

Greene County Commission Briefing
Commission Office
1443 N. Robberson, 10th Floor
December 21, 2018
9:30 a.m.

Present: Bob Cirtin, Harold Bengsch, Larry Woods, Adam Humphries and Megan Applegate.

OEM Director Larry Woods presented the Commission with a SEMA Mitigation Grant. (Exhibit I) \$50,000.00 matching grant of up to \$12,500.00. This is not a new grant it is something OEM has received in the past. Commissioner Cirtin moved to approve the SEMA grant. Commissioner Bengsch seconded the motion and it was unanimously approved. AYE: Cirtin and Bengsch. NAY: none. Abstain: NONE Absent: Hough.

Highway Assistant Highway Administrator presented the Commission with a Right of Way Deed for a portion of land located at Farm Road 164. (Exhibit II). Commissioner Bengsch moved to approve the Right of Way Deed. Commissioner Cirtin seconded the motion and it was unanimously approved. . AYE: Cirtin and Bengsch. NAY: none. Abstain: NONE Absent: Hough.

With no other business the meeting was adjourned by Commissioner Cirtin .

RIGHT OF WAY DEED

THIS DEED is made and entered into this 2nd day of AUGUST, 2018, by and between COVENANT INVESTMENTS, LLC, a Missouri Limited Liability Company, hereinafter referred to as "Grantor", and **GREENE COUNTY, MISSOURI**, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee". The mailing address of Grantee is Greene County Commission, 1443 N. Robberson, 10th Floor, Springfield, Missouri 65802.

WITNESSETH, that the **Grantors**, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to them paid by the **Grantee**, the receipt and sufficiency of which is hereby acknowledged, do by these presents grant, bargain, sell, convey, and confirm unto said **Grantee**, its successors and assigns, a permanent, public road Right of Way for construction, improvement, reconstruction and maintenance of a right of way along Farm Road 164 for public use as a street, roadway, thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Greene, State of Missouri, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said Grantee, and unto its successors and assigns forever; the **Grantors** further covenanting on their part and on behalf of their heirs and assigns that they are lawfully seized of title to the real estate through which said easement is granted and that they have good and lawful right to convey said easement to the **Grantee** herein; that the premises are free and clear of any encumbrances done or suffered by **Grantors** or those under whom **Grantors** claim; and that said **Grantors** will warrant and defend the title to the said premises unto the said **Grantee** and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record.

GRANTORS, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), hereby waive any right to request vacation of the easement herein granted.

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns for the **Grantors**.

22823

IN WITNESS WHEREOF, the undersigned Grantors have signed this deed the day and year first above written.

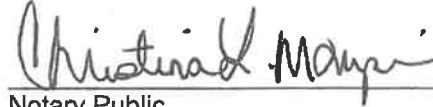
COVENANT INVESTMENTS, LLC


Rick L. Creson, Managing Member

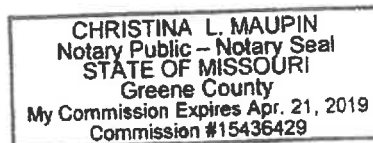
STATE OF MISSOURI)
) SS.
COUNTY OF Greene)

On this 9th day of AUGUST, 2018, before me personally appeared **Rick Creson**, to me known, who being by me duly sworn did say that he is the Managing Member of **Covenants Investments, LLC**, and that said document was signed on behalf of said LLC and said Rick Creson acknowledged said document to be the free act and deed of said LLC and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal the date and year first above written.


Notary Public

My Commission expires: 04.21.2019



The GREENE COUNTY COMMISSION hereby accepts the interest in real property conveyed by the Right-of-Way Deed from Grantor to Greene County, Missouri, as Grantee, for the property legally described above and hereby consents to the recordation of this Right-of-Way Deed.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 20____.

ACCEPTED: Greene County Commission

DATE: _____



Robert Cirtin, Presiding Commissioner



Harold Bengsch, Associate Commissioner 1st District

Lincoln P. Hough, Associate Commissioner 2nd District



Rick Artman, Administrator, Greene County Highway Department


EXHIBIT A

RW-2 FR 164 RIGHT-OF-WAY

BEING A PART OF THE PROPERTY DESCRIBED IN THE GREENE COUNTY, MISSOURI
RECORDER'S OFFICE IN BOOK 1769 AT PAGE 495 AND MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 28 NORTH, RANGE 23
WEST THENCE ALONG THE SECTION LINE, NORTH 88°54'13" WEST 700.00 FEET, FOR A POINT
OF BEGINNING; THENCE NORTH 01°47'22" EAST 29.18 FEET; THENCE NORTH 88°41'38" WEST,
899.07 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF US HWY 60 THENCE SOUTH
11°07'20" WEST, 32.97 FEET, TO THE SECTION LINE; THENCE SOUTH 88°54'13" EAST, 904.45
FEET, TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTH HALF OF THE SOUTHEAST
QUARTER OF SECTION 2, TOWNSHIP 28 NORTH, RANGE 23 WEST AND CONTAINING 0.64
ACRES MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI STATE PLANE
COORDINATE SYSTEM OF 1983 CENTRAL ZONE.

GRAY & ASSOCIATES, LLC CA# 2007005888
BY


MICHAEL D. GRAY PLS 1994




8-06-18
DATE

Memorandum of Agreement
Binding the SEMA & the Consultant
For
Professional Planning Services
(FEMA-DR-MO-4317-0002)
(CFDA 97.039)

TITLE OF PLAN: Springfield/Greene County MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN
(Name of Region, County or City)

The Missouri State Emergency Management Agency (hereinafter referred to as "SEMA") & Springfield/Greene County (hereinafter referred to as "Consultant") hereby declare understanding, agreement and certification of compliance to provide the services, at the prices quoted, in accordance with all requirements and specifications contained herein. In witness, whereof the parties hereto have made and executed this Agreement as of the month, day and year as written below.

SEMA HEREBY AGREES		
Authorized Signature	Date	
Printed Name Ron Walker	Title SEMA Director	
Missouri State Emergency Management Agency (SEMA)		
Mailing Address P.O. Box 116		
City, State, Zip Jefferson City, MO 65102		
Phone Number (573) 526-9143	Fax Number (573) 526-9198	E-mail Address: Ron.Walker@sema.dps.mo.gov

THE CONSULTANT HEREBY AGREES		
Authorized Signature 	Date: 12-21-18	
Printed Name: Robert Cirtin	Title: Presiding Commissioner	
Consultant Organizational Name: Greene County, Missouri (Office of Emergency Management)		
Mailing Address: 330 W. Scott Street		
City, State, Zip: Springfield, MO 65802		
		Federal Employer ID No.: 44-6000506
Phone Number: 417-869-6040	Fax Number: 417-869-6654	E-mail Address: rcirtin@greencountymo.gov

By affixing signatures to this document, both parties affirm that this Agreement is a legally binding document. SEMA and the Consultant thus each binds him/herself and his/her partners, successors, executors, administrators, assigns and legal representatives to other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations to this Agreement and Exhibits A, B, C and D and any subsequently related Change Orders.

1. AGREEMENT REQUIREMENTS

1.1 GENERAL REQUIREMENTS

- 1.1.1 The Consultant agrees that the Springfield/Greene County Multi-Jurisdictional Hazard Mitigation Plan (See Exhibit C for list of participating jurisdictions), hereinafter referred to as “Local Government,” must meet the requirements of the *The Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988* (as amended by the Disaster Mitigation Act of 2000, P.L. 106-390), Federal Emergency Management Agency (“FEMA”) guidance at 44 CFR Part 201 – *Mitigation Planning* and 44 CFR Part 206, Subpart N, – *Federal Disaster Assistance, Hazard Mitigation Grant Program*, and FEMA final rules: *Hazard Mitigation Planning and Hazard Mitigation Grant Program* 72 Fed. Reg. 61552 (October 31, 2007), *Flood Mitigation Grants and Hazard Mitigation Planning* 74 Fed. Reg. 47471 (September 19, 2009), and *Change in Submission Requirements for State Mitigation Plans* 79 Fed. Reg. 22873 (April 25, 2014) stipulate that in order for local governments to be eligible to receive funds from the federal Hazard Mitigation Grant Program, the local jurisdiction must have a hazard mitigation plan that describes the process for identifying hazards, assessing risks and vulnerabilities, and identifying and prioritizing mitigation actions.
- 1.1.2 The Consultant agrees to be/become knowledgeable of and to adhere to the *Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988* (as amended by the Disaster Mitigation Act of 2000), and 44 CFR Parts 201 and 206 - Hazard Mitigation Planning and Hazard Mitigation Grant Program; Interim Final Rule, and to become knowledgeable of and to adhere to the FEMA regulations and rules pertaining to the development of and acceptability of the Local Government’s Hazard Mitigation Plans in order to successfully perform the requirements outlined in this document and within the time specified herein.
- 1.1.3 Under the terms of this document, the Consultant agrees to develop and produce a Local Government “Hazard Mitigation Plan” for SEMA in accordance with these terms and conditions. The use of SEMA’s Hazard Mitigation Plan Format Guidance is **required** and is available here: http://sema.dps.mo.gov/programs/mitigation_management.php.
- 1.1.4 Under the terms of this document, the Consultant agrees to develop and produce a Local Government “Hazard Mitigation Plan” for SEMA in accordance with these terms and conditions. The use of the *2018 Missouri State Hazard Mitigation Plan* risk assessment data is **required** to be used in local hazard mitigation plan development (or best available data).
- 1.1.5 Under the conditions set forth in 44 CFR Part 201.6, the successful development of the Hazard Mitigation Plan must include the open public involvement of local units of government and other local and regional public or private sector bodies or agencies that influence hazard management or development policies within a Local Government. The Consultant must be prepared, under the scope of this Agreement, to participate and at times possibly facilitate the development and conduct meetings necessary to include said bodies in the planning development process. Specifically include all public school districts, universities, colleges and any other eligible entities.

- 1.1.6 Multi-jurisdictional plans (e.g. countywide plans and/or region-wide plans) are permissible local Hazard Mitigation Plans, as long as each jurisdiction within the county has participated in the process and has officially adopted the plan (See Exhibit C - Participating Jurisdictions). Statewide plans will not be accepted as multi-jurisdictional plans.
- 1.1.7 Multi-jurisdictional plans with related purposes (e.g. watershed plans, regional development plans, flood studies, etc.) can be incorporated into the plan as long as the information contained in the multi-jurisdictional plan fully meets all of the requirements outlined in this agreement.
- 1.1.8 For multi-jurisdictional plans, all assessments and discussions in all parts of the plan must show specific differences for each jurisdiction. Including those for special districts, school districts, universities, colleges, and any other potentially eligible entities.
- 1.1.9 The Consultant agrees and understands that any and all services shall be performed only with consent of SEMA.
- 1.1.10 The Consultant agrees to provide SEMA with a first copy **draft** Hazard Mitigation Plan no later than **January 1, 2020** and a final draft to SEMA no later than **April 1, 2020**. The draft plan must include all signed adoption resolutions for all participating jurisdictions, unless an exception is approved by SEMA. The Consultant also agrees to complete the project by providing the copy of the plan as agreed to by SEMA, unless specifically authorized in writing by SEMA through a properly executed Change Order, coordinated through SEMA's Primary Agreement Representative (PAR). The Change Order request must be received by SEMA at least 30 days prior to the due dates.

SEMA'S PRIMARY AGREEMENT REPRESENTATIVE (PAR)				
Printed Name: Heidi Carver		Title: State Hazard Mitigation Officer		
Missouri State Emergency Management Agency (SEMA)				
Street	City	State	Zip	
Mailing Address P.O. Box 116	Jefferson City	Missouri	65102	
Phone Number:	Fax Number:	E-mail Address		
(573) 526-9116	(573) 526-9198	Heidi.Carver@sema.dps.mo.gov		

- 1.1.11 The Consultant agrees that SEMA has the right to determine if an extension is fairly warranted and necessary. Moreover, the Consultant agrees that an extension to the terms of completion time does not obligate SEMA to provide any additional funds to the Consultant, unless the extension is required due to a modification in the scope of work of this Agreement and is fully documented by SEMA in a properly executed Change Order coordinated through SEMA's PAR. Should any Local Government, SEMA or FEMA representative or any other person advertently or inadvertently ask the Consultant to perform any work that is not covered under the scope of this Agreement, the Consultant is required to inform SEMA's PAR who shall coordinate, prepare and properly execute a Change Order, if SEMA determines that the work is necessary.

- 1.1.12 SEMA may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between SEMA and the Consultant, shall be incorporated in written Change Orders to this Agreement. If SEMA's PAR requests significant modifications or changes in the extent of the project, the time of performance of Consultant's services and rates of compensation shall be adjusted appropriately, provided funding is available.
- 1.1.13 By accepting the definitions, terms, requirements, conditions, tasks, and special considerations of this document, the Consultant agrees that the Local Government's Hazard Mitigation Plan shall meet the final approval of both SEMA and FEMA before the terms of this document are considered to be satisfied for purposes of final payment.
- 1.1.14 SEMA agrees to provide to the Consultant all criteria and full information concerning the requirements for the project and to furnish copies of all documents related to the project.
- 1.1.15 SEMA agrees to assist the Consultant by furnishing information pertinent to the plan, including previous reports and any other data relative to the plan where such information is readily available to SEMA. However, the Consultant acknowledges that the Hazard Mitigation Plan is local in nature and agrees to obtain most of the information pertinent to the plan, including previous reports and any other data relative to the plan where such information is readily available from the Local Government participating in the planning process and other pertinent information sources such as the National Weather Service, the Census Bureau, the Missouri State Hazard Mitigation Plan, FEMA, and other agencies as appropriate.
- 1.1.16 SEMA shall bear the costs, incurred incident to the Consultant's compliance with the requirements of this Agreement, in accordance with the terms and conditions contained in the Financial Management section of this Agreement.
- 1.1.17 The Consultant shall submit monthly statements for services and expenses incurred at the time of billing. SEMA shall make prompt payments in response to consultant's statements.
- 1.1.18 The Consultant shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of SEMA thereto: Provided, however, that claims for money by the Consultant from SEMA under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to SEMA.
- 1.1.19 The Consultant understands and agrees that this Agreement shall not be construed as an exclusive arrangement with SEMA and that other SEMA/State of Missouri agreements may exist with other entities for the same services.
- 1.1.20 The Consultant agrees to submit the Hazard Mitigation plan to SEMA whom shall review the plan; and after completion of review SEMA will forward the plan to FEMA. All participating jurisdictions must formally adopt the plan. In the event FEMA determines the plan "needs improvement," the plan does not meet the minimum requirements. The Consultant will then have sixty (60) days from FEMA's designation of the plan to make necessary improvements. Consultant shall then resubmit the plan to SEMA for another review.

1.1.21 The Consultant understands and accepts their responsibility under the Revised Statutes of Missouri (RSMo) Sections 285.525 through 285.555 (Illegal Immigrants) to ensure that “no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.” The Consultant further certifies that any contract awarded by the state will require the contracted business entity to comply with the references mentioned above. The Consultant understands that failure to comply with this requirement will subject the Consultant to the penalties described in the references mentioned above.

1.1.22 *References*

- a. *Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988* (as amended by the Disaster Mitigation Act of 2000)
- b. 44 CFR Parts 201 and 206 - Hazard Mitigation Planning and Hazard Mitigation Grant Program.
- c. State of Missouri Hazard Mitigation Plan, (July 2013) (http://sema.dps.mo.gov/programs/mitigation_management.php)
- d. **FEMA Local Mitigation Planning How-To Series** (<https://www.fema.gov/media-library/collections/6>)
- e. **FEMA Local Mitigation Plan Review Guide** (October 2011) is mandatory for those plans submitted for final approval after October 1, 2012. (http://www.fema.gov/media-library-data/20130726-1809-25045-7498/plan_review_guide_final_9_30_11.pdf)
- f. **FEMA Plan Review Tool** is mandatory and must be submitted with draft plan (see the SEMA Mitigation Webpage under the title “Hazard Mitigation Plan Format Guidance”) (http://sema.dps.mo.gov/programs/mitigation_management.php)
- g. **FEMA Local Mitigation Planning Handbook** (March 2013) (http://www.fema.gov/media-library-data/20130726-1910-25045-9160/fema_local_mitigation_handbook.pdf)
- h. Planning for a Sustainable Future (FEMA 364) (<http://www.fema.gov/media-library/assets/documents/2110>)
- i. State and Local Mitigation Planning (FEMA 386-2) (<http://www.fema.gov/media-library/assets/documents/4241>)
- j. **Multi-Hazard Mitigation Planning Guidance** (<http://www.fema.gov/hazard-mitigation-planning-laws-regulations-policies>)

1.2 **SPECIFIC PLAN REQUIREMENTS**

1.2.1 **Local HAZARD MITIGATION PLAN PROCESS, CONTENT AND PRESCRIBED FORMAT:** CONSULTANT AGREES TO FOLLOW THE INSTRUCTIONS CONTAINED IN THE FEMA publication: **Multi-Hazard Mitigation Planning Guidance and Plan Review Tool**.

1.2.2 Consultant agrees that **no formal Benefit Cost Analysis is required** for this Local Hazard Mitigation Plan. Consultant acknowledges that this agreement does not cover any costs associated with any formal Benefit Cost Analysis associated with the Local Plan, before or after the plan is developed.

2. SPECIAL PROVISIONS AND EXHIBITS

- 2.1 The following exhibits are attached to and made a part of this Agreement.
 - 2.1.1 Exhibit A, "Scope of Services" consisting of 1 page.
 - 2.1.2 Exhibit B, "Additional and Conditions" consisting of 10 pages.
 - 2.1.3 Exhibit C, "Listing of Local Jurisdictions" consisting of 1 page.
 - 2.1.4 Exhibit D, "Local Match Agreement" consisting of 3 pages.

- 2.2 This Agreement (consisting of pages 1 to 6, inclusive), together with the exhibits identified above (consisting of pages 7 to 21, inclusive), constitute the entire Agreement between SEMA and Consultant and supersede all prior written or oral understandings. This Agreement and said exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

EXHIBIT A**SCOPE OF SERVICES****LOCAL GOVERNMENT HAZARD MITIGATION PLAN**

The Consultant shall complete, in a professional and timely manner, the following services relative to SEMA's Local Hazard Mitigation Plan criteria. Such actions shall be performed in a manner prescribed by FEMA in the FEMA publication: **Multi – Hazard Mitigation Planning Guidance**

1. The Consultant agrees to provide a plan that focuses on mitigation as part of SEMA's emergency management efforts. Unless mutually agreed upon in advance by SEMA and the Consultant, the Local Hazard Mitigation Plan shall contain various sections as described in detail in the FEMA publication: **Multi – Hazard Mitigation Planning Guidance**
2. Some of the pertinent information to be included in the Local Hazard Mitigation Plan may be available from SEMA and FEMA, but the Consultant with the assistance of Local Government shall develop the majority of the information.
3. The Consultant agrees to provide the plan within the Timeline submitted to SEMA and within the time, terms and conditions and the price stated within this Agreement.
4. The Local Hazard Mitigation Plan must be in compliance with the **Local Mitigation Plan Review Tool**, as applicable, developed by FEMA for evaluating such plans.
5. One electronic copy of the draft plan must be provided to SEMA along with a **Plan Review Tool** identifying page numbers where applicable information is located within the plan. Electronic versions must follow the pre-approved format (see Exhibit B, paragraph 3.a. and 3.b.).
6. One electronic copy of the final plan must be provided to SEMA. Changes made in this version of the plan must be communicated using the **Plan Review Tool**, or other acceptable documentation as determined by SEMA.
7. Any deficiencies noted on the previously approved plan's Plan Review Tool (or crosswalk) must be addressed. A copy of the previous Plan Review Tool (or crosswalk) must be submitted to SEMA along with the draft plan update.

EXHIBIT B

ADDITIONAL TERMS AND CONDITIONS PROJECT MANAGEMENT

1. SEMA's Primary Agreement Representative (PAR).

- a. The Consultant agrees and understands that SEMA's Primary Agreement Representative (PAR) shall supervise each planning project.
- b. The Consultant shall coordinate directly with the PAR (or the PAR's designee(s)) and shall agree and understand that the PAR shall have authority for the following:
 - 1) Final determination of the time frame the Consultant shall follow to provide services and products, and the final determination that the Consultant has completed such services and products.
 - 2) Approval or disapproval of the Consultant's procedures.
 - 3) Responding to the Consultant's questions and requests for assistance.
 - 4) Approval or disapproval of all equipment, materials, personnel, and related services and procedures proposed by the Consultant.
 - 5) Final approval of any additional equipment, materials, and services requested by the Consultant.
 - 6) Determination of the planning project's completion, as described herein.

2. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

- a. The Consultant agrees that all plans, annexes, and products developed for and included in this undertaking become "public domain" information, the sole property of SEMA and may not be used for sale or resale.
- b. SEMA agrees to freely share ownership of all plans, annexes, and products developed for and in this undertaking with the Local Government for public domain uses as the Local Government deems appropriate in accordance with local, state, and federal laws.
- c. SEMA also agrees that the Consultant may use freely the plans, annexes, and products developed for and in this undertaking for other public planning purposes, and agrees that written permission will not unreasonably be withheld from the Consultant for other purposes of a non-profit nature that benefits the public.

- d. The Consultant agrees that all plans, annexes, and products developed for and in this undertaking may not be used for any other purposes without SEMA's expressed advance written permission.

3. Electronic Media.

- a. SEMA and the Consultant mutually agree in advance to any and all electronic formats that are used in the development of the plan, its annexes and products. The Consultant agrees to use Microsoft Office products compatible with FEMA and SEMA software – Word (text), Excel (spreadsheet), Access (database) and PowerPoint (Graphics/Presentation) documents. The Consultant also agrees to submit the mitigation plan in PDF format as well. SEMA will not be required to pay the Consultant for any work produced on any electronic format not approved in advance by SEMA, unless SEMA determines in advance that the work is acceptable and beneficial to its needs and purposes.
- b. In addition, the Consultant agrees that all database information (key facility maps, hazard analysis maps, GIS maps, etc.) must be incorporated into the plan in CD format, and that the format must be compatible with existing software owned by SEMA (ArcView 3.1, 3.2, 8.3, or 9.3).
- c. The Consultant agrees that the plan must incorporate any previously adopted mitigation related plans, identifies mitigation measures currently undertaken or implemented by the City/County.
- d. The Consultant understands and agrees that all discussions with the Consultant and SEMA, and all information gained by the Consultant as a result of the Consultant's performance under this Agreement shall be subject to the provisions of Missouri Law (RSMo Chapter 610 - <http://www.moga.mo.gov/statutes/c610.htm>) and the Federal Freedom of Information Act. Copies of documents may be released immediately for inspection and copying, according to the provisions of RSMo 610.10, 610.23 and 610.24, as long as the Consultant provides SEMA and the Local Government a courtesy notification of the request for release.
- e. SEMA agrees to work with Local Government to resolve any concerns or issues broached as pertains to the Special Considerations & Conditions of this Agreement.

4. Personnel

- a. The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any relationship with SEMA or the State of Missouri.
- b. All of the services required hereunder shall be performed by the Consultant or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of SEMA. Intent to use subcontracted work

shall be spelled out in Exhibit C, the Schedule of Fees and the Work Plan. Any work or services subcontracted hereunder shall be specified by this written Agreement and shall be subject to each provision of this Agreement.

- d. The Consultant agrees not to represent its employees, including subcontracted employees as an employee(s) of SEMA, the State of Missouri or the Local Government.
- e. The Consultant represents that it is subject to the Missouri State Legal Expense fund, established by Missouri Statute, and administered and interpreted by the Attorney General of the State of Missouri, and the Consultant has no liability insurance which can extend protection to any other person. To the extent provided by Missouri Law, and in no way to be construed as any waiver or limitation of the doctrines of sovereign, official or governmental immunity, the Consultant agrees to be fully and entirely responsible for its own acts and omissions, whether negligent or not, in conformance with the performance of the terms and conditions of this Agreement. The Consultant to the extent provided by Missouri Law, further agrees to protect, indemnify and hold harmless, with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement, SEMA and Local Government and the officers and agents of those entities, from any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree, by the Consultant or the Consultant's employees.
- f. Subcontracting:
 - 1) The Consultant agrees and understands that SEMA's concurrence to the Agreement may be predicated in part on the utilization of the specific Consultant identified in the bid. Therefore, the Consultant agrees that no substitution of such specific Consultant and/or personnel qualifications identified in the Agreement shall be made without the prior written approval of SEMA.
 - 2) The Consultant further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that SEMA's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. SEMA agrees that an approval of a substitution will not be unreasonably withheld.
 - 3) No subcontracting fees, charges, or hidden commissions shall be allowed or reimbursed beyond the scope of the Consultant's proposal/work plan.
 - 4) Should the Consultant subcontract for those services described herein, any subcontracts shall include appropriate provisions and obligations to ensure the successful fulfillment of all obligations agreed to by the Consultant and SEMA in this Agreement and to ensure that SEMA and the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in this Agreement between SEMA and the Consultant.

- 5) The Consultant shall expressly understand and agree that the Consultant assumes and is solely responsible for all legal and financial responsibilities related to the execution of any subcontract.
- 6) The Consultant agrees and understands that utilization of a subcontractor to provide any of the equipment or services in this Agreement shall in no way relieve the Consultant of the responsibility for providing the equipment or services as described and set forth herein.
- 7) The Consultant shall bear the sole responsibility for the safety of its employees and any subcontractors the Consultant may choose to utilize in the performance of the services described herein.

5. Compliance with Laws, Ordinances, Regulations and Executive Orders.

- a. The Consultant agrees to complete such action as is required to become fully informed of all State and National laws and county and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and the Consultant shall at all times observe and comply with, all such applicable existing and future laws, ordinances, regulations, orders and decrees and the Consultant further agrees to protect, indemnify and hold harmless, with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement, SEMA, the State of Missouri and Local Government and the officers and agents of those entities, from any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree, whether by the Consultant or the Consultant's employees.
- b. ***Equal Employment Opportunity.*** During the performance of this Agreement, the Consultant agrees as follows:
 - 1) The Consultant shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by SEMA setting forth the provisions of this non-discrimination clause.
 - 2) The Consultant shall, in all solicitation or advertisements for employees placed by or on behalf of the Consultant; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - 3) The Consultant shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such

provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

- 4) The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - 5) The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by SEMA, the State of Missouri, the Local Government, FEMA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - 6) In the event of the Consultant's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - 7) The Consultant shall include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as SEMA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by SEMA, the Consultant may request the United States Government to enter into such litigation to protect the interests of the United States.
- c. ***Civil Rights Act of 1964:*** Under Title VI of the Civil Rights Act of 1964, No person shall, 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.
- d. ***Section 109(a) of the Housing and Community Development Act of 1974:*** No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in;

section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

- e. ***Section 503 of Rehabilitation Act of 1973***, as amended: Provides for the nondiscrimination in consultants employment. All recipients of Federal funds must certify to the following through all agreements issued.

Affirmative Action for Handicapped Workers:

- 1) The Consultant shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- 2) The Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 3) In the event of the Consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 4) The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the SEMA officer. Such notices shall state the Consultant's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- 5) The Consultant shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other understanding that the Consultant is bound by terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- 6) The Consultant shall include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Compliance Programs may direct to enforce such provisions, including action for noncompliance.

- f. ***Section 504 of the Rehabilitation Act of 1973***, as amended: Provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.
 - g. ***Age Discrimination Act of 1975***: No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.
 - h. ***Interest of Members of the Owner***: No member of the governing body of the State and no other officer, employee, or agent of the State who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement, and the Consultant shall take appropriate steps to assure compliance.
 - i. ***Interest of Other Local Public Officials***: No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.
 - j. ***Interest of Consultant and Employees***: The Consultant covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
6. **Reports and Information**: The Consultant, at such times and in such forms as SEMA may require, shall furnish SEMA such periodic reports as described below as SEMA may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
- a. As the work progresses, the Consultant agrees to make advice and information on matters performed by the Consultant reasonably available to the PAR.
 - b. The Consultant agrees to provide a Monthly Progress Report to the PAR by the 10th of the month. Invoicing is recommended at the 25%, 50%, 75%, and 100% points of completion of plan. See page 16, 10 (f). The Monthly Progress Report shall contain the following information for the prior month:
 - 1) Date of Report
 - 2) Name of Consultant Organization and the name and telephone number of the report preparer
 - 3) Brief Narrative of any significant activities or meetings conducted during the month, any Milestones Completed, any concerns or complications noted and any assistance requested
 - 4) Percent of Plan Completed to Date

7. **Termination of Agreement for Cause.**

- a. The Consultant agrees to give prompt written notice to SEMA whenever the Consultant becomes aware of any development that affects the scope of timing of the Consultant's services.
- b. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, SEMA shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least seven days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of SEMA, become its property and the Consultant shall be entitled to receive just and Equitable compensation for any work satisfactorily completed hereunder.
- c. Notwithstanding the above, the Consultant shall not be relieved of liability to SEMA for damages sustained by SEMA by virtue of any breach of this Agreement by the Consultant, and SEMA may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due SEMA from the Consultant is determined.

8. **Termination for Convenience of SEMA.**

- a. SEMA may terminate this Agreement at any time by giving at least ten (10) days notice in writing to the Consultant. If the Agreement is terminated by SEMA as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date.
- b. SEMA agrees to give prompt written notice to the Consultant whenever SEMA observes or otherwise becomes aware of any development that adversely affects the scope, timing or satisfactory fulfillment of the Consultant's services.
- c. If this Agreement is terminated due to the fault of the Consultant, Paragraph 8.b. hereof relative to termination shall apply as part of the termination process.

9. **Records and Audits.** The Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by SEMA to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to SEMA or any authorized representative, and **shall be retained for three years after the "Close Out" of the Planning Grant Agreement**, after permission to destroy them is granted by SEMA.

10. Payments.

- a. The Consultant shall be paid in accordance with the firm, fixed price stated herein. The maximum amount SEMA shall pay the Consultant for performance of this agreement shall not exceed \$37,500.00, without written consent by SEMA.
- b. For grant management and audit purposes, the above federal amount must be added to the local nonfederal match amount of \$12,500.00 (See Exhibit D) to be provided by the County Jurisdiction(s) for which the plan is being prepared and/or the Consultant to calculate the total planning project value of \$50,000.00.
- c. The Consultant understands that the Memorandum of Agreement is subject to the availability of grant funding. All work must cease at expiration of the grant. The Consultant may complete work only with the understanding that no additional cost can be charged and will not be paid by the grant.
- d. The Consultant understands that the payment/documentation of the local match is the sole responsibility of the County for which this plan is being prepared and/or the Consultant. SEMA is providing only the federal share of the grant being used to fund this planning project. The Consultant and the participating County shall determine jointly how much of the planning work is to be performed by the County/Consultant in the event that the nonfederal match is provided in a form other than cash. The Consultant and the County also shall determine jointly how the County shall pay the Consultant in the event that the County provides the nonfederal match in the form of cash. SEMA has no responsibility to the Consultant for any payments owed by the County. The Consultant also agrees to assist the County to prepare and submit to SEMA each month the paperwork necessary to document the non-federal match. The terms and conditions of Exhibit D of this agreement also apply fully to this agreement.
- e. Payment for this Agreement shall be full compensation for services rendered, including, but not limited to, all labor, materials, supplies, equipment, and incidentals necessary to complete the services required herein, as well as overhead. The Consultant shall not be entitled to any other payments or reimbursements for this planning project without the written consent of SEMA.
- f. The Consultant may submit a request for payment to which SEMA shall respond, at the following percentages of project completion:
 - Twenty-five percent of the Agreement price (federal share) which shall be paid to the Consultant prior to FEMA approval of the Hazard Mitigation Plan. Twenty-five percent of the local match documentation must be submitted along with the request for payment.
 - Fifty percent of the Agreement price (federal share) which shall be paid to the Consultant prior to FEMA approval of the Hazard Mitigation Plan. Fifty percent of the local match documentation must be submitted along with the request for payment.
 - Seventy-five percent of the Agreement price (federal share) which shall be paid to the Consultant prior to FEMA approval of the Hazard Mitigation

Plan. Seventy-five percent of the local match documentation must be submitted along with the request for payment.

- One-hundred percent of the Agreement price (federal share) which shall be paid to the Consultant after FEMA approval of the Hazard Mitigation Plan. One-hundred percent of the local match documentation must be submitted along with the final request for payment.

- g. The acceptance by the Consultant of final payment shall be and shall operate as a release to SEMA, the State of Missouri, FEMA and the Local Government of all claims and liability to the Consultant for all things done or furnished in connection with this work and for every act and neglect of SEMA, the State of Missouri, FEMA and the Local Government relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Consultant from any obligations under this Agreement or the performance of the work completed, i.e. a Local Hazard Mitigation Plan in compliance with the federal regulations previously identified.

11. Repayment Clause.

If the Consultant does not submit Hazard Mitigation Plans according to the dates outlined in 1.1.10 of this agreement, SEMA shall request, and the Consultant shall return within 30 days, the total Federal funds SEMA spent under this agreement.

EXHIBIT C**LISTING OF LOCAL JURISDICTIONS**

The Consultant shall develop a regional multi-jurisdictional plan to meet the needs of the following local jurisdictions in **Springfield/Greene County**:

Greene County
City of Ash Grove
City of Battlefield
City of Fair Grove
City of Republic
City of Springfield
City of Strafford
City of Walnut Grove
City of Willard
Ash Grove Fire Protection District
Battlefield Fire Protection District
Bois D'Arc Fire Protection District
Ebenezer Fire Protection District
Fair Grove Fire Protection District
Logan-Rogersville Fire Protection District
Pleasant View Fire Protection District
Strafford Fire Protection District
Willard Fire Protection District
Ash Grove school District
Fair Grove School District
Logan-Rogersville School District
Republic School District
Springfield School District
Strafford School District
Walnut Grove School District
Willard School District
Missouri State University
Ozarks technical Community College
Other applicable Special Districts or Political Subdivisions

The Consultant shall notify, invite, and encourage active involvement and participation by representatives of each jurisdiction listed above in public meetings, planning meetings, and in the review of draft information to ensure the plan accurately and appropriately reflects the needs, conditions, desires and capabilities of each participating jurisdiction.

EXHIBIT D
HAZARD MITIGATION PLAN
MEMORANDUM OF AGREEMENT
BY AND BETWEEN

SPRINGFIELD/GREENE COUNTY AND
THE MISSOURI STATE EMERGENCY MANAGEMENT AGENCY

THIS AGREEMENT, entered into this 21 day of December, 2018, by and between Springfield/Greene County hereinafter referred to as the "City/Village," and Springfield/Greene County, with principal offices located in, Springfield, Missouri, hereinafter referred to as the "CONSULTANT," and the Missouri State Emergency Management Agency, hereinafter referred to as "SEMA", witnesses that:

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

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

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

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

ARTICLE I

EMPLOYMENT AND DUTIES OF THE CONSULTANT

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

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

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

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

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

ARTICLE II

RESPONSIBILITIES OF THE CITY/VILLAGE

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

(b) The City/Village agree to provide the non-federal cash match in the amount of \$12,500.00, or a Payment-In-Kind non-cash match valued at the same amount necessary to qualify for this SEMA Agreement. If a partial or full Payment-In-Kind non-cash non-federal match is offered in lieu of a cash match, the City/Village also agree to make available to the CONSULTANT, and to provide to SEMA on a monthly basis, paper copies of all time cards/sheets, vouchers, and other paperwork documenting hourly rates and the costs of labor expended on the project, as well as any receipts for any equipment, supplies or software purchased in direct support of the planning effort and applied to the local non-cash, non-federal match, and any other pertinent records and data on file that shall account for and document the non-federal match for the project Closeout Report in accordance with *SEMA's Hazard Mitigation Planning Grant Project Administrative Guidebook*, including OMB Circular A-87.

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

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

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

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

ARTICLE III

RESPONSIBILITIES OF THE STATE EMERGENCY MANAGEMENT AGENCY

In exchange for the nonfederal match provided by the City/Village, SEMA hereby agrees to provide federally funded payments to the CONSULTANT, in accordance with and under the terms and conditions of the basic agreement to

December 19, 2018

21

which this Exhibit D Memorandum of Agreement is attached herein, for the work performed by the CONSULTANT to prepare the Local Hazard Mitigation Plan.

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

ARTICLE IV PROCESSING OF THIS EXHIBIT D

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

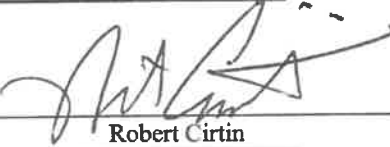
The CONSULTANT hereby agrees to sign all three copies of this Exhibit D Memorandum of Agreement and return all three copies to SEMA.

SEMA hereby agrees to provide to the City/Village the three copies, with original SEMA signatures, of this Exhibit D Memorandum of Agreement for the affixing of the signature of the Mayors or Chairpersons of each community represented by the plan. SEMA will retain one file copy with all three original signatures and return two copies to the Consultant.

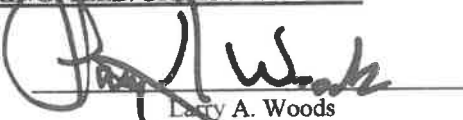
The CONSULTANT will retain one file copy and return a file copy to each of the City/Village.

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

GREENE COUNTY COMMISSION

By 
Robert Curtin
Presiding Commissioner

SPRINGFIELD/GREENE COUNTY

By 
Larry A. Woods
OEM Director

MISSOURI STATE EMERGENCY MANAGEMENT AGENCY

By _____
Ron Walker
SEMA Director