



415 East 12th Street
Kansas City, MO 64106

COUNTY LEGISLATURE JACKSON COUNTY, MISSOURI

MARY JO SPINO

CLERK OF THE COUNTY LEGISLATURE

201 West Lexington, 2nd Floor
Independence, MO 64050

October 11, 2024 – October 17, 2024

- | | | |
|-------------------|------------|---|
| 10-11-2024 Friday | 9:30 A.M. | Budget Committee will have a public work session regarding the allocation of ARPA funds at the Jackson County Courthouse, 415 East 12 th Street, 2 nd Floor, Kansas City Legislative Assembly Area. |
| 10-14-2024 Monday | | NO DIVERSITY, EQUITY, & INCLUSION, HOUSING & HOMELESSNESS, INTER-GOVERNMENTAL AFFAIRS, RULES, VETERANS OR 911 OVERSIGHT MEETINGS |
| | 10:30 A.M. | Health & Environment Committee Meeting – Eastern Jackson County Courthouse, 308 West Kansas, Independence, MO - Ground Floor, Legislative Chambers The Health & Environment Committee will have a public hearing. |
| | 1:20 P.M. | Anti-Crime Committee Meeting – Eastern Jackson County Courthouse, 308 West Kansas, Independence, MO - Ground Floor, Legislative Chambers |
| | 1:35 P.M. | Justice & Law Enforcement Committee Meeting – Eastern Jackson County Courthouse, 308 West Kansas, Independence, MO - Ground Floor, Legislative Chambers |
| | 1:45 P.M. | Budget Committee Meeting – Eastern Jackson County Courthouse, 308 West Kansas, Independence, MO - Ground Floor, Legislative Chambers |
| | 2:05 P.M. | Public Works Committee Meeting – Eastern Jackson County Courthouse, 308 West Kansas, Independence, MO - Ground Floor, Legislative Chambers |

| | | |
|----------------------|-----------|--|
| | 2:20 P.M. | Land Use Committee Meeting – Eastern Jackson County Courthouse, 308 West Kansas, Independence, MO - Ground Floor, Legislative Chambers |
| | 2:40 P.M. | Finance & Audit Committee Meeting – Eastern Jackson County Courthouse, 308 West Kansas, Independence, MO - Ground Floor, Legislative Chambers |
| 10-14-2024 Monday | 3:00 P.M. | LEGISLATIVE MEETING – Eastern Jackson County Courthouse, 308 West Kansas, Independence, MO - Ground Floor, Legislative Chambers |
| 10-15-2024 Tuesday | 1:00 P.M. | Human Resources Department – 2025 Benefits Informational Session Jackson County Courthouse, 415 East 12 th Street, 2 nd Floor, Kansas City Legislative Assembly Area |
| 10-16-2024 Wednesday | | NO MEETINGS – |
| 10-17-2024 Thursday | 5:15 P.M. | Ethics, Human Relations & Citizen Complaints Commission Meeting – Jackson County Courthouse, 415 East 12 th Street, 2 nd Floor, Kansas City Legislative Assembly Area |

Persons with disabilities wishing to participate in the above meetings and who require reasonable accommodation may call the County Clerk's Office at 881-3242 or 1-800-735-2466 (Missouri Relay). Forty-eight (48) hours' notice is required. To put information on the Activity Calendar, please contact the County Clerk's Office by NOON Wednesday of each week.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$26,000.00 from the undesignated fund balance of the 2024 General Fund in acceptance of the Sheriff's Office Hazard Moving Violation Enforcement Grant awarded by the Missouri Department of Transportation, Highway Safety and Traffic Division, and authorizing the County Executive to execute a contract for the acceptance and expenditure of such grant funds.

ORDINANCE NO. 5891, October 14, 2024

INTRODUCED BY Venessa Huskey, County Legislator

WHEREAS, the Sheriff Office has been awarded grant funds by the Missouri Department of Transportation, Highway Safety and Traffic Division for hazardous moving violation enforcement in the amount of \$26,000.00; and,

WHEREAS, the grant funds will be used to conduct enforcement actions in order to decrease speed, hazardous driving related injuries, and fatality crashes; and,

WHEREAS, the Sheriff's Office recommends the acceptance of this award and the execution of a contract with the Missouri Department of Transportation, Highway Safety and Traffic Division; and,

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

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following transfer and appropriation be and hereby are made:

| <u>DEPARTMENT/DIVISION</u> | <u>CHARACTER/DESCRIPTION</u> | <u>FROM</u> | <u>TO</u> |
|----------------------------|----------------------------------|-------------|-----------|
| Grant Fund | | | |
| 010-9999 | 32810- Undesignated Fund Balance | \$26,000 | |
| Sheriff's Office | | | |
| 010-4201 | 55030- Overtime Salaries | | \$18,578 |
| | 55040- FICA Taxes | | \$1,422 |
| | 56756- Training Expenses | | \$6,000 |

and,

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

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

APPROVED AS TO FORM:

Bryan Covinsky
Bryan Covinsky (Oct 10, 2024 11:32 CDT)

County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5891 introduced on October 14, 2024, was duly passed on _____, 2024 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. 5891.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 010 9999 32810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$26,000.00

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: 010 4201 55030
ACCOUNT TITLE: Grant Fund
Sheriff's Office
Overtime Salaries
NOT TO EXCEED: \$18,578.00

ACCOUNT NUMBER: 010 4201 55040
ACCOUNT TITLE: Grant Fund
Sheriff's Office
FICA Taxes
NOT TO EXCEED: \$1,422.00

ACCOUNT NUMBER: 010 4201 56756
ACCOUNT TITLE: Grant Fund
Sheriff's Office
Training Expenses
NOT TO EXCEED: \$6,000.00

10/10/2024

Date


Sylva Stevenson (Oct 10, 2024 10:58 CDT)

Chief Administrative Officer

CONTRACT

Form HS-1

Version: 1

05/24/2024

Missouri Department of Transportation
Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
Phone: 573-751-4161
Fax: 573-634-5977

Project Title: HMV Enforcement
Project Number: 25-PT*-02-043
Project Category: Traffic Enforcement Services
Program Area: State and Community Programs

Funding Source: 402 / 20.600

Type of Project: Initial

Started: 10/01/2024

| Federal Funds Benefiting | |
|--------------------------|-------------|
| State: | |
| Local: | \$26,000.00 |
| Total: | \$26,000.00 |

| Source of Funds | |
|-----------------|-------------|
| Federal: | \$26,000.00 |
| State: | |
| Local: | \$0.00 |
| Total: | \$26,000.00 |

Prepared By
Wilson, Scott

Contract Period
Effective: 10/01/2024
Through: 09/30/2025

Subrecipient Authorizing Official

Date

Subrecipient Project Director

Date

MHTC Authorizing Official

Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$26,000.00**; 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 and each subrecipient 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. 25024, Pub. L. 117-58
- 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 AND SOFTWARE

A. PROCUREMENT: Subrecipient's may adhere to its own procurement regulations and procedures which reflect applicable state/local laws, rules, and regulations provided such regulations and procedures adhere to the following State's procurement regulations and procedures:

1. Have a process in place to ensure that contracts are not awarded to contractors or individuals on a federal and/or state debarment list.
2. All procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.
3. All quotations and the rationale behind the selection of a source of supply must be retained, attached to the purchase order copy (as applicable), and placed in the accounting files.
4. Purchases to a single vendor estimated to total less than \$10,000 may be purchased with prudence on the open market.
5. Purchases to a single vendor estimated to total \$10,000 or more but less than \$100,000 must be competitively bid, or purchased through use of a state cooperative procurement, but need not be solicited by mail or advertisement.
6. Purchases to a single vendor estimated to total \$100,000 or more must:
 1. be advertised for bid in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders (and may advertise in at least two weekly minority newspapers and may provide such information through an electronic medium available to the general public) at least five days before bids for such purchases are to be opened;
 2. post a notice of the proposed purchase in a public area of the Subrecipient's office ; and
 3. solicit bids by mail or other reasonable methods generally available to the public from prospective suppliers.
7. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services, and that all necessary affirmative steps are taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR PART 200.322)
8. Subrecipients will make every effort to purchase equipment as early in the fiscal year as possible . Equipment purchased late in the fiscal year risks not being reimbursed unless extenuating circumstances are encountered (i.e. supply chain shortages).

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. The MHTC will notify the subrecipient when an item of original cost of \$5,000 or more (and tracked by the MHTC as inventory) is no longer being

tracked and may be disposed of. 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. Subrecipient should report monthly, or at least quarterly, to MHTC using the online Grant Management System. For projects where salaried positions are awarded, claim voucher and activity reports must be submitted *monthly*. Subrecipient must ensure complete, accurate and final voucher and supporting documentation is received by the MHTC no later than November 15, which is after the end of the Federal fiscal year for which the final voucher pertains. Final payment is contingent upon receipt of the complete, accurate and final voucher.
- 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) 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. Unique entity identifier (generated by *SAM.gov*);
- F. The names and total compensation of the five most highly compensated officers of the entity if :
 - A. 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
 - B. 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, if an award no longer effectuates the program goals or MHTC priorities. 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, and in the case of partial termination the portion of the award to be terminated.

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);
- **49 CFR part 21** (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964); **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **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);

- **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);
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government); and
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

- A. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
- B. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
- C. The Recipient will insert the clauses of appendix A and E of DOT Order 1050.2A in every contract or agreement subject to the Acts and the Regulations.
- D. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
- E. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
- F. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

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- G. That the Recipient will include the clauses set forth in appendix C and appendix D of DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - 1. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - 2. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- H. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - 1. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - 2. the period during which the Recipient retains ownership or possession of the property.
- I. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- J. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

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. Crash Reporting Chapter 43.250 RSMo - Law enforcement officers to file all crash reports with Missouri State Highway Patrol (MSHP).
- 3. Uniform Crime Reporting Chapter 43.505 RSMo - Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
- 4. Racial Profiling Chapter 590.650 RSMo - Law enforcement agency to file a report to the Attorney General each calendar year.
- 5. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201.

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 and /or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written or email 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. All final modification requests must be submitted no later than September 30 of the project fiscal year.
- 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. **LAWS 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 ORIGINATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

| <u>Section</u> | <u>Assistance Listing #</u> | <u>Program Title</u> |
|----------------|-----------------------------|---|
| 402 | 20.600 | State and Community Highway Safety Programs |
| 154 | 20.607 | Alcohol Open Container Requirements |
| 405b | 20.616 | National Priority Safety Programs |
| 405c | 20.616 | National Priority Safety Programs |
| 405d | 20.616 | National Priority Safety Programs |
| 405e | 20.616 | National Priority Safety Programs |
| 405f | 20.616 | National Priority Safety Programs |
| 405g | 20.616 | National Priority Safety Programs |
| 405h | 20.616 | National Priority Safety Programs |
| 405i | 20.616 | National Priority Safety Programs |

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

(Applies to subrecipients as well as States)

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 Tier Participant 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 1200.
- 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.

CONTRACT CONDITIONS - PAGE 10

- D. The prospective primary tier 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 and 1200. 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 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.
- G. The prospective primary 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," 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 1200.
- 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 System for Award Management Exclusions website (<https://www.sam.gov/>).
- 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, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

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

- 1. The prospective primary tier 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 Participant 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 1200.

- 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, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. 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 the department or agency with which this transaction originated.
- 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 1200.
- 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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- 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, 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 or debarment.

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, motorcycles, trailers, and other similar conveyances must be manufactured or assembled in the United States of America regardless of cost.

<https://www.nhtsa.gov/sites/nhtsa.gov/files/buy-america-act-revised-11202015.pdf>

Furthermore, the State and each subrecipient will follow the guidelines of 2 C.F.R. § 200.322, Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

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 and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

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.

XXIX. PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS

All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops. Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

XXX. PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE

The National Defense Authorization Act of Fiscal Year 2019 (Pub. L. 115-232) prohibits Federal grant funds from being obligated or expended to procure or obtain (or to enter into, extend, or renew a contract to procure or obtain) certain covered telecommunications equipment, services, or systems. States and subrecipients should refer to the Super Circular for more information on what equipment and companies this prohibition covers.

Equipment regularly purchased under NHTSA grants that may be subject to this provision could include : mobile phones, landlines, and the internet. Note that this provision prohibits purchasing these (and other) items produced by certain companies; items produced by non-prohibited companies are still potentially allowable.

XXXI. CERTIFICATION ON CONFLICT OF INTEREST

(Applies to subrecipients as well as States)

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate , make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

- A.** The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - 1.** The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - 2.** The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
- B.** The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

- A.** The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
- B.** NHTSA will review the disclosure and may require additional relevant information from the recipient . If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict .
- C.** Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization .

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. If the minimum number of students cannot be ensured, the subrecipient should contact the MHTC Highway Safety Office to seek approval to proceed with the 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 is expected to participate in associated 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, Holiday Impaired Driving campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: <https://mobilization.rejis.org>.
- 5. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training (POST) certified law enforcement officer will be reimbursed.
- 6. 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 annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact or Operation Gateway (traffic safety task forces).

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 crackdowns 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.

G. PURSUIT POLICIES

Law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

PROBLEM IDENTIFICATION

During the last 5 years, no behavior on Missouri roadways has contributed to traffic fatalities as frequently as speed and aggressive driving. From 2017-2021, there were 2,547 fatalities involving a speeding or aggressive driver, accounting for 53% of all traffic fatalities. Speed and aggressive driving are cited in fatal crash reports as a contributing circumstance more than twice as often as impaired driving, and feedback and citation data from law enforcement agencies indicate speeds are up significantly during the last 3 years.

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 three years (2021-2023) Jackson County has had 2,751 speed related motor vehicle crashes resulting in a fatality or physical injury. Jackson County remains atop the list of counties in Missouri with a significant amount of traffic crashes stemming from hazardous moving violations.

Jackson County Statewide Ranks for 2020-2022:

- Missouri Traffic Crashes - 2nd
- Missouri Fatal Traffic Crashes - 1st
- Missouri Disabling Injury Traffic Crashes - 2nd
- Missouri Speeding Involved Traffic Crashes - 2nd
- Missouri Speeding Involved Fatal Traffic Crashes - 1st
- Missouri Speeding Involved Disabling Traffic Crashes - 2nd
- Missouri 21 and Under Driver Speeding Involved Traffic Crashes - 2nd
- Missouri 21 and Under Driver Speeding Involved Fatal Traffic Crashes - 2nd
- Missouri 21 and Under Driver Speeding Involved Disabling Traffic Crashes - 2nd
- Missouri 65 and Older Speeding Driver Involved Traffic Crashes - 2nd
- Missouri 65 and Older Speeding Driver Involved Fatal Traffic Crashes - 2nd
- Missouri 65 and Older Speeding Driver Involved Disabling Traffic Crashes - 3rd

GOALS/OBJECTIVES

Core Performance Measure Goals:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average fatality target of 897.6 by December 31, 2026.

Based on a goal of 0 serious injuries by 2040, Missouri is setting a five-year average serious injury target of 4,486.1 by December 31, 2026.

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average speed related fatality target of 293.8 by December 31, 2026.

Department Goal: To reduce HMV-related crashes in high crash locations and corridors by conducting high visibility enforcement.

PROJECT DESCRIPTION

Aggressive traffic enforcement to interdict hazardous moving violators in high traffic crash areas . These enforcement periods will take place in two-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> |
|--|---------------|
| You must answer the following questions. | |
| 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 MOCARS? | Yes |
| 5 Does your agency report MIBRS 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? | Yes |
| 11 If YES, please explain. | |
| The TSU has had several personnel changes within the last year . The TSU's newest members sometimes have little or no experience in impaired driving investigation. While their performance level may not be at the level of a more experienced deputy, it is only temporary, and through experience and training, all the TSU members perform at a very high level. | |
| 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. | |

Over the last three fiscal years the Jackson County Sheriff's Office has applied, and been approved for three separate projects. The first being a general unit salary contract which funds a Sergeant and five 5 full time Deputies to utilized for a dedicated impaired driving enforcement team. All funds been utilized the last three years for this project.

The second project awarded is for impaired driving enforcement (Saturation Patrols)). All funding was utilized for fiscal years 2021 and 2022. A total balance of \$3,888.51 remained for 2023. Impaired driving enforcement continues to become a specialized skill set, and most deputies consider this type of enforcement to be somewhat intimidating. There has been very little interest in working this type of enforcement outside the Traffic Safety Unit.

Finally, the Sheriff's Office last awarded project was for hazardous moving violation enforcement (HMVE). The Sheriff's Office has struggled the last three years to utilize the funds awarded for this project. This is primarily due to the lack of interest in deputies to work the enforcement. This is in large part due to the lack of radar/lidar units available to deputies outside the Traffic Safety Unit. It should be noted in fiscal year 2023, funding was granted for the purchase of four (4) hand held radar units to be utilized by non-TSU Deputies working the enforcement. The Sheriff's Office has also recently purchased ten (10) vehicle mounted units, and has been approved to purchase an additional ten (10).

The approval to compensate deputies working the enforcement at a double time rate of pay has also been extended. That, along with the now available equipment to conduct this type of enforcement should gain interest from both TSU members, as well as from outside units/divisions in utilizing the given funding.

- | | | |
|----|---|----|
| 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 UEI 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. | 448 |
| 19 | Total number of speeding citations written by your agency. | 653 |
| 20 | Total number of HMV citations written by your agency. | 1219 |
| 21 | Total number of child safety/booster seat citations written by your agency. | 7 |
| 22 | Total number of safety belt citations written by your agency. | 13 |
| 23 | Total number of warnings issued. | 2114 |

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. | 61883 |
| 25 | Total number of traffic crashes resulting in a fatality. | 331 |
| 26 | Total number of traffic crashes resulting in a serious injury. | 17939 |

| | | |
|----|--|------|
| 27 | Total number of speed-related traffic crashes. | 6908 |
| 28 | Total number of speed-related traffic crashes resulting in a fatality. | 157 |
| 29 | Total number of speed-related traffic crashes resulting in a serious injury. | 2594 |
| 30 | Total number of alcohol-related traffic crashes. | 2289 |
| 31 | Total number of alcohol-related traffic crashes resulting in a fatality. | 42 |
| 32 | Total number of alcohol-related traffic crashes resulting in a serious injury. | 919 |
| 33 | Total number of unbuckled fatalities. | 148 |
| 34 | Total number of unbuckled serious injuries. | 367 |

Enter your agency's information below.

| | | |
|----|--|----|
| 35 | Total number of commissioned law enforcement officers. | 88 |
| 36 | Total number of commissioned patrol and traffic officers. | 30 |
| 37 | Total number of commissioned law enforcement officers available for overtime enforcement. | 76 |
| 38 | Total number of vehicles available for enforcement. | 96 |
| 39 | Total number of radars/lasers. | 16 |
| 40 | Total number of in-car video cameras. | 55 |
| 41 | Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument. Preliminary Breath Test instruments= 6 Oral fluid testing device= 1 | |
| 42 | Total number of Breath Instruments. | 8 |

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. All incorporated and unincorporated areas of Jackson County, identified by either traffic complaints, or crash mapping data. The enforcement locations will be established by the individual deputy, but the minimum enforcement/contacts per hour will remain at three. | |
| 44 | Enter the number of enforcement periods your agency will conduct each month. | 16 |
| 45 | Enter the months in which enforcement will be conducted. October through September, all months of the fiscal year. | |
| 46 | Enter the days of the week in which enforcement will be conducted. All days of the week. | |

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

All hours of the day, with emphasis to high traffic and travel times in the metro area.

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

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 MOCARS 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) 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

The Project Director will routinely monitor enforcement statistics, evaluate each deputy's productivity, document areas of success and achievement, and identify any areas where improvement is needed. The TSU will continue to share data and statistics with regional agencies.

ADDITIONAL FUNDING SOURCES

BUDGET

| Category | Item | Description | Quantity | Cost | Total | Local | Total Requested |
|----------------|--------------------------|---|----------|-------------|-------------|--------|-----------------|
| Personnel | | | | | | | |
| | Overtime and/or Fringe | Approximately 271 hours of HMV Enforcement + Fringe | 1.00 | \$20,000.00 | \$20,000.00 | \$0.00 | \$20,000.00 |
| | | | | | \$20,000.00 | \$0.00 | \$20,000.00 |
| Training | | | | | | | |
| | Professional Development | LETSAC | 6.00 | \$1,000.00 | \$6,000.00 | \$0.00 | \$6,000.00 |
| | | | | | \$6,000.00 | \$0.00 | \$6,000.00 |
| Total Contract | | | | | \$26,000.00 | \$0.00 | \$26,000.00 |

ATTACHMENTS

| <u>Document Type</u> | <u>Description</u> | <u>Original File Name</u> | <u>Date Added</u> |
|----------------------|--------------------|---------------------------|-------------------|
| PDF | PDF Document | 2288_001.pdf | 03/19/2024 |
| PDF | PDF Document | JCSO HMV Signed App.r | 03/26/2024 |



Jackson County Missouri

Jackson County Courthouse
415 E. 12th Street, 2nd floor
Kansas City, Missouri
64106
(816)881-3242

Request for Legislative Action

File #: 24-337, Version: 0

REQUESTED MEETING DATE: Select Date

SPONSORS:

Choose Sponsor #1.

Choose Sponsor #2.

Choose Sponsor #3.

Choose Sponsor #4.

Choose Sponsor #5.

Choose Sponsor #6.

Choose Sponsor #7.

Choose Sponsor #8.

Choose Sponsor #9.

Ordinance No.: 5891

Sponsor: Venessa Huskey

Date: October 14, 2024

To be confirmed by County Counselor's Office:

STAFF CONTACT: Beth Money **PHONE:** 816-541-8017 ext 72259

EMAIL: emoney@jacksongov.org

DEPARTMENT: Sheriff's Office

TITLE: Appropriating \$26,000 from the undesignated fund balance of the 2024 Grant Fund in acceptance of the Sheriff's Office Hazardous Moving Violation Enforcement Grant awarded by the Missouri Department of Transportation, Highway Safety and Traffic Division, and authorizing the County Executive to execute a contract with the Missouri Highway Safety Division for the expenditure of grant funds. Project Number 25-PT*-02-043.

SUMMARY: The Sheriff's Office has been awarded a Hazardous Moving Violation Enforcement grant in the amount of \$26,000 by the Missouri Department of Transportation, Highway Safety and Traffic Division, for the period of October 1, 2024, to September 30, 2025. The grant does not require any local matching funds. Project Number 25-PT*-02-043. Through this grant funding, the Sheriff's Office is better able to effectively conduct enforcement actions in order to decrease speed, hazardous driving related injuries and fatality crashes. The grant funds will be used for reimbursement of overtime incurred while conducting hazardous moving violation enforcement at various locations throughout the County and for training and travel expenses of Traffic Unit personnel. The Sheriff recommends the acceptance of this grant and the execution of a grant contract with the Missouri Department of Transportation, Highway Safety and Traffic Division. An appropriation is necessary to place the grant funds in the proper spending accounts.

FINANCIAL IMPACT:**NO** ☐ GRANT GR100187

FROM:

| Amount | Fund | Department | Line-Item Detail |
|----------|------|------------|------------------|
| \$26,000 | 010 | 9999 | 32810 |

YES ☒

TO:

| AmountFundDepartme ntLine-Item Detail | | | |
|--|-----|------|-------|
| \$18,578 | 010 | 4201 | 55030 |
| \$1,422 | 010 | 4201 | 55040 |
| \$6,000 | 010 | 4201 | 56756 |

ACTION NEEDED: APPROPRIATE FUNDS**ATTACHMENTS:**

Click or tap here to enter text.

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

| | |
|------------|--------|
| Ord # | 5891 |
| eRLA ID #: | 24-337 |

[illegible]

Budget Office

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$44,600.00 from the undesignated fund balance of the 2024 Grant Fund in acceptance of the Sheriff's Office's Impaired Driving Enforcement grant awarded by the Missouri Department of Transportation, Highway Safety and Traffic Division, and authorizing the County Executive to execute a contract with the Missouri Highway Safety Division for the expenditure of grant funds.

ORDINANCE NO. 5892, October 14, 2024

INTRODUCED BY Venessa Huskey, County Legislator

WHEREAS, the Missouri Department of Transportation, Highway Safety and Traffic Division, has awarded the Sheriff's Office an Impaired Driving Enforcement grant in the amount of \$44,600.00, for the period of October 1, 2024, through September 30, 2025; and,

WHEREAS, this grant is not subject to a local match; and,

WHEREAS, the Sheriff's Office is targeting impaired drivers through DWI sobriety checkpoints, including multijurisdictional projects throughout the 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 for travel and training expenses of unit personnel; 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 2024 Grant Fund be and hereby is made:

| <u>DEPARTMENT/DIVISION</u> | <u>CHARACTER/DESCRIPTION</u> | <u>FROM</u> | <u>TO</u> |
|------------------------------|-------------------------------------|-------------|-----------|
| Grant Fund 010-9999 | 32810- Undesignated Fund Balance | \$44,600 | |
| Sheriff's Office 010-4201 | 55030- Overtime Salaries | | \$38,086 |
| | 55040- FICA Taxes | | \$2,914 |
| | 56756- Training Expense | | \$3,600 |

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:

Bryan Covinsky
Bryan Covinsky (Oct 10, 2024 11:32 CDT)

County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5892 introduced on October 14, 2024, was duly passed on _____, 2024 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. 5892.

Date


Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 010 9999 32810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$44,600.00

10/10/2024

Date


Sylvya Stevenson (Oct 10, 2024 10:58 CDT)

Chief Administrative Officer

CONTRACT

Form HS-1

Version: 1

05/28/2024

Missouri Department of Transportation
Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
Phone: 573-751-4161
Fax: 573-634-5977

Project Title: Impaired Driving Enforcement
Project Number: 25-ENF-03-077
Project Category: Impairment Enforcement
Program Area: Impaired Driving Countermeasures

Funding Source: 154 AL / 20.607

Type of Project: Initial

Started: 10/01/2024

| Federal Funds Benefiting | |
|--------------------------|-------------|
| State: | |
| Local: | \$44,600.00 |
| Total: | \$44,600.00 |

| Source of Funds | |
|-----------------|-------------|
| Federal: | \$44,600.00 |
| State: | |
| Local: | \$0.00 |
| Total: | \$44,600.00 |

Prepared By
Wilson, Scott

Name of Grantee
Jackson County Sheriff's Office

Grantee County
Jackson

Grantee Address
4001 NE Lakewood Court

Lee's Summit, MO 64064-1703

Telephone
816-541-8017

Fax
816-795-1969

Contract Period
Effective: 10/01/2024
Through: 09/30/2025

Subrecipient Authorizing Official

Date

Subrecipient Project Director

Date

MHTC Authorizing Official

Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$44,600.00**; 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 and each subrecipient 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. 25024, Pub. L. 117-58
- 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 AND SOFTWARE

A. PROCUREMENT: Subrecipient's may adhere to its own procurement regulations and procedures which reflect applicable state/local laws, rules, and regulations provided such regulations and procedures adhere to the following State's procurement regulations and procedures:

1. Have a process in place to ensure that contracts are not awarded to contractors or individuals on a federal and/or state debarment list.
2. All procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.
3. All quotations and the rationale behind the selection of a source of supply must be retained, attached to the purchase order copy (as applicable), and placed in the accounting files.
4. Purchases to a single vendor estimated to total less than \$10,000 may be purchased with prudence on the open market.
5. Purchases to a single vendor estimated to total \$10,000 or more but less than \$100,000 must be competitively bid, or purchased through use of a state cooperative procurement, but need not be solicited by mail or advertisement.
6. Purchases to a single vendor estimated to total \$100,000 or more must:
 1. be advertised for bid in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders (and may advertise in at least two weekly minority newspapers and may provide such information through an electronic medium available to the general public) at least five days before bids for such purchases are to be opened;
 2. post a notice of the proposed purchase in a public area of the Subrecipient's office ; and
 3. solicit bids by mail or other reasonable methods generally available to the public from prospective suppliers.
7. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services, and that all necessary affirmative steps are taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR PART 200.322)
8. Subrecipients will make every effort to purchase equipment as early in the fiscal year as possible . Equipment purchased late in the fiscal year risks not being reimbursed unless extenuating circumstances are encountered (i.e. supply chain shortages).

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. The MHTC will notify the subrecipient when an item of original cost of \$5,000 or more (and tracked by the MHTC as inventory) is no longer being

tracked and may be disposed of. 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. Subrecipient should report monthly, or at least quarterly, to MHTC using the online Grant Management System. For projects where salaried positions are awarded, claim voucher and activity reports must be submitted *monthly*. Subrecipient must ensure complete, accurate and final voucher and supporting documentation is received by the MHTC no later than November 15, which is after the end of the Federal fiscal year for which the final voucher pertains. Final payment is contingent upon receipt of the complete, accurate and final voucher.
- 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) 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. Unique entity identifier (generated by *SAM.gov*);
- F. The names and total compensation of the five most highly compensated officers of the entity if :
 - A. 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
 - B. 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, if an award no longer effectuates the program goals or MHTC priorities. 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, and in the case of partial termination the portion of the award to be terminated.

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);
- **49 CFR part 21** (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964); **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **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);

- **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);
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government); and
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

- A. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
- B. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
- C. The Recipient will insert the clauses of appendix A and E of DOT Order 1050.2A in every contract or agreement subject to the Acts and the Regulations.
- D. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
- E. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
- F. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

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- G. That the Recipient will include the clauses set forth in appendix C and appendix D of DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - 1. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - 2. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- H. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - 1. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - 2. the period during which the Recipient retains ownership or possession of the property.
- I. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- J. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

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. Crash Reporting Chapter 43.250 RSMo - Law enforcement officers to file all crash reports with Missouri State Highway Patrol (MSHP).
- 3. Uniform Crime Reporting Chapter 43.505 RSMo - Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
- 4. Racial Profiling Chapter 590.650 RSMo - Law enforcement agency to file a report to the Attorney General each calendar year.
- 5. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201.

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 and /or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written or email 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. All final modification requests must be submitted no later than September 30 of the project fiscal year.
- 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. **LAWS 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>Assistance Listing #</u> | <u>Program Title</u> |
|----------------|-----------------------------|---|
| 402 | 20.600 | State and Community Highway Safety Programs |
| 154 | 20.607 | Alcohol Open Container Requirements |
| 405b | 20.616 | National Priority Safety Programs |
| 405c | 20.616 | National Priority Safety Programs |
| 405d | 20.616 | National Priority Safety Programs |
| 405e | 20.616 | National Priority Safety Programs |
| 405f | 20.616 | National Priority Safety Programs |
| 405g | 20.616 | National Priority Safety Programs |
| 405h | 20.616 | National Priority Safety Programs |
| 405i | 20.616 | National Priority Safety Programs |

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

(Applies to subrecipients as well as States)

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 Tier Participant 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 1200.
- 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.

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- D. The prospective primary tier 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 and 1200. 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 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.
- G. The prospective primary 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," 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 1200.
- 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 System for Award Management Exclusions website (<https://www.sam.gov/>).
- 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, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

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

- 1. The prospective primary tier 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 Participant 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 1200.

- 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*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. 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 the department or agency with which this transaction originated.
- 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 1200.
- 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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- 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, 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 or debarment.

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, motorcycles, trailers, and other similar conveyances must be manufactured or assembled in the United States of America regardless of cost.

<https://www.nhtsa.gov/sites/nhtsa.gov/files/buy-america-act-revised-11202015.pdf>

Furthermore, the State and each subrecipient will follow the guidelines of 2 C.F.R. § 200.322, Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

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 and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

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.

XXIX. PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS

All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops. Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

XXX. PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE

The National Defense Authorization Act of Fiscal Year 2019 (Pub. L. 115-232) prohibits Federal grant funds from being obligated or expended to procure or obtain (or to enter into, extend, or renew a contract to procure or obtain) certain covered telecommunications equipment, services, or systems. States and subrecipients should refer to the Super Circular for more information on what equipment and companies this prohibition covers.

Equipment regularly purchased under NHTSA grants that may be subject to this provision could include : mobile phones, landlines, and the internet. Note that this provision prohibits purchasing these (and other) items produced by certain companies; items produced by non-prohibited companies are still potentially allowable.

**XXXI. CERTIFICATION ON CONFLICT OF INTEREST
(Applies to subrecipients as well as States)**

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate , make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

- A.** The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - 1.** The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - 2.** The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
- B.** The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

- A.** The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
- B.** NHTSA will review the disclosure and may require additional relevant information from the recipient . If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict .
- C.** Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization .

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. If the minimum number of students cannot be ensured, the subrecipient should contact the MHTC Highway Safety Office to seek approval to proceed with the 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 is expected to participate in associated 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, Holiday Impaired Driving campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: <https://mobilization.rejis.org>.
- 5. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training (POST) certified law enforcement officer will be reimbursed.
- 6. 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 annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact or Operation Gateway (traffic safety task forces).

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 crackdowns 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.

G. PURSUIT POLICIES

Law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

PROBLEM IDENTIFICATION

Substance-impaired drivers contributed to 22% 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 has increased significantly over the past decade. With recreational marijuana now legal in Missouri, there are concerns this trend will continue.

Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 81.7% 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.

Depending on the jurisdiction, impaired driving offenses in Missouri are prosecuted differently. Prosecutors and judges may not always be aware of the severity of the impaired driving problem or how to best provide treatment for an offender.

Jackson County, Missouri still ranks as one of the highest in the state for the number of alcohol/ drug related traffic crashes, with a significant number of serious injuries and fatalities stemming from these traffic crashes. In 2021-2022 as published by the Missouri State Highway Patrol, Jackson County had a total of 2,942 alcohol or drug related traffic crashes. Of these crashes 1,325 resulted in a fatality or personal injury. 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.

Additionally, with the legalization of recreational marijuana use in the state of Missouri, it is anticipated drug impaired driving crashes will increase dramatically. A study published in the Journal of Studies on Alcohol and Drugs, states that legalized recreational marijuana had an increase in traffic crashes and deaths. According to Charles M. Farmer, Ph.D., of the Insurance Institute for Highway Safety in Ruckersville, VA., after legalization and the launch of retail sales, there was a 5.8% rise in the incidence of traffic collision injuries and a 4.1% increase in the rate of fatal crashes in five states that permit people age 21 and older to consume marijuana recreationally. In a comparative group of states without marijuana legalization, the researchers did not see any rise during the same period.

GOALS/OBJECTIVES

Core Performance Measure Goal:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average alcohol-involved fatality target of 232.6 by December 31, 2026.

Core Performance Measure Goals

1. Increase DWI arrests by 5% over the previous fiscal year's reported statistics;
2. Improve awareness of enforcement actions through high visibility operations, providing significant visual stimuli to those who are considering driving after partaking in alcohol or drugs;
3. To provide a decrease in the number of alcohol/drug related serious injury and fatality traffic crashes in and around the county's entertainment districts, and subsequently identifying and stopping impaired drivers before they reach major highways and interstates is crucial in preventing major crashes.

PROJECT DESCRIPTION

Conduct twenty (20) organized saturation patrols during the fiscal year, in selected areas, with the goal of utilizing six (6) deputies per deployment, in six (6) hour deployments. Deployments will be made primarily on days outside of the Traffic Safety Unit normal operating hours and will focus on selected areas which show a high number of DWI related arrests, and impaired driving crashes.

Enforcement will be conducted on the entertainment districts throughout the metro area, as well as areas which have a high propensity of impaired drivers such as concerts, sporting events, etc. Primary hours of enforcement will be between 10:00pm and 4:00am, however times may be altered based on the operating hours of special events.

SUPPLEMENTAL INFORMATION

| <u>Question</u> | <u>Answer</u> |
|---|---------------|
| You must answer the following questions. | |
| 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 MOCARS? | Yes |
| 5 Does your agency report MIBRS 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? | Yes |
| 11 If YES, please explain. | |
| <p>The TSU has had several personnel changes within the last year . The TSU's newest members sometimes have little or no experience in impaired driving investigation. While their performance level may not be at the level of a more experienced deputy, it is only temporary, and through experience and training, all the TSU members perform at a very high level.</p> | |
| 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. | |

Over the last three fiscal years the Jackson County Sheriff's Office has applied, and been approved for three separate enforcement projects. The first being a general unit salary contract which funds a Sergeant and five 5 full time Deputies to utilized for a full time traffic safety / impaired driving enforcement team. All funds been utilized the last three years for this project. The second project awarded is for dedicated impaired driving enforcement (Saturation Patrols). All funding was utilized for fiscal years 2021 and 2022. A total balance of \$3,888.51 remained for 2023. Impaired driving enforcement continues to become a specialized skill set, and most deputies consider this type of enforcement to be somewhat intimidating. There has been very little interest in working this type of enforcement outside the Traffic Safety Unit. Finally, the Sheriff's Office last awarded project was for hazardous moving violation enforcement (HMVE). The Sheriff's Office has struggled the last three years to utilize the funds awarded for this project. This is primarily due to the lack of interest in deputies to work the enforcement. This is in large part due to the lack of radar/lidar units available to deputies outside the Traffic Safety Unit. It should be noted in fiscal year 2023, funding was granted for the purchase of four (4) hand-held radar units to be utilized by non-TSU deputies working the enforcement. The Sheriff's Office has also recently purchased ten (10) vehicle mounted units, and has been approved to purchase an additional ten (10). The approval to compensate deputies working the enforcement at a double time rate of pay has also been extended. That, along with the now available equipment to conduct this type of enforcement should gain interest from both TSU members, as well as from outside units/divisions in utilizing the awarded funding.

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 UEI 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. | 448 |
| 19 Total number of speeding citations written by your agency. | 653 |
| 20 Total number of HMV citations written by your agency. | 1219 |
| 21 Total number of child safety/booster seat citations written by your agency. | 7 |
| 22 Total number of safety belt citations written by your agency. | 13 |
| 23 Total number of warnings issued. | 2114 |

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. | 61883 |
| 25 Total number of traffic crashes resulting in a fatality. | 331 |
| 26 Total number of traffic crashes resulting in a serious injury. | 17939 |
| 27 Total number of speed-related traffic crashes. | 6908 |
| 28 Total number of speed-related traffic crashes resulting in a fatality. | 157 |

| | | |
|----|--|------|
| 29 | Total number of speed-related traffic crashes resulting in a serious injury. | 2594 |
| 30 | Total number of alcohol-related traffic crashes. | 2289 |
| 31 | Total number of alcohol-related traffic crashes resulting in a fatality. | 42 |
| 32 | Total number of alcohol-related traffic crashes resulting in a serious injury. | 919 |
| 33 | Total number of unbuckled fatalities. | 148 |
| 34 | Total number of unbuckled serious injuries. | 367 |

Enter your agency's information below.

| | | |
|----|--|----|
| 35 | Total number of commissioned law enforcement officers. | 86 |
| 36 | Total number of commissioned patrol and traffic officers. | 30 |
| 37 | Total number of commissioned law enforcement officers available for overtime enforcement. | 76 |
| 38 | Total number of vehicles available for enforcement. | 96 |
| 39 | Total number of radars/lasers. | 16 |
| 40 | Total number of in-car video cameras. | 55 |
| 41 | Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument. Preliminary Breath Instrument = 6 Oral Fluid Testing Device = 1 | |
| 42 | Total number of Breath Instruments. | 8 |

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 Missouri State Highway Patrol'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
US-24 Highway
US-71 Highway
US-350 Highway
US-40 Highway

Within the city limits of Kansas City:

Main street, Broadway Boulevard, I-35 and I-670/I-70, Southwest Boulevard, Southwest Traffic way, West 39th St., Pennsylvania Avenue, J.C. Nichols Parkway, and Pennway Parkway, and in the Mid-town Kansas City area.

The Traffic Safety Unit will conduct enforcement operations throughout the entire Jackson County area , with targeted enforcement at specific locations based on up to date crash data, entertainment and bar districts within municipalities, as well as any area with a high propensity of impaired drivers such as sporting events, concerts, etc.

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

45 Enter the months in which enforcement will be conducted.

October through September, all months of the fiscal year.

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

Primarily Saturdays and days/times where it is believed there will be a high propensity for impaired drivers such as sporting events, concerts, select holidays, etc.

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

Primarily 10:00 pm to 4:00 am, or during the operating hours of special event enforcement.

48 Enter the number of officers assigned during the enforcement period. 6

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

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 MOCARS 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) 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

The Project Director will routinely monitor enforcement statistics, evaluate each participating members productivity, document areas of success and achievement, and identify any areas where improvement is needed. The TSU will continue to share data and statistics with regional agencies.

ADDITIONAL FUNDING SOURCES

BUDGET

| Category | Item | Description | Quantity | Cost | Total | Local | Total Requested |
|----------------|--------------------------|--|----------|-------------|-------------|--------|-----------------|
| Personnel | | | | | | | |
| | Overtime and/or Fringe | Approximately 567 hours of impaired driving enforcement + fringe | 1.00 | \$41,000.00 | \$41,000.00 | \$0.00 | \$41,000.00 |
| | | | | | \$41,000.00 | \$0.00 | \$41,000.00 |
| Training | | | | | | | |
| | Professional Development | Missouri DWI/DRE Recertification Conference | 6.00 | \$600.00 | \$3,600.00 | \$0.00 | \$3,600.00 |
| | | | | | \$3,600.00 | \$0.00 | \$3,600.00 |
| Total Contract | | | | | \$44,600.00 | \$0.00 | \$44,600.00 |

ATTACHMENTS

| <u>Document Type</u> | <u>Description</u> | <u>Original File Name</u> | <u>Date Added</u> |
|----------------------|--------------------|---------------------------|-------------------|
| PDF | PDF Document | 2288_001.pdf | 03/19/2024 |
| PDF | PDF Document | JCSO Impaired Signed A | 03/26/2024 |



Jackson County Missouri

Jackson County Courthouse
415 E. 12th Street, 2nd floor
Kansas City, Missouri
64106
(816)881-3242

Request for Legislative Action

File #: 24-338, Version: 0

REQUESTED MEETING DATE: Select Date

SPONSORS:

Choose Sponsor #1.

Choose Sponsor #2.

Choose Sponsor #3.

Choose Sponsor #4.

Choose Sponsor #5.

Choose Sponsor #6.

Choose Sponsor #7.

Choose Sponsor #8.

Choose Sponsor #9.

Ordinance No.: 5892

Sponsor: Venessa Huskey

Date: October 14, 2024

To be confirmed by County Counselor's Office:

STAFF CONTACT: Beth Money **PHONE:** 816-541-8017 ext 72259

EMAIL: emoney@jacksongov.org

DEPARTMENT: Sheriff's Office

TITLE: Appropriating \$44,600 from the undesignated fund balance of the 2024 Grant Fund in acceptance of the Sheriff's Office Impaired Driving Enforcement Grant awarded by the Missouri Department of Transportation, Highway Safety and Traffic Division, and authorizing the County Executive to execute a contract with the Missouri Highway Safety Division for the expenditure of grant funds. Project Number 25-ENF-03-077.

SUMMARY: The Sheriff's Office has been awarded an Impaired Driving Enforcement grant in the amount of \$44,600 by the Missouri Department of Transportation, Highway Safety and Traffic Division, for the period of October 1, 2024, to September 30, 2025. The grant does not require any local matching funds. Project Number 25-ENF-03-077. The Sheriff's Office will target impaired drivers through high visibility enforcement activities, including multijurisdictional projects throughout Jackson County. The grant funds will be used for reimbursement of overtime necessary for sobriety enforcement activities and for training and travel expenses of Traffic Unit personnel. The Sheriff recommends the acceptance of this grant and the execution of a grant contract with the Missouri Department of Transportation, Highway Safety and Traffic Division. An appropriation is necessary to place the grant funds in the proper spending accounts.

FINANCIAL IMPACT:**NO** ☐ GRANT GR100188

FROM:

| Amount | Fund | Department | Line-Item Detail |
|----------|------|------------|------------------|
| \$44,600 | 010 | 9999 | 32810 |

YES ☒

TO:

| AmountFundDepartme ntLine-Item Detail | | | |
|--|-----|------|-------|
| \$38,086 | 010 | 4201 | 55030 |
| \$2,914 | 010 | 4201 | 55040 |
| \$3,600 | 010 | 4201 | 56756 |

ACTION NEEDED: APPROPRIATE FUNDS**ATTACHMENTS:**

Click or tap here to enter text.

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

| | |
|------------|--------|
| Ord # | 5892 |
| eRLA ID #: | 24-338 |

| Cost Center | | Spend Category | Program/Grant/Project | From | To |
|-----------------|------------------|---------------------------------|-----------------------|-----------|-----------|
| 9999 | - | 32810 Undesignated Fund Balance | | \$ 44,600 | \$ - |
| 4201 | Sheriff's Office | 55030 Overtime Salaries | GR100188 | | 38,086 |
| 4201 | Sheriff's Office | 55040 FICA Taxes | GR100188 | | 2,914 |
| 4201 | Sheriff's Office | 56756 Training Expense | GR100188 | | 3,600 |
| | | | | | |
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| APPROVED | | | | \$ 44,600 | \$ 44,600 |

By Sarah Matthes at 9:02 am, Oct 07, 2024

Page 1 of 1

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$283,841.00 from the undesignated fund balance of the 2024 General Fund in acceptance of the Sheriff's Office's DWI/Traffic Safety Unit Salary Grant awarded by the Missouri Department of Transportation, Highway Safety and Traffic Division, and authorizing the County Executive to execute a contract for the acceptance and expenditure of grant funds.

ORDINANCE NO. 5893, October 14, 2024

INTRODUCED BY Venessa Huskey, County Legislator

WHEREAS, by Ordinance 5863 dated July 16, 2024, the Sheriff's Office was awarded a grant in the amount of \$3,532.00 by the Missouri Department of Transportation Highway Safety and Traffic Division, for the purpose of funding of vehicle equipment; and,

WHEREAS, by Ordinance 5799 dated October 23, 2023, the Sheriff's Office was awarded a grant in the amount of \$302,374.00 by the Missouri Department of Transportation Highway Safety and Traffic Division, for the purpose of funding a six-person DWI/Traffic Safety Unit and the cost of one new vehicle with equipment for its use; and,

WHEREAS, the Sheriff Office has been awarded grant funds by the Missouri Department of Transportation, Highway Safety and Traffic Division for vehicle equipment and automobiles in the amount of \$282,342.00; and,

WHEREAS, the Sheriff's Office recommends the acceptance of this award and the execution of a contract with the Missouri Department of Transportation, Highway Safety and Traffic Division; and,

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

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following transfer and appropriation be and hereby are made:

| <u>DEPARTMENT/DIVISION</u> | <u>CHARACTER/DESCRIPTION</u> | <u>FROM</u> | <u>TO</u> |
|----------------------------|---|-------------|-----------|
| General Fund | | | |
| Sheriff's Office | | | |
| 001-4201 | 55010 Regular Salaries | \$282,342 | |
| 9999 | 56105 Operating Transfers | | \$282,342 |
| General Funds: Grants | | | |
| 001G-9999 | 47070 Inter Fund Transfers | 282,342 | |
| | 45000 Increase Revenues | 283,841 | |
| | 32810 | | |
| | Undesignated Fund Balance | | 566,183 |
| | 32810 | | |
| | Undesignated Fund Balance | 566,183 | |
| Sheriff's Traffic Unit | | | |
| 001-4202 | 55010 Regular Salaries | | 405,287 |
| | 58120 Overtime Salaries | | 20,707 |
| | 55038 Uniform Allowance | | 7,200 |
| | 55040 FICA Taxes | | 29,092 |
| | 55050 Pension Contribution | | 54,762 |
| | 55060 Insurance Benefits | | 47,635 |
| | 57521 Operating Equipment – Law Enforcement | | 1,500 |

and,

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

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

APPROVED AS TO FORM:

Bryan Covinsky
Bryan Covinsky (Oct 10, 2024 11:32 CDT)

County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5893 introduced on October 14, 2024, was duly passed on _____, 2024 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. 5893.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 001 4201 55010

ACCOUNT TITLE: General Fund
Sheriff's Office
Regular Salaries

NOT TO EXCEED: \$282,342.00

ACCOUNT NUMBER: 001G 9999 47070

ACCOUNT TITLE: General Fund: Grants
Inter Fund Transfers

NOT TO EXCEED: \$282,342.00

ACCOUNT NUMBER: 001G 9999 45000

ACCOUNT TITLE: General Fund: Grants
Increase Revenues

NOT TO EXCEED: \$283,841.00

ACCOUNT NUMBER: 001G 9999 32810

ACCOUNT TITLE: General Fund
Undesignated Fund Balance

NOT TO EXCEED: \$566,183.00

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 9999 56105

ACCOUNT TITLE: General Fund
Operating Transfers

NOT TO EXCEED: \$282,342.00

ACCOUNT NUMBER: 001G 9999 32810

ACCOUNT TITLE: General Fund
Undesignated Fund Balance

NOT TO EXCEED: \$566,183.00

| | |
|-----------------|---|
| ACCOUNT NUMBER: | 001G 4202 55010 |
| ACCOUNT TITLE: | General Fund- Grants Sheriff's Traffic Unit Regular Salaries |
| NOT TO EXCEED: | \$405,287.00 |
| ACCOUNT NUMBER: | 001G 4202 55030 |
| ACCOUNT TITLE: | General Fund- Grants Sheriff's Traffic Unit Overtime Salaries |
| NOT TO EXCEED: | \$20,707.00 |
| ACCOUNT NUMBER: | 001G 4202 55038 |
| ACCOUNT TITLE: | General Fund- Grants Sheriff's Traffic Unit Uniform Allowance |
| NOT TO EXCEED: | \$7,200.00 |
| ACCOUNT NUMBER: | 001G 4202 55040 |
| ACCOUNT TITLE: | General Fund- Grants Sheriff's Traffic Unit FICA Taxes |
| NOT TO EXCEED: | \$29,092.00 |
| ACCOUNT NUMBER: | 001G 4202 55050 |
| ACCOUNT TITLE: | General Fund- Grants Sheriff's Traffic Unit Pension Contribution |
| NOT TO EXCEED: | \$54,762.00 |
| ACCOUNT NUMBER: | 001G 4202 55060 |
| ACCOUNT TITLE: | General Fund- Grants Sheriff's Traffic Unit Insurance Benefits |
| NOT TO EXCEED: | \$47,635.00 |
| ACCOUNT NUMBER: | 001G 4202 57521 |
| ACCOUNT TITLE: | General Fund- Grants Sheriff's Traffic Unit Operating Equipment – Law Enforcement |
| NOT TO EXCEED: | \$1,500.00 |

10/10/2024

Date


Sylvia Stevenson (Oct 10, 2024 10:58 CDT)

Chief Administrative Officer

CONTRACT

Form HS-1

Version: 1

05/24/2024

Missouri Department of Transportation
Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
Phone: 573-751-4161
Fax: 573-634-5977

Project Title: Dedicated Impaired Driving Enforcement
Project Number: 25-ENF-03-040
Project Category: Impairment Enforcement
Program Area: Impaired Driving Countermeasures

Funding Source: 154 AL / 20.607

Type of Project: Initial

Started: 10/01/2024

| Federal Funds Benefiting | |
|--------------------------|--------------|
| State: | |
| Local: | \$283,841.10 |
| Total: | \$283,841.10 |

| Source of Funds | |
|-----------------|--------------|
| Federal: | \$283,841.10 |
| State: | |
| Local: | \$282,341.10 |
| Total: | \$566,182.20 |

Name of Grantee
Jackson County Sheriff's Office

Grantee County
Jackson

Grantee Address
4001 NE Lakewood Court

Lee's Summit, MO 64064-1703

Telephone
816-541-8017

Fax
816-795-1969

Contract Period
Effective: 10/01/2024
Through: 09/30/2025

Prepared By
Wilson, Scott

Subrecipient Authorizing Official

Date

Subrecipient Project Director

Date

MHTC Authorizing Official

Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$283,841.10**; 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 and each subrecipient 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. 25024, Pub. L. 117-58
- 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 AND SOFTWARE

A. PROCUREMENT: Subrecipient's may adhere to its own procurement regulations and procedures which reflect applicable state/local laws, rules, and regulations provided such regulations and procedures adhere to the following State's procurement regulations and procedures:

1. Have a process in place to ensure that contracts are not awarded to contractors or individuals on a federal and/or state debarment list.
2. All procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.
3. All quotations and the rationale behind the selection of a source of supply must be retained, attached to the purchase order copy (as applicable), and placed in the accounting files.
4. Purchases to a single vendor estimated to total less than \$10,000 may be purchased with prudence on the open market.
5. Purchases to a single vendor estimated to total \$10,000 or more but less than \$100,000 must be competitively bid, or purchased through use of a state cooperative procurement, but need not be solicited by mail or advertisement.
6. Purchases to a single vendor estimated to total \$100,000 or more must:
 1. be advertised for bid in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders (and may advertise in at least two weekly minority newspapers and may provide such information through an electronic medium available to the general public) at least five days before bids for such purchases are to be opened;
 2. post a notice of the proposed purchase in a public area of the Subrecipient's office ; and
 3. solicit bids by mail or other reasonable methods generally available to the public from prospective suppliers.
7. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services, and that all necessary affirmative steps are taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR PART 200.322)
8. Subrecipients will make every effort to purchase equipment as early in the fiscal year as possible . Equipment purchased late in the fiscal year risks not being reimbursed unless extenuating circumstances are encountered (i.e. supply chain shortages).

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. The MHTC will notify the subrecipient when an item of original cost of \$5,000 or more (and tracked by the MHTC as inventory) is no longer being

tracked and may be disposed of. 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. Subrecipient should report monthly, or at least quarterly, to MHTC using the online Grant Management System. For projects where salaried positions are awarded, claim voucher and activity reports must be submitted *monthly*. Subrecipient must ensure complete, accurate and final voucher and supporting documentation is received by the MHTC no later than November 15, which is after the end of the Federal fiscal year for which the final voucher pertains. Final payment is contingent upon receipt of the complete, accurate and final voucher.
- 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) 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. Unique entity identifier (generated by *SAM.gov*);
- F. The names and total compensation of the five most highly compensated officers of the entity if :
 - A. 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
 - B. 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, if an award no longer effectuates the program goals or MHTC priorities. 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, and in the case of partial termination the portion of the award to be terminated.

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);
- **49 CFR part 21** (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964); **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **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);

- **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);
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government); and
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

- A. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
- B. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
- C. The Recipient will insert the clauses of appendix A and E of DOT Order 1050.2A in every contract or agreement subject to the Acts and the Regulations.
- D. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
- E. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
- F. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

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- G. That the Recipient will include the clauses set forth in appendix C and appendix D of DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - 1. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - 2. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- H. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - 1. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - 2. the period during which the Recipient retains ownership or possession of the property.
- I. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- J. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

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. Crash Reporting Chapter 43.250 RSMo - Law enforcement officers to file all crash reports with Missouri State Highway Patrol (MSHP).
- 3. Uniform Crime Reporting Chapter 43.505 RSMo - Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
- 4. Racial Profiling Chapter 590.650 RSMo - Law enforcement agency to file a report to the Attorney General each calendar year.
- 5. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201.

- 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 and /or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written or email 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. All final modification requests must be submitted no later than September 30 of the project fiscal year.
- 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. **LAWS 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>Assistance Listing #</u> | <u>Program Title</u> |
|----------------|-----------------------------|---|
| 402 | 20.600 | State and Community Highway Safety Programs |
| 154 | 20.607 | Alcohol Open Container Requirements |
| 405b | 20.616 | National Priority Safety Programs |
| 405c | 20.616 | National Priority Safety Programs |
| 405d | 20.616 | National Priority Safety Programs |
| 405e | 20.616 | National Priority Safety Programs |
| 405f | 20.616 | National Priority Safety Programs |
| 405g | 20.616 | National Priority Safety Programs |
| 405h | 20.616 | National Priority Safety Programs |
| 405i | 20.616 | National Priority Safety Programs |

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

(Applies to subrecipients as well as States)

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 Tier Participant 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 1200.
- 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.

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- D. The prospective primary tier 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 and 1200. 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 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.
- G. The prospective primary 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," 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 1200.
- 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 System for Award Management Exclusions website (<https://www.sam.gov/>).
- 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, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

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

- 1. The prospective primary tier 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 Participant 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 1200.

- 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, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. 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 the department or agency with which this transaction originated.
- 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 1200.
- 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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- 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, 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 or debarment.

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, motorcycles, trailers, and other similar conveyances must be manufactured or assembled in the United States of America regardless of cost.

<https://www.nhtsa.gov/sites/nhtsa.gov/files/buy-america-act-revised-11202015.pdf>

Furthermore, the State and each subrecipient will follow the guidelines of 2 C.F.R. § 200.322, Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

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 and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

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.

XXIX. PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS

All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops. Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

XXX. PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE

The National Defense Authorization Act of Fiscal Year 2019 (Pub. L. 115-232) prohibits Federal grant funds from being obligated or expended to procure or obtain (or to enter into, extend, or renew a contract to procure or obtain) certain covered telecommunications equipment, services, or systems. States and subrecipients should refer to the Super Circular for more information on what equipment and companies this prohibition covers.

Equipment regularly purchased under NHTSA grants that may be subject to this provision could include : mobile phones, landlines, and the internet. Note that this provision prohibits purchasing these (and other) items produced by certain companies; items produced by non-prohibited companies are still potentially allowable.

**XXXI. CERTIFICATION ON CONFLICT OF INTEREST
(Applies to subrecipients as well as States)**

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate , make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

- A.** The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - 1.** The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - 2.** The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
- B.** The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

- A.** The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
- B.** NHTSA will review the disclosure and may require additional relevant information from the recipient . If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict .
- C.** Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization .

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. If the minimum number of students cannot be ensured, the subrecipient should contact the MHTC Highway Safety Office to seek approval to proceed with the 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 is expected to participate in associated 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, Holiday Impaired Driving campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: <https://mobilization.rejis.org>.
- 5. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training (POST) certified law enforcement officer will be reimbursed.
- 6. 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 annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact or Operation Gateway (traffic safety task forces).

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 crackdowns 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.

G. PURSUIT POLICIES

Law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

PROBLEM IDENTIFICATION

Substance-impaired drivers contributed to 22% 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 has increased significantly over the past decade. With recreational marijuana now legal in Missouri, there are concerns this trend will continue.

Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 81.7% 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.

Depending on the jurisdiction, impaired driving offenses in Missouri are prosecuted differently. Prosecutors and judges may not always be aware of the severity of the impaired driving problem or how to best provide treatment for an offender.

Jackson County impaired driving crashes: (As reported by Missouri State Highway Patrol crash data):

2017 - 859
2018 - 814
2019 - 894
2020 - 986
2021 - 1,048
2022 - 862
2023 - 902

Jackson County impaired driving fatal crashes: (As reported by Missouri State Highway Patrol crash data):

2017 - 16
2018 - 8
2019 - 8
2020 - 20
2021 - 17
2022 - 16
2023 - 35

Viewing the last 7 years of data for Jackson County, 2020 and 2021 produced a very high number of impaired driver crashes, as well as impaired driving fatalities. While in 2022 one less crash fatality was reported, in 2023 there were 35 impaired driver fatality crashes, the highest number in the past seven 7 years. 15 of those were as a result of drug impaired driving, which is 10 more than the reported 5 drug impaired fatalities reported in 2021, and 9 more than reported in 2022. This is likely the result of the legalization of marijuana for recreational use in Missouri in December of 2022.

As long as the number of impaired driver crashes is higher than zero, there will always be a need for dedicated impaired driving enforcement. When considering the efficiency of DWI enforcement conducted by patrol deputies versus full-time dedicated DWI enforcement deputies, keep the following in mind:

A patrol deputy receives initial DWI investigation training at the academy, and possibly refreshers once or twice in his or her career. That deputy performs Standardized Field Sobriety Testing (SFST) only a few times a year, or not at all, and is thus not comfortable with them. A patrol deputy is subject to the pressures of call volume as well as other serious crimes, and may not invest the time in DWI investigations. Patrol deputies are typically viewed by the public as "just another cop" who may, or may not be pursuing DWI offenders. Additionally, the patrol deputy may not recognize cases of drug-impaired driving, or other non-alcohol impaired driving cases.

A dedicated DWI enforcement deputy receives regular continuing education in DWI enforcement, including legal updates and training. A dedicated DWI enforcement deputy conducts SFSTs on a regular basis, and is very proficient in his or her impaired driving investigations, and subsequently testifying in court. A dedicated DWI deputy is not subject to call volume, and can therefore be proactive in identifying impaired drivers, and making the arrest, rather than simply responding to a crash caused by an impaired driver, when property damage, injury, or a fatality may have already occurred.

Lack of training, know how, or desire of a large amount of the law enforcement community has led to drugged drivers not being properly identified when contacted and removed from the roadways. Failure to recognize this impairment, or discretionary

decisions by officers to not investigate the impairment due to the nature of the contact are believed to contribute to the increase in drugged driving crashes. When agencies such as the Sheriff's Office have dedicated DWI enforcement units working, the units frequently responds to calls from patrol regarding drugged drivers, as the average patrol deputy doesn't feel comfortable investigating these situations. In incidences when the Traffic Safety Unit (TSU) was contacted to handle these types of contacts, even by outside agencies, many drugged driving investigations have resulted in arrests that otherwise would not have been made. During fiscal year 2023, the TSU arrested 394 subjects for driving while intoxicated. During that same period, deputies assigned to patrol, and other divisions of the Sheriff's Office arrested 54.

Jackson County drug impaired driving crashes: (as reported by Missouri State Highway Patrol crash data):

2017 - 102
2018 - 160
2019 - 173
2020 - 230
2021 - 222
2022 - 136
2023 - 169

Due to the legalization of recreational marijuana use in the state of Missouri, it is anticipated that drug impaired crashes would increase as a result. A study published in the Journal of Studies on Alcohol and Drugs, states that legalized recreational marijuana had an increase in traffic crashes and deaths. According to Charles M. Farmer, Ph.D., of the Insurance Institute for Highway Safety in Ruckersville, VA., after legalization and the launch of retail sales, there was a 5.8% rise in the incidence of traffic collision injuries and a 4.1% increase in the rate of fatal crashes in five states that permit people age 21 and older to consume marijuana recreationally. In a comparative group of states without marijuana legalization, the researchers did not see any rise during the same period.

GOALS/OBJECTIVES

Core Performance Measure Goal:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average alcohol-involved fatality target of 232.6 by December 31, 2026.

Core Performance Measure Goals:

In fiscal year 2022 members of the Sheriff's Office Traffic Safety Unit (TSU) identified and arrested over 500 impaired drivers. Unfortunately in fiscal year 2023, the unit made over 100 less arrests. While some may consider this a step in the wrong direction, the decrease in arrests can be attributed to extended leave by the TSU members, personnel changes, and less impaired driving investigation experience by the unit's newest members.

The TSU proposes the following progressive 5 year goal, to be pursued by the TSU and our partners going forward in 2024:

- Reduce the number of impaired driving crashes by 8%
- Reduce the number of impaired driving fatality crashes by 15.5%

With the goal of maintaining these percentages every year over the next 5 years, the number of impaired driving crashes and impaired driving crash fatalities will be reduced to the lowest numbers in 6 years.

In addition to reducing the number of impaired driving crashes and fatalities, the Traffic Safety Unit has the following objectives:

1. Field a dedicated DWI Enforcement Unit, the Traffic Safety Unit, of 5 deputies and 1 sergeant.
2. Perform as a full-time saturation patrol. The National Highway Traffic Safety Administration (NHTSA) publication "Countermeasures that Work," 9th Edition (2017), identified saturation patrols as the second most effective enforcement method that can be used to address impaired driving. The TSU works as a unit, every shift. The supervisor and all deputies work the same hours whenever possible, and work in small geographical areas (which change based on day of week, time, and most recent crash data). We are, therefore, a saturation patrol in and of ourselves during each shift that we work.
3. Continue to develop as leaders in DWI enforcement among the law enforcement community in the Kansas City metro area. The TSU has assisted outside agencies on a regular basis during past fiscal years by assisting with crash investigations, impaired driving investigations, Drug Recognition Expert (DRE) evaluations, and more. The TSU will continue to develop this leadership role.
4. Engage any other interested parties in pursuit of the goal. The TSU will share our goals with the public, other law enforcement agencies, the Jackson County Traffic Safety Task Force, Mother's Against Drunk Driving, (MADD) the Highway Safety & Traffic Division, and others. We will provide updates on progress made. This will involve maintaining an active awareness of traffic crashes in Jackson County as they occur.
5. Utilize the Type II operators within the TSU to educate the newer members of the Sheriff's Office, and any outside agencies on basic identification and interdiction of impaired drivers. This training will be made a priority by the Sheriff's Office and will be taught during in service training. This action will substantially increase the number of eyes on the streets working to identify and interdict impaired drivers on Jackson County roadways.
6. Identify, interdict, and apprehend 400 or more impaired drivers and forward all cases to successful prosecution.

PROJECT DESCRIPTION

The Jackson County Sheriff's Office Traffic Safety Unit functions like an organized saturation patrol on all deployment periods and is currently staffed with 1 sergeant and 5 deputies. The amount of arrests made for impaired drivers by the unit has continued to increase since 2014, While 2023 impaired driving arrests decreased from 2022, this can be contributed to extended leave from TSU members, personnel changes, and less experience in impaired driving investigation by the unit's newest members.

2020 - 293

2021 - 439

2022 - 539

2023 - 394

The DWI arrests made over the last 4 years was accomplished without the assistance of sobriety checkpoints, but rather targeted enforcement. The TSU saturates areas which historically have the highest percentage of alcohol related traffic crashes which coincide with larger associated entertainment districts.

The TSU will continue to develop the Sheriff's Office's newest Deputies as well as current TSU members. In addition to traditional driving while impaired investigation training, we will strive for every TSU to be Type II operators, as well as provide the tools necessary for certain members to achieve their DRE certification. Currently, every TSU member must attend an Advanced Roadside Impaired Driving (ARIDE) class, and we intend to maintain that requirement.

Personnel changes over the last few years has brought in deputies with little to no experience in impaired driving investigation. In the time spent on the TSU, these deputies have acquired the skills necessary to conduct thorough drug and/ or alcohol driving investigations, and have utilized those skills after leaving the unit. This in and of itself is a tremendous asset for the Sheriff's Office because that skill set is now passed on to other units/divisions within the Sheriff's Office. Over time, this puts more and more deputies on the roadways with the ability to successfully identify and investigate impaired drivers.

SUPPLEMENTAL INFORMATION

| <u>Question</u> | <u>Answer</u> |
|--|---------------|
| You must answer the following questions. | |
| 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 MOCARS? | Yes |
| 5 Does your agency report MIBRS 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? | Yes |
| 11 If YES, please explain. | |
| The TSU has had several personnel changes within the last year . The TSU's newest members sometimes have little or no experience in impaired driving investigation. While their performance level may not be at the level of a more experienced deputy, it is only temporary, and through experience and training, all the TSU members perform at a very high level. | |
| 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. | |

Over the last 3 fiscal years the Jackson County Sheriff's Office has applied, and been approved for three separate projects. The first being a general unit salary contract which funds a Sergeant and five (5) dedicated Deputies to utilized for a full time traffic safety/impaired driving enforcement team. All funds been utilized the last three years for this project.

The second project awarded is for dedicated impaired driving enforcement (Saturation Patrols). All funding was utilized for fiscal years 2021 and 2022. A total balance of \$3,888.51 remained for 2023. Impaired driving enforcement continues to become a specialized skill set, and most deputies consider this type of enforcement to be somewhat intimidating. There has been very little interest in working this type of enforcement outside the Traffic Safety Unit.

Finally, the Sheriff's Office last awarded project was for hazardous moving violation enforcement (HMVE). The Sheriff's Office has struggled the last 3 years to utilize the funds awarded for this project. This is primarily due to the lack of interest in deputies to work the enforcement. This is in large part due to the lack of radar/lidar units available to deputies outside the Traffic Safety Unit. It should be noted in fiscal year 2023, funding was granted for the purchase of four (4) hand-held radar units to be utilized by non-TSU deputies working the enforcement. The Sheriff's Office has also recently purchased ten (10) vehicle mounted units, and has been approved to purchase an additional ten (10)more,

The approval to compensate deputies working the enforcement at a double time rate of pay has also been extended. That, along with the now available equipment to conduct this type of enforcement should gain interest from both TSU members, as well as from outside units/divisions in utilizing the awarded funding.

- | | | |
|----|---|----|
| 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 UEI 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. | 448 |
| 19 | Total number of speeding citations written by your agency. | 653 |
| 20 | Total number of HMT citations written by your agency. | 1219 |
| 21 | Total number of child safety/booster seat citations written by your agency. | 7 |
| 22 | Total number of safety belt citations written by your agency. | 13 |
| 23 | Total number of warnings issued. | 2114 |

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. | 61883 |
| 25 | Total number of traffic crashes resulting in a fatality. | 331 |
| 26 | Total number of traffic crashes resulting in a serious injury. | 17939 |

| | | |
|----|--|------|
| 27 | Total number of speed-related traffic crashes. | 6908 |
| 28 | Total number of speed-related traffic crashes resulting in a fatality. | 157 |
| 29 | Total number of speed-related traffic crashes resulting in a serious injury. | 2594 |
| 30 | Total number of alcohol-related traffic crashes. | 2289 |
| 31 | Total number of alcohol-related traffic crashes resulting in a fatality. | 42 |
| 32 | Total number of alcohol-related traffic crashes resulting in a serious injury. | 919 |
| 33 | Total number of unbuckled fatalities. | 148 |
| 34 | Total number of unbuckled serious injuries. | 367 |

Enter your agency's information below.

| | | |
|----|--|----|
| 35 | Total number of commissioned law enforcement officers. | 86 |
| 36 | Total number of commissioned patrol and traffic officers. | 30 |
| 37 | Total number of commissioned law enforcement officers available for overtime enforcement. | 76 |
| 38 | Total number of vehicles available for enforcement. | 96 |
| 39 | Total number of radars/lasers. | 16 |
| 40 | Total number of in-car video cameras. | 55 |
| 41 | Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument. Preliminary Breath Test instrument= 6 Oral Fluid Testing Device=1 | |
| 42 | Total number of Breath Instruments. | 8 |

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 Missouri State Highway Patrol 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
US-24 Highway
US-71 Highway
US-350 Highway
US-40 Highway

Within the city limits of Kansas City:

Main street, Broadway Boulevard, I-35 and I-670/I-70, Southwest Boulevard, Southwest Traffic way, West 39th St., Pennsylvania Avenue, J.C. Nichols Park way, and Pennway Park way, and in the Mid-town Kansas City area.

The Traffic Safety Unit will conduct enforcement operations throughout the entire Jackson County area , with targeted enforcement at specific locations based on up to date crash data, entertainment and bar districts within municipalities, as well as any areas with a high propensity for impaired drivers such as sporting events, concerts, etc.

44 Enter the number of enforcement periods your agency will conduct each month. 16

45 Enter the months in which enforcement will be conducted.

October through September, all months of the fiscal year.

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

Primarily Tuesday through Friday, with select Saturdays dedicated to overtime saturation patrol enforcement.

It should be noted at times the Traffic Safety Unit will alter its schedule to adjust enforcement during sporting events, concerts, various holidays, etc. or any time or area there may be an increase in impaired driving.

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

Tuesday through Friday 6:00pm to 4:00am is the primary schedule for the TSU , with Saturdays being reserved for special enforcement/saturation patrols. It must be clarified that from time to time, adjustments to schedules and assignment must be made when staffing is low , however such adjustments will only be made when they are necessary and unavoidable. This would include times when a patrol squad has experienced a critical staffing shortage, or during special assignments involving traffic control .

48 Enter the number of officers assigned during the enforcement period. 6

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

The Traffic Safety Unit utilizes supplies needed to conduct driving while intoxicated investigations . This is including, but not limited to:

Dry gas canisters for instrument calibration, PBTs and breath instrument mouthpieces, printer paper for breath instrument printers, and ink ribbons for breath instruments.

PROJECT EVALUATION

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 MOCARS 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) 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

The Project Director will routinely monitor enforcement statistics throughout the fiscal year, evaluate each TSU members productivity, document areas of success and achievement, and identify any areas where improvement is needed. The TSU will continue to share data and statistics with regional agencies.

ADDITIONAL FUNDING SOURCES

BUDGET

| Category | Item | Description | Quantity | Cost | Total | Local | Total Requested |
|----------------|---------------------------------|--|----------|--------------|--------------|--------------|-----------------|
| Equipment | | | | | | | |
| | Breath Instruments and Supplies | Dry gas for instrument calibration, PBT and breath instrument mouthpieces, printer paper for breath instrument printers, ink ribbons for breath instrument printers etc. | 1.00 | \$1,500.00 | \$1,500.00 | \$0.00 | \$1,500.00 |
| | | | | | \$1,500.00 | \$0.00 | \$1,500.00 |
| Personnel | | | | | | | |
| | Salary and/or Fringe | 2,080 hours of dedicated impaired driving enforcement for one Sergeant level 2, one Deputy level 2, four deputy level 3. As follows: Salary: \$380,287.00 FICA: \$29,092.00 Pension: \$54,761.32 Workman's Comp \$47,634.75 Holiday overtime pay: \$20,707.20 Additional \$25,000 salary overage Uniform allowance: \$7,200.00 Totaling \$564,682.30 | 1.00 | \$564,682.20 | \$564,682.20 | \$282,341.10 | \$282,341.10 |
| | | | | | \$564,682.20 | \$282,341.10 | \$282,341.10 |
| Total Contract | | | | | \$566,182.20 | \$282,341.10 | \$283,841.10 |

ATTACHMENTS

| <u>Document Type</u> | <u>Description</u> | <u>Original File Name</u> | <u>Date Added</u> |
|----------------------|--------------------|---------------------------|-------------------|
| PDF | PDF Document | 2288_001.pdf | 03/19/2024 |
| PDF | PDF Document | JCSO TSU Signed App.p | 03/26/2024 |



Jackson County Missouri

Jackson County Courthouse
415 E. 12th Street, 2nd floor
Kansas City, Missouri
64106
(816)881-3242

Request for Legislative Action

File #: 24-335, Version: 0

REQUESTED MEETING DATE: Select Date

SPONSORS:

Choose Sponsor #1.

Choose Sponsor #2.

Choose Sponsor #3.

Choose Sponsor #4.

Choose Sponsor #5.

Choose Sponsor #6.

Choose Sponsor #7.

Choose Sponsor #8.

Choose Sponsor #9.

Ordinance No.: 5893

Sponsor: Venessa Huskey

Date: October 14, 2024

To be confirmed by County Counselor's Office:

STAFF CONTACT: Beth Money **PHONE:** 816-541-8017 ext 72259

EMAIL: emoney@jacksongov.org

DEPARTMENT: Sheriff's Office

TITLE: Appropriating \$283,841 from the undesignated fund balance of the 2024 General Fund Grants and transferring \$282,342 from the Sheriff's Office 2024 General Fund, in acceptance of the Sheriff's Office DWI/Traffic Safety Unit Salary Grant awarded by the Missouri Department of Transportation, Highway Safety and Traffic Division, and authorizing the County Executive to execute a contract with the Missouri Highway Safety Division for the expenditure of grant funds. Project Number 25-ENF-03-040.

SUMMARY: The Sheriff's Office has been awarded a grant in the amount of \$283,841 by the Missouri Department of Transportation, Highway Safety and Traffic Division, for the purpose of funding a six-person DWI/Traffic Safety Unit and the cost of breath instrument supplies for use by the DWI Traffic Unit, for the period of October 1, 2024, to September 30, 2025. The grant is subject to a local match in the amount of \$282,342. Project Number 25-ENF-03-040. The Sheriff recommends the acceptance of this grant and the execution of a grant contract with the Missouri Department of Transportation, Highway Safety and Traffic Division. An appropriation is necessary to place the grant funds in the proper spending accounts.

FINANCIAL IMPACT:**NO** ☐ GRANT GR100186

FROM:

| Amount | Fund | Department | Line-Item Detail |
|-----------|------|------------|------------------|
| \$283,841 | 001G | 9999 | 32810 |
| \$282,342 | 001 | 4201 | 55010 |

YES ☒

TO:

| AmountFundDepartme ntLine-Item Detail | | | |
|--|------|------|-------|
| \$405,287 | 001G | 4202 | 55010 |
| \$20,707 | 001G | 4202 | 55030 |
| \$7,200 | 001G | 4202 | 55038 |
| \$29,092 | 001G | 4202 | 55040 |
| \$54,762 | 001G | 4202 | 55050 |
| \$47,635 | 001G | 4202 | 55060 |
| \$1,500 | 001G | 4202 | 57521 |

ACTION NEEDED: APPROPRIATE FUNDS**ATTACHMENTS:**

Click or tap here to enter text.

Supplemental Appropriation Request
Jackson County, Missouri

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

Date: January 1, 2024

Ord # 5893
eRLA ID #: 24-335

001 General Fund

| Cost Center | Spend Category | Program/Grant/Project | From | To |
|-----------------------------|---|-----------------------|------------|---------|
| 4201 Sheriff's Office | 55010 Regular Salaries | | \$ 282,342 | \$ - |
| 9999 | 56105 Operating Transfers | | | 282,342 |
| 001G General Fund: Grants | | | | |
| 9999 | 47070 Inter Fund Transfers | | 282,342 | |
| 9999 - | 45000 Increase Revenues | | 283,841 | |
| 9999 - | 32810 Undesignated Fund Balance | | | 566,183 |
| 9999 - | 32810 Undesignated Fund Balance | | 566,183 | |
| 4202 Sheriff's Traffic Unit | 55010 Regular Salaries | GR100186 | | 405,287 |
| 4202 Sheriff's Traffic Unit | 55030 Overtime Salaries | GR100186 | | 20,707 |
| 4202 Sheriff's Traffic Unit | 55038 Uniform Allowance | GR100186 | | 7,200 |
| 4202 Sheriff's Traffic Unit | 55040 FICA Taxes | GR100186 | | 29,092 |
| 4202 Sheriff's Traffic Unit | 55050 Pension Contribution | GR100186 | | 54,762 |
| 4202 Sheriff's Traffic Unit | 55060 Insurance Benefits | GR100186 | | 47,635 |
| 4202 Sheriff's Traffic Unit | 57521 Operating Equipment - Law Enforcement | GR100186 | | 1,500 |
| | | | | |
| | | | | |

\$ 1,414,708 \$ 1,414,708

APPROVED
By Sarah Matthes at 8:54 am, Oct 07, 2024
Budget Office

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for the furnishing of two international trucks for use by the Public Works Department to Viking-Cives Midwest of Morley, MO, under the terms and conditions set forth in Sourcewell Contract No. 062222-VCM, an existing, competitively bid government contract, at an actual cost to the County in the amount of \$226,846.00

RESOLUTION NO. 21762, October 14, 2024

INTRODUCED BY Jalen Anderson, County Legislator

WHEREAS, the Public Works Department has a need for dump trucks for daily use by the Road & Bridge Division; and,

WHEREAS, the Public Works Department has a need for one single axle International truck and one tandem axle International truck to replace existing trucks that have exceeded their useful lives; and,

WHEREAS, the replacement of these fleet vehicles was contemplated in the 2024 Public Works budget; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, the Directors of Public Works and Finance and Purchasing recommend the award of a contract for the purchase of these vehicles to Viking-Cives Midwest of Morley, MO, under the terms and conditions set forth in Sourcewell Contract No. 062222-VCM, an existing, competitively bid, government contract; and,

WHEREAS, an award under the existing government contract is recommended as this contract provides better discounts than would be available if the County bid separately; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made under the existing, cooperatively bid, government contract as recommended by the Directors of Public Works and Finance and Purchasing and that the Director of Finance and Purchasing be and hereby is authorized to execute any documents necessary to the accomplishment of the award; and,

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

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

APPROVED AS TO FORM:

Bryan Covinsky
Bryan Covinsky (Oct 10, 2024 11:32 CDT)

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21762 of October 14, 2024, was duly passed on _____, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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: 004 1011 58110
ACCOUNT TITLE: Special Road & Bridge Fund
Public Works - Fleet Replacement
Heavy Machinery & Equipment
NOT TO EXCEED: \$226,846.00

10/10/2024

Date

Sylvia Stevenson
Sylvia Stevenson (Oct 10, 2024 10:58 CDT)

Chief Administrative Officer



Jackson County Missouri

Jackson County Courthouse
415 E. 12th Street, 2nd floor
Kansas City, Missouri
64106
(816)881-3242

Request for Legislative Action

File #: 24-312, Version: 0

REQUESTED MEETING DATE: Select Date

SPONSORS:

Choose Sponsor #1.

Choose Sponsor #2.

Choose Sponsor #3.

Choose Sponsor #4.

Choose Sponsor #5.

Choose Sponsor #6.

Choose Sponsor #7.

Choose Sponsor #8.

Choose Sponsor #9.

Resolution No.: 21762

Sponsor: Jalen Anderson

Date: October 14, 2024

To be confirmed by County Counselor's Office:

STAFF CONTACT: Kristi Miller

PHONE: 816-881-4449

EMAIL: kjmillier@jacksongov.org <mailto:kjmillier@jacksongov.org>

DEPARTMENT: Public Works

TITLE: Public Works Fleet Division within the Public Works Department is requesting the purchase of (2) two International truck cab and chassis to replace aging equipment within the fleet. Pursuant to section 1030.4 of Jackson County code Public Works Fleet Division recommends the purchase of (1) one single axle International truck and (1) one tandem axle International truck from Viking Cives Midwest, Inc of Morley, MO under terms and conditions of Sourcewell Contract #062222-VCM an existing competitively bid government contract...body

SUMMARY: Public Works Fleet Division within the Public Works Department is requesting the purchase of (2) two International truck cab and chassis to replace aging equipment within the fleet. Pursuant to section 1030.4 of Jackson County code Public Works Fleet Division recommends the purchase of (1) one single axle International truck and (1) one tandem axle International truck from Viking Cives Midwest, Inc of Morley, MO under terms and conditions of Sourcewell Contract #062222-VCM an existing competitively bid government contract. The dump trucks are utilized daily by our Road & Bridge Division and are vital to the operations to maintain the County's infrastructure. This purchase has been integrated into the Divisions specialty equipment replacement and is a planned appropriation for this year.

FINANCIAL IMPACT:

NO ☐

| Amount | Fund | Department | Line-Item Detail |
|-----------|------|------------|------------------|
| 226846.00 | | | |

YES ☒

004-1011-58110

ACTION NEEDED: AUTHORIZE

ATTACHMENTS:

This expenditure was included in the Annual Budget.

| | |
|------------|--------|
| RES # | 21762 |
| eRLA ID #: | 24-312 |

| | Spend Category | Program/Grant/Project | Not to Exceed |
|---------------------------------------|-----------------------------------|-----------------------|---------------|
| 1011 Public Works - Fleet Replacement | 58110 Heavy Machinery & Equipment | | \$ 226,846 |
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| APPROVED | | | \$ 226,846 |

Page 1 of 1



22956 Hwy 61
PO Box 295
Morley, MO 63767
Phone: 573-262-3545
Fax: 573-262-3369

Quote

| Quote # | Date |
|---------|----------|
| 171406 | 09/24/24 |

| Customer | | |
|------------------------------------|----|-------|
| JACKSON CO PUBLIC WRKS RD & BRIDGE | | |
| *****email invoices***** | | |
| 34900 E. OLD U.S. 40 HWY | | |
| OAK GROVE | MO | 64075 |

| Ship To | | |
|-------------------------------------|----|-------|
| JACKSON CO PUBLIC WORKS RD & BRIDGE | | |
| 34900 OLD US 40 HWY | | |
| OAK GROVE | MO | 64075 |

| Customer PO | Terms | Sales Rep | Lead Time | Ship Via | FOB | VIN |
|------------------|--------|-----------|-----------|----------|------------|-----|
| sourcewell quote | NET 30 | DALE | 09/24/24 | VCM | MORLEY, MO | |

| Item | Description | Ordered | UOM | Price Per | Total Price |
|---|--|---------|-----|-------------|-------------|
| SOURCEWELL | Sourcewell Contract # 062222-VCM Customer member # (50994) Item sold (SW-CH0400, NJ2500) | 1.00 | EA | 0.00 | 0.00 |
| SW-CH0400 | Single axle truck for 10' body packages,2024 International HV507 | 1.00 | EA | 205,710.62 | 205,710.62 |
| -MSRP list is shown, International chassis proposal is subject to production availability and future material surcharge | | | | | |
| NJ2500 | Discounted chassis price at 25% off MSRP is \$154,282.97 | 1.00 | EA | -100,449.62 | -100,449.62 |
| Option to modify package with 25% off MSRP, variations from contract chassis include: -Transmission -Horsepower -Cab to axle length -Tire Size Final sell price is \$105,261.00 | | | | | |

Prepared By: cpobst@vikingcives.com
Memo: Sourcewell member #50994 Jackson County

| | |
|-----------|------------|
| Sub-Total | 105,261.00 |
| Shipping | 0.000 |
| Discount | 0.00 |
| Taxes | 0.00 |
| Total | 105,261.00 |

Customer must fill out the information below before the order can be processed.

Accepted by: _____ Date: _____ P.O.#: _____

*Quoted price does not include any applicable taxes.

*Terms are Due Upon Receipt unless prior credit

*Terms for established accounts. NET 30 days

*Please note if chassis is furnished. it is as a convenience and terms are Net Due on Receipt of Chassis



22956 Hwy 61
PO Box 295
Morley, MO 63767
Phone: 573-262-3545
Fax: 573-262-3369

Quote

| Quote # | Date |
|---------|----------|
| 171407 | 09/24/24 |

| Customer | | |
|------------------------------------|----|-------|
| JACKSON CO PUBLIC WRKS RD & BRIDGE | | |
| *****email invoices***** | | |
| 34900 E. OLD U.S. 40 HWY | | |
| OAK GROVE | MO | 64075 |

| Ship To | | |
|-------------------------------------|----|-------|
| JACKSON CO PUBLIC WORKS RD & BRIDGE | | |
| 34900 OLD US 40 HWY | | |
| OAK GROVE | MO | 64075 |

| Customer PO | Terms | Sales Rep | Lead Time | Ship Via | FOB | VIN |
|-------------|--------|-----------|-----------|----------|-----|-----|
| | NET 30 | DALE | 09/24/24 | | | |

| Item | Description | Ordered | UOM | Price Per | Total Price |
|------------|---|---------|-----|------------|-------------|
| SOURCEWELL | Sourcewell Contract # 062222-VCM Customer member # (50994) Item sold (SW-CH0410, NJ2500) | 1.00 | EA | 0.00 | 0.00 |
| SW-CH0410 | Tandem axle truck for 13-17' body packages, International - MSRP list is shown, International chassis proposal is subject to production availability and future material surcharge | 1.00 | EA | 213,456.06 | 213,456.06 |
| NJ2500 | Discounted chassis price at 25% off MSRP is \$160,092.05 Option to modify package with 25% off MSRP, variations from contract chassis include: -Transmission -Horsepower -Cab to axle length -Tire Size Final sell price is \$121585.00 | 1.00 | EA | -91,871.06 | -91,871.06 |

Prepared By: dwillis@vikingcivesmidwest.com
Memo: SOURCEWELL

| | |
|-----------|------------|
| Sub-Total | 121,585.00 |
| Shipping | 0.000 |
| Discount | 0.00 |
| Taxes | 0.00 |
| Total | 121,585.00 |

Customer must fill out the information below before the order can be processed.

Accepted by: _____ Date: _____ P.O.#: _____

*Quoted price does not include any applicable taxes.

*Terms are Due Upon Receipt unless prior credit

*Terms for established accounts. NET 30 days

*Please note if chassis is furnished. it is as a convenience and terms are Net Due on Receipt of Chassis



Solicitation Number: 062222

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Cives Corporation, 2155 West Indiana Circle, Salt Lake City, UT 84104 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Snow and Ice Handling Equipment, Supplies, and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 15, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

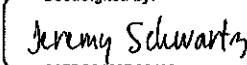
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

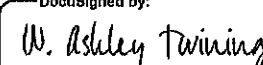
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

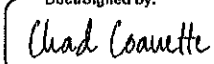
Sourcewell

Cives Corporation

DocuSigned by:

By: C0FD2A139D06469...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 8/11/2022 | 12:31 PM CDT

DocuSigned by:

By: 5D26862D4BA94B3...
W. Ashley Twining
Title: Vice President
Date: 8/12/2022 | 1:16 PM CDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 8/12/2022 | 1:28 PM CDT

RFP 062222 - Snow and Ice Handling Equipment, Supplies, and Accessories

Vendor Details

Company Name: Viking Cives Midwest Inc.
Does your company conduct business under any other name? If yes, please state: Cives Corporation, Viking-Cives
Address: 2155 West Indiana Circle
Salt Lake City, Utah 84104
Contact: KEVIN NEWSON
Email: knewson@vikingcives.com
Phone: 801-204-4130
Fax: 801-204-4128
HST#: 20-4726446 for Viking Cives Midwest Inc. 16-0955800 for Cives Corporation and Viking-Cives

Submission Details

Created On: Tuesday May 03, 2022 10:12:47
Submitted On: Wednesday June 22, 2022 14:15:48
Submitted By: Chris Pobst
Email: cpobst@vikingcives.com
Transaction #: 5c5bf0b0-0327-4751-8f56-daba26e587da
Submitter's IP Address: 71.228.177.144

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question | Response * | |
|-----------|--|--|---|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | Cives Corporation FEIN: 16-0955800 | * |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | Viking-Cives Midwest Inc. | * |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | Viking-Cives USA Viking-Cives LTD Viking-Cives Midwest Inc. (FEIN: 20-4726446) Viking-Cives Group Lindco Equipment Cives Corporation | * |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | 04-654-5398 | * |
| 5 | Proposer Physical Address: | Cives Corporation - VCM ATTN: Kevin Newson 2155 West Indiana Circle Salt Lake City, UT 84104 | * |
| 6 | Proposer website address (or addresses): | vikingcives.com | * |
| 7 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | W. Ashley Twining Vice President Cives Corporation 3700 Mansell Road Suite 500 Alpharetta, GA 30022 atwining@cives.com Tel: 770-993-4424 | * |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Kevin Newson Western States Sales Manager 2155 West Indiana Circle Salt Lake City, UT 84104 knewson@vikingcives.com Tel: 801-204-4130 | * |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Dave Wentzel General Manager 22956 Highway 61 Oran, MO 63771 dwentzel@vikingcives.com Tel: 573-262-3545 Chris Pobst Inside Sales 22956 Highway 61 Oran, MO 63771 cpobst@vikingcives.com Tel: 573-262-3545 | |

Table 2: Company Information and Financial Strength

| Line Item | Question | Response * |
|-----------|--|---|
| 10 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | Founded in 1952, Cives Corporation, consisting of Cives Steel Company and the Viking-Cives Group, is a progressive, employee-owned company with great financial strength. Cives Steel Company is one of the largest fabricators of structural steel buildings in the United States. The Viking-Cives Group is a full-line truck equipment company and one of the largest snow and ice control equipment manufacturers in North America. Our company core values are teamwork, integrity, expertise, and the ability to outperform, and over deliver. Our business philosophy is service to our customers and provide a quality product. |
| 11 | What are your company's expectations in the event of an award? | A partnership with Sourcewell and its members is a valuable asset. Our expectation is to grow contract usage and expand Sourcewell membership. |
| 12 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | With over half a billion dollars in yearly revenue, our company's stability is due to complimenting markets in the steel and truck equipment industries. Our financial success has allowed us to expand our footprint by building new locations and acquire new factory stores without incurring debt. Please see the attached DNB report, DART rating, bank reference letter, and letter of credit. |
| 13 | What is your US market share for the solutions that you are proposing? | Based on company revenue and our large customer database, we are one of the three largest snow and ice control equipment manufacturers in North America. |
| 14 | What is your Canadian market share for the solutions that you are proposing? | We are the largest snow and ice manufacture in Canada and control over half the market share. |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No, our company has never petitioned for bankruptcy protection. |
| 16 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | We are a manufacturer of snow and ice removal equipment. We are a factory direct to customer company employing over 30 sales staff in North America. Customer service is the cornerstone of our business because we believe teamwork and communication are vital to a successful project. Our service to customers is a direct approach. From beginning to end, we're side-by-side to ensure the expectations of each project or build is met. We utilize three manufacturing locations and several factory stores in both the United States and Canada to provide as much direct interaction with our customers as possible. To create local support we built relationships with specific dealers around the country that emulate our core values. These dealers work very closely with the local sales manager. |
| 17 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | We have these licenses and they required for our business. Trailer manufacture License - Required to build and certify trailers. Dealers License - Required to do turnkey trucks and transfer titles. Vehicle Certification License - Required to certify incomplete vehicles after equipment is installed on them. This verifies it meets Federal and DOT regulations. We also have many staff members that hold ASE certifications and welding certifications. While these are not required they are beneficial and assure the staff is properly trained. |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | We have never had a suspension or debarment. |

Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * |
|-----------|--|---|
| 19 | Describe any relevant industry awards or recognition that your company has received in the past five years | Many government agencies have recognized our innovative products such as the Tow Plow and Salt Saver Plow. These include case studies by Michigan State showing the cost savings provided by our Tow Plows, and many news agencies promoting the unit in NY, UT, AZ, SD, ND, and MO. We thrive on creating new items or ideas to help solve our customer's problems. We have expanded our product line with three new patented products, the BiDirectional Tow Plow, Side Shift Plow and Highway Guardrail Maintenance Trailer. |
| 20 | What percentage of your sales are to the governmental sector in the past three years | 2022 - 84% 2021 - 78% 2020 - 80% |
| 21 | What percentage of your sales are to the education sector in the past three years | 2022 - 5% 2021 - 3% 2020 - 4% |
| 22 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | Cooperative contracts: Sourcewell State contracts: Missouri, Tennessee, Arkansas, Idaho, West Virginia, Minnesota, Michigan, Oregon, Washington, Connecticut, Rhode Island, New Hampshire, North Carolina, New Jersey, New York, North Dakota, Kentucky, Utah, Montana, Wyoming, Kansas, Oklahoma Turnpike, Oklahoma Annual sales volume for cooperative contracts: 2022 - \$13 million 2021 - \$12 million 2020 - \$7 million Annual sales volume for state contracts: 2022 - \$110 million 2021 - \$102 million 2020 - \$107 million |
| 23 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | We do not have any GSA or SOSA contracts. |

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * |
|---|----------------|----------------|
| Tennessee Department of Transportation | Estel Hagewood | 615-532-4038 |
| New York State Department of Transportation | Dave Schaub | 518-417-6676 |
| Road Commission for Oakland County | Steven Guerra | 248-464-8294 |

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * |
|-------------|---------------|--------------------|---------------------------|------------------------|----------------------------------|
| NYSDOT | Government | New York - NY | Snow plow truck packages. | \$140,000.00 | \$22,000,000.00 |
| MoDOT | Government | Missouri - MO | Snow plow truck packages. | \$95,000.00 | \$21,000,000.00 |
| TDOT | Government | Tennessee - TN | Snow plow truck packages. | \$140,000.00 | \$17,000,000.00 |
| WVDOT | Government | West Virginia - WV | Snow plow truck packages. | \$90,000.00 | \$12,000,000.00 |
| CDOT | Government | Connecticut - CT | Snow plow truck packages. | \$125,000.00 | \$14,000,000.00 |

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * |
|-----------|---|--|
| 26 | Sales force. | <p>We have 33 direct sales people employed by us operating out of 13 locations, covering all of the US States and Canada. The locations they are based out of are:</p> <p>US locations: Harrisville, NY Lewiston, ME Oakfield, NY Williston, VT Waterbury, CT Nashville, TN Merrillville, IN Morley, MO Grain Valley, MO Salt Lake City, UT Battle Creek, MI (Opening soon)</p> <p>Canada locations: Mount Forest, Ontario Calgary, Alberta</p> |
| 27 | Dealer network or other distribution methods. | <p>In addition to our staff there are 16 additional sales staff at select dealers in the US and Canada.</p> <p>US locations: Oklahoma City, OK Salem, OR Spokane, WA, Boise, ID Dallas, TX Lancaster, PA</p> <p>Canada locations: Mattawa, ON Newmarket, ON Carleton Place, ON Kingston, ON Keswick, ON Blenheim, ON Frederickton, NB Sherwood Park, AB</p> |
| 28 | Service force. | <p>Each location has dedicated service staff to address any concerns that come up. We have a main point of contact at each manufacturing facility in Missouri, New York, and Canada that will then direct the local service personnel. In total there are 15 service personnel working directly for us. Our sales staff will also act as service personnel when required as they are typically local to the customer and very knowledgeable of the equipment.</p> |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | <p>Our staff will use this process. The equipment is quoted off the price and product list. The quote is sent to the customer with contract number and item numbers for the customer to review. A purchase order would be issued and we would convert the quote into a sales order. The sales order is then scheduled by production for completion.</p> <p>Distributors would use this process. The equipment is quoted off the price and product list. The quote is sent to the dealer with contract number and item numbers for them to review and forwarded to the member for review. A purchase order would be issued to us directly and we will issue a PO to the dealer for their portion of the work. The sales order is then scheduled by production for completion.</p> |

| | | | |
|----|--|--|---|
| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | Customer service is driven by our sales staff. Not only do they excel in knowing the ins and outs of the snow and ice business, but they are also certified in a number of technical services and have undergone training to provide customers some technical support at a moments notice. Customers can also reach out to our technical support staff dedicated to handling technical inquiries during both office and after hours. We strive to respond within 24 hours whenever possible. Our sales staff is incentivized to resolve all issues as quickly as possible to maintain customer relationship. | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | We have two manufacturing locations in the United States: one in Morley, MO and the other in Harrisville, NY supported by eight factory stores that span from the east coast to the rocky mountains. By employing our own sales staff and utilizing our nationwide reach, we're able to directly support customers in all 50 states. We have over 350 employees involved in the snow and ice division between all locations. | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | With one manufacturing location in Mount Forest, Ontario and a factory store in Alberta, along with many dealer locations, we have the ability to cover all Canadian providences. It is our goal to reach as much of the territory as possible. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | We have no geographic areas of the United States or Canada that can not be serviced. | * |
| 34 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | We will and do service all Sourcewell participating sectors. We have no other cooperative contracts that limit our ability to promote Sourcewell. | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | There are no restrictions or special requirements for Hawaii, Alaska, and US Territories. | * |

Table 7: Marketing Plan

| Line Item | Question | Response * | |
|-----------|--|---|---|
| 36 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | Our strategy of direct customer service allows our sales force the opportunity to speak face-to-face with customers about the benefits of Sourcewell. Many, if not all, of our sales people have attended Sourcewell's informational conferences and have great experience in the value Sourcewell provides to its members. Many of our marketing materials, such as product catalogs, flyers, banners, etc., display Sourcewell's logo and our Sourcewell contract number. We also feature a section on our website devoted to Sourcewell FAQ information. Please see the attached Viking Product Catalog as an example of how we promote our partnership with Sourcewell. The last attachment has many of our product data sheets that will be included in a new marketing booklet with the Sourcewell contract information. | * |
| 37 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | We have made strides in updating our website, and integrating QR codes into some of our marketing material for instant, handheld access to our product literature. We also create promotional videos for new product lines that we share across all our social media platforms. | * |
| 38 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | We have found that promoting this contract through word of mouth or having a presence during expos and trade shows is a great role for Sourcewell. Directing potential customers to the Sourcewell website and helping them understand the benefits and options that Sourcewell provides is also a great help. We also benefit from the yearly sales staff training and informational meeting with our cooperative contract manager. We integrate this contract by having quarterly sales meetings to specifically discuss, understand, and utilize Sourcewell. We also strategize on how to reach potential Sourcewell members. | * |
| 39 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | We typically lean towards the personal interaction between our customers, but have found the eProcurement process can be helpful. Products we manufacture are typically bid through an eProcurement process. Most organizations will email purchase orders. We have a few customers who log into the system, select their products, create a purchase order, and we will be notified. | * |

Table 8: Value-Added Attributes

| Line Item | Question | Response * |
|-----------|---|--|
| 40 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | Operator and maintenance training are provided at no cost when products are delivered by our sales staff. We often do these in unison with the hydraulic manufacture to provide hydraulic system calibration at the same time. Some of our more specialized equipment like the Tow Plows receive 8 hour training and implementation classes for groups of operators. These are also done at no cost to the member. |
| 41 | Describe any technological advances that your proposed products or services offer. | Our patented salt saver plow is designed to reduce the amount of material used to melt ice from a roadway and reduce the amount of trips needed to clear the roadway. Our Tow Plows provide the opportunity to clear two driving lanes with a single operator doubling the productivity. When these items are paired with advanced hydraulic systems we are able to provide beneficial information such as plowing speed, material used, and location data to help protect the member in case of an accident. |
| 42 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | This year we have put a team together starting on researching how to integrate with electric vehicles. We are working with a few chassis manufactures so we can provide options and equipment in this market as it grows. |
| 43 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | Our business is not eligible for any third-party issued eco-labels, ratings or certifications. |
| 44 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | Our business is not eligible for any of these certifications. |
| 45 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | Innovation and customer service. Our products are geared to solving problems such as operator shortage, reduced chemical usage, and increased fuel economy. Our vast amount of experience has led to unique situations that needed unique solutions like the Tow Plow. We have received three patents in the last five years and all of them is a different approach to snow and ice control while cutting time and worry for customers. Our customers continue to reach out to us for unique solutions because we're willing to try new things and help support them as much as possible. |

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question | Response * | |
|-----------|---|---|---|
| 46 | Do your warranties cover all products, parts, and labor? | Yes. All parts manufactured by Cives Corporation / Viking-Cives are covered by a 1 year warranty. Items that we install such as hydraulic systems are covered by their manufacture warranty and processed through us. | * |
| 47 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | No our warranty does not have usage restrictions or other limitations. | * |
| 48 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Warranty work is to be performed at our locations whenever possible. In the event that is not possible we will dispatch a technician or make arrangements for the repair to be done locally. | * |
| 49 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | We have locations throughout the United States and Canada to provide warranty repair. In the event we are not able to provide local warranty repair arrangements will be made with a local truck shop to handle the repair. | * |
| 50 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | Warranty for items we install and do not manufacture are handled through us. | * |
| 51 | What are your proposed exchange and return programs and policies? | Unused items that were ordered incorrectly by a customer can be returned with a 15% restocking fee. Items that are not correct or do not fit can be returned without a fee. | * |
| 52 | Describe any service contract options for the items included in your proposal. | We offer annual maintenance and tune-up options for our snow and ice equipment. These can be purchased in 1 year and 3 year maintenance packages. | * |

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
|-----------|--|--|---|
| 53 | Describe your payment terms and accepted payment methods. | Payment is Net 30 with an account. When a chassis is supplied it is due upon receipt so that the unit can be titled and licensed properly. Credit is extended to all government and educational customers. Purchasing cards are accepted for up to \$3,000.00. All other purchases should be made on an account and paid by check or wire transfer. | * |
| 54 | Describe any leasing or financing options available for use by educational or governmental entities. | Leasing and financing options are available through many of our partnering chassis dealership's and partnered Sourcewell contract holders. | * |
| 55 | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | Our standard transaction documents are the initial quote and a sales order for after it has been ordered. Our quotes have the following terms and conditions listed on them. *Quoted price does not include any applicable taxes. *Terms are Due Upon Receipt unless prior credit *Terms for established accounts, NET 30 days *Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis A sample quote and sales order are attached. | * |
| 56 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | P-card's are accepted for up to \$3,000.00 without any additional fee. | * |

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question | Response * | |
|-----------|---|---|---|
| 57 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | Line item discounts are used. The attached product offering document shows MSRP and has a list price reflecting the discount. | * |
| 58 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | Products are offered at 25% off MSRP. | * |
| 59 | Describe any quantity or volume discounts or rebate programs that you offer. | Multi unit orders can qualify for an additional 1% discount on the truck equipment. Chassis and chassis options do not qualify for this discount. | * |
| 60 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | Open market items and sourced goods will be offered with an item number of NJ2400. These items will have a variable markup to meet local price structures at no more than 25% over cost. The variable rate will be adjusted to cover our labor and remain competitive in the area we are servicing. | * |
| 61 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | All cost's will be inclusive of the final sales price with the exception of taxes, title, licensing fees, and any unforeseeable governmental mandated fees. | * |
| 62 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | Products are FOB (freight on board) our location. Small items such as parts are packaged and shipped with UPS and FedEx. That cost is added to the order total. We also offer expediated delivery services for an increased cost. Large items such as completed snow plow trucks will have a line item quote for the delivery charge to the final destination. These are often driven and sometimes placed on transport trucks. | * |
| 63 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | For Alaska and Hawaii we offer the same services as the lower 48 get. We have locations in Canada that service Canadian location with them same shipping methods used in the US. In the event parts need to be shipped from the US to a customer in Canada we will handle all customs paperwork and the shipping charges will be added to the order. We have partnered freight companies that will handle the offshore deliveries. The cost will be added to the order. | * |
| 64 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | One of the unique offerings we have is our drivers delivering the completed snow plow trucks directly to the customer. | * |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|--|
| 65 | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Due to the volume Sourcewell purchases have provided us we are able to offer a slightly higher discount. |

Table 13: Audit and Administrative Fee

| Line Item | Question | Response * |
|-----------|--|---|
| 66 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | The Sourcewell price and product list is entered into our quoting system and kept in a shared folder to ensure all of our sales staff has access and the information is correct. Each Sourcewell quote is rigorously checked for correct contract numbers, item numbers, and prices by our contract administrators before sent to members. We utilize special item numbers in our quote system that generate usage reports to make sure nothing is missed. In addition to that we have a separate tracking program that identifies product categories as a check stop. Quarterly reports are generated, reviewed by our contract administrators and sent to our cooperative contract manager within 30 days for quarter end. The Admin fee is mailed out within 30 days of quarter end. An 18-month report is also reviewed and checked to ensure accuracy. |
| 67 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | We use a CRM program that compiles this sales data and gives us charts showing history, increases / declines, and opportunity by region. This information is reviewed at quarterly sales meeting by region and also with everyone at annual sales meetings. All activity is checked periodically and discussed with the territory manager to assure we continue to grow contract usage. |
| 68 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Administrative fee: 1% on equipment offered except chassis' Class 6, 7, 8 chassis: \$700 flat fee per unit Medium/Light duty chassis: \$350 flat fee per unit |

Table 14A: Depth and Breadth of Offered Equipment Products and Services

| Line Item | Question | Response * |
|-----------|--|---|
| 69 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | The products we are offering are Snow and Ice Related Equipment Packages, Chassis', Turnkey Packages, Medium Duty Turnkey Packages, Front Plows, Front Hitches, Material Spreaders, Spreader Stands, Dump Bodies, Combination Dump Bodies, Hydraulic Systems, Underbody Scrapers, Emergency Warning Light Packages, Road Repair, Maintenance Vehicles, Installation, Wing Plows, Tow Plows, Trailers, Direct Liquid Application Units, Cutting Edges, Parts, Open Market and Sourced Goods, Service, Training |
| 70 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Snow Plow, One-Way Plow, Two-Stage Plow, Pusher Plow, Expressway Plow, Wing Plow, Tow Plow, Underbody Scraper, Spreader Controls, Brine Maker, Direct Liquid Units, Dump Body, Material Body, Load Cover Systems, Combination Body, Salt Spreader, Spreader, Sander, Direct Liquid, Liquid System, Snow Blowers, Sweepers, Pre-wet, Emergency Lighting, Installation, Camera Systems, Laser Indicators, Open Market and Sourced Goods, Training, Service, Parts, Supplies, Repair, Accessories |

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type | Offered * | Comments | |
|-----------|--|--|---------------------------------|---|
| 71 | Plows, blades, wings, blowers, and brooms | <input checked="" type="radio"/> Yes <input type="radio"/> No | We offer all of these products. | * |
| 72 | Spreader or sprayer systems for the application of de-icing or anti-icing solids or liquids and snow melters | <input checked="" type="radio"/> Yes <input type="radio"/> No | We offer all of these products. | * |
| 73 | Dump bodies, specialty equipment, and air or hydraulic systems, related to the upfitting or modification primarily for snow and ice handling; and, | <input checked="" type="radio"/> Yes <input type="radio"/> No | We offer all of these products. | * |
| 74 | A complementary offering of parts, supplies, and accessories, related to the upkeep, repair, or maintenance of their offering of equipment as described in 71-73 above | <input checked="" type="radio"/> Yes <input type="radio"/> No | We offer all of these services. | * |

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

| Contract Section | Term, Condition, or Specification | Exception or Proposed Modification |
|------------------|-----------------------------------|------------------------------------|
| | | No exceptions requested. |
| | | |
| | | |
| | | |
| | | |
| | | |

Documents

Ensure your submission document(s) conforms to the following:

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - Pricing - Clives Corporation Price and Product List.xlsx - Wednesday June 22, 2022 14:06:49
 - Financial Strength and Stability - Clives Corporation financial information.pdf - Tuesday June 21, 2022 08:46:21
 - Marketing Plan/Samples - Viking Product Catalog.pdf - Tuesday June 21, 2022 09:37:00
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information - Clives-Viking Warranty.docx - Tuesday June 21, 2022 09:14:21
 - Standard Transaction Document Samples - Sample quote and order sheets.pdf - Tuesday June 21, 2022 09:27:29
 - Upload Additional Document - Literature sample.pdf - Wednesday June 22, 2022 11:40:01

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - W. Ashley Twining, Vice President, Clives Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| Addendum_3_Snow_Ice_Handling_Equipment_RFP_062222 Thu May 26 2022 01:38 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_2_Snow_Ice_Handling_Equipment_RFP_062222 Fri May 20 2022 02:03 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_1_Snow_Ice_Handling_Equipment_RFP_062222 Tue May 3 2022 03:55 PM | <input checked="" type="checkbox"/> | 1 |

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for the furnishing of ten Stalker DSR 2-Antenna dash mount radar units for use by the Sheriff's Office to Applied Concepts, Inc. of Richardson, TX, under the terms and conditions of NASPO ValuePoint State of Washington Contract No. 24823, an existing competitively bid government contract, at an actual cost to the County in the total amount of \$31,923.00.

RESOLUTION NO. 21763, October 14, 2024

INTRODUCED BY Venessa Huskey, County Legislator

WHEREAS, the Sheriff's Office has a continuing need for ten dash mount radar units for patrol vehicles to replace the current dash mount radar units that are obsolete or irreparable; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, the Sheriff and Director of Finance and Purchasing recommend the award of a contract for the furnishing of ten dash mount radar units for use by the Sheriff's Office to Applied Concepts of Richardson, TX, under the terms and conditions of an existing competitively bid NASPO ValuePoint State of Washington Contract No. 24823, at an actual total cost to the County in the amount of \$31,923.00; and,

WHEREAS, an award under the state contract is recommended due to the significant discounts offered to larger entities; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the award be made under the existing competitively bid government contract as recommended by the Sheriff and Director of Finance and Purchasing and that the Director be and hereby is authorized to execute any documents necessary to the accomplishment of the award; and,

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

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

APPROVED AS TO FORM:

Bryan Covinsky
Bryan Covinsky (Oct 10, 2024 11:32 CDT)

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21763 of October 14, 2024, was duly passed on _____, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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 4201 58115
ACCOUNT TITLE: General Fund
Sheriff's Office
Sheriff Vehicle Equipment
NOT TO EXCEED: \$31,923.00

10/10/2024

Date



Sylva Stevenson (Oct 10, 2024 10:58 CDT)

Chief Administrative Officer



Jackson County Missouri

Jackson County Courthouse
415 E. 12th Street, 2nd floor
Kansas City, Missouri
64106
(816)881-3242

Request for Legislative Action

File #: 24-332, Version: 0

REQUESTED MEETING DATE: Select Date

SPONSORS:

Choose Sponsor #1.

Choose Sponsor #2.

Choose Sponsor #3.

Choose Sponsor #4.

Choose Sponsor #5.

Choose Sponsor #6.

Choose Sponsor #7.

Choose Sponsor #8.

Choose Sponsor #9.

Resolution No.: 21763

Sponsor: Venessa Huskey

Date: October 14, 2024

To be confirmed by County Counselor's Office:

STAFF CONTACT: Beth Money **PHONE:** 816-541-8017 ext 72259

EMAIL: emoney@jacksongov.org

DEPARTMENT: Sheriff's Office

TITLE: Awarding a contract to purchase ten Stalker DSR 2-Antenna dash mount radar units for use by the Sheriff's Office from Applied Concepts, Inc. of Richardson, Texas, under the terms and conditions of NASPO ValuePoint State of Washington Contract No. 24823, an existing competitively bid government contract.

SUMMARY: The Sheriff's Office is requesting the purchase of ten new Stalker DSR 2-Antenna dash mount radar units to replace ten older radar units that are outdated and unrepairable at a total cost to the County of \$31,923. Pursuant to Section 1030.4 of the Jackson County Code, the Sheriff's Office recommends the purchase of the new radar units from Applied Concepts, Inc. of Richardson, Texas, under the terms and conditions of NASPO ValuePoint State of Washington Contract No. 24823, an existing competitively bid government contract.

FINANCIAL IMPACT:

NO ☐

File #: 24-332, Version: 0

| Amount | Fund | Department | Line-Item Detail |
|----------|-------|------------|------------------|
| \$31,923 | FD001 | CC4201 | 58115 |

YES ☒**ACTION NEEDED:** AWARD A CONTRACT**ATTACHMENTS:**

Click or tap here to enter text.

This expenditure was included in the Annual Budget.

| | |
|------------|--------|
| RES # | 21763 |
| eRLA ID #: | 24-332 |

| | Spend Category | Program/Grant/Project | Not to Exceed |
|-----------------------|---------------------------------|-----------------------|---------------|
| 4201 Sheriff's Office | 58115 Sheriff Vehicle Equipment | | \$ 31,923 |
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| APPROVED | | | \$ 31,923 |

Page 1 of 1



applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner:

Bart Hogue
+1-972-801-4864
barth@a-concepts.com

QUOTE
2094798

Page 1 of 1

Date: 09/30/24

Reg Sales Mgr:

Bill Johnson
972-398-3780
billj@stalkerradar.com

Effective From : 09/30/2024

Valid Through: 12/29/2024

Lead Time: 80 working days

| | | | |
|---|--|---|--|
| Bill To: Jackson Co Sheriff's Office 4001 NE Lakewood Ct Lees Summit, MO 64064-1715 | Customer ID: 012803 Accounts Payable | Ship To: Jackson Co Sheriff's Office 4001 NE Lakewood Ct Lees Summit, MO 64064-1715 | <i>FedEx Ground</i> Sergeant Danny Barnes |
|---|--|---|--|

| Grp | Qty | Package | Description | Wrnty/Mo | Price | Ext Price |
|-----|-----|-------------|---------------------|----------|------------|-------------|
| 1 | 10 | 806-0022-00 | DSR 2 Antenna Radar | 36 | \$3,192.28 | \$31,922.80 |

| Ln | Qty | Part Number | Description | Price | Ext Price |
|----|-----|-------------|--|-------|-----------|
| 1 | 10 | 200-0999-40 | DSR Enhanced Counting Unit, 1.5 PCB | | \$0.00 |
| 2 | 10 | 200-1000-40 | DSR Modular Display | | \$0.00 |
| 3 | 20 | 200-1468-00 | Dual DSR Ka Antenna | | \$0.00 |
| 4 | 10 | 200-0921-00 | DSR Ergonomic Remote Control w/Screw Latch | | \$0.00 |
| 5 | 10 | 200-0769-00 | 25 MPH/40 KPH KA Tuning Fork | | \$0.00 |
| 6 | 10 | 200-0770-00 | 40 MPH/64 KPH KA Tuning Fork | | \$0.00 |
| 7 | 10 | 200-0243-00 | Counting/Display Tall Mount | | \$0.00 |
| 8 | 10 | 200-0244-00 | Antenna Dash Mount | | \$0.00 |
| 9 | 10 | 200-0245-00 | Antenna Tall Deck Mount | | \$0.00 |
| 10 | 10 | 200-0648-00 | Display Sun Shield | | \$0.00 |
| 11 | 10 | 155-2591-08 | 8 Foot Antenna Cable, IP67 | | \$0.00 |
| 12 | 10 | 155-2591-16 | 16 Foot Antenna Cable, IP67 | | \$0.00 |
| 13 | 10 | 200-0622-00 | VSS Cable Kit | | \$0.00 |
| 14 | 10 | 200-0821-00 | DSR Documentation Kit | | \$0.00 |
| 15 | 10 | 006-0095-00 | Fan Noise Suppression Addendum - DSR | | \$0.00 |
| 16 | 10 | 035-0361-00 | Shipping Container, Dash Mounted Radar | | \$0.00 |
| 17 | 10 | 060-1000-36 | 36 Month Warranty | | \$0.00 |

Group Total \$31,922.80

| | | | |
|----------------------------|-------------|----------------------|--------------------|
| Product | \$31,922.80 | Sub-Total: | \$31,922.80 |
| Discount | \$0.00 | Sales Tax 0% | \$0.00 |
| Payment Terms: Net 30 days | | Shipping & Handling: | \$0.00 |
| | | Total: USD | \$31,922.80 |

Vehicle Information:
2021 Dodge Durango

MO State Contract: CC250041002
NASPO ValuePoint Master Agreement Number 24823

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

001

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION implementing an allocation methodology for the eventual distribution of approximately \$70.4 million in remaining Jackson County American Rescue Plan (ARPA) funds by the end of 2024.

RESOLUTION NO. 21764, October 14, 2024

INTRODUCED BY DaRon McGee and Sean Smith, County Legislators

WHEREAS, the American Rescue Plan Act (ARPA) of 2021, enacted by the U.S. Congress, provided for payments to local governments navigating the impact of the COVID-19 outbreak from the Coronavirus State and Local Fiscal Recovery Funds; and,

WHEREAS, ARPA requires that these federal funds may be used only to cover expenses to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; to respond to workers performing essential work during the COVID-19 public health emergency providing premium pay to eligible workers of the State, territory, or Tribal/local government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work; for the provision of government services to the extent of the reduction in revenue of such State, territory, or Tribal/local government due to COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State, territory, or Tribal/local government prior to the emergency; and to make necessary investments in water, sewer, or broadband infrastructure; and incurred during the period from March 3, 2021 through December 31, 2026; and,

WHEREAS, Jackson County's total allocation of ARPA funds was \$136,551,645.00 with approximately \$70,400,000 remaining; and,

WHEREAS, ARPA funds must be obligated by December 31, 2024 and spent by December 31, 2026; and,

WHEREAS, the ARPA funds are to be allocated for Community Investment, County Facility Capital Improvements, Public Health Department and Programming, and Long-Term County Facility Planning and Investments; now therefore,

BE IT RESOLVED, Community Investment will receive \$21,500,000.00 and will be allocated as follows:

- 1) The Senior Home Repairs Program will receive \$2,000,000.00 to provide financial assistance for home repairs and improvements to senior homeowners, prioritizing the use of small businesses and Minority and Women-Owned Business Enterprises (MWBE);
- 2) The Veteran Home Repairs Program will receive \$1,000,000.00 to provide financial assistance for home repairs and improvements to veterans;
- 3) The Utility Assistance Program will receive \$2,500,000.00 to establish a utility assistance program to help residents cover essential utility cost such as electricity, water, and heating;

- 4) The Food Insecurity Program will receive \$2,000,000.00 to fund initiatives to increase access to nutritious food, including food banks, meal delivery services, and community gardens;
- 5) Mental health programs will receive \$3,000,000.00 to ensure all residents have access to mental health resources;
- 6) Art Revitalization in Jackson County will receive \$1,000,000.00 to bolster the arts in Jackson County;
- 7) The Foreclosure Prevention Program will receive \$5,000,000.00 to help Jackson County residents stay in their homes;
- 8) Non-Profit Capital Improvements will receive \$5,000,000.00 to aid non-profit organizations serving Jackson County;

and;

BE IT FURTHER RESOLVED, Jackson County will allocate \$8,000,000.00 to ensuring all residents have access to Affordable Housing; and,

BE IT FURTHER RESOLVED, County Infrastructure will receive \$20,900,000.00 to fund the University Health – Truman teardown, work on the Downtown Courthouse exterior, jury room renovations, Downtown Courthouse ground floor separation issue, and Truman Courthouse renovations, with any remaining funds to be available for other county infrastructure projects agreed to by the County Executive and Legislature; and,

BE IT FURTHER RESOLVED, Municipal Infrastructure programs will receive \$20,000,000.00 that local municipalities can apply for to improve Jackson County infrastructure; and,

BE IT FURTHER RESOLVED that the County Executive will undertake all required processes to insure that the monies are made available for contracting prior to December 31, 2024.

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

APPROVED AS TO FORM:

Bryan Covinsky
Bryan Covinsky (Oct 10, 2024 11:32 CDT)

County Counselor

I hereby certify that the attached resolution, Resolution No. 21764 introduced on October 14, 2024, was duly passed on _____, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of the Legislature



Jackson County Missouri

Jackson County Courthouse
415 E. 12th Street, 2nd floor
Kansas City, Missouri
64106
(816)881-3242

Request for Legislative Action

File #: 24-362, Version: 0

REQUESTED MEETING DATE: Select Date

SPONSORS: DaRon McGee and Sean Smith

Choose Sponsor #1.

Choose Sponsor #2.

Choose Sponsor #3.

Choose Sponsor #4.

Choose Sponsor #5.

Choose Sponsor #6.

Choose Sponsor #7.

Choose Sponsor #8.

Choose Sponsor #9.

To be confirmed by County Counselor's Office:

Resolution #21764
Sponsor: DaRon McGee,
Sean E. Smith
Date: October 14, 2024

STAFF CONTACT: Bryan Covinsky **PHONE:** 816-881-3125

EMAIL: BCovinsky@jacksongov.org

DEPARTMENT: Counselors Office

TITLE: A RESOLUTION implementing an allocation methodology for the eventual distribution of approximately \$70.4 million in remaining Jackson County American Rescue Plan (ARPA) funds by the end of 2024.

SUMMARY: WHEREAS, the American Rescue Plan Act (ARPA) of 2021, enacted by the U.S. Congress, provided for payments to local governments navigating the impact of the COVID-19 outbreak from the Coronavirus State and Local Fiscal Recovery Funds; and, WHEREAS, ARPA requires that these federal funds may be used only to cover expenses to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; to respond to workers performing essential work during the COVID-19 public health emergency providing premium pay to eligible workers of the State, territory, or Tribal/local government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work; for the provision of government

services to the extent of the reduction in revenue of such State, territory, or Tribal/local government due to COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State, territory, or Tribal/local government prior to the emergency; and to make necessary investments in water, sewer, or broadband infrastructure; and incurred during the period from March 3, 2021 through December 31, 2026; and, WHEREAS, Jackson County's total allocation of ARPA funds was \$136,551,645.00 with approximately \$70,400,000 remaining; and, WHEREAS, ARPA funds must be obligated by December 31, 2024 and spent by December 31, 2026; and, WHEREAS, the ARPA funds are to be allocated for Community Investment, County Facility Capital Improvements, Public Health Department and Programming, and Long-Term County Facility Planning and Investments. THEREFORE, BE IT RESOLVED, Community Investment will receive \$21,500,000.00 and will be allocated as follows: The Senior Home Repairs Program will receive \$2,000,000.00 to provide financial assistance for home repairs and improvements to senior homeowners, prioritizing the use of small businesses and Minority and Women-Owned Business Enterprises (MWBE); The Veteran Home Repairs Program will receive \$1,000,000.00 to provide financial assistance for home repairs and improvements to veterans; The Utility Assistance Program will receive \$2,500,000.00 to establish a utility assistance program to help residents cover essential utility cost such as electricity, water, and heating; The Food Insecurity Program will receive \$2,000,000.00 to fund initiatives to increase access to nutritious food, including food banks, meal delivery services, and community gardens; Mental health programs will receive \$3,000,000.00 to ensure all residents have access to mental health resources; Art Revitalization in Jackson County will receive \$1,000,000.00 to bolster the arts in Jackson County; The Foreclosure Prevention Program will receive \$5,000,000.00 to help Jackson County residents stay in their homes; Non-Profit Capital Improvements will receive \$5,000,000.00 to aid non-profit organizations serving Jackson County; and; BE IT FURTHER RESOLVED, Jackson County will allocate \$8,000,000.00 to ensuring all residents have access to Affordable Housing; and, BE IT FURTHER RESOLVED, County Infrastructure will receive \$20,900,000.00 to fund the University Health - Truman teardown, work on the Downtown Courthouse exterior, jury room renovations, Downtown Courthouse ground floor separation issue, and Truman Courthouse renovations, with any remaining funds to be available for other county infrastructure projects agreed to by the County Executive and Legislature; and, BE IT FURTHER RESOLVED, Municipal Infrastructure programs will receive \$20,000,000.00 that local municipalities can apply for to improve Jackson County infrastructure; and, BE IT FURTHER RESOLVED that the County Executive will undertake all required processes to insure that the monies are made available for contracting prior to December 31, 2024.

FINANCIAL IMPACT:**NO** ☐

| Amount | Fund | Department | Line-Item Detail |
|--------|------|------------|------------------|
| | | | |

YES ☐

File #: 24-362, **Version:** 0

ACTION NEEDED: COURTESY (NO LEGAL IMPACT)

ATTACHMENTS:

Click or tap here to enter text.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing an extension to the Prosecuting Attorney's Office's Innovative Prosecution for the Combating Violent Crimes grant, awarded by the U.S. Department of Justice, at no cost to the County.

RESOLUTION NO. 21765, October 14, 2024

INTRODUCED BY Donna Peyton, County Legislator

WHEREAS, pursuant to Ordinance 5466, dated November 30, 2020, the County accepted funds from the U.S. Department of Justice, awarded pursuant to the Prosecuting Attorney's Office's Innovative Prosecution for Combating Violent Crimes grant, to be used to operationalize a Crime Strategies Unit which will address gun violence in Kansas City, MO; and,

WHEREAS, this grant allocated \$340,000.00 to the County for a full-time crime analyst, training, software, computer equipment, office supplies, and contractual services for this purpose; and,

WHEREAS, the Prosecuting Attorney now recommends an extension to this grant at no cost to the County to allow for the full expenditure of grant funds; and,

WHEREAS, this extension will provide for continued funding for the Crime Strategies Unit through March 31, 2025, at no cost to the County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Prosecuting Attorney's Office's Innovative Prosecution for Combating Violent Crimes grant be extended through March 31, 2025, as recommended by the Prosecuting Attorney, at no cost to the County; and,

BE IT FURTHER RESOLVED that the Prosecuting Attorney and all other County officials be and hereby are authorized to execute any and all documents necessary to give effect to the intent of this Resolution.

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

APPROVED AS TO FORM:

Bryan Covinsky
Bryan Covinsky (Oct 10, 2024 11:32 CDT)

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21765 introduced on October 14, 2024, was duly passed on _____, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature



Jackson County Missouri

Jackson County Courthouse
415 E. 12th Street, 2nd floor
Kansas City, Missouri
64106
(816)881-3242

Request for Legislative Action

File #: 24-202, Version: 0

REQUESTED MEETING DATE: Select Date

SPONSORS:

Choose Sponsor #1.

Choose Sponsor #2.

Choose Sponsor #3.

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Choose Sponsor #6.

Choose Sponsor #7.

Choose Sponsor #8.

Choose Sponsor #9.

Resolution No.: 21765

Sponsor: Donna Payton

Date: October 14, 2024

To be confirmed by County Counselor's Office:

STAFF CONTACT: Gina Robinson, Chief of Operations

PHONE: 881-3369

EMAIL: grobinson@jacksongov.org

DEPARTMENT: Prosecutor's Office

TITLE: Resolution authorizing an extension of the Innovative Prosecution for Combating Violent Crime Grant awarded to Jackson County by the Department of Justice

SUMMARY: Resolution authorizing a 6 month no cost extension to the Innovative Prosecution for Combating Violent Crimes Grant awarded by the Department of Justice to the Jackson County Prosecutor's Office to address gun violence in Kansas City, Missouri. The extension provides continued funding to support salary/benefits, training, software and computer equipment to staff assigned to the Crimes Strategies Unit within the Jackson County Prosecutor's Office as well as contractual services authorized under this grant, through the expiration date of 3/31/25.

FINANCIAL IMPACT:

NO ☒

File #: 24-202, Version: 0

| Amount | Fund | Department | Line-Item Detail |
|--------|------|------------|------------------|
| | | | |

YES ☐

ACTION NEEDED: AUTHORIZE

ATTACHMENTS:

DOJ Approval, GAM Ltr to DOJ, Budget; Prior Ord 5466 11/30/20; Prior Resolutions 21094 11/14/22, 21431 10/16/23

[View email](#)

Sent: Jul 24, 2024 9:56:06 AM From ip-10-123-53-80.us-gov-west-1.compute.internal
From: do-not-reply@usdoj.gov
To: twise@jacksongov.org; Meredith.Healey@usdoj.gov; kebrubacher@jacksongov.org; twise@jacksongov.org
Subject: Grant Award Modification for an award from DOJ is Approved



The request for a grant award modification, GAM-592620, for award number 2020-YX-BX-0014 under the solicitation *BJA FY 20 Innovative Prosecution Solutions for Combatting Violent Crime* is approved.
Please log into DOJ's JustGrants system at [JustGrants](#).

For more information go to www.justicegrants.usdoj.gov
JustGrants is operated under the U.S. Department of Justice

Active Funded Award

(2020-YX-BX-0014) PENDING-ACTIVE

Awarded Entity Legal Name (JACKSON COUNTY) Doing Business As: (JASKSON COUNTY PROSECUTOR)

Current Entity Legal Name (JACKSON COUNTY GOVERNMENT) Doing Business As: ()

Actions

| | | |
|----------------------------|---|------------------------|
| Solicitation Title: | BJA FY 20 Innovative Prosecution Solutions for Combatting Violent Crime | Solicitation Category: |
| Project Title: | Innovative Prosecution Solutions for Combatting Violent Crime | Federal Award Amount: |
| * Project Period: | 10/1/20 - 3/31/25 | Program Office: BJA |
| Managing Office: | OJP | UEI: FFI |
| DOJ Grant Manager: | Meredith Healey | TIN: **** |
| Grant Award Administrator: | Tina Wise | |
| FAW Case ID | FAW-66021 | |





JEAN PETERS BAKER
Jackson County Prosecuting Attorney

May 28, 2024

RE: Support for No-cost extension Grant Adjustment Modification (GAM #592620) for Award 2020- YX-BX-0014

The Jackson County Prosecuting Attorney's Office is seeking a six month no-cost extension, from 10/1/24 to 3/31/25, for the Innovative Prosecution Solutions for Combatting Violent Crime award, number 2020- YX-BX-0014. The original project period was 10/1/20 to 9/30/22. The first project period extension was from 10/1/22 to 9/30/23. The GAM number for that extension is 559084. The current period of performance for this award is 10/1/22 to 9/30/24 under GAM number 573143. The most recent unobligated funds balance as of 4/15/2024 is \$86,170.56.

This grant adjustment modification constitutes our third request for a no-cost extension pursuant to OJP Order 4200.1 ¶ 3.6.2.

Current Program Status

This grant was awarded to build a Crime Strategies Unit (CSU) for Jackson County to collect, organize and disseminate critical crime data to police, prosecutors, City Hall, and the community. The grant included funds for technology as well as a crime analyst. It also included strategy and funding to engage with a high-crime neighborhood and implement a community diversion program there. At this time, a CSU had been established in Jackson County. The CSU has analyzed current and historical crime data and worked tirelessly to share this with the community, even building dashboards available to anyone with an internet connection. These dashboards provide weekly updated crime data from our office and include the number and type of cases submitted, charged and disposed of by our office. The dashboards also provide the most accurate data on who and for how long people have been detained pre-trial. This level of detail and transparency is unprecedented in our jurisdiction. CSU also added a Community Advisory

Board of urban residents and neighborhood leaders to advise about its efforts to bring more transparency to the prosecutor's office.

The creation of a dashboard to track violence – fatal and non-fatal shootings in Kansas City – was initially intended to inform the community more deeply about the type and location of this violence, as well as how many of these cases were being submitted for prosecution, were dismissed or pleaded or won or lost at trial. But the dashboard and the data behind it offered another opportunity. CSU expanded its efforts, enlisting community partners to build an automated victim referral system. CSU developed the system to refer the city's gunshot victims to an urban-based hub for social services, where a social worker contacts victims to see if they are interested in a variety of services, everything from help with rent because their wounded family member can't work, to fixing residential property damaged by gunfire to securing grief counseling. CSU believes this outreach to gunshot victims is extremely important in curbing violence in Kansas City, as it remains in the nation's Top 10 cities for homicide rate. For CSU, this effort has been greatly helped by the addition of a second crime analyst in October 2022, who oversees those referrals and maintains the CSU dashboards. It's updated each week with the previous week's shootings. The analyst manually converts data of the week's victims from the Kansas City Police Department (KCPD) reports, and we discuss with KCPD which ones should be referred/are safe for social workers to contact for services.

An additional note about this new referral system. It is part of the Partners for Peace program, a new effort to reduce violence in Kansas City that originated from the Justice Department's Public Safety Partnership, which helped Kansas City create a strategic plan to reduce violence in Kansas City after the Kansas City No Violence Alliance was ended by KCPD. A key pillar in the new program, now called Partners for Peace, was intervention. The prosecutor's office was named to lead the intervention effort. The strategy agreed upon for the intervention effort included a goal of reaching out to every gunshot victim in our city. CSU has given us a way to do that.

CSU also acquired more sophisticated technology that has provided significant help in major cases, resulting in at least one historic verdict and multiple important plea agreements. With the help of CSU, our Office has made significant in-roads with the Blue Hills area community. CSU, through the county, is working on renewing a contract with a local restorative justice organization, Center for Conflict Resolution, for an expanded community diversion program. CSU will restart efforts to refer to them criminal cases that could be heard and handled by a Neighborhood Accountability Board (NAB). This diversion engages the community as local residents sit on the board and hear the cases and meet the defendant.

Project Delays

Last year, in April, we requested a one-year extension. We made this request to finally bring a second crime analyst on board. Note that in last year's extension we stated we had brought on a second analyst, but before that second analyst could begin, our first analyst left for the private sector. We moved the new analyst into the first analyst's position, supported by non-grant dollars. We didn't hear about approval of our extension request until late summer. We began the process of advertising and hiring a new analyst soon after. We hired and on-boarded the new

analyst in late-October 2022. Since then, his funding has come solely from the grant. The hiring process, as well as the process of referring cases to the Neighborhood Accountability Board under our restorative justice effort, was slowed by the departure of Kate Brubacher, the assistant prosecuting attorney who worked on the grant. She left the prosecutor's office in August 2022 to prepare for her nomination as U.S. Attorney for the District of Kansas. She was confirmed in 2023. We added a new prosecutor to the CSU in late-summer 2023.

Earlier, our work was thwarted by the global pandemic and its after-effects. Our courthouse closed in mid-2020 and our office was still working on a reduced trial schedule in 2023, although it reopened to normal operations later in 2023. For a time, most of our office was working remotely.

It was extremely difficult to catch up in our spending of grant dollars, especially in the restorative justice area of this grant, following those delays. The county's bureaucracy is set up for the traditional handling of criminal cases. And it seems almost everything about the way it operates acts to protect that old system. Initially, it's months to win sole source designation for the restorative justice vendor, then months more for the vendor to train NAB members and handle the cases. The first set of cases was small. This was, in part, an outgrowth of the next bureaucratic issue: the county's contract process is extremely slow and impacts reimbursing vendors in a timely manner. So, the number of cases we sent to the NAB was small initially. That helped to protect the contracted agency from having to wait months for a large, requested reimbursement. Then, after Brubacher left, a new prosecutor who might be interested in this type of community engagement regarding a new method of disposing of cases required some time to find. Now, that prosecutor, Claire Wyatt, is in place.

Yes, the county's reimbursement system will still be slow. But we believe we can come up with some new strategies to find and send a larger set of cases to the NAB process on the front end. We hope this allows more cases into the process more quickly and we plan to communicate clearly about the delays in reimbursement so the agency can properly anticipate its budget impacts.

We hope this will allow us to create enough outcomes regarding these cases to impress on the county and future funders the great need to find new ways to handle criminal cases. It should be recognized that we will not be able to change that system, especially if we cannot direct grant dollars at this exciting new way of handling cases in a different, more restorative manner. We would hope to send at least 20 cases to this new system, which would be a significant increase. It may be a sample size large enough to possibly justify future exploration of building this new method of handling cases into our current system.

A Six-Month Project Plan if Extension Is Granted

If granted, this six-month extension would allow us to use \$30,000 to expand restorative justice efforts in the city's urban core, investing in up to 20 to 25 criminal cases by sending them before Neighborhood Accountability Boards to complete diversions and case resolution. The prosecutor assigned to CSU is currently working on ways to find more criminal cases from the office's General Crime Unit for this effort. This will strengthen community ties and enable more data-

informed decisions in our charging and sentencing decisions. We will also use approximately \$50,207 to expand the crime analyst position from October 1, 2024 to March 31, 2025. This analyst will continue to maintain the CSU dashboards and refer the city's gunshot victims to an urban-based hub for social services under the Partners for Peace program.

If Extension is Not Granted

If the extension is not granted, CSU will continue, but with only one instead of two analysts and NAB's efforts would be curtailed. We also have no training or travel budget for the remaining analyst. We would seek online training options for our analyst. The community diversion program will only be able to process a few cases before the end of September, if the grant is not extended.

Sincerely,

Jean Peters Baker

Jean Peters Baker
Jackson County, Prosecutor

Jackson County Prosecuting Attorney's Office
415 E. 12th Street, Floor 11, Kansas City, Missouri 64106
Office: 816-881-3555 / FAX: 816-881-3821

Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N
[\(DOJ Financial Guide, Section 3.10\)](#)

Yes

A. Personnel

| Name | Position | Computation | | | | | | |
|---------------------------|-------------------------------|---|--------|---|-----------------------|------------------|-----------------------------|--------------------|
| List each name, if known. | List each position, if known. | Show annual salary rate & amount of time devoted to the project for each name/position. | | | | | | |
| | | Salary | Rate | Time Worked (# of hours, days, months, years) | Percentage of Time | Total Cost | Non-Federal Contribution | Federal Request |
| Jeremiah Loomis | Crime Analyst | \$78,225.50 | yearly | 2 | 100% | \$156,451 | \$0 | \$156,451 |
| | | | | | | \$0 | | \$0 |
| Total(s) | | | | | | \$156,451 | \$0 | \$156,451 |

Narrative

The crime analyst will identify patterns in both big and small criminal datasets to advise prosecutors where crimes are most likely to occur. They will work with citywide data to identify the most violent areas within a region. They will also work on individual cases, analyzing cell phones, social media accounts, and surveillance video. Crime Analyst will be familiar with criminal investigations, trials, and violence prevention research. They will be proficient accessing databases on criminal subjects, using mapping software like ArcGIS and QGIS, and will be able to apply programming languages to solve analysis and office automation tasks. They will also be familiar with social network analysis to draw connections within large social groups. The crime analyst will spend 100% of time on the project.

Purpose Area #4

| B. Fringe Benefits | | | | | |
|---|--|--------|-----------------|--------------------------|-----------------|
| Name | Computation | | | | |
| <i>List each grant-supported position receiving fringe benefits.</i> | <i>Show the basis for computation.</i> | | | | |
| | Base | Rate | Total Cost | Non-Federal Contribution | Federal Request |
| Jeremiah Loomis, Crime Analyst - FICA | \$156,451.00 | 7.65% | \$11,969 | \$0 | \$11,969 |
| Jeremiah Loomis, Crime Analyst - Health Insurance | \$156,451.00 | 30.42% | \$47,589 | \$0 | \$47,589 |
| Jeremiah Loomis, Crime Analyst - Pension | \$156,451.00 | 13.96% | \$21,841 | \$0 | \$21,841 |
| | | | \$0 | | \$0 |
| | | | \$0 | | \$0 |
| Total(s) | | | \$81,399 | \$0 | \$81,399 |
| Narrative | | | | | |
| FICA = .0765; Health Insurance = \$991.43 x 24 months x 1 crime analyst; Pension = 13.96% | | | | | |

Purpose Area #4

| C. Travel | | | | | | | | | | |
|---|--|-----------------------------|----------------------------------|---|-----------------|-------------------|-------------------|-------------------|---------------------------------|------------------------|
| Purpose of Travel | Location | Type of Expense | Basis | Computation | | | | | | |
| <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i> | <i>Indicate the travel destination.</i> | <i>Lodging, Meals, Etc.</i> | <i>Per day, mile, trip, Etc.</i> | <i>Compute the cost of each type of expense X the number of people traveling.</i> | | | | | | |
| | | | | Cost | Quantity | # of Staff | # of Trips | Total Cost | Non-Federal Contribution | Federal Request |
| | | | N/A | | | | | \$0 | | \$0 |
| ERSI User Conference 7/15/24 - 7/19/24 | 2024 Annual ESRI User Conference | | N/A | | | | | \$0 | | \$0 |
| | | Transportation | Round-trip | \$700.00 | 1 | 2 | 1 | \$1,400 | | \$1,400 |
| | | Lodging | Night | \$200.00 | 5 | 2 | 1 | \$2,000 | | \$2,000 |
| | | Meals | Day | \$60.00 | 6 | 2 | 1 | \$720 | | \$720 |
| | | Local Travel | N/A | \$50.00 | 5 | 2 | 1 | \$500 | | \$500 |
| LEVA Training Course Training 9/9/24 - 9/13/24 | Level 1: Forensic Video Analysis & The Law | | N/A | | | | | \$0 | | \$0 |
| | Registration | Other | N/A | \$1,875.00 | 1 | 2 | 1 | \$3,750 | | \$3,750 |
| | | Local Travel | N/A | \$100.00 | 1 | 2 | 1 | \$200 | | \$200 |
| IACA: Crime Analyst Online Training; 7/1/24 - 9/20/24 | Session 3: LEAF Course | | N/A | | | | | \$0 | | \$0 |
| | Course Fee | Other | N/A | \$395.00 | 1 | 2 | 1 | \$790 | | \$790 |

Purpose Area #4

| | | | | | | | | | | |
|---|---|--------------|-----|------------|---|---|---|----------|-----|----------|
| | | | N/A | | | | | \$0 | | \$0 |
| LEVA Training Course Training 11/18/24 - 11/22/24 | Level 2:Digital Multitmedia Evidence Processing | | N/A | | | | | \$0 | | \$0 |
| | Registration | Other | N/A | \$1,875.00 | 1 | 2 | 1 | \$3,750 | | \$3,750 |
| | | Local Travel | N/A | \$100.00 | 1 | 2 | 1 | \$200 | | \$200 |
| IACA: Crime Analyst Online Training; 9/30/24 - 12/20/24 | Session 4: CLEA Course | | N/A | | | | | \$0 | | \$0 |
| | Course Fee | Other | N/A | \$395.00 | 1 | 2 | 1 | \$790 | | \$790 |
| Future Analyst Online Training; TBD | Course Fee | Other | N/A | \$386.00 | 1 | 2 | 3 | \$2,316 | | \$2,316 |
| Total(s) | | | | | | | | \$16,416 | \$0 | \$16,416 |
| Narrative | | | | | | | | | | |
| ERSi USER CONF - JC Prosecutor's Office will send 2 ftes to the Esri User Conf hosted by ArcGIS, in San Diego, CA on 7/15–7/19/24. Conference will focus on the power of geospatial thinking. Geographic information system (GIS) technology brings together the science of geography with the modern capabilities of data management, analysis, visualization, integration, and collaboration. ESRI is a leading supplier of geographic information system (GIS) software, which the JC Prosecutor's Office relies on to conduct geospatial analysis of crime data, build its public dashboards, publish its Annual Reports. Transportation-Airfare @ \$700 x 2 FTE x 1 training = \$1,400; Lodging @ \$200x5 nightsx2 FTE x 1 training = \$2, 000; Meals Per Diem @ \$60 x 6 days x 2 FTE x 1 training = \$720; Local Travel* @ \$250 x 2 FTE x 1 training = \$500 TOTAL \$4,620 LEVA TRAINING COURSES - JC Prosecutor's Office will send 2 ftes to two training courses hosted by the Law Enforcement & Emergency Services Video Assn International (LEVA). Established in 1989, LEVA is a 501(c)(3) nonprofit corporation committed to providing advanced training and certification in the science of forensic video analysis. LEVA serves as a key resource providing opportunities for professional development through quality training & informational exchange. Trainings- LEVEL 1: Forensic Video Analysis & Law Forensic Video Analysis, in KCMO on 9/9-9/13/24. The training course introduces & provides a fundamental understanding of digital multimedia evidence (DME) and focuses on the proper recovery of DME. Other-Registration @ \$1,875 x 2 FTE x 1 training = \$3,750; Local Travel* @ \$100 x 2 FTE x 1 training = \$200 TOTAL \$3,950; LEVEL 2: Digital Multimedia Evidence Processing, in KCMO on 11/18-11/22/24. The training course builds on the concepts on the Level 1 course, focusing on hands-on techniques that conform to the Best Practices for the Acquisition & Processing of Digital Multimedia Evidence. Other-Registration @ \$1,875 x 2 FTE x 1 training = \$3,750; Local Travel* @ \$100 x 2 FTE x 1 training = \$200 TOTAL \$3,950 LEAF ONLINE TRAINING COURSE - JC Prosecutor's Office will provide 2 ftes with two online training courses offered by the International Assn of Crime Analysts (IACA). IACA is a non-profit, | | | | | | | | | | |

Purpose Area #4

501(c)(3) professional association of approximately 6,000 members from over 80 countries, from crime analysts, intelligence analysts, police officers, educators, researchers, and private vendors. ICA has developed criteria & an examination process that allows participants to obtain two levels of certification as a law enforcement/crime analyst. This certification program provides the foundation upon which the analyst demonstrates knowledge, skills, and abilities necessary for successfully meeting job duties/responsibilities. Online certification trainings- SESSION 3: Law Enforcement Analyst–Foundational (LEAF), 7/1–9/20/24. Online courses of interest and relevant to the Jackson County Crime Strategies Unit include crime mapping fundamentals, criminal investigative analysis, fundamentals of crime analysis, reducing local crime with risk terrain modeling & essential skills for IACA Certification. Other-Course fee @ \$395 x 2 FTE x 1 course = \$790; SESSION 4: Certified Law Enforcement Analyst (CLEA), 9/30 – 12/20/24. Across the globe, analysts are expected to provide analytical support to public safety agencies without formal training. This comprehensive training & credentialing course is designed to assist analysts in identifying proficiencies/deficiencies in each competency skill set, provide full understanding of different techniques/methods used throughout the field and assist analysts in reaching higher standards of job performance. Upon completion of the course, analysts will receive formal IACA certification. Other-Course fee @ \$395 x 2 FTE x 1 course = \$790
TBD ONLINE TRAINING COURSES: JC Prosecutor's Office will provide 2 ftes with online courses similar to the courses offered by IACA. Other-Course Fee @ \$386 x 2 FTE x 3 courses = \$2316
*Misc shuttles/taxi/tolls/uber/parking. JCPO will follow their own travel policy.

Purpose Area #4

| D. Equipment | | | | | |
|--|---|------------------|-------------------|---------------------------------|------------------------|
| Item | Computation | | | | |
| <i>List and describe each item of equipment that will be purchased</i> | <i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i> | | | | |
| | # of Items | Unit Cost | Total Cost | Non-Federal Contribution | Federal Request |
| Pen-Link software license | 2 | \$3,324.50 | \$6,649 | | \$6,649 |
| Snag-It software license | 2 | \$48.50 | \$97 | | \$97 |
| Adobe Photoshop Teams software license | 2 | \$360.00 | \$720 | | \$720 |
| IBM 12 Analyst's Notebook Concurrent User License | 2 | \$9,177.48 | \$18,355 | | \$18,355 |
| X1 Social Media Discovery | 2 | \$4,289.50 | \$8,579 | | \$8,579 |
| Dell Monitors 21.5 | 6 | \$223.92 | \$1,344 | | \$1,344 |
| Precision 3660 Tower | 1 | \$1,834.22 | \$1,835 | | \$1,835 |
| Mobile Precision 5680 | 1 | \$3,194.79 | \$3,195 | | \$3,195 |
| | | | \$0 | | \$0 |
| Verbatim external all-in-one optical writer | 1 | \$144.61 | \$145 | | \$145 |
| Rode Lavalier GO | 2 | \$62.13 | \$125 | | \$125 |
| Rode Wireless GO Compact | 1 | \$265.66 | \$266 | | \$266 |

Purpose Area #4

| | | | | | |
|--|---|------------|---------|-----|---------|
| Sony Alpha A71V | 1 | \$2,675.86 | \$2,676 | | \$2,676 |
| SIGMA 24-70mm f/2.8 Art DG GN | 1 | \$995.14 | \$996 | | \$996 |
| ZOOM H6 | 1 | \$234.59 | \$235 | | \$235 |
| ZOOM Universal Widescreen | 1 | \$27.85 | \$28 | | \$28 |
| Amaran COB 200X S | 1 | \$341.71 | \$342 | | \$342 |
| Aputure LightDome | 1 | \$106.05 | \$107 | | \$107 |
| Flashpoint C Stand | 1 | \$95.34 | \$96 | | \$96 |
| SanDisk High Endurance Flash Memory Card | 2 | \$25.83 | \$52 | | \$52 |
| | | | \$0 | | \$0 |
| Shure SM7B CRDOID Dyn Mic Studio | 2 | \$384.56 | \$770 | | \$770 |
| H&A XLR M to F Mic, 10 ft | 5 | \$5.88 | \$30 | | \$30 |
| Shure Desk-Mdt Art Boom Arm Mic Stand | 2 | \$89.97 | \$180 | | \$180 |
| CLOUD Mic CL2 Cloudftr Mic Actvtr | 1 | \$254.94 | \$255 | | \$255 |
| Focusrite Scarlett 212 4th Generation | 1 | \$171.38 | \$172 | \$0 | \$172 |

Purpose Area #4

| | | | | | |
|--|---|----------|-----------------|------------|-----------------|
| Sony NP-FZ 100 Invo LI-ON Bat | 5 | \$75.20 | \$376 | \$0 | \$376 |
| Sony NPA-MQZ1K Multi-Battery Adapter | 1 | \$383.71 | \$384 | \$0 | \$384 |
| Sony VG-C4EM Vertical Grip | 1 | \$372.78 | \$373 | | \$373 |
| Sony 256GB Tough G Series Memory Card | 2 | \$362.07 | \$725 | \$0 | \$725 |
| HPRC Memory Card Hard Case | 1 | \$32.14 | \$33 | | \$33 |
| Flashpoint Zoom LI-ON R2 TTL Flash | 1 | \$139.25 | \$140 | \$0 | \$140 |
| Flashpoint Evolv 200 round head accs kit | 1 | \$44.99 | \$45 | \$0 | \$45 |
| Manfro Befree Adv Alpha SE Travel Tripod | 1 | \$160.63 | \$161 | \$0 | \$161 |
| | | | \$0 | \$0 | \$0 |
| Tiffen 82mm variable ND filter | 1 | \$116.75 | \$117 | \$0 | \$117 |
| | | | \$0 | \$0 | \$0 |
| Verbatim external cd dvd blu-ray writer | 1 | \$130.42 | \$131 | | \$131 |
| Total(s) | | | \$49,734 | \$0 | \$49,734 |
| Narrative | | | | | |

Purpose Area #4

Laptops, monitors, notebooks, software and a database will be needed for the crime analyst position and one other member of the Jackson County Prosecuting Attorney's Office Crime Strategies Unit to perform day to day duties. The equipment will aid the unit as follows: CLEAR Database - Incredibly useful search engine that finds criminal histories, social media accounts, court records, addresses, phone number; MONITORS/LAPTOPS - Will replace old models, making workflow much easier, upgraded system will have discrete graphics; NOTEBOOKS- Very useful tool to conduct social network analysis and association charts related to cases and people; SOFTWARE....SNAGIT- Very useful tool to take screenshots. It records video and audio, which the native Windows tool does not. Great for evidence preservation, and trial preparation; PHOTOSHOP - Great tool for exhibit preparation. Also helpful for surveillance video analysis; TABLEAU- Tool for data visualization; CELLEBRITE - Tool for downloading phones for analysis. Would be helpful for investigations our office wants to conduct without relying on KCPD or RCFL (OIS/Use of Force/Other Sensitive Things). We could also conduct extractions of witness's phones as they come to the office; PENLINK - Tool to visualize phone connections across different numbers. Useful in complicated investigations that involve cell phones; GOOGLE CLOUD API - Very useful tool to increase quality of transcribed jail calls. We can also use this tool for image recognition (item detection (guns, knives, drugs), or people (facial recognition)); X1 Social Media Discovery - software to capture entire webpages for future trial use. THE JACKSON COUNTY PROSECUTOR'S OFFICE WILL FOLLOW THEIR OWN PROCUREMENT POLICY

Purpose Area #4

| E. Supplies | | | | | |
|--|-------------------|---|-------------------|---------------------------------|------------------------|
| Supply Items <i>Provide a list of the types of items to be purchased with grant funds.</i> | | Computation <i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i> | | | |
| | # of Items | Unit Cost | Total Cost | Non-Federal Contribution | Federal Request |
| | | | \$0 | \$0 | \$0 |
| | | | \$0 | | \$0 |
| | | | \$0 | | \$0 |
| Total(s) | | | \$0 | \$0 | \$0 |
| Narrative | | | | | |
| | | | | | |

Purpose Area #4

| F. Construction | | | | | | |
|---|--|---|------|------------|--------------------------|-----------------|
| Purpose <i>Provide the purpose of the construction</i> | Description of Work <i>Describe the construction project(s)</i> | Computation <i>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</i> | | | | |
| | | # of Items | Cost | Total Cost | Non-Federal Contribution | Federal Request |
| | | | | \$0 | | \$0 |
| Total(s) | | | | \$0 | \$0 | \$0 |
| Narrative | | | | | | |
| | | | | | | |

Purpose Area #4

| G. Subawards (Subgrants) | | | | | | | | | |
|--|--|---|--------------------------|---|------------|------------|--------------------------|-----------------|-----|
| Description | | Purpose | | Consultant? | | | | | |
| Provide a description of the activities to be carried out by subrecipients. | | Describe the purpose of the subaward (subgrant) | | Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost. | | | | | |
| | | | | | | Total Cost | Non-Federal Contribution | Federal Request | |
| | | | | | | | | \$0 | |
| Total(s) | | | | | | \$0 | \$0 | \$0 | |
| Consultant Travel (if necessary) | | | | | | | | | |
| Purpose of Travel | | Location | Type of Expense | Computation | | | | | |
| Indicate the purpose of each trip or type of trip (training, advisory group meeting) | | Indicate the travel destination. | Hotel, airfare, per diem | Compute the cost of each type of expense X the number of people traveling. | | | | | |
| | | | Cost | Duration or Distance | # of Staff | Total Cost | Non-Federal Contribution | Federal Request | |
| | | | | | | | \$0 | | \$0 |
| Total | | | | | | \$0 | \$0 | \$0 | |
| Narrative | | | | | | | | | |
| | | | | | | | | | |
| H. Procurement Contracts | | | | | | | | | |
| Description | | Purpose | | Consultant? | | | | | |

Purpose Area #4

| | | | | | | | | |
|---|---|---|--|-----------------------------|---------------------------------|------------------------|---------------------------------|------------------------|
| <i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i> | | <i>Describe the purpose of the contract</i> | <i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i> | | | | | |
| | | | | Total Cost | Non-Federal Contribution | Federal Request | | |
| Community Contracts - TBD | To support community efforts in Blue Hills, including community events, peace walks, neighborhood association | | No | \$36,000 | \$0 | \$36,000 | | |
| | | | | | | \$0 | | |
| | | | | | | \$0 | | |
| Total(s) | | | | \$36,000 | \$0 | \$36,000 | | |
| Consultant Travel (if necessary) | | | | | | | | |
| Purpose of Travel <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i> | Location <i>Indicate the travel destination.</i> | Type of Expense <i>Hotel, airfare, per diem</i> | Computation <i>Compute the cost of each type of expense X the number of people traveling.</i> | | | | | |
| | | | Cost | Duration or Distance | # of Staff | Total Cost | Non-Federal Contribution | Federal Request |
| | | | | | | \$0 | | \$0 |
| Total | | | | | | \$0 | \$0 | \$0 |
| Narrative | | | | | | | | |
| | | | | | | | | |

Purpose Area #4

| I. Other Costs | | | | | | | |
|--|--|-------|------|----------------|------------|--------------------------|-----------------|
| Description <i>List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).</i> | Computation <i>Show the basis for computation</i> | | | | | | |
| | Quantity | Basis | Cost | Length of Time | Total Cost | Non-Federal Contribution | Federal Request |
| | | | | | \$0 | | \$0 |
| Total(s) | | | | | \$0 | \$0 | \$0 |
| Narrative | | | | | | | |
| | | | | | | | |

Purpose Area #4

| J. Indirect Costs | | | | | | |
|---|--|--|--------------------|------------|--------------------------|-----------------|
| Description | | Computation | | | | |
| Describe what the approved rate is and how it is applied. | | Compute the indirect costs for those portions of the program which allow such costs. | | | | |
| | | Base | Indirect Cost Rate | Total Cost | Non-Federal Contribution | Federal Request |
| | | | | \$0 | | \$0 |
| Total(s) | | | | \$0 | \$0 | \$0 |
| Narrative | | | | | | |
| | | | | | | |

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$340,000.00 from the undesignated fund balance of the 2020 Grant Fund in acceptance of the Prosecuting Attorney's Office's Innovative Prosecution for Combating Violent Crimes grant awarded by the U.S. Department of Justice.

ORDINANCE NO. 5466, November 30, 2020

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, the United States Department of Justice has awarded the Innovative Prosecution Solutions for Combating Violent Crimes grant to the Prosecuting Attorney's Office in the amount of \$340,000.00, for the period of October 1, 2020, to September 30, 2022; and

WHEREAS, the grant funding will support a full-time crime analyst, training, software, computer equipment, office supplies, and contractual services to allow the Prosecuting Attorney's Office to operationalize a Crime Strategies Unit which will address gun violence in Kansas City, MO; and,

WHEREAS, an appropriation is necessary in order to place the grant funds in the proper 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 2020 Grant Fund be and hereby is made:

| <u>DEPARTMENT/DIVISION</u> | <u>CHARACTER/DESCRIPTION</u> | <u>FROM</u> | <u>TO</u> |
|----------------------------|---------------------------------|-------------|-----------|
| Grant Fund | | | |
| Innovative Prosecution | | | |
| Solutions | | | |
| 010-4132 | 45955- Increase Revenues | \$340,000 | |
| 010-32810 | Undesignated Fund Balance | | \$340,000 |
| 010-32810 | Undesignated Fund Balance | \$340,000 | |
| Innovative Prosecution | | | |
| Solutions | | | |
| 010-4132 | 55010-Regular Salary | | \$120,000 |
| 010-4132 | 55040-FICA Taxes | | \$ 9,180 |
| 010-4132 | 55050-Pension Contributions | | \$ 16,752 |
| 010-4132 | 55060-Insurance Benefits | | \$ 16,800 |
| 010-4132 | 56140- Travel Expense | | \$ 22,800 |
| 010-4132 | 56661-Software Purchases | | \$ 59,439 |
| 010-4132 | 56750-Education Benefits | | \$ 8,000 |
| 010-4132 | 56790- Other Contractual Svc. | | \$ 42,269 |
| 010-4132 | 57010- Office Supplies | | \$ 20,000 |
| 010-4132 | 58171- Personal Computer/Access | | \$ 24,760 |

and,

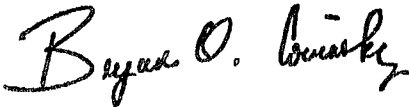
BE IT FURTHER ORDAINED that the County Executive and other County officials be and hereby are authorized to execute the attached Grant Agreement and any and all other documents necessary to give effect to said grant.

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. 5466 introduced on November 30, 2020, was duly passed on November 30, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0


Abstaining 0

Absent 0

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

11.30.2020

Date



Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5466.

11/30/2020

Date



Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 010 32810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$340,000.00

11-25-20

Date



Interim Chief Administrative Officer

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing an extension to the Prosecuting Attorney's Office's Innovative Prosecution for Combating Violent Crimes grant, awarded by the U.S. Department of Justice, at no cost to the County.

RESOLUTION NO. 21094, November 14, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, pursuant to Ordinance 5466, dated November 30, 2020, the County accepted funds from the U.S. Department of Justice, awarded pursuant to the Prosecuting Attorney's Office's Innovative Prosecution for Combating Violent Crimes grant, to be used to operationalize a Crime Strategies Unit which will address gun violence in Kansas City, MO; and,

WHEREAS, this grant allocated \$340,000.00 to the County for a full-time crime analyst, training, software, computer equipment, office supplies, and contractual services for this purpose; and,

WHEREAS, the Prosecuting Attorney now recommends an extension to this grant at no cost to the County to allow for the full expenditure of grant funds; and,

WHEREAS, this extension will provide for continued funding for the Crime Strategies Unit through September 30, 2023, at no cost to the County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Prosecuting Attorney's Office's Innovative Prosecution for Combating Violent Crimes

grant be extended through September 30, 2023, as recommended by the Prosecuting Attorney, at no cost to the County; and,

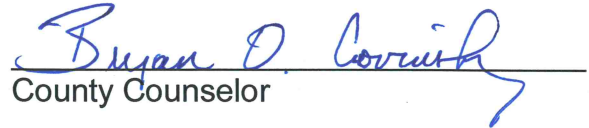
BE IT FURTHER RESOLVED that the Prosecuting Attorney and all other County officials be and hereby are authorized to execute any and all documents necessary to give effect to the intent of this Resolution.

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. 21094 introduced on November 14, 2022, was duly passed on November 14, 2022 by the Jackson County Legislature. The votes thereon were as follows:

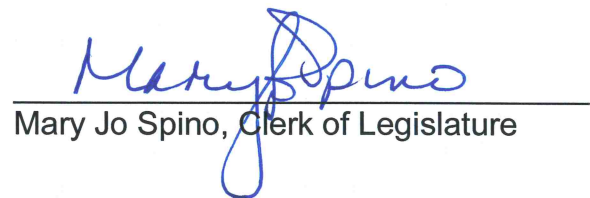
Yeas 9

Nays 0

Abstaining 0

Absent 0

11.14.2022
Date



Mary Jo Spino, Clerk of Legislature

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing an extension to the Prosecuting Attorney's Office's Innovative Prosecution for the Combating Violent Crimes grant, awarded by the U.S. Department of Justice, at no cost to the County.

RESOLUTION NO. 21431, October 16, 2023

INTRODUCED BY Donna Peyton, County Legislator

WHEREAS, pursuant to Ordinance 5466, dated November 30, 2020, the County accepted funds from the U.S. Department of Justice, awarded pursuant to the Prosecuting Attorney's Office's Innovative Prosecution for Combating Violent Crimes grant, to be used to operationalize a Crime Strategies Unit which will address gun violence in Kansas City, MO; and,

WHEREAS, this grant allocated \$340,000.00 to the County for a full-time crime analyst, training, software, computer equipment, office supplies, and contractual services for this purpose; and,

WHEREAS, the Prosecuting Attorney now recommends an extension to this grant at no cost to the County to allow for the full expenditure of grant funds; and,

WHEREAS, this extension will provide for continued funding for the Crime Strategies Unit through September 30, 2024, at no cost to the County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Prosecuting Attorney's Office's Innovative Prosecution for Combating Violent Crimes grant be extended through September 30, 2024, as recommended by the Prosecuting Attorney, at no cost to the County; and,

BE IT FURTHER RESOLVED that the Prosecuting Attorney and all other County officials be and hereby are authorized to execute any and all documents necessary to give effect to the intent of this Resolution.

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

APPROVED AS TO FORM:

Bryan D. Worsley

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21431 introduced on October 16, 2023, was duly passed on October 23, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

10.23.23
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$49,500.00 within the 2024 General Fund and authorizing a contract to cover the cost of consultation and proposal services to Colette Holt & Associates Law Firm of San Antonio, TX, at a cost to the County not to exceed \$49,500.00.

RESOLUTION NO. 21766, October 14, 2024

INTRODUCED BY Jalen Anderson, County Legislator

WHEREAS, by Ordinance 5059 dated December 15, 2017, Ms. Holt drafted the County's current MBE/WBE contracting ordinance and has recently conducted the City of Kansas City's contracting diversity study; and,

WHEREAS, Ms. Holt has previously consulted with Administration on the impact of the Responsible Bidders Ord. 5825, and the availability of disadvantaged businesses and subcontractors in the construction industry; and,

WHEREAS, it is appropriate to consult with Ms. Holt regarding Ordinance 5825 and work proposal for Disadvantage Businesses Construction Availability Study given the scope of legal knowledge Ms. Holt possesses in this area of the law; and,

WHEREAS, Colette Holt & Associates of San Antonio, TX, is a firm nationally-recognized as expert in this area of law and is determined to be an appropriate legal advisor to the County; and,

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2024 General Fund be and hereby is made:

| <u>DEPARTMENT/DIVISION</u> | <u>CHARACTER DESCRIPTION</u> | <u>FROM</u> | <u>TO</u> |
|-----------------------------------|---------------------------------------|--------------------|------------------|
| General Fund | | | |
| County Executive Office | | | |
| 001-1001 | 56021 – Lobbyist Services | \$49,500 | |
| 001-1001 | 56790 – Other Contractual Services | | \$49,500 |

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

APPROVED AS TO FORM:

Bryan Covinsky
Bryan Covinsky (Oct 10, 2024 11:32 CDT)

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21766 of October 14, 2024, as duly passed on _____, 2024 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 sources indicated below.


ACCOUNT NUMBER: 001 1001 56021
ACCOUNT TITLE: General Fund
County Executive's Office
Lobbyist Services
NOT TO EXCEED: \$49,500.00

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 1001 56790
ACCOUNT TITLE: General Fund
County Executive Office
NOT TO EXCEED: \$49,500.00

10/10/2024

Date


Sylvia Stevenson (Oct 10, 2024 10:58 CDT)

Chief Administrative Officer

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of _____, 2024, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **COLETTE HOLT & ASSOCIATES**, 16 Carriage Hills, San Antonio, Texas, 78257, hereinafter called "Legal Counsel."

W I T N E S S E T H:

WHEREAS, Legal Counsel agreed to provide legal advice to the County related to the review of the County's Minority- and Woman-owned business Enterprise Program ordinance and related matters.

WHEREAS, the parties now desire to be bound by the provisions hereof;

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and Legal Counsel respectively promise, covenant and agree with each other as follows:

1. Legal Counsel shall provide specialized legal advice to the County related to the review of the County's Minority-and-Women-Owned Business Enterprise Program ordinance and related matters. Legal Counsel agrees that all valid requests for legal services under this contract will come from the Office of the County Counselor.
2. This Agreement shall be effective immediately upon signing and remain in effect until December 31, 2025 at an additional cost to the County of \$49,500.
3. Legal Counsel shall work as an independent contractor and not as an employee of the County. Legal Counsel shall be subject to the direction of the County only as to the

result to be accomplished and not as to the means and methods for accomplishing the result. Legal Counsel shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes, and operate its business independent of the business of the County except as required by this Agreement.

4. The County shall pay Legal Counsel a fee a flat fee with a total amount not to exceed \$49,500. Legal Counsel shall bill County monthly for its services, and County shall pay Legal Counsel promptly upon receipt of Legal Counsel's statement.
5. Legal Counsel agrees that should there be a need for billable work on any topic that would result in additional invoicing in excess of \$49,500, Legal Counsel will notify the County Counselor in writing and will not proceed with the work until they have received approval to do so in writing.
6. Legal Counsel shall be entitled to the reimbursement of its reasonable and necessary expenses incurred in the course of their performance of services under this Agreement, provided that the total amount payable hereunder for professional fees and expenses shall not exceed \$49,500.
7. The term of this Agreement shall be effective immediately upon signing, and shall extend until December 31, 2025, unless sooner terminated. Legal Counsel or the County may terminate this Agreement by giving five days written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Legal Counsel may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all supplies,

books, brochures, fliers, lists, and all other County materials must be delivered and returned by the Legal Counsel to the County within three days of the demand of the County.

8. Legal Counsel promises, covenants, and agrees to faithfully observe and perform all terms, provisions and requirements of this Agreement and Legal Counsel's failure to so observe and perform in accordance with said terms, provisions, and requirements of this Agreement shall represent and constitute a breach of this Agreement and in such event, Legal Counsel consents and agrees as follows:

- (a) The County may without prior notice to Legal Counsel immediately terminate this Agreement; and,

- (b) In addition to the foregoing, the County shall be entitled to petition and receive from any Court a temporary and/or permanent injunction against Legal Counsel; and,

- (c) In addition to all of the foregoing, the County shall be entitled to collect from Legal Counsel all costs incurred by the County as a result of said breach including reasonable attorney's fees, reasonable accountant's fees, investigation expenses, court costs and sheriff's mileage and service fees without limitation by enumeration.

9. Pursuant to §285.530.1, RSMo, Legal Counsel assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized undocumented individuals to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Legal Counsel shall sign

an affidavit, attached hereto and incorporated herein as Exhibit A, affirming that it does not knowingly employ any person who is an unauthorized undocumented individual in connection with the contracted services.

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 this 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.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

COLETTE HOLT & ASSOCIATES

JACKSON COUNTY, MISSOURI

By _____
Federal Tax ID: 81-4063918

By _____
Bryan O. Covinsky
County Counselor

ATTEST:

Mary Jo Spino
Clerk of the Legislature

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$49,500.00 which is hereby authorized.

Date

Director of Finance and Purchasing
Account No. 001-1001-56790

Exhibit A

WORK AUTHORIZATION AFFIDAVIT

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “business entity” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “business entity” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized undocumented individual in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **Collette Holt & Associates**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **Collette Holt & Associates**, does not knowingly employ any person who is an unauthorized undocumented individual in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative’s Signature

Printed Name

Title

Date

Subscribed and sworn before me this _____ day of _____, 2024. I am commissioned as a notary public within the County of _____, State of _____, and my commission expires on _____.

Signature of Notary

Date

Fiscal Note:

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

PC# _____

Date: October 9, 2024

RES # 21766
eRLA ID #: 24-247

001 General Fund

| Cost Center | Spend Category | Program/Grant/Project | From | To |
|--------------------------------|----------------------------------|-----------------------|-----------|-----------|
| 1001 County Executive's Office | 56021 Lobbyist Services | | \$ 49,500 | \$ - |
| 1001 County Executive's Office | 56790 Other Contractual Services | | | 49,500 |
| | | | | |
| | | | | |
| | | | \$ 49,500 | \$ 49,500 |

Fiscal Note:

This expenditure was included in the Annual Budget

PC# _____

001 General Fund

| Cost Center | Spend Category | Program/Grant/Project | To |
|--------------------------------|----------------------------------|-----------------------|-----------|
| 1001 County Executive's Office | 56790 Other Contractual Services | | \$ 49,500 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | \$ 49,500 |

APPROVED

By Mark Lang at 12:02 pm, Oct 09, 2024

Budget Office



Resolution No.: 21766
Sponsor: Megan L. Marshall
Date: October 14, 2024

Jackson County, Missouri

Request for Legislative Action

REQUESTED MEETING DATE: _____ SPONSOR: _____

To be completed by the County Counselor's Office:

NUMBER: _____ ASSIGNED MEETING DATE: _____

STAFF CONTACT: _____ PHONE: _____

EMAIL: _____

DEPARTMENT: _____

TITLE: _____

SUMMARY: _____

FINANCIAL IMPACT: NO ☐

YES ☐

Amount

Fund

Department

Line-Item Detail

ACTION NEEDED: _____

ATTACHMENT(S): _____

Colette Holt & Associates
16 Carriage Hills
San Antonio, TX 78257 US
(773)255-6844
colette.holt@mwbelaw.com
www.mwbelaw.com



INVOICE

BILL TO

Jackson County, Missouri
415 East 12th Street
Second Floor
Kansas City, MO 64106

INVOICE # 2267

DATE 06/22/2024

DUE DATE 06/22/2024

TERMS Due on receipt

| DATE | DESCRIPTION | QTY | RATE | AMOUNT |
|------------|--|------|--------|--------|
| 05/05/2024 | Consulting/Program Development Review ordinance | 1 | 450.00 | 450.00 |
| 05/06/2024 | Consulting/Program Development Meeting with County re: ordinance and availability update | 1 | 450.00 | 450.00 |
| 05/10/2024 | Consulting/Program Development Review meeting notes | 0.25 | 450.00 | 112.50 |

BALANCE DUE

\$1,012.50



June 4, 2024

Proposal to Conduct an Availability Analysis for Jackson County, Missouri

Jackson County, Missouri (“the County”) is seeking detailed data on the availability of Minority- and Woman-owned Business Enterprises (“M/WBEs”) to provide the construction services in the geographic and product markets in which it operates. We propose to build on the work of our earlier Disparity Study to provide updated data to assist the County with setting an overall, annual aspirational goal for M/WBE utilization on its formally procured contracts and establishing narrowly tailored contract goals on specific solicitations to meet the overall, annual aspirational goal. We will provide the County with the list of available firms at the conclusion of the research.

We will take the following steps to produce the aggregated and detailed availability estimates:

1. Develop the Final Contract Data File

The analysis will determine the County’s utilization of M/WBEs on construction contracts valued at \$50,000 and above awarded between the first Fiscal Year for which the County has full records in the B2Gnow® system through 2023. CHA will work with the County’s staff to ensure that we are provided with all necessary contract records.

It is our understanding that the file that will be provided will have all necessary information for prime contractors and first tier subcontractors (certified and non-certified) to include:

- Contract identification number
- Prime contract name
- General description of services performed
- Dollar amount of payment(s) to prime contractor for the study period (inclusive of all change orders)
- Dollar amounts paid to all first-tier subcontractors
- Contract start date
- Contract end date
- Business name of prime and subcontractors
- Contractor address with zip code, telephone number and email address
- Six-digit NAICS code(s) for the work performed on the contract
- Race and gender of all prime contractors and subcontractors

CHA will not obtain data other than that provided in the B2G system files.

2. Determine the County's Utilization of M/WBEs

We will next determine County's utilization of M/WBEs in its geographic and product market area based on the Final Contract Data File. Results will be calculated and presented as a percentage of all firms by each racial or ethnic group and White women. These will be aggregated and disaggregated by detailed six-digit NAICS codes. In addition to calculating M/WBE utilization, the product market analysis produces the NAICS weights to be applied to the unweighted and weighted availability results, discussed below.

3. Analyze the Availability of M/WBEs

CHA will calculate an overall estimate of the number of available ready, willing, and able M/WBEs in the County's geographic and market area as a percentage of the total universe of firms. These results will be a narrowly tailored, dollar-weighted average of all the underlying industry availability numbers; larger weights will be applied to industries with relatively more spending and lower weights applied to industries with relatively less spending. The availability figures will be sub-divided by race, ethnicity and gender. The availability estimates will include both certified M/WBEs and non-certified firms owned by minorities or women.

There are three components to our methodology to estimate availability: the compilation of the M/WBE Master Directory; the determination of the constrained product market; and the extraction of firms from the Dun & Bradstreet MarketPlace/Hoovers database.

To perform this analysis, CHA will take the following steps:

- *The development of the Master Business List.* Three data sets are used to develop the Master Business List: a) the firms in the M/WBE Master Directory; b) the firms contained in the Contract Data File; and c) the firms extracted from the Dun & Bradstreet MarketPlace/Hoovers database. To compile the Master Directory, CHA will acquire and combine all available government directories of minority, woman and disadvantaged firms. We may request assistance from the County in obtaining these lists. CHA will limit the firms to those within the County's geographic and product market.

Next, CHA will return to the product and geographic data in the Final Contract Data File and compile a list of firms that received contracts or subcontracts from the County. This will require the elimination of any duplicates because a firm might have received more than one contract for work in each NAICS code during the review period.

Finally, using the relevant geographic and product market definitions, CHA will define a subset of business data to be licensed from Dun & Bradstreet/Hoover MarketPlace database list. Hoovers maintains a comprehensive, extensive and regularly updated listing of all firms conducting business. The database includes a vast amount of information on each firm. We will purchase the information from Hoovers for the firms that are located in the County's market area in the relevant NAICS codes in order to form our custom Dun & Bradstreet/Hoovers Database.

- *The estimation of unweighted availability.* The Master Business List will be the available universe of relevant firms for the analysis. This process will significantly improve the identification of M/WBEs in the business population. CHA will assign race and sex to any firm not already classified in the Final Contract Data File. CHA will produce estimates of M/WBEs in the County's market for each NAICS code and for M/WBE and availability for all NAICS codes combined.

At the conclusion of the availability analysis, we will provide to the County a detailed database of those firms included in the results. This unweighted availability database can be used in conjunction with the B2Gnow® goal setting module, which was developed specifically to utilize our results for defensible contract goal setting. It will also permit the County to track, in detail, its utilization of M/WBEs compared to their availability in order to ensure non-discrimination in its procurement and contracting processes. The availability database can also be used for outreach purposes.

- *The estimation of weighted availability.* Using the weights from the utilization analysis, the unweighted availability will be adjusted for the share of the County's spending in each NAICS code. This adjustment can serve as the basis for an overall, annual aspirational goal for the County's formally procured contracts.

Report

CHA will deliver a draft report to the County. Upon review and comments by the County, CHA will produce a final report.

Presentation

We will make one virtual presentation of the study results as directed by the County.

Timeline

| Task | Month 1 | Month 2 | Month 3 | Month 4 | Month 5 |
|---|---------|---------|---------|---------|---------|
| Develop the Final Contract Data File | | | | | |
| Develop Master M/W/DBE Directory | | | | | |
| Conduct Utilization Analysis | | | | | |
| Conduct Availability Analysis | | | | | |
| Draft Report/Final Report | | | | | |
| Draft Presentation/Conduct Presentation | | | | | |

Cost:

Total \$49,500