

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res/Ord No.:~~ 4659

Sponsor(s): Theresa Garza Ruiz

Date: September 15, 2014

<p>SUBJECT</p>	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Jackson County Sheriff's Office Child Passenger Safety Enforcement Grant. An Ordinance to appropriate \$2,500.00 from the Undesignated Fund Balance and to authorize the County Executive to execute an agreement with the Missouri Safety Center, in acceptance of a grant awarded by the University of Central Missouri supported through MoDOT's Traffic and Highway Division to the Sheriff's Office.</p>												
<p>BUDGET INFORMATION  <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="310 621 1187 1024"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$2500.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$2500.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM: Grant Fund - 010; Undesignated Fund Balance - 2810</td> <td>FROM ACCT \$2,500.00</td> </tr> <tr> <td>TO: Grant Fund 010; CPS - 4297 ; Overtime - 55030 FICA - 55040</td> <td>TO ACCT \$2323.00 \$ 177.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): N/A  Prior Year Actual Amount Spent (if applicable): N/A</p>	Amount authorized by this legislation this fiscal year:	\$2500.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$2500.00	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM: Grant Fund - 010; Undesignated Fund Balance - 2810	FROM ACCT \$2,500.00	TO: Grant Fund 010; CPS - 4297 ; Overtime - 55030 FICA - 55040	TO ACCT \$2323.00 \$ 177.00
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<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): #4235 Sept. 13, 2010</p> <p>Prior resolutions and (date):</p>												
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, &amp; phone): Beverly Smith, Traffic Analyst (816)524-4302</p>												
<p>REQUEST SUMMARY</p>	<p>Accept and appropriate \$2,500.00 from the Undesignated Fund Balance for the Jackson County Sheriff's Child Passenger Safety Enforcement Project # 14-K3-05-001 and to authorize the County Executive to execute an agreement with the University of Central Missouri Safety Center supported through MoDOT's Traffic and Highway Safety Division. The grant is awarded in the amount of \$2,500.00.</p> <p>The grant requires no Matching Local Funds.. The term of the grant is September 14 - 20, 2014 during the Child Passenger Safety (CPS) Week Enforcement.</p> <p>There continues a need to focus on child passenger safety through the high visibility of additional law</p>												

enforcement officers to reduce injuries and fatalities due to the passengers not being properly restrained in required safety seats. Unlike the adult seatbelt laws, the child and youth seatbelt law is primary in the state of Missouri.

Please appropriate \$250.00 as follows:

Overtime – 55030	\$2323.00
FICA – 55040	177.00
<b>Total</b>	<b>\$2,500.00</b>

**CLEARANCE**

Tax Clearance Completed (Purchasing & Department)


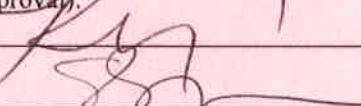

Business License Verified (Purchasing & Department)

Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)

**ATTACHMENTS**

Three (3) original University of Central Missouri Subaward/Subcontract Agreements Project # 14-K3-05-001 and one (1) copy accompanying announcement letter.

**REVIEW**

Department Director:		Date: 9/9/14
Finance (Budget Approval): If applicable		Date: 9/9/14
Division Manager:		Date: 9/11/14
County Counselor's Office:		Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Grant Fund- Undesignated Fund Balance	\$2,500.00

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.





### Notice of Eligibility and Statement of Work

The Highway Safety Office - MoDOT has identified Jackson County Sheriff's Office as eligible to participate in:

#### CHILD PASSENGER SAFETY (CPS) WEEK ENFORCEMENT

The UCM Subaward/Subcontract agreement commits a specific funding level for your agency to use for reimbursement of actual overtime salary and fringe up to the Maximum Reimbursable Amount, listed below. Full-time, part-time and reserve officers are eligible to participate in overtime enforcement campaigns. Part-time and reserve officers must have the same authority as a full-time permanent officer.

\* Please note the Maximum Reimbursement Amount

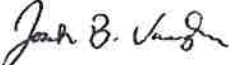

CHILD PASSENGER SAFETY ENFORCEMENT	*Maximum Reimbursement Amount
September 14 -20, 2014	\$2,500

Participation in this enforcement campaign requires that your agency:

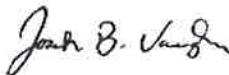
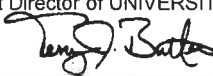
- 191. Complete the highlighted sections of the UCM Subaward/Subcontract Agreement to include:
  - Agency Federal Tax I.D. #
  - Agency Address
  - The required **TWO DIFFERENT signatures**. (These are typically a Chief, Sheriff or Authorized Official AND the Enforcement Administrator for your department)
- 192. The **TWO signatures** on the submitted UCM Subaward/Subcontract Agreement must match the TWO signatures that will appear on the Overtime Enforcement Manpower Report Form. If there is an issue with obtaining the same signature/s, a memo must be submitted explaining the reason for the difference.
  - If the "Authorizing Official" also works the enforcement campaign a different authorizing official would need to sign the Overtime Enforcement Manpower Report Form then a memo must be submitted explaining the reason for the difference in signatures between the UCM Subaward/Subcontract Agreement and the Overtime Enforcement Manpower Report Form. The Authorizing Official cannot approve THEIR-OWN hours worked.
- 193. Return (fax to 660-543-4482, or scan then email) the completed UCM Subaward/Subcontract Agreement, **no later than September 14, 2014** to:
  - LaGena (Gena) Spence, email: spence@ucmo.edu: Fax: 660-543-4482, Phone: 800-801-3588/660-543-4391
- 194. Upon receipt of the completed UCM Subaward/Subcontract Agreement your agency will receive an email message including the following enforcement documents:
  - Pre & Post News Release Examples
  - Overtime Enforcement Manpower Report Form
  - Enforcement Statistics Form
  - Highway Safety On-Line Mobilization Reporting Instructions
- 195. *Notice – Upon campaign completion, the Overtime Enforcement Manpower Report Form must to be submitted to the Missouri Safety Center by the deadline of **November 3, 2014**. (Overtime Enforcement Manpower Report Forms submitted beyond the reporting deadline may not be reimbursed.)*

On behalf of Missouri Department of Transportation's Traffic and Highway Safety Division and the Missouri Safety Center we appreciate your willingness to assist in making our roadways safer for all.

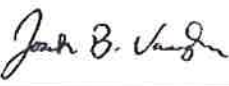

## University of Central Missouri Subaward/Subcontract Agreement

Institution/Organization ("UNIVERSITY") <b>Name: University of Central Missouri</b> Address: Missouri Safety Center Humphreys, Suite 200 Warrensburg, MO, 64093	<b>Jackson County Sheriff's Office ("COLLABORATOR")</b> Agency Federal Tax I.D. #: <u>446000524</u> Agency Address: <u>3310 NE. Renner Dr.</u> <u>Lees Summit, Mo. 64064</u>
Source Awarding Agency (if applicable): Missouri Department of Transportation, Traffic & Highway Safety Division	CFDA No. (if applicable): 20.613
<b>Period of Performance: September 14-20, 2014</b>	<b>Amount of Award: \$ 2,500</b>
<b>Project Title: Child Passenger Safety (CPS) Week Enforcement</b>	
<b>Terms and Conditions</b>	
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 to Participate. 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.	
305) 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.	
306) 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.	
307) 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.	
308) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.	
309) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. 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.	
310) This agreement is subject to the terms and conditions of the Prime Award, Project No. 14-K3-05-001, and other special terms and conditions.	
311) This agreement shall be governed and construed in accordance with the laws of the State of Missouri.	
312) 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.	
 Date: May 15, 2014	*Chief, Sheriff or Authorized Official of COLLABORATOR:  <b>Signature:</b> _____ <b>Title:</b> _____
Joseph Vaughn, Dean/Graduate&Extended Studies Date: _____	<b>Print name:</b> _____ <b>Date:</b> _____
Project Director of UNIVERSITY:  Date: May 15, 2014	*Enforcement Administrator of COLLABORATOR:  <b>Signature:</b> _____ <b>Title:</b> _____
Mr. Terry J. Butler, MSC, Project Director Phone Number: 800-801-3588 Date: _____	<b>Print name:</b> _____ <b>Date:</b> _____ <b>Agency Phone Number:</b> _____
Email: spence@ucmo.edu	<b>Agency Email Address:</b> _____

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