecipients must give DHS/OHS access to, and the right to examine and copy, records, accounts and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipients must submit timely, complete and accurate reports to the appropriate DHS/OHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS/OHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrating Agencies, thirty (30) days from receipt of the *DHS Civil Rights Evaluation Tool* from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identified steps and a timeline for completing the tool. Subrecipients should request extension by emailing the request to [civilrightsevaluation@hq.dhs.gov](mailto:civilrightsevaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

**Article XLI – Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funding activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding required subrecipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at:

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<https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Project Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project, otherwise DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

#### **Article XLII – Office of Homeland Security, Specific**

By accepting this award, the subrecipient agrees:

1. To participate in the development and submission of their Threat and Hazard Identification and Risk Assessment (THIRA).
2. To utilize standard resource management concepts, such as typing inventorying, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.
3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by OHS, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
6. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
  - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.

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- b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to OHS for review or be readily available for review prior to execution of the contract.
- 7. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the OHS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
- 8. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
- 9. To follow the grant program guidelines as stated in the *OHS Administrative Guide for Homeland Security Grants*, as well as the Information Bulletins released by OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
- 10. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.
- 11. In the event OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
- 12. Prior written approval from OHS is required prior to making any change to the OHS approved budget for this award.
- 13. To submit Grant Status Reports to OHS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to OHS within 45 days after the end of the project period.
- 14. All items that meet the OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
- 15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the OHS prior to the start of any project.

AUTHORIZED OFFICIAL INITIALS

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16. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.
17. The purchase of any generator requires prior approval from the OHS, documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
18. Purchases from a single feasible source must have prior approval from the OHS.
19. Subrecipient is required to complete the 2021 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2021 NCSR will be open October 1, 2021 and must be completed by each subrecipient no later than December 31, 2021.
20. Subrecipients that contract with and utilize WebEOC Emergency Management Software – Juvare, must fully fuse and maintain an active connection with Missouri’s State Emergency Management Agency (SEMA). This setup will allow for a more efficient resource response to Missouri communities during an emergency incident as well as allow emergency personnel to monitor events that may impact their community during an extended event. Fusion of other WebEOC accounts in Missouri will also assist in streamlining resource requests by reducing redundant entry in a local WebEOC account and then once again in the Missouri WebEOC account should the request not be able to be filled locally. Redundant data entry during an emergency can lead to time loss, data entry errors and omission of important details. This required setup will also allow SEMA Emergency Service Function (ESF) partners to monitor the use of resources throughout the state for Mutual aid needs.

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**Article XLIII - Special Conditions**

**Article XLIV – (Agency Specific Special Conditions)**

**AUTHORIZED OFFICIAL INITIALS**  




87 -2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 22

In the County Commission of said county, on the 3rd day of March 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Cooperative Agreement between Boone County and Special Olympics Missouri, Inc. in support of the Missouri Special Olympics Games 2022.

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

Done this 3rd day of March 2022.

ATTEST:

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

*Daniel K. Atwill*  
Daniel K. Atwill  
Presiding Commissioner  
*Justin Aldred*  
Justin Aldred  
District I Commissioner  
*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner



## AGREEMENT

THIS AGREEMENT made and entered in this 14 day of February, 2022, by and between **Boone County, Missouri**, a political subdivision of the State of Missouri, (herein County), and **Special Olympics Missouri, Inc.**, a Missouri non-profit corporation (herein Special Olympics).

WHEREAS, County desires to engage in promotion of Boone County to support economic growth and development as authorized under RSMo Sec. 67.303; and

WHEREAS, Special Olympics, in hosting the state summer games within Boone County, Missouri, is providing an excellent opportunity to promote Boone County to the attendees of the games; and

WHEREAS, Special Olympics activities planned within Boone County in 2022 will provide a large, economic impact Boone County; and

THEREFORE, in consideration of mutual agreements contained herein, the parties agree as follows:

1. For the purposes of promoting the economic growth and development of Boone County, Missouri, as well as the health and physical fitness of Boone County citizens eligible to participate in the Special Olympics, the county hereby agrees to pay Special Olympics the sum of Ten Thousand Dollars (\$10,000.00) in support of the Missouri Special Olympics Games 2022.
2. In consideration of payment of the aforesaid sum, the Special Olympics agrees to hold the 2022 summer games within Boone County, Missouri, and to promote Boone County, Missouri for the sponsorship of the games. Boone County acknowledges that although Special Olympics intends to hold its summer games in Boone County and will

promote Boone County as a sponsor of such games, Special Olympics may, in its sole discretion, cancel the 2022 summer games because of restrictions due to COVID or another disease, adverse weather to hold outdoor events (rain) or another force majeure event. Such cancellation of the summer games by Special Olympics shall not require Special Olympics to refund the \$10,000 payment to Boone County. For purposes of this Agreement, a force majeure event is defined as those events or circumstances that are beyond the control of the parties, such as war, strike, riot, crime, epidemic, tornado, flood, lightning or other act of God.


IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their properly-authorized officials on the day and year first above written,

[Signatures follow on next page.]

**Special Olympics Missouri, Inc.**

**Boone County, Missouri**

By:

  
\_\_\_\_\_  
Jeff Byker, Acting President

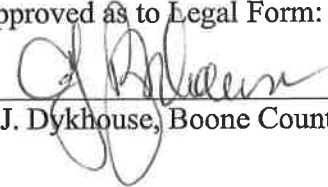
By:

  
\_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Brianna L. Lennon, Boone County Clerk

Approved as to Legal Form:

  
\_\_\_\_\_  
C.J. Dykhouse, Boone County Counselor

**Auditor Certification:**

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

 *1510-84200*  
\_\_\_\_\_  
June E. Pitchford, Auditor *2-23-2022*  
Date