

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 09

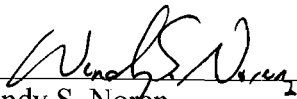
In the County Commission of said county, on the 4th day of August 20 09

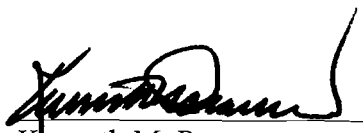
the following, among other proceedings, were had, viz:

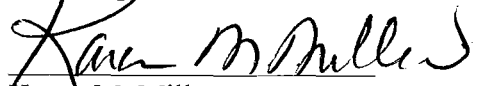
Now on this day the County Commission of the County of Boone does hereby approve the tax collection agreement with the City of Centralia. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

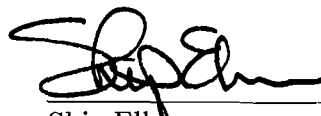
Done this 4th day of August, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

TAX COLLECTION AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of July, 2009, by and between the City of Centralia, Missouri, a municipal corporation, hereinafter called the "City" and Boone County, Missouri, through the Boone County Commission, hereinafter called the "County", and Tom Schauwecker, Boone County Assessor, hereinafter called the "Assessor", Wendy S. Noren, Boone County Clerk, hereinafter called the "Clerk", and Patricia S. Lensmeyer, Boone County Collector of Revenue, hereinafter called the "Collector";

WHEREAS, the City and County are empowered, under Article VI, Section 16 of the Missouri Constitution, and Sections 50.332 & 70.220, RSMo., to enter into certain cooperative agreements for collection of property taxes; and

WHEREAS, the parties hereto believe it to be mutually advantageous for the County to assess, prepare and collect property taxes for the City for an agreed compensation;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

I

The County by and through the County Assessor agrees to perform the assessment function of determining the fair market value and true assessed value of all real and personal property located within the City boundaries.

II

The County by and through the County Clerk agrees to create, on behalf of the City, tax billing amounts relating to all real and personal property located within the City boundaries. Such billing amounts are to be included and identified separately on tax bills generated on taxable property within the boundaries of the City, and shall include property taxes relating to the City of Centralia, Missouri and the City of Centralia, Missouri Municipal Library District.

III

The County, by and through the County Collector, hereby agrees to bill and collect, on behalf of the City, all monies due and owing the City for taxable property within the boundaries of the City *except* monies due and owing the City that relate to Special Assessments. The County

Collector also agrees to bill and collect all monies due relating to the City of Centralia, Missouri Municipal Library District under the terms and conditions of this Agreement.

IV

The County agrees that the City shall have access, during reasonable times and under the supervision of the Clerk or Collector, whichever is appropriate, to all data relating to the City taxes accumulated under the tax collection and processing system.

V

The Collector agrees to remit to the City, the receipts due the City at the same time the Collector remits other receipts similarly collected on behalf of other cities within the County; provided, however, that there shall be a remittance to the City at least once per month at which time the Collector shall provide a Statement of Monthly Collections Report.

VI

The City shall fix its ad valorem property tax rates, as provided in section 67.110 RSMo, not later than September first for entry in the tax books. If the City should fail to comply with Section 67.110 RSMo, then no tax rate other than the rate, if any, necessary to pay the interest and principal on any outstanding bonds shall be certified for that year and the Collector will neither bill nor collect City taxes for that year either current or delinquent. However, the Collector will continue to collect and disburse prior year taxes under this agreement. A new agreement will have to be entered into by all parties to resume collecting current taxes.

VII

The parties agree that the Collector shall have the responsibility for collection of all current and delinquent real and personal property taxes, including penalties, interest and fees. Such collection of taxes, penalties, interest and fees shall be conducted in accordance with applicable law(s). The City shall provide to the County Clerk and County Collector all City Ordinances relating to penalties and interest on delinquent taxes at the time of execution of this Contract and to provide the County Clerk with any changes to such City Ordinances or any new City Ordinances related to the same by September 1 of the tax year in which such changes shall take effect. The collection of late charges by the Collector, however, is conditioned upon such charges being consistent with other taxing entities that are lawfully collecting current and delinquent real and personal property taxes, including penalties, interest and fees, and for which the Collector is providing Collector services.

VIII

The parties agree to the following: The Collector shall withhold a sum equal to one percent (1%) of all taxes, penalties and fees collected by the Collector on behalf of the City as compensation for the bill creation and collections services herein provided by the County and said sum shall be deposited by the Collector in the Boone County general revenue fund. As required by Section 137.720.1 and Section 137.750, RSMo, the Collector further shall withhold one-half of one percent (1/2%) of all ad valorem property taxes collected by the Collector on behalf of the City to fund the costs and expenses incurred in assessing real and personal property. As further required by Section 137.720.2, Section 137.720.3 and Section 137.750, RSMo, and subject to the provisions of subsections 5 and 6 of Section 137.720, RSMo, the Collector further shall withhold each calendar year an additional one-eighth of one percent (1/8%) of all ad valorem property taxes collected by the Collector on behalf of the City, provided that for each calendar year, if the total amount of ad valorem property taxes so further withheld by the Collector from the political subdivisions in Boone County, Missouri under Sections 137.720.2 and 137.720.3 RSMo shall exceed One Hundred Thousand Dollars (\$100,000.00) for sums collected through June 30, 2009, or One Hundred Twenty Five Thousand Dollars (\$125,000.00) for amounts collected July 1, 2009 and thereafter through December 31, 2015, the Collector shall pay to the City once during each calendar year such proportionate amount so further withheld the previous calendar year, plus interest, if any, on such sums received on behalf of the City and other political subdivisions in excess of the aforementioned statutory limits. All sums withheld by the Collector, as required by Section 137.720 and Section 137.750, RSMo, shall be deposited by the Collector in the Boone County Assessment Fund. All amounts withheld by the Collector shall be withheld proportionately from each separate property tax. The Collector shall then remit to the City the balance collected after the applicable amounts have been withheld from each separate property tax. The Collector shall provide the City a written itemization showing the balance remitted for each separate property tax. If the Missouri General Assembly changes any state statutes concerning the percentages, caps or other provisions set out in this paragraph, then the Collector shall collect those amounts authorized by the Missouri General Assembly and shall notify City of such changes in writing no later than when any property tax being collected by the Collector begins being collected under the amended state statutes; thereafter, this Agreement shall be considered amended so as to reflect the new amounts authorized by statute. The City shall be responsible for all disbursements made by the City Collector of the City from the balance

received from the Collector, including any reimbursement disbursements the City deems necessary to be made from the City general property tax fund to the appropriate property tax funds relating to the City of Centralia, Missouri Municipal Library District and relating to city parks.

IX

The City further agrees that the 7% penalty authorized by state statute for delinquent taxes shall be retained by the County and distributed as provided in Section 52.290, RSMo.

X

The City further agrees that all fees of conducting any tax sale pursuant to Chapter 140 of the Revised Statutes of Missouri shall be retained by the County.

XI

The City further agrees that the County shall be authorized to compromise and abate taxes owed to the City in the same manner as it is authorized by the Revised Statutes of Missouri to compromise and abate other taxes.

XII

The City shall provide to the County Clerk and the County Assessor a certified copy of any ordinance or order altering the boundaries of the City, including but not limited to Resolutions annexing or de-annexing any lot or lots of real estate, within 30 days of the adoption of the same and prior to October 1 of each year.

XIII

The parties hereto mutually agree that the term of this agreement begins upon acceptance by all parties and ends February 28, 2010, provided, however, that any party may terminate this agreement within sixty (60) days by serving upon all other parties to the agreement written notice of its intention to terminate the agreement. The parties hereto mutually agree that this contract will be automatically renewed on March 1, 2010, and will continue to renew on March 1 of each subsequent year unless any party serves written notice of termination no less than ninety (90) days prior to the renewal date. Upon termination of this Agreement, the County shall be absolved of all responsibility for collection of taxes for that tax year and for future tax years. The County shall continue to be responsible for the collection of delinquent taxes from all years covered by this Agreement.

XIV

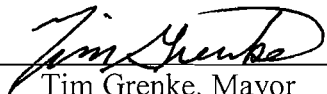
The City agrees that failure to comply with statutory provisions relating to the setting of tax levies shall relieve the County of responsibilities under this Agreement.

XV


Pursuant to the provisions of Section 137.073.7 RSMo, no tax rate shall be extended on the tax rolls unless the City has complied with the tax rate certification process through the State Auditor's office.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and executed by their duly authorized officers as of the day and year first above written.

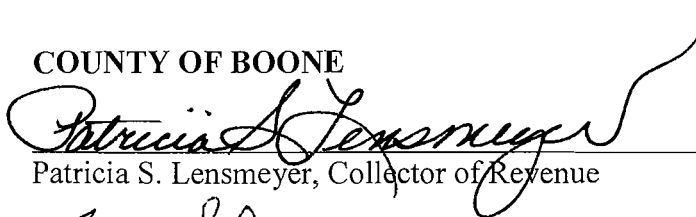
CITY OF CENTRALIA, MISSOURI

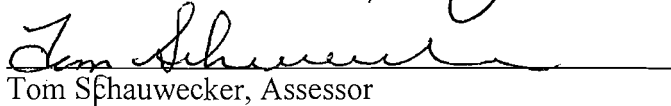
By: 
Tim Grenke, Mayor


ATTEST:


Kathy Colvin, City Clerk


COUNTY OF BOONE


Patricia S. Lensmeyer, Collector of Revenue

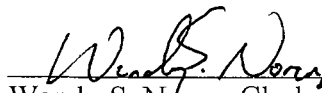

Tom Schauwecker, Assessor


Wendy S. Noren, Clerk

Boone County Commission

By: 
Kenneth M. Pearson, Presiding Commissioner

ATTEST:


Wendy S. Noren, Clerk of the County Commission

APPROVED AS TO FORM:


Charles J. Dykhouse, County Counselor

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STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 09

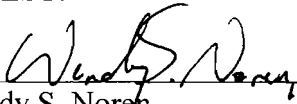
In the County Commission of said county, on the 4th day of August 20 09

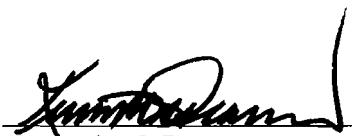
the following, among other proceedings, were had, viz:

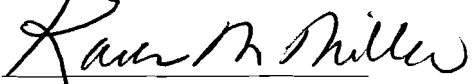
Now on this day the County Commission of the County of Boone does hereby award bid 31-25JUN09 – Country Hill Subdivision Storm Sewer Improvements to Stockman Construction. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 4th day of August, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
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August Session of the July Adjourned

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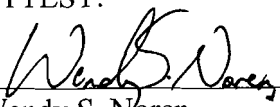
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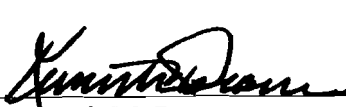
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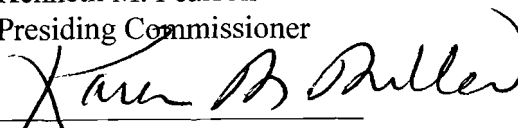
Now on this day the County Commission of the County of Boone does hereby award bid 22-07JUN09 – Spiva Crossing Road Drainage Improvements & Bridge Project to Boone Construction. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 4th day of August, 2009.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 09

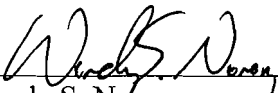
In the County Commission of said county, on the 4th day of August 20 09

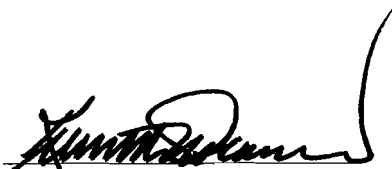
the following, among other proceedings, were had, viz:

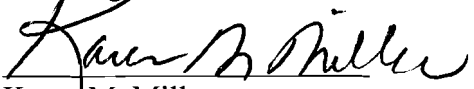
Now on this day the County Commission of the County of Boone does hereby award bid 30-08MAY09 – Inmate Uniforms Term and Supply to Robinson Textiles, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 4th day of August, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

August Session of the July Adjourned

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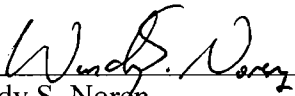
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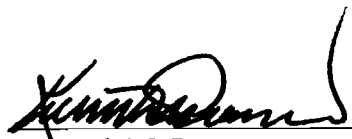
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for fork attachments for the South Facility loader:

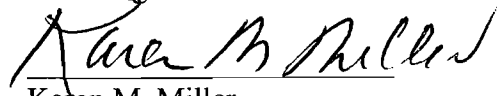
Department	Account	Department Name	Account Name	Decrease	Increase
2040	92400	Public Works-Maint	Rpl Auto Trucks	\$1,600.00	
2040	91300	Public Works-Maint	Machinery & Equip		\$1,600.00

Done this 4th day of August, 2009.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

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County of Boone } ea.

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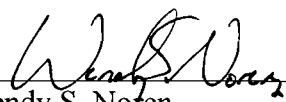
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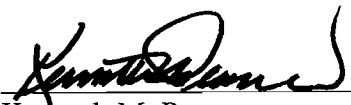
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the Road Maintenance Agreement with the City of Columbia for Old Plank Road, from Bethel Church Road to Route K. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 4th day of August, 2009.

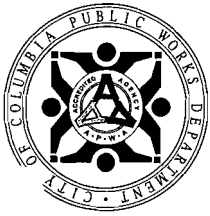
ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner



362-2009

CITY OF COLUMBIA, MISSOURI

PUBLIC WORKS DEPARTMENT

August 26, 2009

Josh Norberg
Deputy County Clerk
County of Boone, Missouri
801 East Walnut Street
Columbia, MO 65201

RE: Old Plank Road Maintenance Agreement

Enclosed for your file is an executed copy of the Road Maintenance Agreement for Old Plank Road between Bethel Church Road and Route K. Also enclosed is a copy of City Resolution 194-09 approving execution of this agreement.

If you have any questions concerning this agreement, please contact me at 573-874-7255.

DEPARTMENT OF PUBLIC WORKS

A handwritten signature in cursive script that reads "Kim McCulloch".

Kim McCulloch
Management Support Specialist

Enclosure

c: Mary Ellen Lea, Operations Manager

**BOONE COUNTY AND CITY OF COLUMBIA
ROAD MAINTENANCE AGREEMENT**

THIS AGREEMENT is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein “Boone County” and the City of Columbia, Missouri, a political subdivision of the State of Missouri, herein “City”.

WITNESSETH:

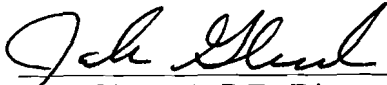
NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. PURPOSE: The purpose of this agreement is to formalize an agreement regarding the limits of road maintenance responsibilities of the parties.
2. MAINTENANCE OF SPECIFIED ROADWAY: Prior to this Agreement, Boone County has maintained the subject portion of road as part of its road system. From and after the date the last party signs this agreement, the City agrees to maintain the subject portion of the road as part of its road system.
3. LOCATION: The general location of the highway to be maintained by the City per this agreement can be described as Old Plank Road, from Bethel Church Road to Route K. Said portion of road is more particularly shown in the diagram attached hereto and incorporated herein by reference.
4. MAINTENANCE CONTEMPLATED: The parties contemplate that the City will accept the subject portion of roadway for maintenance as part of its road system for all purposes, including snow plowing, roadway upkeep and culvert maintenance.
5. AUTHORITY: The individuals signing this agreement below certified that they have obtained the appropriate authority to execute this agreement on behalf of the respective parties.

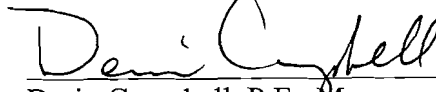
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement effective as of the date of the last party and execute the same.

Executed by Boone County this 4th day of August, 2009.

Executed by the City of Columbia this 20th day of August, 2009.



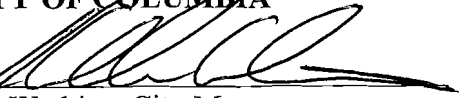
John Glascock, P.E., Director
Public Works, City of Columbia



Derin Campbell, P.E., Manager of
Design and Construction, Boone
County

CITY OF COLUMBIA

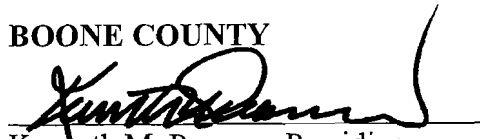
By:



H. William Watkins, City Manager

BOONE COUNTY

By:



Kenneth M. Pearson, Presiding
Commissioner

ATTEST:



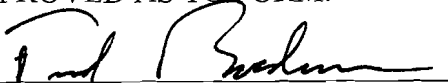
Sheela Amin, City Clerk

ATTEST:



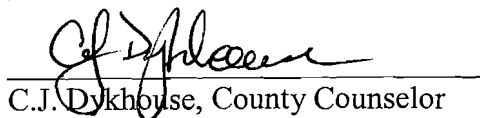
Wendy S. Noren, County Clerk

APPROVED AS TO FORM:



Fred Boeckmann, City Attorney

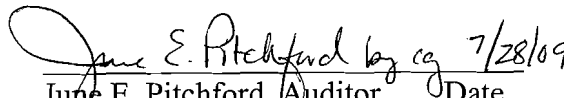
APPROVED AS TO FORM:

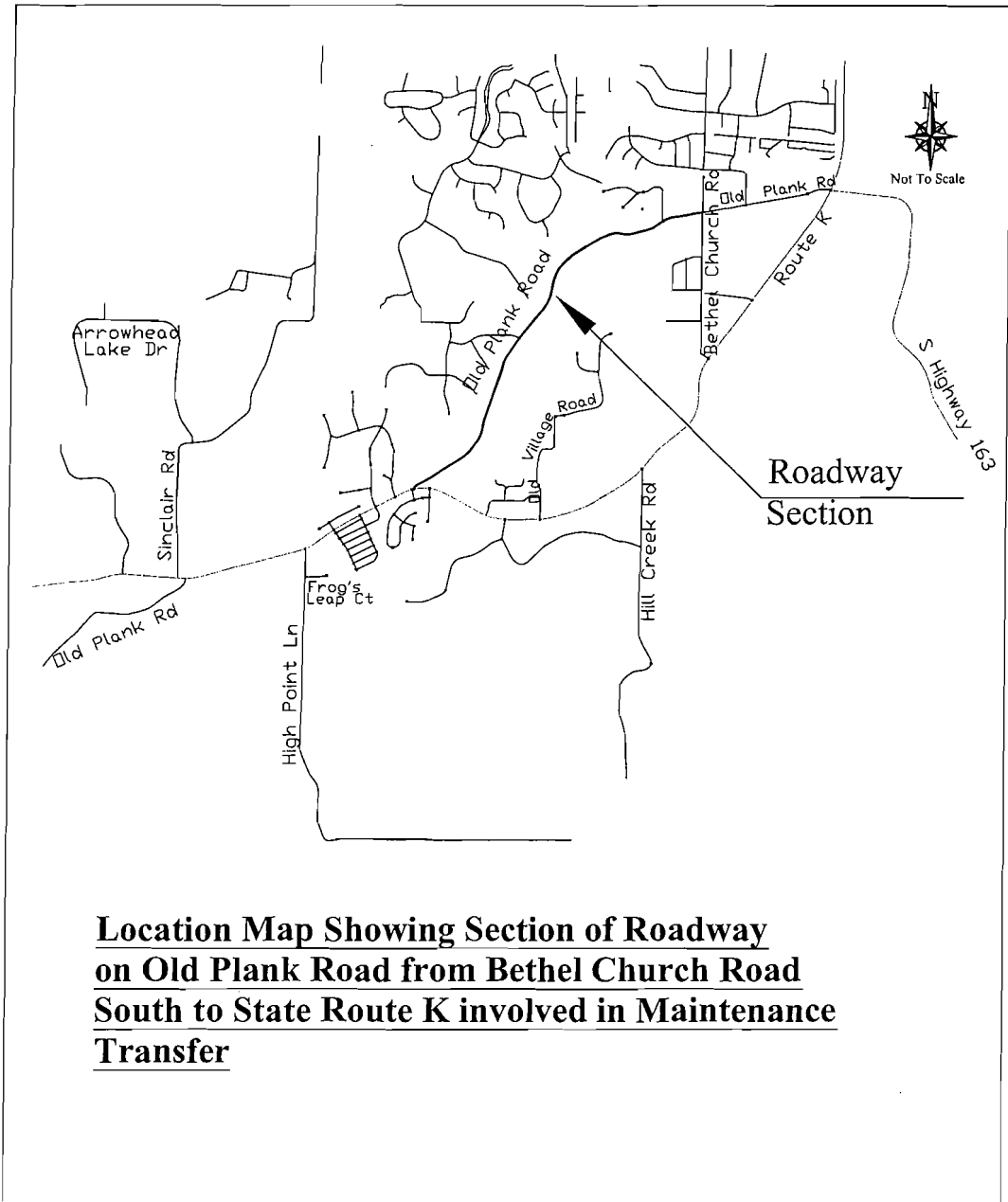


C.J. Dykhouse, County Counselor

AUDITOR CERTIFICATION

I hereby certify that this contract is
within the purpose of the
appropriation to which it is to be
charged and there exists a sufficient
unencumbered appropriation
balance.


June E. Pitchford, Auditor Date 7/28/09
No Encumbrance Required



**Location Map Showing Section of Roadway
on Old Plank Road from Bethel Church Road
South to State Route K involved in Maintenance
Transfer**

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County of Boone } ea.

August Session of the July Adjourned

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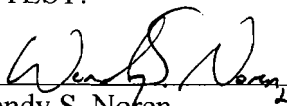
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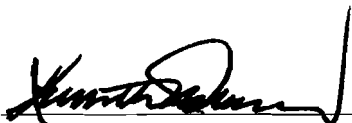
Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the Hazard Mitigation Plan Memorandum of Agreement.

Done this 4th day of August, 2009.

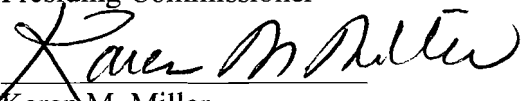
ATTEST:



Wendy S. Nofen
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner



206 E. Broadway PO Box 140
Ashland, Missouri 65010
573-657-9779
Fax: 573-657-2829
www.mmrpc.org

563-2009

July 29, 2009

Mr. Ken Pearson
Boone County Presiding Commissioner
Boone County Government
801 E. Walnut, Room 143
Columbia, Mo 65201-7733

Re: Boone County Hazard Mitigation Plan Update

Dear Presiding Commissioner Pearson:

Please find enclosed four (4) copies of the memorandum of agreement between Boone County, the Mid-Mo Regional Planning Commission, and the Missouri State Emergency Management Agency for your signature regarding the update of the *Boone County Hazard Mitigation Plan*. Please sign all four copies and return to my attention. One executed original document will be returned to Boone County for your records.

The *Boone County Hazard Mitigation Plan* was completed by the Mid-Mo RPC, and approved by the Federal Emergency Management Agency (FEMA) in 2005. The mitigation plans are scheduled to be updated every five years, with the Boone County plan scheduled to be approved in 2010. The Missouri State Emergency Management Agency (SEMA) through the Missouri Association of Councils of Government (MACOG), contracts with Mid-Mo RPC for the update of the hazard mitigation plan. The projected cost for the plan preparation is \$26,667.67, with SEMA paying 75% (\$20,000), and the remaining 25% (\$6,667.67) being an in-kind match from local governments and stakeholders participation in the planning process.

To develop a functional planning document, it is critical for the Boone County Commission to identify key personnel (i.e. - planning/building official, emergency management, public works) to participate in the mitigation planning discussions. We are in the process of updating data within the plan at this time, and I am expecting to begin "working group or planning committee" meetings in September. If the County Commission could assist in identifying participants for the planning process, it would be appreciated.

Should you require additional information, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Edward J. Sigmund".

Edward J. Sigmund, AICP
Executive Director

EXHIBIT D
HAZARD MITIGATION PLAN
MEMORANDUM OF AGREEMENT
BY AND BETWEEN

**BOONE COUNTY, THE CITY/VILLAGE COUNCILS of BOONE COUNTY,
THE MID-MISSOURI REGIONAL PLANNING COMMISSION, AND THE
MISSOURI STATE EMERGENCY MANAGEMENT AGENCY**

THIS AGREEMENT, entered into this 30 day of July, 2009, by and between the City/Villages of Boone County, hereinafter referred to as the "City/Village," and the Mid-Missouri Regional Planning Commission, with principal offices located in Ashland, Missouri, hereinafter referred to as the "CONSULTANT," and the Missouri State Emergency Management Agency, hereinafter referred to as "SEMA", witnesses that:

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

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

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

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

ARTICLE I

EMPLOYMENT AND DUTIES OF THE CONSULTANT

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

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

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

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

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

ARTICLE II

RESPONSIBILITIES OF THE CITY/VILLAGE

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

(b) The City/Village agree to provide the non-federal cash match in the amount of **\$6,666.67** or a **Payment-In-Kind non-cash match valued at the same amount necessary to qualify for this SEMA Agreement**. If a partial or full Payment-In-Kind non-cash non-federal match is offered in lieu of a cash match, the City/Village also agree to make available to the CONSULTANT, and to provide to SEMA on a monthly basis, paper copies of all time cards/sheets, vouchers, and other paperwork documenting hourly rates and the costs of labor expended on the project, as well as any receipts for any equipment, supplies or software purchased in direct support of the planning effort and applied to the local non-cash, non-federal match, and any other pertinent records and data on file that shall account for and document the non-federal match for the project Closeout Report in accordance with *SEMA's Hazard Mitigation Planning Grant Project Administrative Guidebook*, including OMB Circular A-87.

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

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

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

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

ARTICLE III

RESPONSIBILITIES OF THE STATE EMERGENCY MANAGEMENT AGENCY

In exchange for the nonfederal match provided by the City/Village, SEMA hereby agrees to provide federally funded payments to the CONSULTANT, in accordance with and under the terms and conditions of the basic agreement to which this Exhibit D Memorandum of Agreement is attached herein, for the work performed by the CONSULTANT to prepare the Local Hazard Mitigation Plan.

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

ARTICLE IV

PROCESSING OF THIS EXHIBIT D

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

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

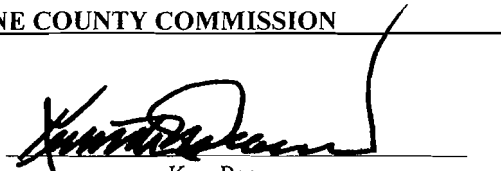
The CONSULTANT hereby agrees to sign all three copies of this Exhibit D Memorandum of Agreement, retain one file copy with all three original signatures, return one copy with all three original signatures to each of the City/Village, and return the final copy to SEMA for its files.

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

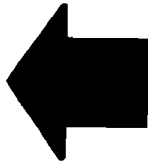
IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

BOONE COUNTY COMMISSION

By



Ken Pearson
Presiding Commissioner



MID-MISSOURI REGIONAL PLANNING COMMISSION

By

Edward Siegmund
Executive Director

MISSOURI STATE EMERGENCY MANAGEMENT AGENCY

By

Timothy A. Diemler
SEMA Deputy Director