

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 21

In the County Commission of said county, on the 27th day of May 20 21

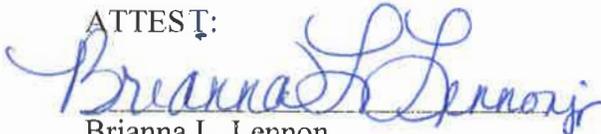
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve Term and Supply Contract 08-21APR21- Vehicle Body Repair Services – Term & Supply opened on April 21, 2021. The Boone County Road & Bridge Department recommends award to Bopp Collision Center, LLC and Joe Machens Body and Paint.

This will be paid from Department 2042 – R&B Fleet Maintenance Operations, Department 1251 – GF Sheriff Operations, Department 1255 – GF Detention Operations and Account 59100 – Vehicle Repairs/Maintenance.

Done this 27<sup>th</sup> day of May 2021.

ATTEST:



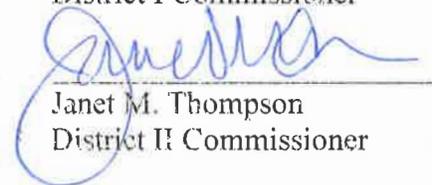
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Robert Wilson**  
Buyer



613 E. Ash Street, Room 111  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Robert Wilson  
DATE: May 27, 2021  
RE: 08-21APR21- Vehicle Body Repair Services – Term & Supply

08-21APR21- Vehicle Body Repair Services – Term & Supply opened on April 21, 2021. Two (2) bids were received. The Boone County Road & Bridge Department recommends award to Bopp Collision Center, LLC and Joe Machens Body and Paint.

This is a term and supply contract and will be paid from departments 2042 – R&B Fleet Maintenance Operations, 1251 – GF Sheriff Operations, 1255 – GF Detention Operations and account 59100 – Vehicle Repairs/Maintenance.

att: Bid Tab

cc: Gary German, Sheriff Department  
Greg Edington, Road & Bridge  
Bid File

**PURCHASE AGREEMENT  
FOR  
VEHICLE BODY REPAIR SERVICES TERM AND SUPPLY**

**THIS AGREEMENT** dated the 27<sup>th</sup> day of May 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Bopp Collision Center LLC**, herein "Contractor."

**IN CONSIDERATION** of the parties performance of the respective obligations contained herein, the parties agree as follows:

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **Vehicle Body Repair Services Term and Supply**, bid number **08-21APR21**, any applicable addenda, and the Contractor's bid response dated **April 19, 2021** and executed by **Kevin Bopp** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on **the date of award** and continuing through **April 30, 2022** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one year periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items and services as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

**4. Delivery** - Contractor agrees to deliver the items as specified and with in the time limit specified by the bid after receipt of order.

**5. Billing and Payment** - All billing shall be invoiced to the **Boone County Road & Bridge Department, Greg Edington, 5551 Tom Bass Road, Columbia, MO 65201 or Sheriff, 2121 County Drive, Columbia, MO 65202**, and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

**6. Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

**7. Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

**8. Repair/Warranties** - The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs (parts and labor) shall be warranted for a minimum period of one (1) year from the date of repair. If the same part must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement part(s) that fail(s) during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds one (1) year shall be honored by the Contractor.

**9. Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**BOPP COLLISION CENTER LLC**

By Kevin Bopp  
DocuSigned by: DF18E35E4810427  
 Title owner

**BOONE COUNTY, MISSOURI**

By: Boone County Commission  
DocuSigned by: Daniel K. Atwill  
Daniel K. Atwill  
 Presiding Commissioner

**APPROVED AS TO FORM:**

DocuSigned by:  
[Signature]  
 County Counselor

**ATTEST:**

DocuSigned by:  
[Signature]  
 County Clerk

**AUDITOR CERTIFICATION**

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

<small>DocuSigned by:</small> <u>[Signature]</u> Signature	5/22/2021 Date	2040/59100 Term/Supply 1251-59100 Term/Supply 1255/59100 Term/Supply Appropriation Account
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**PURCHASE AGREEMENT  
FOR  
VEHICLE BODY REPAIR SERVICES TERM AND SUPPLY  
(Primary Contractor)**

**THIS AGREEMENT** dated the 27<sup>th</sup> day of May 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **McLarty CMFO LLC dba Joe Machens Body and Paint**, herein "Contractor."

**IN CONSIDERATION** of the parties performance of the respective obligations contained herein, the parties agree as follows:

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **Vehicle Body Repair Services Term and Supply**, bid number **08-21APR21**, any applicable addenda, and the Contractor's bid response dated **April 7, 2021** and executed by **Doug Bryant** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.

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- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**MCLARTY CMFO LLC DBA  
JOE MACHENS BODY AND PAINT**

**BOONE COUNTY, MISSOURI**

By Doug Bryant  
DocuSigned by:  
0F54903211BE4C6...  
Title Collision Manager

By: Boone County Commission  
DocuSigned by:  
Daniel K. Atwill  
Presiding Commissioner

**APPROVED AS TO FORM:**

**ATTEST:**

DocuSigned by:  
[Signature]  
County Counselor

DocuSigned by:  
Brianna L. Lannon  
County Clerk

**AUDITOR CERTIFICATION**

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

2040/59100 Term/Supply  
1251-59100 Term/Supply  
1255/59100 Term/Supply

DocuSigned by:  
[Signature]  
Signature

5/22/2021

Date

Appropriation Account

229-2021

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

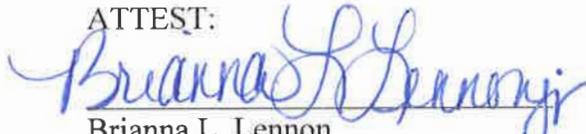
Term. 20 21

In the County Commission of said county, on the 27th day of May 20 21  
the following, among other proceedings, were had, viz:

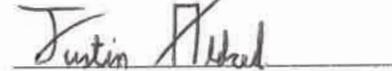
Now on this day, the County Commission of the County of Boone does hereby approve the Acceptance of the Mid-Missouri Regional Planning Commission Grants.

Done this 27<sup>th</sup> day of May 2021.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner



PO Box 140  
Ashland, MO 65010

**SUBAWARD AGREEMENT**

DATE 5-1-2021	
FEDERAL IDENTIFICATION NUMBER EMW-2020-SS-00051	OHS CONTROL NUMBER 07-03

SUBRECIPIENT NAME Boone County, Emergency Management Agency		DUNS NUMBER 073755977	
ADDRESS 2145 County Drive			
CITY Columbia	STATE MO	ZIP CODE 65202	
TOTAL AMOUNT OF THE FEDERAL AWARD \$14,000.00		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$14,000.00	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$14,000.00		TOTAL APPROVED COST SHARING OR MATCHING N/A	
PROJECT PERIOD FROM 09/01/2020	PROJECT PERIOD TO 08/31/2022	FEDERAL AWARD DATE 09/01/2020	
PROJECT TITLE Boone County Light Tower		FUNDED BY FY20 SHSP	
FEDERAL AWARDOING AGENCY Department of Homeland Security	PASS THROUGH ENTITY DPS / OHS	IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.0647		METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement	

**CONTACT INFORMATION**

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

SUMMARY DESCRIPTION OF PROJECT

A trailer mounted mobile light tower, self-contained and can be used indoors or outdoors as well to provide lighting to CBRNE events and incidents in order to facilitate 24 hour operations of critical infrastructure.

**AWARDING AGENCY APPROVAL**

**SUBRECIPIENT AUTHORIZED OFFICIAL**

TYPED NAME AND TITLE OF DPS OFFICIAL David Bock, Executive Director		TYPED NAME AND TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Daniel Atwill, Presiding Commissioner	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL <i>Daniel Atwill</i>	DATE 5.27.2021

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

GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-03	DATE 05-01-2021

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

TABLE OF CONTENTS

Article I	Summary Description of Award
Article II	Procurement of Recovered Materials
Article III	Whistleblower Protection Act
Article IV	Use of DHS Seal, Logo and Flags
Article V	USA Patriot Act of 2001
Article VI	Universal Identifier and System of Award Management (SAM)
Article VII	Reporting of Matters Related to the Recipient Integrity and Performance
Article VIII	Rehabilitation Act of 1973
Article IX	Trafficking Victims Protection Act of 2000
Article X	Terrorist Financing
Article XI	SAFECOM
Article XII	Reporting Subawards and Executive Compensation
Article XIII	Debarment and Suspension
Article XIV	Copyright
Article XV	Civil Rights Act of 1964 – Title VI
Article XVI	Best Practices for Collection and Use of Personally Identifiable Information (PII)
Article XVII	Americans with Disabilities Act of 1990
Article XVIII	Age Discrimination Act of 1975
Article XIX	Activities Conducted Abroad
Article XX	Acknowledgement of Federal Funding from DHS
Article XXI	Assurances, Administrative Requirements, Cost Principles, and Representation and Certifications
Article XXII	Patents and Intellectual Property Rights
Article XXIII	Notice of Funding Opportunity Requirements
Article XXIV	Non-supplanting Requirement
Article XXV	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XXVI	National Environmental Policy Act
Article XXVII	Lobbying Prohibitions
Article XXVIII	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article XXIX	Hotel and Motel Fire Safety Act of 1990
Article XXX	Fly American Act of 1974
Article XXXI	Federal Leadership on Reducing Text Messaging While Driving
Article XXXII	Federal Debt Status
Article XXXIII	False Claims Act and Program Fraud Civil Remedies
Article XXXIV	Energy Policy and Conservation Act
Article XXXV	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
Article XXXVI	Duplication of Benefits
Article XXXVII	Drug-Free Workplace Regulations
Article XXXVIII	Civil Rights Act of 1968
Article XXXIX	Disposition of Equipment Acquired Under the Federal Award
Article XL	DHS Specific Acknowledgements and Assurances
Article XLI	Office of Homeland Specific Acknowledgements and Assurances
Article XLII	Office of Homeland Security Imposed Special Conditions
Article XLIII	(Agency Specific Special Conditions)

AUTHORIZED OFFICIAL INITIALS  
*DA*

GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-03	DATE 05-01-2021

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

**Article I – Summary Description of Award**

The purpose of the FY 2020 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

**Article II – Procurement of Recovered Materials**

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

**Article III – Whistleblower Protection Act**

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

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

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

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

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

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

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

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

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

AUTHORIZED OFFICIAL INITIALS

*DA*

GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-03	DATE 05-01-2021
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

**Article VIII – Rehabilitation act of 1973**

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

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

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

**Article X – Terrorist Financing**

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

**Article XI – SAFECOM**

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

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

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

**Article XIII – Debarment and Suspension**

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

**Article XIV - Copyright**

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

AUTHORIZED OFFICIAL INITIALS  
DA

GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-03	DATE 05-01-2021

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

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

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

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

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

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

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

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

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

**Article XIX - Activities Conducted Abroad**

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

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

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

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

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

AUTHORIZED OFFICIAL INITIALS

DA

GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-03	DATE 05-01-2021
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

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

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

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

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

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

**Article XXIV - Non-supplanting Requirement**

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

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

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

**Article XXVI – National Environmental Policy Act**

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

**Article XXVII - Lobbying Prohibitions**

Subrecipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the 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 related to the federal award or contract, including any extension, continuation, renewal, amendment, or modification.

AUTHORIZED OFFICIAL INITIALS  
DA

GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-03	DATE 05-01-2021
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

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

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

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

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

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

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

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

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

**Article XXXII - Federal Debt Status**

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

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

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

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

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

AUTHORIZED OFFICIAL INITIALS  DA
--

GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-03	DATE 05-01-2021

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

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

**Article XXXVI - Duplication of Benefits**

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

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

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

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

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

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

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

AUTHORIZED OFFICIAL INITIALS  


GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-03	DATE 05-01-2021

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

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

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

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

AUTHORIZED OFFICIAL INITIALS

DA

GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-03	DATE 05-01-2021

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

**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 inventoring, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.
3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by OHS, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
6. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
  - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.
  - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to OHS for review or be readily available for review prior to execution of the contract.
7. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the OHS, become property of the State of Missouri. The

AUTHORIZED OFFICIAL INITIALS 
---

GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-03	DATE 05-01-2021

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

subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

8. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
9. To follow the grant program guidelines as stated in the OHS *Administrative Guide for Homeland Security Grants*, as well as the Information Bulletins released by OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
10. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.
11. In the event OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
12. Prior written approval from OHS is required prior to making any change to the OHS approved budget for this award.
13. To submit Grant Status Reports to OHS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to OHS within 45 days after the end of the project period.
14. All items that meet the OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the OHS prior to the start of any project.
16. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.

AUTHORIZED OFFICIAL INITIALS  
*DA*

GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-03	DATE 05-01-2021

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

17. The purchase of any generator requires prior approval from the OHS, documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
18. Purchases from a single feasible source must have prior approval from the OHS.
19. Subrecipient is required to complete the 2020 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2020 NCSR will be open from August – December 2020. Each subrecipient must send verification to OHS that the NCSR has been completed no later than December 15, 2020.

AUTHORIZED OFFICIAL INITIALS 
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GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-03	DATE 05-01-2021

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

**Article XLII - Special Conditions**

AUTHORIZED OFFICIAL INITIALS  


GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-03	DATE 05-01-2021
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

**Article XLIII (Agency Specific Special Conditions)**

AUTHORIZED OFFICIAL INITIALS  
DA



PO Box 140  
Ashland, MO 65010

**SUBAWARD AGREEMENT**

DATE 5-1-2021	
FEDERAL IDENTIFICATION NUMBER EMW-2020-SS-00051	OHS CONTROL NUMBER 07-04

SUBRECIPIENT NAME Boone County, Emergency Management Agency		DUNS NUMBER 073755977	
ADDRESS 2145 County Drive			
CITY Columbia		STATE MO	ZIP CODE 65202
TOTAL AMOUNT OF THE FEDERAL AWARD \$1,650.00		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$1,650.00	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$1,650.00		TOTAL APPROVED COST SHARING OR MATCHING N/A	
PROJECT PERIOD FROM 09/01/2020	PROJECT PERIOD TO 08/31/2022	FEDERAL AWARD DATE 09/01/2020	
PROJECT TITLE Boone County Generator Load Testing		FUNDED BY FY20 SHSP	
FEDERAL AWARDDING AGENCY Department of Homeland Security	PASS THROUGH ENTITY DPS / OHS	IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.0647		METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement	

**CONTACT INFORMATION**

OHS GRANT SPECIALIST		SUBRECIPIENT PROJECT DIRECTOR	
NAME David Bock		NAME Chris Kelly	
E-MAIL ADDRESS davidbock@midmorpc.org		ADDRESS (If different from above)	
TELEPHONE 573-657-9779		CITY, STATE AND ZIP CODE	
PROGRAM MANAGER Joni McCarter	TELEPHONE 573-554-7908	E-MAIL ADDRESS ckelley@boonecountym	

SUMMARY DESCRIPTION OF PROJECT

Annual load testing of large towable power electrical generators is necessary to ensure operations when needed for backup power supply, operational emergency communications.  
We have three generators that vary in size as follows: 80, 75, and 56 KVA.

**AWARDING AGENCY APPROVAL**

**SUBRECIPIENT AUTHORIZED OFFICIAL**

TYPED NAME AND TITLE OF DPS OFFICIAL David Bock, Executive Director		TYPED NAME AND TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Daniel Atwill, Presiding Commissioner	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE 5-27-2021

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

GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-04	DATE 05-01-2021
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

TABLE OF CONTENTS

Article I	Summary Description of Award
Article II	Procurement of Recovered Materials
Article III	Whistleblower Protection Act
Article IV	Use of DHS Seal, Logo and Flags
Article V	USA Patriot Act of 2001
Article VI	Universal Identifier and System of Award Management (SAM)
Article VII	Reporting of Matters Related to the Recipient Integrity and Performance
Article VIII	Rehabilitation Act of 1973
Article IX	Trafficking Victims Protection Act of 2000
Article X	Terrorist Financing
Article XI	SAFECOM
Article XII	Reporting Subawards and Executive Compensation
Article XIII	Debarment and Suspension
Article XIV	Copyright
Article XV	Civil Rights Act of 1964 – Title VI
Article XVI	Best Practices for Collection and Use of Personally Identifiable Information (PII)
Article XVII	Americans with Disabilities Act of 1990
Article XVIII	Age Discrimination Act of 1975
Article XIX	Activities Conducted Abroad
Article XX	Acknowledgement of Federal Funding from DHS
Article XXI	Assurances, Administrative Requirements, Cost Principles, and Representation and Certifications
Article XXII	Patents and Intellectual Property Rights
Article XXIII	Notice of Funding Opportunity Requirements
Article XXIV	Non-supplanting Requirement
Article XXV	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XXVI	National Environmental Policy Act
Article XXVII	Lobbying Prohibitions
Article XXVIII	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article XXIX	Hotel and Motel Fire Safety Act of 1990
Article XXX	Fly American Act of 1974
Article XXXI	Federal Leadership on Reducing Text Messaging While Driving
Article XXXII	Federal Debt Status
Article XXXIII	False Claims Act and Program Fraud Civil Remedies
Article XXXIV	Energy Policy and Conservation Act
Article XXXV	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
Article XXXVI	Duplication of Benefits
Article XXXVII	Drug-Free Workplace Regulations
Article XXXVIII	Civil Rights Act of 1968
Article XXXIX	Disposition of Equipment Acquired Under the Federal Award
Article XL	DHS Specific Acknowledgements and Assurances
Article XLI	Office of Homeland Specific Acknowledgements and Assurances
Article XLII	Office of Homeland Security Imposed Special Conditions
Article XLIII	(Agency Specific Special Conditions)

AUTHORIZED OFFICIAL INITIALS

DA

GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-04	DATE 05-01-2021
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

**Article I – Summary Description of Award**

The purpose of the FY 2020 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

**Article II – Procurement of Recovered Materials**

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

**Article III – Whistleblower Protection Act**

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

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

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

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

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

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

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

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

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

AUTHORIZED OFFICIAL INITIALS 
---

GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-04	DATE 05-01-2021

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

**Article VIII – Rehabilitation act of 1973**

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

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

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

**Article X – Terrorist Financing**

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

**Article XI – SAFECOM**

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

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

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

**Article XIII – Debarment and Suspension**

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

**Article XIV - Copyright**

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

AUTHORIZED OFFICIAL INITIALS  


GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-04	DATE 05-01-2021
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

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

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

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

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

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

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

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

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

**Article XIX - Activities Conducted Abroad**

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

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

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

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

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

AUTHORIZED OFFICIAL INITIALS  
DA

GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-04	DATE 05-01-2021

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

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

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

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

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

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

**Article XXIV - Non-supplanting Requirement**

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

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

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

**Article XXVI – National Environmental Policy Act**

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

**Article XXVII - Lobbying Prohibitions**

Subrecipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the 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 related to the federal award or contract, including any extension, continuation, renewal, amendment, or modification.

AUTHORIZED OFFICIAL INITIALS  


GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-04	DATE 05-01-2021
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

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

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

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

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

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

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

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

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

**Article XXXII - Federal Debt Status**

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

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

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

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

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

AUTHORIZED OFFICIAL INITIALS  DA
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GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-04	DATE 05-01-2021

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

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

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

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

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

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

AUTHORIZED OFFICIAL INITIALS  


GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-04	DATE 05-01-2021

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

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

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

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

AUTHORIZED OFFICIAL INITIALS

DA

GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-04	DATE 05-01-2021

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

**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.
3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by OHS, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
6. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
  - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.
  - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to OHS for review or be readily available for review prior to execution of the contract.
7. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the OHS, become property of the State of Missouri. The

AUTHORIZED OFFICIAL INITIALS

DA

GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-04	DATE 05-01-2021

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

subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

8. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
9. To follow the grant program guidelines as stated in the OHS *Administrative Guide for Homeland Security Grants*, as well as the Information Bulletins released by OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
10. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.
11. In the event OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
12. Prior written approval from OHS is required prior to making any change to the OHS approved budget for this award.
13. To submit Grant Status Reports to OHS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to OHS within 45 days after the end of the project period.
14. All items that meet the OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the OHS prior to the start of any project.
16. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.

AUTHORIZED OFFICIAL INITIALS 
---

GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-04	DATE 05-01-2021

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

17. The purchase of any generator requires prior approval from the OHS, documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
18. Purchases from a single feasible source must have prior approval from the OHS.
19. Subrecipient is required to complete the 2020 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2020 NCSR will be open from August – December 2020. Each subrecipient must send verification to OHS that the NCSR has been completed no later than December 15, 2020.

AUTHORIZED OFFICIAL INITIALS

*DA*

GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-04	DATE 05-01-2021

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

**Article XLII - Special Conditions**

AUTHORIZED OFFICIAL INITIALS  


GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-04	DATE 05-01-2021
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

**Article XLIII (Agency Specific Special Conditions)**

AUTHORIZED OFFICIAL INITIALS  




PO Box 140  
Ashland, MO 65010

**SUBAWARD AGREEMENT**

DATE 5-1-2021	
FEDERAL IDENTIFICATION NUMBER EMW-2020-SS-00051	OHS CONTROL NUMBER 07-05

SUBRECIPIENT NAME Boone County, Emergency Management Agency		DUNS NUMBER 073755977	
ADDRESS 2145 County Drive			
CITY Columbia	STATE MO	ZIP CODE 65202	
TOTAL AMOUNT OF THE FEDERAL AWARD \$4,668.00		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$4,668.00	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$4,668.00		TOTAL APPROVED COST SHARING OR MATCHING N/A	
PROJECT PERIOD FROM 09/01/2020	PROJECT PERIOD TO 08/31/2022	FEDERAL AWARD DATE 09/01/2020	
PROJECT TITLE Boone County IST Trailer Sustainment		FUNDED BY FY20 SHSP	
FEDERAL AWARDOING AGENCY Department of Homeland Security	PASS THROUGH ENTITY DPS / OHS	IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.0647		METHOD OF PAYMENT (Reimbursement – Advanced) Reimbursement	

**CONTACT INFORMATION**

OHS GRANT SPECIALIST		SUBRECIPIENT PROJECT DIRECTOR	
NAME David Bock		NAME Chris Kelly	
E-MAIL ADDRESS davidbock@midmorpc.org		ADDRESS (If different from above)	
TELEPHONE 573-657-9779		CITY, STATE AND ZIP CODE	
PROGRAM MANAGER Joni McCarter	TELEPHONE 573-554-7908	E-MAIL ADDRESS ckelley@boonecountym	

SUMMARY DESCRIPTION OF PROJECT

Sustain and strengthen the resiliency of operations communications and ensures redundancy for enhanced public safety by providing satellite internet/phone service to the Incident Support Team (IST) Trailer.

**AWARDING AGENCY APPROVAL**

**SUBRECIPIENT AUTHORIZED OFFICIAL**

TYPED NAME AND TITLE OF DPS OFFICIAL David Bock, Executive Director		TYPED NAME AND TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Daniel Atwill, Presiding Commissioner	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE 5/27/2021

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

GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-05	DATE 05-01-2021
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

TABLE OF CONTENTS

Article I	Summary Description of Award
Article II	Procurement of Recovered Materials
Article III	Whistleblower Protection Act
Article IV	Use of DHS Seal, Logo and Flags
Article V	USA Patriot Act of 2001
Article VI	Universal Identifier and System of Award Management (SAM)
Article VII	Reporting of Matters Related to the Recipient Integrity and Performance
Article VIII	Rehabilitation Act of 1973
Article IX	Trafficking Victims Protection Act of 2000
Article X	Terrorist Financing
Article XI	SAFECOM
Article XII	Reporting Subawards and Executive Compensation
Article XIII	Debarment and Suspension
Article XIV	Copyright
Article XV	Civil Rights Act of 1964 – Title VI
Article XVI	Best Practices for Collection and Use of Personally Identifiable Information (PII)
Article XVII	Americans with Disabilities Act of 1990
Article XVIII	Age Discrimination Act of 1975
Article XIX	Activities Conducted Abroad
Article XX	Acknowledgement of Federal Funding from DHS
Article XXI	Assurances, Administrative Requirements, Cost Principles, and Representation and Certifications
Article XXII	Patents and Intellectual Property Rights
Article XXIII	Notice of Funding Opportunity Requirements
Article XXIV	Non-supplanting Requirement
Article XXV	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XXVI	National Environmental Policy Act
Article XXVII	Lobbying Prohibitions
Article XXVIII	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article XXIX	Hotel and Motel Fire Safety Act of 1990
Article XXX	Fly American Act of 1974
Article XXXI	Federal Leadership on Reducing Text Messaging While Driving
Article XXXII	Federal Debt Status
Article XXXIII	False Claims Act and Program Fraud Civil Remedies
Article XXXIV	Energy Policy and Conservation Act
Article XXXV	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
Article XXXVI	Duplication of Benefits
Article XXXVII	Drug-Free Workplace Regulations
Article XXXVIII	Civil Rights Act of 1968
Article XXXIX	Disposition of Equipment Acquired Under the Federal Award
Article XL	DHS Specific Acknowledgements and Assurances
Article XLI	Office of Homeland Specific Acknowledgements and Assurances
Article XLII	Office of Homeland Security Imposed Special Conditions
Article XLIII	(Agency Specific Special Conditions)

AUTHORIZED OFFICIAL INITIALS  


GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-05	DATE 05-01-2021

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

**Article I – Summary Description of Award**

The purpose of the FY 2020 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

**Article II – Procurement of Recovered Materials**

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

**Article III – Whistleblower Protection Act**

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

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

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

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

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

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

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

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

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

AUTHORIZED OFFICIAL INITIALS  


GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-05	DATE 05-01-2021

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

**Article VIII – Rehabilitation act of 1973**

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

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

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

**Article X – Terrorist Financing**

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

**Article XI – SAFECOM**

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

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

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

**Article XIII – Debarment and Suspension**

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

**Article XIV - Copyright**

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

AUTHORIZED OFFICIAL INITIALS  


GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-05	DATE 05-01-2021

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

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

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

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

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

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

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

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

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

**Article XIX - Activities Conducted Abroad**

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

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

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

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

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

AUTHORIZED OFFICIAL INITIALS

DA

GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-05	DATE 05-01-2021

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

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

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

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

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

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

**Article XXIV - Non-supplanting Requirement**

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

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

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

**Article XXVI – National Environmental Policy Act**

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

**Article XXVII - Lobbying Prohibitions**

Subrecipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the 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 related to the federal award or contract, including any extension, continuation, renewal, amendment, or modification.

AUTHORIZED OFFICIAL INITIALS  


GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-05	DATE 05-01-2021

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

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

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

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

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

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

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

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

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

**Article XXXII - Federal Debt Status**

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

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

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

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

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

AUTHORIZED OFFICIAL INITIALS  


GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-05	DATE 05-01-2021

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

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

**Article XXXVI - Duplication of Benefits**

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

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

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

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

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

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

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

AUTHORIZED OFFICIAL INITIALS

DA

GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-05	DATE 05-01-2021

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

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

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

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

AUTHORIZED OFFICIAL INITIALS  


GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-05	DATE 05-01-2021

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

**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 inventoring, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.
3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by OHS, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
6. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
  - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.
  - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to OHS for review or be readily available for review prior to execution of the contract.
7. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the OHS, become property of the State of Missouri. The

AUTHORIZED OFFICIAL INITIALS  


GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-05	DATE 05-01-2021

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

subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

8. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
9. To follow the grant program guidelines as stated in the OHS *Administrative Guide for Homeland Security Grants*, as well as the Information Bulletins released by OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
10. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.
11. In the event OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
12. Prior written approval from OHS is required prior to making any change to the OHS approved budget for this award.
13. To submit Grant Status Reports to OHS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to OHS within 45 days after the end of the project period.
14. All items that meet the OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the OHS prior to the start of any project.
16. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.

AUTHORIZED OFFICIAL INITIALS

DA

GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-05	DATE 05-01-2021

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

17. The purchase of any generator requires prior approval from the OHS, documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
18. Purchases from a single feasible source must have prior approval from the OHS.
19. Subrecipient is required to complete the 2020 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2020 NCSR will be open from August – December 2020. Each subrecipient must send verification to OHS that the NCSR has been completed no later than December 15, 2020.

AUTHORIZED OFFICIAL INITIALS  


GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-05	DATE 05-01-2021

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

**Article XLII - Special Conditions**

AUTHORIZED OFFICIAL INITIALS  


GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-05	DATE 05-01-2021

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

**Article XLIII (Agency Specific Special Conditions)**

AUTHORIZED OFFICIAL INITIALS

DA



PO Box 140  
Ashland, MO 65010

**SUBAWARD AGREEMENT**

SUBRECIPIENT NAME Boone County, Emergency Management Agency		DATE 5-1-2021	
ADDRESS 2145 County Drive		FEDERAL IDENTIFICATION NUMBER EMW-2020-SS-00051	OHS CONTROL NUMBER 07-20
CITY Columbia		STATE MO	ZIP CODE 65202
TOTAL AMOUNT OF THE FEDERAL AWARD \$11,497.50		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$11,497.50	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$11,497.50		TOTAL APPROVED COST SHARING OR MATCHING N/A	
PROJECT PERIOD FROM 09/01/2020	PROJECT PERIOD TO 08/31/2022	FEDERAL AWARD DATE 09/01/2020	
PROJECT TITLE Boone County IST supplies		FUNDED BY FY20 SHSP	
FEDERAL AWARDOING AGENCY Department of Homeland Security	PASS THROUGH ENITITY DPS / OHS	IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.0647		METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement	

**CONTACT INFORMATION**

OHS GRANT SPECIALIST		SUBRECIPIENT PROJECT DIRECTOR	
NAME David Bock		NAME Chris Kelly	
E-MAIL ADDRESS davidbock@midmorpc.org		ADDRESS (If different from above)	
TELEPHONE 573-657-9779		CITY, STATE AND ZIP CODE	
PROGRAM MANAGER Joni McCarter	TELEPHONE 573-554-7908	E-MAIL ADDRESS ckelley@boonecountym	

**SUMMARY DESCRIPTION OF PROJECT**

There is a need to purchase 12 licenses of Microsoft office, PDF Editor, and 2 licenses for GIS software for laptops purchased in 2018 with FY 2016 funds. The printer is also outdated and not supported by Windows 10. These items are for the Incident Support Trailer purchased through RHSOC.

**AWARDING AGENCY APPROVAL**

**SUBRECIPIENT AUTHORIZED OFFICIAL**

TYPED NAME AND TITLE OF DPS OFFICIAL David Bock, Executive Director		TYPED NAME AND TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Daniel Atwill, Presiding Commissioner	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE 5.27.2021

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

GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-20	DATE 05-01-2021
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

TABLE OF CONTENTS

Article I	Summary Description of Award
Article II	Procurement of Recovered Materials
Article III	Whistleblower Protection Act
Article IV	Use of DHS Seal, Logo and Flags
Article V	USA Patriot Act of 2001
Article VI	Universal Identifier and System of Award Management (SAM)
Article VII	Reporting of Matters Related to the Recipient Integrity and Performance
Article VIII	Rehabilitation Act of 1973
Article IX	Trafficking Victims Protection Act of 2000
Article X	Terrorist Financing
Article XI	SAFECOM
Article XII	Reporting Subawards and Executive Compensation
Article XIII	Debarment and Suspension
Article XIV	Copyright
Article XV	Civil Rights Act of 1964 – Title VI
Article XVI	Best Practices for Collection and Use of Personally Identifiable Information (PII)
Article XVII	Americans with Disabilities Act of 1990
Article XVIII	Age Discrimination Act of 1975
Article XIX	Activities Conducted Abroad
Article XX	Acknowledgement of Federal Funding from DHS
Article XXI	Assurances, Administrative Requirements, Cost Principles, and Representation and Certifications
Article XXII	Patents and Intellectual Property Rights
Article XXIII	Notice of Funding Opportunity Requirements
Article XXIV	Non-supplanting Requirement
Article XXV	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XXVI	National Environmental Policy Act
Article XXVII	Lobbying Prohibitions
Article XXVIII	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article XXIX	Hotel and Motel Fire Safety Act of 1990
Article XXX	Fly American Act of 1974
Article XXXI	Federal Leadership on Reducing Text Messaging While Driving
Article XXXII	Federal Debt Status
Article XXXIII	False Claims Act and Program Fraud Civil Remedies
Article XXXIV	Energy Policy and Conservation Act
Article XXXV	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
Article XXXVI	Duplication of Benefits
Article XXXVII	Drug-Free Workplace Regulations
Article XXXVIII	Civil Rights Act of 1968
Article XXXIX	Disposition of Equipment Acquired Under the Federal Award
Article XL	DHS Specific Acknowledgements and Assurances
Article XLI	Office of Homeland Specific Acknowledgements and Assurances
Article XLII	Office of Homeland Security Imposed Special Conditions
Article XLIII	(Agency Specific Special Conditions)

<p>AUTHORIZED OFFICIAL INITIALS</p> 
---

GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-20	DATE 05-01-2021
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

**Article I – Summary Description of Award**

The purpose of the FY 2020 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

**Article II – Procurement of Recovered Materials**

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

**Article III – Whistleblower Protection Act**

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

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

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

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

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

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

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

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

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

AUTHORIZED OFFICIAL INITIALS  


GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-20	DATE 05-01-2021

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

**Article VIII – Rehabilitation act of 1973**

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

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

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

**Article X – Terrorist Financing**

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

**Article XI – SAFECOM**

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

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

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

**Article XIII – Debarment and Suspension**

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

**Article XIV - Copyright**

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

AUTHORIZED OFFICIAL INITIALS

DA

GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-20	DATE 05-01-2021
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

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

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

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

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

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

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

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

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

**Article XIX - Activities Conducted Abroad**

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

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

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

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

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

AUTHORIZED OFFICIAL INITIALS  
DA

GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-20	DATE 05-01-2021
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

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

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

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

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

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

**Article XXIV - Non-supplanting Requirement**

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

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

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

**Article XXVI – National Environmental Policy Act**

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

**Article XXVII - Lobbying Prohibitions**

Subrecipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the 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 related to the federal award or contract, including any extension, continuation, renewal, amendment, or modification.

AUTHORIZED OFFICIAL INITIALS 
---

GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-20	DATE 05-01-2021
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

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

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

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

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

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

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

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

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

**Article XXXII - Federal Debt Status**

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

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

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

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

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

AUTHORIZED OFFICIAL INITIALS  
DA

GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-20	DATE 05-01-2021

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

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

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

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

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

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

AUTHORIZED OFFICIAL INITIALS  


GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-20	DATE 05-01-2021

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

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

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

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

AUTHORIZED OFFICIAL INITIALS  


GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-20	DATE 05-01-2021
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

**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.
3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by OHS, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
6. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
  - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.
  - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to OHS for review or be readily available for review prior to execution of the contract.
7. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the OHS, become property of the State of Missouri. The

AUTHORIZED OFFICIAL INITIALS 
---

GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-20	DATE 05-01-2021
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

8. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
9. To follow the grant program guidelines as stated in the OHS *Administrative Guide for Homeland Security Grants*, as well as the Information Bulletins released by OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
10. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.
11. In the event OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
12. Prior written approval from OHS is required prior to making any change to the OHS approved budget for this award.
13. To submit Grant Status Reports to OHS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to OHS within 45 days after the end of the project period.
14. All items that meet the OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the OHS prior to the start of any project.
16. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.

AUTHORIZED OFFICIAL INITIALS 
---

GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-20	DATE 05-01-2021

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

17. The purchase of any generator requires prior approval from the OHS, documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
18. Purchases from a single feasible source must have prior approval from the OHS.
19. Subrecipient is required to complete the 2020 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2020 NCSR will be open from August – December 2020. Each subrecipient must send verification to OHS that the NCSR has been completed no later than December 15, 2020.

AUTHORIZED OFFICIAL INITIALS

DA

GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-20	DATE 05-01-2021
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

**Article XLII - Special Conditions**

AUTHORIZED OFFICIAL INITIALS  
DA

GRANT PROGRAM FY20 State Homeland Security Grant Program	SUBRECIPIENT Boone County, Emergency Management Agency
AWARD NUMBER EMW-2020-SS-00051-07-20	DATE 05-01-2021

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

**Article XLIII (Agency Specific Special Conditions)**

AUTHORIZED OFFICIAL INITIALS  
DA

230-2021

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

27th

day of

May

20 21

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

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

August Nielsen	Library Board	Reappointment	4 Year Term	June 30, 2021 thru May 31, 2025
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Done this 27<sup>th</sup> day of May 2021.

ATTEST: -

*Brianna L. Lennon*

Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Justin Aldred*

Justin Aldred  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner



231 -2021

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 21

In the County Commission of said county, on the 27<sup>th</sup> day of May 20 21  
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 Approval of Proposal for Consultant Services form with A Civil Group, LLC for Legal Descriptions research and drafting for the Collector's 2021 Delinquent Tax Sale.

The terms of the agreement are stipulated in the attached Proposal for Consultant Services form. It is further ordered the Presiding Commissioner is hereby authorized to sign said Proposal for Consultant Services form.

Done this 27<sup>th</sup> day of May 2021.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Justin Aldred  
Justin Aldred  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner



**APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES**

Effective the 27th day of MAY, 2021, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

Consultant Name: **A Civil Group, LLC**

Project/Work Description: Legal Descriptions research and drafting for the Collector's 2021 Delinquent Tax Sale

Proposal Description: Services will be provided as requested by the County Collector with research to be billed at the rate of \$115.00 per hour, with a total contract not to exceed \$4,000.00 without additional, written approval from the County.

Modifications to Proposal: Owner's representative shall be considered the **Boone County Collector of Revenue**. Consultant shall provide an itemized charge per legal description prepared, in addition to Consultant's monthly invoices for payment, to allow the addition of said direct cost to the relevant parcel as part of the costs of the delinquent tax sale.

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

**A CIVIL GROUP, LLC**

By Jay Gebhardt  
Jay Gebhardt, Chief Operating Member  
Dated: 5/14/21

**BOONE COUNTY, MISSOURI**

By [Signature]  
Presiding Commissioner  
Dated: 5.27.2021

**APPROVED AS TO FORM:**

[Signature]  
County Counselor

**ATTEST:**

[Signature]  
County Clerk

**APPROVED:**

[Signature]  
Collector of Revenue

**Certification:**

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

[Signature] 5/19/21 1150-71101  
Auditor by [Signature] Date