

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

February Session of the January Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the 1st day of February 20 18

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

Now on this day the County Commission of the County of Boone does hereby recognize the deserved accolades of Stanton Brothers Eggs.

Done this 1st day of February, 2018.

ATTEST:

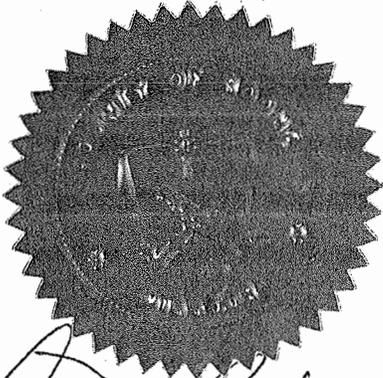
Taylor W. Burks
Taylor W. Burks
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner
Fred J. Parry
Fred J. Parry
District I Commissioner
Janet M. Thompson
Janet M. Thompson
Acting Presiding Commissioner

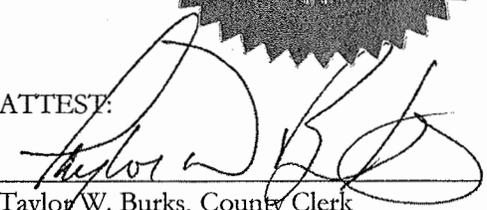
PROCLAMATION RECOGNIZING THE DESERVED ACCOLADES OF STANTON BROTHERS EGGS

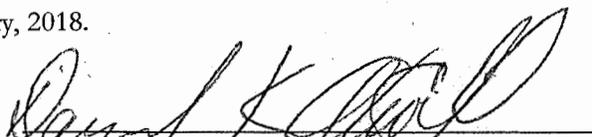
- Whereas,** Stanton Brothers, owned and operated by Dustin and Austin Stanton, began out of a first grade 4-H poultry incubation project, which Stanton Brothers began with six baby chicks and selling eggs to residents of Boone County; and
- Whereas,** through Dustin and Austin's innovation and entrepreneurial spirits, as well as help from their parents, Andrew and Judy Stanton, Stanton Brothers has grown to be recognized by the USDA as the nation's largest independent free-range egg operation; and
- Whereas,** Stanton Brothers has brought national notoriety to Boone County by hosting the likes of United States Senator Claire McCaskill, United States Representative Vicky Hartzler, and Facebook Founder and CEO Mark Zuckerberg; and
- Whereas,** Dustin and Austin, combined, have received numerous national honors for their work with Stanton Brothers, including the 2011 National Risk Management Award from the USDA, the 2014 American Star in Agribusiness Award from the National FFA Organization, and the 2015 President's Student Entrepreneur of the Year Award from the University of Missouri; and
- Whereas,** Dustin and Austin have been international representatives of Boone County by traveling to venues such as Costa Rica to apply learned business skills in their egg operation and Japan to serve as a liaison for the US Grains Council for passage of the Trans Pacific Partnership; and
- Whereas,** Dustin and Austin are actively involved in the Boone County community through their personal volunteerism and humanitarian efforts, as well as volunteering through different civic organizations such as Farm Bureau, MU Extension, Young Farmers, FFA, FBLA, and the Hallsville Church of Christ; and
- Whereas,** Dustin and Austin serve as a positive influential voice for entrepreneurialism, the agriculture industry, and the Millennial generation;
- Therefore,** we, the Boone County Commission, do hereby recognize Stanton Brothers for all its contributions to Boone County and extend congratulations to Dustin, Austin, Andrew and Judy Stanton for their personal drive to better Boone County for all residents.

IN TESTIMONY WHEREOF, this 1st day of February, 2018.

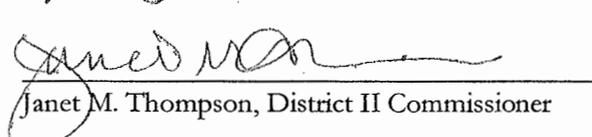


ATTEST:


Taylor W. Burks, County Clerk


Daniel K. Atwill, Presiding Commissioner


Fred J. Parry, District I Commissioner


Janet M. Thompson, District II Commissioner

CERTIFIED COPY OF ORDER

February Session of the January Adjourned

Term. 20 18

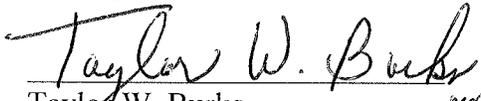
STATE OF MISSOURI }
County of Boone } ea.

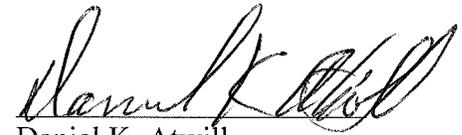
In the County Commission of said county, on the 1st day of February 20 18
the following, among other proceedings, were had, viz:

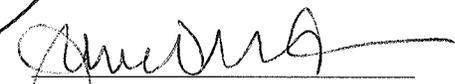
Now on this day the County Commission of the County of Boone does hereby recognize Missouri Farm Bureau Celebrate Agriculture/Thank a Farmer Week, February 4-10, 2018.

Done this 1st day of February, 2018.

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
Acting Presiding Commissioner

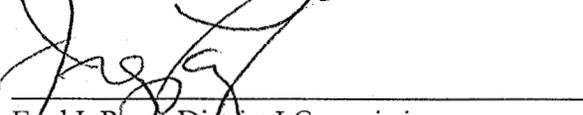
**PROCLAMATION IN RECOGNITION OF
MISSOURI FARM BUREAU
CELEBRATE AGRICULTURE/THANK A FARMER WEEK
FEBRUARY 4-10, 2018**

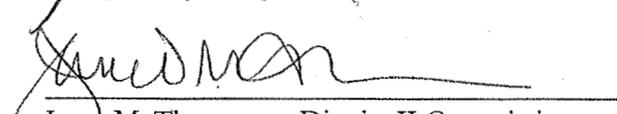
- Whereas,* America's farmers and ranchers provide food that satisfies the tastes and preferences of today's consumers; and
- Whereas,* one farmer produces food and fiber for 165 people in the United States and abroad; and
- Whereas,* U.S. consumers spend approximately 10 percent of their disposable income on food each year, less than any country in the world; and
- Whereas,* America's farmers and ranchers not only provide the food we eat but also help sustain rural communities, preserve open space and wildlife habitat and protect the environment; and
- Whereas,* farming and ranching play a vital role in the economy of the country and each county in the state; and
- Whereas,* farmers are professionals in their career of providing food and fiber and work behind the scenes to provide a food supply that is abundant, affordable overall, and among the world's safest; and
- Whereas,* February 4 - February 10, 2018 is recognized as Missouri Farm Bureau Celebrate Agriculture/Thank a Farmer Week;
- Therefore,* the Boone County Commission does hereby proclaim February 4-February 10, 2018 to be **Missouri Farm Bureau Celebrate Agriculture/Thank a Farmer Week** throughout Boone County and express appreciation for the efforts of farmers within Boone County and across the state of Missouri.

IN TESTIMONY WHEREOF, this 1st day of February, 2018.

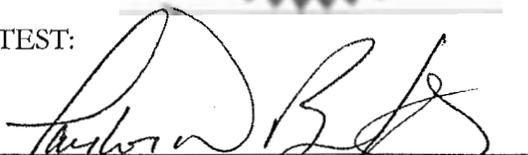



Daniel K. Atwill, Presiding Commissioner


Fred J. Parry, District I Commissioner


Janet M. Thompson, District II Commissioner

ATTEST:


Taylor W. Burks, County Clerk

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In the County Commission of said county, on the

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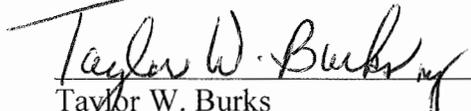
the following, among other proceedings, were had, viz:

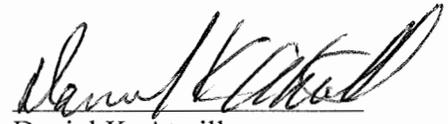
Now on this day the County Commission of the County of Boone does hereby approve the attached Depository Agreement between Boone County and Central Bank of Boone County.

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

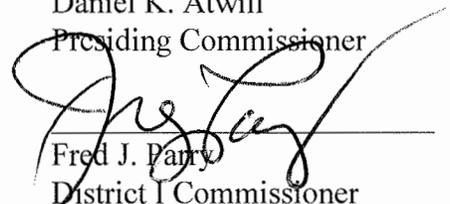
Done this 1st day of February, 2018.

ATTEST:

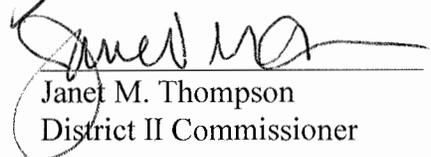

Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

DEPOSITORY AGREEMENT

This Agreement made and entered into effective the 1st day of October, 2017, by and between the **County of Boone**, State of Missouri (hereinafter referred to as “The County”) and **Central Bank of Boone County**, Missouri, (hereinafter referred to as “The Bank”):

WITNESSETH:

WHEREAS, in compliance with the provisions of Chapter 110 RSMo, the County selected and designated The Bank as the official depository to receive the funds of said County on September 14, 2017 in Commission Order 413-2017, to be effective from the 1st day of October, 2017, through the 31st day of August, 2019, and The Bank has accepted said designation and agreed to act as said depository. The parties agree that this contract shall be automatically extended for the period September 1, 2019 through August 31, 2021, unless one or both of the parties provides written notification not later than April 30, 2019, that the contract will not be extended. The Bank shall notify the County Treasurer, County Collector, Circuit Clerk, in writing and the County will provide written notification to The Bank to the attention of the following at the following address: Judy Starr, Executive VP and CFO, PO Box 678, Columbia, MO 65205.

NOW, THEREFORE, it is hereby agreed by and between The County and The Bank that the following terms and conditions shall apply:

1. **Contract Documents:** This Agreement shall consist of the following documents:
 - a. This Depository Agreement;
 - b. County of Boone Request for Proposal for Depository of County Funds, RFP #13-20JUL17, including Terms and Conditions, Proposal Submission Information, the unexecuted Proposal Response/Pricing Page, and all exhibits issued as part of the RFP, Addendum #1, Addendum #2, and Addendum #3, Clarification #1, and Clarification #2 (which included BAFO #1);
 - c. The Bank’s proposal response dated July 20, 2017, executed by Judy Starr, Executive VP and CFO, on behalf of the Bank, as well as the Bank’s responses to Addendum #1, Addendum #2, Addendum #3, Clarification #1, and Clarification #2 (which included BAFO #1);

All such documents shall constitute the contract documents, which are incorporated herein by reference. In the event of a material conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in this Depository Agreement, the proposal specifications including Terms and Conditions, Exhibits, Collateral Policy of the State Treasurer of Missouri, Sample approved format for Irrevocable Letter of Credit, the unexecuted Proposal Response/Pricing Form, Proposal Evaluation Criteria, and exhibits issued as part of the RFP shall prevail and control over the Bank’s proposal response and any other document drafted by The Bank, with the terms of this Depository Agreement having priority over all other incorporated documents.

2. **Terms and Conditions:** The Terms and Conditions from the Request for Proposals, the Bank’s Proposal Response dated July 20, 2017, and the Bank’s response to Clarification #1 have been incorporated herein by reference through paragraph #1 of this Agreement. For ease of administration the following provisions are restated here:

a. Treasurer Accounts Collateralization:

- i. The Bank will collateralize up to \$11,000,000 in funds under the Treasurer's control as part of this Depository Agreement.

b. Collector Accounts Collateralization

- i. The Bank will collateralize up to \$4,000,000 in funds under the Collector's control as part of this Depository Agreement, except during the 4 ½ month tax collection period (November 15th through March 31st), during which time the Bank will work with the County Collector to ensure full collateralization of all funds under the control of the Collector up to the full amount of the deposits. As provided in the Bank's response to Clarification #1, the Bank will pay the interest rate provided for in this Agreement up to a total of \$20,000,000 in Collector-controlled funds during the tax collection period (November 15th through March 31st).

3. **Bank Implementation Forms:** The Bank has provided county officials with several bank-drafted forms intended to implement this Depository Agreement. All documents are considered to be modified so that their terms and conditions are consistent with the documents incorporated by reference in paragraph #1 above. No fees other than those provided for in the documents incorporated by reference in paragraph #1 above shall be charged by the Bank to County without County's express, written agreement. The bank implementation forms contemplated as modified by the provisions of this paragraph include, but are not limited to, the following: Electronic Business Services Agreement, ACH Authorization Form, Positive Pay Company Set-Up Form, Automated Clearing House Service Operating Agreement, Safekeeping Agreement, and the Wire Transfer Authorization Form.

IN WITNESS WHEREOF, this Agreement has been executed in the name of The County by the Presiding Commissioner of the County Commission, duly authorized pursuant to Commission Order Number 61-2018, and in the name of The Bank by the officer duly authorized by the Board of Directors, all to be deemed effective as of the day and year first above written.

[Signatures follow on next page.]

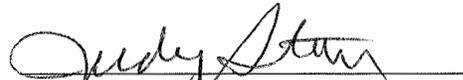
COUNTY OF BOONE, MISSOURI

By:


DANIEL K. ATWILL
Presiding Commissioner

**CENTRAL BANK OF BOONE
COUNTY**

By:


JUDY STARB
Executive VP and CFO

ATTEST:


TAYLOR W. BURKS, County Clerk

APPROVED AS TO FORM:


C.J. DYKHOUSE
Boone County Counselor

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STATE OF MISSOURI

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

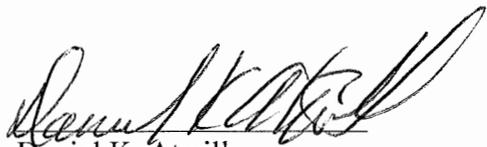
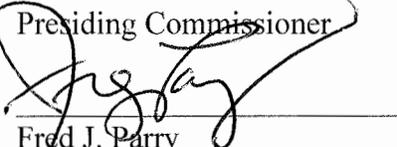
Now on this day the County Commission of the County of Boone does hereby approve and accept the attached 2017 Homeland Security Grant Program sub-award.

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

Done this 1st day of February, 2018.

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner



BOONE COUNTY

Office of Emergency Management

2145 County Drive
Columbia, MO 65202
573-554-7908

Tom Hurley

Deputy Director

DATE: January 26, 2018

TO: Dan Atwill, Presiding Commissioner
Fred Parry, District I Commissioner
Janet Thompson, District II Commissioner

FROM: Tom Hurley, Emergency Management Deputy Director

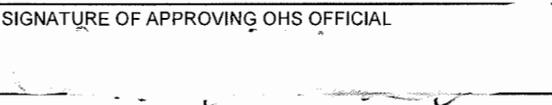
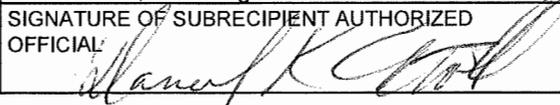
SUBJECT: Acceptance of Mid-Missouri Regional Planning Commission Grant

Enclosed is the 2017 Homeland Security Grant Program (HSGP) sub-grant award letter. This letter illustrates the award to Boone County for the purchase of one 175Kw generator and one electronic sign board. Each of these items will meet the size and functionality established by the Region F Homeland Security Oversight Committee (RHSOC) and are intended for use across the region or state during times of disaster; the units purchased with these grant funds will become the property of Boone County.

In accordance with grant guidance, the items included in this sub-grant award letter will need to be included in the insurance coverage held by Boone County. Upon the completion of these items usable life, it will not be necessary for Boone County to replace these units as another request will be made to RHSOC to encumber these funds for that purpose. Additionally, annual load testing of the generator has historically been paid for by the RHSOC and is expected to be in the future as well. Ongoing maintenance of the signboard generator will be a responsibility of Boone County. There is no County match for these funds, 100% of the purchase (not reimbursement) is included in the grant.

Mid-Missouri Regional Planning is the grant awardee and funds will be disbursed to them to provide the above resources to Boone County, the sub-awardee for this grant. Mid-Missouri Regional Planning has been an advocate and a strong partner for Boone County and we look forward to working with them for this project.

SUBAWARD AGREEMENT

		DATE 10/02/2017	
Mid-Missouri Regional Planning Commission 206 East Broadway – PO Box 140 Ashland, MO 65010 573-657-9779		FEDERAL IDENTIFICATION NUMBER EMW-2017-SS-00047	OHS CONTROL NUMBER -07-H
SUBRECIPIENT NAME Boone County		DUNS NUMBER 071989024	
ADDRESS 17 N 7th Street, Suite A			
CITY Columbia	STATE Mo	ZIP CODE 65201	
TOTAL AMOUNT OF THE FEDERAL AWARD \$51,698.62		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$51,698.62	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$51,698.62		TOTAL APPROVED COST SHARING OR MATCHING \$51,698.62	
PROJECT PERIOD FROM 09/01/2017	PROJECT PERIOD TO 08/31/2019	FEDERAL AWARD DATE 08/29/2017	
PROJECT TITLE E-Sign, Generator, testing		FUNDED BY Fy 2017 Homeland Security Grant Program	
FEDERAL AWARDDING AGENCY FEMA	PASS THROUGH ENTITY MO Dpt Public Safety/ OHS - MidMo RPC	IS THIS AWARD R&D NO	INDIRECT COST RATE NO
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.067		METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement	
CONTACT INFORMATION			
OHS GRANT SPECIALIST		SUBRECIPIENT PROJECT DIRECTOR	
NAME Edward Siegmund		NAME Tom Hurley	
E-MAIL ADDRESS edwardsiegmund@mmprc.org		ADDRESS (If different from above)	
TELEPHONE 573- 657-9779		CITY, STATE AND ZIP CODE	
AWARDING OFFICER Edward Siegmund		TELEPHONE 573-886-7225	E-MAIL ADDRESS thurley@boonecountymo.org
SUMMARY DESCRIPTION OF PROJECT This award includes funding for the FY'17 application for the Boone County Emergency management Agency for an annual generator load testing the purchase of one (1) Electronic sign board, purchase of a new generator			
(Your Agency Name) APPROVAL		SUBRECIPIENT AUTHORIZED OFFICIAL APPROVAL	
TYPED NAME AND TITLE OF OHS OFFICIAL Edward Siegmund, Executive Director		TYPED NAME AND TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Daniel Atwill, Presiding Commissioner	
SIGNATURE OF APPROVING OHS OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE
			2-1-18
THIS GRANT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS GRANT AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.			

AWARD NUMBER
EMW-2017-ss-00047

DATE
10/02/2017

SUBAWARD AGREEMENT

ARTICLES OF AGREEMENT

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AWARD NUMBER
EMW-2017-ss-00047

DATE
10/02/2017

SUBAWARD AGREEMENT

ARTICLES OF AGREEMENT

Article I – Summary Description of Award

The purpose of the FY 2017 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article II – Buy American Hire American

All subrecipients are required to comply with any applicable provisions of the Buy American Act (41 U.S.C. Sections 8301 through 8305), and any other applicable statutes, regulations, or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States.

Article III – Procurement of Recovered Materials

All subrecipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.,

Article IV Whistleblower Act

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

Article V Use of DHS Seal, Logo and Flags

All subrecipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article VI - USA Patriot Act of 2001

All subrecipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article VII – Universal Identifier and System of Award Management (SAM)

All subrecipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article VIII – Reporting of Matters Related to Recipient Integrity and Performance

AWARD NUMBER
EMW-2017-ss-00047

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SUBAWARD AGREEMENT

ARTICLES OF AGREEMENT

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

Article IX – Rehabilitation act of 1973

All sub recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article X – Trafficking Victims Protection Act of 2000

All subrecipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended by 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference in the award terms and conditions.

Article XI – Terrorist Financing

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

Article XII – SAFECOM

All subrecipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XIII – Reporting Subawards and Executive Compensation

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

Article XIV – Debarment and Suspension

All subrecipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

Article XV - Copyright

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

unless, the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

AWARD NUMBER EMW-2017-ss-00047	DATE 10/02/2017
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

Article XVI – Title VI of the Civil Rights Act of 1964

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

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

All subrecipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article XVIII – Americans with Disabilities Act of 1990

All subrecipients must comply with the requirements of Titles, I, II and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).

Article XIX – Age Discrimination Act of 1975

All subrecipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article XX - Activities Conducted Abroad

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

Article XXI – Acknowledgement of Federal Funding from DHS

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

Article XXXII – Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

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

Certain assurances in these documents may not be applicable to your program, and the DHS/OHS may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by OHS.

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Article XXIII – Patents and Intellectual Property Rights

Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

Article XXIV – Notice of Funding Opportunity Requirements

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

Article XXV - Non-supplanting Requirement

All subrecipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article XXVI – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

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

Article XXVII – National Environmental Policy Act

All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVIII - Lobbying Prohibitions

All subrecipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

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

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide

meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written

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translation. In order to facilitate compliance with Title VI, subrecipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a subrecipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance

<https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXX - Hotel and Motel Fire Safety Act of 1990

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

Article XXXI- Fly America Act of 1974

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

Article XXXII – Federal Leadership on Reducing Text Messaging while Driving

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

Article XXXIII - Federal Debt Status

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

Article XXXIV - False Claims Act and Program Fraud Civil Remedies

All subrecipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article XXXV - Energy Policy and Conservation Act

All subrecipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

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Article XXXVI – Education Amendments of 1972 (Equal Opportunity in Education) – Title IX

All subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXXVII - Duplication of Benefits

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

Article XXXVIII - Drug-Free Workplace Regulations

All subrecipients must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001. You as the subrecipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8107).

Article XXXIX - Civil Rights Act of 1968

All subrecipients must comply with the requirements of Title VIII of the Civil Rights Act of 1968, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

Article XL – DHS/OHS Specific Acknowledgements and Assurances

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

1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS/OHS.
2. Subrecipients must give DHS/OHS access to, and the right to examine and copy, records, accounts and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipients must submit timely, complete and accurate reports to the appropriate DHS/OHS officials and maintain appropriate backup documentation to support the reports.

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4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the Missouri Office of Homeland Security at 1101 N. Riverside Dr., Jefferson City, MO 65102.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin, (including limited English proficiency), sex, age, disability, religion or familial status against the subrecipient, or the subrecipient settles a case of matter alleging such discrimination, subrecipients must forward a copy of the complaint and findings to the Missouri Office of Homeland Security at the address listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article XLI – Office of Homeland Security, Specific

By accepting this award, the subrecipient agrees:

1. To participate in the development and submission of their Threat and Hazard Identification and Risk Assessment (THIRA).
2. To utilize standard resource management concepts, such as typing inventorying, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.
1. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
2. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by OHS, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
3. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
6. For Contractual Services that the following general requirements will be followed when subcontracting for work or services contained in this grant award:

- a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.
 - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to OHS or be readily available for review prior to execution of the contract.
7. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the OHS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

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8. It is understood and agreed upon that, notwithstanding the notice requirement expressed in Article XXXVII, Paragraph 7, in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
9. To follow the grant program guidelines as stated in the OHS *Administrative Guide for Homeland Security Grants*, as well as the Information Bulletins released by OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
10. In the event OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, the subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
11. To request prior written approval from OHS as required by 2 C.F.R. § 200.308 prior to making any change to the OHS approved budget for this award. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from OHS where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget OHS last approved. You must report any deviations from your OHS approved budget in the first status report you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
12. To submit Grant Status Reports to OHS by the due dates of June 10 and December 10 throughout the grant period, which must include the status updates of the milestones achieved. Grant Final Reports are due to OHS within 45 days after the end of the project period.
13. To request prior written approval from OHS prior to making a purchase for any budget line marked as controlled equipment and agrees to follow all requirements of the Grant Programs Directorate Information Bulletin No. 407.
14. All items that meet the OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
15. Subrecipient will participate in quarterly grant status meetings, scheduled by the OHS, throughout the grant period of performance.
16. If the subrecipient is a pass through agency, copies of signed subaward contracts are due to the OHS within 90 days of the date of this award.
17. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP require submission and approval of an updated EHP form.
18. The purchase of any generator requires prior approval from the OHS. Documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
19. Purchases from a single feasible source must have prior approval from the OHS.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 18

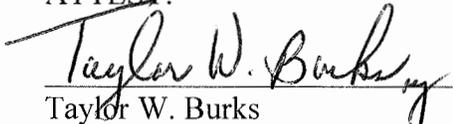
In the County Commission of said county, on the 1st day of February 20 18

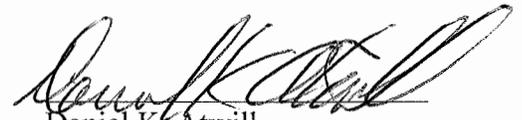
the following, among other proceedings, were had, viz:

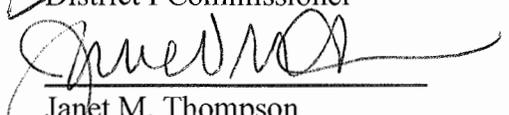
Now on this day the County Commission of the County of Boone does hereby rescind Commission Order 42-2018 due to a date change and approve the Organizational Use of the Government Center Chambers by Mid-Missouri Peaceworks for February 11, 2018 from 2:30 p.m. to 5:30 p.m.

Done this 1st day of February, 2018.

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

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: Mid-Missouri Peaceworks

Address: 804-C E. Broadway

City: Columbia State: MO ZIP Code 65201

Phone: 573-875-0539 Website: www.midmopeaceworks.org

Individual Requesting Use: Mark Haim Position in Organization: Director

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

Event: Solidarity Network Meeting

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

Date(s) of Use: February 11, 2018

Start Time of Setup: 2:30 p.m. AM/PM Start Time of Event: 3 p.m. AM/PM

End Time of Event: 5 p.m. AM/PM End Time of Cleanup: 5:30 p.m. 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: Mark Haim, Director

Phone Number: 573-875-0539 Date of Application: Jan. 29, 2018

Email Address: mail@midmopeaceworks.org

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:

BOONE COUNTY, MISSOURI

Taylor W. Beck
County Clerk

[Signature]
County Commissioner

DATE: 2-1-18

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 18

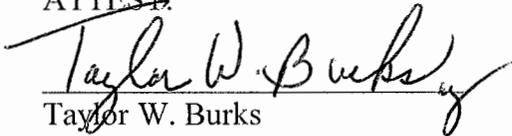
In the County Commission of said county, on the 23rd day of January 20 18

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 Mid-Missouri Peaceworks for February 4, 2018 from 6:00 p.m. to 9:00 p.m.

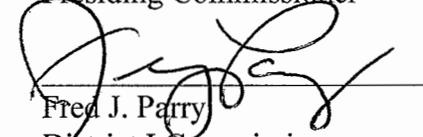
Done this 23rd day of January, 2018.

ATTEST:

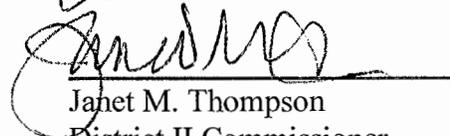

Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner