

51 -2026

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 26

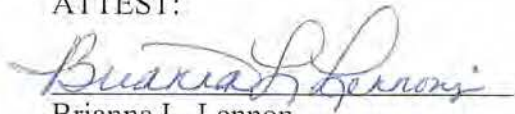
In the County Commission of said county, on the 27th day of January 20 26

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

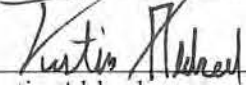
Now, on this day, the County Commission of the County of Boone does hereby approve Amendment One to Contract C001050 (19-15AUG25) with INA LED US, Inc. The terms of the agreement are set out in the attached Amendment, and the Presiding Commissioner is authorized to sign the same.

Done this 27th day of January 2026.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Amy Gerskin
Senior Buyer



5551 S. Tom Bass Rd.
Room 205
Columbia, MO 65201
Phone: (573) 886-4393
agerskin@boonemo.gov

January 23, 2026

TO: Boone County Commission
FROM: Amy Gerskin, Senior Buyer
RE: Amendment #1 for County Contract C001050 (19-15AUG25) –
Furnishing, Delivery, Installation, Configuration, and Training of AV
Equipment at the SO Training Center.

Purchasing requests approval for Amendment #1 for County Contract C001050 (19-15AUG25) – Furnishing, Delivery, Installation, Configuration, and Training of AV Equipment at the SO Training Center with INA Led US, Inc, for the Boone County Sheriff's Office. The original contract was established November 4th, 2025, through Commission Order 557-2025.

Amendment #1 includes three changes:

1. **Add:** Two (2) Wattbox WB-400-8 for the lectern racks, protecting the equipment within from power surges.
2. **Add:** Two (2) Shure WL183MB/O-TQG
3. **Replacing:** One (1) VMP EREN-27 will be replaced with one (1) Strong SR-FS-SYSTEM-DC-27U due to the depth of the video wall processors, the rack depth needed to be increased but the height will remain the same.
4. **Remove:** Two (2) SanDisk SDSDXXD-512G-ANCIN due to recording/streaming devices have internal SSDs, the SD port is not usable when an internal SSD is installed.

There is no encumbrance for this amendment.

There are no other changes to the contract.

CC: Captain Brian Leer – Sheriff's Office
Julia Lutz, Beth Boos, Phillip Montes – Information Technology
Contract File

Commission Order: 51-2026

1/27/2026

**CONTRACT AMENDMENT NUMBER ONE
FURNISHING, DELIVERY, INSTALATION, CONFIGURATION, AND TRAINING OF AV
EQUIPMENT AT THE SO TRAINING CENTER**

County contract # **C001050**, awarded on November 04, 2025, from Request for Proposal 19-15AUG25 made by and between Boone County, Missouri and **INA LED US, Inc.** for and in consideration of the request change order for the equipment for the AV equipment.

1. **ADD:** Two (2) Wattbox WB-400-8 for the lectern racks, protecting the equipment within from power surges.
2. **ADD:** Two (2) Shure WL183MB/O-TQG
3. **REPLACING:** One (1) VMP EREN-27 will be replaced with one (1) Strong SR-FS-SYSTEM-DC-27U due to the depth of the video wall processors, the rack depth needed to be increased but the height will remain the same.
4. **REMOVE:** Two (2) SanDisk SDSDXD-512G-ANCIN due to recording/streaming devices having internal SSDs, the SD port is not usable when an internal SSD is installed.

All other terms and conditions of the original contract shall remain the same and apply hereto.

IN WITNESS WHEREOF the parties, through their duly authorized representatives, acknowledge the changes of said contract.

INA LED US, Inc.

Signed by:
by John Bark
488FB28EC0F6497...

title Mgr. of Contracts

BOONE COUNTY, MISSOURI

by: Boone County Commission

Signed by:
Kip Kendrick
2B83ECDD7F6E4A8...

Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
CJ Dykhous
7D71DEAEB9D74DD...

CJ Dykhous, County Counselor

ATTEST:

Signed by:
Brianna L Lennon
D267E242BFB948C...

Brianna L. Lennon, 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.)

DocuSigned by:
Hyle Priemann by At.
8E8FE1148A274E1...

1/26/2026

No encumbrance

Signature

Date

Appropriation Account



CHANGE ORDER FORM

Change Order #: P-093-CO-001

Date: January 09, 2026

Project Name: Boone County Sheriff's Office Regional Training Center

Agreement Number: C001050

Purchase Order Number: 2025000257

Commission Number: 557-2025

Client:

Boone County Sheriff's Office Regional
Training Center
2121 County Drive
Columbia, MO 65202
(573) 875-1111

Provider:

INA LED US, INC.
13426 Rosecrans Ave. Ste A
Norwalk, CA 90650

1. Description of Change: Equipment Additions

Addition of the following equipment as outlined below:

Equipment Description	Qty
Wattbox WB-400-8	2
Shure WL183MB/O-TQG	2

Reason for Addition:

These items have been added to align with the required specifications.

2. Description of Change: Equipment Substitutions

Substitution of the following equipment as outlined below:

Previous Equipment	New Equipment	Qty
VMP EREN-27	Strong SR-FS-SYSTEM-DC-27U	1

Reason for Change:

Due to the depth of the video wall processors, the rack depth needs to be increased although the height will remain the same.



3. Description of Change: Equipment Removals

Removal of the following equipment as outlined below:

Equipment Description	Qty
SanDisk SDSDXXD-512G-ANCIN	2

Reason for Removal:

Recording/Streaming devices have internal SSDs, the SD port is not usable when an internal SSD is installed.

Cost Impact:

\$0.00 (No cost to client)

NO CHANGE TO THE CONTRACT TOTAL: \$246,913.61

Authorized Signatures

Accepted By (Client):

Boone County Sheriff's Office Regional Training Center

Signature: _____

Name: _____

Title: _____

Date: _____

Authorized By (Provider):

INA LED US, INC.

Signature: Josh Kim

Name: Josh Kim

Title: CEO

Date: 01/21/2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 26

In the County Commission of said county, on the 27th day of January 20 26

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

Now on this day, the County Commission of the County of Boone does hereby approve a Contract Amendment with Marco Technologies, LLC. for copiers. The terms of the contract amendment are set out in the attached contract amendment, and the Presiding Commissioner is authorized to sign the same.

Done this 27th day of January 2026.

ATTEST:

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

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



5551 S. Tom Bass Road
Columbia, MO 65201
Phone: (573) 886-4391

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB, CPPO
DATE: December 23, 2025
RE: Amendment #1 to Contract: *C001060 (030321-SEC) – Two (2) Copiers for the Boone County Clerk* with Marco Technologies, LLC

Contract *C001060 (030321-SEC) – Copiers for the Boone County Clerk* was approved by commission for award to Marco Technologies, LLC on January 8, 2026, commission order 17-2026.

Amendment #1 changes the model number of the copiers to BP-71M55.

Copiers are budgeted in department 1131 – GF County Clerk Operations and 1132 – GF Elections and VR Operations, account 92000 – Replacement Office Equipment.

cc: Contract File

Commission Order: 52-2026

Date: 01.27.2026

**CONTRACT AMENDMENT NUMBER ONE
TWO (2) COPIERS WITH MAINTENANCE FOR BOONE COUNTY CLERK**

The Agreement **C001060 (030321-SEC)**, dated the 8th day of January 2026 made by and between Boone County, Missouri and **Marco Technologies, LLC** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **CHANGE** model number of copiers to BP-71M55.
2. Except as specifically amended hereunder, all other terms, conditions, and provisions of the original agreement shall remain in full force and effect.

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

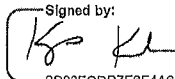
MARCO TECHNOLOGIES, LLC

BOONE COUNTY, MISSOURI

Signed by: 
By F406933DDA444FF...

By: Boone County Commission

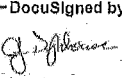
Title Technology Advisor

Signed by: 
2B83ECD07F0E4A6...

Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by: 
7D71DEAEB9D74DD...


Signed by: 
D207E242BFB046C...

CJ Dykhous, County Counselor

Brianna L. Lennon, 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.)

DocuSigned by: 
8C24BD64EE7A483... 1/20/2026 1131, 1132 / 92000 – No encumbrance required

Signature

Date

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 26

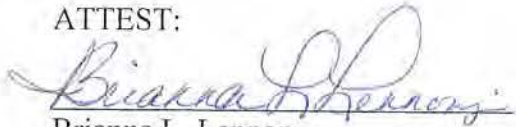
In the County Commission of said county, on the 27th day of January 20 26


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

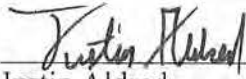
Now on this day, the County Commission of the County of Boone does hereby approve the award of C001062 (090122-WHL) - Law Enforcement Equipment (Emergency Lightbars) for the Boone County Sheriff's Office. The contract is set out in the attached, and the Presiding Commissioner is authorized to sign the same.

Done this 27th day of January 2026.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Brijanna Purdy
Buyer



5551 S. Tom Bass Rd.
Columbia, MO 65201
Phone: (573) 886-4394

MEMORANDUM

TO: Boone County Commission
FROM: Brijanna Purdy - Buyer
DATE: January 5, 2026
RE: Award of Contract C001062 from Sourcewell Cooperative Contract
090122-WHL for Law Enforcement Equipment for the Boone County
Sheriff's Office

Purchasing requests approval of contract C001062 from Sourcewell Cooperative Contract 090122-WHL for Law Enforcement Equipment with 911 Customs LLC, for Emergency Lightbars for the Boone County Sheriff's Office.

All purchases shall be made through 911 Custom LLC as the distributor of Whelen Engineering Company, Inc. Law Enforcement Equipment, at the discounted pricing established by Whelen Engineering Company, Inc.

The contract period will run from the date awarded through November 7th, 2026, with the option to renew for one year.

This is a Term and Supply contract for the Boone County Sheriff's Office. Payments shall be made as follows:

- For installation: 1251 – GF Sheriff Operations/ 60250 – Equipment Installation Charges.
- For products: 1251 – GF Sheriff Operations/ 23860 – Vehicle Equipment <\$1,000.00.

cc: Contract File

**PURCHASE AGREEMENT FOR
LAW ENFORCEMENT EQUIPMENT (EMERGENCY LIGHTBARS) - TERM AND SUPPLY**

THIS AGREEMENT, C001062 dated the 27th day of January 2026, is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County," and **911 Custom 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 for **Public Safety Vehicle Lights, Sirens, and Accessories**, in compliance with all bid specifications and any addendum issued to the Sourcewell contract **090122-WHL** as well as Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specifications, and literature submitted with the 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 Sourcewell contract **090122-WHL**, and Boone County, Missouri Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor, and the Contractor agrees to supply the County with **Law Enforcement Equipment** as identified and responded to in the Contractor's Bid Response and in the attached State of Missouri contract. Equipment will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Sourcewell contract, as needed and as ordered by the County. **All purchases shall be made through 911 Custom LLC at discounted pricing established by Whelen Engineering Company, Inc.**

Automotive Products:

Discount: 41% off list/MSRP (PL26.0WL & PL26.0PAWL)

Installation: \$129 per hour cap

Miscellaneous Supplies: \$180 per Vehicle

Whelen Cloud Platform WCP

Discount: None, pricing is Net, no discounts allowed

Mass Notification Products:

Discount: 10% off list/MSRP (Mass Notification List Price 2025)

Freight: Prepay and Add to the invoice

When providing pricing quotes to County, all pricing quoted must reflect a the County's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

3. **Contract Duration** - This agreement shall commence on the **date of award through November 07, 2026**, subject to the provisions for termination specified below. The contract may be renewed for one (1) additional year subject to Sourcewell's renewal.

4. **Delivery** - Contractor agrees to deliver the Equipment per the bid specifications. The seller pays and bear the freight charges. The seller pays the freight and charges back the buyer by adding the freight charges to the invoices. A copy of the actual freight bill must be attached to the invoices as evidence of correct freight billing. The Contractor shall coordinate with the Boone County Sheriff's Office regarding the timing and scheduling of all deliveries.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff's Office, Attn: Leasa Quick, at 2121 County Drive, Columbia, Missouri, 65202. and billing may only include the prices or discount structure listed in the Vendor's bid response. Invoices must show both the list price and the discounted price. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty (30) days of receipt; Vendor agrees to honor any cash or prompt payment discounts offered in its bid response if the 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 Vendor, 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. **All payments shall be made to 911 Custom LLC as the authorized distributor.**

6. **Warranty** – The manufacturer's standard warranty shall apply and commence upon the County's acceptance of the delivered product.

7. **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.

8. **Governing Law** - This agreement shall be governed by the laws of the State of Missouri, and it is agreed that this agreement is made in Boone County, Missouri, and that Boone County, Missouri, is the proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

9. **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.

10. **Termination** - This agreement may be terminated by either party upon thirty (30) days advance written notice for any of the following reasons or under any of the following circumstances:

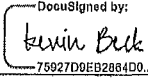
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. Termination for Convenience - The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
- d. 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.

911 CUSTOM LLC

BOONE COUNTY, MISSOURI

by: Boone County Commission

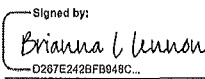
by  _____
title GENERAL MANAGER _____

 _____
Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

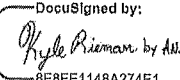
ATTEST:

 _____
CJ Dykhouse, County Counselor

 _____
Brianna L. Lennon, 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.)

 _____	1/5/2026	Term & Supply: No Encumbrance
Signature	Date	Appropriation Account

54-2026

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 2026

In the County Commission of said county, on the 27th day of January 20 26

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

Now on this day, the County Commission of the County of Boone does hereby approve the Amendment Two for C000442 (161-123122SS) - Tier-4 Bridge 4PS Pro Licenses for the Boone County Emergency Management. The contract amendment is set out in the attached, and the Presiding Commissioner is authorized to sign the same.

Done this 27th day of January 2026. *District*

ATTEST:

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

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Brijanna Purdy
Buyer



5551 S. Tom Bass Rd.
Columbia, MO 65201
Phone: (573) 886-4394

MEMORANDUM

TO: Boone County Commission
FROM: Brijanna Purdy, Buyer
DATE: January 14, 2026
RE: Amendment 2 to C000422 (161-123122SS) – User Licenses for Tier-4 Bridge 4PS Pro – Term & Supply

Purchasing requests approval for Amendment #2 to contract C000422 (161-123122SS) – User Licenses for Tier-4 Bridge 4PS Pro, a Term & Supply contract for the Boone County Emergency Management Department. The original contract was established July 28, 2022.

Amendment #2 adds additional users to Tier 4-Bridge4PS Pro. Amendment #2 also renews the contract with Mobility 4 Public Safety for the Tier 4-Bridge 4PS Pro for \$27,000.00 and Bridge4PS User Management Portal Subscription for \$480.00 for a total of \$27,480.00. This renewal will run from August 1, 2026, through July 31, 2027.

This will be paid using the following code:

- Department – 2702 – Emergency Management Operations
- Account – 70100 – Software Subscription

There are no other changes to the contract.

/bp

cc: Christopher Kelley, Della Luster – Emergency Management Contract File

Commission Order #: 54-2026

Date: 01.27.2026

**CONTRACT AMENDMENT NUMBER TWO
USER LICENSES FOR TIER-4 BRIDGE 4PS PRO
TERM & SUPPLY**

County contract # **C000442** awarded from **Sole Source 161-123122SS** awarded on July 28, 2022 made by and between Boone County, Missouri and **Mobility 4 Public Safety** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **ADD:** additional users to the Tier 4-Bridge4PS Pro changing from 269 users to 500 users at a cost of \$27,000.00 and Bridge4ps User Management Portal at a cost of \$480.00 making it a total cost of \$27,480.00.
2. **RENEW:** this contract will renew for another year, and the coverage date will be 8/1/2026 – 7/31/2027. Pricing for this renewal is \$27,480.00 per the estimate 1342 received on 1/9/26.
3. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties, through their duly authorized representatives, acknowledge termination of said contract.

MOBILITY 4 PUBLIC SAFETY

Signed by:
 by Mki Papazoglakis
662EE44E8E64F0...
 title CEO

BOONE COUNTY, MISSOURI

by: Boone County Commission
 Signed by:
Kip Kendrick
2B83ECDD7F8E4A6...
 Kip Kendrick Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
CJ Dykhous
7D71DEAE89D74DB...

CJ Dykhous, County Counselor

ATTEST:

Signed by:
Brianna L Lennon
D267E242BF8948C...

Brianna L. Lennon, 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.)

DocuSigned by:
Kyle Rissman, by Atty
8E3FE1148A274E1...

Signature

1/15/2026

Date

2702/70100: \$27,480.00

Appropriation Account

ESTIMATE

NP STRATEGIES LLC
 5244 Elgel St
 Houston, TX 77007

accounting@bridge4ps.app
 +1 (713) 930-6131
 www.bridge4ps.com



Boone County, MO:Boone County Emergency Management

Bill to
 Christopher Kelley
 Boone County Emergency Management
 2145 County Drive
 Columbia, MO 65202 USA

Ship to
 Christopher Kelley
 Boone County Emergency Management
 2145 County Drive
 Columbia, MO 65202 USA

Estimate details

Estimate no.: 1342
 Estimate date: 01/09/2026
 Expiration date: 02/08/2026

#	Date	Product or service	SKU	Description	Qty	Rate	Amount
1.	08/03/2025	Tier 4-Bridge4PS Pro	T4-B4PS-PRO	Tier 4 pricing is for Annual Bridge4PS PRO Licenses with quantity 251 - 500 users.	500	\$54.00	\$27,000.00
2.	08/03/2025	Bridge4PS Pro Support	B4PS-PRO-Help	Pro support includes 24x7 online help center, priority ticketing, and extended support hours: 8AM - 10PM Central Time.	500	\$0.00	\$0.00
3.	08/03/2025	Bridge4PS User Management Portal	B4PS-Users	Administrator access to the User Management portal to add/edit/deactivate users.	2	\$240.00	\$480.00

Total \$27,480.00

Expiry date 02/08/2026

Accepted date

Accepted by

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 26

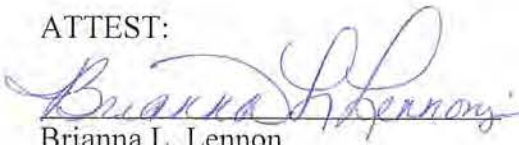
In the County Commission of said county, on the 27th day of January 20 26

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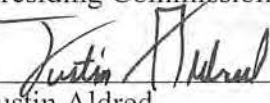
Now on this day, the County Commission of the County of Boone does hereby approve the attached Acceptance of Permanent Screening Security Agreement cash deposit with the Boone County Treasurer for WW Commercial.

Done this 27th day of January 2026.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Permanent Screening Security Agreement

Date: January 15, 2026

Developer/Owner Name: Mid-Missouri Sports Park, a Missouri nonprofit corporation

Address: 111 South Ninth Street, Ste. 200, Columbia, Missouri 65201

Development Name: WW Commercial

Legal Description:

Lot Two (2) of WW Commercial Plat Number One (1), a minor subdivision in Boone County, Missouri, as shown by the plat thereof recorded in Plat Book 56, Page 28, Records of Boone County, Missouri.

Subject to easements, restrictions, reservations, and covenants of record, if any.

This agreement is made by and between the above-named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their obligations described in this agreement, the parties agree to the following:

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Planning & Zoning Regulations. This agreement is made pursuant to Section 1.7.5 in the Subdivision Regulations of Boone County, Missouri in order to permit the Developer to obtain Temporary Certificate of Occupancy for the development described above, and to assure County of final completion of required permanent improvements. By entering into this agreement, the developer is agreeing to comply with the Final Development Plan described below in accordance with the County Planning & Zoning Regulations and specifications and provide County financial security in the event the developer fails to comply with the plans, or to complete the improvements within the time and manner provided by this agreement.
- 2. Description of Improvements** – The Developer agrees to complete the following described improvements in accordance with the published Boone County Planning & Zoning Regulations and related specifications contained within the regulations now in effect and the Final Development Plan approved on March 29, 2022, by the Boone County Commission in Order No. 135-2022 and attached and incorporated herein as **Exhibit A** as described below:

Construct permanent screening on the west property line consistent with the Construction Plans by Crockett Engineering that were reviewed for compliance and authorized to proceed by Boone County on May 13, 2021, and the Final Development Plan approved March 29, 2022.

3. **Time for Completion** – The Developer agrees to complete the improvements as described above no later than the **1st of November 2026** and all such improvements shall pass County inspection as of this date.
4. **Security for Performance** – To secure the Developer’s performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of **\$34,075.87**, which County may use and apply for Completion of the above-described improvements in the event the Developer fails to complete the above-described improvements within the time or within manner required by County under its regulations. The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form (**check one**):

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Cash deposit with County Treasurer |
| <input type="checkbox"/> | Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri |
| <input type="checkbox"/> | Certificate of Deposit issued by FDIC insured bank for a term of ___ months |
| <input checked="" type="checkbox"/> | Corporate performance bond issued to Boone County |

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the selected form of security contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to the Time for Completion date listed in paragraph 3 above, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the selected form of security in paragraph 4 above can be released to Developer. If no written proof has been provided to the financial institution issuing the selected form of security in paragraph 4 above that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on the Time for Completion date listed in paragraph 3 above, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the selected form of security in paragraph 4 above to the account then-designated by the Boone County Treasurer. If the total sum of the selected form of security in 4 above is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not

deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.

7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Additional Remedy of Construction under Temporary Easement** – In addition to the remedies enumerated in paragraph 7, or other provisions of this agreement, the parties hereto agree that County may record a temporary easement granting the authority for its agents to enter upon the real property with the legal description as referenced, *supra*, for the purpose of construction of required improvements if the Developer has failed to comply with the requirements of this Agreement. The Temporary Easement shall be signed by Developer and shall be recorded by County. This general and temporary easement is incorporated by reference and is provided together with this Agreement as **Exhibit B**.
9. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
10. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

DEVELOPER/OWNER:

By: Paul Rorvig

Printed Name: Paul Rorvig

Title: Principal Officer

BOONE COUNTY, MISSOURI:

Department of Resource Management

Bill Florea
Bill Florea, Director Resource Management

County Commission:

Kip Kendrick
Kip Kendrick, Presiding Commissioner

Attest:



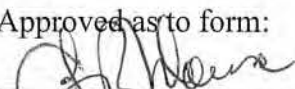
Brianna L. Lennon, Boone County Clerk

County Treasurer



Jenna Redel, County Treasurer

Approved as to form:



C.J. Dykhouse, County Counselor



Recording Date/Time: 02/02/2026 at 11:14:01 AM

Book: 6105 Page: 40

Instr #: 2026001812

Pages: 2

Fee: \$27.00 S



Bob Nolte
Recorder of Deeds

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT for temporary construction easement entered into this 15 day of January, 2026, by and between **Mid-Missouri Sports Park, a Missouri nonprofit corporation**, herein Grantor, and **The County of Boone, a political subdivision of the State of Missouri**, herein Grantee, (Grantee's mailing address is: One Government Center, 801 East Walnut Street, Rm. 211, Columbia, Missouri 65201).

WITNESSETH:

That the said Grantor, for the sum of one dollar and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto the said Grantee, a temporary easement to be in effect during any necessary time of construction, but by no means later than January 1, 2028, of any required improvements authorized and referenced in the Permanent Screening Security Agreement (and Exhibits incorporated by reference or attached thereto) which became effective upon adoption by the Boone County Commission of the agreement dated January 15, 2026, acting on behalf of County/Grantee for the following purposes, namely: the right to enter upon, and, if necessary, permanently re-grade and re-slope the easement area in order to construct a permanent screen as authorized and described in the aforementioned Agreement, and to store materials, operate and park equipment on, over and across the easement area herein described, which is situated in the County of Boone, State of Missouri, and described as follows:

Lot Two (2) of WW Commercial Plat Number One (1), a minor subdivision in Boone County, Missouri, as shown by the plat thereof recorded in Plat Book 56, Page 28, Records of Boone County, Missouri.

Subject to easements, restrictions, reservations, and covenants of record, if any.

This easement shall expire upon final completion of the above described project and final acceptance by the Grantee. Grantee covenants by acceptance of this easement that the easement

BOONE COUNTY MO FEB 02 2026

area shall be restored to its previous or better condition subject to the changes made as a part of the Project.

The said Grantor covenants that it has the right and authority to make and execute this agreement.

IN WITNESS WHEREOF, the said Grantor caused these presents to be signed by its Board President this 15 day of January, 2026.

DEVELOPER/OWNER:

By: Paul Rorvig

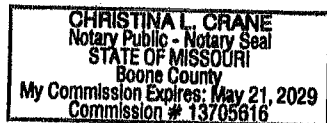
Printed Name: Paul Rorvig

Title: Principal Officer

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this 15th day of January in the year 2026, before me Christina L. Crane a Notary Public in and for said state, personally appeared Paul Rorvig of Mid-Missouri Sports Park, a Missouri nonprofit corporation, known to me to be the person who executed the within Temporary Construction Easement in behalf of said Missouri nonprofit corporation and acknowledged to me that he or she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Columbia, Missouri, the day and year first above written.



Christina L. Crane
Notary Public

My Term Expires: 5/21/2029

BOONE COUNTY
RESOURCE MANAGEMENT
Room 315
801 East Walnut
Columbia, Missouri 65201

Inspections 886-4339

Planning 886-4330

Receipt Number 36293 Time 13:59:13
Date 1/15/2026

Received From MID-MISSOURI SPORTS PARK
PERMIT: Number _____ \$.00 Wastewater _____ \$.00
Permit Type: OT
MISC. FEES & REIMBURSEMENTS

Admin Survey	<u>\$.00</u>	Plat Fee/Prelim	<u>\$.00</u>
Re-Zonin/App	<u>\$.00</u>	Postage	<u>\$.00</u>
Copies/Public Info Rqst	<u>\$.00</u>	Public Notice	<u>\$.00</u>
Dischg Permit	<u>\$.00</u>	ROW Permit	<u>\$.00</u>
Driveway Permit	<u>\$.00</u>	MHP License	<u>\$.00</u>
Land Dist Permit	<u>\$.00</u>	Training	<u>\$.00</u>
Plan Review-Bldg Codes	<u>\$.00</u>	Plan Dev Rev Plan	<u>\$.00</u>
Conditional Use App	<u>\$.00</u>	Plan Dev Finl Plan	<u>\$.00</u>
BOA App	<u>\$.00</u>	Plats Final	<u>\$.00</u>
Reinspection Fee	<u>\$.00</u>	Recording Fees	<u>\$.00</u>
		Other	<u>\$34,075.87</u>

Comments: WW COMMERCIAL SECURITY AGREEMENT
Taken By CC Credit Card Fee \$.00

Total Amount \$34,075.87 Pay Type CK 282

MID-MISSOURI SPORTS PARK
P.O. BOX 30582
COLUMBIA, MO 65205

81-43/029

282

DATE 15 JAN 2026

PAY TO THE
ORDER OF

BOONE COUNTY

\$ 34,075.87

THIRTY FOUR THOUSAND SEVENTY FIVE AND 87/100

DOLLARS



Security Features
Include On Back



**Simmons
Bank.**

Paul Ray

MP

MEMO _____

⑆082900432⑆ 138981428⑈ 0282

54 -2026

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 26

In the County Commission of said county, on the 27th day of January 20 26

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 Budget Amendment for Department 2101 LEPC-CEPF Grant Award.

Done this 27th day of January 2026.

ATTEST:

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

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

6/4/25 -2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20²⁵

County of Boone


In the County Commission of said county, on the 23rd day of December 20 25

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


Now on this day, the County Commission of the County of Boone does hereby approve the Local Emergency Planning Commission (LEPC) Grant Award.

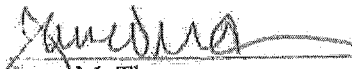
Done this 23rd day of December 2025.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission

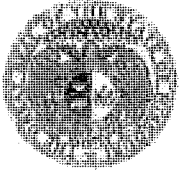

Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janel M. Thompson
District II Commissioner

Mike Kehoe
Governor

Mark S. James
Director of Public Safety



STATE OF MISSOURI

STATE EMERGENCY MANAGEMENT AGENCY

DEPARTMENT OF PUBLIC SAFETY
PO Box 116, Jefferson City, Missouri 65102
Phone: (573) 526-9100 Fax: (573) 634-7966
E-mail: mosema@sema.dps.mo.gov

James Remillard
Director



December 8, 2025

Chris Pearman, Chairman
Boone County Local Emergency Planning Committee
2145 County Drive
Columbia, MO 65202

Dear Chris Pearman,

Congratulations, your agency has been approved for the State Fiscal Year 2026 Local Emergency Planning Committee/District (LEPC/LEPD) award from the State Emergency Management Agency (SEMA) in the amount of \$42,822.20. The performance period is December 10, 2025 through May 15, 2026. Enclosed are your award documents. You, as the authorized official, must sign the grant award of contract to certify acceptance of this award. You are required to return one copy of the original signed forms back to SEMA no later than, January 15, 2026, to the following person and address prior to claims being reimbursed to your jurisdiction:

State Emergency Management Agency
Attn: Esperansa Matos
P.O. Box 116
Jefferson City, MO 65102

Your award number is DPS-SEMA-26HZMT-002. The second copy of the award are for your files.

This award is subject to all administrative and financial requirements as outlined in the FY26 LEPC/LEPD Program Manual and the Grant Award Specific Conditions (see attached). This includes the timely submission of all documentation and Salamander reporting.

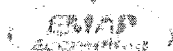
Thank you for your support and cooperation with this effort. If you have any questions, please contact Pete Martin, MERC Executive Director via email at Pete.Martin@sema.dps.mo.gov or by phone at (573) 522-0072.

Sincerely,

A handwritten signature in black ink, appearing to read "James Remillard".

James Remillard
Director

The Missouri Department of Public Safety is an equal opportunity employer and agency. Those with limited English proficiency or who need auxiliary aids or other services, can contact dpsinfo@dps.mo.gov. For Relay Missouri, please dial 711. For TTY/TDD, please dial 800-735-2966



A Nationally
Accredited
Agency



State Emergency Management Agency 2302 Militia Drive
 P.O. Box 116
 Jefferson City, MO 65102
 Phone: (573) 526-9100
 Fax: (573) 634-7966

SUBRECIPIENT AWARD

DATE
 December 8, 2025

Award Number	Amendment No.
DPS-SEMA-26HZMT-002	N/A

GRANTEE NAME
 Boone County Local Emergency Planning Committee

GRANTEE VENDOR NUMBER
 43-6000349

GRANTEE ADDRESS
 2145 County Drive
 Columbia, Missouri 65202

ISSUING AGENCY
 MO State Emergency Management
 Agency PO Box 3133
 Jefferson City, MO 65102

GRANT INFORMATION

PROJECT TITLE
 Local Emergency Planning Committee/District
 (LEPC/LEPD) Grant

STATE AWARDING AGENCY
 Missouri State Emergency Management Agency

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NO
 N/A

PERFORMANCE PERIOD
 FROM: 12/10/2025 TO: 05/15/2026

STATE AWARD AMOUNT

\$42,822.20

LOCAL COST SHARE

\$0.00

TOTAL AWARD AMOUNT

\$42,822.20

CONTACT INFORMATION

SEMA DIRECTOR

GRANTEE PROJECT DIRECTOR

NAME
 James Remillard

NAME
 Chris Kelley

E-MAIL ADDRESS
 James.Remillard@sema.dps.mo.gov

E-MAIL ADDRESS
 ckelley@boonecountymmo.org

TELEPHONE
 (573) 526-9101

TELEPHONE
 (573) 442-3828

SUMMARY DESCRIPTION OF PROJECT

LEPC/LEPD Grant is a funding opportunity offered by the State Emergency Management Agency (SEMA). The purpose of the Missouri LEPC/LEPD Grant Program is to support a comprehensive, all-hazard emergency preparedness system with an emphasis on hazardous materials. SEMA, through the LEPC/LEPD Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title so that a comprehensive emergency preparedness system exists for all hazards in the State of Missouri. There is no indirect cost rate for this award. All federally required articles will apply to state funding.

TYPED NAME AND TITLE OF OFFICIAL

James Remillard, Director

TYPED NAME AND TITLE OF GRANTEE AUTHORIZED OFFICIAL

Chris Pearman, Chairman

SIGNATURE OF APPROVING OFFICIAL

DATE

12/8/25

SIGNATURE OF GRANTEE AUTHORIZED OFFICIAL

DATE

12-17-25

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

Specific Conditions

Article I – The recipient assures that it shall comply, and all its subcontractors as applicable shall comply, with the applicable provisions of the FY25 Missouri Disaster Assistance Grant Program Manual, state laws, orders, and regulations.

Article II – the recipient agrees to notify, within a timely manner, the State Emergency Management Agency if there is a change in or temporary absence as it affects the "My Profile" module, "Contact Information" component, and/or "Budget" component within WebGrants.

Article III - The Recipient understands that any deviation from the approved award must have prior approval from the State Emergency Management Agency no later than 15 days before the end of the period of performance. No additional funding shall be awarded to a Recipient (unless specifically notified by the State Emergency Management Agency of additional funding being awarded), but changes to budget lines may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested as a 'Budget Revision' via the 'Subaward Adjustment' component of WebGrants.

Article IV - The Recipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Recipient assures that all documentation or records relating to this award shall be made available to monitoring representatives of the State Emergency Management Agency, the Office of Missouri State Auditor, or any of their authorized representatives immediately upon request. The Recipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the State Emergency Management Agency shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this award.

Article V - The Recipient shall not make false statements or claims in connection with any funds awarded by the State Emergency Management Agency. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state grants or contracts, and/or other remedy by law. The Recipient must promptly refer to the State Emergency Management Agency (SEMA) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or any other person has, in connection with funds under this award, either:

- (a) Submitted a claim that violates the False Claims Act; or
 - (b) Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.
- Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award, must also be reported to the DPS by one of the following methods:

Mail: State Emergency Management Agency

Attn: Fiscal

P.O. Box 116

Jefferson City, MO 65102

Email: semagrants@sema.dps.mo.gov

The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the review of a report of fraud, waste, or abuse relating to funds under this award.

Article VI- The Subrecipient understands and agrees that, state funds cannot be used, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

Article VII - All Recipients of state funds will comply with the minimum wage and maximum hour's provisions of the Section 290.502 RSMo.

Article VIII – Pursuant to Section 285.530.1 RSMo, the Recipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Recipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with Sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

Article IX – In accordance with RSMo Section 304.820, no person, while operating a vehicle, shall physically hold or support an electronic communication device outside of two-way communication devices or their functional equivalent.

Article X - The Recipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.

Article XI - The Recipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

Article XII – The Recipient understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from state sources are not appropriated and continued at an aggregate level sufficient to cover the costs under this award, or in the event of a change in state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

Article XIII – The recipient acknowledges no funds will be disbursed under this award until such time as all required documents are signed by the recipient Authorized Official returned to the State Emergency Management Agency for final review and signature by the Director.

Article XIV – The recipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are provided this award, the recipient will promptly notify, in writing, the State Emergency Management Agency. If so requested and allowed by the State Emergency Management Agency, the recipient shall submit an Award Adjustment for a budget revision or program revision to eliminate any inappropriate duplication of funding.

Article XV – The recipient understands that only allowable and approved expenditures will be reimbursed under this award. These monies may not be utilized to pay debts incurred by other activities. The recipient agrees to obligate funds no later than the last day of the project period. The

recipient also agrees to expend funds no later than ninety (90) days after the date of the award unless otherwise requested through an Award Adjustment and prior approval has been issued by the State Emergency Management Agency.

Article XVI – The Recipient agrees to complete and submit any financial reports required for this program when requested by the State Emergency Management Agency. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the award.

Article XVII – The Recipient assures that all procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner to provide maximum open and free competition. In addition, the Recipient assures that all procurement transactions will meet the minimum standards set forth and identified here:

1. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
2. Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
3. Purchases estimated to total between \$10,000 but less than \$49,999 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
4. Purchases with an estimated total of \$50,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
5. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
6. Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the State Emergency Management Agency.
7. Emergency procurements shall be made with as much competition as is practicable under the circumstances as determined by the State Emergency Management Agency.

Article XVIII – The Recipient acknowledges RSMo Sections 34.350-34.359 regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 are met.

Article XIX – The Recipient also acknowledges RSMo sections 34.070 and 34.073 regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.

Article XX – The recipient agrees to comply with the organizational audit requirements of the State of Missouri. If the recipient expended \$375,000 or more in state funds (from all sources) in the organization's fiscal year, the agency is required to have an audit. If the recipient is required to have an audit, a copy of such audit shall be forward to the State Emergency Management Agency immediately upon request.

Article XXI – The State Emergency Management Agency reserves the right to suspend or terminate any award entered into as a result of this award at its sole discretion and without penalty or recourse by

giving written notice to the recipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data and reports prepared by the recipient under the award shall, at the option of the State Emergency Management Agency, become property of the State of Missouri.

In the event an award is suspended or permanently terminated, the Missouri State Emergency Management Agency may take action as deemed appropriate to recover any portion of the award funds remaining or an amount equal to the portion of the award funds wrongfully used.

Article XXII – If a recipient fails to comply with all applicable state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the award, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state laws.

Article XXIII – Expenditures 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.

Article XXIV – For contractual services the following general requirements will be followed when subcontracting for work or services contained in this grant award:

1. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and the length of time over which the services will be provided.
2. A copy of any contractual agreement made as a result of this award must be supplied to the State Emergency Management Agency when requesting reimbursement.

Article XXV – In the event the State Emergency Management Agency 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 recipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article XXVI – The recipient agrees to complete and submit any data or statistical reports required for this program. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the award.