

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 25th day of September 20 14

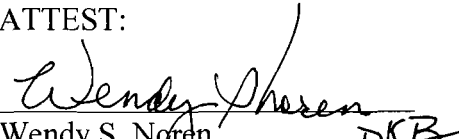
the following, among other proceedings, were had, viz:

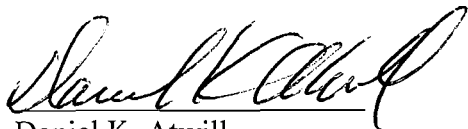
Now on this day the County Commission of the County of Boone does hereby approve Sole Source Contract 115-123115SS to use Infor Public Sector, Inc of Tampa, Florida to upgrade the existing SQL CAD (Computer-Aided Dispatch) System.

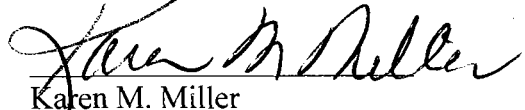
The terms of the Sole Source Contract are stipulated in the attached Contract Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Agreement.

Done this 25th day of September, 2014

ATTEST:


Wendy S. Noren *DKB*
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner

ABSENT
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



613 E. Ash, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: September 16, 2014
RE: 1st Reading - Sole Source Approval – 115-123115SS – Upgrade to SQL CAD (Computer-Aided Dispatch)

Attached is a Sole Source Request Form from Boone County Public Safety Joint Communications to use Infor Public Sector, Inc. (Enroute) of Tampa, Florida as the sole provider to upgrade our existing SQL CAD (Computer-Aided Dispatch) System.

The CAD system assists Emergency Telecommunicators to initiate public safety calls for service, dispatch emergency responders and maintain status of emergency responder resources in the field.

The initial system was purchased in 1993 as a competitive bid by the City of Columbia. There have been several upgrades over the years that were sole source purchases at the City. An upgrade to the existing CAD system with the current vendor offers substantial cost savings versus purchasing a new system while ensuring existing interfaces, features and functionality, preserving historical data and enhancing the system.

The intent to purchase as sole source was advertised in the Missourian and Tribune on September 18, 2014.

ATT Sole Source Request

cc: Joe Piper, Joint Communications
Sole Source File

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



613 E. Ash, Rm 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

SOLE SOURCE/NO SUBSTITUTE FACT SHEET

Originating Office & Dept. #	Joint Communications (911) #2701
Person Requesting	Joe Piper
Date Requested	9-15-2014
Contact Phone Number	874-7626

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL: Melinda Bobbitt Signature 9-17-14 Date

SOLE SOURCE NUMBER: 115-12311555
(Assigned by Purchasing)

COMMISSION APPROVAL: [Signature] Signature 9-25-14 Date

Expiration Date: 20 through 12/31 2015 One Time Purchase (check)

Vendor Name Infor Public Sector, Inc. (Enroute)

Vendor Address 3501 E Frontage Rd., Suite 350, Tampa, FL 33607

Vendor Phone and Fax Tel: 813-207-6911, Fax: 678-393-5395

Product Description SQL CAD (Computer-Aided Dispatch) Upgrade

Estimated Cost 352,000.00 (estimate does not include equipment)

Department/Account Number(s) Invoices Will Be Paid Boone County Public Safety Joint Communications

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

- Please check the reason(s) for this sole request:
 - Only Known Source-Similar equipment or material not available from another vendor
 - Equipment or materials must be compatible with existing Equipment
 - Immediate purchase necessary to correct situation threatening life/property
 - Lease Purchase - Exercise purchase option on lease
 - Medical device or supply specified by physician
 - Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)

Other - List (attach additional sheets if necessary)

2. Briefly describe the commodity/material you are requesting and its function.

The CAD system assists Emergency Telecommunicators to initiate public safety calls for service, dispatch emergency responders and maintain status of emergency responder resources in the field.

3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.

The department currently uses this vendor's CAD system (since 1993). An upgrade to the existing CAD system with the current vendor offers substantial cost savings while ensuring existing interfaces, features and functionality, preserving historical data and enhancing the system.

4. What research has been done to verify this vendor as the only known source?

Vendor provided an on-site demonstration of the product. Dispatch, IT, and user agency personnel attended the demonstration to ensure current functionality and future enhancements. Comments were all favorable.

Department staff attended the 2014 APCO (Association of Public Safety Communications Officials) Conference – this conference hosts one of the industry's largest CAD vendor exhibit halls. Staff visited (14) well known top-tier CAD vendors and no one demonstrated a product with capabilities substantially superior to warrant a significant financial investment over an upgrade to the existing system.

Product was vetted by the County's 9-1-1 Consultant, Mission Critical Partners, and is recommended by same.

5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?

Yes (please attach a list of known sources)

No

6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.

Yes. The upgrade must maintain a number of interfaces currently used by the department and emergency response agencies.

7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?

N/A

8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).

Original system purchased in 1993 as part of a competitive bid. There have been several upgrades to the system over the years that have all been sole source purchases.

9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other) Please provide document numbers.

See answer to item #8

10. What are the consequences of not securing this specific commodity/material?

Significant additional cost associated with new interfaces, staff training time, and data conversions; Extended implementation time and possible loss of current features and functionality.

11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).

N/A

11. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?

Sole source approval is necessary for the lifespan of the system software. The last one-time purchase occurred in 1993.

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash St.-Rm 110
Columbia, MO 65201
Phone (573) 886-4391
Fax (573) 886-4390

To: Susan Richison (884-0003)
twitchells@missouri.edu

From: Melinda Bobbitt, Director of Purchasing

RE: Advertisement for Sole Source Purchase

Date: September 16, 2014

The following is a sole source purchase advertisement. Please call if you have any questions.

NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE

Boone County believes there is only a single feasible source from which to purchase the following and intends to make a single feasible source purchase unless viable competition is established. Please contact the Boone County Purchasing Department if you can supply the following:

Upgrade to SQL CAD (Computer-Aided Dispatch) System with Infor Public Sector, Inc (Enroute) of Tampa, Florida for Boone County Joint Communications

To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by **1:30 p.m. on Thursday, September 25, 2014**. Boone County Purchasing Department, 613 E. Ash, Columbia, MO 65201.

Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymmo.org.

Melinda Bobbitt, CPPO
Director, Boone County Purchasing

Insertion date: Wednesday, September 17, 2014
COLUMBIA MISSOURIAN

Page : 1 of 1 09/16/2014 09:19:19
Order Number : 30989853
PO Number :
Customer : L8864390 Boone Co. Purchasing
Contact :
Address1 : 613 East Ash
Address2 :
City St Zip : Columbia MO 65201
Phone : (573) 886-4392
Fax : (573) 886-4390
Credit Card :
Printed By : Richison, Susan
Entered By : Richison, Susan
Keywords : SQL CAD (Computer-Aided Dispatch) System
Notes :
Zones :

Ad Number : 31000820
Ad Key : 30989853
Salesperson : 67 - Legal Acct
Publication : Columbia Missourian
Section : Classified Section
Sub Section : Classified Section
Category : Legal Notices 1300
Dates Run : 09/17/2014-09/17/2014
Days : 1
Size : 1 x 2.90, 29 lines
Words : 139
Ad Rate : Open
Ad Price : 18.85
Amount Paid : 0.00
Amount Due : 18.85

**NOTICE OF INTENT TO MAKE SINGLE
FEASIBLE SOURCE PURCHASE**

Boone County believes there is only a single feasible source from which to purchase the following and intends to make a single feasible source purchase unless viable competition is established. Please contact the Boone County Purchasing Department if you can supply the following:

Upgrade to SQL CAD (Computer-Aided Dispatch) System with Infor Public Sector, Inc (Enroute) of Tampa, Florida for Boone County Joint Communications

To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by 1:30 p.m. on Thursday, September 25, 2014. Boone County Purchasing Department, 613 E. Ash, Columbia, MO 65201.

Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymo.org.

Melinda Bobbitt, CPPO
Director, Boone County Purchasing
Insertion date: Wednesday, September 17, 2014

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash St.-Rm 110
Columbia, MO 65201
Phone (573) 886-4391
Fax (573) 886-4390

To: Ruby Wheeler
rwheeler@tribmail.com

From: Melinda Bobbitt, Director of Purchasing

RE: Advertisement for Sole Source Purchase

Date: September 16, 2014

The following is a sole source purchase advertisement. Please call if you have any questions.

NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE

Boone County believes there is only a single feasible source from which to purchase the following and intends to make a single feasible source purchase unless viable competition is established. Please contact the Boone County Purchasing Department if you can supply the following:

Upgrade to SQL CAD (Computer-Aided Dispatch) System with Infor Public Sector, Inc (Enroute) of Tampa, Florida for Boone County Joint Communications

To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by 1:30 p.m. on Thursday, September 25, 2014. Boone County Purchasing Department, 613 E. Ash, Columbia, MO 65201.

Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymo.org.

Melinda Bobbitt, CPPO
Director, Boone County Purchasing

Insertion date: Wednesday, September 17, 2014
COLUMBIA TRIBUNE

Melinda Bobbitt - RE: Sole Source Advertisement for CAD System Upgrade

From: "Kuhler, Ruby" <rgkuhler@columbiatribune.com>
To: "Melinda Bobbitt" <MBobbitt@boonecountymo.org>
Date: 9/16/2014 9:30 AM
Subject: RE: Sole Source Advertisement for CAD System Upgrade
Attachments: 2016036.pdf

Melinda:

I have attached a copy of the notice as it would appear 9/17. Total cost is \$36.40.

Please review the attached proof closely and make the following notations:

- If changes are required, mark them clearly on the proof; either email changes or and fax to 815-1851
- If no changes are required, please email confirmation

CANCELLATION POLICY

Please be advised that if a legal notice is cancelled prior to publication, a \$35.00 production fee will be charged. Cancellations or changes made within the duration of the ad will be effective for the next available publication according to our deadlines (typically 72 – 96 hours prior to publication, depending on publication date). Cancellation instructions **MUST** be faxed to 573-815-1851. If you do not receive confirmation from us that the notice has been cancelled, it is your responsibility to follow up on the cancellation request by calling 573-815-1855. The Columbia Daily Tribune will not be liable for cancellation discrepancies if these procedures are not followed.

Thanks,

Ruby

Ruby Kuhler
Classified Advertising Manager
Columbia Daily Tribune / ColumbiaTribune.com PO Box 798, Columbia, MO 65205
Ph 573.815.1859
Fx 573.815.1851

TRIBUNE CLASSIFIEDS

The Market Leader

From: Melinda Bobbitt [mailto:MBobbitt@boonecountymo.org]
Sent: Tuesday, September 16, 2014 9:09 AM
To: Kuhler, Ruby
Subject: Sole Source Advertisement for CAD System Upgrade

**NOTICE OF INTENT TO MAKE
SINGLE FEASIBLE
SOURCE PURCHASE**

Boone County believes there is only a single feasible source from which to purchase the following and intends to make a single feasible source purchase unless viable competition is established. Please contact the Boone County Purchasing Department if you can supply the following:

Upgrade to SQL CAD (Computer-Aided Dispatch) System with Infor Public Sector, Inc (Enroute) of Tampa, Florida for Boone County Joint Communications

To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by 1:30 p.m. on Thursday, September 25, 2014. Boone County Purchasing Department, 613 E. Ash, Columbia, MO 65201.

Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail:

mbobbitt@boonecountymo.org

Melinda Bobbitt, CPPO
Director, Boone County Purchasing

INSERTION DATE: September 17,
2014

452-2014

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 25th day of September 20 14

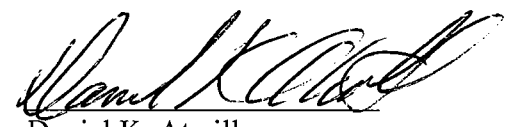
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby rescind Commission Order 417-2014, a Budget Revision approving a \$240,000 decrease in Emergency & Contingency and a \$240,000 increase in County Counselor Legal Services.

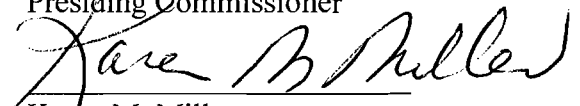
Done this 25th day of September, 2014.

ATTEST:

Wendy S. Noren
Wendy S. Noren *DKB*
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner

ABSENT

Janet M. Thompson
District II Commissioner

417-2014

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 2nd day of September 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for the County Counselor regarding pending federal litigation.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1123	86800	Emergency & Contingency	Emergency	240,000	
1126	71105	County Counselor	Legal Services		240,000

Done this 2nd day of September, 2014.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
District I Commissioner

Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 25th day of September 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve a Memorandum of Agreement between Boone County, Mid-Mo Regional Planning Commission and the Missouri State Emergency Management Agency (SEMA) regarding the update of the Boone County Hazard Mitigation Plan.

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

Done this 25th day of September, 2014.

ATTEST:

Wendy S. Noren
Wendy S. Noren DKB
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

ABSENT

Janet M. Thompson
District II Commissioner

EXHIBIT D
HAZARD MITIGATION PLAN
MEMORANDUM OF AGREEMENT
BY AND BETWEEN

THE CITY/VILLAGE COUNCILS of BOONE COUNTY, BOONE COUNTY
GOVERNMENT, the MID-MISSOURI REGIONAL PLANNING COMMISSION
and the MISSOURI STATE EMERGENCY MANAGEMENT AGENCY

THIS AGREEMENT, entered into this 25 day of SEPTEMBER, 2014, by and between Boone County Government and the City/Villages of Boone County hereinafter referred to as the "County" and Mid-Missouri Regional Planning Commission with principal offices located in Ashland, Missouri, hereinafter referred to as the "CONSULTANT," and the Missouri State Emergency Management Agency, hereinafter referred to as "SEMA", witnesses that:

WHEREAS, officials of the County and the City/Villages have expressed a desire to have professional assistance for the preparation of a Hazard Mitigation Plan for the Communities specified in the basic agreement to which this Exhibit D Memorandum of Agreement is attached herein; and,

WHEREAS, the CONSULTANT has the professional capability to provide such planning and technical assistance and has in its employ Planners-In-Charge who have been certified by the State of Missouri as being qualified to participate in and direct comprehensive planning projects consistent with the requirements of Title VII, Section 701, of the Housing Act of 1954, as amended; and,

WHEREAS, the Missouri State Emergency Management Agency, a recipient of federal grant funding, has offered to make available a portion of those federal funds to finance the preparation of a planning project being undertaken by the above parties, predicated upon this agreement by the **Consultant** specified above to provide the nonfederal grant match of at least 25 percent of the total price of the planning project as specified in the agreement between SEMA and the CONSULTANT specified above to which this exhibit D is included as an Addendum thereto;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties, hereto, and legally intending to be bound thereby, do covenant and agree for themselves and their respective successors and assigns as follows:

ARTICLE I

EMPLOYMENT AND DUTIES OF THE CONSULTANT

(a) In exchange for payment, the CONSULTANT hereby agrees to do, perform, and carry out, in a professional manner the work required, as set forth in the "Agreement" as defined by SEMA, in connection with the preparation of a Hazard Mitigation Plan for County and the City/Village specified therein. The CONSULTANT also hereby agrees to sign and process this Exhibit D Memorandum of Agreement in accordance with ARTICLE IV of this document.

(b) The CONSULTANT shall perform all of the necessary services required to be provided in connection with and respecting the following area herein called the "planning area": all of those incorporated lying within the boundaries of Dade County, as stated under the terms of the Agreement specified above. Progress reports, as required by the Agreement, shall be made monthly to SEMA and Boone County.

(c) The CONSULTANT shall furnish a professionally qualified person who shall be called the Planner-In-Charge. All of the services required hereunder shall be performed by the Planner-In-Charge, or under his immediate direction. The Planner-In-Charge shall furnish personal services and time in the amount necessary to accomplish effectively the research, creative development and writing, and graphic work proposed in SEMA's Agreement. The CONSULTANT shall secure at its own expense all personnel required to perform the services under this Agreement. Personnel performing or supervising the performance of engineering, architectural, legal or other similar professional services, which by Statute must meet State qualifications, shall be registered or licensed when so required. The Planner-In-Charge of the work program covered by this agreement shall be **Susan Galeota**. In the event the Planner-In-Charge of this project shall die or otherwise become unavailable for any cause, the CONSULTANT shall furnish another Planner-In-Charge.

(d) The work done by the CONSULTANT's staff and the Planner-In-Charge shall be under the supervision of the Executive Director of the CONSULTANT or such a qualified person as shall be designated by the CONSULTANT and with concurrence of the City/Village.

(e) The work accomplished by the CONSULTANT under this agreement shall be reviewed periodically by the County(City/Village). The approval, disapproval, or suggestions of the CONSULTANT shall be reported in writing to the County (City/Village) at such times as the communities of Boone County may request, or as deemed necessary by the County.

ARTICLE II

RESPONSIBILITIES OF THE COUNTY AND CITIES/VILLAGE

(a) The County agrees that the CONSULTANT must abide by the terms and conditions expressed in the Agreement specified above that are made between the CONSULTANT and SEMA. The County also hereby agrees to sign and process this Exhibit D Memorandum of Agreement in accordance with ARTICLE IV of this document.

(b) The County and the Cities/Villages agree to provide the non-federal cash match in the amount of **\$6,250.00** or a Payment-In-Kind non-cash match valued at the same amount necessary to qualify for this SEMA Agreement. If a partial or full Payment-In-Kind non-cash non-federal match is offered in lieu of a cash match, the County and Cities/Villages also agree to make available to the CONSULTANT, and to provide to SEMA on a monthly basis, paper copies of all time cards/sheets, vouchers, and other paperwork documenting hourly rates and the costs of labor expended on the project, as well as any receipts for any equipment, supplies or software purchased in direct support of the planning effort and applied to the local non-cash, non-federal match, and any other pertinent records and data on file that shall account for and document the non-federal match for the project Closeout Report in accordance with *SEMA's Hazard Mitigation Planning Grant Project Administrative Guidebook*, including OMB Circular A-87.

(c) The County and the Cities/Villages also agrees to make available to the CONSULTANT all maps, records and data on file that shall assist the CONSULTANT in the discharge of the services herein.

(d) The County and the Cities/Villages, its officials and employees shall cooperate with the CONSULTANT's staff in the discharge of their responsibilities under this agreement and shall be available for consultation with the CONSULTANT's staff at such reasonable periods as not to conflict with their own responsibilities.

(e) The County and/or the Cities/Villages agree that the services of their attorneys shall be used in interpreting for the County and the Cities/Villages and CONSULTANT any legal issues which may arise during the course of this agreement and that charges for the legal counsel shall be paid by the County and the Cities/Villages.

(f) The representatives of the County and the Cities and Villages, authorized by the County Commission and the Councils of the Cities/Villages to administer the terms and conditions of this Memorandum of Agreement, including authorization of any payments or provision of copies of records required to document a Payment-In-Kind non-cash match for this Agreement with SEMA, shall be the Mayors or Chairpersons of each community represented by the plan.

ARTICLE III

RESPONSIBILITIES OF THE STATE EMERGENCY MANAGEMENT AGENCY

In exchange for the nonfederal match provided by the County and the Cities/Villages, SEMA hereby agrees to provide federally funded payments to the CONSULTANT, in accordance with and under the terms and conditions of the basic

September 9, 2014

agreement to which this Exhibit D Memorandum of Agreement is attached herein, for the work performed by the CONSULTANT to prepare the Local Hazard Mitigation Plan.

(b) SEMA also hereby agrees to provide to each of the City/Village a copy of **SEMA's Hazard Mitigation Planning Grant Project Administrative Guidebook** upon request, including OMB Circular A-87, and to verify receipt of the required nonfederal match, including documentation if such match is made in a non-cash manner.

**ARTICLE IV
PROCESSING OF THIS EXHIBIT D**

SEMA hereby agrees to provide to the County three copies, with original SEMA signatures, of this Exhibit D Memorandum of Agreement for the affixing of the signature of the Mayors or Chairpersons of each community represented by the plan.

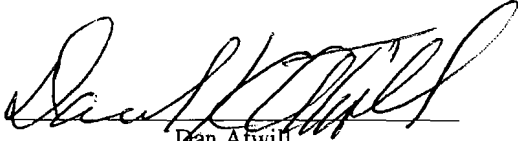
The County hereby agrees to obtain the Mayor's or Chairperson's signatures on all three copies of this Exhibit D Memorandum of Agreement and forward them to the CONSULTANT for further processing.

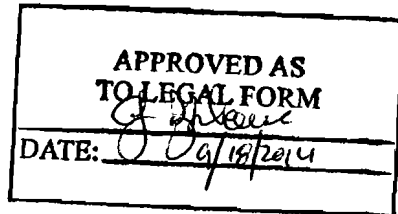
The CONSULTANT hereby agrees to sign all three copies of this Exhibit D Memorandum of Agreement, retain one file copy with all three original signatures, return one copy with all three original signatures to each of the County, and return the final copy to SEMA for its files.

SEMA hereby agrees to retain one file copy, with all three original signatures, of this Exhibit D Memorandum of Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

BOONE COUNTY COMMISSION

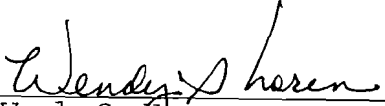
By 
Dan Atwill
Presiding Commissioner



MID-MISSOURI REGIONAL PLANNING COMMISSION

By _____
Edward Siegmund
Executive Director

ATTEST:


Wendy S. Noren *DKB*
Clerk of the County Commission

MISSOURI STATE EMERGENCY MANAGEMENT AGENCY

By _____
Ron Walker
SEMA Director



September 08, 2014

Mr. Dan Atwill
Boone County Presiding Commissioner
Boone County Government
801 E. Walnut
Columbia, Mo 65201-7733

Re: Boone County Hazard Mitigation Plan Update

Dear Presiding Commissioner Atwill:

Please find enclosed four (4) copies of the memorandum of agreement between Boone County, the Mid-Mo Regional Planning Commission, and the Missouri State Emergency Management Agency for your signature regarding the update of the *Boone County Hazard Mitigation Plan*.

The Missouri State Emergency Management Agency (SEMA) through the Missouri Association of Councils of Government (MACOG) contracts with Mid-Mo RPC for the update of the hazard mitigation plan. The agreement acknowledges the match requirement, and the intent of participation in the planning process. The projected cost for the plan preparation is \$25,000, with SEMA paying 75% (\$18,750), and the remaining 25% (\$6,250.00) being an in-kind match from local governments and stakeholders' participation in the planning process.

A "current and approved" local hazard mitigation plan is a FEMA eligibility requirement for pre-disaster mitigation grants and *the mitigation portion* of post-disaster grant funds (i.e. after a Presidential Disaster Declaration). The current *Boone County Hazard Mitigation Plan* was completed by the Mid-Mo RPC, and approved by the Federal Emergency Management Agency (FEMA) in 2009. The mitigation plans are scheduled to be updated every five years, with the Boone County plan scheduled to be approved by November 05, 2015. Our agreement stipulates the draft update to be completed by May 05, 2015.

Please sign all four copies and return to my attention. One executed original document will be returned to Boone County for your records. Should you require additional information, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Edward J. Siegmund". The signature is written in a cursive style.

Edward J. Siegmund
Executive Director

Have adopted resolution of participation	Government	Officials contacted by letter:			Planning Rep	Position
		Position	first name	last name		
	Boone County	Presiding Commissioner	Dan	Atwill		
✓	City of Ashland	Mayor	Gene	Rohrer	Josh Hawkins/ Lynn Woolford	City Administrator/ Police Chief
✓	City of Centralia	Mayor	Tim	Grenke	Matt Harline	City Administrator
✓	City of Hallsville	Mayor	Cheri	Reisch	Darren Maher	Alderman
no but it's a go	Village of Hartsburg	Mayor	Bob	Brown	Bob Brown	Mayor
✓	Village of Huntsdale	Mayor	Debby	Lancaster	Debby Lancaster	Mayor
no but it's a go	City of Sturgeon	Mayor	Gene	Kelly	Gene Kelly	Mayor
✓	Village of Harrisburg	Chair Bd of Trustees	Reggie	Wilhite	Reggie Wilhite	Chair, Board of Trustees
no - haven't heard back	City of Columbia	Mayor	Bob	McDavid		
		City Manager	Mike	Mathes		
		Planning	Tim	Teddy		
no - haven't heard back	City of Rocheport	Mayor	John	Zondca		

EXHIBIT D
HAZARD MITIGATION PLAN
MEMORANDUM OF AGREEMENT
BY AND BETWEEN

THE CITY/VILLAGE COUNCILS of BOONE COUNTY, BOONE COUNTY
GOVERNMENT, the MID-MISSOURI REGIONAL PLANNING COMMISSION
and the MISSOURI STATE EMERGENCY MANAGEMENT AGENCY

THIS AGREEMENT, entered into this ____ day of _____, 2014, by and between Boone County Government and the City/Villages of Boone County hereinafter referred to as the "County" and Mid-Missouri Regional Planning Commission with principal offices located in Ashland, Missouri, hereinafter referred to as the "CONSULTANT," and the Missouri State Emergency Management Agency, hereinafter referred to as "SEMA", witnesses that:

WHEREAS, officials of the County and the City/Villages have expressed a desire to have professional assistance for the preparation of a Hazard Mitigation Plan for the Communities specified in the basic agreement to which this Exhibit D Memorandum of Agreement is attached herein; and,

WHEREAS, the CONSULTANT has the professional capability to provide such planning and technical assistance and has in its employ Planners-In-Charge who have been certified by the State of Missouri as being qualified to participate in and direct comprehensive planning projects consistent with the requirements of Title VII, Section 701, of the Housing Act of 1954, as amended; and,

WHEREAS, the Missouri State Emergency Management Agency, a recipient of federal grant funding, has offered to make available a portion of those federal funds to finance the preparation of a planning project being undertaken by the above parties, predicated upon this agreement by the **Consultant** specified above to provide the nonfederal grant match of at least 25 percent of the total price of the planning project as specified in the agreement between SEMA and the CONSULTANT specified above to which this exhibit D is included as an Addendum thereto;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties, hereto, and legally intending to be bound thereby, do covenant and agree for themselves and their respective successors and assigns as follows:

ARTICLE I

EMPLOYMENT AND DUTIES OF THE CONSULTANT

(a) In exchange for payment, the CONSULTANT hereby agrees to do, perform, and carry out, in a professional manner the work required, as set forth in the "Agreement" as defined by SEMA, in connection with the preparation of a Hazard Mitigation Plan for County and the City/Village specified therein. The CONSULTANT also hereby agrees to sign and process this Exhibit D Memorandum of Agreement in accordance with ARTICLE IV of this document.

(b) The CONSULTANT shall perform all of the necessary services required to be provided in connection with and respecting the following area herein called the "planning area": all of those incorporated lying within the boundaries of Dade County, as stated under the terms of the Agreement specified above. Progress reports, as required by the Agreement, shall be made monthly to SEMA and Boone County.

(c) The CONSULTANT shall furnish a professionally qualified person who shall be called the Planner-In-Charge. All of the services required hereunder shall be performed by the Planner-In-Charge, or under his immediate direction. The Planner-In-Charge shall furnish personal services and time in the amount necessary to accomplish effectively the research, creative development and writing, and graphic work proposed in SEMA's Agreement. The CONSULTANT shall secure at its own expense all personnel required to perform the services under this Agreement. Personnel performing or supervising the performance of engineering, architectural, legal or other similar professional services, which by Statute must meet State qualifications, shall be registered or licensed when so required. The Planner-In-Charge of the work program covered by this agreement shall be **Susan Galeota**. In the event the Planner-In-Charge of this project shall die or otherwise become unavailable for any cause, the CONSULTANT shall furnish another Planner-In-Charge.

(d) The work done by the CONSULTANT's staff and the Planner-In-Charge shall be under the supervision of the Executive Director of the CONSULTANT or such a qualified person as shall be designated by the CONSULTANT and with concurrence of the City/Village.

(e) The work accomplished by the CONSULTANT under this agreement shall be reviewed periodically by the County(City/Village). The approval, disapproval, or suggestions of the CONSULTANT shall be reported in writing to the County (City/Village) at such times as the communities of Boone County may request, or as deemed necessary by the County.

ARTICLE II

RESPONSIBILITIES OF THE COUNTY AND CITIES/VILLAGE

(a) The County agrees that the CONSULTANT must abide by the terms and conditions expressed in the Agreement specified above that are made between the CONSULTANT and SEMA. The County also hereby agrees to sign and process this Exhibit D Memorandum of Agreement in accordance with ARTICLE IV of this document.

(b) The County and the Cities/Villages agree to provide the non-federal cash match in the amount of **\$6,250.00** or a Payment-In-Kind non-cash match valued at the same amount necessary to qualify for this SEMA Agreement. If a partial or full Payment-In-Kind non-cash non-federal match is offered in lieu of a cash match, the County and Cities/Villages also agree to make available to the CONSULTANT, and to provide to SEMA on a monthly basis, paper copies of all time cards/sheets, vouchers, and other paperwork documenting hourly rates and the costs of labor expended on the project, as well as any receipts for any equipment, supplies or software purchased in direct support of the planning effort and applied to the local non-cash, non-federal match, and any other pertinent records and data on file that shall account for and document the non-federal match for the project Closeout Report in accordance with *SEMA's Hazard Mitigation Planning Grant Project Administrative Guidebook*, including OMB Circular A-87.

(c) The County and the Cities/Villages also agrees to make available to the CONSULTANT all maps, records and data on file that shall assist the CONSULTANT in the discharge of the services herein.

(d) The County and the Cities/Villages, its officials and employees shall cooperate with the CONSULTANT's staff in the discharge of their responsibilities under this agreement and shall be available for consultation with the CONSULTANT's staff at such reasonable periods as not to conflict with their own responsibilities.

(e) The County and/or the Cities/Villages agree that the services of the their attorneys shall be used in interpreting for the County and the Cities/Villages and CONSULTANT any legal issues which may arise during the course of this agreement and that charges for the legal counsel shall be paid by the County and the Cities/Villages.

(f) The representatives of the County and the Cities and Villages, authorized by the County Commission and the Councils of the Cities/Villages to administer the terms and conditions of this Memorandum of Agreement, including authorization of any payments or provision of copies of records required to document a Payment-In-Kind non-cash match for this Agreement with SEMA, shall be the Mayors or Chairpersons of each community represented by the plan.

ARTICLE III

RESPONSIBILITIES OF THE STATE EMERGENCY MANAGEMENT AGENCY

In exchange for the nonfederal match provided by the County and the Cities/Villages, SEMA hereby agrees to provide federally funded payments to the CONSULTANT, in accordance with and under the terms and conditions of the basic

agreement to which this Exhibit D Memorandum of Agreement is attached herein, for the work performed by the CONSULTANT to prepare the Local Hazard Mitigation Plan.

(b) SEMA also hereby agrees to provide to each of the City/Village a copy of *SEMA's Hazard Mitigation Planning Grant Project Administrative Guidebook* upon request, including OMB Circular A-87, and to verify receipt of the required nonfederal match, including documentation if such match is made in a non-cash manner.

**ARTICLE IV
PROCESSING OF THIS EXHIBIT D**

SEMA hereby agrees to provide to the County three copies, with original SEMA signatures, of this Exhibit D Memorandum of Agreement for the affixing of the signature of the Mayors or Chairpersons of each community represented by the plan.

The County hereby agrees to obtain the Mayor's or Chairperson's signatures on all three copies of this Exhibit D Memorandum of Agreement and forward them to the CONSULTANT for further processing.

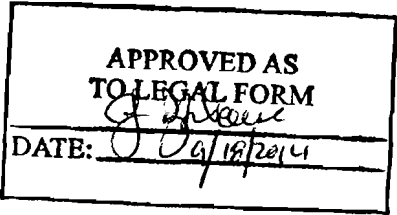
The CONSULTANT hereby agrees to sign all three copies of this Exhibit D Memorandum of Agreement, retain one file copy with all three original signatures, return one copy with all three original signatures to each of the County, and return the final copy to SEMA for its files.

SEMA hereby agrees to retain one file copy, with all three original signatures, of this Exhibit D Memorandum of Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

BOONE COUNTY COMMISSION

By _____
Dan Atwill
Presiding Commissioner



MID-MISSOURI REGIONAL PLANNING COMMISSION

By _____
Edward Siegmund
Executive Director

ATTEST:

Wendy S. Noren
Clerk of the County Commission

MISSOURI STATE EMERGENCY MANAGEMENT AGENCY

By _____
Ron Walker
SEMA Director

Memorandum of Agreement
Binding the SEMA & the Consultant
For
Professional Planning Services
(FY13 PDMC-EMK-2014-PC-0001)

TITLE OF PLAN: Boone County **MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**
(Name of Region, County or City)

The Missouri State Emergency Management Agency (hereinafter referred to as "SEMA") & the Mid-Missouri Regional Planning Commission (hereinafter referred to as "Consultant") hereby declare understanding, agreement and certification of compliance to provide the services, at the prices quoted, in accordance with all requirements and specifications contained herein. In witness whereof, the parties hereto have made and executed this Agreement as of the month, day and year as written below.

SEMA HEREBY AGREES		
Authorized Signature	Date	
Printed Name Ron Walker	Title SEMA Director	
Missouri State Emergency Management Agency (SEMA)		
Mailing Address P.O. Box 116		
City, State, Zip Jefferson City, MO 65102		
Phone Number (573) 526-9143	Fax Number (573) 526-9198	E-mail Address: Ron.Walker@sema.dps.mo.gov

THE CONSULTANT HEREBY AGREES		
Authorized Signature	Date:	
Printed Name Edward J. Siegmund	Title Executive Director	
Consultant Organizational Name: Mid-Missouri Regional Planning Commission		
Mailing Address P.O. Box 140		
City, State, Zip Ashland, MO 65010		
		Federal Employer ID No. 43-1860695
Phone Number 573.657.9779	Fax Number 573.657.2829	E-mail Address: edwardsiegmund@mmpc.org

By affixing signatures to this document, both parties affirm that this Agreement is a legally binding document. SEMA and the Consultant thus each binds him/herself and his/her partners, successors, executors, administrators, assigns and legal representatives to other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations to this Agreement and Exhibits A, B, C and D and any subsequently related Change Orders.

1. AGREEMENT REQUIREMENTS

1.1 GENERAL REQUIREMENTS

- 1.1.1 The Consultant agrees that the **Boone County Multi-Jurisdictional Hazard Mitigation Plan** (See Exhibit C for list of participating jurisdictions), hereinafter referred to as “Local Government,” must meet the requirements of the *The Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988* (as amended by the Disaster Mitigation Act of 2000, P.L. 106-390), Federal Emergency Management Agency (“FEMA”) guidance at 44 CFR Part 201 – *Mitigation Planning* and 44 CFR Part 206, Subpart N, – *Federal Disaster Assistance, Hazard Mitigation Grant Program*, and FEMA final rules: *Hazard Mitigation Planning and Hazard Mitigation Grant Program* 72 Fed. Reg. 61552 (October 31, 2007), *Flood Mitigation Grants and Hazard Mitigation Planning* 74 Fed. Reg. 47471 (September 19, 2009), and *Change in Submission Requirements for State Mitigation Plans* 79 Fed. Reg. 22873 (April 25, 2014) stipulate that in order for local governments to be eligible to receive funds from the federal Hazard Mitigation Grant Program, the local jurisdiction must have a hazard mitigation plan that describes the process for identifying hazards, assessing risks and vulnerabilities, and identifying and prioritizing mitigation actions.
- 1.1.2 The Consultant agrees to be/become knowledgeable of and to adhere to the *Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988* (as amended by the Disaster Mitigation Act of 2000), and 44 CFR Parts 201 and 206 - Hazard Mitigation Planning and Hazard Mitigation Grant Program; Interim Final Rule, and to become knowledgeable of and to adhere to the FEMA regulations and rules pertaining to the development of and acceptability of the Local Government’s Hazard Mitigation Plans in order to successfully perform the requirements outlined in this document and within the time specified herein.
- 1.1.3 Under the terms of this document, the Consultant agrees to develop and produce a Local Government “Hazard Mitigation Plan” for SEMA in accordance with these terms and conditions, and the procedures, instructions, details and format contained in the following FEMA publications: **Multi-Hazard Mitigation Planning Guidance** (available at <http://www.fema.gov/media-library/assets/documents/31598?id=7209>) and **Local Mitigation Plan Review Guide and Tool** (available at <http://www.fema.gov/media-library/assets/documents/23194?id=4859>.)
- 1.1.4 Under the conditions set forth in 44 CFR Part 201.6, the successful development of the Hazard Mitigation Plan must include the open public involvement of local units of government and other local and regional public or private sector bodies or agencies that influence hazard management or development policies within a Local Government. The Consultant must be prepared, under the scope of this Agreement, to participate and at times possibly facilitate the development and conduct meetings necessary to include said bodies in the planning development process. Specifically include all public school districts, universities, colleges and any other eligible entities.
- 1.1.5 Multi-jurisdictional plans (e.g. countywide plans and/or region-wide plans) are permissible local Hazard Mitigation Plans, as long as each jurisdiction within the county has participated in the process and has officially adopted the plan (See Exhibit C - Participating Jurisdictions). Statewide plans will not be accepted as multi-jurisdictional plans.

- 1.1.6 Multi-jurisdictional plans with related purposes (e.g. watershed plans, regional development plans, flood studies, etc.) can be incorporated into the plan as long as the information contained in the multi-jurisdictional plan fully meets all of the requirements outlined in this agreement.
- 1.1.7 For multi-jurisdictional plans, all assessments and discussions in all parts of the plan must show specific differences for each jurisdiction. Including those for special districts, school districts, universities, colleges, and any other potentially eligible entities.
- 1.1.8 The Consultant agrees and understands that any and all services shall be performed only with consent of SEMA.
- 1.1.9 The Consultant agrees to provide SEMA with a first copy **draft** Hazard Mitigation Plan no Later than **May 5, 2015** an approximate not to exceed period of time of six (6) months from the expected implementation date of the award of this Agreement. The Consultant also agrees to complete the project by providing the **final** copy of the plan no later than **September 5, 2015**, as agreed to by SEMA, unless specifically authorized in writing by SEMA through a properly executed Change Order, coordinated through SEMA’s Primary Agreement Representative (PAR). The Change Order request must be received by SEMA at least 30 days prior to the due dates.

SEMA’S PRIMARY AGREEMENT REPRESENTATIVE (PAR)				
Printed Name: Elizabeth Weyrauch		Title: State Hazard Mitigation Officer		
Missouri State Emergency Management Agency (SEMA)				
<small>Street</small>	<small>City</small>	<small>State</small>	<small>Zip</small>	
Mailing Address	P.O. Box 116	Jefferson City	Missouri	65102
Phone Number:	Fax Number:	E-mail Address		
(573) 526-9375	(573) 526-9198	elizabeth.weyrauch@sema.dps.mo.gov		

- 1.1.10 The Consultant agrees that SEMA has the right to determine if an extension is fairly warranted and necessary. Moreover, the Consultant agrees that an extension to the terms of completion time does not obligate SEMA to provide any additional funds to the Consultant, unless the extension is required due to a modification in the scope of work of this Agreement and is fully documented by SEMA in a properly executed Change Order coordinated through SEMA’s PAR. Should any Local Government, SEMA or FEMA representative or any other person advertently or inadvertently ask the Consultant to perform any work that is not covered under the scope of this Agreement, the Consultant is required to inform SEMA’s PAR who shall coordinate, prepare and properly execute a Change Order, if SEMA determines that the work is necessary.
- 1.1.11 SEMA may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between SEMA and the Consultant, shall be incorporated in written Change Orders to this Agreement. If SEMA’s PAR requests significant modifications or changes in the extent of the project, the time of performance of Consultant's services and rates of compensation shall be adjusted appropriately, provided funding is available.

- 1.1.12 By accepting the definitions, terms, requirements, conditions, taskings, and special considerations of this document, the Consultant agrees that the Local Government's Hazard Mitigation Plan shall meet the final approval of both SEMA and FEMA before the terms of this document are considered to be satisfied for purposes of final payment.
- 1.1.13 SEMA agrees to provide to the Consultant all criteria and full information concerning the requirements for the project and to furnish copies of all documents related to the project.
- 1.1.14 SEMA agrees to assist the Consultant by furnishing information pertinent to the plan, including previous reports and any other data relative to the plan where such information is readily available to SEMA. However, the Consultant acknowledges that the Hazard Mitigation Plan is local in nature and agrees to obtain most of the information pertinent to the plan, including previous reports and any other data relative to the plan where such information is readily available from the Local Government participating in the planning process and other pertinent information sources such as the National Weather Service, the Census Bureau, the Missouri State Hazard Mitigation Plan, FEMA, and other agencies as appropriate.
- 1.1.15 SEMA shall bear the costs, incurred incident to the Consultant's compliance with the requirements of this Agreement, in accordance with the terms and conditions contained in the Financial Management section of this Agreement.
- 1.1.16 The Consultant shall submit monthly statements for services and expenses incurred at the time of billing. SEMA shall make prompt payments in response to consultant's statements.
- 1.1.17 The Consultant shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of SEMA thereto: Provided, however, that claims for money by the Consultant from SEMA under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to SEMA.
- 1.1.18 The Consultant understands and agrees that this Agreement shall not be construed as an exclusive arrangement with SEMA and that other SEMA/State of Missouri agreements may exist with other entities for the same services.
- 1.1.19 The Consultant agrees to submit the Hazard Mitigation plan to SEMA whom shall review the plan; and after completion of review SEMA will forward the plan to FEMA. FEMA shall determine if the plan is "approvable pending adoption." Local Government must formally adopt the plan with at least one adoption resolution in order to be considered fully approved. In the event FEMA determines the plan "needs improvement," the plan does not meet the minimum requirements. The Consultant will then have sixty (60) days from FEMA's designation of the plan to make necessary improvements. Consultant shall then resubmit the plan to SEMA for another review.
- 1.1.20 The Consultant understands and accepts their responsibility under the Revised Statutes of Missouri (RSMo) Sections 285.525 through 285.555 (Illegal Immigrants) to ensure that "no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri." The Consultant further certifies that any contract awarded by the state will require the

contracted business entity to comply with the references mentioned above. The Consultant understands that failure to comply with this requirement will subject the Consultant to the penalties described in the references mentioned above.

1.1.21 *References*

- a. *Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988* (as amended by the Disaster Mitigation Act of 2000)
- b. 44 CFR Parts 201 and 206 - Hazard Mitigation Planning and Hazard Mitigation Grant Program; Interim Final Rule.
- c. State of Missouri Hazard Mitigation Plan, (July 2013) (http://www.sema.dps.mo.gov/programs/mitigation_management.asp)
- d. **FEMA Local Mitigation Planning How-To Series** (<http://www.fema.gov/library/viewRecord.do?id=1887>)
- e. **FEMA Local Mitigation Plan Review Guide and Tool** (October 2011) is mandatory for those plans submitted for final approval after October 1, 2012. (<http://www.fema.gov/library/viewRecord.do?fromSearch=fromsearch&id=4859>)
- f. **FEMA Multi – Hazard Mitigation Planning Guidance** (Blue Book) (<http://www.fema.gov/library/viewRecord.do?id=1887>)
- g. **Planning for a Sustainable Future (FEMA 364)** (<http://www.fema.gov/hazard-mitigation-planning-resources>)
- h. **State and Local Mitigation Planning (FEMA 386-2)** (<http://www.fema.gov/hazard-mitigation-planning-resources>)
- i. **Multi-Hazard Mitigation Planning Guidance** (<http://www.fema.gov/media-library/assets/documents/31598?id=7209>)

1.2 **SPECIFIC PLAN REQUIREMENTS**

1.2.1 **Local HAZARD MITIGATION PLAN PROCESS, CONTENT AND PRESCRIBED FORMAT:** CONSULTANT AGREES TO FOLLOW THE INSTRUCTIONS CONTAINED IN THE FEMA publication: **Multi-Hazard Mitigation Planning Guidance** and **Plan Review Tool**.

1.2.2 Consultant agrees that **no formal Benefit Cost Analysis is required** for this Local Hazard Mitigation Plan. Consultant acknowledges that this agreement does not cover any costs associated with any formal Benefit Cost Analysis associated with the Local Plan, before or after the plan is developed.

2. **SPECIAL PROVISIONS AND EXHIBITS**

2.1 The following exhibits are attached to and made a part of this Agreement.

- 2.1.1 Exhibit A, "Scope of Services" consisting of 1 page.
- 2.1.2 Exhibit B, "Additional and Conditions" consisting of 10 pages.
- 2.1.3 Exhibit C, "Listing of Local Jurisdictions" consisting of 1 page.
- 2.1.4 Exhibit D, "Local Match Agreement" consisting of 3 pages.

- 2.2 This Agreement (consisting of pages 1 to 6, inclusive), together with the exhibits identified above (consisting of pages 7 to 21, inclusive), constitute the entire Agreement between SEMA and Consultant and supersede all prior written or oral understandings. This Agreement and said exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

EXHIBIT A

SCOPE OF SERVICES LOCAL GOVERNMENT HAZARD MITIGATION PLAN

The Consultant shall complete, in a professional and timely manner, the following services relative to SEMA's Local Hazard Mitigation Plan criteria. Such actions shall be performed in a manner prescribed by FEMA in the FEMA publication: **Multi – Hazard Mitigation Planning Guidance**

1. The Consultant agrees to provide a plan that focuses on mitigation as part of SEMA's emergency management efforts. Unless mutually agreed upon in advance by SEMA and the Consultant, the Local Hazard Mitigation Plan shall contain various sections as described in detail in the FEMA publication: **Multi – Hazard Mitigation Planning Guidance**
2. Some of the pertinent information to be included in the Local Hazard Mitigation Plan may be available from SEMA and FEMA, but the Consultant with the assistance of Local Government shall develop the majority of the information.
3. The Consultant agrees to provide the plan within the Timeline submitted to SEMA and within the time, terms and conditions and the price stated within this Agreement.
4. The Local Hazard Mitigation Plan must be in compliance with the **Local Mitigation Plan Review Tool**, as applicable, developed by FEMA for evaluating such plans.
5. One electronic copy of the draft plan must be provided to SEMA along with a **Plan Review Tool** identifying page numbers where applicable information is located within the plan. Electronic versions must follow the pre-approved format (see Exhibit B, paragraph 3.a. and 3.b.).
6. One electronic copy of the final plan must be provided to SEMA. Changes made in this version of the plan must be communicated using the **Plan Review Tool**, or other acceptable documentation as determined by SEMA.

EXHIBIT B**ADDITIONAL TERMS AND CONDITIONS
PROJECT MANAGEMENT****1. SEMA's Primary Agreement Representative (PAR).**

- a. The Consultant agrees and understands that SEMA's Primary Agreement Representative (PAR) shall supervise each planning project.
- b. The Consultant shall coordinate directly with the PAR (or the PAR's designee(s)) and shall agree and understand that the PAR shall have authority for the following:
 - 1) Final determination of the time frame the Consultant shall follow to provide services and products, and the final determination that the Consultant has completed such services and products.
 - 2) Approval or disapproval of the Consultant's procedures.
 - 3) Responding to the Consultant's questions and requests for assistance.
 - 4) Approval or disapproval of all equipment, materials, personnel, and related services and procedures proposed by the Consultant.
 - 5) Final approval of any additional equipment, materials, and services requested by the Consultant.
 - 6) Determination of the planning project's completion, as described herein.

2. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

- a. The Consultant agrees that all plans, annexes, and products developed for and included in this undertaking become "public domain" information, the sole property of SEMA and may not be used for sale or resale.
- b. SEMA agrees to freely share ownership of all plans, annexes, and products developed for and in this undertaking with the Local Government for public domain uses as the Local Government deems appropriate in accordance with local, state, and federal laws.
- c. SEMA also agrees that the Consultant may use freely the plans, annexes, and products developed for and in this undertaking for other public planning purposes, and agrees that written permission will not unreasonably be withheld from the Consultant for other purposes of a non-profit nature that benefits the public.
- d. The Consultant agrees that all plans, annexes, and products developed for and in this undertaking may not be used for any other purposes without SEMA's expressed advance written permission.

3. Electronic Media.

- a. SEMA and the Consultant mutually agree in advance to any and all electronic formats that are used in the development of the plan, its annexes and products. The Consultant agrees to use Microsoft Office products compatible with FEMA and SEMA software – Word (text), Excel (spreadsheet), Access (database) and PowerPoint (Graphics/Presentation) documents. The Consultant also agrees to submit the mitigation plan in PDF format as well. SEMA will not be required to pay the Consultant for any work produced on any electronic format not approved in advance by SEMA, unless SEMA determines in advance that the work is acceptable and beneficial to its needs and purposes.
- b. In addition, the Consultant agrees that all database information (key facility maps, hazard analysis maps, GIS maps, etc.) must be incorporated into the plan in CD format, and that the format must be compatible with existing software owned by SEMA (ArcView 3.1, 3.2, 8.3, or 9.3).
- c. The Consultant agrees that the plan must incorporate any previously adopted mitigation related plans, identifies mitigation measures currently undertaken or implemented by the City/County.
- d. The Consultant understands and agrees that all discussions with the Consultant and SEMA, and all information gained by the Consultant as a result of the Consultant's performance under this Agreement shall be subject to the provisions of Missouri Law (RSMo Chapter 610 - <http://www.moga.mo.gov/statutes/c610.htm>) and the Federal Freedom of Information Act. Copies of documents may be released immediately for inspection and copying, according to the provisions of RSMo 610.10, 610.23 and 610.24, as long as the Consultant provides SEMA and the Local Government a courtesy notification of the request for release.
- e. SEMA agrees to work with Local Government to resolve any concerns or issues broached as pertains to the Special Considerations & Conditions of this Agreement.

4. Personnel

- a. The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any relationship with SEMA or the State of Missouri.
- b. All of the services required hereunder shall be performed by the Consultant or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of SEMA. Intent to use subcontracted work shall be spelled out in Exhibit C, the Schedule of Fees and the Work Plan. Any work or services subcontracted hereunder shall be specified by this written Agreement and shall be subject to each provision of this Agreement.

- d. The Consultant agrees not to represent its employees, including subcontracted employees as an employee(s) of SEMA, the State of Missouri or the Local Government.
- e. The Consultant represents that it is subject to the Missouri State Legal Expense fund, established by Missouri Statute, and administered and interpreted by the Attorney General of the State of Missouri, and the Consultant has no liability insurance which can extend protection to any other person. To the extent provided by Missouri Law, and in no way to be construed as any waiver or limitation of the doctrines of sovereign, official or governmental immunity, the Consultant agrees to be fully and entirely responsible for its own acts and omissions, whether negligent or not, in conformance with the performance of the terms and conditions of this Agreement. The Consultant to the extent provided by Missouri Law, further agrees to protect, indemnify and hold harmless, with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement, SEMA and Local Government and the officers and agents of those entities, from any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree, by the Consultant or the Consultant's employees.
- f. Subcontracting:
 - 1) The Consultant agrees and understands that SEMA's concurrence to the Agreement may be predicated in part on the utilization of the specific Consultant identified in the bid. Therefore, the Consultant agrees that no substitution of such specific Consultant and/or personnel qualifications identified in the Agreement shall be made without the prior written approval of SEMA.
 - 2) The Consultant further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that SEMA's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. SEMA agrees that an approval of a substitution will not be unreasonably withheld.
 - 3) No subcontracting fees, charges, or hidden commissions shall be allowed or reimbursed beyond the scope of the Consultant's proposal/work plan.
 - 4) Should the Consultant subcontract for those services described herein, any subcontracts shall include appropriate provisions and obligations to ensure the successful fulfillment of all obligations agreed to by the Consultant and SEMA in this Agreement and to ensure that SEMA and the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in this Agreement between SEMA and the Consultant.
 - 5) The Consultant shall expressly understand and agree that the Consultant assumes and is solely responsible for all legal and financial responsibilities related to the execution of any subcontract.

- 6) The Consultant agrees and understands that utilization of a subcontractor to provide any of the equipment or services in this Agreement shall in no way relieve the Consultant of the responsibility for providing the equipment or services as described and set forth herein.
- 7) The Consultant shall bear the sole responsibility for the safety of its employees and any subcontractors the Consultant may choose to utilize in the performance of the services described herein.

5. **Compliance with Laws, Ordinances, Regulations and Executive Orders.**

- a. The Consultant agrees to complete such action as is required to become fully informed of all State and National laws and county and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and the Consultant shall at all times observe and comply with, all such applicable existing and future laws, ordinances, regulations, orders and decrees and the Consultant further agrees to protect, indemnify and hold harmless, with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement, SEMA, the State of Missouri and Local Government and the officers and agents of those entities, from any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree, whether by the Consultant or the Consultant's employees.
- b. ***Equal Employment Opportunity.*** During the performance of this Agreement, the Consultant agrees as follows:
 - 1) The Consultant shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by SEMA setting forth the provisions of this non-discrimination clause.
 - 2) The Consultant shall, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - 3) The Consultant shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

- 4) The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - 5) The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by SEMA, the State of Missouri, the Local Government, FEMA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - 6) In the event of the Consultant's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - 7) The Consultant shall include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as SEMA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by SEMA, the Consultant may request the United States Government to enter into such litigation to protect the interests of the United States.
- c. ***Civil Rights Act of 1964:*** Under Title VI of the Civil Rights Act of 1964, No person shall, 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.
- d. ***Section 109(a) of the Housing and Community Development Act of 1974:*** No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in; section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

- e. ***Section 503 of Rehabilitation Act of 1973***, as amended: Provides for the nondiscrimination in consultants employment. All recipients of Federal funds must certify to the following through all agreements issued.

Affirmative Action for Handicapped Workers:

- 1) The Consultant shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
 - 2) The Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - 3) In the event of the Consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - 4) The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the SEMA officer. Such notices shall state the Consultant's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
 - 5) The Consultant shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other understanding that the Consultant is bound by terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
 - 6) The Consultant shall include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Compliance Programs may direct to enforce such provisions, including action for noncompliance.
- f. ***Section 504 of the Rehabilitation Act of 1973***, as amended: Provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving Federal financial

assistance. All recipients must certify to compliance with all provisions of this Section.

- g. ***Age Discrimination Act of 1975:*** No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.
 - h. ***Interest of Members of the Owner:*** No member of the governing body of the State and no other officer, employee, or agent of the State who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement, and the Consultant shall take appropriate steps to assure compliance.
 - i. ***Interest of Other Local Public Officials:*** No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.
 - j. ***Interest of Consultant and Employees:*** The Consultant covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
6. **Reports and Information:** The Consultant, at such times and in such forms as SEMA may require, shall furnish SEMA such periodic reports as described below as SEMA may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
- a. As the work progresses, the Consultant agrees to make advice and information on matters performed by the Consultant reasonably available to the PAR.
 - b. The Consultant agrees to provide a Monthly Progress Report to the PAR by the 10th of the month, along with the monthly invoice and statement. The Monthly Progress Report shall contain the following information for the prior month:
 - 1) Date of Report
 - 2) Name of Consultant Organization and the name and telephone number of the report preparer
 - 3) Brief Narrative of any significant activities or meetings conducted during the month, any Milestones Completed, any concerns or complications noted and any assistance requested
 - 4) Percent of Plan Completed to Date

7. **Termination of Agreement for Cause.**

- a. The Consultant agrees to give prompt written notice to SEMA whenever the Consultant becomes aware of any development that affects the scope of timing of the Consultant's services.
- b. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, SEMA shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least seven days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of SEMA, become its property and the Consultant shall be entitled to receive just and Equitable compensation for any work satisfactorily completed hereunder.
- c. Notwithstanding the above, the Consultant shall not be relieved of liability to SEMA for damages sustained by SEMA by virtue of any breach of this Agreement by the Consultant, and SEMA may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due SEMA from the Consultant is determined.

8. **Termination for Convenience of SEMA.**

- a. SEMA may terminate this Agreement at any time by giving at least ten (10) days notice in writing to the Consultant. If the Agreement is terminated by SEMA as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date.
- b. SEMA agrees to give prompt written notice to the Consultant whenever SEMA observes or otherwise becomes aware of any development that adversely affects the scope, timing or satisfactory fulfillment of the Consultant's services.
- c. If this Agreement is terminated due to the fault of the Consultant, Paragraph 8.b. hereof relative to termination shall apply as part of the termination process.

9. **Records and Audits.** The Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by SEMA to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to SEMA or any authorized representative, and **shall be retained for three years after the "Close Out" of the Planning Grant Agreement**, after permission to destroy them is granted by SEMA.

10. Payments.

- a. The Consultant shall be paid in accordance with the firm, fixed price stated herein. The maximum amount SEMA shall pay the Consultant for performance of this agreement shall not exceed **\$18,750.00**, without written consent by SEMA.
- b. For grant management and audit purposes, the above federal amount must be added to the local nonfederal match amount of **\$6,250.00** (See Exhibit D) to be provided by the County Jurisdiction(s) for which the plan is being prepared and/or the Consultant to calculate the total planning project value of **\$25,000.00**.
- c. The Consultant understands that the Memorandum of Agreement is subject to the availability of grant funding. All work must cease at expiration of the grant. The Consultant may complete work only with the understanding that no additional cost can be charged and will not be paid by the grant.
- d. The Consultant understands that the payment/documentation of the local match is the sole responsibility of the County for which this plan is being prepared and/or the Consultant. SEMA is providing only the federal share of the grant being used to fund this planning project. The Consultant and the participating County shall determine jointly how much of the planning work is to be performed by the County/Consultant in the event that the nonfederal match is provided in a form other than cash. The Consultant and the County also shall determine jointly how the County shall pay the Consultant in the event that the County provides the nonfederal match in the form of cash. SEMA has no responsibility to the Consultant for any payments owed by the County. The Consultant also agrees to assist the County to prepare and submit to SEMA each month the paperwork necessary to document the non-federal match. The terms and conditions of Exhibit D of this agreement also apply fully to this agreement.
- e. Payment for this Agreement shall be full compensation for services rendered, including, but not limited to, all labor, materials, supplies, equipment, and incidentals necessary to complete the services required herein, as well as overhead. The Consultant shall not be entitled to any other payments or reimbursements for this planning project without the written consent of SEMA.
- f. The Consultant may submit a request for payment to which SEMA shall respond, at the following percentages of project completion:
 - Twenty-five percent of the Agreement price (federal share) which shall be paid to the Consultant prior to FEMA approval of the Hazard Mitigation Plan. Twenty-five percent of the local match documentation must be submitted along with the request for payment.
 - Fifty percent of the Agreement price (federal share) which shall be paid to the Consultant prior to FEMA approval of the Hazard Mitigation Plan. Fifty percent of the local match documentation must be submitted along with the request for payment.
 - Seventy-five percent of the Agreement price (federal share) which shall be paid to the Consultant prior to FEMA approval of the Hazard Mitigation Plan. Seventy-five percent of the local match documentation must be submitted along with the request for payment.

- One-hundred percent of the Agreement price (federal share) which shall be paid to the Consultant after FEMA approval of the Hazard Mitigation Plan. One-hundred percent of the local match documentation must be submitted along with the final request for payment.

FEMA approval of the Hazard Mitigation Plan includes the submission of at least one fully executed adoption resolution which must be approved by FEMA.

- g. The acceptance by the Consultant of final payment shall be and shall operate as a release to SEMA, the State of Missouri, FEMA and the Local Government of all claims and liability to the Consultant for all things done or furnished in connection with this work and for every act and neglect of SEMA, the State of Missouri, FEMA and the Local Government relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Consultant from any obligations under this Agreement or the performance of the work completed, i.e. a Local Hazard Mitigation Plan in compliance with the federal regulations previously identified.

11. Repayment Clause.

If the Consultant does not submit Hazard Mitigation Plans according to the dates outlined in 1.1.10 of this agreement, SEMA shall request, and the Consultant shall return within 30 days, the total Federal funds SEMA spent under this agreement.

EXHIBIT C

LISTING OF LOCAL JURISDICTIONS

The Consultant shall develop a regional multi-jurisdictional plan to meet the needs of the following local jurisdictions in **Boone County**:

Boone County
City of Ashland
City of Centralia
City of Columbia
City of Hallsville
City of Hartsburg
City of Huntsdale
City of Rocheport
City of Sturgeon

The Consultant shall notify, invite, and encourage active involvement and participation by representatives of each jurisdiction listed above in public meetings, planning meetings, and in the review of draft information to ensure the plan accurately and appropriately reflects the needs, conditions, desires and capabilities of each participating jurisdiction.

Memorandum of Agreement
Binding the SEMA & the Consultant
For
Professional Planning Services
(FY13 PDMC-EMK-2014-PC-0001)

TITLE OF PLAN: Boone County **MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**
(Name of Region, County or City)

The Missouri State Emergency Management Agency (hereinafter referred to as "SEMA") & the Mid-Missouri Regional Planning Commission (hereinafter referred to as "Consultant") hereby declare understanding, agreement and certification of compliance to provide the services, at the prices quoted, in accordance with all requirements and specifications contained herein. In witness whereof, the parties hereto have made and executed this Agreement as of the month, day and year as written below.

SEMA HEREBY AGREES		
Authorized Signature	Date	
Printed Name Ron Walker	Title SEMA Director	
Missouri State Emergency Management Agency (SEMA)		
Mailing Address P.O. Box 116		
City, State, Zip Jefferson City, MO 65102		
Phone Number (573) 526-9143	Fax Number (573) 526-9198	E-mail Address: Ron.Walker@sema.dps.mo.gov

THE CONSULTANT HEREBY AGREES		
Authorized Signature	Date:	
Printed Name Edward J. Siegmund	Title Executive Director	
Consultant Organizational Name: Mid-Missouri Regional Planning Commission		
Mailing Address P.O. Box 140		
City, State, Zip Ashland, MO 65010		
		Federal Employer ID No. 43-1860695
Phone Number 573.657.9779	Fax Number 573.657.2829	E-mail Address: edwardsiegmund@mrrpc.org

By affixing signatures to this document, both parties affirm that this Agreement is a legally binding document. SEMA and the Consultant thus each binds him/herself and his/her partners, successors, executors, administrators, assigns and legal representatives to other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations to this Agreement and Exhibits A, B, C and D and any subsequently related Change Orders.

1. AGREEMENT REQUIREMENTS

1.1 GENERAL REQUIREMENTS

- 1.1.1 The Consultant agrees that the **Boone County Multi-Jurisdictional Hazard Mitigation Plan** (See Exhibit C for list of participating jurisdictions), hereinafter referred to as “Local Government,” must meet the requirements of the *The Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988* (as amended by the Disaster Mitigation Act of 2000, P.L. 106-390), Federal Emergency Management Agency (“FEMA”) guidance at 44 CFR Part 201 – *Mitigation Planning* and 44 CFR Part 206, Subpart N, – *Federal Disaster Assistance, Hazard Mitigation Grant Program*, and FEMA final rules: *Hazard Mitigation Planning and Hazard Mitigation Grant Program* 72 Fed. Reg. 61552 (October 31, 2007), *Flood Mitigation Grants and Hazard Mitigation Planning* 74 Fed. Reg. 47471 (September 19, 2009), and *Change in Submission Requirements for State Mitigation Plans* 79 Fed. Reg. 22873 (April 25, 2014) stipulate that in order for local governments to be eligible to receive funds from the federal Hazard Mitigation Grant Program, the local jurisdiction must have a hazard mitigation plan that describes the process for identifying hazards, assessing risks and vulnerabilities, and identifying and prioritizing mitigation actions.
- 1.1.2 The Consultant agrees to be/become knowledgeable of and to adhere to the *Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988* (as amended by the Disaster Mitigation Act of 2000), and 44 CFR Parts 201 and 206 - Hazard Mitigation Planning and Hazard Mitigation Grant Program; Interim Final Rule, and to become knowledgeable of and to adhere to the FEMA regulations and rules pertaining to the development of and acceptability of the Local Government’s Hazard Mitigation Plans in order to successfully perform the requirements outlined in this document and within the time specified herein.
- 1.1.3 Under the terms of this document, the Consultant agrees to develop and produce a Local Government “Hazard Mitigation Plan” for SEMA in accordance with these terms and conditions, and the procedures, instructions, details and format contained in the following FEMA publications: **Multi-Hazard Mitigation Planning Guidance** (available at <http://www.fema.gov/media-library/assets/documents/31598?id=7209>) and **Local Mitigation Plan Review Guide and Tool** (available at <http://www.fema.gov/media-library/assets/documents/23194?id=4859>.)
- 1.1.4 Under the conditions set forth in 44 CFR Part 201.6, the successful development of the Hazard Mitigation Plan must include the open public involvement of local units of government and other local and regional public or private sector bodies or agencies that influence hazard management or development policies within a Local Government. The Consultant must be prepared, under the scope of this Agreement, to participate and at times possibly facilitate the development and conduct meetings necessary to include said bodies in the planning development process. Specifically include all public school districts, universities, colleges and any other eligible entities.
- 1.1.5 Multi-jurisdictional plans (e.g. countywide plans and/or region-wide plans) are permissible local Hazard Mitigation Plans, as long as each jurisdiction within the county has participated in the process and has officially adopted the plan (See Exhibit C - Participating Jurisdictions). Statewide plans will not be accepted as multi-jurisdictional plans.

- 1.1.6 Multi-jurisdictional plans with related purposes (e.g. watershed plans, regional development plans, flood studies, etc.) can be incorporated into the plan as long as the information contained in the multi-jurisdictional plan fully meets all of the requirements outlined in this agreement.
- 1.1.7 For multi-jurisdictional plans, all assessments and discussions in all parts of the plan must show specific differences for each jurisdiction. Including those for special districts, school districts, universities, colleges, and any other potentially eligible entities.
- 1.1.8 The Consultant agrees and understands that any and all services shall be performed only with consent of SEMA.
- 1.1.9 The Consultant agrees to provide SEMA with a first copy **draft** Hazard Mitigation Plan no Later than **May 5, 2015** an approximate not to exceed period of time of six (6) months from the expected implementation date of the award of this Agreement. The Consultant also agrees to complete the project by providing the **final** copy of the plan no later than **September 5, 2015**, as agreed to by SEMA, unless specifically authorized in writing by SEMA through a properly executed Change Order, coordinated through SEMA’s Primary Agreement Representative (PAR). The Change Order request must be received by SEMA at least 30 days prior to the due dates.

SEMA’S PRIMARY AGREEMENT REPRESENTATIVE (PAR)				
Printed Name: Elizabeth Weyrauch		Title: State Hazard Mitigation Officer		
Missouri State Emergency Management Agency (SEMA)				
<small>Street</small>	<small>City</small>	<small>State</small>	<small>Zip</small>	
Mailing Address	P.O. Box 116	Jefferson City	Missouri	65102
Phone Number: (573) 526-9375		Fax Number: (573) 526-9198		E-mail Address elizabeth.weyrauch@sema.dps.mo.gov

- 1.1.10 The Consultant agrees that SEMA has the right to determine if an extension is fairly warranted and necessary. Moreover, the Consultant agrees that an extension to the terms of completion time does not obligate SEMA to provide any additional funds to the Consultant, unless the extension is required due to a modification in the scope of work of this Agreement and is fully documented by SEMA in a properly executed Change Order coordinated through SEMA’s PAR. Should any Local Government, SEMA or FEMA representative or any other person advertently or inadvertently ask the Consultant to perform any work that is not covered under the scope of this Agreement, the Consultant is required to inform SEMA’s PAR who shall coordinate, prepare and properly execute a Change Order, if SEMA determines that the work is necessary.
- 1.1.11 SEMA may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between SEMA and the Consultant, shall be incorporated in written Change Orders to this Agreement. If SEMA’s PAR requests significant modifications or changes in the extent of the project, the time of performance of Consultant's services and rates of compensation shall be adjusted appropriately, provided funding is available.

- 1.1.12 By accepting the definitions, terms, requirements, conditions, taskings, and special considerations of this document, the Consultant agrees that the Local Government's Hazard Mitigation Plan shall meet the final approval of both SEMA and FEMA before the terms of this document are considered to be satisfied for purposes of final payment.
- 1.1.13 SEMA agrees to provide to the Consultant all criteria and full information concerning the requirements for the project and to furnish copies of all documents related to the project.
- 1.1.14 SEMA agrees to assist the Consultant by furnishing information pertinent to the plan, including previous reports and any other data relative to the plan where such information is readily available to SEMA. However, the Consultant acknowledges that the Hazard Mitigation Plan is local in nature and agrees to obtain most of the information pertinent to the plan, including previous reports and any other data relative to the plan where such information is readily available from the Local Government participating in the planning process and other pertinent information sources such as the National Weather Service, the Census Bureau, the Missouri State Hazard Mitigation Plan, FEMA, and other agencies as appropriate.
- 1.1.15 SEMA shall bear the costs, incurred incident to the Consultant's compliance with the requirements of this Agreement, in accordance with the terms and conditions contained in the Financial Management section of this Agreement.
- 1.1.16 The Consultant shall submit monthly statements for services and expenses incurred at the time of billing. SEMA shall make prompt payments in response to consultant's statements.
- 1.1.17 The Consultant shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of SEMA thereto: Provided, however, that claims for money by the Consultant from SEMA under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to SEMA.
- 1.1.18 The Consultant understands and agrees that this Agreement shall not be construed as an exclusive arrangement with SEMA and that other SEMA/State of Missouri agreements may exist with other entities for the same services.
- 1.1.19 The Consultant agrees to submit the Hazard Mitigation plan to SEMA whom shall review the plan; and after completion of review SEMA will forward the plan to FEMA. FEMA shall determine if the plan is "approvable pending adoption." Local Government must formally adopt the plan with at least one adoption resolution in order to be considered fully approved. In the event FEMA determines the plan "needs improvement," the plan does not meet the minimum requirements. The Consultant will then have sixty (60) days from FEMA's designation of the plan to make necessary improvements. Consultant shall then resubmit the plan to SEMA for another review.
- 1.1.20 The Consultant understands and accepts their responsibility under the Revised Statutes of Missouri (RSMo) Sections 285.525 through 285.555 (Illegal Immigrants) to ensure that "no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri." The Consultant further certifies that any contract awarded by the state will require the

contracted business entity to comply with the references mentioned above. The Consultant understands that failure to comply with this requirement will subject the Consultant to the penalties described in the references mentioned above.

1.1.21 *References*

- a. *Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988* (as amended by the Disaster Mitigation Act of 2000)
- b. 44 CFR Parts 201 and 206 - Hazard Mitigation Planning and Hazard Mitigation Grant Program; Interim Final Rule.
- c. State of Missouri Hazard Mitigation Plan, (July 2013) (http://www.sema.dps.mo.gov/programs/mitigation_management.asp)
- d. **FEMA Local Mitigation Planning How-To Series** (<http://www.fema.gov/library/viewRecord.do?id=1887>)
- e. **FEMA Local Mitigation Plan Review Guide and Tool** (October 2011) is mandatory for those plans submitted for final approval after October 1, 2012. (<http://www.fema.gov/library/viewRecord.do?fromSearch=fromsearch&id=4859>)
- f. **FEMA Multi – Hazard Mitigation Planning Guidance** (Blue Book) (<http://www.fema.gov/library/viewRecord.do?id=1887>)
- g. **Planning for a Sustainable Future** (FEMA 364) (<http://www.fema.gov/hazard-mitigation-planning-resources>)
- h. **State and Local Mitigation Planning** (FEMA 386-2) (<http://www.fema.gov/hazard-mitigation-planning-resources>)
- i. **Multi-Hazard Mitigation Planning Guidance** (<http://www.fema.gov/media-library/assets/documents/31598?id=7209>)

1.2 **SPECIFIC PLAN REQUIREMENTS**

1.2.1 **Local HAZARD MITIGATION PLAN PROCESS, CONTENT AND PRESCRIBED FORMAT:** CONSULTANT AGREES TO FOLLOW THE INSTRUCTIONS CONTAINED IN THE FEMA publication: **Multi-Hazard Mitigation Planning Guidance** and **Plan Review Tool**.

1.2.2 Consultant agrees that **no formal Benefit Cost Analysis is required** for this Local Hazard Mitigation Plan. Consultant acknowledges that this agreement does not cover any costs associated with any formal Benefit Cost Analysis associated with the Local Plan, before or after the plan is developed.

2. **SPECIAL PROVISIONS AND EXHIBITS**

2.1 The following exhibits are attached to and made a part of this Agreement.

- 2.1.1 Exhibit A, "Scope of Services" consisting of 1 page.
- 2.1.2 Exhibit B, "Additional and Conditions" consisting of 10 pages.
- 2.1.3 Exhibit C, "Listing of Local Jurisdictions" consisting of 1 page.
- 2.1.4 Exhibit D, "Local Match Agreement" consisting of 3 pages.

- 2.2 This Agreement (consisting of pages 1 to 6, inclusive), together with the exhibits identified above (consisting of pages 7 to 21, inclusive), constitute the entire Agreement between SEMA and Consultant and supersede all prior written or oral understandings. This Agreement and said exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

EXHIBIT A

SCOPE OF SERVICES LOCAL GOVERNMENT HAZARD MITIGATION PLAN

The Consultant shall complete, in a professional and timely manner, the following services relative to SEMA's Local Hazard Mitigation Plan criteria. Such actions shall be performed in a manner prescribed by FEMA in the FEMA publication: **Multi – Hazard Mitigation Planning Guidance**

1. The Consultant agrees to provide a plan that focuses on mitigation as part of SEMA's emergency management efforts. Unless mutually agreed upon in advance by SEMA and the Consultant, the Local Hazard Mitigation Plan shall contain various sections as described in detail in the FEMA publication: **Multi – Hazard Mitigation Planning Guidance**
2. Some of the pertinent information to be included in the Local Hazard Mitigation Plan may be available from SEMA and FEMA, but the Consultant with the assistance of Local Government shall develop the majority of the information.
3. The Consultant agrees to provide the plan within the Timeline submitted to SEMA and within the time, terms and conditions and the price stated within this Agreement.
4. The Local Hazard Mitigation Plan must be in compliance with the **Local Mitigation Plan Review Tool**, as applicable, developed by FEMA for evaluating such plans.
5. One electronic copy of the draft plan must be provided to SEMA along with a **Plan Review Tool** identifying page numbers where applicable information is located within the plan. Electronic versions must follow the pre-approved format (see Exhibit B, paragraph 3.a. and 3.b.).
6. One electronic copy of the final plan must be provided to SEMA. Changes made in this version of the plan must be communicated using the **Plan Review Tool**, or other acceptable documentation as determined by SEMA.

EXHIBIT B**ADDITIONAL TERMS AND CONDITIONS
PROJECT MANAGEMENT****1. SEMA's Primary Agreement Representative (PAR).**

- a. The Consultant agrees and understands that SEMA's Primary Agreement Representative (PAR) shall supervise each planning project.
- b. The Consultant shall coordinate directly with the PAR (or the PAR's designee(s)) and shall agree and understand that the PAR shall have authority for the following:
 - 1) Final determination of the time frame the Consultant shall follow to provide services and products, and the final determination that the Consultant has completed such services and products.
 - 2) Approval or disapproval of the Consultant's procedures.
 - 3) Responding to the Consultant's questions and requests for assistance.
 - 4) Approval or disapproval of all equipment, materials, personnel, and related services and procedures proposed by the Consultant.
 - 5) Final approval of any additional equipment, materials, and services requested by the Consultant.
 - 6) Determination of the planning project's completion, as described herein.

2. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

- a. The Consultant agrees that all plans, annexes, and products developed for and included in this undertaking become "public domain" information, the sole property of SEMA and may not be used for sale or resale.
- b. SEMA agrees to freely share ownership of all plans, annexes, and products developed for and in this undertaking with the Local Government for public domain uses as the Local Government deems appropriate in accordance with local, state, and federal laws.
- c. SEMA also agrees that the Consultant may use freely the plans, annexes, and products developed for and in this undertaking for other public planning purposes, and agrees that written permission will not unreasonably be withheld from the Consultant for other purposes of a non-profit nature that benefits the public.
- d. The Consultant agrees that all plans, annexes, and products developed for and in this undertaking may not be used for any other purposes without SEMA's expressed advance written permission.

3. Electronic Media.

- a. SEMA and the Consultant mutually agree in advance to any and all electronic formats that are used in the development of the plan, its annexes and products. The Consultant agrees to use Microsoft Office products compatible with FEMA and SEMA software – Word (text), Excel (spreadsheet), Access (database) and PowerPoint (Graphics/Presentation) documents. The Consultant also agrees to submit the mitigation plan in PDF format as well. SEMA will not be required to pay the Consultant for any work produced on any electronic format not approved in advance by SEMA, unless SEMA determines in advance that the work is acceptable and beneficial to its needs and purposes.
- b. In addition, the Consultant agrees that all database information (key facility maps, hazard analysis maps, GIS maps, etc.) must be incorporated into the plan in CD format, and that the format must be compatible with existing software owned by SEMA (ArcView 3.1, 3.2, 8.3, or 9.3).
- c. The Consultant agrees that the plan must incorporate any previously adopted mitigation related plans, identifies mitigation measures currently undertaken or implemented by the City/County.
- d. The Consultant understands and agrees that all discussions with the Consultant and SEMA, and all information gained by the Consultant as a result of the Consultant's performance under this Agreement shall be subject to the provisions of Missouri Law (RSMo Chapter 610 - <http://www.moga.mo.gov/statutes/c610.htm>) and the Federal Freedom of Information Act. Copies of documents may be released immediately for inspection and copying, according to the provisions of RSMo 610.10, 610.23 and 610.24, as long as the Consultant provides SEMA and the Local Government a courtesy notification of the request for release.
- e. SEMA agrees to work with Local Government to resolve any concerns or issues broached as pertains to the Special Considerations & Conditions of this Agreement.

4. Personnel

- a. The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any relationship with SEMA or the State of Missouri.
- b. All of the services required hereunder shall be performed by the Consultant or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of SEMA. Intent to use subcontracted work shall be spelled out in Exhibit C, the Schedule of Fees and the Work Plan. Any work or services subcontracted hereunder shall be specified by this written Agreement and shall be subject to each provision of this Agreement.

- d. The Consultant agrees not to represent its employees, including subcontracted employees as an employee(s) of SEMA, the State of Missouri or the Local Government.
- e. The Consultant represents that it is subject to the Missouri State Legal Expense fund, established by Missouri Statute, and administered and interpreted by the Attorney General of the State of Missouri, and the Consultant has no liability insurance which can extend protection to any other person. To the extent provided by Missouri Law, and in no way to be construed as any waiver or limitation of the doctrines of sovereign, official or governmental immunity, the Consultant agrees to be fully and entirely responsible for its own acts and omissions, whether negligent or not, in conformance with the performance of the terms and conditions of this Agreement. The Consultant to the extent provided by Missouri Law, further agrees to protect, indemnify and hold harmless, with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement, SEMA and Local Government and the officers and agents of those entities, from any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree, by the Consultant or the Consultant's employees.
- f. Subcontracting:
 - 1) The Consultant agrees and understands that SEMA's concurrence to the Agreement may be predicated in part on the utilization of the specific Consultant identified in the bid. Therefore, the Consultant agrees that no substitution of such specific Consultant and/or personnel qualifications identified in the Agreement shall be made without the prior written approval of SEMA.
 - 2) The Consultant further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that SEMA's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. SEMA agrees that an approval of a substitution will not be unreasonably withheld.
 - 3) No subcontracting fees, charges, or hidden commissions shall be allowed or reimbursed beyond the scope of the Consultant's proposal/work plan.
 - 4) Should the Consultant subcontract for those services described herein, any subcontracts shall include appropriate provisions and obligations to ensure the successful fulfillment of all obligations agreed to by the Consultant and SEMA in this Agreement and to ensure that SEMA and the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in this Agreement between SEMA and the Consultant.
 - 5) The Consultant shall expressly understand and agree that the Consultant assumes and is solely responsible for all legal and financial responsibilities related to the execution of any subcontract.

- 6) The Consultant agrees and understands that utilization of a subcontractor to provide any of the equipment or services in this Agreement shall in no way relieve the Consultant of the responsibility for providing the equipment or services as described and set forth herein.
- 7) The Consultant shall bear the sole responsibility for the safety of its employees and any subcontractors the Consultant may choose to utilize in the performance of the services described herein.

5. **Compliance with Laws, Ordinances, Regulations and Executive Orders.**

- a. The Consultant agrees to complete such action as is required to become fully informed of all State and National laws and county and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and the Consultant shall at all times observe and comply with, all such applicable existing and future laws, ordinances, regulations, orders and decrees and the Consultant further agrees to protect, indemnify and hold harmless, with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement, SEMA, the State of Missouri and Local Government and the officers and agents of those entities, from any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree, whether by the Consultant or the Consultant's employees.
- b. ***Equal Employment Opportunity.*** During the performance of this Agreement, the Consultant agrees as follows:
 - 1) The Consultant shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by SEMA setting forth the provisions of this non-discrimination clause.
 - 2) The Consultant shall, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - 3) The Consultant shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

- 4) The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - 5) The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by SEMA, the State of Missouri, the Local Government, FEMA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - 6) In the event of the Consultant's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - 7) The Consultant shall include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as SEMA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by SEMA, the Consultant may request the United States Government to enter into such litigation to protect the interests of the United States.
- c. ***Civil Rights Act of 1964:*** Under Title VI of the Civil Rights Act of 1964, No person shall, 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.
- d. ***Section 109(a) of the Housing and Community Development Act of 1974:*** No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in; section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

- e. ***Section 503 of Rehabilitation Act of 1973***, as amended: Provides for the nondiscrimination in consultants employment. All recipients of Federal funds must certify to the following through all agreements issued.

Affirmative Action for Handicapped Workers:

- 1) The Consultant shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
 - 2) The Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - 3) In the event of the Consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - 4) The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the SEMA officer. Such notices shall state the Consultant's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
 - 5) The Consultant shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other understanding that the Consultant is bound by terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
 - 6) The Consultant shall include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Compliance Programs may direct to enforce such provisions, including action for noncompliance.
- f. ***Section 504 of the Rehabilitation Act of 1973***, as amended: Provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving Federal financial

assistance. All recipients must certify to compliance with all provisions of this Section.

- g. ***Age Discrimination Act of 1975:*** No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.
 - h. ***Interest of Members of the Owner:*** No member of the governing body of the State and no other officer, employee, or agent of the State who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement, and the Consultant shall take appropriate steps to assure compliance.
 - i. ***Interest of Other Local Public Officials:*** No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.
 - j. ***Interest of Consultant and Employees:*** The Consultant covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
6. **Reports and Information:** The Consultant, at such times and in such forms as SEMA may require, shall furnish SEMA such periodic reports as described below as SEMA may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
- a. As the work progresses, the Consultant agrees to make advice and information on matters performed by the Consultant reasonably available to the PAR.
 - b. The Consultant agrees to provide a Monthly Progress Report to the PAR by the 10th of the month, along with the monthly invoice and statement. The Monthly Progress Report shall contain the following information for the prior month:
 - 1) Date of Report
 - 2) Name of Consultant Organization and the name and telephone number of the report preparer
 - 3) Brief Narrative of any significant activities or meetings conducted during the month, any Milestones Completed, any concerns or complications noted and any assistance requested
 - 4) Percent of Plan Completed to Date

7. **Termination of Agreement for Cause.**

- a. The Consultant agrees to give prompt written notice to SEMA whenever the Consultant becomes aware of any development that affects the scope of timing of the Consultant's services.
- b. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, SEMA shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least seven days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of SEMA, become its property and the Consultant shall be entitled to receive just and Equitable compensation for any work satisfactorily completed hereunder.
- c. Notwithstanding the above, the Consultant shall not be relieved of liability to SEMA for damages sustained by SEMA by virtue of any breach of this Agreement by the Consultant, and SEMA may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due SEMA from the Consultant is determined.

8. **Termination for Convenience of SEMA.**

- a. SEMA may terminate this Agreement at any time by giving at least ten (10) days notice in writing to the Consultant. If the Agreement is terminated by SEMA as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date.
- b. SEMA agrees to give prompt written notice to the Consultant whenever SEMA observes or otherwise becomes aware of any development that adversely affects the scope, timing or satisfactory fulfillment of the Consultant's services.
- c. If this Agreement is terminated due to the fault of the Consultant, Paragraph 8.b. hereof relative to termination shall apply as part of the termination process.

9. **Records and Audits.** The Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by SEMA to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to SEMA or any authorized representative, and **shall be retained for three years after the "Close Out" of the Planning Grant Agreement**, after permission to destroy them is granted by SEMA.

10. Payments.

- a. The Consultant shall be paid in accordance with the firm, fixed price stated herein. The maximum amount SEMA shall pay the Consultant for performance of this agreement shall not exceed \$18,750.00, without written consent by SEMA.
- b. For grant management and audit purposes, the above federal amount must be added to the local nonfederal match amount of \$6,250.00 (See Exhibit D) to be provided by the County Jurisdiction(s) for which the plan is being prepared and/or the Consultant to calculate the total planning project value of \$25,000.00.
- c. The Consultant understands that the Memorandum of Agreement is subject to the availability of grant funding. All work must cease at expiration of the grant. The Consultant may complete work only with the understanding that no additional cost can be charged and will not be paid by the grant.
- d. The Consultant understands that the payment/documentation of the local match is the sole responsibility of the County for which this plan is being prepared and/or the Consultant. SEMA is providing only the federal share of the grant being used to fund this planning project. The Consultant and the participating County shall determine jointly how much of the planning work is to be performed by the County/Consultant in the event that the nonfederal match is provided in a form other than cash. The Consultant and the County also shall determine jointly how the County shall pay the Consultant in the event that the County provides the nonfederal match in the form of cash. SEMA has no responsibility to the Consultant for any payments owed by the County. The Consultant also agrees to assist the County to prepare and submit to SEMA each month the paperwork necessary to document the non-federal match. The terms and conditions of Exhibit D of this agreement also apply fully to this agreement.
- e. Payment for this Agreement shall be full compensation for services rendered, including, but not limited to, all labor, materials, supplies, equipment, and incidentals necessary to complete the services required herein, as well as overhead. The Consultant shall not be entitled to any other payments or reimbursements for this planning project without the written consent of SEMA.
- f. The Consultant may submit a request for payment to which SEMA shall respond, at the following percentages of project completion:
 - Twenty-five percent of the Agreement price (federal share) which shall be paid to the Consultant prior to FEMA approval of the Hazard Mitigation Plan. Twenty-five percent of the local match documentation must be submitted along with the request for payment.
 - Fifty percent of the Agreement price (federal share) which shall be paid to the Consultant prior to FEMA approval of the Hazard Mitigation Plan. Fifty percent of the local match documentation must be submitted along with the request for payment.
 - Seventy-five percent of the Agreement price (federal share) which shall be paid to the Consultant prior to FEMA approval of the Hazard Mitigation Plan. Seventy-five percent of the local match documentation must be submitted along with the request for payment.

- One-hundred percent of the Agreement price (federal share) which shall be paid to the Consultant after FEMA approval of the Hazard Mitigation Plan. One-hundred percent of the local match documentation must be submitted along with the final request for payment.

FEMA approval of the Hazard Mitigation Plan includes the submission of at least one fully executed adoption resolution which must be approved by FEMA.

- g. The acceptance by the Consultant of final payment shall be and shall operate as a release to SEMA, the State of Missouri, FEMA and the Local Government of all claims and liability to the Consultant for all things done or furnished in connection with this work and for every act and neglect of SEMA, the State of Missouri, FEMA and the Local Government relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Consultant from any obligations under this Agreement or the performance of the work completed, i.e. a Local Hazard Mitigation Plan in compliance with the federal regulations previously identified.

11. Repayment Clause.

If the Consultant does not submit Hazard Mitigation Plans according to the dates outlined in 1.1.10 of this agreement, SEMA shall request, and the Consultant shall return within 30 days, the total Federal funds SEMA spent under this agreement.

EXHIBIT C

LISTING OF LOCAL JURISDICTIONS

The Consultant shall develop a regional multi-jurisdictional plan to meet the needs of the following local jurisdictions in **Boone County**:

Boone County
City of Ashland
City of Centralia
City of Columbia
City of Hallsville
City of Hartsburg
City of Huntsdale
City of Rocheport
City of Sturgeon

The Consultant shall notify, invite, and encourage active involvement and participation by representatives of each jurisdiction listed above in public meetings, planning meetings, and in the review of draft information to ensure the plan accurately and appropriately reflects the needs, conditions, desires and capabilities of each participating jurisdiction.

454 -2014

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 14

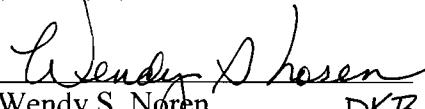
In the County Commission of said county, on the 25th day of September 20 14

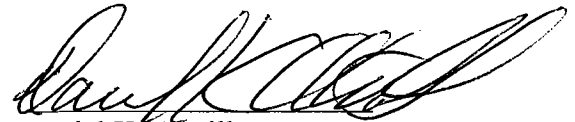
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the recommendation from the Jobs Classification Committee to establish position - **Director, Emergency Management**, code class 4083, pay range 55.

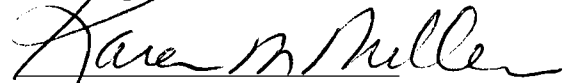
Done this 25th day of September, 2014.

ATTEST:


Wendy S. Noren DKB
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner

ABSENT

Janet M. Thompson
District II Commissioner

Boone County Human Resources

Jenna Redel-Reed
Director, Human Resources
and Risk Management



613 E. Ash Street
Columbia, MO 65201
Phone: (573) 886-4405
Fax: (573) 886-4444

September 22, 2014

Recommendations from Job Classification Committee

The Job Classification Committee met on June 26th, 2014 to review and discuss a newly created position titled Director, Emergency Management. The Committee agreed to bring forward the following recommendations to the Commission:

Establish a "Director, Emergency Management" classification (class code 4083) on pay range 55.

Best Regards,

Jennifer Redel-Reed



BOONE COUNTY JOB DESCRIPTION

JOB TITLE: Director, Emergency Management	NEW: X	REVISED: _____ <small>(Please check one)</small>
REPORTS TO: Commission	FLSA: Exempt	DATE: 09/14
DEPARTMENT: Office of Emergency Management	JOB CODE: 100	

DEFINITIONS:

Coordinates and performs county-wide mitigation, preparedness, response and recovery plans and actions for emergencies and disasters. Coordinates and manages the county Emergency Operations Center and manages the operation of the Office of Emergency Management.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list of tasks is ILLUSTRATIVE ONLY, and is **not** a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

Manages daily operations of the Office of Emergency Management including policies, procedures, and guidelines relating to emergency management. Interacts daily with government officials, public and private organizations, schools, human and emergency service organizations, utilities, media, and the general public to coordinate activities of the emergency management program.

Maintains compliance with State laws and regulations regarding emergency services, health, and safety issues. Engages in research, validates information, and coordinates the development of plans, policies, procedures, checklists, and guidelines governing the operation of emergency management. Prepares and maintains a current, comprehensive emergency operation plan (“EOP”) for preparedness, response, and recovery in the event of emergency or disaster.

Consults and advises the County Commissioners in regard to emergencies, disasters, or a disaster threat. Establishes, staffs, and operates an Emergency Operation Center, including

established warning signals, support services, and other emergency details. Assumes the roles and responsibilities of the Commander during EOC activations. Assures 24 hours per day/7 days per week availability of the Office of Emergency Management to respond to emergency incidents and disasters.

Develops emergency off-site response plans and training programs for all facilities serviced by the County. Guides and assists agencies, groups, organizations, and others in development of disaster preparedness plans and responses to emergencies. Acts as the emergency services liaison with federal, state, and local government agencies, police, fire and ambulance, volunteer agencies, industry, schools, day cares, nursing homes, and community organizations.

Develops, coordinates, and/or provides input on all plans in the county to include, but not limited to dams, prisons, schools, nursing homes, day care centers, industry, chemical facilities, airports, health care facilities, hospitals, and nuclear reactors. Coordinates and/or develops mutual aid agreements with all surrounding counties, regions, and municipalities, as well as any specialized response teams.

Prepares required local, state, and federal reports. Attends meetings and training sessions as needed. Performs other job related duties as assigned or required.

Regularly works beyond normal work hours and works on-call. Occasionally exposed to highly traumatic, stressful situations or events. Travels frequently during all seasons and is exposed to outdoor elements.

Must be able to sit for long periods throughout the workday, with intermittent periods of standing, walking, bending, twisting, and reaching as necessary to carry out job duties. Must be able to cope with the physical, mental, and emotional stress of the job and maintain emotional stability during stressful situations.

KNOWLEDGE & SKILLS

1. Must be able to speak and understand the English language in a clear manner in order to carry out essential functions of job.
2. Must possess effective oral and written communication skills.
3. Must possess the ability to maintain confidentiality in regard to information and records.
4. Must possess initiative and problem solving skills.
5. Must possess a valid MO Driver's License and a willingness to travel as needed.
6. Must have flexibility, personal integrity, and the ability to function independently.
7. Must possess excellent knowledge of County geography.
8. Must possess the ability to develop budgets and to coordinate expenditures and perform accounting functions.
9. Must possess the ability to interact effectively with public media and conduct effective public relations programs.

10. Must possess knowledge of Federal and State rules and regulations and the ability to assure compliance with the same.
11. Must possess knowledge of emergency communications equipment, systems, procedures, and practices.
12. Must possess knowledge of and ability to develop and implement plans to deal with natural disasters and/or emergencies, to plan and carry out programs, to develop local resources, and to coordinate and direct resources during emergencies and disasters.
13. Must possess ability to establish and maintain effective working relationships with governmental agencies, officials, staff, volunteers, and the general public.
14. Must possess the technical knowledge of operating personal computers and other office equipment.
15. Must possess the ability to make independent decisions when circumstances warrant such action.
16. Must possess ability to plan, direct, and supervise work and staff within the department.

QUALIFICATIONS:

Bachelor's Degree preferred or equivalent training in emergency management, environmental/life sciences, community planning, public administration, or related field; plus computer training, three to five years working experience in the field of emergency management, and a valid Missouri Driver's License. Certified Emergency Manager ("CEM") certification or ability to obtain such certification within 3-5 years preferred.

APPROVALS:

Department Director: _____ Date: _____
(signature)

HR Director: _____ Date: _____
(signature)

455-2014

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 25th day of September 20 14

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

Now on this day the County Commission of the County of Boone does hereby authorize leave without pay pursuant to Section 5.7 of the Boone County Personnel Policies for Building Inspector Aubrey Weger through December 15, 2014. The County will continue to pay Aubrey Weger's insurance premiums through December 15, 2014 to the same extent it had prior to Mr. Weger's leave. Aubrey Weger's FMLA will run concurrently with this grant of leave without pay.

Done this 25th day of September, 2014.

ATTEST:

Wendy S. Noren
Wendy S. Noren *DKB*
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

ABSENT

Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 25th day of September 20 14

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

Now on this day the County Commission of the County of Boone does hereby authorize Resource Management to redirect \$1,348.88, originally approved to purchase an AutoCAD annual license renewal, to be used for the purpose of upgrading from a single use Civil 3D AutoCAD license to an Infrastructure Design Suite Premium network license.

Done this 25th day of September, 2014.

ATTEST:

Wendy S. Noren
Wendy S. Noren DKB
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner
Karen M. Miller
Karen M. Miller
District I Commissioner
ABSENT
Janet M. Thompson
District II Commissioner



Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
801 E. WALNUT ROOM 315 COLUMBIA, MO 65201-7730
(573) 886-4480 FAX (573) 886-4340

STAN SHAWVER, DIRECTOR

PLANNING – INSPECTIONS – ENGINEERING

DERIN CAMPBELL, PE: CHIEF ENGINEER

To: Boone County Commission

From: Stan Shawver, Derin Campbell & Aron Gish

Date: September 18, 2014

Re: Redirection of approved funds

Dear Commissioners:

Boone County Resource Management would like to request authorization to redirect \$1,348.88 originally budgeted and approved in department 2045 Design & Construction account 92302 Replace Computer Software for the purchase of AutoCAD annual license renewal. We would like to use these funds to upgrade our single use Civil 3D AutoCAD license to an Infrastructure Design Suite Premium network license. Upgrading this license will make all four licenses used by our department the same. There are sufficient funds available in 2045 account 70050 Software Service Contract to cover the entire expense for the 4 subscription renewals.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 14

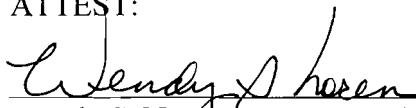
In the County Commission of said county, on the 25th day of September 20 14

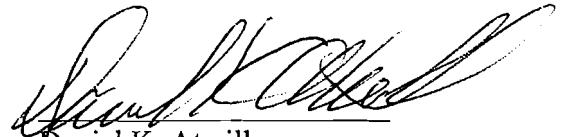
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby recognize the 175th Anniversary of the University of Missouri.

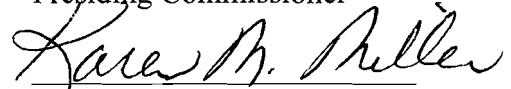
Done this 25th day of September, 2014.

ATTEST:


Wendy S. Noreh DCB
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner

ABSENT

Janet M. Thompson
District II Commissioner

**PROCLAMATION RECOGNIZING
THE UNIVERSITY OF MISSOURI'S 175TH ANNIVERSARY**

Whereas, when the University of Missouri was established in 1839, Boone County was only 19 years old, the age of many college freshman, yet its citizens had the foresight to invest in the future of their community through the donation of \$117,921 in cash and land to establish this university; and

Whereas, Boone County citizens recognized the impact of the University of Missouri on the county and raised an additional \$52,736 to keep the university in the county seat of Columbia after its only building, Academic Hall, burned to the ground in 1892; and

Whereas, MU enrollment has swelled to 34,935 students, nearly 17,500 times the size of the first graduating class in 1843;

Whereas, Boone County citizens are affected daily by the innovations of the professionals at the University of Missouri, including the MU Health Care System and MU Extension, as well as the vitality and diversity of the MU student body;

Therefore, in recognition of 175 years of education, dedication and innovation, the Boone County Commission extends its sincerest appreciation and congratulations to the University of Missouri on its 175th Anniversary.

IN TESTIMONY WHEREOF, this 25th day of September, 2014.

Daniel K. Atwill, Presiding Commissioner

Karen M. Miller, District I Commissioner

Janet M. Thompson, District II Commissioner

ATTEST:

Wendy S. Noren, County Clerk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 25th day of September 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use by Nate Irvin of the an area outside the Courthouse, exclusive of in front of the courthouse on the stairs, and not in a location blocking traffic, for September 26, 2014 from 3:00 p.m. to 4:00 p.m.

Done this 25th day of September, 2014.

ATTEST:

Wendy S. Noren
Wendy S. Noren *DKB*
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

ABSENT

Janet M. Thompson
District II Commissioner

Daniel K. Atwill, Presiding Commissioner
Karen M. Miller, District I Commissioner
Janet M. Thompson, District II Commissioner



Roger B. Wilson
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

STEPS

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse ~~Plaza~~ as follows:

Organization: Nate Irvin for Congress

Address: 311 W. Cleveland

City: Versailles State: MO ZIP Code: 65084

Phone: _____ Website: _____

Individual Requesting Use: Nate Irvin

Position in Organization: Candidate

Address: Same as above

City: _____ State: _____ ZIP Code: _____

Phone: _____ Email: nate@irvinforcongress.com

Event: _____

Description of Use (ex. Concert, speaker, 5K): Press Conference

Date(s) of Use: Thursday, September 25, 2014

Start Time of Setup: FRIDAY 26 AM/PM

Start Time of Event: 2:30^{3:00} p.m. AM/PM (If start times vary for multiple day events, please specify)

End Time of Event: 3:30^{4:00} p.m. AM/PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: _____ AM/PM

Emergency Contact During Event: Dan Viets Phone: 819-2669

Will this event be open to the public? Yes No

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: _____

Press Release

How many attendees (including volunteers) do you anticipate being at your event? 12-18 total
 If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application.

N/A

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees):

N/A

Will the majority of attendees be under the age of 18? Yes No

If yes, please note the number of adult supervisors in attendance: _____ # adults per _____ #minors

Will you need access to electricity? Yes No

Will you be using amplifiers? Yes No

Will you be serving food and/or non-alcoholic drinks? Yes No

If yes, will you be **selling** food and/or non-alcoholic drinks? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will you be serving alcoholic beverages? Yes No

If yes, will you be **selling** alcoholic beverages? Yes No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: _____

County Liquor License Number: _____

City Liquor License Number: _____

Will you be selling non-food items? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will outside vendors be selling food, beverages or non-food items at this event? Yes No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Will you be requesting a road and/or sidewalk closure? Yes No

If yes, what road(s) and/or sidewalk(s)? _____

Please attach to application a copy of the order showing City of Columbia City Council approval.

Does your event include cooking or use of open flames? Yes No

If yes, please provide the Columbia Fire Department Special Events Permit Number: _____

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?

Yes No

If yes, please provide the following:

Security Company: _____

Contact Person Name and Position: _____

Phone: _____ Email: _____

Will you be using portable toilets for your event? Yes No

**Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
3. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
4. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Organization Representative/Title: **Nate Irvin for Congress**

Address: **311 W. Cleveland**

Phone Number: _____ Date of Application: **9/24/14**

Email Address: **nate@irvinforcongress.com or danviets@gmail.com**

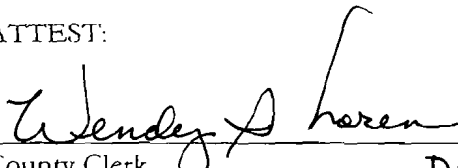
Signature: 

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

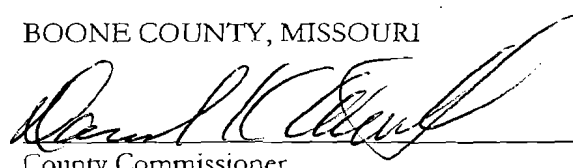
PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:


County Clerk **DKB**

BOONE COUNTY, MISSOURI


County Commissioner

DATE: **9-25-14**