

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** expressing the support of the Legislature for moving the reassessment values back to the 2018 levels and working with the State to fix the problems with the data.

**RESOLUTION NO. 20274**, September 30, 2019

**INTRODUCED BY** Theresa Galvin, Dan Tarwater III, Jalen Anderson, Crystal Williams, Tony Miller, Scott Burnett, and Ronald E. Finley, County Legislators

WHEREAS, the Legislature of Jackson County, Missouri, believes it has become clear there are numerous grave errors in the 2019 reassessment values sent to the citizens of Jackson County; and,

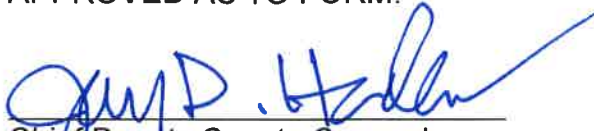
WHEREAS, it is the responsibility of the County Executive and his administration to oversee the biannual reassessment and we respectfully request that the administration discard the 2019 assessments and work with the Board of Equalization and the Missouri State Tax Commission to provide a resolution to this situation; and,

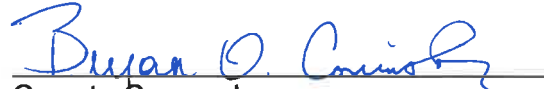
WHEREAS, as government officials it is our responsibility to advocate for our constituents and it is unfair to require our constituents to wage the battle against this flawed process on their own; now therefore,

**BE IT RESOLVED** by the County Legislature of Jackson County, Missouri, that the Legislature hereby supports moving the reassessment values back to the 2018 level and working with the State of Missouri to fix problems with the 2019 reassessment.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20274 of September 30, 2019, was duly passed on \_\_\_\_\_, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**AN ORDINANCE** appropriating \$23,500.00 from the undesignated fund balance of the 2018 Grant Fund in acceptance of the Sheriff's Office's DWI Saturation Patrol Enforcement grant awarded by the Missouri Department of Transportation, Traffic and Highway Safety Division, and authorizing the County Executive to execute a contract with the Missouri Highway Safety Division for the expenditure of grant funds.

**ORDINANCE NO. 5274**, October 7, 2019

**INTRODUCED BY** Crystal Williams, County Legislator

WHEREAS, the Missouri Department of Transportation, Traffic and Highway Safety Division, has awarded the Sheriff's Office a DWI Saturation Patrol Enforcement grant in the amount of \$23,500.00, for the period October 1, 2019, through September 30, 2020; and,

WHEREAS, the Sheriff's Office is targeting impaired drivers through DWI sobriety checkpoints, including multijurisdictional projects throughout Jackson County; and,

WHEREAS, the Sheriff recommends the use of the grant funds for reimbursement of overtime necessary for establishing sobriety checkpoints and other alcohol-enforcement activities; and,

WHEREAS, an appropriation is necessary to place the grant funds in the appropriate spending accounts; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the

following appropriation from the undesignated fund balance of the 2019 Grant Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund DWI Saturation Enforcement			
010-4210	45936 - Increase Revenues	\$23,500	
010-2810	Undesignated Fund Balance		\$23,500
010-2810	Undesignated Fund Balance	\$23,500	
010-4210	55030- Overtime Salaries		\$18,932
010-4210	55040- FICA Taxes		\$ 1,568
010-4210	56140- Travel Expense		\$ 2,100
010-4210	56750- Education Benefits		\$ 900

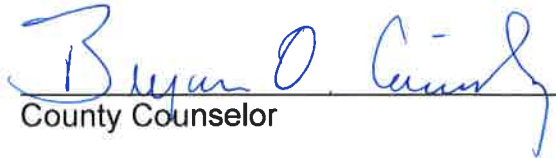
and,

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute the attached contract with the Missouri Department of Transportation, Traffic and Highway Safety Division.

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5274 introduced on October 7, 2019, was duly passed on \_\_\_\_\_, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

This Ordinance is hereby transmitted to the County Executive for his signature.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5274.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White, Jr., County Executive

Funds sufficient for this appropriation are available from the source indicated below.

ACCOUNT NUMBER: 010 2810  
ACCOUNT TITLE: Grant Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$23,500.00

10/3/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

**CONTRACT**

O. 5274

Form HS-1

Revision Reason: Other

Version: 2

08/20/2019

<b>Missouri Department of Transportation</b> <b>Highway Safety and Traffic Division</b> P.O. Box 270 830 MoDOT Drive Jefferson City, MO 65102 <b>Phone:</b> 573-751-4161 <b>Fax:</b> 573-634-5977		<b>Project Title:</b> DWI Saturation Enforcement <b>Project Number:</b> 20-M5HVE-03-003 <b>Project Category:</b> 405d Mid HVE <b>Program Area:</b> Impaired Driving  <b>Funding Source:</b> 405d / 20.616 <b>Type of Project:</b> Initial <b>Started:</b> 10/01/2019	
<b>Name of Grantee</b> Jackson County Sheriff's Office		<b>Federal Funds Benefiting</b>  <b>State:</b> <b>Local:</b> _____ <b>\$23,500.00</b> <b>Total:</b> <b>\$23,500.00</b>	
<b>Grantee County</b> Jackson			
<b>Grantee Address</b> 4001 NE Lakewood Court  Lee's Summit, MO 64064-1703		<b>Source of Funds</b>  <b>Federal:</b> <b>\$23,500.00</b> <b>State:</b> <b>Local:</b> _____ <b>\$0.00</b> <b>Total:</b> <b>\$23,500.00</b>	
<b>Telephone</b> 816-524-4302	<b>Fax</b> 816-795-1969		
<b>Contract Period</b> <b>Effective:</b> 10/01/2019 <b>Through:</b> 09/30/2020		<b>Prepared By</b> Wilson, Scott	

<i>AO Signature</i>	<i>AO Date Here</i>
<b>Subrecipient Authorizing Official</b>	<b>Date</b>
<i>PD Signature</i>	<i>PD Date Here</i>
<b>Subrecipient Project Director</b>	<b>Date</b>
<i>HSTC Signature</i>	<i>HSTC Date Here</i>
<b>MHTC Authorizing Official</b>	<b>Date</b>

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$23,500.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

IN ORDER TO RECEIVE FEDERAL FUNDING, THE SUBRECIPIENT AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

**I. RELATIONSHIP**

The relationship of the Subrecipient to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Subrecipient shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Subrecipient.

**II. GENERAL REQUIREMENTS**

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS**

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

**IV. EQUIPMENT**

**A. PROCUREMENT:** Subrecipient may use its own procurement regulations which reflect applicable state/local laws, rules and regulations provided they adhere to the following:

1. Equipment with a cost of \$3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
4. Subrecipients shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
5. If for some reason the low bid is not acceptable, the Subrecipient must have written approval from the MHTC prior to bid approval and purchase.
6. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.

**B. DISPOSITION:** The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. Subrecipient must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

**C. REPLACEMENT:** No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength.

**V. FISCAL RESPONSIBILITY**

**A. MAINTENANCE OF RECORDS:** The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.

**B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE:** The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Final payment is contingent upon receipt of final voucher. **AUDITS:** Subrecipient will be responsible for the required supporting documentation no later than 30 days after the end of the contract period.

**C. ACCOUNTING:** The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

**D. OMB AUDIT:** A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

**VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010,

([https://www.fsrs.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)) by reporting to FSRS.gov for each sub-grant awarded:

- A. Name of the entity receiving the award;
- B. Amount of the award;
- C. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;
- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. A unique identifier (DUNS);
- F. The names and total compensation of the five most highly compensated officers of the entity if :
  - 1. the entity in the preceding fiscal year received-
    - a. 80 percent or more of its annual gross revenues in Federal awards;
    - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
  - 2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

**VII. TERMINATION**

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient-or its subcontractor under the provisions of this contract. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.



**VIII. NONDISCRIMINATION**

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

The State highway safety agency-

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Insert in all contracts and funding agreements with other State or private entities the following clause:

During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State Office of Highway Safety, US DOT or NHTSA;

4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
5. To insert this clause, including paragraphs 1 through 5, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

**IX. STATUTORY AND REGULATORY REQUIREMENTS**

**A. COMPLIANCE:** The Subrecipient must comply with the following Statutes or Rules:

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. Statewide Traffic Accident Records System (STARS) 43.250 RSMo—Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
4. Uniform Crime Reporting RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
5. Racial Profiling RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year.
6. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015.

- X. PRODUCTION & DEVELOPMENT COSTS** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

- XI. INDEMNIFICATION** Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

**OPTION 1:**

**A.** To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.

**B.** The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement :

1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and
2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

**C.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

**OPTION 2:**

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's performance of its obligations under this Agreement .

**XII. AMENDMENTS** The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered . Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC.

**XIII. MHTC REPRESENTATIVE** The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement . The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.

**XIV. ASSIGNMENT** The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

**XV. LAW OF MISSOURI TO GOVERN** This Agreement shall be construed according to the laws of the State of Missouri . The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

**XVI. VENUE** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

**XVII. SECTION HEADINGS** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement .

**XVIII. NONSEGREGATED FACILITIES**

(Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

**XIX. FUNDING ORIENTATION AND AUDIT INFORMATION**

The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>CFDA#</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
164	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs

\*The Highway Safety and Traffic Division is aware of the pending 2018 change in CFDA numbers to Assistance Listings. At the time of this contract preparation, the final format of revised CFDA/Assistance Listings was not available from the U.S. General Services Administration (GSA). Once final CFDA numbers are available, the Highway Safety and Traffic Division will provide them via memo.

**XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The State will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing a drug-free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace.
  - 2. The Subrecipient's policy of maintaining a drug-free workplace.
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs.
  - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
  - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).

- C. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
  - a. Abide by the terms of the statement.
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D. Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E. Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination.
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

**XXI. POLITICAL ACTIVITY (HATCH ACT)  
(applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**XXII. CERTIFICATION REGARDING FEDERAL LOBBYING  
(applies to subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.
- B. If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**XXIII. RESTRICTION ON STATE LOBBYING  
(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**  
**(applies to subrecipients as well as States)**

Instructions for Primary Certification (States)

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions:

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**XXV. BUY AMERICA ACT**  
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
  2. All vehicles must be manufactured or assembled in the United States of America regardless of cost.
- [www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf](http://www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf)

**XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**  
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**XXVII. POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at [www.trafficsafety.org](http://www.trafficsafety.org).

**XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

## CONTRACT REQUIREMENTS

### THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

Subrecipients offering the MHTC-funded courses must adhere to the following standard elements required for training contracts:

- A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training . The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.
- B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.
- C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:
  1. Title of the class
  2. Date(s) and location of class
  3. Printed Name and signature of attendees (unless otherwise prohibited)
  4. Name of agency/organization of each attendee
- D. To ensure cost effectiveness, every effort should be made to enroll a minimum of fifteen (15) students per class.
- E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

### THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

#### **A. PROBLEM IDENTIFICATION**

Subrecipient must develop a selected traffic enforcement plan by evaluating crash data involving fatal , disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts . Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts .

#### **B. PROJECT ACTIVITIES**

1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
3. High visibility enforcement is a key strategy to reducing traffic crashes ; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
4. Subrecipient should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report Form*.
5. Subrecipient is strongly encouraged to participate in all national or state mobilization efforts in conjunction with , or at the direction of, the Highway Safety and Traffic Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, Drive Sober or Get Pulled Over campaign, Youth Seat Belt enforcement campaign, Child Passenger Safety campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: <https://mobilization.rejts.org/>.
6. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.
7. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.



**C. PARTNERSHIPS**

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the general meetings and annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact (traffic safety task force).

**D. ALLOWABLE COSTS**

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Subrecipient at officer's standard rate of pay in accordance with Subrecipient policies and procedures regarding standard rate of pay and overtime rate of pay. The Subrecipient will not be reimbursed at the overtime rate for work that according to Subrecipient's own policies and procedures does not constitute overtime. Non-POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Exceptions to allowable costs may be made with prior written permission of the MHTC.

**E. DRUNK DRIVING ENFORCEMENT PROJECTS**

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts.
2. Agency should participate in quarterly enforcement efforts and the national impaired driving crackdown held annually.

**F. SOBRIETY CHECKPOINTS**

Unless otherwise prohibited by state statute or appropriation,

1. The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program.
2. Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.
3. Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

## PROBLEM IDENTIFICATION

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Substance-impaired drivers contributed to 25.6 percent of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs continues to increase. Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 82.4 percent of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

Jackson County, Missouri still remains as one of the highest in state for number of alcohol / drug related traffic crashes, with a significant number of serious injuries and fatalities stemming from these traffic crashes. In the previous three year reporting, as published by the Missouri State Highway Patrol, Jackson County, Missouri has had a total of 69,782 traffic crashes. Of these crashes, 1,942 were attributed to impaired drivers, which resulted in 39 fatalities and 154 serious injuries. MSHP crash mapping shows that many of these crashes were in direct proximity to, or on a feeder roadway to one of the many entertainment districts in Jackson County, Missouri.

## GOALS/OBJECTIVES

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### Core Performance Measure Goals

1. To decrease alcohol-impaired driving involved fatalities by 3.45 percent annually, resulting in a five-year average alcohol-impaired driving involved fatality goal of 230.3 by December 31, 2019.

### Other Performance Measure Goals

1. To decrease alcohol-impaired driving involved serious injuries by 7.51 percent annually, resulting in a five-year average alcohol-impaired driving involved fatality goal of 505.1 by December 31, 2019.

To increase DWI arrests by 7% over the previous fiscal year's reported statistics. To improve the awareness of enforcement actions through high visibility operations, providing significant visual stimuli to those who are considering driving after partaking in alcohol or drugs. To provide an additional decrease of 7-10% in the number of alcohol/drug related serious injury and fatality traffic crashes, in and around the county's entertainment districts, which will be measured by the crash data reported by the MSHP crash mapping site.

## PROJECT DESCRIPTION

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Conduct twenty-six (26) organized saturation patrols during the fiscal year, in selected areas, utilizing eight deputies per deployment, in six hour deployments, between the hours of 10:00 p.m. to 4:00 p.m. These saturation patrols will focus on selected areas which show a high number of DWI related arrests, and impaired driving crashes, which will primarily focus on the areas surrounding the entertainment districts of Kansas City, Missouri and all feeder roadways to and from those areas.

## SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
<b>You must answer the following questions.</b>	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. <p style="margin-left: 40px;">The previous year the Jackson County Sheriff's Office utilized all initial funding provided by Highway Safety, and was required to obtain additional funding. This additional funding was not depleted as intended, due to the need to cancel several saturation patrol events late in the year.</p>	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	

Please use the most current 12-months of data available for answering questions 18-23. Include ALL of your agency's statistics, not just those issued during grant activity.

18 Total number of DWI violations written by your agency.	390
19 Total number of speeding violations written by your agency.	925
20 Total number of HVM violations written by your agency.	1691
21 Total number of child safety/booster seat violations written by your agency.	48
22 Total number of safety belt violations written by your agency.	48
23 Total number of sobriety checkpoints hosted.	0

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24 Total number of traffic crashes.	69782
25 Total number of traffic crashes resulting in a fatality.	263
26 Total number of traffic crashes resulting in a serious injury.	1750
27 Total number of speed-related traffic crashes.	7576
28 Total number of speed-related traffic crashes resulting in a fatality.	108
29 Total number of speed-related traffic crashes resulting in a serious injury.	420
30 Total number of alcohol-related traffic crashes.	1942
31 Total number of alcohol-related traffic crashes resulting in a fatality.	39
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	154
33 Total number of unbuckled fatalities.	95
34 Total number of unbuckled serious injuries.	266

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	104
36 Total number of commissioned patrol and traffic officers.	50
37 Total number of commissioned law enforcement officers available for overtime enforcement.	100
38 Total number of vehicles available for enforcement.	100
39 Total number of radars/lasers.	16

40	Total number of in-car video cameras.	70
41	Total number of PBTs.	16
42	Total number of Breath Instruments.	6

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

The Traffic Safety Unit regularly reviews the MSHP's Traffic Crash Mapping Utility, and selects enforcement locations based upon high concentrations of crashes, and/or impaired driving crashes. Currently those locations include I-70 and US 24 Hwy between Blue Ridge Cutoff and Lee's Summit Road, US 71 Hwy, US-350 Hwy, 63rd Street, in Kansas City/Raytown area. It also includes Main St., Broadway Blvd., I-35 and I-670/I-70 in the Mid town Kansas City area.

The Traffic Safety Unit will conduct enforcement operations through out the entire Jackson County area, with targeted enforcement at specific locations based on crash data.

The TSU will focus on the Mid Town Kansas City area, Down town Kansas City area, MO 291 through Independence, I-70 from east to west county limits, I-435 from north to south county limits, US-71 Hwy and I-49 north to south county limits, I-470 from I-435 to Douglas Rd. in Lee's Summit, and any ancillary roadways.

The Traffic Safety Unit regularly reviews the MSHP's Traffic Crash Mapping utility, and selects enforcement locations based upon high concentrations of crashes, and/or impaired driving crashes.

44 Enter the number of enforcement periods your agency will conduct each month. 2

45 Enter the months in which enforcement will be conducted.

All months, October through September.

46 Enter the days of the week in which enforcement will be conducted.

Primarily Thursday, Friday, and Saturday nights

47 Enter the time of day in which enforcement will be conducted.

9:00 p.m. to 4:00 a.m.

48 Enter the number of officers assigned during the enforcement period. 8

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

## PROJECT EVALUATION

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The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract\*
6. Accomplishing the Objectives\* established to meet the project Goals, such as:
  - Enforcement activities (planned activities compared with actual activities)
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
  - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
  - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis .

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

\*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

The Jackson County Sheriff's Office TSU will continually monitor the effectiveness and success of the chosen locations and times, by use of crash mapping, in house records system, networking with partner law enforcement agencies, and civilian partners (MADD). The annual evaluation will take place by overall crash number decreases, as reported by the MSHP, as well as the overall DWI arrest numbers in any given area of operation. The TSU will adjust as necessary to ensure coverage on the most affected areas of Jackson County .



**ADDITIONAL FUNDING SOURCES**

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**BUDGET**

<b>Category</b>	<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Cost</b>	<b>Total</b>	<b>Local</b>	<b>Total Requested</b>
<b>Personnel</b>							
	Overtime and Fringe	Deputy Overtime	1.00	\$20,000.00	\$20,000.00	\$0.00	\$20,000.00
	Overtime and Fringe	Non-Sworn personnel (dispatcher)	1.00	\$500.00	\$500.00	\$0.00	\$500.00
					<b>\$20,500.00</b>	<b>\$0.00</b>	<b>\$20,500.00</b>
<b>Training</b>							
	Professional Development	MOPS Annual DWI / DRE conference: registration, lodging, meals for all TSU members (1 Sergeant and 5 Deputies)	6.00	\$500.00	\$3,000.00	\$0.00	\$3,000.00
					<b>\$3,000.00</b>	<b>\$0.00</b>	<b>\$3,000.00</b>
<b>Total Contract</b>					<b>\$23,500.00</b>	<b>\$0.00</b>	<b>\$23,500.00</b>

## ATTACHMENTS

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**Document Type**  
WORD

**Description**  
County Authorization Form

**Original File Name**  
Authorization Form.pdf

**Date Added**  
02/11/2019

**REQUEST FOR LEGISLATIVE ACTION  
EXECUTIVE OFFICE**

**Version 6/10/19**

Completed by County Counselor's Office:

Res/Ord No.: 5274

Sponsor(s): Crystal Williams

Date: October 7, 2019

SEP 26 2019

<p><b>SUBJECT</b></p>	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p>																						
<p><b>BUDGET INFORMATION</b>  <i>To be completed By Requesting Department and Finance</i></p>	<p>Project/Title: Jackson County Sheriff's Office DWI Saturation Enforcement. An ordinance to appropriate \$23,500.00 from the undesignated fund balance and to authorize the County Executive to execute an agreement with the Missouri Traffic and Highway Safety Division in acceptance of a grant awarded by the Missouri Department of Transportation (hereinafter referred to as MODOT) to the Sheriff's Office. Contract # 20-M5HVE-03-003</p>																						
<p><b>PRIOR LEGISLATION</b></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$23,500.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0.00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$23,500.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$ <i>SM</i></td> </tr> <tr> <td>Source of funding (name of fund) and account code number;; From Grant Fund – 010; Undesignated Fund Balance – 2810</td> <td>\$23,500.00</td> </tr> <tr> <td>To: Grant Fund 010 DWI Saturation Enforcement <del>4282</del> 4210 <i>SM</i></td> <td>TO ACCT:</td> </tr> <tr> <td>Overtime – 55030</td> <td>\$18,931.75</td> </tr> <tr> <td>FICA – 55040</td> <td>\$1,568.25</td> </tr> <tr> <td>Education benefits– 56750</td> <td>\$900.00</td> </tr> <tr> <td>Travel expense – 56140</td> <td>\$2100.00</td> </tr> <tr> <td><b>TOTAL:</b></td> <td><b>\$23,500.00</b></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p>	Amount authorized by this legislation this fiscal year:	\$23,500.00	Amount previously authorized this fiscal year:	\$0.00	Total amount authorized after this legislative action:	\$23,500.00	Amount budgeted for this item * (including transfers):	\$ <i>SM</i>	Source of funding (name of fund) and account code number;; From Grant Fund – 010; Undesignated Fund Balance – 2810	\$23,500.00	To: Grant Fund 010 DWI Saturation Enforcement <del>4282</del> 4210 <i>SM</i>	TO ACCT:	Overtime – 55030	\$18,931.75	FICA – 55040	\$1,568.25	Education benefits– 56750	\$900.00	Travel expense – 56140	\$2100.00	<b>TOTAL:</b>	<b>\$23,500.00</b>
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<b>TOTAL:</b>	<b>\$23,500.00</b>																						
<p><b>CONTACT INFORMATION</b></p>	<p><b>OTHER FINANCIAL INFORMATION:</b></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): <i>\$34,000 SM</i>          Prior Year Actual Amount Spent (if applicable): <i>\$14,793.49 SM</i></p>																						
<p><b>PRIOR LEGISLATION</b></p>	<p>Prior ordinances and (date): <i>5141 (9/10/18) SM</i>          Prior resolutions and (date):</p>																						
<p><b>REQUEST SUMMARY</b></p>	<p>RLA drafted by (name, title, &amp; phone): Sgt. Doug Blodgett TSU Sergeant 816-316-6440</p> <p>Accept and Appropriate \$23,500.00 from the Undesignated Fund Balance and to authorize the County Executive to execute an agreement with the Traffic and Highway Safety Division of the Missouri Department of Transportation. The grant awarded in the amount of \$23,500.00, and does not require any matching funds.</p> <p>The term of this grant is from 01 October, 2019 to 30 September, 2020.</p> <p>The Goal of this grant is to fund the Jackson County Sheriff's Office and the subsequent enforcement action, in an effort to decrease alcohol and drug related injury and fatality crashes in Jackson County, Missouri.</p>																						
<p><b>CLEARANCE</b></p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)</p>																						

	<input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals	
ATTACHMENTS	MODOT Contract #20-M5HVE-03-003	
REVIEW	Department Director: <i>A. Masoe D. Spr...</i>	Date: <i>9-24-2019</i>
	Finance (Budget Approval): <i>[Signature]</i> <i>If applicable</i>	Date: <i>9/26/19</i>
	Division Manager: <i>[Signature]</i>	Date: <i>9-26-19</i>
	County Counselor's Office: <i>[Signature]</i>	Date: <i>10/2/19</i>

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	\$23,500.00

- 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.

**Supplemental Appropriation Request  
Jackson County, Missouri**

Funds sufficient for this appropriation are available from the source indicated below.

Date: September 26, 2019

ORD # 5274

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
<b>Grant Fund - 010</b>			
4210 - DWI Saturation Enforcement	45936 - Increase Revenues	23,500	
2810	Undesignated Fund Balance		23,500
2810	Undesignated Fund Balance	23,500	
4210 - DWI Saturation Enforcement	55030 - Overtime Salaries		18,932
4210 - DWI Saturation Enforcement	55040 - FICA Taxes		1,568
4210 - DWI Saturation Enforcement	56140 - Travel Expense		2,100
4210 - DWI Saturation Enforcement	56750 - Education Benefits		900

 9/26/19  
Budgeting

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**AN ORDINANCE** appropriating \$17,000.00 from the undesignated fund balance of the 2019 Grant Fund, in acceptance of the Sheriff's Office's Hazardous Moving Violation Enforcement grant awarded by the Missouri Department of Transportation, Traffic and Highway Safety Division, and authorizing the County Executive to execute a contract with the Missouri Traffic and Highway Safety Division for the expenditure of grant funds.

**ORDINANCE NO. 5275**, October 7, 2019

**INTRODUCED BY** Crystal Williams, County Legislator

WHEREAS, the Missouri Department of Transportation, Traffic and Highway Safety Division, has awarded the Sheriff's Office a Hazardous Moving Violation Enforcement grant in the amount of \$17,000.00, for the grant period of October 1, 2019, through September 30, 2020; and,

WHEREAS, through this grant funding, the Sheriff's Office is better able to effectively conduct enforcement actions to decrease speed, hazardous driving related injuries, and fatality crashes; and,

WHEREAS, the Sheriff recommends the use of the grant funds for reimbursement of overtime used for conducting hazardous moving violations enforcement at various locations throughout the County; and,

WHEREAS, an appropriation is necessary to place the grant funds in the appropriate spending accounts; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2019 Grant Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund Hazardous Moving Violations Enforcement 010-4282	45935 - Increase Revenues	\$17,000	
010-2810	Undesignated Fund Balance		\$17,000
010-2810	Undesignated Fund Balance	\$17,000	
010-4282	55030 - Overtime Salaries		\$11,544
010-4282	55040 - FICA Taxes		\$ 956
010-4282	56140 – Travel		\$ 3,390
010-4282	56750 – Education Benefits		\$ 1,110

and,

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute the attached contract with the Missouri Department of Transportation, Traffic and Highway Safety Division.



Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Deputy County Counselor

\_\_\_\_\_  
County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5275 introduced on October 7, 2019, was duly passed on \_\_\_\_\_, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

This Ordinance is hereby transmitted to the County Executive for his signature.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5275.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White, Jr., County Executive

Funds sufficient for this appropriation are available from the source indicated below.

ACCOUNT NUMBER: 010 2810  
ACCOUNT TITLE: Grant Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$17,000.00

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Administrative Officer

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2019 Grant Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund Hazardous Moving Violations Enforcement 010-4282	45935 - Increase Revenues	\$17,000	
010-2810	Undesignated Fund Balance		\$17,000
010-2810	Undesignated Fund Balance	\$17,000	
010-4282	55030 - Overtime Salaries		\$11,544
010-4282	55040 - FICA Taxes		\$ 956
010-4282	56140 – Travel		\$ 3,390
010-4282	56750 – Education Benefits		\$ 1,110

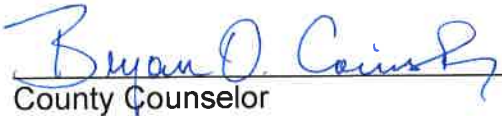
and,

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute the attached contract with the Missouri Department of Transportation, Traffic and Highway Safety Division.

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5275 introduced on October 7, 2019, was duly passed on \_\_\_\_\_, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

This Ordinance is hereby transmitted to the County Executive for his signature.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5275.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White, Jr., County Executive

Funds sufficient for this appropriation are available from the source indicated below.

ACCOUNT NUMBER: 010 2810  
ACCOUNT TITLE: Grant Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$17,000.00

10/3/19  
Date

  
Chief Administrative Officer

# CONTRACT

Form HS-1

Revision Reason: Other

Version: 2

08/20/2019

<b>Missouri Department of Transportation</b> <b>Highway Safety and Traffic Division</b> P.O. Box 270 830 MoDOT Drive Jefferson City, MO 65102 Phone: 573-751-4161 Fax: 573-634-5977		<b>Project Title:</b> HMV Enforcement <b>Project Number:</b> 20-PT-02-019 <b>Project Category:</b> Police Traffic Services <b>Program Area:</b> Police Traffic Services  <b>Funding Source:</b> 402 / 20.600	
<b>Name of Grantee</b> Jackson County Sheriff's Office		<b>Type of Project:</b> Initial	
<b>Grantee County</b> Jackson		<b>Started:</b> 10/01/2019	
<b>Grantee Address</b> 4001 NE Lakewood Court  Lee's Summit, MO 64064-1703		<b>Federal Funds Benefiting</b>	
		<b>State:</b> _____	
		<b>Local:</b> _____ <span style="float: right;">\$17,000.00</span>	
		<b>Total:</b> _____ <span style="float: right;">\$17,000.00</span>	
		<b>Source of Funds</b>	
		<b>Federal:</b> _____ <span style="float: right;">\$17,000.00</span>	
		<b>State:</b> _____	
		<b>Local:</b> _____ <span style="float: right;">\$0.00</span>	
		<b>Total:</b> _____ <span style="float: right;">\$17,000.00</span>	
<b>Telephone</b> 816-524-4302		<b>Fax</b> 816-795-1969	
<b>Contract Period</b> <b>Effective:</b> 10/01/2019 <b>Through:</b> 09/30/2020		<b>Prepared By</b> Wilson, Scott	

_____ <b>Subrecipient Authorizing Official</b>	_____ <b>Date</b>
_____ <b>Subrecipient Project Director</b>	_____ <b>Date</b>
_____ <b>MHTC Authorizing Official</b>	_____ <b>Date</b>

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$17,000.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

**IN ORDER TO RECEIVE FEDERAL FUNDING, THE SUBRECIPIENT AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.**

**I. RELATIONSHIP**

The relationship of the Subrecipient to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Subrecipient shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Subrecipient.

**II. GENERAL REQUIREMENTS**

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS**

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

**IV. EQUIPMENT**

**A. PROCUREMENT:** Subrecipient may use its own procurement regulations which reflect applicable state/local laws, rules and regulations provided they adhere to the following:

1. Equipment with a cost of \$3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
4. Subrecipients shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
5. If for some reason the low bid is not acceptable, the Subrecipient must have written approval from the MHTC prior to bid approval and purchase.
6. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.

**B. DISPOSITION:** The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. Subrecipient must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

**C. REPLACEMENT:** No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength .

**V. FISCAL RESPONSIBILITY**

**A. MAINTENANCE OF RECORDS:** The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.

**B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE:** The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Final payment is contingent upon receipt of final voucher. **AUDITS:** Subrecipient will be responsible for the required supporting documentation no later than 30 days after the end of the contract period.

**C. ACCOUNTING:** The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

**D. OMB AUDIT:** A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

**VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010,

([https://www.fsrs.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)) by reporting to FSRS.gov for each sub-grant awarded:

- A. Name of the entity receiving the award;
- B. Amount of the award;
- C. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;
- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. A unique identifier (DUNS);
- F. The names and total compensation of the five most highly compensated officers of the entity if:
  - 1. the entity in the preceding fiscal year received-
    - a. 80 percent or more of its annual gross revenues in Federal awards;
    - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
  - 2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

**VII. TERMINATION**

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient or its subcontractor under the provisions of this contract. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

**VIII. NONDISCRIMINATION**

**(applies to subrecipients as well as States)**

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

The State highway safety agency-

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Insert in all contracts and funding agreements with other State or private entities the following clause:

During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State Office of Highway Safety, US DOT or NHTSA;

4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
5. To insert this clause, including paragraphs 1 through 5, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

**IX. STATUTORY AND REGULATORY REQUIREMENTS**

**A. COMPLIANCE:** The Subrecipient must comply with the following Statutes or Rules:

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. Statewide Traffic Accident Records System (STARS) 43.250 RSMo--Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
4. Uniform Crime Reporting RSMo 43.505--Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
5. Racial Profiling RSMo 590.650--Law enforcement agency to file a report to the Attorney General each calendar year.
6. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015.

**X. PRODUCTION & DEVELOPMENT COSTS** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

**XI. INDEMNIFICATION** Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

**OPTION 1:**

**A.** To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.

**B.** The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement:

1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and
2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

**C.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

**OPTION 2:**

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's performance of its obligations under this Agreement.



**XII. AMENDMENTS** The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC.

**XIII. MHTC REPRESENTATIVE** The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement. The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.

**XIV. ASSIGNMENT** The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

**XV. LAW OF MISSOURI TO GOVERN** This Agreement shall be construed according to the laws of the State of Missouri. The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

**XVI. VENUE** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

**XVII. SECTION HEADINGS** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

**XVIII. NONSEGREGATED FACILITIES**  
(Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

**XIX. FUNDING ORIGATION AND AUDIT INFORMATION**  
The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>CFDA#</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
164	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs

\*The Highway Safety and Traffic Division is aware of the pending 2018 change in CFDA numbers to Assistance Listings. At the time of this contract preparation, the final format of revised CFDA/Assistance Listings was not available from the U.S. General Services Administration (GSA). Once final CFDA numbers are available, the Highway Safety and Traffic Division will provide them via memo.

**XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The State will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing a drug-free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace.
  - 2. The Subrecipient's policy of maintaining a drug-free workplace.
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs.
  - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
  - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).

- C. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
  - a. Abide by the terms of the statement.
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D. Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E. Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination.
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

**XXI. POLITICAL ACTIVITY (HATCH ACT)  
(applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**XXII. CERTIFICATION REGARDING FEDERAL LOBBYING  
(applies to subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.
- B. If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**XXIII. RESTRICTION ON STATE LOBBYING  
(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**(applies to subrecipients as well as States)**

Instructions for Primary Certification (States)

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions:

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**XXV. BUY AMERICA ACT  
(applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
  2. All vehicles must be manufactured or assembled in the United States of America regardless of cost.
- [www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf](http://www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf)

**XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE  
(applies to subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**XXVII. POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at [www.trafficsafety.org](http://www.trafficsafety.org).

**XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

## CONTRACT REQUIREMENTS

### THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

Subrecipients offering the MHTC-funded courses must adhere to the following standard elements required for training contracts:

- A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.
- B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.
- C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:
  1. Title of the class
  2. Date(s) and location of class
  3. Printed Name and signature of attendees (unless otherwise prohibited)
  4. Name of agency/organization of each attendee
- D. To ensure cost effectiveness, every effort should be made to enroll a minimum of fifteen (15) students per class.
- E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

### THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

#### **A. PROBLEM IDENTIFICATION**

Subrecipient must develop a selected traffic enforcement plan by evaluating crash data involving fatal, disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.

#### **B. PROJECT ACTIVITIES**

1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
4. Subrecipient should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report Form*.
5. Subrecipient is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Highway Safety and Traffic Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, Drive Sober or Get Pulled Over campaign, Youth Seat Belt enforcement campaign, Child Passenger Safety campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: <https://mobilization.rejis.org/>.
6. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.
7. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

**C. PARTNERSHIPS**

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the general meetings and annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact (traffic safety task force).

**D. ALLOWABLE COSTS**

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects . Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Subrecipient at officer's standard rate of pay in accordance with Subrecipient policies and procedures regarding standard rate of pay and overtime rate of pay. The Subrecipient will not be reimbursed at the overtime rate for work that according to Subrecipient's own policies and procedures does not constitute overtime. Non- POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Exceptions to allowable costs may be made with prior written permission of the MHTC.

**E. DRUNK DRIVING ENFORCEMENT PROJECTS**

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts .
2. Agency should participate in quarterly enforcement efforts and the national impaired driving crackdown held annually.

**F. SOBRIETY CHECKPOINTS**

Unless otherwise prohibited by state statute or appropriation,

1. The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program .
2. Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.
3. Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

## PROBLEM IDENTIFICATION

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Aggressive driving can be any one of us, when we make the choice to drive over the speed limit; change lanes several times in a short distance and/or follow too closely. Aggressive driving is a costly decision, often made in an instant, but can have lifelong consequences. According to the National Highway Traffic Safety Administration, aggressive driving is when an individual commits a combination of moving traffic offenses so as to endanger other persons or property. During the last five years, the combination of aggressive driving behaviors contributed to 53 percent of fatalities and 46 percent of serious injuries in Missouri. Speed-related conditions, including exceeding the speed limit and too fast for conditions, accounted for the most fatalities of all aggressive driving behaviors. Nearly 37 percent of all Missouri fatalities over the last five years were speed-related.

Jackson County, Missouri remains atop the list of counties in Missouri with a significant amount of traffic crashes stemming from hazardous moving violations (HMV). Jackson County, Missouri had a total of 69,782 traffic crashes over the past three reporting years. Of these traffic crashes, 7576 were either caused by excessive speed, or this was a probable contributing factor, out of these traffic crashes 420 resulting in serious injury, and 108 resulted in fatalities.



## GOALS/OBJECTIVES

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### Core Performance Measure Goals

1. Based on an annual average increase of 5.75 percent in aggressive driving fatalities 2012-2017, Missouri is projecting 331.7 five-year average speed related fatalities by December 31, 2019.

### Other Performance Measure Goals

1. Based on an annual average increase of 2.53 percent in aggressive driving related fatalities from 2012 to 2017, Missouri is projecting 482.3 five-year average aggressive driving related fatalities by December 31, 2019.

Many of these traffic crashes are avoidable, but require a paradigm shift in the population to make avoidance a possibility. The Jackson County Sheriff's Office will conduct aggressive enforcement of HVM violations in selected areas of the county, established by crash mapping, in hopes that contacting drivers through traffic stops, or issuance of a citation, will create a long standing change in driving habits to prevent crashes in the future

## PROJECT DESCRIPTION

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Aggressive traffic enforcement to interdict hazardous moving violators , in high traffic crash areas. These enforcement periods will take place in two, four, or six hour increments and will have a minimum of three contacts per hour. All stops will be documented by use of REJIS mobile ticketing by either a citation, or warning, and backed up by a traffic analysis report for all stops.

**SUPPLEMENTAL INFORMATION**

<u>Question</u>	<u>Answer</u>
<b>You must answer the following questions.</b>	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.  Often times there are remaining balances in funding, but at the Jackson County Sheriff's Office we strive to ensure that all funds are utilized to accomplish the original mission and not used frivolously. Any unexpended balances are primarily due to lack of participation, but this is being combated internally to get total buy in by the rank and file.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	

Please use the most current 12-months of data available for answering questions 18-23. Include ALL of your agency's statistics, not just those issued during grant activity.

18 Total number of DWI violations written by your agency.	390
19 Total number of speeding violations written by your agency.	925
20 Total number of HVM violations written by your agency.	1691
21 Total number of child safety/booster seat violations written by your agency.	48
22 Total number of safety belt violations written by your agency.	48
23 Total number of sobriety checkpoints hosted.	0

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24 Total number of traffic crashes.	69782
25 Total number of traffic crashes resulting in a fatality.	263
26 Total number of traffic crashes resulting in a serious injury.	1750
27 Total number of speed-related traffic crashes.	7576
28 Total number of speed-related traffic crashes resulting in a fatality.	108
29 Total number of speed-related traffic crashes resulting in a serious injury.	420
30 Total number of alcohol-related traffic crashes.	1942
31 Total number of alcohol-related traffic crashes resulting in a fatality.	39
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	154
33 Total number of unbuckled fatalities.	95
34 Total number of unbuckled serious injuries.	266

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	104
36 Total number of commissioned patrol and traffic officers.	50
37 Total number of commissioned law enforcement officers available for overtime enforcement.	100
38 Total number of vehicles available for enforcement.	100
39 Total number of radars/lasers.	16

40	Total number of in-car video cameras.	70
41	Total number of PBTs.	16
42	Total number of Breath Instruments.	6

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

- I-70 from east to west limits of Jackson County
- I-49 / US-71 Highway from north to south limits of Jackson County
- 1-435 through out Jackson County
- MO-291 Hwy from north to south limits of Jackson County
- MO-7 Hwy from north to south limits of Jackson County
- US-24 Hwy / Independence Ave. from east to west limits of Jackson County
- M-78 Hwy / 23rd St. from east to west limits of Jackson County
- Truman Rd. from east to west limits of Jackson County
- US-40 Hwy from east to west limits of Jackson County

All surface streets and ancillary roadways and feeder roadways with identified traffic crash probability and /or HMV problems (speeding, drag racing, hill jumping etc.)

44 Enter the number of enforcement periods your agency will conduct each month. 15

45 Enter the months in which enforcement will be conducted.

All months, October through September.

46 Enter the days of the week in which enforcement will be conducted.

Monday through Sunday.

47 Enter the time of day in which enforcement will be conducted.

During highest vehicular traffic times (i.e. rush hour and the hours preceding and following), and during identified high traffic crash hours for the particular area selected by the deputy.

48 Enter the number of officers assigned during the enforcement period. 1

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

## PROJECT EVALUATION

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The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract\*
6. Accomplishing the Objectives\* established to meet the project Goals, such as:
  - Enforcement activities (planned activities compared with actual activities)
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
  - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
  - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis .

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

\*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

The Jackson County Sheriff's Office will utilize the MSHP Crash Mapping utility to establish the areas most needing saturation, solidified by traffic crash numbers. The efficiency of the location selection, and overall project parameters, will be evaluated utilizing the same information quarterly.

**ADDITIONAL FUNDING SOURCES**

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**BUDGET**

<b>Category</b>	<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Cost</b>	<b>Total</b>	<b>Local</b>	<b>Total Requested</b>
<b>Personnel</b>							
	Overtime and Fringe	Deputy Overtime	1.00	\$12,500.00	\$12,500.00	\$0.00	\$12,500.00
					<b>\$12,500.00</b>	<b>\$0.00</b>	<b>\$12,500.00</b>
<b>Training</b>							
	Professional Development	Attendance for all members of the TSU for the annual LETSAC training conference, including lodging, meals, and registration.	6.00	\$750.00	\$4,500.00	\$0.00	\$4,500.00
					<b>\$4,500.00</b>	<b>\$0.00</b>	<b>\$4,500.00</b>
<b>Total Contract</b>					<b>\$17,000.00</b>	<b>\$0.00</b>	<b>\$17,000.00</b>



**ATTACHMENTS**

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**Document Type**  
WORD

**Description**  
County Authorization Form

**Original File Name**  
Authorization Form.pdf

**Date Added**  
02/11/2019

**REQUEST FOR LEGISLATIVE ACTION  
EXECUTIVE OFFICE**

SEP 26 '19 PM 2:24

**Version 6/10/19**

Completed by County Counselor's Office:

~~Res~~ Ord No.: 5275

Sponsor(s): Crystal Williams

Date: October 7, 2019

SEP 26 2019

<p><b>SUBJECT</b></p>	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Jackson County Sheriff's Office Hazardous Moving Violation Enforcement. An ordinance to appropriate \$17,000.00 from the undesignated fund balance and to authorize the County Executive to execute an agreement with the Missouri Traffic and Highway Safety Division in acceptance of a grant awarded by the Missouri Department of Transportation (hereinafter referred to as MODOT) to the Sheriff's Office. Contract # 20-PT-02-019</p>																						
<p><b>BUDGET INFORMATION</b>  <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$17,000.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0.00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$17,000.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$ <i>Sm</i></td> </tr> <tr> <td>Source of funding (name of fund) and account code number;; From Grant Fund – 010; Undesignated Fund Balance – 2810</td> <td>\$17,000.00</td> </tr> <tr> <td>To: Grant Fund 010 HMV Enforcement 4282</td> <td>TO ACCT:</td> </tr> <tr> <td>Overtime – 55030</td> <td>\$11,543.75</td> </tr> <tr> <td>FICA – 55040</td> <td>\$956.25</td> </tr> <tr> <td>Education benefits – 56750</td> <td>\$1,110.00</td> </tr> <tr> <td>Travel expense – 56140</td> <td>\$3,390.00</td> </tr> <tr> <td><b>TOTAL:</b></td> <td><b>\$17,000.00</b></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></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): <i>\$17,000 Sm</i>  Prior Year Actual Amount Spent (if applicable): <i>\$5,078.43 Sm</i></p>	Amount authorized by this legislation this fiscal year:	\$17,000.00	Amount previously authorized this fiscal year:	\$0.00	Total amount authorized after this legislative action:	\$17,000.00	Amount budgeted for this item * (including transfers):	\$ <i>Sm</i>	Source of funding (name of fund) and account code number;; From Grant Fund – 010; Undesignated Fund Balance – 2810	\$17,000.00	To: Grant Fund 010 HMV Enforcement 4282	TO ACCT:	Overtime – 55030	\$11,543.75	FICA – 55040	\$956.25	Education benefits – 56750	\$1,110.00	Travel expense – 56140	\$3,390.00	<b>TOTAL:</b>	<b>\$17,000.00</b>
Amount authorized by this legislation this fiscal year:	\$17,000.00																						
Amount previously authorized this fiscal year:	\$0.00																						
Total amount authorized after this legislative action:	\$17,000.00																						
Amount budgeted for this item * (including transfers):	\$ <i>Sm</i>																						
Source of funding (name of fund) and account code number;; From Grant Fund – 010; Undesignated Fund Balance – 2810	\$17,000.00																						
To: Grant Fund 010 HMV Enforcement 4282	TO ACCT:																						
Overtime – 55030	\$11,543.75																						
FICA – 55040	\$956.25																						
Education benefits – 56750	\$1,110.00																						
Travel expense – 56140	\$3,390.00																						
<b>TOTAL:</b>	<b>\$17,000.00</b>																						
<p><b>PRIOR LEGISLATION</b></p>	<p>Prior ordinances and (date): <i>3145 (9/10/18) Sm</i>  Prior resolutions and (date):</p>																						
<p><b>CONTACT INFORMATION</b></p>	<p>RLA drafted by (name, title, &amp; phone): Sgt. Doug Blodgett TSU Sergeant 816-316-6440</p>																						
<p><b>REQUEST SUMMARY</b></p>	<p>Accept and Appropriate \$17,000.00 from the Undesignated Fund Balance and to authorize the County Executive to execute an agreement with the Traffic and Highway Safety Division of the Missouri Department of Transportation. The grant awarded in the amount of \$17,000.00, and does not require any matching funds.</p> <p>The term of this grant is from 01 October, 2019 to 30 September, 2020.</p> <p>The Goal of this grant is to fund the Jackson County Sheriff's Office and the subsequent enforcement action, in an effort to decrease speed and hazardous driving related injury and fatality crashes in Jackson County, Missouri.</p>																						
<p><b>CLEARANCE</b></p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)</p>																						

	<input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals	
ATTACHMENTS	MODOT Contract #20-PT-02-019	
REVIEW	Department Director: <i>A. Mason</i> <i>D. G...</i>	Date: 9-24-2019
	Finance (Budget Approval): <i>If applicable</i> <i>Sarah Mason</i>	Date: 9/26/19
	Division Manager: <i>Shirley Mason</i>	Date: 9-26-19
	County Counselor's Office: <i>Bryan Conroy</i>	Date: 10/2/19

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	\$17,000.00

- 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.

## Supplemental Appropriation Request Jackson County, Missouri

Funds sufficient for this appropriation are available from the source indicated below.

Date:	September 26, 2019		ORD # <u>5275</u>
<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
<b>Grant Fund - 010</b>			
4282 - HMV Enforcement	45935 - Increase Revenues	17,000	
2810	Undesignated Fund Balance		17,000
2810	Undesignated Fund Balance	17,000	
4282 - HMV Enforcement	55030 - Overtime Salaries		11,544
4282 - HMV Enforcement	55040 - FICA Taxes		956
4282 - HMV Enforcement	56140 - Travel Expense		3,390
4282 - HMV Enforcement	56750 - Education Benefits		1,110

 9/26/19  
Budgeting

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** transferring \$120,000.00 within the 2019 General Fund, to cover the costs of maintenance and repairs within Department of Corrections facilities.

**RESOLUTION NO. 20275**, October 7, 2019

**INTRODUCED BY** Ronald E. Finley, County Legislator

WHEREAS, the Department of Corrections has a continuing need for onsite contracted services for inspection and maintenance of fire suppression systems, fire alarms, elevators, and for routine and generator testing, among other needs; and,

WHEREAS, in addition to these routine maintenance activities, the Facilities Management Division makes specialized repairs to plumbing, electrical, and mechanical systems necessitated by age, abuse, and/or preventive maintenance protocols; and,

WHEREAS, while the funds necessary to provide these services were requested in the Public Works Department's initial budget submission, they were not included in the County's finally adopted 2019 Budget; and,

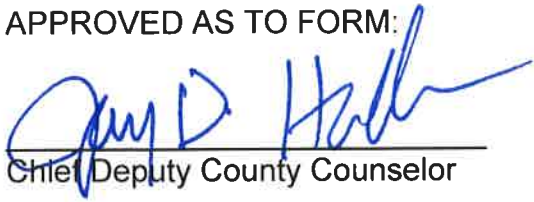
WHEREAS, a transfer is now necessary to cover these costs; now therefore,

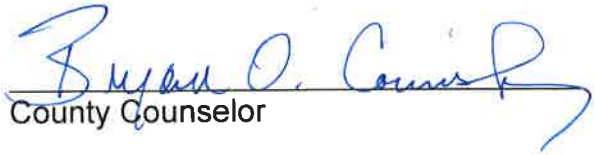
**BE IT RESOLVED** by the County Legislature of Jackson County, Missouri, that the following transfer within the 2019 General Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund Non-Departmental 001-5101	58020-Buildings & Improvements	\$ 120,000	
Facilities Mgmt. Correctional Facility			
001-1210	56510-Maint & Repair Buildings		\$70,000
001-1210	57330-Plumbing Supplies		\$20,000
001-1210	57360-Electrical Supplies		\$ 5,000
001-1210	57370-Building Operating Supp.		\$15,000
001-1210	57371-HVAC Supplies		\$10,000

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20275 of October 7, 2019, as duly passed on \_\_\_\_\_, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

Funds sufficient for this transfer are available from the source indicated below.

ACCOUNT NUMBER: 001 5101 58020  
ACCOUNT TITLE: General Fund  
Non-Departmental  
Buildings Improvements  
NOT TO EXCEED: \$120,000.00

10/3/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

**REQUEST FOR LEGISLATIVE ACTION**

**EXECUTIVE OFFICE**

**Version 6/10/19**

Completed by County Counselor's Office:

Res/Ord No.: 20275

Sponsor(s): Ronald E. Finley

Date: October 7, 2019

SEP 20 2019

<p><b>SUBJECT</b></p>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: Requesting a Transfer of \$120,000 within the General Fund for Maintenance Purposes at the Department of Corrections.</p>																								
<p><b>BUDGET INFORMATION</b>  <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$120,000</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$120,000</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: FROM:</td> <td></td> </tr> <tr> <td>001 (General Fund)-5101 (Non-Departmental)-58020 (Buildings &amp; Improvements)</td> <td>\$120,000</td> </tr> <tr> <td>TO:</td> <td></td> </tr> <tr> <td>001 (General Fund)-1210-56510 (Maint &amp; Repair - Buildings)</td> <td>\$70,000</td> </tr> <tr> <td>001 (General Fund)-1210-57330 (Plumbing Supplies)</td> <td>\$20,000</td> </tr> <tr> <td>001 (General Fund)-1210-57360 (Electrical Supplies)</td> <td>\$5,000</td> </tr> <tr> <td>001 (General Fund)-1210-57370 (Building Operating Supplies)</td> <td>\$15,000</td> </tr> <tr> <td>001 (General Fund)-1210-57371 (HVAC Supplies)</td> <td>\$10,000</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></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):          Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$120,000	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$120,000	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number: FROM:		001 (General Fund)-5101 (Non-Departmental)-58020 (Buildings & Improvements)	\$120,000	TO:		001 (General Fund)-1210-56510 (Maint & Repair - Buildings)	\$70,000	001 (General Fund)-1210-57330 (Plumbing Supplies)	\$20,000	001 (General Fund)-1210-57360 (Electrical Supplies)	\$5,000	001 (General Fund)-1210-57370 (Building Operating Supplies)	\$15,000	001 (General Fund)-1210-57371 (HVAC Supplies)	\$10,000
Amount authorized by this legislation this fiscal year:	\$120,000																								
Amount previously authorized this fiscal year:	\$0																								
Total amount authorized after this legislative action:	\$120,000																								
Amount budgeted for this item * (including transfers):	\$0																								
Source of funding (name of fund) and account code number: FROM:																									
001 (General Fund)-5101 (Non-Departmental)-58020 (Buildings & Improvements)	\$120,000																								
TO:																									
001 (General Fund)-1210-56510 (Maint & Repair - Buildings)	\$70,000																								
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001 (General Fund)-1210-57370 (Building Operating Supplies)	\$15,000																								
001 (General Fund)-1210-57371 (HVAC Supplies)	\$10,000																								
<p><b>PRIOR LEGISLATION</b></p>	<p>Prior ordinances and (date):          Prior resolutions and (date):</p>																								
<p><b>CONTACT INFORMATION</b></p>	<p>RLA drafted by (name, title, &amp; phone): Brian Gaddie, Director of Public Works, 881.4496</p>																								
<p><b>REQUEST SUMMARY</b></p>	<p>In order to properly maintain the Department of Corrections facilities, Public Works and Facilities Management require certain funding in place. This Resolution requests that funding be restored to complete the necessary routine services in these correctional facilities.</p> <p>Facilities Management as part of its' typical services, maintains the buildings systems in a proactive manner which requires routine expenditures to be made. These areas of expected monthly maintenance include onsite contracted services to inspect and maintain various systems such as the fire suppression system, the fire alarm system, elevator maintenance, routine generator testing, among many others.</p> <p>In addition to the routine known maintenance activities, the Facilities Management Division makes typical repairs to the plumbing, electrical and mechanical systems caused by age, abuse or preventive maintenance protocols. These activities create a second category of costs necessary to maintain the facilities.</p> <p>These two sets of activities create a monthly cost of \$25k-\$30k in predictable and known costs. Given that there are a small amount of appropriations remaining in the 6510 account we are requesting the transfer of funds to cover the remaining routine costs through the end of 2019.</p>																								



CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals	
ATTACHMENTS		
REVIEW	Department Director:	Date: 9.10.19
	Finance (Budget Approval): <i>If applicable</i>	Date: 9/10/19
	Division Manager:	Date: 9-23-19
	County Counselor's Office:	Date: 10/2/19

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 transfer are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
001-5101-58020	General Fund -- Non-Departmental -- Buildings & Improvements	\$120,000

- 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.

**Fiscal Note:**

Funds sufficient for this transfer are available from the sources indicated below.

PC# \_\_\_\_\_

Date: September 20, 2019

RES # 20275

Department / Division	Character/Description	From	To
<b>001</b>	<b>General Fund</b>		
5101	Non-Departmental - General	58020 Buildings & Improvements	\$ 120,000      \$ -
1210	Fac. Mgmt. Correctional Facility	56510 Maint. & Repair - Buildings	-              70,000
1210	Fac. Mgmt. Correctional Facility	57330 Plumbing Supplies	-              20,000
1210	Fac. Mgmt. Correctional Facility	57360 Electrical Supplies	-              5,000
1210	Fac. Mgmt. Correctional Facility	57370 Building Operating Supplies	-              15,000
1210	Fac. Mgmt. Correctional Facility	57371 HVAC Supplies	-              10,000
		\$ 120,000	\$ 120,000


 \_\_\_\_\_  
 Budget Officer

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** transferring \$26,000.00 within the 2019 General Fund to cover the cost of plat scanners, copiers, and printers for use by the Recorder of Deeds Department.

**RESOLUTION NO. 20276**, October 7, 2019

**INTRODUCED BY** Crystal Williams, County Legislator

WHEREAS, the Recorder of Deeds Department has a need for plat scanners, copiers, and printers to accurately and quickly scan and reproduce recorded documents; and,

WHEREAS, the department's current printers are outdated and have exceeded their useful lives; and,

WHEREAS, the needed printers are available from either an existing term and supply vendor or via an informal bid under section 1040. of the County Code; and,

WHEREAS, a transfer is necessary in order to place the needed funds in the proper spending account; now therefore,

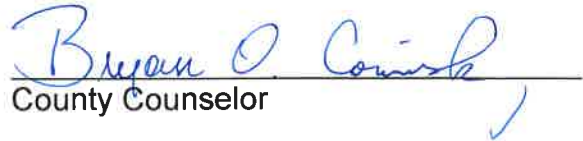
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be made within the 2019 General Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
Records			
001-1801	55010- Regular Salaries	\$26,000	
001-1801	58172- Printers		\$26,000

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20276 of October 7, 2019, was duly passed on \_\_\_\_\_, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

Funds sufficient for this transfer are available from the source indicated below.

ACCOUNT NUMBER: 001 1801 55010  
ACCOUNT TITLE: General Fund  
Records  
Regular Salaries  
NOT TO EXCEED: \$26,000.00

10/3/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

**REQUEST FOR LEGISLATIVE ACTION**  
**EXECUTIVE OFFICE**

OCT 2 '19 AM 8:27

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 20276

Sponsor(s): Crystal Williams

Date: October 7, 2019

OCT - 1 2019

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>To authorize the County Executive to transfer funds from 001-1801-55010 to 001-1801-58172 to purchase plat scanners/copiers and printers.</u></p>											
<p>BUDGET INFORMATION  <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="326 562 1458 785"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$26,000</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$26,000</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: Recorder of Deeds, Regular Salaries, 001-1801-55010 to Recorder of Deeds, Printers, 001-1801-58172</td> <td>\$26,000</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): _____  Prior Year Actual Amount Spent (if applicable): _____</p>		Amount authorized by this legislation this fiscal year:	\$26,000	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$26,000	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number: Recorder of Deeds, Regular Salaries, 001-1801-55010 to Recorder of Deeds, Printers, 001-1801-58172	\$26,000
Amount authorized by this legislation this fiscal year:	\$26,000											
Amount previously authorized this fiscal year:	\$0											
Total amount authorized after this legislative action:	\$26,000											
Amount budgeted for this item * (including transfers):	\$0											
Source of funding (name of fund) and account code number: Recorder of Deeds, Regular Salaries, 001-1801-55010 to Recorder of Deeds, Printers, 001-1801-58172	\$26,000											
PRIOR LEGISLATION	<p>Prior ordinances and (date): None.  Prior resolutions and (date): None.</p>											
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Robert T. Kelly, Director, Recorder of Deeds, 881-3191.</p>											
REQUEST SUMMARY	<p>Whereas it is in the best interest of the County that the Recorder of Deeds be able to accurately and quickly scan and reproduce recorded documents, we are requesting funds to replace outdated and inoperable printers in the Kansas City and Independence offices.</p> <p>Requesting approval to transfer funds from Regular Salaries to Printers in the amount of \$26,000.</p>											
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>											
COMPLIANCE	<p><input type="checkbox"/> MBE Goals  <input type="checkbox"/> WBE Goals  <input type="checkbox"/> VBE Goals</p>											
ATTACHMENTS	<p>None.</p>											
REVIEW	<table border="1" data-bbox="321 1709 1549 1955"> <tr> <td>Department Director: <i>Robert T. Kelly</i></td> <td>Date: 10/1/2019</td> </tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i></td> <td>Date: 10/1/19</td> </tr> <tr> <td>Division Manager: <i>[Signature]</i></td> <td>Date: 10/2/19</td> </tr> <tr> <td>County Counselor's Office: <i>Bryan Cantrich</i></td> <td>Date: 10/3/19</td> </tr> </table>		Department Director: <i>Robert T. Kelly</i>	Date: 10/1/2019	Finance (Budget Approval): <i>If applicable</i>	Date: 10/1/19	Division Manager: <i>[Signature]</i>	Date: 10/2/19	County Counselor's Office: <i>Bryan Cantrich</i>	Date: 10/3/19		
Department Director: <i>Robert T. Kelly</i>	Date: 10/1/2019											
Finance (Budget Approval): <i>If applicable</i>	Date: 10/1/19											
Division Manager: <i>[Signature]</i>	Date: 10/2/19											
County Counselor's Office: <i>Bryan Cantrich</i>	Date: 10/3/19											

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 \_\_\_\_\_.
- X 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:
55010		

- 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.

**Fiscal Note:**

Funds sufficient for this transfer are available from the sources indicated below.

PC# \_\_\_\_\_

Date: October 1, 2019

RES # 20276


<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
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**001 General Fund**

1801 Records	55010 Regular Salaries	\$ 26,000	\$ -
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1801 Records	58172 Printers	-	26,000
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	\$ 26,000	\$ 26,000
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 10/1/19  
Budget Officer

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** transferring \$39,950.00 within the 2019 General Fund and authorizing the County Counselor to execute an addendum to the Legal Services Agreement with Hogan Lovells LLP of Washington, D.C., at an actual cost to the County not to exceed \$169,000.00, for services to be performed in 2019.

**RESOLUTION NO. 20277**, October 7, 2019

**INTRODUCED BY** Theresa Galvin, County Legislator

WHEREAS, the County Counselor recommends that he be authorized to execute an addendum to the Legal Services Agreement with Hogan Lovells LLP, of Washington D.C., relating to the pending Rock Island Rail Corridor administrative proceeding, at an actual cost to the County not to exceed \$169,000.00 over the remainder at 2019; and,

WHEREAS, a transfer is necessary to make available a portion of the required funds in the proper spending account; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be made within the 2019 General Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
001-1101	55010-Regular Salaries	\$39,950	
001-1101	56020- Legal Services		\$39,950




BE IT FURTHER RESOLVED by the County Legislature of Jackson County, Missouri, that the County Counselor be and hereby is authorized to execute an addendum to the Legal Services Agreement with Hogan Lovells LLP, for a term ending December 31, 2019, at an actual cost to the County not exceed \$169,000.00; and,

BE IT FURTHER RESOLVED that the Director of the Department of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the original contract and all addenda thereto.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

**Certificate of Passage**

I hereby certify that the attached resolution, Resolution No. 20277 of October 7, 2019, was duly passed on \_\_\_\_\_, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

Funds sufficient for this transfer are available from the source indicated below.

ACCOUNT NUMBER: 001 1101 55010  
ACCOUNT TITLE: General Fund  
County Counselors  
Regular Salaries  
NOT TO EXCEED: \$39,950.00

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.

ACCOUNT NUMBER: 001 1101 56020  
ACCOUNT TITLE: General Fund  
County Counselors  
Legal Services  
NOT TO EXCEED: \$169,000.00

10/3/19  
Date

  
Chief Administrative Officer

**Fiscal Note:**

Funds sufficient for this transfer are available from the sources indicated below.

PC# \_\_\_\_\_

Date: October 3, 2019

RES # 20277


Department / Division	Character/Description	From	To
<b>001 General Fund</b>			
1101 County Counselor	55010 Regular Salaries	\$ 39,950	\$ -
1101 County Counselor	56020 Legal Services	-	39,950

**Fiscal Note:**

This expenditure was included in the Annual Budget

PC# \_\_\_\_\_

Department / Division	Character/Description	Not to Exceed
<b>001 General Fund</b>		
1101 County Counselor	56020 Legal Services	\$ 169,000

 10/2/19  
Budget Officer

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the County Executive to execute a Cooperation Agreement with the Kansas City Downtown Streetcar Transportation Development District (TDD) for the collection of Kansas City Downtown Streetcar Transportation Development District special assessments.

**RESOLUTION NO. 20278**, October 7, 2019

**INTRODUCED BY** Crystal Williams, County Legislator

WHEREAS, the Kansas City Downtown Streetcar Transportation Development District (TDD) was organized under sections 238.000 to 238.275, RSMo; and,

WHEREAS, by a mail-in election held December 11, 2012, the TDD was authorized to levy certain special assessments against real property in the TDD; and,

WHEREAS, the TDD Act provides that the County Collector is to collect these special assessments in accordance with the provision of the TDD Act; and,

WHEREAS, pursuant to Resolution 18255, dated September 9, 2013, the County did enter into a Cooperative Agreement for Collection of Kansas City Downtown Streetcar Special Assessments to govern how these special assessments are to be collected by the County and distributed to the TDD; and,

WHEREAS, the County Director of Collections and the TDD have recently met and agreed to revise these collection and distribution procedures; and,

WHEREAS, the attached Amended and Restated Cooperative Agreement is a suitable mechanism by which to implement the new understanding of the parties in this regard; and,

WHEREAS, the execution of this Amended Agreement is in the best interests of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the attached Amended and Restated Cooperative Agreement for Collection of Kansas City Downtown Streetcar TDD special Assessment with the Kansas City Downtown Streetcar Transportation Development District be and hereby is approved; and,

BE IT FURTHER RESOLVED that the County Executive be and hereby is authorized to execute the attached Amended and Restated Cooperative Agreement with the Kansas City Downtown Streetcar Transportation Development District.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20278 of October 7, 2019, was duly passed on \_\_\_\_\_, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

**AMENDED AND RESTATED COOPERATIVE AGREEMENT FOR COLLECTION OF  
KANSAS CITY DOWNTOWN STREETCAR TDD SPECIAL ASSESSMENTS**

This Agreement is made and entered into effective as of September 27, 2019 (the “**Effective Date**”), by and between Jackson County, Missouri (“**County**”), and the Kansas City Downtown Streetcar Transportation Development District (“**District**”).

WITNESSETH:

**WHEREAS**, the District is a political subdivision of the State of Missouri, organized under RSMo Sections 238.200 to 238.275, as amended ( the “**TDD Act**”) by order of the Jackson County Circuit Court entered on April 27<sup>th</sup>, 2012, and having authority to enter into this Agreement pursuant to RSMo Sections 70.210 to 70.230; and

**WHEREAS**, on December 11, 2012, in a mail-in election called in an Order Calling For a Sales Tax and Special Assessment Election entered by the Circuit Court of Jackson County in Case Number 1216-CV02419 (the “**Order**”), the District was authorized to levy certain special assessments against real property in the District as set forth in Question 2 of the ballot attached to the Order as Exhibit A (the “**Ballot**”), specifically a “Real Property Assessment” based on the market value of the applicable parcel according to the records of the Jackson County Assessor and as more particularly described in the Ballot (the “**Property Assessments**”) and a “Surface Parking Assessment based on the number of “Pay Parking Spaces” in a “Surface Pay Parking Lot”, as more particularly described in the Ballot (the “**Parking Assessments**” and together with the Property Assessments, the “**Special Assessments**” and individually, “**Special Assessment**”); and

**WHEREAS**, the TDD Act provides that the county collector is to collect special assessments imposed by a transportation development district such as the District in accordance with the provisions of the TDD Act; and

**WHEREAS**, the District and the County previously entered into a Cooperative Agreement for Collection of Kansas City Downtown Streetcar TDD Special Assessments dated as of September 16, 2013 pursuant to which the County is collecting the District’s Special Assessments in amounts calculated by the District using parcel values provided to the District by the County (the “**Original Agreement**”); and

**WHEREAS**, the District and the County desire to provide that the calculation of the Special Assessments will in the future be performed by the County instead of the District, and the parties desire to amend and restate the Original Agreement as set forth herein.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed by the parties as follows:

1. (a) The County will include on its annual joint governmental property tax bills the Special Assessments levied by the District which are levied for the tax year of the annual tax bill (collectively, “**Annual TDD Special Assessments**”, and individually, “**Annual TDD Special**



**Assessment**”). The Annual TDD Special Assessments will be calculated by the County provided that by October 1 of said tax year:

- i. The District provides the County with any rates that may have changed in the preceding year.
- ii. The District provides the County with a shape file of the boundary of the District.
- iii. The District provides the County with a list of accounts determined by the District to be owned by non-profit entities but subject nevertheless to the Special Assessments.
- iv. The District provides the County with a list of accounts determined to be exempt from the charge.
- v. The District provides the County the amount of any Parking Assessments against an account.

The County shall provide to the District a list of accounts within the boundary of the District with the classification of each account (i.e., residential, commercial, mixed-use, and noting whether constitutionally exempt) within seven (7) business days after receipt of the shape file from the District.

Upon written request by the District, the County, in the County’s sole and absolute discretion, may include on non-annual property tax bills Special Assessments levied by the District which are levied for the tax year of the tax bill, provided that such Special Assessments are calculated in the same means as laid out in Section 1(a) of this agreement (collectively, **“Non-Annual TDD Special Assessments”**, and individually, **“Non-annual TDD Special Assessment”**). Non-Annual TDD Special Assessments that are to be billed by the County will be billed by the County within sixty (60) days after such Special Assessments are calculated as laid out in Section 1(a) of this agreement, Any Special Assessment requested by the District as laid out in Section 1(a) for inclusion in a County property tax bill under this section received after October 1 of the applicable tax year shall be deemed to constitute a request by the District for said Special Assessment to be included in a non-annual property tax bill of the County as a Non-annual TDD Special Assessment. The District reserves the right to bill and collect any or all of the Special Assessments itself, provided, however, that any Special Assessment included on a County tax bill that is collected directly by the District instead of the County shall be considered uncollectible by the County due to the District’s dismissal thereof for purposes of Section 6, hereof, and the District shall promptly notify the County in writing of such dismissal.

(b) As laid out in section 1(a), the District’s request for billing of Special Assessments by the County shall include the parcel number of each parcel against which such Special Assessment has been levied. The County will then calculate the amount of such Special Assessment levied against each such parcel. The County contemplates using GIS mapping, valuation and other data generated and maintained by the County (**“County Property Tax Records”**) in the County’s calculation and determination of the amounts of Property Assessments and the District’s determination of the parcels against which such Property Assessments are levied. Any Special Assessment that is to be billed or re-billed for the District by the County as part of a non-annual property tax bill as a direct result of inaccuracy in any County Property Tax Records provided by the County to the District (such as by way of

example, incorrect tax parcel identification numbers or account classifications) shall be deemed to be an Annual TDD Special Assessment for all purposes of this Agreement, and in the case of such a re-billing, shall be deemed together with the original billed Special Assessment to be one and the same Special Assessment for purposes of this Agreement.

(c) The County will assess interest on delinquent Special Assessments included on County tax bills at the same rates and in the same manner as interest on delinquent ad valorem real property taxes.

2. The County will accept payment of Special Assessments and related charges billed by the County by mail, in person, online or at any of the County's tax service locations, and in any event, at any location and in any manner that the County then accepts payment of property taxes.

3. All Special Assessments and any interest thereon collected by the County, less Authorized Deductions (defined below) shall be distributed by the County to the District via ACH (Automated Clearinghouse) on or before the fifteenth day of each month (collectively, "**Distributions**", and individually, "**Distribution**"); provided that the amounts impounded under RSMo Section 139.031 or otherwise not lawfully available for distribution due to protest or challenge ("**Impounds**") shall not be subject to distribution under this section. Each Distribution shall provide an itemization of all Authorized Deductions claimed by the County with respect to such Distribution in the same manner as provided with respect to deductions from tax distributions to the City of Kansas City, Missouri. As used herein, the term "**Authorized Deductions**" shall mean and include Collector's Commissions (defined below), Supplemental Processing Charges (defined below), Extraordinary Collection Costs (defined below), Indemnity Obligation Amounts (defined below), Record Maintenance Contributions (defined below), Correction Amounts (defined below), Impounds, and all other retentions, offsets and deductions that the County is authorized to deduct from distributions under this Agreement and/or Missouri law. Any amount required to be distributed to the District under this section shall be subject to offset for amounts previously distributed to the District that were assessed, collected or distributed in error ("**Correction Amounts**").

4. The County shall be entitled to a collection fee of one percent (1.0%) of all Special Assessments and any interest thereon collected by the County as consideration for the County's services with respect to such collection (the "**Collector's Commissions**"). To provide for payment of Collector's Commissions, the County may deduct said amounts from any distribution of monies made to the District by the County. Collector's Commissions shall be in addition to all other fees, deductions, offsets and reimbursements to which the County is entitled under other sections of this Agreement and/or Missouri law, shall be Authorized Deductions, and shall be in addition to all other Authorized Deductions.

5. The County shall be entitled to reimbursement by the District in the sum of twenty-five dollars (\$25) for each Non-annual TDD Special Assessment billed by the County, as reimbursement for additional labor, printing and postage costs associated with such billing and additional labor and other costs associated with the collection of such assessments ("**Supplemental Processing Charges**"). To provide for payment of Supplemental Processing Charges, the County may deduct said amounts from any distribution of monies made to the District by the County. Supplemental Processing Charges shall be in addition to all other fees,

deductions, offsets and reimbursements to which the County is entitled under other sections of this Agreement and/or Missouri law, shall be Authorized Deductions, and shall be in addition to all other Authorized Deductions.

6. In the event that any Special Assessment billed by the County under this Agreement is uncollectable by the County due to the District's failure or inability to support its claim in defense thereof, the District's retraction or dismissal thereof, the impropriety, invalidity or inaccuracy thereof, or the statute of limitations, then, provided that such circumstance is not the direct result of inaccuracy in the County's computation of the amount of the Special Assessment or inaccuracy in any County Property Tax Records (such as by way of example, incorrect tax parcel identification numbers or billing incorrect accounts), the County shall be entitled to reimbursement by the District of all expenses incurred by the County in connection with the billing and attempt to collect such uncollectible Special Assessments, as follows ("**Extraordinary Collection Costs**"): (a) the sum of ten dollars (\$10.00) for each such uncollectable Special Assessment as reimbursement for associated County labor costs; and (b) the pro rata portion of all other costs and fees (including, without limitation, attorney's fees and suit costs at statutory rates, publication costs and posting costs) allocable to each such uncollectable Special Assessment as reimbursement for such costs and fees. To provide for payment of Extraordinary Collection Costs, the County may deduct said amounts from any distribution of monies made to the District by the County. Extraordinary Collection Costs shall be in addition to all other fees, deductions, offsets and reimbursements to which the County is entitled under other sections of this Agreement and/or Missouri law, shall be Authorized Deductions, and shall be in addition to all other Authorized Deductions.

7. The County shall be entitled to reimbursement by the District for, and the District shall hold the County harmless from and indemnify and defend the County against, any and all claims, demands, actions, causes of action, suits, writs, judgments, damages, expenses and costs (including, without limitation, reasonable in-house and outside counsel attorney's fees and court costs) directly resulting from or arising out of any judicial challenge to the propriety, validity or accuracy of any Special Assessment certified to the County by the District, except to the extent that (a) such claim, demand, action, cause of action, suit or writ is the direct result of inaccuracy in any County Property Tax Records provided by the County to the District (such as by way of example, incorrect tax parcel identification numbers), and/or (b) the County fails to notify the District in writing promptly after receiving notice of the commencement of the applicable claim, demand, action, cause of action, suit or writ (a "**Claim Notice**"), and such failure results in prejudice to any defense by the District authorized in this section (the "**Indemnity Obligation**"). Any amounts owed to the County under the Indemnity Obligation shall be herein referred to as "**Indemnity Obligation Amounts**". To provide for payment of Indemnity Obligation Amounts, the County may deduct said amounts from any distribution of monies made to the District by the County. Indemnity Obligation Amounts shall be in addition to all other fees, deductions, offsets and reimbursements to which the County is entitled under other sections of this Agreement and/or Missouri law, shall be Authorized Deductions, and shall be in addition to all other Authorized Deductions. Notwithstanding the foregoing, the District shall have the right, at its option and its expense, to elect in writing to provide the County with a defense against such claim, demand, action, cause of action, suit or writ with counsel reasonably acceptable to the County (the "**Assumption of Defense Notice**"), in which event (a) the Indemnity Obligation will not include in-house or outside counsel attorney's fees except those incurred by the District for

the defense provided to the County and except those incurred by the County after the County gives the applicable Claim Notice to the District but prior to the County's receipt of the Assumption of Defense Notice, and (b) the District shall have the right to compromise and settle any such claim, demand, action, cause of action, suit or writ on terms acceptable to the District in its sole discretion, so long as the District obtains a complete release of the County from any such claim, demand, action, cause of action, suit or writ.

8. The District shall be solely responsible for any and all information provided to the County as required under Section 1(a). The District recognizes and acknowledges the significant costs incurred by the County in generating and maintaining County Property Tax Records, including, without limitation, computer systems acquisition and maintenance costs and labor costs, and agrees to reimburse the County for a portion of such costs by paying the County an amount equal to three tenths of one percent (0.3%) of all Special Assessments collected by the County ("**Record Maintenance Contributions**"). To provide for payment of Record Maintenance Contributions, the County may deduct said amounts from any distribution of monies made to the District by the County. Record Maintenance Contributions shall be in addition to all other fees, deductions, offsets and reimbursements to which the County is entitled under other sections of this Agreement and/or Missouri law, shall be Authorized Deductions, and shall be in addition to all other Authorized Deductions.

9. This Agreement shall be effective as of the Effective Date (but shall nevertheless apply with respect to the Special Assessments imposed by the District on January 1, 2013) and shall continue in force and effect unless terminated by either party upon thirty (30) days' notice to the other party. Notwithstanding the foregoing, the County may only exercise this right of voluntary termination by written notice given to the District between January 1 and June 1 of a calendar year. In the event of such termination, the provisions of this Agreement shall continue to apply with respect to Special Assessments certified to the County by the District prior to such termination.

10. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provisions of the Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

11. This Agreement incorporates the entire understanding and agreement of the parties with respect to the subject matter hereof.

[SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF**, this Agreement is executed in duplicate originals effective as of the date first written above.

**JACKSON COUNTY, MISSOURI**

By: \_\_\_\_\_  
Frank White, Jr., County Executive

ATTEST:

\_\_\_\_\_  
Printed Name: Mary Jo Spino  
Title: Clerk of the County Legislature

Approved as to form:

\_\_\_\_\_  
Bryan Covinsky, County Counselor

**KANSAS CITY DOWNTOWN STREETCAR  
TRANSPORTATION DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_  
Tammy Queen, Executive Director

**REQUEST FOR LEGISLATIVE ACTION**  
EXECUTIVE OFFICE

**Version 6/10/19**

Completed by County Counselor's Office:

Res/Ord No.: 20278

Sponsor(s): Crystal Williams

Date: October 7, 2019

SEP 25 2019

<p><b>SUBJECT</b></p>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: Authorizing the County Executive to execute an Amended Cooperative Agreement for the Kansas City Downtown Streetcar TDD Special Assessments with the Kansas City Downtown Streetcar Transportation Development District.</p>										
<p><b>BUDGET INFORMATION</b> To be completed By Requesting Department and Finance</p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$0</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td>n/a</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input checked="" 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): _____                  Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$0	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$0	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number:	n/a
Amount authorized by this legislation this fiscal year:	\$0										
Amount previously authorized this fiscal year:	\$0										
Total amount authorized after this legislative action:	\$0										
Amount budgeted for this item * (including transfers):	\$0										
Source of funding (name of fund) and account code number:	n/a										
<p><b>PRIOR LEGISLATION</b></p>	<p>Prior ordinances and (date): _____                  Prior resolutions and (date): Resolution 18255, 9/9/13</p>										
<p><b>CONTACT INFORMATION</b></p>	<p>RLA drafted by (name, title, &amp; phone): Whitney S Miller, Director of Collection, 816 881 3187</p>										
<p><b>REQUEST SUMMARY</b></p>	<p>Request is made for authorization of the County Executive to execute the Amended Cooperative Agreement with the Kansas City Downtown Streetcar Transportation Development District (Streetcar TDD) for collection of special assessment levied by the Streetcar TDD. Jackson County would calculate the assessments per the terms of the new amendment, include such assessments on County's annual joint governmental property tax bill, distribute such amounts collected by the County to the Streetcar TDD less fees &amp; deductions withheld by County pursuant to Missouri law &amp; the Cooperative Agreement.</p>										
<p><b>CLEARANCE</b></p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
<p><b>COMPLIANCE</b></p>	<p><input type="checkbox"/> MBE Goals  <input type="checkbox"/> WBE Goals  <input type="checkbox"/> VBE Goals</p>										
<p><b>ATTACHMENTS</b></p>	<p>Amended Cooperative Agreement for Collection of Kansas City Downtown Streetcar TDD Special Assessments</p>										
<p><b>REVIEW</b></p>	<table border="1"> <tr> <td>Department Director: <i>Whitney S Miller</i></td> <td>Date: 9/20/19</td> </tr> <tr> <td>Finance (Budget Approval): <i>NA</i> If applicable</td> <td>Date:</td> </tr> <tr> <td>Division Manager: <i>[Signature]</i></td> <td>Date: 9/26/19</td> </tr> <tr> <td>County Counselor's Office: <i>Bryan Camish</i></td> <td>Date: 9/26/19</td> </tr> </table>	Department Director: <i>Whitney S Miller</i>	Date: 9/20/19	Finance (Budget Approval): <i>NA</i> If applicable	Date:	Division Manager: <i>[Signature]</i>	Date: 9/26/19	County Counselor's Office: <i>Bryan Camish</i>	Date: 9/26/19		
Department Director: <i>Whitney S Miller</i>	Date: 9/20/19										
Finance (Budget Approval): <i>NA</i> If applicable	Date:										
Division Manager: <i>[Signature]</i>	Date: 9/26/19										
County Counselor's Office: <i>Bryan Camish</i>	Date: 9/26/19										

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:

- 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.

*ml*

This legislative action does not impact the County financially and does not require Finance/Budget approval.

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** recognizing October 2019 as Breast Cancer Awareness Month and supporting all Americans and their families who are affected by a breast cancer diagnosis.

**RESOLUTION NO. 20279**, October 7, 2019

**INTRODUCED BY** Ronald E. Finley, Crystal Williams, Theresa Galvin, Dan Tarwater III, Jalen Anderson, Tony Miller, Scott Burnett, Charlie Franklin, and Jeanie Lauer, County Legislators

WHEREAS, in recognition of National Breast Cancer Awareness Month this October, Jackson County, in conjunction with the American Cancer Society, Kansas City Parks & Recreation, and Truman Medical Center will host several events including the “pinking” of the J.C. Nichols Memorial Fountain on October 1, a Solidarity Walk on October 7, Jeans Days on Fridays during October, and a Mobile Mammography Bus on October 7 (Kansas City) and October 14 (Independence); and,

WHEREAS, in the United States, more than 268,000 women and about 2,600 men are diagnosed annually with breast cancer, making it the second most common form of cancer; and,

WHEREAS, according to the World Health Organization, breast cancer is the most common cancer among women worldwide, claiming the lives of hundreds of thousands of women each year and affecting countries at all levels of modernization; and,



WHEREAS, despite improvements in survivability, approximately 41,760 women will die annually from breast cancer; and,

WHEREAS, death rates from breast cancer have been declining since 1990, in part due to better screening and early detection, increased awareness, and the continued improvement of treatment options; and,

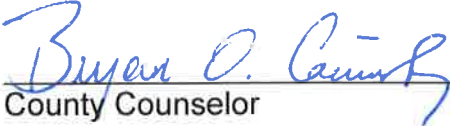
WHEREAS, as women become more knowledgeable about the importance of self-exams, treatment options, and second opinions, they are better prepared than ever before to confront a breast cancer diagnosis – something an estimated one in eight women will face in her lifetime; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby proclaims October as Breast Cancer Awareness Month and recognizes the American Cancer Society in its efforts to educate the citizens of Jackson County about the warning signs, treatments, and impact of breast cancer on patients and their families.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20279 of October 7, 2019, was duly passed on \_\_\_\_\_, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature



**FRANK WHITE, JR.**  
Jackson County Executive

**EXECUTIVE ORDER NO. 19-24**

**TO: MEMBERS OF THE LEGISLATURE  
CLERK OF THE LEGISLATURE**

**FROM: FRANK WHITE, JR.  
JACKSON COUNTY EXECUTIVE**

**DATE: OCTOBER 1, 2019**

**RE: JACKSON COUNTY MUNICIPAL COURT ADMINISTRATOR  
APPOINTMENT**

**RECEIVED**

OCT 01 2019 JWR  
12:32 pm  
MARY JO SPINO  
COUNTY CLERK

Pursuant to article VII, section 7 of the 2010 Jackson County Charter and section 1801 of the Jackson County Code, I hereby appoint Sherry Cosby as Jackson County Municipal Court Administrator. A copy of Ms. Cosby's resume is attached.

  
\_\_\_\_\_  
Frank White, Jr., County Executive

Date: 10/1/2019



# Sherry E. Cosby

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Dedicated and accomplished professional with over 20 years of various administrative experience supporting senior level executives. Customer focused self-starter who enjoys a team environment but also demonstrates success with individual tasks; exceptional interpersonal, communication and organizational skills. Strong knowledge of Microsoft Office Suite and familiar with other operating applications/systems.

- \*Policies and Procedures Implementation
- \*Teambuilding & Supervision
- \*Confidential Information/Records Management
- \*Customer Service & Community Relations
- \*Staff Development & Training
- \*Report & Documentation Preparation

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## PROFESSIONAL EXPERIENCE

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### *Jackson County Prosecutor's Office, Kansas City, MO*

**Legal Assistant/Restitution Coordinator**

**Executive Assistant**

**Legal Secretary**

**May 2015 – Present**  
**February 2005 – May 2015**  
**August 2003 – February 2005**

- Responsible for filing and monitoring traffic and restitution cases; working knowledge of Missouri Statutes
  - Serves as an advisor to the Jackson County Prosecutor and other members of the executive staff team
  - Provides administrative help to assistant prosecuting attorneys and offers guidance to staff as needed
  - Contributes to special projects; coordinating and assisting when or where ever necessary
  - Assisted administrative staff with processing payroll, managing office supplies and planning events
  - Offered support in settling invoices, monitoring expenses and budgets, and maintaining financial records
- Recipient of the Prosecutor's Office annual award for "New Employee of the Year" in 2003  
Recipient of the Prosecutor's Office annual award for "Employee of the Year" in 2006  
Currently serves on the Prosecutor's Office Diversity Committee

### *Rockhurst University, Kanas City, MO*

**Administrative Assistant/Secretary**

**August 1998 – May 2003**

- Provided secretarial support to an assistant dean and to the staff of the Education department
- Offered general assistance to students, faculty, staff and the public as needed
- Responsible for hiring, training and supervising the department's work study students
- Assisted students and other staff with admissions and in the registration process
- Maintained confidential records, office filing systems, and served as an exam proctor

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## FORMAL EDUCATION

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### *Penn Valley Community College, Kanas City MO*

**Associate in Applied Science, Child Growth and Development**

**May 1995**

- Honors Program
- Minority Talent Roster 1995



**FRANK WHITE, JR.**  
Jackson County Executive

**EXECUTIVE ORDER NO. 19-25**

**TO: MEMBERS OF THE LEGISLATURE  
CLERK OF THE LEGISLATURE**

**FROM: FRANK WHITE, JR.  
JACKSON COUNTY EXECUTIVE**

**DATE: OCTOBER 1, 2019**

**RE: APPOINTMENT TO THE COMBAT COMMISSION**

**RECEIVED**

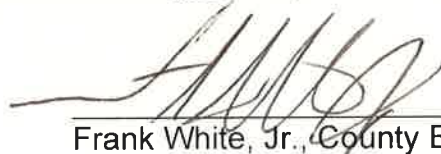
OCT 02 2019

MARY JO SPINO  
COUNTY CLERK

*JWR  
9:25 AM*

I hereby make the following appointment to the Jackson County COMBAT Commission:

**Arimeta Renae DuPree, ESQ.** is appointed as a District 2 member for a term to expire December 31, 2019, to fill the vacancy occasioned by the resignation of Melesa N. Johnson. A copy of Ms. DuPree's resume is attached.

  
\_\_\_\_\_  
Frank White, Jr., County Executive

Date: 10/2/19



# ARIMETA RENAE DUPREE, ESQ.

dupree@adupreelaw.com  
KANSAS CITY, MISSOURI 64130

## EMPLOYMENT

### A. DuPree & Associates, LLC

Kansas City, Missouri

February 2015 – Present

Owner

Litigation law firm advocating for plaintiffs and defendants in personal injury, employment, family, criminal and traffic matters.

#### *JURY TRIAL EXPERIENCE*

*1 Jury trial with the following charges:*

- Murder
- Burglary
- Armed Criminal Action

#### *BENCH TRIAL EXPERIENCE*

*7 Bench trials with the following charges:*

- Child Custody
- Orders of Protection
- Assault

### Missouri State Public Defender System, Trial Division

Kansas City, Missouri

August 2004 – February 2015

Intern Coordinator

Team Leader (Supervisor)

Zealous advocate for criminal defendants in arraignments, guilty pleas, motion hearings, jury trials, bench trials, and an appeal in the Missouri Circuit and Appellate Courts.

#### *JURY TRIAL EXPERIENCE*

*43 Jury trials with the following charges:*

- Murder
- Arson
- Burglary
- Forcible Rape
- Statutory Sodomy
- Tampering
- Forcible Sodomy
- Statutory Rape
- Unlawful use of a Weapon
- Assault
- Kidnapping
- Resisting Arrest
- Drugs
- Armed Criminal Action
- Violation of a Protection Order

#### *BENCH TRIAL EXPERIENCE*

*9 Bench trials with the following charges:*

- Forcible Rape
- Assault
- Assault on a Law Enforcement Officer
- Forcible Sodomy
- Armed Criminal Action
- Resisting Arrest
- Robbery
- Property Damage
- Receiving Stolen Property

#### *APPEAL*

- NGRI Unconditional Release

### Pennsylvania Higher Education Assistance Agency

Harrisburg, Pennsylvania

August 2003 - August 2004

Prepared legal pleadings for the Commonwealth to be filed in Bankruptcy Court regarding debtors' obligations to honor contractual agreements.

### Honorable Judge Doris A. Smith-Ribner

Harrisburg, Pennsylvania

August 2001 - August 2003

Drafted bench memoranda for the Commonwealth Court in preparation for oral arguments. Drafted published and unpublished judicial opinions.

### Pennsylvania Office of Attorney General

Harrisburg, Pennsylvania

Office of Legislative Affairs

August 2001 – August 2002

Researched and prepared memoranda for attorneys defending the constitutionality of Commonwealth statutes and regulations.

Attended General Assembly committee meetings and prepared memoranda summarizing committee meetings.

### Pennsylvania Office of General Counsel

Harrisburg, Pennsylvania

Bureau of Professional and Occupational Affairs

May 2001 – August 2001

Conducted legal research and prepared memoranda for attorneys regarding the fraudulent and unethical practices of professional license holders.

## **EDUCATION**

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### Widener University School of Law

Harrisburg, Pennsylvania

Juris Doctorate, May 2003

*Honors*            *Dean's Honors List*  
*Legal Research and Writing Achievement*  
*Oral Advocate Achievement*  
*Moot Court Honor Society*  
*Trial Advocacy Honor Society*

*Activities*        *Black Law Student Association*  
*Criminal Law Society*  
*Phi Alpha Delta*

### Oklahoma City University

Oklahoma City, Oklahoma

Bachelor of Arts, May 2000

B.A., Criminal Justice

*Honors*            *Dean's List*

*Activities*        *Oklahoma Intercollegiate Legislature*  
*Spanish Club*

### Spanish Communication Institute

Tepoztlan, Mexico

Study Abroad Program, Summer 1999

## **PROFESSIONAL AFFILIATIONS**

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*Missouri Bar Association*

*Association for Women Lawyers (Former Board of Directors)*

*Kansas City Metropolitan Bar Association (Former Board of Directors)*

*Jackson County Bar Association*

*Eastern Jackson County Bar Association*

*Planned Industrial Expansion Authority, Commissioner*

Appointed by the Mayor of Kansas City, Missouri in July 2008 for a Four-Year Term to help improve blighted areas within the Kansas City Metropolitan boundaries by awarding tax abatements to developers and contractors.

## **BAR MEMBERSHIPS**

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Commonwealth of Pennsylvania – April 2004

State of Missouri – April 2005

United States District Court for the Western District of Missouri – January 2017

## **AWARDS**

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2011 Women's Justice Award Recipient

- *Rising Star*

2011 The Young Lawyers' Section of the Missouri Bar Association Award Recipient

- *Thomas D. Cochran Community Service Award*

2012 Missouri Lawyers Weekly

- *Up & Coming Attorney*

*Lon O. Hocker Award Nominee*

- 2013, 2012, 2011, 2010, 2009