

Institution/Organization ("UNIVERSITY") Name: University of Central Missouri Address: Missouri Safety Center Humphreys, Suite 200 Warrensburg, MO, 64093	Jackson County Sheriff's Office ("COLLABORATOR") Agency Federal Tax I.D. #: <u>446000524</u> Agency Address: <u>4001 NE. LeKewell Court</u> <u>Lee's Summit, MO. 64064</u>
Source Awarding Agency (if applicable): Missouri Department of Transportation, Traffic & Highway Safety Division	CFDA No. (if applicable): 20.616
Period of Performance: May 18 – 31, 2015	Amount of Award: \$3,000

Project Title: Click It or Ticket Enforcement Campaign

Terms and Conditions


University hereby awards a cost reimbursable contract, as described above, to Collaborator. The statement of work and budget for this contract are shown in the Notification of Eligibility. In its performance of work under the terms of this agreement, Collaborator shall be an independent entity and not an employee or agent of University.

- 1) All invoicing and reporting will follow the guidelines and restrictions as set out in the attached statement of work. By signing this form you agree to abide by the terms set forth in the statement of work and comply with all requirements therein.
- 2) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator.
- 3) Matters concerning the technical performance of this agreement, no cost extensions, a request or negotiation of any changes in terms, conditions, or amounts, and any changes requiring prior approval, should be directed to University's project director as noted in the signature block of this form. Any such changes made to this agreement require the written approval of each party's Authorized Official.
- 4) Each party shall be responsible for damages resulting from the wrongful or negligent acts or omissions of each respective party's employees, agents, and/or representatives for risks, losses, and circumstances occurring during or arising out of the provision of services in this agreement. By so agreeing, the University is not waiving its sovereign immunity as provided by RSMo Section 537.600, nor is it waiving any of the protection afforded it as a quasi-public body of the State of Missouri. Rather, the University agrees to be responsible hereunder only to the extent that it would otherwise be liable under the provision of RSMo Section 537.600.
- 5) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact. If applicable, University shall pay Collaborator for termination costs as allowable under OMB Circular A-87, OMB Circular A-21, OMB Circular A-122, or the Federal Acquisition Regulation, whichever applies.
- 6) This agreement is subject to the terms and conditions of the Prime Award, Project No. 15-M2HVE-05-020, and other special terms and conditions included in pages 2-10 of the contract between the Missouri Highways and Transportation Commission and the University of Central Missouri, attached as Appendix A.
- 7) This agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- 8) By signing below Collaborator certifies and assures:
 - a. It is compliant with 41 CFR Chapter 60 as defined by the U. S. Department of Labor
 - b. It is compliant with OMB Circular A-102
 - c. It complies with OMB Circular A-133 and it will notify University of completion of required audits and of any adverse finding which impact this subaward.
 - d. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Collaborator, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - e. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the University.
 - f. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Authorized Organizational Representative of UNIVERSITY: 	*Chief, Sheriff or Authorized Official of COLLABORATOR: 
Dr. Michael J. Grelle, Vice Provost, Academic Programs & Services Phone: 660-543-4264 Email: osp@ucmo.edu	Signature: _____ Title: <u>County Executive</u>
Date: <u>4/10/2015</u>	Print name: <u>Michael D. Sanders</u> Date: <u>5/19/15</u>
Project Director of UNIVERSITY: 	*Enforcement Administrator of COLLABORATOR: 
Mr. Terry J. Butler, MSC, Project Director Phone Number: 800-801-3588	Signature: _____ Title: <u>Undersheriff</u>
Date: <u>4/10/2015</u>	Print name: <u>Col. Ben Kenney</u> Date: <u>5/15/2015</u>
Email: <u>sergent@ucmo.edu</u>	Agency Phone Number: <u>816-524-4302</u> Agency Email Address: _____

Missouri Safety Center – UCM

APPROVED AS TO FORM


County Counselor

Supported through MoDOT's Traffic and Highway Division

FILED
MAY 19 2015
MARY JO SPINO
COUNTY CLERK

ATTEST:


Clerk of the County Legislature