

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

16th

day of

April

20

15

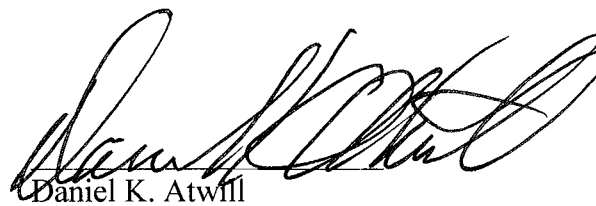
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby recognize Beth Taylor for exemplary service and the impact her service has on the citizens of Boone County.

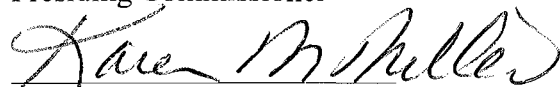
Done this 16th day of April, 2015.

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

PROCLAMATION RECOGNIZING BETH TAYLOR, TELECOMMUNICATOR I

WHEREAS, at 9:59AM on January 22, 2015, Beth Taylor, Boone County Public Safety Joint Communications Telecommunicator I, received a phone call from a 23-year-old woman about to give birth; and

WHEREAS, while adhering to all departmental protocols and procedures, Beth used persistence, displayed compassion and gave assurances to the very excited mother-to-be; and

WHEREAS, the phone call ended with the live birth of a healthy baby; and

WHEREAS, delivering a baby over the phone is a rare occurrence, as responders usually arrive before the baby; and

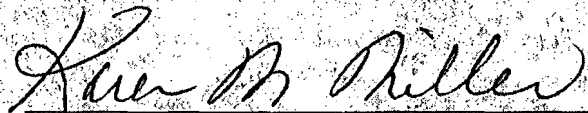
WHEREAS, Beth provided excellent service, showcasing the positive and lasting effects the work of emergency telecommunicators can have on the people and community they serve;

THEREFORE, the Boone County Commission hereby recognizes the exemplary service demonstrated by Beth Taylor, Telecommunicator I, and the positive impact her service has on the citizens of Boone County.

IN TESTIMONY WHEREOF, this 16th Day of April, 2015.

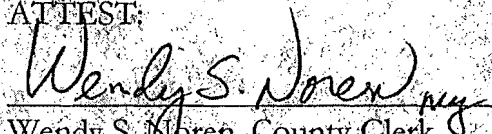



Daniel K. Atwill, Presiding Commissioner


Karen M. Miller, District I Commissioner


Janet M. Thompson, District II Commissioner

ATTEST:


Wendy S. Noren, County Clerk

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day of

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20

15

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

Now on this day the County Commission of the County of Boone does hereby recognize April 12 through April 18, 2015 as National Public Safety Telecommunicators Week.

Done this 16th day of April, 2015.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

PROCLAMATION FOR NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK

Whereas, emergencies requiring the services of law enforcement, fire protection and/or emergency medical professionals can occur at any time anywhere; and

Whereas, Public Safety Telecommunicators are the first and most critical contact for individuals who need emergency services; and

Whereas, the safety of our law enforcement, fire protection and emergency medical professionals depends upon the quality and accuracy of information obtained and related by Public Safety Telecommunicators; and

Whereas, the quality of public safety and emergency response in Boone County depends upon the prompt response of emergency response personnel; and

Whereas, Boone County Public Safety Telecommunicators provide 9-1-1 dispatch services for 13 police departments, fire departments and emergency medical services; and

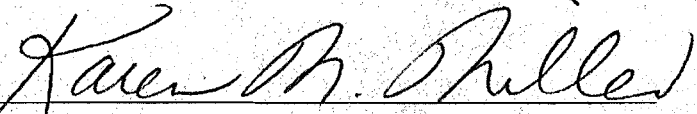
Whereas, Boone County Public Safety Telecommunicators conducted a total of 82,685 9-1-1 phone calls in 2014, an increase of 5,577 calls from 2013.

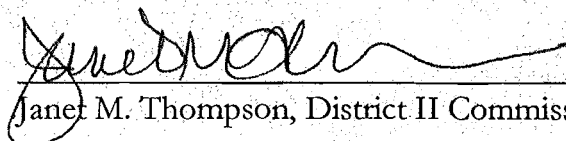
Therefore, in honor of the men and women whose diligence, professionalism and sense of duty help to keep the citizens of and visitors to Boone County safe, the Boone County Commission recognizes the week of April 12 through April 18, 2015 as National Public Safety Telecommunicators Week. On behalf of the citizens of Boone County, the Commission shares its sincere appreciation to the dedicated staff of Joint Communications and recognizes Thursday, April 16, 2015 as Boone County Public Safety Telecommunicator Day.

IN TESTIMONY WHEREOF, this 16th day of April, 2015.

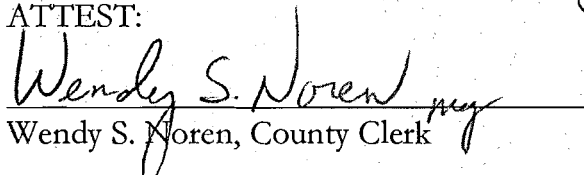



Daniel K. Atwill, Presiding Commissioner


Karen M. Miller, District I Commissioner


Janet M. Thompson, District II Commissioner

ATTEST:


Wendy S. Noren, County Clerk

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STATE OF MISSOURI

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Term. 20 15

County of Boone

In the County Commission of said county, on the

16th

day of April

20 15

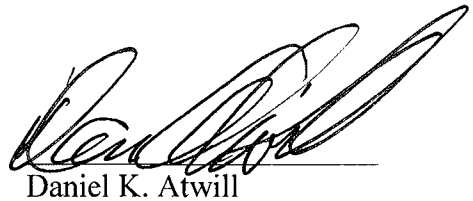
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby accept the attached certification of election from the County Clerk and Election Authority for Boone County, Missouri for the election held on the 7th day of April, 2015 for Hospital Trustee of Boone County.

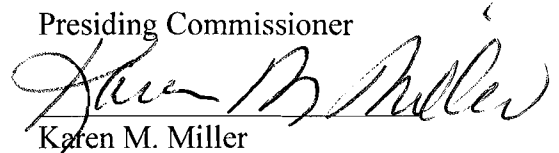
Done this 16th day of April, 2015.

ATTEST:

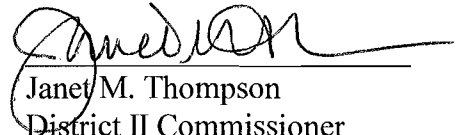
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janey M. Thompson
District II Commissioner

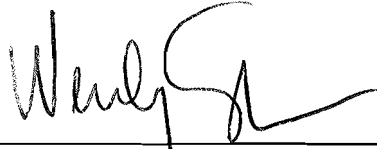
State of Missouri)
)ss.
County of Boone)

I, Wendy S. Noren, Clerk of the County Commission and Election Authority in and for the County of Boone, State of Missouri, do hereby certify that at the election held in the County of Boone, State of Missouri, on Tuesday, April 7, 2015, there were cast by the qualified voters of said County the following votes:

| | | |
|------------------|--|-------|
| Hospital Trustee | | |
| JERRY D. KENNETT | | 9,229 |
| ROBERT DOROGHAZI | | 4,816 |

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Boone, done at office in Columbia, Missouri, this 15th day of April, 2015.

(seal)



Wendy S. Noren
Clerk of the County Commission
and Election Authority in and for
the County of Boone, State of Missouri

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 15

In the County Commission of said county, on the 16th day of April 20 15

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

Now on this day the County Commission of the County of Boone does hereby approve the request by the GIS Department to enter into Grant and Cooperative Agreement G15AC00099 with the United States Geological Survey through their 3D Elevation Program. The cost-share agreement is for a total of \$61,187.50.

Done this 16th day of April, 2015.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



BOONE COUNTY
Department of Information Technology

ROGER B. WILSON GOVERNMENT CENTER
801 E. Walnut, Room 220
Columbia, MO 65201-4890
573-886-4325

Jason Warzinik

GIS Manager

DATE: April 9, 2015

TO: Dan Atwill, Presiding Commissioner
Karen Miller, District I Commissioner
Janet Thompson, District II Commissioner

FROM: Jason Warzinik

SUBJECT: Acceptance of USGS 3D Elevation Program cost-share

cc: June Pitchford, County Auditor
Caryn Ginter, Budget Analyst

The GIS Department is requesting approval to enter into Grant and Cooperative Agreement G15AC00099 with the United States Geological Survey (USGS) through their 3D Elevation Program (3DEP). This cost-share agreement is for a total of \$61,187.50 and will offset costs related to the Assessor's Office 2015 LiDAR flight and related field validation survey project.

Costs associated with the Grant during first year:

- \$11,030 – LiDAR quality control field validation survey project

Costs after first year:

- No cost to the County

Respectfully,

Jason Warzinik, GISP
GIS Manager

Grant and Cooperative Agreement

CHOOSE ONE:

- COOPERATIVE AGREEMENT
 GRANT

CHOOSE ONE: EDUCATION FACILITIES RESEARCH SDCR TRAINING

| | | | | | | | |
|---|--------------------|---|--------------|---|--|----------------------------------|--|
| 1. GRANT/COOPERATIVE AGREEMENT NUMBER G15AC00099 | | 2. SUPPLEMENT NUMBER | | 3. EFFECTIVE DATE 03/20/2015 | | 4. COMPLETION DATE 03/19/2016 | |
| 5. ISSUED TO NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip) BOONE, COUNTY OF Attn: Jason Warzinik 801 E WALNUT RM 205 COLUMBIA MO 65201-4890 | | | | 6. ISSUED BY USGS NATIONAL GRANTS BRANCH Mailing Address: 205 NATIONAL CENTER 12201 SUNRISE VALLEY DRIVE RESTON VA 20192 | | | |
| 7. TAXPAYER IDENTIFICATION NO. (TIN) | | 9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (Name & Phone) Jason Warzinik 573-886-4325 | | | | | |
| 8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO. | | | | | | | |
| 10. RESEARCH, PROJECT OR PROGRAM TITLE County of Boone, Missouri Q2 LiDAR Acquisition | | | | | | | |
| 11. PURPOSE New Cooperative Agreement - 3D Elevation Program | | | | | | | |
| 12. PERIOD OF PERFORMANCE (Approximately) 03/20/2015 through 03/19/2016 | | | | | | | |
| 13A. AWARD HISTORY | | 13B. FUNDING HISTORY | | | | | |
| PREVIOUS | \$0.00 | PREVIOUS | \$0.00 | | | | |
| THIS ACTION | \$61,187.50 | THIS ACTION | \$61,187.50 | | | | |
| CASH SHARE | \$0.00 | TOTAL | \$61,187.50 | | | | |
| NON-CASH SHARE | \$0.00 | | | | | | |
| RECIPIENT SHARE | \$0.00 | | | | | | |
| TOTAL | \$61,187.50 | | | | | | |
| 14. ACCOUNTING AND APPROPRIATION DATA See Schedule | | | | | | | |
| PURCHASE REQUEST NO. | | JOB ORDER NO. | | AMOUNT | | STATUS | |
| 0020068322 | | | | | | | |
| 15. POINTS OF CONTACT | | | | | | | |
| | NAME | MAIL STOP | TELEPHONE | E-MAIL ADDRESS | | | |
| TECHNICAL OFFICER | Claire DeV Vaughan | | 512-927-3583 | cdevaugh@usgs.gov | | | |
| NEGOTIATOR | | | | | | | |
| ADMINISTRATOR | Desiree Santa | | 703-648-7382 | dsanta@usgs.gov | | | |
| PAYMENTS | | | | | | | |
| 16. THIS AWARD IS MADE UNDER THE AUTHORITY OF : 43 USC § 36d CFDA: 15.817 | | | | | | | |
| 17. APPLICABLE STATEMENT(S), IF CHECKED: <input type="checkbox"/> NO CHANGE IS MADE TO EXISTING PROVISIONS <input type="checkbox"/> FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT | | | | 18. APPLICABLE ENCLOSURE(S), IF CHECKED: <input type="checkbox"/> PROVISIONS <input type="checkbox"/> SPECIAL CONDITIONS <input type="checkbox"/> REQUIRED PUBLICATIONS AND REPORTS | | | |
| UNITED STATES OF AMERICA | | | | COOPERATIVE AGREEMENT RECIPIENT | | | |
| CONTRACTING/GRANT OFFICER Sherri Bredesen | | DATE 03/16/2015 | | AUTHORIZED REPRESENTATIVE | | DATE | |

Grant and Cooperative Agreement

| ITEM NO. (A) | ITEM OR SERVICE (Include Specifications and Special Instructions) (B) | QUANTITY (C) | UNIT (D) | ESTIMATED COST | |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | | | | UNIT PRICE (E) | AMOUNT (F) |
| | <p>CFDA Number: 15.817</p> <p>DUNS Number: 073755977+0000</p> <p>USGS Technical Officer: Claire DeV Vaughan National Map Liaison for Texas U.S. Geological Survey 1505 Ferguson Lane Austin, TX 78754-4501 Office: 512-927-3583 Cell: 512-671-0747 cdevaugh@usgs.gov</p> <p>Issuing Office: U.S. Geological Survey Office of Acquisition and Grants 12201 Sunrise Valley Drive, MS 205 Reston, VA 20192 Desiree Santa Voice: (703)648-7382 Fax: (703)648-7901 E-mail: dsanta@usgs.gov</p> <p>Budget Period: 3/20/2015 through 3/19/2016 Total Project Period: 3/20/2015 through 3/19/2016</p> <p>See Terms and Conditions for Final Technical Report Due Date. Delivery: 03/19/2016 Delivery Location Code: 0006366931 USGS NGTOC MS 306 1400 Independence Road Rolla MO 65401 US</p> <p>Period of Performance: 03/20/2015 to 03/19/2016</p> <p>VENDOR: Boone County MO, Michael Warzinik-GIS Manager, 801 East Walnut, Rm 205, Columbia MO Continued ...</p> | | | | |

Grant and Cooperative Agreement

| ITEM NO. (A) | ITEM OR SERVICE (Include Specifications and Special Instructions) (B) | QUANTITY (C) | UNIT (D) | ESTIMATED COST | |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | | | | UNIT PRICE (E) | AMOUNT (F) |
| 00010 | 65201-4890, JWARZINIK@BOONECOUNTYMO.ORG (573) 886-4325 Basic Award Funding Obligated Amount: \$37,936.25 Accounting Info: Account Assignment: K G/L Account: 6100.411C0 Business Area: G000 Commitment Item: 411C00 Cost Center: GGHIEF0000 Functional Area: GE0300000.460000 Fund: 156G0804MD Fund Center: GGHIEF0000 Project/WBS: GX.15.EF00.BAA00.00 PR Acct Assign Line: 01 Funded: \$37,936.25 VENDOR: Boone County MO, Michael Warzinik-GIS Manager, 801 East Walnut, Rm 205, Columbia MO 65201-4890, JWARZINIK@BOONECOUNTYMO.ORG (573) 886-4325 | | | | 37,936.25 |
| 00020 | Basic Award Funding Obligated Amount: \$23,251.25 Accounting Info: Account Assignment: K G/L Account: 6100.411C0 Business Area: G000 Commitment Item: 411C00 Cost Center: GGHIEF0000 Functional Area: GE0300000.460000 Fund: 156G0804MR Fund Center: GGHIEF0000 Project/WBS: GR.15.EF00.14FMA.00 PR Acct Assign Line: 01 Funded: \$23,251.25 Principal Investigator: Jason Warzinik, GISP, GIS Manager Boone County 801 E. Walnut, Room 220 Columbia, MO 65201 Continued ... | | | | 23,251.25 |

Grant and Cooperative Agreement

| ITEM NO. (A) | ITEM OR SERVICE (Include Specifications and Special Instructions) (B) | QUANTITY (C) | UNIT (D) | ESTIMATED COST | |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | | | | UNIT PRICE (E) | AMOUNT (F) |
| | Phone: 573-886-4325 jwarzinik@boonecountymo.org The total amount of award: \$61,187.50. The obligation for this award is \$61,187.50. | | | | |

**COOPERATIVE AGREEMENT NUMBER G15AC00099 BETWEEN
THE UNITED STATES GEOLOGICAL SURVEY**

AND

COUNTY OF BOONE

SECTION A - AGREEMENT

OFFER AND ACCEPTANCE:

The United States of America, acting by and through the USGS, hereby offers a Cooperative Agreement to the County of Boone for all approved costs up to and not exceeding \$61,187.50 (See B.1) for support described herein. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of award. Acceptance is defined as the start of work, drawing down funds, or accepting the award by signature or electronic means. Awards are based on the application submitted to and approved by DOI and are subject to the terms and conditions incorporated either directly or by reference below.

SECTION A – PROJECT DESCRIPTION

A.1 Project Description

This cooperative agreement will provide support for the project titled: “County of Boone, Missouri Q2 LiDAR Acquisition.” The purpose of this project is:

- Improve DEM for the NHD and FEMA Flood Inundation Assessments and RiskMap;
- Improve the hydrography data layer maintained by Missouri and contained National Hydrography Data (NHD);
- Provide a more efficient mechanism for obtaining bare earth DTM data in steep slopes and in heavy forest areas;
- Improve the visualization and analysis of rural and urban development change detection and storm water runoff monitoring; and
- Improve vegetation mapping for forest inventories and wildlife habitat assessments.

A.2 USGS Involvement

Substantial involvement is anticipated through the terms of this Agreement between the USGS and the Recipient. A summary of the involvement is as follows:

USGS will be substantially involved with the Principal Investigator(s) (PI) and other institution staff throughout the course of the project. It is expected that there will be frequent contact between the USGS Technical Point of Contact identified in the cooperative agreement and the PI to discuss project progress and issues. Additional USGS 3DEP staff will be involved in collaborative discussions regarding data specifications and validation, cost estimates, monitoring BAA reporting and data delivery schedules. USGS will perform quality control, data processing

into national databases, data dissemination and archive of the final product. Teleconferences will be held on a quarterly basis to discuss and review project status. A final report at the end of the project is required.

SECTION B – FUNDING AND AWARD PERIODS

B.1 Funding

- a) The total estimated cost of the USGS share for the performance of this Agreement is \$61,187.50, inclusive of any renewal years.
- b) The amount of federal funds obligated under this Agreement, presently the sum of \$61,187.50, shall be available for payment of costs incurred by the Recipient in performance of this Agreement from the effective 3/20/2015 through 3/19/2016. In no event shall costs be incurred in performance of this Agreement in excess of the funds currently obligated.

B.2 Award Periods

The initial budget period is from 3/20/2015 through 3/19/2016. The total project period is from 3/20/2015 through 3/19/2016.

B.3 Pre-Agreement Costs

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

SECTION C - DELIVERABLES

C.1 Progress Reports

- a) The Recipient shall submit two copies of each Progress Report to the USGS Project Officer and one copy of the transmittal letter to the USGS Contracting Officer. The recipient shall submit monthly progress reports at the first of each month following the award date. Unless otherwise specified in this Agreement, annual progress reports should be submitted at least sixty (60) days prior to the end of the current Federal FY budget year (July 31, 2015) to allow adequate time for the designated office to review the report. In the case of multi-year Agreements, failure to submit timely reports may delay processing of funding increments. All progress reports are required to support any requests for an extension to the project period.
- b) The progress reports shall include the following information:
 - i. Scheduled and actual:
 - a. Date the data acquisition contract is in place
 - b. Date that the flying begins
 - c. Date the flying (Lidar acquisition) is scheduled for / is completed

- d. Date the data is delivered from the acquisition contractor to the organization
 - e. Expected delivery date to the USGS
 - ii. A comparison of actual accomplishments to the objectives of the Agreement established for the budget period and overall progress in response to the performance metrics.
 - iii. The reasons why established goals were not met, if appropriate.
 - iv. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
 - v. An outline of anticipated activities and adjustments to the program during the next budget period.
- c) Between the required reporting dates, events may occur which have significant impact upon the project or program. In such cases, the Recipient shall inform the USGS as soon as the following types of conditions become known:
- (i) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Agreement. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 - (ii) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

C.2 Final Technical Report

- a) The Recipient shall submit two copies of the final technical report to the USGS Project Officer and one copy of the transmittal letter to the USGS Contracting Officer. The final performance report will be due 90 calendar days after the period of performance end date.
- b) The final technical report shall document and summarize the results of Recipient's work. The report shall include a quantitative description of activities and overall progress in response to the performance metrics which documents and summarizes the results of the entire Agreement. The final report shall include tables, graphs, diagrams, sketches, etc., as required to explain the results achieved under the Agreement. The report shall also include recommendations and conclusions based upon both the experience and the results obtained.

C.3 Final Data Delivery

- a) Data Delivery Specifications

Data shall adhere to USGS Base Lidar Specifications V1.2 (*Heidemann, Hans Karl, 2014, Lidar base specification (ver. 1.2, November 2014): U.S. Geological Survey Techniques and Methods, book 11, chap. B4, 67 p. with appendixes,*) <http://dx.doi.org/10.3133/tm11B4>.)

- b) Data Delivery & Address

The Delivery date for final data delivery is 3/19/2016, however, the recipient may request an extension if there is a delay in the data acquisition.

Instructions and a delivery address for the data will be provided by the USGS project officer at the time of data delivery.

C.4 Annual Financial Reports

- a) The Recipient will submit an annual SF 425, Federal Financial Report, for each individual USGS award. The SF 425 is available at http://www.whitehouse.gov/omb/grants_forms. The SF 425 will be due ninety (90) calendar days after the grant year (i.e., 12 months after the approved effective date of the Agreement and every 12 months thereafter until the expiration date of the Agreement). USGS acknowledges that this annual reporting schedule may not always correspond with a specific budget period.
- c) The SF 425 must be submitted electronically through the FedConnect Message Center (www.fedconnect.net) or, if FedConnect is not available, by e-mail to SF425@usgs.gov with a cc to the Contracting Officer. Recipient must include the USGS award number in the subject line of all correspondence. If, after 90 days, Recipient has not submitted a report, the Recipient's account in ASAP will be placed in a manual review status until the report is submitted.

C.5 Final Financial Report

- a) The Recipient will liquidate all obligations incurred under the award and submit a final SF 425, Federal Financial Report in accordance with D.3.b. no later than 90 calendar days after the Agreement completion date.
- b) Recipient will promptly return any unexpended federal cash advances or will complete a final draw from ASAP to obtain any remaining amounts due. Once 120 days has passed since the Agreement completion date, USGS shall unilaterally deobligate federal funds as reflected in the Final SF425.
- c) Subsequent revision to the final SF 425 will be considered only as follows:
 - i. When the revision results in a balance due to the Government, the Recipient must submit a revised final SF 425, Federal Financial Report, and refund the excess payment whenever the overcharge is discovered, no matter how long the lapse of time since the original due date of the report.
 - ii. When the revision represents additional reimbursable costs claimed by the Recipient, a revised final SF 425 may be submitted to the USGS Contracting Officer with an explanation. If approved, the USGS will either request and pay a final invoice or reestablish the ASAP subaccount to permit the Recipient to make a revised final draw. Any revised final report representing additional reimbursable amounts must be submitted no later than 1 year from the due date of the original report, i.e., 15 months following the Agreement completion date.

USGS will not accept any revised SF 425 covering additional expenditures after that date and will return any late request for additional payment to the Recipient.

C.6 Publications

Please see Section E.3.d. No Endorsement Provision for additional regulation of publications.

a) Acknowledgement

Recipient is required to place an acknowledgment of USGS support and a disclaimer, as appropriate, on any publication written or published with such support and, if feasible, on any publication reporting the results of, or describing, a grant-supported activity. An acknowledgment shall be to the effect that:

The project described in this publication was supported by Grant/Cooperative Agreement Number G15AC00099 from the United States Geological Survey. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the USGS.

b) Publication

Publication of the results of any project carried out under this assistance award is authorized in professional journals, trade magazines, or may be made by the USGS. Any publications which do not contain an USGS endorsement do not require prior Government approval. Such manuscripts or publications submitted to journals or professional publications for publication shall be accompanied by the following notation:

This manuscript is submitted for publication with the understanding that the United States Government is authorized to reproduce and distribute reprints for Governmental purposes.

One copy of each article planned for publication shall be submitted to the USGS Project Officer simultaneously with its submission for publication. One reprint of each published article shall be submitted to the USGS Project Office immediately following publication.

c) Department of the Interior Requirements

Two copies of each publication produced under a Grant or Cooperative Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication. The address of the library is:

U.S. Department of the Interior
Natural Resources Library
Division of Information and Library Services
Gifts and Exchange Section
18th and C Streets, NW
Washington, DC 20240

Publications issued on the work performed under this agreement must acknowledge the support and collaboration of the Department of the Interior, USGS and the Recipient under Assistance Award Number G15AC00099.

SECTION D – ASSISTANCE ADMINISTRATIVE DATA

D.1 Assistance Administration

This Assistance Award will be administered by:

U.S. Geological Survey
Office of Acquisition and Grants
12201 Sunrise Valley Drive, MS 205
Reston, VA 20192
Attn: Desiree T. Santa
Telephone: 703-648-7382
Fax: 703-648-7901
Email: dsanta@usgs.gov

Written communications shall make reference to the Assistance Award number and shall be mailed to the above address.

D.2 Payment

Payments under financial assistance awards must be made using the Department of the Treasury Automated Standard Application for Payments (ASAP) system (www.asap.gov).

- a) The Recipient agrees that it has established or will establish an account with ASAP. USGS will initiate enrollment in ASAP. If the Recipient does not currently have an ASAP account, they must designate an individual (name, title, address, phone and e-mail) who will serve as the Point of Contact (POC).
- b) With the award of each grant/cooperative agreement, a sub-account will be set up from which the Recipient can draw down funds. After Recipients complete enrollment in ASAP and link their banking information to the USGS ALC (14080001), it may take up to 10 days for sub-accounts to be activated and for funds to be authorized for drawdown in ASAP.
- c) Inquiries regarding payment should be directed to ASAP at 855-868-0151.
- d) Payments may be drawn in advance only as needed to meet immediate cash disbursement needs.

D.3 Revisions and Prior Approvals

Modifications to this Agreement shall generally be executed by mutual written consent of the parties, with the exception of certain purely administrative changes that may be executed unilaterally by the USGS. Recipients may make certain limited budgetary and programmatic changes without prior USGS approval as outlined in 2 CFR 200.308 and 200.407. Any proposed change which requires prior written approval of the USGS shall be submitted in writing to the address at E.1 at least thirty (30) days prior to the requested effective date of the proposed change. The USGS will respond to the change request within thirty (30) days of receipt.

- a) **Extensions**. Recipients are specifically advised that requests for extension or other change to the budget or project period(s) require prior written approval. Such requests must be submitted as outlined above and be accompanied by a statement supporting the extension and a revised budget indicating the planned use of all unexpended funds during the proposed extension period.
- b) **Transfer of Funds**. Recipients are specifically advised that prior written approval of the USGS Contracting Officer is not required for transfer of funds between direct cost categories when the cumulative amount of the transfer during the performance period does not exceed ten percent (10%) of the total USGS award. Prior written approval is required from the USGS Contracting Officer for transfers of funds in excess of the ten percent limitation.
- c) **Carry Forward of Funds**. Recipients are specifically advised that prior written approval by the USGS Contracting Officer is required to carry forward unobligated balances to subsequent budget periods. It is expected that funds be expended during the budget period for which they are obligated. The request must include the amount of funds to be carried over, why the carry-over of funds is necessary, and for how long the funds should be carried over.

SECTION E - GENERAL PROVISIONS

E.1 Cost Principles, Audit, And Administrative Requirements

The Recipient shall be subject to the following regulations, which are incorporated herein by reference. Copies of these regulations can be obtained from the Internet at:

http://www.whitehouse.gov/omb/grants_docs

- Educational Institutions / State and Local Governments / Non-Profit Organizations**

2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, as implemented by the Department of the Interior in 2 CFR Part 1402 and 43 CFR Part 12.

- Foreign Entities**

- **Administrative Requirements**

Foreign entities are subject to the requirements applicable to non-Federal entities in 2 CFR Part 200, Subparts A through D and:

Foreign public entities are also subject to the requirements specific to States, with the following exceptions:

- The State payment procedures in 200.305(a) do not apply. Foreign public entities must follow the payment procedures in 200.305(b).
- The requirements in 200.321 “Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms” do not apply.
- The requirements in 200.322 “Procurement of recovered materials” do not apply.

Foreign non-profit organizations (see definition in 2 CFR 200.70) are also subject to the requirements specific to non-profit organizations.

Foreign Institutions of Higher Education (IHEs) (i.e., institutions located outside the United States that meet the definition in 20 U.S.C. 1001) are also subject to the requirements specific to IHEs.

- **Cost Principles**

Foreign for-profit entities are subject to the cost principles in 48 CFR 1, Subpart 31.2.

Foreign hospitals (i.e., a facility licensed as a hospital under the law of any foreign governmental entity or a facility operated as a hospital by a foreign public entity) are subject to the cost principles in 45 CFR Part 74, Appendix E.

All other foreign entities are subject to the requirements applicable to non-Federal entities in 2 CFR Part 200, Subpart E.

Foreign public entities are also subject to the requirements specific to States.

- **Indirect Cost Rate Negotiations**

Foreign IHEs: Appendix III to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for IHEs. The U.S. Department of Health and Human Services (HHS) is the cognizant agency for indirect costs for foreign IHEs. Visit HHS’ Cost Allocation Services website at <https://rates.psc.gov/> for more information.

Foreign non-profit organizations: Appendix IV to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations.

Foreign public entities: Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals.

Foreign for-profit entities: Contact the National Interior Business Center (IBC), Indirect Cost Services by telephone at (916) 566-7111 or by e-mail at: ics@ibc.doi.gov.

Visit the IBC's Indirect Cost Services website at http://www.doi.gov/ibc/services/Indirect_Cost_Services/index.cfm for more information.

Foreign hospitals: 45 CFR Part 74, Appendix E—Principles for Determining Cost Applicable to Research and Development Under Grants and Contracts with Hospitals. HHS is the cognizant agency for indirect costs for foreign hospitals. Visit HHS' Cost Allocation Services website at <https://rates.psc.gov/> for more information.

For-Profit Entities, Individuals, and Others Not Covered Above

- **Administrative Requirements**

2 CFR Part 200, Subparts A through D, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*

- **Cost Principles**

48 CFR 1, Subpart 31.2, *Contracts with Commercial Organizations*

- **Indirect Cost Rate Negotiations**

For information on indirect cost rate negotiations, contact the Interior Business Center (IBC) Indirect Cost Services Division by telephone at (916) 566-7111 or by e-mail at: ics@ibc.doi.gov. Visit the IBC Indirect Cost Services Division website at http://www.doi.gov/ibc/services/Indirect_Cost_Services/index.cfm for more information.

E.2 Additional Regulations

This award is subject to the following additional Governmentwide regulations:

- 2 CFR 180, Governmentwide Debarment and Suspension (Nonprocurement)
- 2 CFR 182, Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

This award is subject to the following additional regulations of the U.S. Department of the Interior:

- 2 CFR Part 1400, Nonprocurement Debarment and Suspension
- 2 CFR Part 1401, Requirements for a Drug Free Workplace (Financial Assistance)
- 43 CFR Part 17, Nondiscrimination in Federally Assisted Programs of the Department of the Interior
- 43 CFR Part 18, New Restrictions on Lobbying
 - Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying
- 43 CFR Part 41, Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance [*Applies only if this award provides assistance to an education program or student(s)*]

E.3 Additional Articles Required For Compliance with Statute or Regulation

a) The Seat Belt Provision (Executive Order 13043)

Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seatbelts and the consequences of not wearing them.

b) Federal Leadership on Reducing Text Messaging while Driving (Executive Order 13513)

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order.

(http://www.whitehouse.gov/the_press_office/Executive-Order-Federal-Leadership-on-Reducing-Text-Messaging-while-Driving/)

c) Use of U.S. Flag Air Carriers (49 USC Section 40118)

Any air transportation to, from, between or within a country other than the U.S. of persons or property, the expense of which will be paid in whole or in part by U.S. Government funding, must be performed by, or under a code-sharing arrangement with, a U.S. flag air carrier if service provided by such a carrier is "available" (49 U.S.C. 40118, commonly referred to as the Fly America Act). Tickets (or documentation for electronic tickets) must identify the U.S. flag air carrier's designator code and flight number. See the Federal Travel Regulation §301-10.131 - §301-10.143 for definitions, exceptions, and documentation requirements. (See also Comp. Gen. Decision B-240956, dated September 25, 1991.)

d) No Endorsement Provision

Federal ethics and conduct regulations contained in 5 CFR Part 2635 implement Executive Order 12674, 3 CFR, 1989 Comp., p. 215 (as modified by Executive Order 12731, 3 CFR, 1990 Comp., p. 306), "Principles of Ethical Conduct for Government Officers and Employees," by prohibiting employees from endorsing in an official capacity the proprietary products or processes of manufacturers or the services of commercial firms for advertising, publicity, or sales purposes. The Department's use of materials, products, or services does not constitute official endorsement.

The policy below applies to a grant/cooperative agreement whose principal purpose is a partnership where the recipient/partner contributes resources to promote agency programs, publicize agency activities, assists in fundraising, or provides assistance to the agency. In the event that such a grant/cooperative agreement is awarded to a recipient, other than a State government, a local government, or a Federally-recognized Indian tribal government, and authorizes joint dissemination of information and promotion of activities being supported, the following provision shall be made a term and condition of the award:

- 1) Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service, or position which the Recipient represents. No release of information relating to this award may state or imply that the Government approves of the Recipient's work products, or considers the Recipient's work product to be superior to other products or services.
- 2) All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

- 3) Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.
 - 4) A Recipient further agrees to include this provision in a subaward to any subrecipient, except for a subaward to a State government, a local government, or to a Federally-recognized Indian tribal government.
- e) Trafficking in Persons (2 CFR Part 175)
- a. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on

Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., “2 CFR part XX”)].

b. *Provision applicable to a recipient other than a private entity.*

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., “2 CFR part XX”)].

c. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. *Definitions.*

For purposes of this award term:

1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

f) Reporting Subawards and Executive Compensation Information (2 CFR Part 170).

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting Total Compensation of Recipient Executives.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the

compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards,
and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. *Executive* means officers, managing partners, or any other employees in management positions.
3. *Subaward*:
- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ___ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. *Subrecipient* means an entity that:
- i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. *Salary and bonus*.
 - ii. *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.
 - v. *Above-market earnings on deferred compensation which is not tax-qualified*.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

g) System of Award Management and Universal Identifier Requirements (2 CFR Part 25)

a. *Requirement for System of Award Management*

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

b. *Requirement for Unique Entity Identifier Numbers*

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

c. *Definitions*

For purposes of this award term:

1. *System of Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - i. A Governmental organization, which is a State, local government, or Indian Tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization; and
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. *Subrecipient* means an entity that:
 - i. Receives a subaward from you under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.

h) Prohibition on Members of Congress Making Contracts with Federal Government (41 USC Section 6306)

No member of or delegate to the United States Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

i) Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection (41 USC Section 4712)

This requirement applies to all awards issued after July 1, 2013 and shall be in effect until January 1, 2017.

- a. This award and related subawards and contracts over the simplified acquisition threshold and all employees working on this award and related subawards and contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the *National Defense Authorization Act for Fiscal Year 2013* (P.L. 112-239).
- b. Recipients, and their subrecipients and contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- c. The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

E.4 Additional General Terms and Conditions

a) Research Integrity

- 1) USGS requires that all grant or cooperative agreement Recipient organizations adhere to the Federal Policy on Research Misconduct, Office of Science and Technology Policy, December 6, 2001, 65 Federal Register (FR) 76260. The Federal Policy on Research Misconduct outlines requirements for addressing allegations of research misconduct, including the investigation, adjudication, and appeal of allegations of research misconduct and the implementation of appropriate administrative actions.
- 2) The Recipient must promptly notify the USGS Project Office when research misconduct that warrants an investigation pursuant to the Federal Policy on Research Misconduct is alleged.

b) Access To Research Data

- 1) Recipients that are institutions of higher education, hospitals, or non-profit organizations are required to release research data first produced in a project

supported in whole or in part with Federal funds that are cited publicly and officially by a Federal agency in support of an action that has the force and effect of law (e.g., regulations and administrative orders). "Research data" is defined as the recorded factual material commonly accepted in the scientific community as necessary to validate research findings. It does not include preliminary analyses; drafts of scientific papers; plans for future research; peer reviews; communications with colleagues; physical objects (e.g., laboratory samples, audio or video tapes); trade secrets; commercial information; materials necessary to be held confidential by a researcher until publication in a peer-reviewed journal; information that is protected under the law (e.g., intellectual property); personnel and medical files and similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy; or information that could be used to identify a particular person in a research study.

- 2) These requirements do not apply to commercial organizations or to research data produced by State or local governments. However, if a State or local governmental grantee contracts with an educational institution, hospital, or non-profit organization, and the contract results in covered research data, those data are subject to these disclosure requirements.
- 3) Requests for the release of research data subject to this policy are required to be made to USGS, which will handle them as FOIA requests under 43 CFR 2.25. If the data are publicly available, the requestor will be directed to the public source. Otherwise, the USGS Contract Officer, in consultation with the affected Recipient and the PI, will handle the request. This policy also provides for assessment of a reasonable fee to cover Recipient costs as well as (separately) the USGS costs of responding.

c) Conflict of Interest

The Recipient must establish safeguards to prohibit its employees and Subrecipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the USGS Contracting Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Sub-recipients in the matter.

The USGS Contracting Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the USGS Contracting Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the USGS Contracting Officer in writing. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award.

Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

d) Program Income

- 1) If the Recipient is an educational institution or nonprofit research organization, any other program income will be added to funds committed to the project by the Federal awarding agency and Recipient and be used to further eligible project or program objectives, as described in 2 CFR 200.307(e)(2).
- 2) For all other types of Recipients, any other program income will be deducted from total allowable costs to determine the net allowable costs before calculating the Government's share of reimbursable costs, as provided in 2 CFR 200.307(e)(1).

e) Government Furnished Property Or Property Authorized For Purchase

Title to nonexpendable personal property acquired wholly or in part with Federal funds shall be vested in the Recipient unless otherwise specified in the award document. The Recipient shall retain control and maintain a property inventory of such property as long as there is a need for such property to accomplish the purpose of the project, whether or not the project continues to be supported by Federal funds. When there is no longer a need for such property to accomplish the purpose of the project, the Recipient shall use the property in connection with other Federal awards the Recipient has received. Under no circumstances shall title to such property be vested in a sub-tier Recipient. Disposal of nonexpendable personal property shall be in accordance with 2 CFR 200.311.

There is no non-expendable personal property authorized on this grant/cooperative agreement.

SECTION F – SPECIAL PROVISIONS

None.

SECTION G – DOCUMENTS INCORPORATED BY REFERENCE AND ORDER OF PRECEDENCE

G.1 Documents Incorporated By Reference

The following documents are hereby incorporated into this Agreement by reference:

- 1) The Recipient's proposal "Modeling Inland and Coastal, Natural and Man-Made Infrastructure," dated 12/11/2014;
- 2) The Recipient's application for financial assistance (SF424, SF424A, SF424B), dated 12/11/2014.

G.2 Order of Precedence

In the event of any inconsistency within this Agreement, the following order of precedence shall be followed:

- 1) The cover page.
- 2) Sections A through G of this Agreement.
- 3) Documents incorporated by reference (see H.1) in the order in which they are incorporated.

– END OF ASSISTANCE AWARD DOCUMENT –

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 15

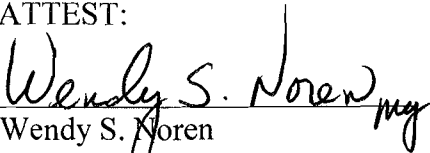
In the County Commission of said county, on the 16th day of April 20 15
the following, among other proceedings, were had, viz:

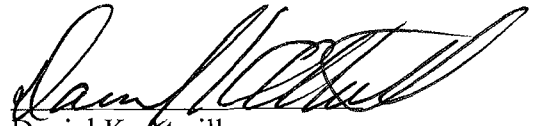
Now on this day the County Commission of the County of Boone does hereby approve the attached Consultant Services Agreement with A Civil Group to provide LiDAR Validation Survey for the GIS Department.

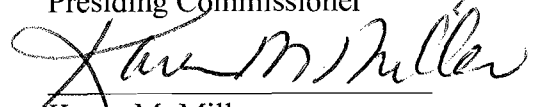
It is further ordered the Presiding Commissioner is hereby authorized to sign said Consultant Services Agreement.


Done this 16th day of April, 2015.

ATTEST:


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

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 15th day of April, 2015, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

Consultant Name: A Civil Group, 3401 Broadway Business Park Court, Ste. 105, Columbia, MO 65203

Project/Work Description: LiDAR Validation Survey

Proposal Description: A Civil Group to perform all services outlined in the Memorandum from Jason Warzinik dated February 26, 2015, and the written proposal response from A Civil Group dated March 10, 2015 executed by Jay Gebhardt.

Modifications to Proposal: Fees and expenses **shall not exceed \$11,030.00** without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Resource Management Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the General Consultant Services Agreement, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services Agreement shall control unless the proposal approved herein specifically identifies a term or condition of the General Consultant Services Agreement that shall not be applicable or this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

A CIVIL GROUP

By Jay Gebhardt
Title Chief Operating Officer
Dated: 3/23/15

BOONE COUNTY, MISSOURI

By Paul [Signature]
Presiding Commissioner
Dated: 4-16-15

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy S. Norewmy
County Clerk

Certification:

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

Jane E. Pitchford 4/19/15 2010 -- 71101
Auditor by aff Date



BOONE COUNTY
Department of Information Technology
GIS Department

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
801 E. Walnut, Room 220
Columbia, MO 65201-4890
573-886-4325

Jason Warzinik

GIS Manager

DATE: February 26, 2015

TO: A Civil Group

FROM: Jason Warzinik

SUBJECT: LiDAR Validation Survey GPS XYZ Coordinates Quote Request (Boone County General Consultant Services Agreement)

The Boone County GIS Department is requesting an official quote for survey related professional services based on the 2015 General Consultant Services Agreement. The services will provide ground validation of the County's 2015 Light Detection And Ranging (LiDAR) elevation project deliverables.

At 44 locations in and around Boone County Missouri, 97 GPS XYZ coordinates shall be captured in various vegetation and ground conditions. XYZ shall be in MO central State Plane Coordinates NAD83, NAVD88, Geoid12A, US feet at 44 locations throughout Boone County.

- Use MoDOT CORS VRS Network, setup 10 seconds per point using the VRS Network
- 2cm or better accuracy
- JPG photo(2) for each survey location – one close up and one general area of location

At many of the 44 locations, multiple GPS coordinate XYZ values will be collected (see 'Figure A' map on next page and attached shapefile). Most often this will include a GPS XYZ point for each natural area ground type (hard surface, grassy, and forested) in the general area of the location (see 'Figure A Detail' for sample).

BREAKDOWN OF LOCATION AND GROUND TYPES TO BE COLLECTED:

22 Locations - All Natural Area Ground Types (66 Total GPS XYZ Points)

- Hard surface: concrete, asphalt or gravel
- Grass (short or tall)
- Trees or forested

3 Locations - All Natural Area Ground Types & Urban Area Feature (12 Total GPS XYZ Points)

- Hard surface: concrete, asphalt or gravel
- Grass (short or tall)
- Trees or forested
- Urban areas

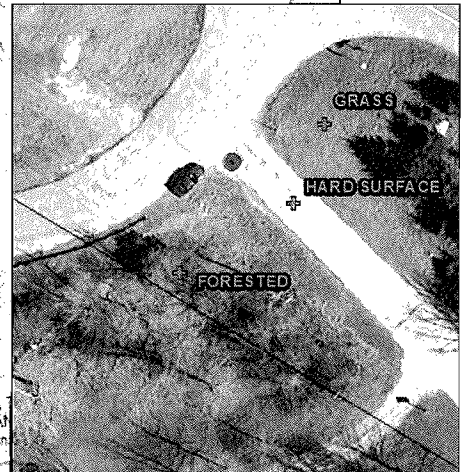
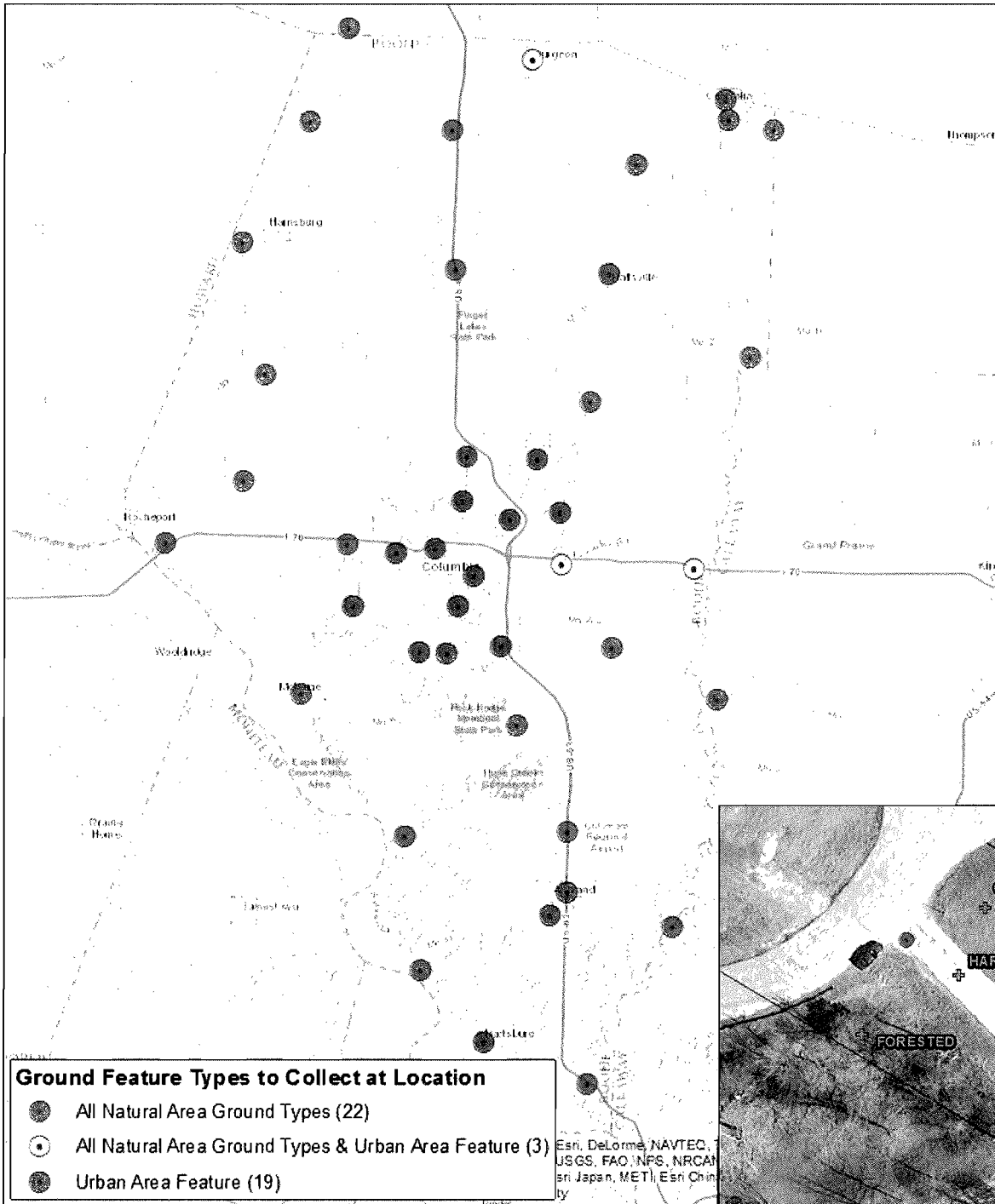
19 Locations - Urban Area Feature Only (19 Total GPS XYZ Points)

- Urban areas

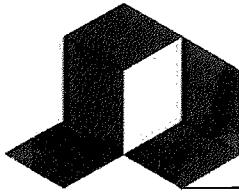
DELIEVERY DEADLINE:

Survey location report, photos, and shapefile (with columns containing photo names) shall be delivered no later than May 20.

FIGURE A: LIDAR VALIDATION SURVEY CONTROL LOCATIONS (44)



DETAIL: Location detail showing the sample GPS types to be captured



A CIVIL GROUP

CIVIL ENGINEERING - PLANNING - SURVEYING

Letter Agreement for Surveying Services

March 10, 2015

Jason Warzinik
801 E. Walnut, Room 220
Columbia, MO 65201

Re: LiDAR Validation Survey GPS XYZ Coordinates Quote Request

Dear Mr. Warzinik,

Thank you for the opportunity to provide this quote. A Civil Group has performed survey services similar to this request and involving GPS methods for governmental agencies, either directly or as a subconsultant on numerous other projects. From this experience we are confident we can perform these tasks and complete them by the required deadline.

For this work we will be using a Trimble R6 GPS System with a TSC3 Data Collector, updated with the latest software, including the required Geoid12A model. We will utilize the MoDOT CORS VRS Network and the latest NAD83-2011 reference system. In case it is not possible to perform the required work using our GPS unit we can employ a Trimble Robotic Total Station to collect the required data.

We propose to render the following described professional surveying services:

Task 1 – Field Survey

Obtaining raw field data will require the following steps. These may be adjusted as seen appropriate by Boone County Staff.

1. Meeting with Boone County staff to finalize scope of work, any requested project kickoff meeting and coordination to ensure we have all the latest and pertinent information.
2. Identify locations of all sites, create route outline to minimize drive time for survey crew.
3. Create typical procedure for survey crew to follow at each site. Information to collect and document in accordance with Boone County Requirements.
4. Survey Crew will visit each site, shoot all necessary ground types at the location with a minimum 10 second shot. Take necessary photos.
5. Coordination of office and field staff as well as with Boone County Staff if some locations seem they will be too time consuming and make adjustments as necessary and/or as directed by Boone County.
6. Download of survey data to be analyzed in Autocad Civil 3D 2015.

Task 2 – Preparation of Deliverables

Preparing raw information into format preferred and requested by Boone County will require the following steps. These may be adjusted as seen appropriate by Boone County Staff.

1. Compile all survey data collected by field collection into base map in AutocadC3D.
2. Prepare survey location report including GIS Shapefile and/or Excel file with column containing photo names, photos and survey metadata collected by the GPS equipment (including positional accuracy info, PDOP, number of satellites, etc.). Letter report to be signed and sealed by registered land surveyor in the state of Missouri.
3. Deliver to Boone County, Coordination with county to ensure proper format and all information is included within the deliverables.

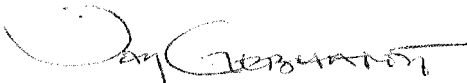
Total Estimated Cost all Tasks is \$11,030.00

We acknowledge all documents shall be delivered in full no later than May 20th to Boone County.

We acknowledge all terms and conditions as laid out with the Boone County General Services Agreement (GSA) will apply for this work. We have attached a copy of our rate schedule as referenced in the GSA, well as an anticipated breakdown of project costs

We appreciate the opportunity to provide this proposal and if you have any questions please contact me at the number below.

Thank you,
A Civil Group



Jay Gebhardt, PE, PLS

SURVEY ESTIMATE FOR
LIDAR VALIDATION SURVEY
BOONE COUNTY, MO

TASK 1 -FIELD SURVEY

| | | | |
|---|-------------------|--------------------------|-------------------|
| Field Document Preparation/Coordination | <u>16</u> Hours X | <u>\$125.00</u> | <u>\$2,000.00</u> |
| Field Survey | <u>50</u> Hours X | <u>\$125.00</u> | <u>\$6,250.00</u> |
| | | TASK 1 - SUBTOTAL | \$8,250.00 |

TASK 2 - PREPARATION OF DELIVERABLES

| | | | |
|---|------------------|--------------------------|-------------------|
| Data Compiling/Preparing Base Map | <u>8</u> Hours X | <u>\$125.00</u> | <u>\$1,000.00</u> |
| Preparation of Survey Report/GIS Deliverables | <u>8</u> Hours X | <u>\$125.00</u> | <u>\$1,000.00</u> |
| Project Management | <u>6</u> Hours X | <u>\$130.00</u> | <u>\$780.00</u> |
| | | TASK 2 - SUBTOTAL | \$2,780.00 |

| | | | |
|--|--|------------------------|--------------------|
| | | ALL TASKS TOTAL | \$11,030.00 |
|--|--|------------------------|--------------------|

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

16th

day of April

20 15

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Agreement between Boone County and United Parcel Service, Inc.

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

Done this 16th day of April, 2015.

ATTEST:

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

[Signature]
Daniel K. Atwill
Presiding Commissioner

[Signature]
Karen M. Miller
District I Commissioner

[Signature]
Janet M. Thompson
District II Commissioner

AGREEMENT

THIS AGREEMENT is entered into by and between the County of Boone, 801 E. Walnut, Room #333, Columbia, Missouri 65201 and United Parcel Service, Inc., (UPS), c/o Kevin Stoelting, UPS Real Estate Director, 636 E Sandy Lake Road, Coppell, TX 75019:

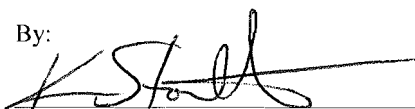
The parties hereto agree as follows:

1. The term of the Agreement shall begin on April 1, 2015 until June 15, 2015.
2. The rental amount for the entire term shall be \$1,500.00, payable within ten (10) days from the execution of this agreement.
3. The Demised Premises are depicted in Exhibit "A" attached hereto and shall be used for trailer staging.
4. United Parcel Service, Inc. shall quietly enjoy full use of the Demised Premises during the entire term of this Agreement.
5. Boone County Missouri hereby represents and warrants it has full authority to enter into this Agreement.
6. United Parcel Service, Inc. shall carry public liability insurance on the Demised Premises and shall name Boone County as additional insured under that policy.
7. United Parcel Service, Inc. shall be responsible for any damage caused by its employees, agents or invitees and shall maintain the area in a neat, clean and orderly manner.

SO AGREED.

United Parcel Service, Inc.

By:



Kevin Stoelting
Corporate Real Estate Manager

Dated:

4/8/15

Boone County, Missouri

By:

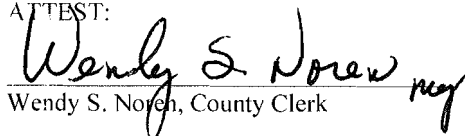


Daniel K. Atwell, Residing Commissioner

Dated:

4-16-15

ATTEST:

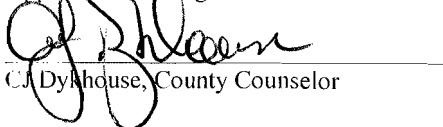


Wendy S. Noren, County Clerk

Acknowledged for budgeting purposes:

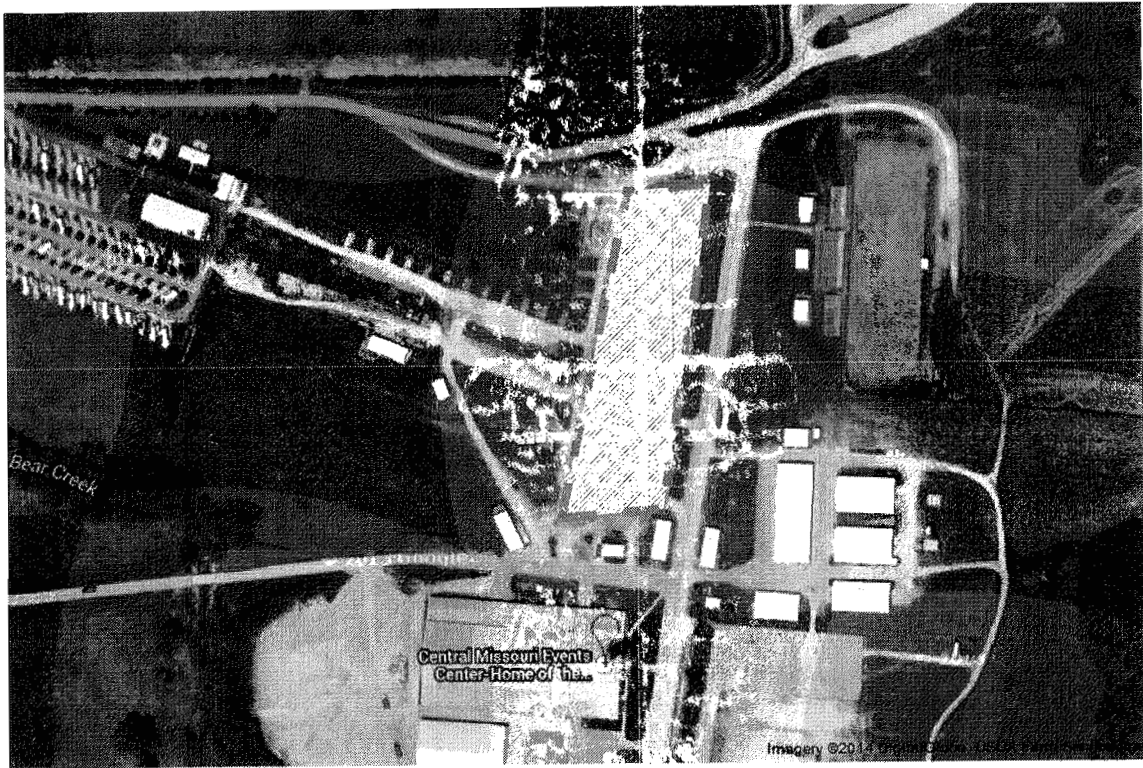
June Pitchford by jg 04/10/2015
June Pitchford, Auditor
Rev Account 1190-382 Z

Approved as to Legal Form:



CJ Dylhouse, County Counselor

Exhibit A (8/26/2014)
Boone County Fairgrounds



KS 4/8/15

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20 15

County of Boone

} ca.

In the County Commission of said county, on the

16th

day of

April

20 15

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 of the Government Center Chambers by Missouri For Liberty for May 11, June 8 and July 13, 2015 from 7:00 p.m. to 9:00 p.m.

Done this 16th day of April, 2015.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Missouri For Liberty
Address: P.O. Box 30572, Columbia, Mo, 65205
City: Columbia State: MO ZIP Code: 65205
Phone: 317-360-4171 Website: Moforliberty.com

Individual Requesting Use: Sean Reberry Position in Organization: Chairman

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: Meeting

Description of Use (ex. Speaker, meeting, reception): Meeting for discussion

Date(s) of Use: 2nd Monday of the Month

Start Time of Setup: 7 AM/PM 7 AM/PM

End Time of Event: 9 AM/PM End Time of Cleanup: 9 AM/PM

- The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:
1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
 2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
 3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
 4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
 5. 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 of rooms as specified in this application.

Organization Representative/Title: Sean Reberry, Chairman

Phone Number: 317-360-4171 Date of Application: 4/12/15

Email Address: seanreberry@gmail.com

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 GOVERNMENT CONFERENCE ROOMS

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:
Wendy S. Nowe my
County Clerk

BOONE COUNTY, MISSOURI
[Signature]
County Commissioner

DATE: 4-16-15

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

16th

day of

April

20 15

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 of the Government Center Chambers and Courthouse Plaza by Karen Placke for May 22 and 23, 2015 for the following times:

- May 22, 2015: 5:00 p.m. to 8:00 p.m. (Chambers & Plaza)
- May 23, 2015: 12:00 p.m. to 5:00 p.m. (Chambers & Plaza)

Done this 16th day of April, 2015.

ATTEST:

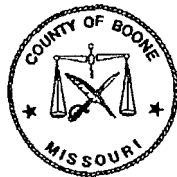
Wendy S. Noren
 Wendy S. Noren
 Clerk of the County Commission

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Janet M. Thompson
 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 CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: _____
Address: 1422 N Abilene Acres
City: Columbia State: Mo ZIP Code: 65202
Phone: 816-810-7510 Website: _____
Individual Requesting Use: Karen Placke Position in Organization: _____
Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic
Event: Wedding
Description of Use (ex. Speaker, meeting, reception): 5-8
Date(s) of Use: May 22 PM, May 23 PM 2015
Start Time of Setup: May 23 12:00 AM/PM Start Time of Event: May 23 3:00 AM/PM
End Time of Event: 4:00 AM/PM End Time of Cleanup: 5:00 AM/PM

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

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. 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 of rooms as specified in this application.

Organization Representative/Title: Karen Placke
Phone Number: 816/810/7510 Date of Application: 4/13/15
Email Address: karenplacke@hotmail.com

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 GOVERNMENT CONFERENCE ROOMS

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:

Wendy S. Noren
County Clerk

BOONE COUNTY, MISSOURI

[Signature]
County Commissioner

DATE: 4-16-15

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

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

Organization: _____

Address: _____

City: _____ State: _____ ZIP Code _____

Phone: _____ Website: _____

Individual Requesting Use: Karen Placke

Position in Organization: mother of bride's

Address: 1422 N. Abilene Acres

City: Columbia State: Mo ZIP Code 65202

Phone: 816-810-7510 Email: karenplacke@hotmail.com

Event: wedding

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

Date(s) of Use: May 23, 2015

Start Time of Setup: 8:00 AM/PM PM - May 22, 2015 - Rehearsal

Start Time of Event: 3:00 AM/PM PM May 23, 2015 (If start times vary for multiple day events, please specify)

End Time of Event: 4:00 May 23 AM/PM PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 5:00 AM/PM PM

Emergency Contact During Event: Jennifer Lage Phone: 573-289-2218

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: _____

How many attendees (including volunteers) do you anticipate being at your event? 45

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.

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):

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 ^{speaker} 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: Karen Placke

Address: 1422 N. Abilene Acres Columbia Mo 65202

Phone Number: 816-810-7510 Date of Application: 4/13/15

Email Address: karenplacke@hotmail.com

Signature: Karen Placke

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@boonecountymmo.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:

Wendy S. Noren
County Clerk

BOONE COUNTY, MISSOURI

David K. [Signature]
County Commissioner

DATE: 4-16-15

CERTIFIED COPY OF ORDERSTATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 15

In the County Commission of said county, on the 16th day of April 20 15
the following, among other proceedings, were had, viz:

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

| Name | Board | Period |
|--------------|---------------------------------|---------------------------------------|
| Nick Peckham | Environment & Energy Commission | March 31, 2015 through March 31, 2018 |

Done this 16th day of April, 2015.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

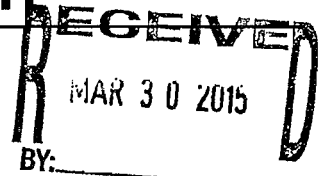
Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM



Board or Commission: ENVIRONMENT & ENERGY Term: 3 YEARS

Current Township: ROCK BRIDGE Today's Date: 3.30.15

Name: NICK PECKHAM

Home Address: 3151 W. RT. K

City: COLUMBIA Zip Code: 65203

Business Address: SAME & U.S.M.

City: COLUMBIA Zip Code: _____

Home Phone: 446-4663 Work Phone: 489-0901

Fax: _____ E-mail: NICK@PECKHAMARCHITECTURE.COM

Qualifications: _____

REGISTERED ARCHITECT

FOUNDER - USGBC MID MISSOURI

ARCHITECTURE DESIGN - ADJUNCT PROF AT MU.

DRURY SCHOOL OF ARCHITECTURE - BOARD MEMBER

MU COLLEGE OF ARCHITECTURAL STUDIES - BOARD MEMBER

and

Past Community Service: _____

DOWNTOWN LEADERSHIP COUNCIL

References: _____

MIKE BURNAM - STORAGE MART - 449-0091

LAWRENCE LICE - LICE ENGINEERING - 999-3450

DR. BEN SCHWARZ - MU - 882-4904

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Nick Peckham

Applicant Signature

Return Application
To:

Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311

An Affirmative Action/Equal Opportunity Institution