

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$499,113.00 from the undesignated fund balance of the 2015 Anti-Drug Sales Tax Fund in acceptance of the 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) from the United States Department of Justice and authorizing the Director of Finance and Purchasing to make payments totaling \$289,435.00 to the Cities of Kansas City, Grandview, and Independence, Missouri.

ORDINANCE NO. 4782, October 12, 2015

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, the U. S. Department of Justice has awarded the County and the Cities of Kansas City, Grandview, and Independence a 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) in the total amount of \$499,113.00 to provide for anti-drug and other crime control measures for the period of October 1, 2015, to September 30, 2018; and,

WHEREAS, by Resolution 18863, dated June 18, 2015, the Legislature did authorize the execution of an Interlocal Agreement setting out the rights and obligations of the County to serve as the fiscal agent for the grant funds; and,

WHEREAS, under this Agreement the County will manage the distribution of a portion of grant funds to the Cities of Kansas City, Grandview, and Independence, Missouri; and,

WHEREAS, the grant and Interlocal Agreement allocate \$209,628.00 to the County for Prosecuting Attorney salaries and benefits and require that the County pass through \$289,432.00 to the cities; and,

WHEREAS, this grant requires no local matching funds; and,

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

WHEREAS, the County Executive recommends said appropriation; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2015 Grant Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund 2015 JAG (Prosecutor's Office)			
008-4142	45768 – Increase Revenues	\$499,113	
008-2810	Undesignated Fund Balance		\$499,113
008-2810	Undesignated Fund Balance	\$499,113	
008-4142	55010 - Regular Salary		\$164,995
008-4142	55040 – FICA		\$ 12,622
008-4142	55050 – Pension		\$ 15,840
008-4142	55060 – Insurance		\$ 8,960
008-4142	55070 – Unemployment		\$ 550
008-4142	55110 – Worker's Comp		\$ 1,760
008-4142	55150 – Long Term Disability		\$ 550
008-4142	56661 – Software		\$ 3,000
008-4142	57010 – Office Supplies		\$ 1,351
008-4142	56790 – Other Contractual Services		\$ 289,485

BE IT FURTHER ORDAINED that the Director of Finance be and hereby is authorized to make all payments as one-time lump sum payments to the Cities of Kansas City, Grandview, and Independence, in an aggregate amount not to exceed \$289,432.00.

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. 4782 introduced on October 12, 2015, was duly passed on _____, 2015 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. 4782.

Date

Michael D. Sanders, County Executive

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

ACCOUNT NUMBER:	008 2810
ACCOUNT TITLE:	Grant Fund
	Undesignated Fund Balance
NOT TO EXCEED:	\$499,113.00

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 for the obligation herein authorized.

ACCOUNT NUMBER: 008 4142 56790
ACCOUNT TITLE: Grant Fund
2015 JAG
Other Contractual Services
NOT TO EXCEED: \$289,435.00

October 3, 2015
Date


Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~/Ord No.: 4782

Sponsor(s): Dennis Waits

Date: October 12, 2015

<p>SUBJECT</p>	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Ordinance appropriating \$499,113 for the purpose of the acceptance of the 2015 JAG Grant awarded to Jackson County by the Department of Justice and creating two (2) Assistant Prosecuting Attorney I positions as designated by the grant in the Jackson County Prosecutor's Office. The grant award also covers base salary and FICA for existing Data and Information Analyst position.</u></p>																																	
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$499,113</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$499,113</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td colspan="2">Source of funding (name of fund) and account code number;</td> </tr> <tr> <td>FROM: 010 – Grant Fund; 2810 – Undesignated Fund Balance</td> <td>FROM ACCT \$499,113</td> </tr> <tr> <td>TO: 010 – Grant Fund; 2015 JAG Grant; 55010 – Regular Salary</td> <td>TO ACCT \$164,995</td> </tr> <tr> <td>010 – Grant Fund; 2015 JAG Grant; 55040 – FICA</td> <td>\$12,622</td> </tr> <tr> <td>010 – Grant Fund; 2015 JAG Grant; 55050 – Pension</td> <td>\$15,840</td> </tr> <tr> <td>010 – Grant Fund; 2015 JAG Grant; 55060 – Insurance</td> <td>\$8,960</td> </tr> <tr> <td>010 – Grant Fund; 2015 JAG Grant; 55070 – Unemployment</td> <td>\$550</td> </tr> <tr> <td>010 – Grant Fund; 2015 JAG Grant; 55110 – Worker's Compensation</td> <td>\$1,760</td> </tr> <tr> <td>010 – Grant Fund; 2015 JAG Grant; 55150 – Long Term Disability</td> <td>\$550</td> </tr> <tr> <td>010 – Grant Fund; 2015 JAG Grant; 56661 – Software</td> <td>\$3,000</td> </tr> <tr> <td>010 – Grant Fund; 2015 JAG Grant; 57010 – Office Supplies</td> <td>\$1,351</td> </tr> <tr> <td>010 – Grant Fund; 2015 JAG Grant; 56790 – Other Contractual Services</td> <td>\$289,485</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p>		Amount authorized by this legislation this fiscal year:	\$499,113	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$499,113	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number;		FROM: 010 – Grant Fund; 2810 – Undesignated Fund Balance	FROM ACCT \$499,113	TO: 010 – Grant Fund; 2015 JAG Grant; 55010 – Regular Salary	TO ACCT \$164,995	010 – Grant Fund; 2015 JAG Grant; 55040 – FICA	\$12,622	010 – Grant Fund; 2015 JAG Grant; 55050 – Pension	\$15,840	010 – Grant Fund; 2015 JAG Grant; 55060 – Insurance	\$8,960	010 – Grant Fund; 2015 JAG Grant; 55070 – Unemployment	\$550	010 – Grant Fund; 2015 JAG Grant; 55110 – Worker's Compensation	\$1,760	010 – Grant Fund; 2015 JAG Grant; 55150 – Long Term Disability	\$550	010 – Grant Fund; 2015 JAG Grant; 56661 – Software	\$3,000	010 – Grant Fund; 2015 JAG Grant; 57010 – Office Supplies	\$1,351	010 – Grant Fund; 2015 JAG Grant; 56790 – Other Contractual Services	\$289,485
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	<p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: \$ _____</p> <p>Prior Year Budget (if applicable): _____</p> <p>Prior Year Actual Amount Spent (if applicable): _____</p>																															
PRIOR LEGISLATION	<p>Prior ordinances and (date): n/a</p> <p>Prior resolutions and (date): 18863 6/15</p>																															
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Jean Peters Baker, 9/17/15</p>																															
REQUEST SUMMARY	<p>Requesting an Ordinance accepting the 2015 JAG Grant Awarded to Jackson County by the Department of Justice. The total award amount is \$499,113. The funds will be distributed between the Jackson County Prosecutor's Office (\$209,628), City of Kansas City - Neighborhood and Community Services (\$50,000), Kansas City Metropolitan Crime Commission (\$50,000), Kansas City No Violence Alliance (\$129,592), City of Grandview, (\$14,920), City of Independence (\$44,920).</p> <p>The amount awarded to the Jackson County Prosecutor's Office includes funding to create two (2) new Assistant Prosecuting Attorney I positions to assist with Intelligence Driven Prosecution under the KC NoVA initiative. These positions will focus on existing and future crime, notably violent-crime, and reduction efforts within the Jackson County Prosecutor's Office. Additionally, the grant covers the base salary and FICA of the department's Data and Information Analyst position. The pension and insurance benefits for this position is covered out of account 008-4152.</p> <p>Funding source for the above named government agencies is allocated below as 56790. The Prosecutor's Office will administer the grant.</p> <p>This grant expires 9/30/18.</p> <p>Please appropriate \$499,113 as follows:</p> <table border="0"> <tr><td>55010</td><td>salary</td><td>\$164,995</td></tr> <tr><td>55040</td><td>fica</td><td>\$12,622</td></tr> <tr><td>55050</td><td>pension</td><td>\$15,840</td></tr> <tr><td>55060</td><td>insurance</td><td>\$8,960</td></tr> <tr><td>55070</td><td>unemployment</td><td>\$550</td></tr> <tr><td>55110</td><td>worker's compensation</td><td>\$1,760</td></tr> <tr><td>55150</td><td>long term disability</td><td>\$550</td></tr> <tr><td>56661</td><td>software</td><td>\$3,000</td></tr> <tr><td>57010</td><td>office supplies</td><td>\$1,351</td></tr> <tr><td>56790</td><td>other contractual services</td><td>\$289,485</td></tr> </table>		55010	salary	\$164,995	55040	fica	\$12,622	55050	pension	\$15,840	55060	insurance	\$8,960	55070	unemployment	\$550	55110	worker's compensation	\$1,760	55150	long term disability	\$550	56661	software	\$3,000	57010	office supplies	\$1,351	56790	other contractual services	\$289,485
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	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department)</p> <p><input type="checkbox"/> Business License Verified (Purchasing & Department)</p> <p><input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>																															
ATTACHMENTS	<p>Award, MOU, Budgets</p>																															
REVIEW	<p>Department Director: <i>Jean Peters Baker</i></p>	<p>Date: <i>9/30/15</i></p>																														

Finance (Budget Approval) <i>If applicable</i> <i>Emily [Signature]</i>	Date: <i>7 Oct 2015</i>
Division Manager: <i>Mark You Brown</i>	Date: <i>10/8/15</i>
County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:


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

Supplemental Appropriation Request Jackson County, Missouri

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

Date: October 1, 2015

ORD # 4782

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
<u>Anti-Drug Sales Tax Grant Fund - 008</u>			
<u>4142-2015 JAG (Prosecutor's Office)</u>	<u>45768- Revenues</u>	<u>499,113.00</u>	
<u>2810</u>	<u>Undesignated Fund Balance</u>		<u>499,113.00</u>
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<u>4142-2015 JAG (Prosecutor's Office)</u>	<u>55010-Regular Salaries</u>		<u>164,995.00</u>
<u>4142-2015 JAG (Prosecutor's Office)</u>	<u>55040-FICA</u>		<u>12,622.00</u>
<u>4142-2015 JAG (Prosecutor's Office)</u>	<u>55050-Pension</u>		<u>15,840.00</u>
<u>4142-2015 JAG (Prosecutor's Office)</u>	<u>55060-Insurance</u>		<u>8,960.00</u>
<u>4142-2015 JAG (Prosecutor's Office)</u>	<u>55070-Unemployment</u>		<u>550.00</u>
<u>4142-2015 JAG (Prosecutor's Office)</u>	<u>55110-Worker's Comp</u>		<u>1,760.00</u>
<u>4142-2015 JAG (Prosecutor's Office)</u>	<u>55150-Long Term Disability</u>		<u>550.00</u>
<u>4142-2015 JAG (Prosecutor's Office)</u>	<u>56661-Software</u>		<u>3,000.00</u>
<u>4142-2015 JAG (Prosecutor's Office)</u>	<u>57010-Office Supplies</u>		<u>1,351.00</u>
<u>4142-2015 JAG (Prosecutor's Office)</u>	<u>56790-Other Contractual Serv</u>		<u>289,485.00</u>
	Total	499,113.00	499,113.00
Budgeting			

BUDGET 2015 JAG GRANT

The County of Jackson (\$209,628.00)

Project 1: Community Based Programs, Intelligence Driven Prosecution

KC NoVA Data and Information Analyst Salary and benefits (portion)	\$59,202.00
2 Assistant Prosecutors Salaries and benefits	\$146,075.00
X1 Social Discovery Software	\$3,000.00
Office Supplies for 2 Assistant Prosecutors	\$1,351.00
Total:	\$209,628.00

The City of Grandview (\$14,973.00)

Project 1: Equipment-Tactical, Less-Than-Lethal, Officer Safety

14 Tasers with DPM, Cartridges, Holsters	\$14,973.00
Total:	\$14,973.00

The City of Independence (\$44,920.00)

Project 1: GPS Tracking, Less-Than-Lethal, Officer Safety, System Improvements

2 StarChase Pursuit Management Technology Units	\$9,990.00
Installation – 2 Star Chase Units	\$1,170.00
Support Package for 2 StarChase Units - Year 2	\$3,200.00
Support Package for 2 StarChase Units - Year 3	\$3,200.00
L3 In-Car Camera Replacement/Upgrades 10 Flashback HD DVR's	\$27,360.00
Total:	\$44,920.00

The City of Kansas City (\$229,592.00)

Project 1: Canines, Conferences/Training, Crime Prevention

Code Enforcement Officer Salary	\$45,000.00
Animal Control Officer Training and Code Enforcement Officer Conference	\$5,000.00
Total	\$50,000.00


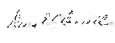
Project 2: Reentry

Second Chance Program Director Salary	\$50,000.00
Total	\$50,000.00

Project 3: Community Based Programs, Community Policing

3 KC NoVA Social Service Case Workers Salaries and benefits	\$129,592.00
Total	\$129,592.00

Total Budget for all projects: \$499,113.00

 <p>Department of Justice Office of Justice Programs Bureau of Justice Assistance</p>		Grant		PAGE 1 OF 9																
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Jackson County 415 East 12th Street Kansas City, MO 64106		4. AWARD NUMBER: 2015-DJ-BX-0910																		
		5. PROJECT PERIOD: FROM 10/01/2014 TO 09/30/2018 BUDGET PERIOD: FROM 10/01/2014 TO 09/30/2018																		
		6. AWARD DATE 09/15/2015	7. ACTION Initial																	
2a. GRANTEE IRS/VENDOR NO. 446000526	8. SUPPLEMENT NUMBER 00																			
2b. GRANTEE DUNS NO. 073134868	9. PREVIOUS AWARD AMOUNT \$ 0																			
3. PROJECT TITLE Greater Kansas City Crime Prevention Initiatives		10. AMOUNT OF THIS AWARD \$ 499,113																		
		11. TOTAL AWARD \$ 499,113																		
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).																				
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY15(BJA - JAG) 42 USC 3750, et seq.																				
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program																				
15. METHOD OF PAYMENT GPRS																				
AGENCY APPROVAL		GRANTEE ACCEPTANCE																		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Michael Sanders County Executive																		
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL		19A. DATE																
AGENCY USE ONLY																				
20. ACCOUNTING CLASSIFICATION CODES <table border="1"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>DIV. OFC.</th> <th>REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>DJ</td> <td>80</td> <td>00</td> <td>00</td> <td></td> <td>499113</td> </tr> </tbody> </table>		FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT	X	B	DJ	80	00	00		499113	21. PDJUGT1259		
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X	B	DJ	80	00	00		499113													

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2015-DJ-BX-0910

AWARD DATE 09/15/2015

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

If this 2015 award supplements funds previously awarded by OJP under the same award number, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2015 award.

Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time-limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326).

For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide").
3. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the recipient, and may result in suspension of funding until such time as the recipient is in compliance, or termination of the award.
4. The recipient understands and agrees that OJP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
5. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
6. The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: oig.hotline@usdoj.gov hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2015-DJ-BX-0910

AWARD DATE 09/15/2015

SPECIAL CONDITIONS

7. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient --

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized to make subawards or contracts under this award --

a. it represents that --

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

8. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

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PROJECT NUMBER 2015-DJ-BX-0910

AWARD DATE 09/15/2015

SPECIAL CONDITIONS

10. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
11. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
12. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
13. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
14. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
15. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
16. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
17. A recipient that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).
18. The recipient must collect, maintain, and provide to OJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.



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19. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
20. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
21. The recipient understands and agrees that it has a responsibility to monitor its subrecipients' compliance with applicable federal civil rights laws. The recipient agrees to submit written Methods of Administration (MOA) for ensuring subrecipients' compliance to the OJP's Office for Civil Rights at CivilRightsMOA@usdoj.gov within 90 days of receiving the grant award, and to make supporting documentation available for review upon request by OJP or any other authorized persons. The required elements of the MOA are set forth at http://www.ojp.usdoj.gov/funding/other_requirements.htm, under the heading, "Civil Rights Compliance Specific to State Administering Agencies."
22. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
23. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
24. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.



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25. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
26. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
27. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
28. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
29. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
30. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
31. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source) procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently \$150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the OJP Financial Guide.



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32. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
33. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.
34. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
35. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
36. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
37. The recipient agrees to submit a signed certification that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.
38. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
39. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
40. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.



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41. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

42. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.
43. Recipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.
44. Recipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>



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45. Recipient understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf
46. Recipient understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:
- a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
 - b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
 - c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.
- Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.
47. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.
48. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the signed Memorandum of Understanding (MOU) between the disparate jurisdictions and has issued a Grant Adjustment Notice (GAN) releasing this special condition.
49. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance (BJA) has received documentation demonstrating that the state or local governing body review requirements have been met and a Grant Adjustment Notice (GAN) has been approved releasing this special condition.

GMS APPLICATION NUMBER: 2015-H2338-MO-DJ

**INTERLOCAL AGREEMENT
BETWEEN THE COUNTY OF JACKSON, MISSOURI AND
THE CITY OF KANSAS CITY, MISSOURI
THE CITY OF GRANDVIEW, MISSOURI
THE CITY OF INDEPENDENCE, MISSOURI**

**2015 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD
Grant Cycle October 1, 2014-September 30, 2018**

This Agreement is made and entered into this ____day of June, 2015, by and between the COUNTY of Jackson (COUNTY), the CITY of Kansas City, Missouri (CITY1), the CITY of Grandview (CITY2), and the CITY of Independence (CITY3),

WHEREAS, the U.S. Department of Justice, Office of Justice Programs has collectively allotted \$499,113 to the above-named units of government for state and local law enforcement related initiatives; and

WHEREAS, each governing body agrees that the COUNTY of Jackson shall serve as the fiscal agent for the funds; and

WHEREAS, each governing body finds that the performance of this AGREEMENT is in the best interest of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services of functions under this agreement; and

WHEREAS, the COUNTY of Jackson agrees to provide CITY1 \$229,592 from the JAG award for Neighborhoods and Housing Services, Kansas City Police Department, and the Kansas City Metropolitan Crime Commission; and,

WHEREAS, the COUNTY of Jackson agrees to provide CITY2 \$14,973 for the JAG award to purchase Law Enforcement related equipment for public safety; and

WHEREAS, the COUNTY of Jackson agrees to provide CITY3 \$44,920 from the JAG award to purchase Law Enforcement related equipment for public safety and a technology assistance software;

WHEREAS, the COUNTY of Jackson agrees to \$209,628 from the JAG award for salaries and benefits of staff in the Jackson County Prosecutor's Office; and

WHEREAS, the COUNTY of Jackson, CITY1, CITY2, and CITY3 believes it to be in their best interests to reallocate JAG funds.

Section 1.

COUNTY of JACKSON agrees to pay CITY1 \$229,592 of JAG funds.

CITY1 agrees to use the \$229,592 for Neighborhoods and Housing Services, Kansas City Police Department and the Kansas City Crime Commission.

GMS APPLICATION NUMBER: 2015-H2338-MO-DJ

Section 2.

COUNTY of JACKSON agrees to pay CITY2 a total of \$14,973 of JAG funds.

CITY2 agrees to use \$14,973 to purchase Law Enforcement Equipment.

Section 3.

COUNTY of Jackson agrees to pay CITY3 a total of \$44,920 of JAG funds.

CITY3 agrees to use the \$44,920 to purchase Law Enforcement Equipment and Technology Assistance Software.

Section 4.

COUNTY of JACKSON agrees to receive a total of \$209,628 of JAG funds.

COUNTY of JACKSON agrees to use the \$209,628 for salaries and benefits of staff in the Jackson County Prosecutor's Office.

Section 5.

Nothing in the performance of this Agreement shall impose any liability for claims against all participating CITIES under this Memorandum of Understanding.

Section 6.

Nothing in the performance of this Agreement shall impose any liability for claims against the COUNTY.

Section 7.

Each party to this agreement shall be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by one or more of the other parties.

Section 8.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this agreement.

Section 9.

By entering into this Agreement, the parties do not intend to create any obligations express or implies other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

COUNTY OF JACKSON COUNTY, MISSOURI

By: Jean Peters Baker
Jean Peters Baker
Jackson County Prosecutor

By: Dan Tarwater III
Dan Tarwater III
Chair, Jackson County Legislature

By: Michael Sanders
Michael Sanders
County Executive

CITY OF KANSAS CITY, MISSOURI

By: Troy M. Schulte
Troy Schulte
City Manager

CITY OF GRANDVIEW, MISSOURI

By: Charles R. Iseman
Charles R. Iseman
Chief, Grandview Police Department

CITY OF INDEPENDENCE, MISSOURI

By: Tom Dailey
Tom Dailey
Chief, Independence Police Department

By: Robert Heacock
Robert Heacock
City Manager

APPROVED AS TO FORM

W. Stephen Rife
County Counselor

ATTEST:

Mary B. Brame
Clerk of the County Legislature

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE transferring \$183,750.00 within and appropriating \$184,900.00 from the undesignated fund balance of the 2015 Grant Fund in acceptance of the Jackson County Sheriff's Office's DWI/Traffic Safety Unit Salary Grant awarded by the Missouri Department of Transportation, Traffic and Highway Safety Division, and authorizing the County Executive to execute a contract with the Missouri Highway Safety Division for the expenditure of grant funds.

ORDINANCE NO. 4783, October 12, 2015

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Sheriff's Office has been awarded a grant in the amount of \$184,900.26 by the Missouri Department of Transportation, Traffic and Highway Safety Division, for the purpose of funding a five-person DWI/Traffic Safety Unit consisting of one sergeant and four deputies for the period of October 1, 2015, to September 30, 2016; and,

WHEREAS, the grant is subject to a local match in the amount of \$183,749.69; and,

WHEREAS, the Sheriff recommends the acceptance of this grant and the execution of an agreement with the Missouri Department of Transportation, Traffic and Highway Safety Division; and,

WHEREAS, a transfer and appropriation are necessary to place the grant and matching 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			
DWI Overtime Enforcement			
010-4299	45731 - Increase Revenues	\$184,900	
010-2810	Undesignated Fund Balance		\$184,900
010-2810	Undesignated Fund Balance	\$184,900	
010-4299	56798 - Grant Match	\$183,750	
010-4299	55010 - Regular Salaries		\$221,948
010-4299	55030 – Overtime		\$ 12,887
010-4299	55040 - FICA		\$ 17,965
010-4299	55050 - Pension		\$ 33,816
010-4299	55060 - Health Insurance		\$ 76,034
010-4299	57190 – Uniform Allowance		\$ 6,000

and,

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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 4783 introduced on October 12, 2015, was duly passed on _____, 2015 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. 4783.

Date

Michael D. Sanders, County Executive

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

ACCOUNT NUMBER:	010 4299 56798
ACCOUNT TITLE:	Grant Fund
	DWI Overtime Enforcement
	Grant Match
NOT TO EXCEED:	\$183,750.00

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

ACCOUNT NUMBER: 010 2810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$184,900.00

October 2, 2015
Date

[Signature]
Director of Finance and Purchasing

Traffic and Highway Safety

Missouri Department of Transportation

830 MoDOT Drive
P.O. Box 270
Jefferson City, MO 65102
573-751-4161
1-800-800-2358
Fax: 573-634-5977

August 11, 2015

Sheriff Mike Sharp
Jackson County Sheriff's Office
4001 NE Lakewood Court
Lee's Summit, MO 64064-1703

Dear Sheriff Sharp:

Enclosed is a contract between the Traffic and Highway Safety Division and the Jackson County Sheriff's Office for a DWI / Traffic Safety Unit Salary project.


The project obligates \$184,900.26 in federal funds for the period October 01, 2015 through September 30, 2016. All expenditures should be claimed against project #16-154-AL-097.

Please review this contract carefully for any discrepancies or questions. If acceptable, have the appropriate individuals sign the Contract Cover Page and have the Project Director **initial at the bottom of each page** to indicate that he/she has reviewed the contract. The Authorizing Official and Project Director signatures on the contract must be signed by two separate individuals. After signing, please return all pages of the contract to the Traffic and Highway Safety Division.

This contract does not become effective until the Highway Safety Director has approved and signed it. No costs can be incurred by your agency prior to the Director's approval. Once the Director approves the contract, a fully executed copy will be returned to your agency.

If you have any questions concerning the project activity or reimbursement procedures, please contact Marcus Holmes, Intermediate System Management Specialist at 573-751-5408. We look forward to working with you and your staff.

Sincerely,



Bill Whitfield
Highway Safety Director

Enclosure



Bill

CONTRACT**Ord. 4783**

Form HS-1

Revision Reason: Other

Version: 3

05/07/2015

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

Project Title: DWI / Traffic Safety Unit Salary
Project Number: 16-154-AL-097
Project Category: Transfer
Program Area: 154/164 Alcohol

Funding Source: 154 AL / 20.607**Type of Project:** Initial**Started:** 10/01/2015**Federal Funds Benefiting****State:****Local:** \$184,900.26**Total:** \$184,900.26**Source of Funds****Federal:** \$184,900.26**State:****Local:** \$183,749.69**Total:** \$368,649.95**Contract Period****Effective:** 10/01/2015**Through:** 09/30/2016**Prepared By**

Holmes, Marcus

Authorizing Official**Date****Project Director****Date****Highway Safety Director****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 \$184,900.26**; 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 GRANTEE AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

I. RELATIONSHIP: The relationship of the Grantee to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Grantee 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 Grantee.

II. EQUIPMENT

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

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

B. DISPOSITION: The Grantee 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. Grantee 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 grantee's previous twelve months authorized strength.

III. FISCAL RESPONSIBILITY

A. MAINTENANCE OF RECORDS: The Grantee agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Grantee further agrees that the Missouri Department of Transportation (MoDOT) Traffic and Highway Safety (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 Grantee pertaining to this contract and further agrees to maintain such books and records for three years after the date of final project disposition.

B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE: The MHTC agrees to reimburse the Grantee 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 Grantee, 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 contracting official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Final payment is contingent upon receipt of final voucher. **AUDITS:** Grantee will be responsible for the required supporting documentation no later than 30 days after the end of the contract period.

C. ACCOUNTING: The Grantee 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 Grantee must document the following: (1) Receipt of federal funds, (2) date and amount paid to officers, (3) officer'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: If the Grantee expends five hundred thousand dollars (\$500,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. 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. Subject to the requirements of OMB Circular A-133, if the Grantee expends less than five hundred thousand dollars (\$500,000) a year, the Grantee may be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities. 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.

IV. TERMINATION: If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Grantee 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 Grantee 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 Grantee or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Grantee or its subcontractor under the provisions of this contract. The Grantee 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.

V. STATUTORY REQUIREMENTS

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

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. Statewide Traffic Accident Records System (STARS) 43.250 RSMo—Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
4. Uniform Crime Reporting RSMo 43.505—Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
5. Racial Profiling RSMo 590.650—Law enforcement agency to file a report to the Attorney General each calendar year.

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B. US DOT AND OMB REGULATIONS: The United States Department of Transportation's (US DOT) common grant rules at 2 CFR Part 1201, adopted the Office of Management and Budget's (OMB) revised Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200 with DOT-specific deviations. The regulations at 2 CFR Parts 200 and 1201 supersede requirements from 23 CFR Parts 18 and 19 and OMB Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122, and A-133, beginning with the federal fiscal year 2016 highway safety grants. The Grantee shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015. Further guidance on these new regulations will be provided by MHTC when it becomes available. If US DOT guidance necessitates significant changes in this contract, MHTC and Grantee will enter into a contract amendment to ensure all parties are in compliance with the new regulations contained in 2 CFR Part 200 and 1201.

VI. 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 Traffic and Highway Safety funding supported this effort. Examples may include, but are not limited to print materials; incentive items; 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.

VII. INDEMNIFICATION: Option 1 below only applies to Cities, Counties and political subdivisions 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 Grantee 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 Grantee's wrongful or negligent performance of its obligations under this Agreement.

B. The Grantee will require any contractor procured by the Grantee 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 Grantee 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 Grantee's performance of its obligations under this Agreement.

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

IX. MHTC REPRESENTATIVE: The MoDOT Traffic and Highway Safety 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.

X. ASSIGNMENT: The Grantee shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

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

XII. 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.

XIII. 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.

XIV. NONSEGREGATED FACILITIES

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

XV. FUNDING ORIGIN AND AUDIT INFORMATION

The National Highway Traffic Safety Administration (NHTSA) funds the following program areas:

Section	CFDA#	Program Title
402	20.600	State and Community Highway Safety Programs
410	20.601	Alcohol-Impaired Driving Countermeasures Incentive Grants I
154	20.607	Alcohol Open Container Requirements
164	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated
408	20.610	State Traffic Safety Information System Improvement Grants
1906	20.611	Incentive Grant Program to Prohibit Racial Profiling
2010	20.612	Incentive Grant Program to Increase Motorcyclist Safety
2011	20.613	Child Safety and Child Booster Seats Incentive Grant

405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs

XVI. 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.fsr.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSR.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 number (where applicable), program source;
- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. A unique identifier (DUNS);
- F. The names and total compensation of the five most highly compensated officers of the entity if:
 - 1. The entity in the preceding fiscal year received-
 - a. 80 percent or more of its annual gross revenues in Federal awards;
 - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
 - 2. The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

XVII. 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. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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

The State will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee'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 grantee'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-
 - 1. Abide by the terms of the statement.
 - 2. 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 (d)(2) 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 (d)(2), with respect to any employee who is so convicted-
 - 1. Taking appropriate personnel action against such an employee, up to and including termination.
 - 2. 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.

XIX. BUY AMERICA ACT

(applies to subrecipients as well as States)

The State will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases 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. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

XX. 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.

XXI. 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:

1. 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 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.
2. 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.
3. 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 With Federal Register /Vol. 78, No. 15 /Wednesday, January 23, 2013 /Rules and Regulations 5027 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.

XXII. 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.

XXIII. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. 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.
3. 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.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "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.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. 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.

CONTRACT CONDITIONS - PAGE 6

10. Except for transactions authorized under paragraph 6 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 this transaction for cause or default. *Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions*

- a. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
 - (i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (ii) 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;
 - (iii) 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
 - (iv) 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.
- b. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. 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.
3. The prospective lower tier participant shall provide immediate written notice to the person to which 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.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. 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.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause with 5028 Federal Register / Vol. 78, No. 15 / Wednesday, January 23, 2013 / Rules and Regulations "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. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. 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.
9. Except for transactions authorized under paragraph 5 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 and/or debarment.

XXIV. 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.

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING:

Agencies 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 at least 30 days prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda or syllabus. Any changes to the course schedule must have prior approval from the MHTC.
- B. Evaluation will be a 2-step process to include:
 1. Student Evaluation of the training
 - a. 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.
 - b. The evaluation form must be developed by the grantee and approved by the MHTC prior to use.
 2. Instructor evaluation of the students' comprehension and understanding of the material presented.

C. The grantee must provide a sign-up sheet for every class—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. Name of attendees
4. Signature of attendees
5. Business address, telephone number and/or email address of each attendee

D. Every effort should be made to enroll a minimum of fifteen (15) students per class.

E. Copies of the student evaluations, instructor evaluations, number of students enrolled/number of students attending, and participant sign-up sheets must be submitted to MHTC not later than thirty (30) days after the training has been conducted.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY:

A. PROBLEM IDENTIFICATION

Agency 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 agency 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 and encouraged 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. Agency should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report Form*.
5. Agency is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Traffic and Highway Safety Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, impaired driving campaign, youth seat belt enforcement campaign, quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: www.modot.mo.gov/safety.
6. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.
7. The Grantee 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 Grantee 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 (LETSA) and attend the general meetings and annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact (traffic safety task force).

D. ALLOWABLE COSTS

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

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

E. DRUNK DRIVING ENFORCEMENT PROJECTS

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

F. SOBRIETY CHECKPOINTS

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

PROBLEM IDENTIFICATION

Alcohol and other drugs contribute substantially to traffic crashes on Missouri's roads, particularly those resulting in death or serious injury. In the 2011-2013 period, 419,658 traffic crashes occurred in the state. Of those, 0.5% resulted in a fatality and 3.0% involved someone being seriously injured.

During the same time period, there were 20,061 traffic crashes where one or more drivers and/or pedestrians were under the influence of intoxicants and in the opinion of the investigating officer their intoxicated condition was a contributing factor to the crash. In these crashes where drivers or pedestrians were impaired by alcohol or other drugs, 717 people were killed and another 2,644 were seriously injured. It also is important to note that substance-impaired driving is under-reported as a contributing factor in traffic crashes.

This under-reporting is due to drivers undergoing injuries sustained from crashes without being tested for blood alcohol content. Also, some forms of drug impairment may not be apparent to officers on the scene. As a result, it is an even greater problem than these statistics would indicate. In addition, 87.7% of substance-impaired drivers killed also failed to wear a safety belt further compounding the problem of substance-impaired driving.

A common misconception is that substance-impaired drivers are primarily injuring and killing themselves. While that is often true, a substantial number of people killed and seriously injured in these crashes were not intoxicated by alcohol or other drugs. Their actions in these incidents probably did not contribute to the cause of the collision. Of the 717 people killed in alcohol and other drug-related traffic crashes, 69.2% were the substance-impaired driver/pedestrian and 30.8% were some other involved party. Of the 2,644 seriously injured, 61.7% were the substance-impaired drivers/pedestrians while 38.3% were other persons in the incidents.

During FY2011-2013 there were 60,297 motor vehicle crashes in Jackson County including Kansas City. Of those 60,297 crashes 2,148 were alcohol related. Of those 2,148 alcohol related crashes 48 were fatalities and 190 were disabling injuries.

Jackson County and Kansas City have consistently experienced a high percentage of drinking-involved crashes. The following shows comparative analysis of where Jackson County and Kansas City, Independence, and Lee's Summit rank as compared to other cities and counties in Missouri.

Drinking-Involved Crashes:
Jackson County - 2nd in the state
Kansas City - 1st in the state
Independence - 4th in the state
Lee's Summit - 8th in the state.

Disabling Injury - Drinking Involved:
Jackson County - 1st in the state
Kansas City - 1st in the state
Independence - 2nd in the state
Lee's Summit - 5th in the state

Fatal Drinking Involved Crashes:
Jackson County - 1st in the state
Kansas City - 1st in the state
Independence - 5th in the state
Lee's Summit - 5th in the state

In 2014 the Jackson County Sheriff's Office made 160 DWI arrest. Jackson County experienced 5 fatalities and 236 injuries that involved a drinking driver.

The top seven crash locations in Jackson County are I-70 and Lee's Summit Rd., 39th St. and Little Blue Parkway, I-435 and Eastwood Trfwy, US-24 and Jennings, US-40 and Fairview, US-50 and RT F, Blue Ridge Ave. and 72nd St.

The high crash days of the week and time of the day are Friday 5pm through Monday morning 6am.

GOALS/OBJECTIVES

Goal: To decrease fatalities involving drivers with .08 BAC or greater to:

- 267 by 2013
- 255 by 2014
- 243 by 2015
- 230 by 2016

Performance Measure:

Number of fatalities involving drivers with .08 BAC or greater

Benchmark:

2012 fatalities involving drivers with .08 BAC or greater = 280

Objectives:

1. Participate in the National Impaired Driving Crackdown campaign
2. Participate in the quarterly impaired driving enforcement campaigns
3. Develop and implement a high visibility DWI enforcement plan involving saturation patrols and/or sobriety checkpoints

Objectives:

1. Targeted Population - All drivers.
2. Enforcement locations - Target roadways STARS data indicates as alcohol related crash site corridors and areas with history of alcohol related incidents, including but not limited to motor vehicle stops resulting in DWI citations. I 70, 35, 435, 470; US Hwy 24, 40, 50, 71; MO Hwy 150, 291, 350, 7, 78 and city streets Noland Rd, 77th, 75th, Main, Prospect, Blue Ridge, et al. The County Deputies have jurisdiction throughout the cities and unincorporated areas and can enforce county ordinances and state laws on all roadways within the boundary of the county.
3. Number of enforcement periods per month - The DWI / TSU works 8 shifts in a 2 week pay period for a total of 16 hours every 2 weeks.
4. Number of officers assigned to each enforcement period - 1 Sgt and 4 Deputies.
5. Days of the week for enforcement periods - weekly rotation will include Thursday and Friday or Saturday and Sunday nights, rotating to assist both midnight patrol squads.
6. Duration of enforcement - 10 hour shifts 6pm to 4am.
7. Months selected for enforcement - this is a full time unit.
8. Provide monthly maintenance on the AS IV and submit to the state.
9. Additional project description narrative:
 - a. Using members of the DWI / TSU to participate in Jackson County Traffic Safety Task Force enforcements Sobriety Checkpoints, Wolf Packs, Saturation Patrols. and other state/federal Campaigns.
 - b. Assisting outside agencies in the JCTS Task Force with using MoDOT issued equipment including Task Force trailer inventory and BAT van.
 - c. Utilizing overtime for the non law-enforcement Traffic Analyst to be compliant in the billing process on a monthly basis.
 - d. Modification to the DWI / TSU scheduling to accommodate special needs of the Sheriff's office at the discretion of the Traffic Supervisor, Patrol Captain and the Sheriff.
 - e. To participate in continuing education opportunities to enhance job performance skills and officer safety.
 - f. Educational projects - Deputies are made available to make presentations to area public and private organizations, i.e. Neighborhood Watch, area schools.

PROJECT DESCRIPTION

Project Description information will be captured in the supplemental section.

A handwritten signature in black ink, appearing to be 'ZL' or similar, located in the bottom right corner of the page.

SUPPLEMENTAL INFORMATION

Question	Answer
1 Does your agency have an internal safety belt policy for all personnel?	Yes
2 Does your agency report racial profiling data annually?	Yes
3 Does your agency report to STARS?	Yes
4 Does your agency report UCR information annually?	Yes
5 Has 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
6 Please explain any NO answer(s) to questions 1-4:	
7 Total number of DWI violations written.	160
8 Total number of speeding violations written.	3867
9 Total number of HVM violations written.	1892
10 Total number of child safety/booster seat violations written.	59
11 Total number of safety belt violations written.	347
12 Total number of sobriety checkpoints hosted.	0
13 Total number of traffic crashes.	60297
14 Total number of traffic crashes resulting in a fatality.	206
15 Total number of traffic crashes resulting in a serious injury.	1608
16 Total number of speed-related traffic crashes.	8428
17 Total number of speed-related traffic crashes resulting in a fatality.	83
18 Total number of speed-related traffic crashes resulting in a serious injury.	428
19 Total number of alcohol-related traffic crashes.	2148
20 Total number of alcohol-related traffic crashes resulting in a fatality.	48

21	Total number of alcohol-related traffic crashes resulting in a serious injury.	190
22	Total number of unbuckled fatalities.	86
23	Total number of unbuckled serious injuries.	330

24	Total number of commissioned law enforcement officers.	99
25	Total number of commissioned patrol and traffic officers.	31
26	Total number of commissioned law enforcement officers available for overtime enforcement.	90
27	Total number of vehicles available for enforcement.	56
28	Total number of radars/lasers.	20
29	Total number of in-car video cameras.	30
30	Total number of PBT's.	15
31	Total number of Breathalyzers.	4

32 Identify the primary enforcement locations.

I-70, I-35, I-435, I-470; US Hwy 24, US-40, US-50, Us-71; MO Hwy 150, MO-291, MO-350, MO-7, MO-78 and city streets Noland Rd., Little Blue Pkwy (Independence) Prospect, Blue Ridge, 77th, 75th, Troost, (Kansas City) Woods Chapel Rd. (Lee's Summit) County roadways including AA, BB state Highways. Pink Hill Rd.

33 Enter the months in which enforcement will be conducted.

12 months - This is a full time DWI / Traffic Safety Unit and conduct enforcement January - December.

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

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

Sunday - Saturday. This is a full time DWI / Traffic Safety Unit and conduct enforcement on a rotating schedule. If unit work includes a Friday night then the next weekend the Unit will be scheduled to work Saturday and Sunday night . All five members work the same shift hours/days (pending any approved schedule changes for personal reasons or special enforcement initiatives)

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

1800 - 0400 Ten hour shifts - pending any approved schedule changes for special assignments,

37	Enter the number of officers assigned during the enforcement period.	5
----	--	---

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

N/A

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

Evaluation results will be used to determine:

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

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

ADDITIONAL FUNDING SOURCES

HMV Enforcement \$25,000.01 #15-PT-02-039 Oct. 1, 2014-Sept 30, 2015
DWI Wolf Pack \$40,000.45 #15-154-AL-042 Oct. 1, 2014-Sept 30, 2015
DWI/Traffic Safety Unit Salary \$160,255.22 #15-154-AL-041 Oct. 1, 2014-Sept 30, 2015
Sobriety Ckpt \$50,000.21 #15-154-AL-040 Oct. 1, 2014-Sept 30, 2015
Deputy Sheriff Salary Supplementation Fund #2015-DSSSF-042 July 1, 2014 - June 30, 2015
HIDTA #G14MW0003A Jan 1, 2014 - Dec. 31, 2015
MoDOT Work Zone \$15,000.00 #CWZEA51Z July 1, 2014 - Dec. 31, 2015
KC Gang Task Force MOU (no amount given) ongoing
HIDTA #G14MW0003A Jan 1, 2014 - Dec. 31, 2015
DWI Traffic Equip. and Supplies 15-154-AL-052 Oct. 1, 2014-Sept 30, 2015
National Bioterrorism Hospital Preparedness Program ASPR FY 2013M 77110
Homeland Security Grant Program (no other information available)



BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Salary and Fringe	Uniform allowance \$100 per Deputy per month = \$6,000.00 Insurance (county responsibility) \$575.00 per Deputy per month = \$76,187.50 Pension 14.4% on salary and Holiday OT = \$33,662.36 FICA 7.65% on salary and Holiday OT = \$17,883.13 Hourly wage average for deputies \$19.38 Hourly wage for Sgt. \$26.84 Including 8 of the 11 County holiday at 1 1/2 pay for 80 hrs.	1.00	\$367,499.39	\$367,499.39	\$183,749.69	\$183,749.70
	Overtime and Fringe	Traffic Analyst 4 hours monthly OT for billing reimbursement preparation and submission to maintain compliance with timely billing process. Projected Hourly Overtime + FICA \$22.27 + \$1.70 = \$23.97	48.00	\$23.97	\$1,150.56	\$0.00	\$1,150.56
					\$368,649.95	\$183,749.69	\$184,900.26
Total Contract					\$368,649.95	\$183,749.69	\$184,900.26

ATTACHMENTS

Document Type
WORD

Description
County Authorization Form

Original File Name
4191_001.pdf

Date Added
03/02/2015

A handwritten signature in black ink, appearing to be 'J. Bell', is located in the bottom right corner of the page.



Traffic and Highway Safety Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

COUNTY AUTHORIZATION

On Mar 2, 2015 the County Administration of Jackson
County discussed participation in Missouri's Highway Safety Program.

It is agreed the County should participate in Missouri's Highway Safety Program.
It is further agreed the County Sheriff will investigate the possibilities of attaining
financial assistance from the Highway Safety Division.

When funding from the Highway Safety Division is no longer available, the local
government entity agrees to make a dedicated attempt to continue support for
this traffic safety effort.

Michael D. Sanders

Authorizing Official

A handwritten signature in black ink, appearing to read "MDS", followed by a long horizontal flourish.

Signature of Authorizing Official

County Executive

Title of Authorizing Official

APPROVED AS TO FORM

A handwritten signature in black ink, appearing to read "John D. Henderson", written over a horizontal line.

County Counselor

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 4783

Sponsor(s): Alfred Jordan

Date: October 12, 2015

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Jackson County Sheriff's Office DWI Unit Salary Grant. An ordinance to appropriate \$184,900.26 from the Undesignated Fund Balance and \$183,749.69 from the Sheriff's Office Grant Matching Fund and to authorize the County Executive to execute an agreement with the Missouri Traffic and Highway Safety Division, in acceptance of a grant awarded by the Missouri Department of Transportation to the Sheriff's Office.</p>																																
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$368,649.95</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$368,649.95</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr> <tr> <td>Source of funding (name of fund) and account code number; FROM</td><td>FROM ACCT</td></tr> <tr> <td>Grant Fund – 010; Undesignated Fund Balance – 2810</td><td>\$184,900.26</td></tr> <tr> <td>Grant Matching Fund 004-4201-56798</td><td>\$183,749.69</td></tr> <tr> <td></td><td>TO ACCT</td></tr> <tr> <td>TO: Grant Fund – 010 DWI Unit Salary – 4299</td><td></td></tr> <tr> <td>Salary - 55010</td><td>\$221,947.83</td></tr> <tr> <td>Overtime (holidays only) – 55030</td><td>\$ 11,818.40</td></tr> <tr> <td>Overtime (billing only) - 55030</td><td>\$ 1,068.96</td></tr> <tr> <td>FICA – 55040</td><td>\$ 17,964.90</td></tr> <tr> <td>Pension – 55050</td><td>\$ 33,816.24</td></tr> <tr> <td>Health Insurance – 55060</td><td>\$ 76,033.62</td></tr> <tr> <td>Uniform Allowance - 57190</td><td>\$ 6,000.00</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): \$320,510.44 Prior Year Actual Amount Spent: \$191,476.40 (continues to be used/billed through September 30, 2015)</p>	Amount authorized by this legislation this fiscal year:	\$368,649.95	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$368,649.95	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM	FROM ACCT	Grant Fund – 010; Undesignated Fund Balance – 2810	\$184,900.26	Grant Matching Fund 004-4201-56798	\$183,749.69		TO ACCT	TO: Grant Fund – 010 DWI Unit Salary – 4299		Salary - 55010	\$221,947.83	Overtime (holidays only) – 55030	\$ 11,818.40	Overtime (billing only) - 55030	\$ 1,068.96	FICA – 55040	\$ 17,964.90	Pension – 55050	\$ 33,816.24	Health Insurance – 55060	\$ 76,033.62	Uniform Allowance - 57190	\$ 6,000.00
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PRIOR LEGISLATION	<p>Prior ordinances and (date): <u>Ordinance # 4662</u> - September 23, 2014 Prior resolutions and (date): Resolution #18883 – July 6, 2015</p>																																
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Beverly Smith, Traffic Analyst (816)541-8017 ext.72240</p>																																
REQUEST SUMMARY	<p>Accept and appropriate \$184,900.26 from the Undesignated Fund Balance and \$183,749.69 from the Sheriff's Office Grant Matching Fund for the Jackson County Sheriff's DWI Unit Salary Project #16-154-AL-097 and to authorize the County Executive to execute an agreement with the Traffic and Highway Safety Division of the Missouri Department of Transportation.</p>																																

	<p>The grant is awarded in the amount of \$184,900.26 and requires \$183,749.69 in Matching Local Funds.</p> <p>The term of the grant is October 1, 2015 through September 30, 2016.</p> <p>There continues to be a need to provide the county with this DWI Enforcement Unit in an effort to decrease the number of injuries and fatalities due to the Impaired Driver. To maintain this DWI dedicated Unit of one (1) Sgt and four (4) Deputies funds were requested to sustain the salary and fringe.</p> <p>Please appropriate \$368,649.95 as follows:</p> <table> <tr> <td>Salary – 55010</td><td>\$221,947.83</td></tr> <tr> <td>Overtime (holiday) – 55030</td><td>11,818.40</td></tr> <tr> <td>Overtime (billing) - 55030</td><td>1,068.96</td></tr> <tr> <td>FICA– 55040</td><td>17,964.90</td></tr> <tr> <td>Pension – 55050</td><td>33,816.24</td></tr> <tr> <td>Health Insurance – 55060</td><td>76,033.62</td></tr> <tr> <td>Uniform Allowance – 57190</td><td><u>6,000.00</u></td></tr> <tr> <td>Total</td><td>\$368,649.95</td></tr> </table>		Salary – 55010	\$221,947.83	Overtime (holiday) – 55030	11,818.40	Overtime (billing) - 55030	1,068.96	FICA– 55040	17,964.90	Pension – 55050	33,816.24	Health Insurance – 55060	76,033.62	Uniform Allowance – 57190	<u>6,000.00</u>	Total	\$368,649.95
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CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)																	
ATTACHMENTS	Three (3) original DWI Unit Salary contracts project #16-154-AL-097 and one (1) copy of accompanying announcement letter.																	
REVIEW	Department Director:	Date:																
	Finance (Budget Approval): <i>If applicable</i>	Date:																
	Division Manager:	Date:																
	County Counselor's Office:	Date:																

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

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

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Grant Fund – Undesignated Fund	
	Balance	\$184,900.26
004-4201-56798	Grant Matching Fund	\$183,749.69

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

	<p>The grant is awarded in the amount of \$184,900.26 and requires \$183,749.69 in Matching Local Funds.</p> <p>The term of the grant is October 1, 2015 through September 30, 2016.</p> <p>There continues to be a need to provide the county with this DWI Enforcement Unit in an effort to decrease the number of injuries and fatalities due to the Impaired Driver. To maintain this DWI dedicated Unit of one (1) Sgt and four (4) Deputies funds were requested to sustain the salary and fringe.</p> <p>Please appropriate \$368,649.95 as follows:</p> <table> <tr> <td>Salary – 55010</td><td>\$221,947.83</td></tr> <tr> <td>Overtime (holiday) – 55030</td><td>11,818.40</td></tr> <tr> <td>Overtime (billing) - 55030</td><td>1,068.96</td></tr> <tr> <td>FICA– 55040</td><td>17,964.90</td></tr> <tr> <td>Pension – 55050</td><td>33,816.24</td></tr> <tr> <td>Health Insurance – 55060</td><td>76,033.62</td></tr> <tr> <td>Uniform Allowance – 57190</td><td><u>6,000.00</u></td></tr> <tr> <td>Total</td><td>\$368,649.95</td></tr> </table>	Salary – 55010	\$221,947.83	Overtime (holiday) – 55030	11,818.40	Overtime (billing) - 55030	1,068.96	FICA– 55040	17,964.90	Pension – 55050	33,816.24	Health Insurance – 55060	76,033.62	Uniform Allowance – 57190	<u>6,000.00</u>	Total	\$368,649.95
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CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)																
ATTACHMENTS	Three (3) original DWI Unit Salary contracts project #16-154-AL-097 and one (1) copy of accompanying announcement letter.																
REVIEW	<table> <tr> <td>Department Director:</td><td>Date: 8/8/2015</td></tr> <tr> <td>Finance (Budget Approval): If applicable</td><td>Date: 7 Oct 2015</td></tr> <tr> <td>Division Manager:</td><td>Date: 10/8/15</td></tr> <tr> <td>County Counselor's Office:</td><td>Date:</td></tr> </table>	Department Director:	Date: 8/8/2015	Finance (Budget Approval): If applicable	Date: 7 Oct 2015	Division Manager:	Date: 10/8/15	County Counselor's Office:	Date:								
Department Director:	Date: 8/8/2015																
Finance (Budget Approval): If applicable	Date: 7 Oct 2015																
Division Manager:	Date: 10/8/15																
County Counselor's Office:	Date:																

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

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

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Grant Fund – Undesignated Fund	
	Balance	\$184,900.26
004-4201-56798	Grant Matching Fund	\$183,749.69


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

Supplemental Appropriation Request Jackson County, Missouri

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

Date: September 30, 2015

ORD # 4783

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
Grant Fund - 010			
4299-DWI Overtime Enforcement	45731 - Increase Revenues	184,900	
2810	Undesignated Fund Balance		184,900
2810	Undesignated Fund Balance	184,900	
4299-DWI Overtime Enforcement	56798-Grant Match	183,750	
4299-DWI Overtime Enforcement	55010-Salary		221,948
4299-DWI Overtime Enforcement	55030-Overtime (Holidays)		11,818
4299-DWI Overtime Enforcement	55030-Overtime (Billing)		1,069
4299-DWI Overtime Enforcement	55040-FICA		17,965
4299-DWI Overtime Enforcement	55050-Pension		33,816
4299-DWI Overtime Enforcement	55060-Health Insurance		76,034
4299-DWI Overtime Enforcement	57190-Uniform Allowance		6,000
			
Budgeting		368,650	368,650

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$15,000.00 from the undesignated fund balance of the 2015 Grant Fund and authorizing the County Executive to execute a contract with the Traffic and Highway Safety Division of the Missouri Department of Transportation, in acceptance of the Jackson County Sheriff's Office Seat Belt Enforcement Grant.

ORDINANCE NO. 4784, October 12, 2015

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Sheriff's Office has been awarded a grant in the amount of \$15,000.00 by the Traffic and Highway Safety Division of the Missouri Department of Transportation in furtherance of the Seat Belt Enforcement Grant for the period October 1, 2015, through September 30, 2016; and,

WHEREAS, the Sheriff recommends the use of funds for reimbursement of overtime used for the campaign, promoting the use of child restraints and safety belts with young drivers and parents in the areas of schools and day care centers throughout the County, pursuant to the attached contract with the Traffic and Highway Safety 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 appropriation from the undesignated fund balance of the 2015 Grant Fund be and hereby is made:


<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund Seat Belt Enforcement			
010-4237	45793 - Increase Revenues	\$15,000	
010-2810	Undesignated Fund Balance		\$15,000
010-2810	Undesignated Fund Balance	\$15,000	
010-4237	55030 - Overtime		\$ 13,935
010-4237	55040 - FICA		\$ 1,066

and,

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

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. 4784 introduced on October 12, 2015, was duly passed on _____, 2015 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. 4784.

Date

Michael D. Sanders, County Executive

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

ACCOUNT NUMBER: 010 2810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$15,000.00


Date


Director of Finance and Purchasing



Traffic and Highway Safety

Missouri Department of Transportation

830 MoDOT Drive
P.O. Box 270
Jefferson City, MO 65102
573-751-4161
1-800-800-2358
Fax: 573-634-5977

August 11, 2015

Sheriff Mike Sharp
Jackson County Sheriff's Office
4001 NE Lakewood Court
Lee's Summit, MO 64064-1703

Dear Sheriff Sharp:

Enclosed is a contract between the Traffic and Highway Safety Division and the Jackson County Sheriff's Office for a Seat Belt Enforcement and Education project.

The project obligates \$15,000.00 in federal funds for the period October 01, 2015 through September 30, 2016. All expenditures should be claimed against project #16-M2OP-05-012.

Please review this contract carefully for any discrepancies or questions. If acceptable, have the appropriate individuals sign the Contract Cover Page and have the Project Director **initial at the bottom of each page** to indicate that he/she has reviewed the contract. The Authorizing Official and Project Director signatures on the contract must be signed by two separate individuals. After signing, please return all pages of the contract to the Traffic and Highway Safety Division.

This contract does not become effective until the Highway Safety Director has approved and signed it. No costs can be incurred by your agency prior to the Director's approval. Once the Director approves the contract, a fully executed copy will be returned to your agency.

If you have any questions concerning the project activity or reimbursement procedures, please contact Marcus Holmes, Intermediate System Management Specialist at 573-751-5408. We look forward to working with you and your staff.

Sincerely,

Bill Whitfield
Highway Safety Director

Enclosure



CONTRACT**Ord. 4784**

Form HS-1

Revision Reason: Wording

Version: 2

05/15/2015

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

Project Title: Seat Belt Enforcement and Education
Project Number: 16-M2OP-05-012
Project Category: 405b Low OP Information System
Program Area: Occupant Protection

Funding Source: 405b / 20.616**Type of Project:** Initial**Started:** 10/01/2015**Federal Funds Benefiting****State:****Local:** \$15,000.00**Total:** \$15,000.00**Source of Funds****Federal:** \$15,000.00**State:****Local:** \$0.00**Total:** \$15,000.00**Name of Grantee**

Jackson County Sheriff's Office

Grantee County

Jackson

Grantee Address

4001 NE Lakewood Court

Lee's Summit, MO 64064-1703

Telephone

816-524-4302

Fax

816-795-1969

Contract Period**Effective:** 10/01/2015**Through:** 09/30/2016**Prepared By**

Holmes, Marcus

Authorizing Official**Date****Project Director****Date****Highway Safety Director****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 \$15,000.00**; 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 GRANTEE AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

I. RELATIONSHIP: The relationship of the Grantee to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Grantee 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 Grantee.

II. EQUIPMENT

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

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

B. DISPOSITION: The Grantee 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. Grantee 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 grantee's previous twelve months authorized strength.

III. FISCAL RESPONSIBILITY

A. MAINTENANCE OF RECORDS: The Grantee agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Grantee further agrees that the Missouri Department of Transportation (MoDOT) Traffic and Highway Safety (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 Grantee pertaining to this contract and further agrees to maintain such books and records for three years after the date of final project disposition.

B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE: The MHTC agrees to reimburse the Grantee 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 Grantee, 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 contracting official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Final payment is contingent upon receipt of final voucher. **AUDITS:** Grantee will be responsible for the required supporting documentation no later than 30 days after the end of the contract period.

C. ACCOUNTING: The Grantee 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 Grantee must document the following: (1) Receipt of federal funds, (2) date and amount paid to officers, (3) officer'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: If the Grantee expends five hundred thousand dollars (\$500,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. 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. Subject to the requirements of OMB Circular A-133, if the Grantee expends less than five hundred thousand dollars (\$500,000) a year, the Grantee may be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities. 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.

IV. TERMINATION: If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Grantee 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 Grantee 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 Grantee or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Grantee or its subcontractor under the provisions of this contract. The Grantee 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.

V. STATUTORY REQUIREMENTS

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

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. Statewide Traffic Accident Records System (STARS) 43.250 RSMo--Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
4. Uniform Crime Reporting RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
5. Racial Profiling RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year.

CONTRACT CONDITIONS - PAGE 3

B. US DOT AND OMB REGULATIONS: The United States Department of Transportation's (US DOT) common grant rules at 2 CFR Part 1201, adopted the Office of Management and Budget's (OMB) revised Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200 with DOT-specific deviations. The regulations at 2 CFR Parts 200 and 1201 supersede requirements from 23 CFR Parts 18 and 19 and OMB Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122, and A-133, beginning with the federal fiscal year 2016 highway safety grants. The Grantee shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015. Further guidance on these new regulations will be provided by MHTC when it becomes available. If US DOT guidance necessitates significant changes in this contract, MHTC and Grantee will enter into a contract amendment to ensure all parties are in compliance with the new regulations contained in 2 CFR Part 200 and 1201.

VI. 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 Traffic and Highway Safety funding supported this effort. Examples may include, but are not limited to print materials; incentive items; 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.

VII. INDEMNIFICATION: Option 1 below only applies to Cities, Counties and political subdivisions 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 Grantee 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 Grantee's wrongful or negligent performance of its obligations under this Agreement.

B. The Grantee will require any contractor procured by the Grantee 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 Grantee 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 Grantee's performance of its obligations under this Agreement.

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

IX. MHTC REPRESENTATIVE: The MoDOT Traffic and Highway Safety 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.

X. ASSIGNMENT: The Grantee shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

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

XII. 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.

XIII. 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.

XIV. NONSEGREGATED FACILITIES

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

XV. FUNDING ORIGINATION AND AUDIT INFORMATION

The National Highway Traffic Safety Administration (NHTSA) funds the following program areas:

Section	CFDA#	Program Title
402	20.600	State and Community Highway Safety Programs
410	20.601	Alcohol-Impaired Driving Countermeasures Incentive Grants I
154	20.607	Alcohol Open Container Requirements
164	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated
408	20.610	State Traffic Safety Information System Improvement Grants
1906	20.611	Incentive Grant Program to Prohibit Racial Profiling
2010	20.612	Incentive Grant Program to Increase Motorcyclist Safety
2011	20.613	Child Safety and Child Booster Seats Incentive Grant

405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs

XVI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) The State will comply with FFATA guidance, *OMB Guidance on FFATA Subward and Executive Compensation Reporting*, August 27, 2010, (https://www.fsr.gov/documents/OMB_Guidance_on_FFATA_Subward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSR.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 number (where applicable), program source;
- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. A unique identifier (DUNS);
- F. The names and total compensation of the five most highly compensated officers of the entity if:
 - 1. The entity in the preceding fiscal year received-
 - a. 80 percent or more of its annual gross revenues in Federal awards;
 - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
 - 2. The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

XVII. 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. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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

The State will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee'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 grantee'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-
 - 1. Abide by the terms of the statement.
 - 2. 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 (d)(2) 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 (d)(2), with respect to any employee who is so convicted-
 - 1. Taking appropriate personnel action against such an employee, up to and including termination.
 - 2. 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.

XIX. BUY AMERICA ACT

(applies to subrecipients as well as States)

The State will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases 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. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

XX. 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.

XXI. 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:

1. 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.
2. 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.
3. 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 With Federal Register /Vol. 78, No. 15 /Wednesday, January 23, 2013 /Rules and Regulations 5027 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.

XXII. 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.

XXIII. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. 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.
3. 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.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "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.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. 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.

CONTRACT CONDITIONS - PAGE 6

10. Except for transactions authorized under paragraph 6 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 this transaction for cause or default. *Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions*

a. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(ii) 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;

(iii) 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

(iv) 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.

b. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. 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.

3. The prospective lower tier participant shall provide immediate written notice to the person to which 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.

4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. 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.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause with 5028 Federal Register / Vol. 78, No. 15 / Wednesday, January 23, 2013 / Rules and Regulations "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. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. 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.

9. Except for transactions authorized under paragraph 5 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 and/or debarment.

XXIV. 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.

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING:

Agencies 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 at least 30 days prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda or syllabus. Any changes to the course schedule must have prior approval from the MHTC.

B. Evaluation will be a 2-step process to include:

1. Student Evaluation of the training

a. 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.

b. The evaluation form must be developed by the grantee and approved by the MHTC prior to use.

2. Instructor evaluation of the students' comprehension and understanding of the material presented.

CONTRACT CONDITIONS - PAGE 7

C. The grantee must provide a sign-up sheet for every class-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. Name of attendees
4. Signature of attendees
5. Business address, telephone number and/or email address of each attendee

D. Every effort should be made to enroll a minimum of fifteen (15) students per class.

E. Copies of the student evaluations, instructor evaluations, number of students enrolled/number of students attending, and participant sign-up sheets must be submitted to MHTC not later than thirty (30) days after the training has been conducted.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY:

A. PROBLEM IDENTIFICATION

Agency 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 agency 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 and encouraged 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. Agency should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report Form*.
5. Agency is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Traffic and Highway Safety Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, impaired driving campaign, youth seat belt enforcement campaign, quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: www.modot.mo.gov/safety.
6. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.
7. The Grantee 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 Grantee will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

C. PARTNERSHIPS

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

D. ALLOWABLE COSTS

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

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

E. DRUNK DRIVING ENFORCEMENT PROJECTS

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

F. SOBRIETY CHECKPOINTS

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

PROBLEM IDENTIFICATION

Traffic crashes are the leading cause of death in the United States. It is well recognized that one of the best means of defense in a crash is to be protected by a safety belt or a child safety seat. Increasing safety belt use has tremendous potential for saving lives, preventing injuries, and reducing the economic costs associated with traffic crashes.

For many years, motor vehicle manufacturers have been required to install safety belts in their vehicles, so the vast majority of vehicles on the roads today have these types of safety devices installed. The overwhelming percentage of people killed on Missouri roads or seriously injured in 2011-2013, in all probability, had a safety belt available for use (except for pedestrians, bicyclist, and motorcyclist):

- 2,369 killed - 76.5% had a safety belt available;
- 16,088 seriously injured - 79.1% had a safety belt available.

A substantial number of occupants killed in 2011-2013 Missouri traffic crashes were not wearing safety belts compared to those injured and not injured. In fatal crashes where safety belt usage was known, 68.3% of the people who died were not buckled up. Of those seriously injured, 37.2% were not belted. Conversely, of those not injured, 690,250 were wearing a safety belt.

Safety belt use dramatically reduces a person's chance of being killed or seriously injured in a traffic crash. Of the drivers involved in 2011-2013 crashes, 1 in 2 was injured when they failed to wear their safety belt, however, when they were wearing a safety belt, their chances of being injured in the crash were 1 in 8. When examining driver deaths, the differences are much more significant. Drivers had a 1 in 29.5 chance of being killed if they were not wearing a safety belt; but that chance dropped dramatically to only 1 in 1,391 if the driver was wearing a safety belt.

The possibility of death and serious injury dramatically increases in cases where the person is ejected from the vehicle at the time of the crash. One of the benefits of being belted is it increases the probability of the person staying in the vehicle and being protected by the vehicle passenger compartment. In known cases of those occupants killed who were totally ejected from the vehicle, 96.3% were not wearing safety belts and of those partially ejected, 92.2% were not belted. Of the occupants killed who were not ejected from their vehicles, 53.6% failed to wear their safety belts. During FY2011-2013 there were 60,297 crashes reported by law enforcement agencies in Jackson County. Of the 60,297 crashes 86 fatalities involved individuals that were unbuckled and 330 with disabling injuries that were unbuckled at the time of the crash.

Jackson County consistently has a high percentage of unbuckled fatalities and disabling injury crashes. As of 2013 Kansas City, Grandview, Independence and Sugar Creek have primary seat belt ordinances.

The following shows comparative analysis of where Jackson County, Kansas City, Independence, Lee's Summit and Grandview rank as compared to other counties and cities in Missouri for unbuckled fatalities and disabling injuries.

Unbuckled crashes:

Jackson County - 1st in the state
Kansas City - 1st in the state
Independence - 4th in the state
Lee's Summit - 12th in the state
Grandview - 28th in the state

Unbuckled Fatalities:

Jackson County - 1st in the state
Kansas City - 1st in the state
Independence - 5th in the state
Lee's Summit - 8th in the state
Grandview - 10th in the state

Unbuckled Disabling Injuries:

Jackson County - 1st in the state
Kansas City - 1st in the state
Independence - 2nd in the state
Lee's Summit - 7th in the state
Grandview - 16th in the state
Independence - 4th in the state

The top five crash locations in Jackson County are US 40 Hwy and Mo 291 Hwy, US 50 and Todd George, Noland and 35th St., AA Hwy and Buckner Tarsney, 71 Hwy and Gregory. The high crash days of the week and time of day are Thursday through Monday 11:30 am to 7 pm.

A handwritten signature in blue ink, appearing to be "Bill", is located in the upper right corner of the page. The signature is written in a cursive, stylized font.

GOALS/OBJECTIVES

Goal #1: To increase statewide safety belt usage by 1 percent annually to:

- 81% by 2014
- 82% by 2015
- 83% by 2016

Performance Measure:

Statewide percent observed belt use for passenger vehicles (front seat outboard occupants)

Benchmark:

2013 statewide safety belt usage rate = 80%

Goal #2:

To reduce unrestrained passenger vehicle occupant fatalities to:

- 379 by 2013
- 361 by 2014
- 344 by 2015
- 326 by 2016

Performance Measure:

Number of unrestrained passenger vehicle occupant fatalities

Benchmark:

2013 unrestrained passenger vehicle occupant fatalities = 334

Goal #3:

To increase teen safety belt usage by 1 percent usage annually to:

- 68% by 2014
- 69% by 2015
- 70% by 2016

Performance Measure:

Percent observed belt use for teen front seat outboard occupants

Benchmark:

2013 teen safety belt usage rate = 67%

Objectives:

1. Participate in the National "Click It or Ticket" campaign
2. Participate in the quarterly occupant protection enforcement campaigns
3. Develop and implement an enforcement plan that will focus on non use of occupant protection devices as required by State statute or local ordinance.

Objectives:

1. Targeted population - all drivers.
2. Targeted Enforcement locations - Including but not limited to Interstate - 70, 470, and 71; US Highways 24, 40, 50; State Highways 7, 291 78, 50, 350, AA, BB; and city streets: 39th St, Lee Summit Rd. in Independence area, 47th, 75th St., Troost, Main St.. in Kansas City; Blue Ridge Blvd, Blue Pkwy, Adams Dairy, Little Blue Pkwy., The county has jurisdiction throughout the cities and unincorporated areas and can enforce county ordinances and state laws on all roadways within the boundary of the county.
3. Number of Officers assigned to each enforcement period - 6
4. Days of the week selected - Thursday, Friday, Saturday, Sunday and Monday, with the discretion of activity planned by the DWI / Traffic Safety Unit Supervisor.
5. Duration of Enforcement - 8 hours depending on the enforcement activity planned by the DWI / TSU Supervisor.
6. Months selected for enforcement periods. January - December.
7. Equipment, promotional or supply items requested - none.
8. Number of non-law enforcement personnel per enforcement activity - 3 dedicated civilians
9. Additional projects description narrative:
 - a. Educational projects - deputies and non law enforcement personnel are made available to make presentations to the

Junior Deputy Program, at area schools, Citizen Police Academies, Neighborhood Watch, private corporations, Public Service, etc

b. Setup educational presentations at local school activities by law enforcement and non law enforcement personnel, to promote seat belt use, including available handouts and incentive items.

A handwritten signature in blue ink, appearing to be "J. Smith", is located in the upper right corner of the page. The signature is written in a cursive style with a long horizontal line extending to the left.

PROJECT DESCRIPTION

Project Description information will be captured in the supplemental section.

A handwritten signature in blue ink, appearing to be 'R. L. C.', is written over the horizontal line and extends into the main body of the page.

SUPPLEMENTAL INFORMATION

Question	Answer
You must answer the following questions.	
1 Does your agency have an internal safety belt policy for all personnel?	Yes
2 Does your agency report racial profiling data annually?	Yes
3 Does your agency report to STARS?	Yes
4 Does your agency report UCR information annually?	Yes
5 Has 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
6 Please explain any NO answer(s) to questions 1-4:	
Please use the most current 12-months of data available for answering questions 7-12.	
7 Total number of DWI violations written.	160
8 Total number of speeding violations written.	3867
9 Total number of HMT violations written.	1892
10 Total number of child safety/booster seat violations written.	59
11 Total number of safety belt violations written.	347
12 Total number of sobriety checkpoints hosted.	0
Use the most current three years crash data for questions 13-23.	
13 Total number of traffic crashes.	60,297
14 Total number of traffic crashes resulting in a fatality.	206
15 Total number of traffic crashes resulting in a serious injury.	1608
16 Total number of speed-related traffic crashes.	8,428
17 Total number of speed-related traffic crashes resulting in a fatality.	83
18 Total number of speed-related traffic crashes resulting in a serious injury.	428
19 Total number of alcohol-related traffic crashes.	2,148
20 Total number of alcohol-related traffic crashes resulting in a fatality.	48



21	Total number of alcohol-related traffic crashes resulting in a serious injury.	190
22	Total number of unbuckled fatalities.	86
23	Total number of unbuckled serious injuries.	330

Enter your agency's information below.

24	Total number of commissioned law enforcement officers.	99
25	Total number of commissioned patrol and traffic officers.	31
26	Total number of commissioned law enforcement officers available for overtime enforcement.	90
27	Total number of vehicles available for enforcement.	56
28	Total number of radars/lasers.	20
29	Total number of in-car video cameras.	30
30	Total number of PBT's.	15
31	Total number of Breathalyzers.	4

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.

32 Identify the primary enforcement locations.

I-70, I-470, I-49; US-24, US-40; MO-AA, MO-BB, MO-7, MO-50, MO-150. 39th st, Lee's Summit Rd, Noland, Little Blue Pkwy

33 Enter the months in which enforcement will be conducted.

January - December

34 Enter the number of enforcement periods your agency will conduct each month. 3

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

Thursday - Monday

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

1100 am - 0300 am

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

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

N/A

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

Evaluation results will be used to determine:

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

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

ADDITIONAL FUNDING SOURCES

HMV Enforcement \$25,000.01 #15-PT-02-039 Oct. 1, 2014-Sept 30, 2015
DWI Wolf Pack \$40,000.45 #15-154-AL-042 Oct. 1, 2014-Sept 30, 2015
DWI/Traffic Safety Unit Salary \$160,255.22 #15-154-AL-041 Oct. 1, 2014-Sept 30, 2015
Sobriety Ckpt \$50,000.21 #15-154-AL-040 Oct. 1, 2014-Sept 30, 2015
Deputy Sheriff Salary Supplementation Fund #2015-DSSSF-042 July 1, 2014 - June 30, 2015
HIDTA #G14MW0003A Jan 1, 2014 - Dec. 31, 2015
MoDOT Work Zone \$15,000.00 #CWZEA51Z July 1, 2014 - Dec. 31, 2015
KC Gang Task Force MOU (no amount given) ongoing
HIDTA #G14MW0003A Jan 1, 2014 - Dec. 31, 2015
DWI Traffic Equip. and Supplies 15-154-AL-052 Oct. 1, 2014-Sept 30, 2015
National Bioterrorism Hospital Preparedness Program ASPR FY 2013M 77110
Homeland Security Grant Program (no other information available)



BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and Fringe	3 enforcements per month with 6 officers at 8 hours = 1728 Average overtime salary for law enforcement personnel \$35.00 + FICA = \$37.67	1.00	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00
	Overtime and Fringe	1 activity per month for 3 civilians for 8 hrs = 288 Average non law enforcement personnel overtime \$26.00 + FICA = \$27.98	1.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
					\$15,000.00	\$0.00	\$15,000.00
Total Contract					\$15,000.00	\$0.00	\$15,000.00

ATTACHMENTS

Document Type
WORD

Description
County Authorization Form

Original File Name
4191_001.pdf

Date Added
03/02/2015





Traffic and Highway Safety Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

COUNTY AUTHORIZATION

On Mar 2, 2015 the County Administration of Jackson
County discussed participation in Missouri's Highway Safety Program.

It is agreed the County should participate in Missouri's Highway Safety Program.
It is further agreed the County Sheriff will investigate the possibilities of attaining
financial assistance from the Highway Safety Division.

When funding from the Highway Safety Division is no longer available, the local
government entity agrees to make a dedicated attempt to continue support for
this traffic safety effort.

Michael D. Sanders

Authorizing Official

A handwritten signature in black ink, appearing to read "MDS", followed by a long horizontal flourish.

Signature of Authorizing Official

County Executive

Title of Authorizing Official

APPROVED AS TO FORM

A handwritten signature in black ink, appearing to read "John D. H. Sanders", written over a horizontal line.

County Counselor

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~ Ord No.: 4784

Sponsor(s): Alfred Jordan

Date: October 12, 2015

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Jackson County Sheriff's Office Seat Belt Overtime Enforcement and Education Grant. An ordinance to appropriate \$15,000.00 from the Undesignated Fund Balance and to authorize the County Executive to execute an agreement with the Missouri Traffic and Highway Safety Division, in acceptance of a grant awarded by the Missouri Department of Transportation to the Sheriff's Office.</p>																	
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"><tr><td>Amount authorized by this legislation this fiscal year:</td><td>\$15,000.00</td></tr><tr><td>Amount previously authorized this fiscal year:</td><td>\$</td></tr><tr><td>Total amount authorized after this legislative action:</td><td>\$15,000.00</td></tr><tr><td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr><tr><td>Source of funding (name of fund) and account code number; FROM Grant Fund - 010; Undesignated Fund Balance - 2810</td><td>FROM ACCT \$15,000.00</td></tr><tr><td>TO: Grant Fund - 010 Seat Belt - 4237</td><td>TO ACCT \$13,934.50</td></tr><tr><td>Overtime - 55030</td><td>\$ 1,065.50</td></tr><tr><td>FICA - 55040</td><td></td></tr></table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent:</p>		Amount authorized by this legislation this fiscal year:	\$15,000.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$15,000.00	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM Grant Fund - 010; Undesignated Fund Balance - 2810	FROM ACCT \$15,000.00	TO: Grant Fund - 010 Seat Belt - 4237	TO ACCT \$13,934.50	Overtime - 55030	\$ 1,065.50	FICA - 55040	
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Amount previously authorized this fiscal year:	\$																	
Total amount authorized after this legislative action:	\$15,000.00																	
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TO: Grant Fund - 010 Seat Belt - 4237	TO ACCT \$13,934.50																	
Overtime - 55030	\$ 1,065.50																	
FICA - 55040																		
PRIOR LEGISLATION	<p>Prior ordinances and (date): Ordinance, No. 4562 - September 16, 2013</p> <p>Prior resolutions and (date):</p>																	
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Beverly Smith, Traffic Analyst (816)541-8017 ext.72240</p>																	
REQUEST SUMMARY	<p>Accept and appropriate \$15,000.00 from the Undesignated fund Balance for the Jackson County Sheriff's Seat Belt Overtime Enforcement and Education Project #16-M2OP-05-012 and to authorize the County Executive to execute an agreement with the Traffic and Highway Safety Division of the Missouri Department of Transportation.</p> <p>The grant is awarded in the amount of \$15,000.00 and does not require Matching Local Funds.</p> <p>The term of the grant is October 1, 2015 through September 30, 2016.</p> <p>These funds were requested with the focus on education and monitoring the use of seat belt and child restraints.</p>																	

	<p>Non law enforcement and law enforcement working this Overtime Grant will focus on the young drivers leaving school/activities and drivers with young children as passengers. This program will help educate and encourage the use of the safety systems.</p> <p>Please appropriate \$15,000.00 as follows:</p> <table> <tr> <td>Overtime – 55030</td><td>\$13,934.50</td></tr> <tr> <td>FICA – 55040</td><td>1,065.50</td></tr> <tr> <td>Total</td><td><u>\$15,000.00</u></td></tr> </table>	Overtime – 55030	\$13,934.50	FICA – 55040	1,065.50	Total	<u>\$15,000.00</u>		
Overtime – 55030	\$13,934.50								
FICA – 55040	1,065.50								
Total	<u>\$15,000.00</u>								
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)								
ATTACHMENTS	Three (3) original Seat Belt Enforcement and Education contracts project #16-M2OP-05-012 and one (1) copy of accompanying announcement letter.								
REVIEW	<table> <tr> <td>Department/Director:</td><td>Date: 9/10/2015</td></tr> <tr> <td>Finance (Budget Approval): If applicable</td><td>Date: 7 Oct 2015</td></tr> <tr> <td>Division Manager:</td><td>Date: 10/8/15</td></tr> <tr> <td>County Counselor's Office:</td><td>Date:</td></tr> </table>	Department/Director:	Date: 9/10/2015	Finance (Budget Approval): If applicable	Date: 7 Oct 2015	Division Manager:	Date: 10/8/15	County Counselor's Office:	Date:
Department/Director:	Date: 9/10/2015								
Finance (Budget Approval): If applicable	Date: 7 Oct 2015								
Division Manager:	Date: 10/8/15								
County Counselor's Office:	Date:								

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

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

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Grant Fund – Undesignated Fund Balance	\$15,000.00


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

Supplemental Appropriation Request Jackson County, Missouri

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

Date: **September 28, 2015**

ORD # 4784

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
<u>Grant Fund - 010</u>			
<u>4237- Seat Belt Enforcement</u>	<u>45793 - Increase Revenues</u>	<u>15,000</u>	
<u>2810</u>	<u>Undesignated Fund Balance</u>		<u>15,000</u>
<u>2810</u>	<u>Undesignated Fund Balance</u>	<u>15,000</u>	
<u>4237- Seat Belt Enforcement</u>	<u>55030 - Overtime</u>		<u>13,935</u>
<u>4237- Seat Belt Enforcement</u>	<u>55040 - FICA</u>		<u>1,066</u>
 <u>Budgeting</u>		<u>15,000</u>	<u>15,000</u>

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$30,000.00 from the undesignated fund balance of the 2015 Grant Fund in acceptance of the Sheriff's Office's Sobriety Checkpoint/Saturation Patrol Enforcement grant awarded by the Missouri Department of Transportation, Traffic and Highway Safety Division, and authorizing the County Executive to execute a contract with the Missouri Highway Safety Division for the expenditure of grant funds.

ORDINANCE NO. 4785, October 12, 2015

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Missouri Department of Transportation, Traffic and Highway Safety Division, has awarded the Sheriff's Office a Sobriety Checkpoint/Saturation Patrol Enforcement grant in the amount of \$30,000.21, for the period October 1, 2015, through September 30, 2016; and,

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

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

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

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

following appropriation from the undesignated fund balance of the 2015 Grant Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund DWI Sobriety Checkpoint			
010-4282	45811 - Increase Revenues	\$30,000	
010-2810	Undesignated Fund Balance		\$30,000
010-2810	Undesignated Fund Balance	\$30,000	
010-4282	55030 – Overtime Salaries		\$27,869
010-4282	55040 - FICA		\$ 2,131

and,

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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 4785 introduced on October 12, 2015, was duly passed on _____, 2015 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. 4785.

Date

Michael D. Sanders, County Executive

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

ACCOUNT NUMBER: 010 2810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$30,000.00



Date



Director of Finance and Purchasing

Traffic and Highway Safety

Missouri Department of Transportation

830 MoDOT Drive
P.O. Box 270
Jefferson City, MO 65102
573-751-4161
1-800-800-2358
Fax: 573-634-5977

August 11, 2015

Sheriff Mike Sharp
Jackson County Sheriff's Office
4001 NE Lakewood Court
Lee's Summit, MO 64064-1703

Dear Sheriff Sharp:

Enclosed is a contract between the Traffic and Highway Safety Division and the Jackson County Sheriff's Office for a DWI Sobriety Checkpoint project.

The project obligates \$30,000.00 in federal funds for the period October 01, 2015 through September 30, 2016. All expenditures should be claimed against project #16-154-AL-110.

Please review this contract carefully for any discrepancies or questions. If acceptable, have the appropriate individuals sign the Contract Cover Page and have the Project Director **initial at the bottom of each page** to indicate that he/she has reviewed the contract. The Authorizing Official and Project Director signatures on the contract must be signed by two separate individuals. After signing, please return all pages of the contract to the Traffic and Highway Safety Division.

This contract does not become effective until the Highway Safety Director has approved and signed it. No costs can be incurred by your agency prior to the Director's approval. Once the Director approves the contract, a fully executed copy will be returned to your agency.

If you have any questions concerning the project activity or reimbursement procedures, please contact Marcus Holmes, Intermediate System Management Specialist at 573-751-5408. We look forward to working with you and your staff.

Sincerely,



Bill Whitfield
Highway Safety Director

Enclosure



CONTRACT**Ord. 4785**

Form HS-1

Revision Reason: Wordling

Version: 2

05/15/2015

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

Project Title: DWI Sobriety Checkpoint
Project Number: 16-154-AL-110
Project Category: Transfer
Program Area: 154/164 Alcohol

Funding Source: 154 AL / 20.607

Name of Grantee
Jackson County Sheriff's Office

Type of Project: Initial

Started: 10/01/2015

Grantee County
Jackson

Federal Funds Benefiting

State:

Local: _____ \$30,000.00

Total: _____ \$30,000.00

Grantee Address
4001 NE Lakewood Court

Lee's Summit, MO 64064-1703

Source of Funds

Federal: _____ \$30,000.00

State:

Local: _____ \$0.00

Total: _____ \$30,000.00

Telephone
816-524-4302

Fax
816-795-1969

Contract Period
Effective: 10/01/2015
Through: 09/30/2016

Prepared By
Holmes, Marcus

Authorizing Official

Date

Project Director

Date

Highway Safety Director

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 \$30,000.00**; 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 GRANTEE AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

I. RELATIONSHIP: The relationship of the Grantee to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Grantee 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 Grantee.

II. EQUIPMENT

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

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

B. DISPOSITION: The Grantee 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. Grantee 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 grantee's previous twelve months authorized strength.

III. FISCAL RESPONSIBILITY

A. MAINTENANCE OF RECORDS: The Grantee agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Grantee further agrees that the Missouri Department of Transportation (MoDOT) Traffic and Highway Safety (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 Grantee pertaining to this contract and further agrees to maintain such books and records for three years after the date of final project disposition.

B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE: The MHTC agrees to reimburse the Grantee 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 Grantee, 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 contracting official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Final payment is contingent upon receipt of final voucher. **AUDITS:** Grantee will be responsible for the required supporting documentation no later than 30 days after the end of the contract period.

C. ACCOUNTING: The Grantee 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 Grantee must document the following: (1) Receipt of federal funds, (2) date and amount paid to officers, (3) officer'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: If the Grantee expends five hundred thousand dollars (\$500,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. 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. Subject to the requirements of OMB Circular A-133, if the Grantee expends less than five hundred thousand dollars (\$500,000) a year, the Grantee may be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities. 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.

IV. TERMINATION: If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Grantee 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 Grantee 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 Grantee or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Grantee or its subcontractor under the provisions of this contract. The Grantee 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.

V. STATUTORY REQUIREMENTS

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

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. Statewide Traffic Accident Records System (STARs) 43.250 RSMo—Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
4. Uniform Crime Reporting RSMo 43.505—Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
5. Racial Profiling RSMo 590.650—Law enforcement agency to file a report to the Attorney General each calendar year.

CONTRACT CONDITIONS - PAGE 3

B. US DOT AND OMB REGULATIONS: The United States Department of Transportation's (US DOT) common grant rules at 2 CFR Part 1201, adopted the Office of Management and Budget's (OMB) revised Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200 with DOT-specific deviations. The regulations at 2 CFR Parts 200 and 1201 supersede requirements from 23 CFR Parts 18 and 19 and OMB Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122, and A-133, beginning with the federal fiscal year 2016 highway safety grants. The Grantee shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015. Further guidance on these new regulations will be provided by MHTC when it becomes available. If US DOT guidance necessitates significant changes in this contract, MHTC and Grantee will enter into a contract amendment to ensure all parties are in compliance with the new regulations contained in 2 CFR Part 200 and 1201.

VI. 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 Traffic and Highway Safety funding supported this effort. Examples may include, but are not limited to print materials; incentive items; 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.

VII. INDEMNIFICATION: Option 1 below only applies to Cities, Counties and political subdivisions 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 Grantee 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 Grantee's wrongful or negligent performance of its obligations under this Agreement.

B. The Grantee will require any contractor procured by the Grantee 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 Grantee 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 Grantee's performance of its obligations under this Agreement.

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

IX. MHTC REPRESENTATIVE: The MoDOT Traffic and Highway Safety 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.

X. ASSIGNMENT: The Grantee shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

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

XII. 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.

XIII. 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.

XIV. NONSEGREGATED FACILITIES

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

XV. FUNDING ORIGINATION AND AUDIT INFORMATION

The National Highway Traffic Safety Administration (NHTSA) funds the following program areas:

Section	CFDA#	Program Title
402	20.600	State and Community Highway Safety Programs
410	20.601	Alcohol-Impaired Driving Countermeasures Incentive Grants I
154	20.607	Alcohol Open Container Requirements
164	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated
408	20.610	State Traffic Safety Information System Improvement Grants
1906	20.611	Incentive Grant Program to Prohibit Racial Profiling
2010	20.612	Incentive Grant Program to Increase Motorcyclist Safety
2011	20.613	Child Safety and Child Booster Seats Incentive Grant

7019

405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs

XVI. 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.fsr.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSR.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 number (where applicable), program source;
- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. A unique identifier (DUNS);
- F. The names and total compensation of the five most highly compensated officers of the entity if:
 - 1. The entity in the preceding fiscal year received-
 - a. 80 percent or more of its annual gross revenues in Federal awards;
 - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
 - 2. The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

XVII. 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. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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

The State will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee'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 grantee'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-
 - 1. Abide by the terms of the statement.
 - 2. 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 (d)(2) 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 (d)(2), with respect to any employee who is so convicted-
 - 1. Taking appropriate personnel action against such an employee, up to and including termination.
 - 2. 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.

XIX. BUY AMERICA ACT

(applies to subrecipients as well as States)

The State will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases 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. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

XX. 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.

XXI. 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:

1. 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.
2. 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.
3. 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 With Federal Register /Vol. 78, No. 15 /Wednesday, January 23, 2013 /Rules and Regulations 5027 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.

XXII. 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.

XXIII. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. 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.
3. 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.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "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.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. 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.

CONTRACT CONDITIONS - PAGE 6

10. Except for transactions authorized under paragraph 6 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 this transaction for cause or default. *Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions*

a. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

- (i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (ii) 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;
- (iii) 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
- (iv) 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.

b. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. 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.
3. The prospective lower tier participant shall provide immediate written notice to the person to which 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.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. 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.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause with 5028 Federal Register / Vol. 78, No. 15 / Wednesday, January 23, 2013 / Rules and Regulations "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. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. 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.
9. Except for transactions authorized under paragraph 5 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 and/or debarment.

XXIV. 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.

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING:

Agencies 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 at least 30 days prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda or syllabus. Any changes to the course schedule must have prior approval from the MHTC.

B. Evaluation will be a 2-step process to include:

1. Student Evaluation of the training
 - a. 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.
 - b. The evaluation form must be developed by the grantee and approved by the MHTC prior to use.
2. Instructor evaluation of the students' comprehension and understanding of the material presented.

CONTRACT CONDITIONS - PAGE 7

C. The grantee must provide a sign-up sheet for every class-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. Name of attendees
4. Signature of attendees
5. Business address, telephone number and/or email address of each attendee

D. Every effort should be made to enroll a minimum of fifteen (15) students per class.

E. Copies of the student evaluations, instructor evaluations, number of students enrolled/number of students attending, and participant sign-up sheets must be submitted to MHTC not later than thirty (30) days after the training has been conducted.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY:

A. PROBLEM IDENTIFICATION

Agency 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 agency 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 and encouraged 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. Agency should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report Form*.
5. Agency is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Traffic and Highway Safety Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, impaired driving campaign, youth seat belt enforcement campaign, quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: www.modot.mo.gov/safety.
6. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.
7. The Grantee 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 Grantee will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

C. PARTNERSHIPS

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

D. ALLOWABLE COSTS

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

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

E. DRUNK DRIVING ENFORCEMENT PROJECTS

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

F. SOBRIETY CHECKPOINTS

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

PROBLEM IDENTIFICATION

Alcohol and other drugs contribute substantially to traffic crashes on Missouri's roads, particularly those resulting in death or serious injury. In the 2011-2013 period, 419,658 traffic crashes occurred in the state. Of those, 0.5% resulted in a fatality and 3.0% involved someone being seriously injured.

During the same time period, there were 20,061 traffic crashes where one or more drivers and/or pedestrians were under the influence of intoxicants and in the opinion of the investigating officer their intoxicated condition was a contributing factor to the crash. In these crashes where drivers or pedestrians were impaired by alcohol or other drugs, 717 people were killed and another 2,644 were seriously injured.

It also is important to note that substance-impaired driving is under-reported as a contributing factor in traffic crashes. This under-reporting is due to drivers undergoing injuries sustained from crashes without being tested for blood alcohol content. Also, some forms of drug impairment may not be apparent to officers on the scene. As a result, it is an even greater problem than these statistics would indicate. In addition, 87.7% of substance-impaired drivers killed also failed to wear a safety belt further compounding the problem of substance-impaired driving.

A common misconception is that substance-impaired drivers are primarily injuring and killing themselves. While that is often true, a substantial number of people killed and seriously injured in these crashes were not intoxicated by alcohol or other drugs. Their actions in these incidents probably did not contribute to the cause of the collision. Of the 717 people killed in alcohol and other drug-related traffic crashes, 69.2% were the substance-impaired driver/pedestrian and 30.8% were some other involved party. Of the 2,644 seriously injured, 61.7% were the substance-impaired drivers/pedestrians while 38.3% were other persons in the incidents.

During FY2011-2013 there were 60,297 motor vehicle crashes in Jackson County including Kansas City. Of those 60,297 crashes 2,148 were alcohol related. Of those 2,148 alcohol related crashes 48 were fatalities and 190 were disabling injuries.

Jackson County and Kansas City have consistently experienced a high percentage of drinking-involved crashes. The following shows comparative analysis of where Jackson County, Kansas City, Independence and Lee's Summit rank as compared to other cities and counties in Missouri.

Drinking-Involved Crashes:

Jackson County - 2nd in the state
Kansas City - 1st in the state
Independence - 4th in the state
Lee's Summit - 8th in the state.

Disabling Injury - Drinking Involved:

Jackson County - 1st in the state
Kansas City - 1st in the state
Independence - 2nd in the state
Lee's Summit - 5th in the state

Fatal Drinking Involved Crashes:

Jackson County - 1st in the state
Kansas City - 1st in the state
Independence - 5th in the state
Lee's Summit - 5th in the state

In 2014, the Jackson County Sheriff's Office made 160 DWI arrests. Jackson County experienced five (5) fatalities and 236 injuries that involved a drinking driver.

The top seven crash locations in Jackson County are I-70 and Lee's Summit Rd., 39th St. and Little Blue Parkway, I-435 and Eastwood Trfwy, US-24 and Jennings, US-40 and Fairview, US-50 and RT F, Blue Ridge Ave. and 72nd St.

The high crash days of the week and time of the day are Friday 5pm through Monday morning 6am.

GOALS/OBJECTIVES

Goal: To decrease fatalities involving drivers with .08 BAC or greater to:

- 267 by 2013
- 255 by 2014
- 243 by 2015
- 230 by 2016

Performance Measure:

Number of fatalities involving drivers with .08 BAC or greater

Benchmark:

2012 fatalities involving drivers with .08 BAC or greater = 280

Objectives:

1. Participate in the National Impaired Driving Crackdown campaign
2. Participate in the quarterly impaired driving enforcement campaigns
3. Develop and implement a high visibility DWI enforcement plan involving saturation patrols and/or sobriety checkpoints.

Objectives:

1. Targeted Population - Impaired drivers.
2. Enforcement locations - Target roadways STARS data indicates as alcohol related crash site corridors and areas with history of alcohol related incidents, including but not limited to motor vehicle stops resulting in DWI citations. I-70, I-35, I-435, I-470, US Hwy 24, US-40, US-50, US-71; MO Hwy 150, MO-291, MO-350, MO-7, MO-78 and city streets Noland Rd, 77th, 75th, Main, Prospect, Blue Ridge. The County Deputies have jurisdiction throughout the cities and unincorporated areas and can enforce county ordinances and state laws on all roadways within the boundary of the county.
3. Number of enforcement periods per month - 2 per month
4. Number of officers assigned to each enforcement period - 6
5. Days of the week for enforcement periods - Additional Deputies work in association with the DWI / TSU during their Thursday and Friday OR Saturday and Sunday nights at Low manpower checkpoints. Available to assist at Task Force Sobriety Checkpoints
6. Duration of enforcement - 6- 8 hours per enforcement.
7. Months selected for enforcement - March - December.
8. Additional project description narrative:
 - a. Using members of the DWI / TSU to participate in Jackson County Traffic Safety Task Force enforcement: Sobriety Checkpoints, Wolf Packs, Saturation Patrols and other state/federal Campaigns.
 - b. Assisting outside agencies in the JCTS Task Force with using MoDOT issued equipment including Task Force trailer inventory and BAT van to participate in those enforcements.
 - c. Utilizing overtime for the non law-enforcement personnel for data processing, billing, equipment management, Regis, DWITS and DOR information access during the Sobriety Checkpoint..
 - d. Locations, dates and times may also be assigned by Traffic Sergeant, Patrol Captain or Sheriff based on Community complaints and location history of Impaired M/V stops and special events throughout Jackson County.
 - e. To participate in continuing education opportunities to enhance job performance skills and officer safety.
 - f. Educational projects - Deputies are made available to make presentations to area public and private organizations, i.e. Neighborhood Watch, area schools regarding DWI enforcement.

PROJECT DESCRIPTION

Project Description information will be captured in the supplemental section.

Paul

SUPPLEMENTAL INFORMATION

Question	Answer
<p>1 Does your agency have an internal safety belt policy for all personnel?</p> <p>2 Does your agency report racial profiling data annually?</p> <p>3 Does your agency report to STARS?</p> <p>4 Does your agency report UCR information annually?</p> <p>5 Has any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?</p> <p>6 Please explain any NO answer(s) to questions 1-4:</p>	
7 Total number of DWI violations written.	160
8 Total number of speeding violations written.	3867
9 Total number of HVM violations written.	1892
10 Total number of child safety/booster seat violations written.	59
11 Total number of safety belt violations written.	347
12 Total number of sobriety checkpoints hosted.	0
13 Total number of traffic crashes.	60,297
14 Total number of traffic crashes resulting in a fatality.	206
15 Total number of traffic crashes resulting in a serious injury.	1608
16 Total number of speed-related traffic crashes.	8428
17 Total number of speed-related traffic crashes resulting in a fatality.	83
18 Total number of speed-related traffic crashes resulting in a serious injury.	428
19 Total number of alcohol-related traffic crashes.	2148
20 Total number of alcohol-related traffic crashes resulting in a fatality.	48

21	Total number of alcohol-related traffic crashes resulting in a serious injury.	190
22	Total number of unbuckled fatalities.	86
23	Total number of unbuckled serious injuries.	330

24	Total number of commissioned law enforcement officers.	99
25	Total number of commissioned patrol and traffic officers.	31
26	Total number of commissioned law enforcement officers available for overtime enforcement.	90
27	Total number of vehicles available for enforcement.	56
28	Total number of radars/lasers.	20
29	Total number of in-car video cameras.	30
30	Total number of PBT's.	15
31	Total number of Breathalyzers.	4

32 Identify the primary enforcement locations.

I-70 and Lee's Summit Rd, 39th st and Little Blue Parkway, I-435 and Eastwood Trafficway, US-24 and Jennings, US 60 and RT F, Blue Ridge and 72nd. US-40 and Fairview

33 Enter the months in which enforcement will be conducted.

March - December

34	Enter the number of enforcement periods your agency will conduct each month.	2
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35 Enter the days of the week in which enforcement will be conducted.

Thursday - Sunday

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

9 pm to 4 am

37	Enter the number of officers assigned during the enforcement period.	8
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38 If equipment, promotional items, or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

N/A

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

Evaluation results will be used to determine:

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

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



ADDITIONAL FUNDING SOURCES

HMV Enforcement \$25,000.01 #15-PT-02-039 Oct. 1, 2014-Sept 30, 2015
DWI Wolf Pack \$40,000.45 #15-154-AL-042 Oct. 1, 2014-Sept 30, 2015
DWI/Traffic Safety Unit Salary \$160,255.22 #15-154-AL-041 Oct. 1, 2014-Sept 30, 2015
Sobriety Ckpt \$50,000.21 #15-154-AL-040 Oct. 1, 2014-Sept 30, 2015
Deputy Sheriff Salary Supplementation Fund #2015-DSSSF-042 July 1, 2014 - June 30, 2015
HIDTA #G14MW0003A Jan 1, 2014 - Dec. 31, 2015
MoDOT Work Zone \$15,000.00 #CWZEA51Z July 1, 2014 - Dec. 31, 2015
KC Gang Task Force MOU (no amount given) ongoing
HIDTA #G14MW0003A Jan 1, 2014 - Dec. 31, 2015
DWI Traffic Equip. and Supplies 15-154-AL-052 Oct. 1, 2014-Sept 30, 2015
National Bioterrorism Hospital Preparedness Program ASPR FY 2013M 77110
Homeland Security Grant Program (no other information available)

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and Fringe	2 checkpoint enforcement x 10 months at 7 hours overtime For 8 Deputies = 1,120 hours Average overtime hourly rate \$35.00 + FICA = \$37.67	1.00	\$22,000.00	\$22,000.00	\$0.00	\$22,000.00
	Overtime and Fringe	2 enforcements per 10 months with 3 non law enforcement personnel for 8 hours = 480 Average non law enforcement overtime wage \$26.00 + FICA = \$27.98	1.00	\$8,000.00	\$8,000.00	\$0.00	\$8,000.00
					\$30,000.00	\$0.00	\$30,000.00
Total Contract					\$30,000.00	\$0.00	\$30,000.00

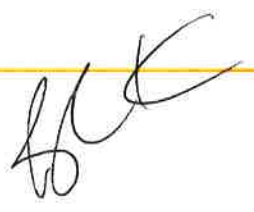
ATTACHMENTS

Document Type
WORD

Description
County Authorization Form

Original File Name
4191_001.pdf

Date Added
03/02/2015

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a combination of letters and a flourish.



Traffic and Highway Safety Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

COUNTY AUTHORIZATION

On Mar 2, 2015 the County Administration of Jackson
County discussed participation in Missouri's Highway Safety Program.

It is agreed the County should participate in Missouri's Highway Safety Program.
It is further agreed the County Sheriff will investigate the possibilities of attaining
financial assistance from the Highway Safety Division.

When funding from the Highway Safety Division is no longer available, the local
government entity agrees to make a dedicated attempt to continue support for
this traffic safety effort.

Michael D. Sanders

Authorizing Official

A handwritten signature in black ink, appearing to read "M.D. Sanders", written over a horizontal line.

Signature of Authorizing Official

County Executive

Title of Authorizing Official

APPROVED AS TO FORM

A handwritten signature in black ink, appearing to read "James P. Holden for", written over a horizontal line.
County Counselor

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 4785

Sponsor(s): Alfred Jordan

Date: October 12, 2015

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Jackson County Sheriff's Office DWI Sobriety Checkpoint Overtime Enforcement Grant. An ordinance to appropriate \$30,000.00 from the Undesignated Fund Balance and to authorize the County Executive to execute an agreement with the Missouri Traffic and Highway Safety Division, in acceptance of a grant awarded by the Missouri Department of Transportation to the Sheriff's Office.</p>																
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="316 619 1201 1029"><tr><td>Amount authorized by this legislation this fiscal year:</td><td>\$30,000.00</td></tr><tr><td>Amount previously authorized this fiscal year:</td><td>\$</td></tr><tr><td>Total amount authorized after this legislative action:</td><td>\$30,000.00</td></tr><tr><td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr><tr><td>Source of funding (name of fund) and account code number; FROM Grant Fund - 010; Undesignated Fund Balance - 2810</td><td>FROM ACCT \$30,000.00</td></tr><tr><td>TO: Grant Fund - 010 DWI Sobriety Checkpoint - 4282</td><td>TO ACCT</td></tr><tr><td>Overtime - 55030</td><td>\$27,869.00</td></tr><tr><td>FICA - 55040</td><td>\$ 2,131.00</td></tr></table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): \$50,000.21 Prior Year Actual Amount Spent: \$5,658.05 (continues to be used/billed through September 30, 2015)</p>	Amount authorized by this legislation this fiscal year:	\$30,000.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$30,000.00	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM Grant Fund - 010; Undesignated Fund Balance - 2810	FROM ACCT \$30,000.00	TO: Grant Fund - 010 DWI Sobriety Checkpoint - 4282	TO ACCT	Overtime - 55030	\$27,869.00	FICA - 55040	\$ 2,131.00
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TO: Grant Fund - 010 DWI Sobriety Checkpoint - 4282	TO ACCT																
Overtime - 55030	\$27,869.00																
FICA - 55040	\$ 2,131.00																
PRIOR LEGISLATION	<p>Prior ordinances and (date): <u>Ordinance # 4678</u> - October 20, 2014 Prior resolutions and (date):</p>																
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Beverly Smith, Traffic Analyst (816)541-8017 ext.72240</p>																
REQUEST SUMMARY	<p>Accept and appropriate \$30,000.00 from the Undesignated fund Balance for the Jackson County Sheriff's DWI Sobriety Checkpoint Overtime Enforcement Project #16-154-AL-110 and to authorize the County Executive to execute an agreement with the Traffic and Highway Safety Division of the Missouri Department of Transportation.</p> <p>The grant is awarded in the amount of \$30,000.00 and does not require Matching Local Funds.</p> <p>The term of the grant is October 1, 2015 through September 30, 2016.</p> <p>There continues to be a need to provide the county with the DWI Enforcement in an effort to decrease the</p>																

	<p>number of injuries and fatalities due to the Impaired Driver. By hosting and participating in highly visible Jackson County Task Force Checkpoints during the evening and nighttime hours with the goal to decrease alcohol related crashes on our Jackson County roadways, these funds for overtime were requested.</p> <p>Please appropriate \$30,000.00 as follows:</p> <table> <tr> <td>Overtime – 55030</td><td>\$ 27,869.00</td></tr> <tr> <td>FICA (0.0765) – 55040</td><td>2,131.00</td></tr> <tr> <td>Total</td><td>\$30,000.00</td></tr> </table>		Overtime – 55030	\$ 27,869.00	FICA (0.0765) – 55040	2,131.00	Total	\$30,000.00
Overtime – 55030	\$ 27,869.00							
FICA (0.0765) – 55040	2,131.00							
Total	\$30,000.00							
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)							
ATTACHMENTS	Three (3) original DWI Sobriety Checkpoint Overtime Enforcement contracts project #16-154-AL-110 and one (1) copy of accompanying announcement letter.							
REVIEW	Department Director:	Date:						
	Finance (Budget Approval): <i>If applicable</i>	Date:						
	Division Manager:	Date:						
	County Counselor's Office:	Date:						

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

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

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Grant Fund – Undesignated Fund Balance	\$30,000.00

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

	<p>number of injuries and fatalities due to the Impaired Driver. By hosting and participating in highly visible Jackson County Task Force Checkpoints during the evening and nighttime hours with the goal to decrease alcohol related crashes on our Jackson County roadways, these funds for overtime were requested.</p> <p>Please appropriate \$30,000.00 as follows:</p> <table> <tr> <td>Overtime – 55030</td><td>\$ 27,869.00</td></tr> <tr> <td>FICA (0.0765) – 55040</td><td>2,131.00</td></tr> <tr> <td>Total</td><td><u>\$30,000.00</u></td></tr> </table>	Overtime – 55030	\$ 27,869.00	FICA (0.0765) – 55040	2,131.00	Total	<u>\$30,000.00</u>		
Overtime – 55030	\$ 27,869.00								
FICA (0.0765) – 55040	2,131.00								
Total	<u>\$30,000.00</u>								
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)								
ATTACHMENTS	Three (3) original DWI Sobriety Checkpoint Overtime Enforcement contracts project #16-154-AL-110 and one (1) copy of accompanying announcement letter.								
REVIEW	<table> <tr> <td>Department Director:</td><td>Date: 9-3-2015</td></tr> <tr> <td>Finance (Budget Approval): If applicable</td><td>Date: 7 Oct 2015</td></tr> <tr> <td>Division Manager:</td><td>Date: 10/8/15</td></tr> <tr> <td>County Counselor's Office:</td><td>Date:</td></tr> </table>	Department Director:	Date: 9-3-2015	Finance (Budget Approval): If applicable	Date: 7 Oct 2015	Division Manager:	Date: 10/8/15	County Counselor's Office:	Date:
Department Director:	Date: 9-3-2015								
Finance (Budget Approval): If applicable	Date: 7 Oct 2015								
Division Manager:	Date: 10/8/15								
County Counselor's Office:	Date:								

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

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

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Grant Fund – Undesignated Fund Balance	\$30,000.00


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

Supplemental Appropriation Request Jackson County, Missouri

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

Date: September 29, 2015

ORD # 4785

Department / Division	Character/Description	From	To
Grant Fund - 010			
4282 DWI Sobriety CKPT	45811 - Increase Revenues	30,000	
2810	Undesignated Fund Balance		30,000
2810	Undesignated Fund Balance	30,000	
4282 DWI Sobriety CKPT	55030-Overtime		27,869
4282 DWI Sobriety CKPT	55040-FICA		2,131
			
Budgeting		30,000	30,000

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE transferring \$60,000.00 within and appropriating \$244,610.00 from the undesignated fund balance of the 2015 Anti-Drug Sales Tax Fund in acceptance of the 2015 Edward Byrne Memorial Justice Assistance Grant awarded to the Multi-Jurisdictional Drug Task Force.

ORDINANCE NO. 4786, October 12, 2015

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, the U.S. Department of Justice, Office of Justice Programs, has awarded the Multi-Jurisdictional Drug Task Force an Edward Byrne Memorial Justice Assistant Grant (JAG) in the amount of \$244,610.67 for the period July 1, 2015, through June 30, 2016; and,

WHEREAS, the JAG program is administered by the Missouri Department of Public Safety; and,

WHEREAS, the grant proceeds will be used for the partial funding of salary and benefits for six detectives; and,

WHEREAS, the JAG grant is subject to a local match in the amount of \$60,000.00; and,

WHEREAS, an appropriation and transfer are necessary in order to place the grant and matching funds in the proper spending account; and,

WHEREAS, the County Executive recommends said transfer and appropriation; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following transfer within and appropriation from the undesignated fund balance of the 2014 Anti-Drug Sales Tax Fund be and hereby are made:


<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Anti-Drug Sales Tax Fund Multi-Jurisdictional Task Force JAG			
008-4197	45754 - Increase Revenues	\$244,610	
008-2810	Undesignated Fund Balance		\$244,610
008-2810	Undesignated Fund Balance	\$244,610	
Anti-Drug Sales Tax Fund JC Drug Task Force			
008-4151	56798 – Grant Match	\$ 59,655	
008-4151	56790 – Other Contractual	\$ 345	
Anti-Drug Sales Tax Fund Multi-Jurisdictional Task Force			
008-4197	56790 – Other Contractual		\$ 304,610

and,

BE IT FURTHER ORDAINED that the County Executive and any and all other County Officials be and hereby are authorized to execute any and all documents necessary to the acceptance of the 2015 JAG 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. 4786 introduced on October 12, 2015, was duly passed on _____, 2015 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. 4786.

Date

Michael D. Sanders, County Executive

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

ACCOUNT NUMBER: 008 2810
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
Undesignated Fund Balance
NOT TO EXCEED: \$244,610.67

ACCOUNT NUMBER: 008 4151 56798
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
JC Drug Task Force
Grant Match
NOT TO EXCEED: \$59,655.00

ACCOUNT NUMBER: 008 4151 56790
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
JC Drug Task Force
Other Contractual
NOT TO EXCEED: \$345.00

October 2, 2015
Date


Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

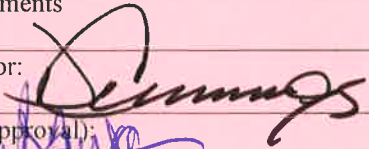
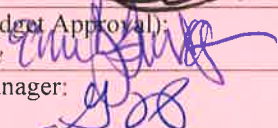
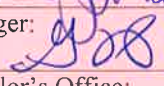
Completed by County Counselor's Office:

~~Res~~/Ord No.: 4786

Sponsor(s): Dennis Waits

Date: October 12, 2015

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting a transfer and appropriation for the Multi-Jurisdictional Drug Task Force 15-16 grant</u></p>								
<p>BUDGET INFORMATION</p> <p><i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$304,610.67</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$304,610.67</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr> </table> <p>Source of funding (name of fund) and account code number;</p> <p>FROM</p> <p>008-2810 – Anti-Drug Sales Tax Fund - Undesignated Fund Balance</p> <p>FROM ACCT \$244,610.67</p> <p>FROM</p> <p>008-4151-56798 – Anti- Drug Sales Tax Fund – Drug Task Force – Grant Match</p> <p>FROM ACCT \$59,655.00</p> <p>008-4151-56790 – Anti-Drug Sales Tax Fund – Drug Task Force – Other Contractual Services</p> <p>\$345.00</p> <p>TO</p> <p>008-4197-56790 – Anti-Drug Sales Tax Fund – Multi-Jurisdictional Drug Task Force – Other Contractual</p> <p>TO ACCT \$304,610.67</p> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):</p> <p>Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$304,610.67	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$304,610.67	Amount budgeted for this item * (including transfers):	\$
Amount authorized by this legislation this fiscal year:	\$304,610.67								
Amount previously authorized this fiscal year:	\$								
Total amount authorized after this legislative action:	\$304,610.67								
Amount budgeted for this item * (including transfers):	\$								
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>								
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Danny Cummings, O.I.C. 816.503.4725</p>								
REQUEST SUMMARY	<p>The Jackson County Drug Task Force requested from the US Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) Program \$244,610.67 for the period of July 1, 2015 through June 30, 2016. The request included a match from Jackson County in the amount of \$60,000 for a total project cost of \$304,610.67.</p>								

	This funding will provide partial funding of salary and benefits for six (6) detectives.	
	Please appropriate \$304,610.67 into the following accounts: 008-4197-56790 \$304,610.67	
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Grant Award Documents	
REVIEW	Department Director: 	Date: 9/21/15
	Finance (Budget Approval):  If applicable	Date: 7 Oct 2015
	Division Manager: 	Date: 10/8/15
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:
008-4151-56798	Anti-Drug Sales Tax Fund – Drug Task Force – Grant Match	\$59,655.00
008-4151-56790	Anti-Drug Sales Tax Fund – Drug Task Force – Other Contractual Services	\$345.00
008-2810	Anti-Drug Sales Tax Fund – Undesignated Fund Balance	\$244,610.67

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

Supplemental Appropriation Request

Jackson County, Missouri

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

Date: September 29, 2015

ORD # 4786

Department / Division	Character/Description	From	To
Anti-Drug Sales Tax Grant Fund - 008			
4197-- Multi-Jurisdictional Drug Task Force	45754- Revenues	244,610.67	
2810	Undesignated Fund Balance		244,610.67
2810	Undesignated Fund Balance	244,610.67	
4151-JC Drug Task Force	56798-Grant Match	59,655.00	
4151-JC Drug Task Force	56790-Other Contractual Serv	345.00	
4197-- Multi-Jurisdictional Drug Task Force	56790-Other Contractual Serv		304,610.67
	Total	304,610.67	304,610.67


Budgeting

JEREMIAH W. (JAY) NIXON

Governor

LANE J. ROBERTS

Director



**STATE OF MISSOURI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR**

September 4, 2015

Lewis and Clark Building, 4th Floor
Mailing Address: P.O. Box 749
Jefferson City, MO 65102-0749
Telephone: 573-751-4905
FAX: 573-751-5399
Internet Address:
<http://www.dps.mo.gov>

Ms. Sarah Matthes
Jackson County, Drug Task Force
PO Box 392
Blue Springs, Missouri 64015

Re: **Contract Number: 2014-JAG-012**
Project Title: Jackson County Multi-Jurisdictional Drug Task Force

Dear Ms. Matthes:

The status of the above referenced application under the 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) funding opportunity has changed from "Approved" to "Awarded".

Enclosed is the Award of Contract and Certified Assurance document. The proper Authorized Official and Project Director, as identified on the forms, must sign each document. If there are personnel changes, please contact my office. The signatures must be original; stamped signatures will not be accepted!

The following documents must be received by our office as soon as possible:

- ☐ Signed Award of Contract document
- ☐ Signed Certified Assurance document
- ☐ Printed copy of your 2015 JAG Application

To print a copy of your JAG application, you must be logged into WebGrants at <https://dpsgrants.dps.mo.gov> and in the Grant Tracking (My Grants module) section of the above-referenced project. In the Grant Components list, select the component titled "Application". Please do not print the contract documents or application on both sides of the paper. Also, please do not staple your documents – use a paper clip or binder clip instead.

The above referenced documents should be mailed or hand-delivered to:

Missouri Department of Public Safety
Attn: CJ/LE Section
PO Box 749
1101 Riverside Drive
Jefferson City, MO 65102

The Missouri Department of Public Safety retains the original, signed copy of the contract documents for its files. A scanned copy of the signed contract documents will be returned for your records. If you require an original, please return an extra original copy of the contracts, and it will be forwarded back to you via mail. If you have questions or are unable to meet the above referenced deadline, please contact me at (573) 751-1318.

Sincerely,

Heather Haslag
CJ/LE Program Manager

cc: File

Enclosures



MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR
AWARD OF CONTRACT - - AMENDED

P.O. Box 749
Jefferson City, Missouri 65102
Phone: (573) 751-4905

Program Area: 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) Program		Contract Number: 2014-JAG-012
Sub-recipient Name: Jackson County, Drug Task Force		
Project Title: Jackson County Multi-Jurisdictional Drug Task Force		
Contract Period: 7/1/2015 to 6/30/2016	Federal Appropriation: \$159,730.77 State Appropriation: <u>\$84,879.90</u> Total Award: \$244,610.67	Federal Appropriation CFDA #: 16.738 State Appropriation CFDA #: N/A

Award is hereby made in the amount and for the period shown above to the above-mentioned Sub-recipient. This award is subject to compliance with the general conditions governing grants and contracts, as well as, any attached Certified Assurances. This award is also subject to compliance with all current applicable federal and state laws, regulations and guidelines.

The undersigned hereby certify acceptance of the above-described contract on the terms and conditions specified or incorporated by reference above and herein, including those stated in the grant application.

Michael Sanders

Sub-recipient Authorized Official Name

Sub-recipient Authorized Official Signature

Date

Bryon Price

Sub-recipient Project Director Name

Sub-recipient Project Director Signature

Date

This contract shall be in effect for the duration of the contract period stated herein, and funds shall become available on the award date with the signed return of this form to the Missouri Department of Public Safety and the signature of the Authorized Official of the Missouri Department of Public Safety.

07/01/2015

Authorized Official, MO Department of Public Safety

Date



**MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)**



2015 CERTIFIED ASSURANCES

Sub-recipient Name:	Jackson County, Drug Task Force	Contract Number:	2014-JAG-012
Project Title:	Jackson County Multi-Jurisdictional Drug Task Force		

The Sub-recipient hereby assures and certifies compliance with all the following certified assurances:

General:

1. The Sub-recipient assures that it shall comply, and all its subcontractors shall comply, with the applicable provisions of the JAG Solicitation, the DPS Financial and Administrative Guide, any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Reauthorization Act of 2013 (42 U.S.C. 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations), and other applicable federal and state laws, orders, circulars, or regulations.
2. **Compliance Training:** As a recipient of federal or state monies, the Sub-recipient is required to attend the Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training may be hosted in-person or as a webinar to provide post-award information to include, but not limited to, award acceptance, project implementation, reporting requirements, contract changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities
3. **Non-Supplanting:** The Sub-recipient assures that federal and/or state grant funds made available under this contract will not be used to supplant state and local funds, but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.
4. **Change in Personnel:** The Sub-recipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence of personnel as it affects the 'My Profile' module, 'Contact Information' form, and/or 'Budget' form within WebGrants. The notification shall be sent through the 'Correspondence' component of WebGrants to the appropriate Internal Contact with the *Change of Information* form attached.
5. **Contract Adjustments:** The Sub-recipient understands that any deviation from the approved contract must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a Sub-recipient but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested as a Contract Adjustment via WebGrants.
6. **Monitoring:** The Sub-recipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Sub-recipient assures that all documentation or records relating to this contract shall be made available to monitoring representatives of the Missouri Department of Public Safety, Office of the Director, immediately upon request. The Sub-recipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety, Office of the Director, shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this contract.

7. **Criminal Activity:** The Sub-recipient assures that they will formally report to the Missouri Department of Public Safety within 48 hours of notification that a Department of Public Safety grant-funded individual is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

The Sub-recipient shall not make false statements or claims in connection with any Office of Justice Programs or DPS state funded grant. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contract, and/or other remedy by law. The Sub-recipient must promptly refer to the Department of Justice, Office of Inspector General and the Missouri Department of Public Safety any credible evidence that a principal, employee, agent, contractor, sub-contractor, or other person has either:

- a. Submitted a false claim for grant funds under the False Claims Act or
- b. Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds

For recipients of federal grant funding, potential fraud, waste, abuse, or misconduct must be reported to the OIG and DPS by mail at:

Office of Inspector General
Office of Justice Programs and Investigations Div.
950 Pennsylvania Avenue, N.W., Room 4706
Washington, D.C. 20530

Missouri Department of Public Safety
Office of the Director
Attention: [Insert Grant Program]
P.O. Box 749
1101 Riverside Drive
Jefferson City, MO 65102-0749

For Sub-recipients of state grant funding, potential fraud, waste, abuse, or misconduct must be reported to the DPS by mail at the above noted address.

The Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

8. **Lobbying:** The Sub-recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government,

Applicants for DPS awards with total costs expected to exceed \$100,000 are required to certify that (1) they have not made, and will not make, such a prohibited payment, (2) they will be responsible for reporting the use of non-appropriated funds for such purposes, and (3) they will include these requirements in consortium agreements and contracts under grants that will exceed \$100,000 and obtain necessary certifications from those consortium participants and Contractors.

The signature of the authorized organizational official on the application serves as the required certification of compliance for the applicant organization. DPS appropriated funds may not be used to pay the salary or expenses of an employee of a grantee, consortium participant, or Contractor or those of an agent related to any activity designed to influence legislation or appropriations pending before Congress or any State legislature.

9. **Fair Labor Standards Act:** All Sub-recipients of federal funds will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
10. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the Sub-recipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work

within the State of Missouri, 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, the Sub-recipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with Sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

11. **Relationship**: The Sub-recipient agrees that they will represent themselves to be an independent Sub-recipient offering such services to the general public and shall not represent themselves or their employees to be employees of the Missouri Department of Public Safety or the Office of the Director. This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs. The Sub-recipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.
12. **Uniform Crime Reporting (UCR)**: The Sub-recipient assures that its law enforcement agency is in full compliance with Section 43.505 RSMo relating to uniform crime reporting and will remain in full compliance for the duration of the contract period.
13. **Racial Profiling**: The Sub-recipient assures that its law enforcement agency is in full compliance with Section 590.650 RSMo relating to racial profiling and will remain in full compliance for the duration of the contract period.
14. **Federal Equitable Sharing Funds**: The Sub-recipient assures that its law enforcement agency is in compliance with Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds received therefrom to the Missouri Department of Public Safety and the Missouri State Auditor.
15. **Custodial Interrogations**: The Sub-recipient assures that its law enforcement agency is in full compliance with Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.
16. **DWI Law**: The Sub-recipient assures that its law enforcement agency is in full compliance with Section 577.005 RSMo relating to the "DWI Law" and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo. In addition, the Sub-recipient assures that its county prosecuting attorney or municipal prosecutor is in full compliance with Section 577.005 RSMo relating to the "DWI Law" and has adopted a written policy to forward all charge information for intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.
17. **Texting While Driving**: Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Missouri Department of Public Safety encourages the Sub-recipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
18. **Drug-Free Workplace Act of 1988**: The Sub-recipient assures that it will comply, and all its subcontractors will comply, with the Drug-Free Workplace Act of 1988. The Law further requires that all individual contractors and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.

19. **ACORN:** Sub-recipients understand and agree that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub-award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

Civil Rights:

1. **Enforcing Civil Rights Laws:** The Sub-recipient acknowledges that all recipients of Federal financial assistance, regardless of the particular source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, the Office for Civil Rights (OCR) investigates sub-recipients that are the subject of discrimination complaints from both individuals and groups.
2. **Discrimination:** The Sub-recipient acknowledges that federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.
3. **Limited English Proficiency (LEP):** The Sub-recipient assures that, in accordance with the *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against national Origin Discrimination Affecting Limited English Persons*, 67 Fed. Reg. 41455 (June 18, 2012) as it pertains to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, recipients of Federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency (LEP). "Meaningful access" will generally involve some combination of oral interpretation services and written translation of vital documents. For more information, visit <http://www.lep.gov>.
4. **Equal Employment Opportunity Plan (EEOP):** The Sub-recipient agrees to comply with the applicable requirements of 28 C.F.R. pt 42, subpt. E., DOJ's Equal Employment Opportunity Program (EEOP) Guidelines. The Sub-recipient will maintain an EEOP if the Sub-recipient (1) is a state or local government agency or any business; and (2) has 50 or more employees; and (3) receives a single award of \$25,000 or more. The Contractor that is required to maintain an EEOP must submit an EEOP Utilization Report to DOJ's Office for Civil Rights (OCR), Office of Justice Programs, if it receives a single award of \$500,000 or more. The EEOP Utilization Report can be found at <http://ojp.gov/about/ocr/eeop.htm>.

All Sub-recipients, irrespective of their EEOP obligations, must complete the EEOP Certification Form, in which the recipient declares its satisfaction of its obligations. The Certification Form can be found at <http://ojp.gov/about/ocr/pdfs/cert.pdf>.

5. **Finding of Discrimination:** The Sub-recipient assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the Sub-recipient will forward a copy of the court judgment to the Missouri Department of Public Safety within 30 days of the court judgment date. The Missouri Department of Public Safety will act as the liaison in all civil rights matters with the Office of Civil Rights, Office of Justice Programs.
6. **Unlawful Employment Practices:** The Sub-recipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.
7. **Discrimination in Public Accommodations:** The Sub-recipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

Financial:

1. **Fund Availability:** The Sub-recipient understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws

relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

2. **Release of Funds:** No funds will be disbursed under this contract until such time as all required documents are signed by the Sub-recipient Authorized Official and Sub-recipient Project Director and returned to the Missouri Department of Public Safety, Office of the Director for final review and signature by the Director or his/her designee.
3. **Financial Guide:** The Sub-recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide which can be found at <http://www.ojp.usdoj.gov/financialguide/index.htm>.
4. **Allowable Costs:** The Sub-recipient understands that only allowable and approved contract expenditures will be reimbursed under this contract. These monies may not be utilized to pay debts incurred by other activities. The Sub-recipient agrees to obligate funds no later than the last day of the contract period. Any deviation from the approved contract must have prior approval from the Missouri Department of Public Safety. The Sub-recipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Sub-recipient certifies that all expendable and non-expendable property purchased with funds under this contract shall be used for criminal justice purposes only.
5. **Financial Reporting Requirements:** The Sub-recipient agrees to complete and submit any financial reports required for this program as outlined in the JAG Solicitation. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the contract.
6. **Project Income:** The Sub-recipient agrees to account for project income/federal forfeitures generated by the activities of this contract, and shall report receipts and expenditures of this income on the monthly Claim report. The Sub-recipient understands that all project income generated as a result of this contract shall be expended during the life of the contract, unless stated otherwise.
7. **Procurement:** The Sub-recipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the Sub-recipient assures that all procurement transactions will meet the minimum standards set forth in the *Financial and Administrative Guidelines* and identified here:
 - A. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
 - B. Purchases (not unit cost) totaling less than \$3,000 may be purchased with prudence on the open market.
 - C. Purchases (not unit cost) estimated to cost between \$3,000 but less than \$24,999, shall be competitively bid, but need not be solicited by mail or advertisement.
 - D. Purchases (not unit cost) with an estimated expenditure of \$25,000 or over shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
 - E. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
 - i. Sole source procurement by a unit of government on amounts greater than \$3,000 requires prior approval from the Missouri Department of Public Safety.
 - ii. Sole source procurement of items costing \$100,000 or more requires prior approval from the U.S. Department of Justice, which must be obtained by the Missouri Department of Public Safety.
8. **Buy American:** The Sub-recipient acknowledges Sections 34.350-34.359 RSMo regarding the Domestic Product Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American mandate in Section 34.353 RSMo are met.
9. **Buy Missouri:** The Sub-recipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the state of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or

better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.

10. **Debarment:** This certification is required by Executive Order 12549, Debarment and Suspensions, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510.

The Sub-recipient certifies that it and its principles:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three-year period preceding this application 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 records, 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 B of this certification; and
 - D. Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default
11. **Audit:** The Sub-recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. This guidance states that non-federal entities that expend \$500,000 or more in federal funds (from all sources including pass-through sub-awards) in the agency's fiscal year (12-month turnaround reporting period) shall have a single organization wide audit conducted in accordance with the provisions as further described in the OJP Financial Guide, Chapter 3.19, Audit Requirements. The Sub-recipient assures it shall submit a copy of the financial audit report to the Missouri Department of Public Safety if it has met or exceeded this federal threshold.
12. **Termination of Award:** The Missouri Department of Public Safety, Office of the Director, reserves the right to terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the Sub-recipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Sub-recipient under the contract shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri.
- In the event that the Missouri Department of Public Safety determines that a Sub-recipient is operating in a manner inconsistent with the provisions of the application or is failing to comply with the applicable regulations, the Missouri Department of Public Safety may permanently or temporarily terminate the contract. In the event a contract is permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the contract funds remaining or an amount equal to the portion of the contract funds wrongfully used.
13. **Enforceability:** If a Contractor fails to comply with all applicable federal and state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.
14. **Compensation:** The Sub-recipient understands that funds may not be used to pay cash compensation (salary plus bonuses) to any employee of this grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System. The Sub-recipient understands it may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.

Programmatic:

1. **Time Records Requirement:** The Sub-recipient assures that all project personnel funded through this contract will maintain timesheets that detail 100% of their time along with the activities/services provided. These timesheets must be provided to the Missouri Department of Public Safety upon request.
2. **Bulletproof Vests:** The Sub-recipient understands if monies are requested and awarded for the purchase of bulletproof vests that JAG funds may be used to purchase vests, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program. Further, the Sub-recipient understands that bulletproof vests purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards. In addition, bulletproof vests purchased with JAG funds must be American-made. The latest NIJ standard information can be found at <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
3. **Bulletproof Vest Policy:** The Sub-recipient understands if monies are requested and awarded for the purchase of bulletproof vests that the law enforcement agency must have a written "mandatory wear" policy in effect. Per BJA, there are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. **The Sub-recipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of acceptance of the award.**
4. **Criminal Intelligence Systems:** The Sub-recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation.
5. **Duplication of Networks:** The Sub-recipient assures that all equipment/software requested and purchased under this contract application must be compatible with the statewide system. All software, if applicable, must be compatible with the statewide criminal records system. All communication devices, if applicable, must be capable of operating in accordance with the guidelines established by the Missouri Homeland Security Advisory Council.
6. **Mitigation Plan:** The Sub-recipient agrees to fully comply with the Missouri Department of Public Safety's Mitigation Plan for Clandestine Methamphetamine Laboratory Enforcement Operations, where such grant-funded project is for a drug task force. No monies from this award may be obligated to support methamphetamine lab operations unless the Sub-recipient agrees to this special condition and fully participates in implementation of the Mitigation Plan.
7. **NEPA:** The Sub-recipient agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly or indirectly. Accordingly, the Sub-recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the Sub-recipient agrees to contact the Missouri Department of Public Safety.

The Sub-recipient understands this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity being conducted by the Sub-recipient or any third party, and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- A. New construction;
- B. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- C. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and,
- D. Implementation of a new program involving the use of chemicals other than chemicals that are a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

- E. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.
8. **Data Reporting Requirements:** The Sub-recipient agrees to complete and submit any data or statistical reports required for this program as outlined in the JAG Solicitation. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the contract.
9. **Drug Task Force Training:** The Sub-recipients agrees to complete, where applicable, the online task force training provided free of charge through BJA's Center for Task Force Integrity and Leadership and submit a copy of each curriculum certificate upon completion and within the stated timeframe as outlined in the JAG Solicitation. The training is intended for the task force commander, agency executive, task force officers, and other task force members of equivalent rank.

The Sub-recipient Authorized Official and Sub-recipient Project Director hereby certifies, by signature, the terms and conditions specified or incorporated by reference herein, including those stated in the funding opportunity solicitation.

Michael Sanders

Sub-recipient Authorized Official Name

Sub-recipient Authorized Official Signature

Date

Bryon Price

Sub-recipient Project Director Name

Sub-recipient Project Director Signature

Date

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$34,004.00 from the undesignated fund balance of the 2015 Grant Fund, in acceptance of the Sheriff's Office's "Hazardous Moving Violation Enforcement" grant awarded by the Missouri Department of Transportation, Traffic and Highway Safety Division, and authorizing the County Executive to execute a contract with the Missouri Traffic and Highway Safety Division for the expenditure of grant funds.

ORDINANCE NO. 4787, October 12, 2015

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Missouri Department of Transportation, Traffic and Highway Safety Division, has awarded the Sheriff's Office a "Hazardous Moving Violation Overtime Enforcement – L.E.T.S.A.C. Training Project" grant in the amount of \$34,004.00 for the grant period of October 1, 2015, through September 30, 2016; and,

WHEREAS, through this grant funding, the Sheriff's Office is better able to effectively monitor neighborhoods where aggressive driving complaints are called in by the community, and to provide for five law enforcement deputies and one traffic analyst to attend the annual Law Enforcement Traffic Safety Advisory Council (L.E.T.S.A.C.); and,

WHEREAS, the Sheriff recommends the use of the grant funds for reimbursement of overtime used for conducting hazardous moving violations enforcement at various locations throughout the County and to provide for the additional L.E.T.S.A.C. training; 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 2015 Grant Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund Hazardous Moving Violations			
010-4234	45402 - Increase Revenues	\$34,004	
010-2810	Undesignated Fund Balance		\$34,004
010-2810	Undesignated Fund Balance	\$34,004	
010-4234	55030 - Overtime		\$27,408
010-4234	55040 - FICA		\$ 2,096
010-4234	56140 – Travel		\$ 3,450
010-4234	56750 – Education		\$ 1,050

and,

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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 4787 introduced on October 12, 2015, was duly passed on _____, 2015 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. 4787.

Date

Michael D. Sanders, County Executive

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

ACCOUNT NUMBER: 010 2810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$34,004.00



Date



Director of Finance and Purchasing

Missouri Department of Transportation

Traffic and Highway Safety

830 MoDOT Drive
P.O. Box 270
Jefferson City, MO 65102
573-751-4161
1-800-800-2358
Fax: 573-634-5977

August 11, 2015

Sheriff Mike Sharp
Jackson County Sheriff's Office
4001 NE Lakewood Court
Lee's Summit, MO 64064-1703

Dear Sheriff Sharp:

Enclosed is a contract between the Traffic and Highway Safety Division and the Jackson County Sheriff's Office for a HMV - L.E.T.S.A.C Training project.


The project obligates \$34,004.00 in federal funds for the period October 01, 2015 through September 30, 2016. All expenditures should be claimed against project #16-PT-02-050.

Please review this contract carefully for any discrepancies or questions. If acceptable, have the appropriate individuals sign the Contract Cover Page and have the Project Director **initial at the bottom of each page** to indicate that he/she has reviewed the contract. The Authorizing Official and Project Director signatures on the contract must be signed by two separate individuals. After signing, please return all pages of the contract to the Traffic and Highway Safety Division.

This contract does not become effective until the Highway Safety Director has approved and signed it. No costs can be incurred by your agency prior to the Director's approval. Once the Director approves the contract, a fully executed copy will be returned to your agency.

If you have any questions concerning the project activity or reimbursement procedures, please contact Marcus Holmes, Intermediate System Management Specialist at 573-751-5408. We look forward to working with you and your staff.

Sincerely,



Bill Whitfield
Highway Safety Director

Enclosure



CONTRACT**Ord. 4787**

Form HS-1

Revision Reason: Budget Decrease

Version: 3

05/26/2015

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

Project Title: HMV - L.E.T.S.A.C Training
Project Number: 16-PT-02-050
Project Category: Police Traffic Services
Program Area: Police Traffic Services

Funding Source: 402 / 20.600

Name of Grantee
Jackson County Sheriff's Office

Type of Project: Initial

Grantee County
Jackson

Started: 10/01/2015

Federal Funds Benefiting

State:

Local: \$34,004.00

Total: \$34,004.00

Grantee Address
4001 NE Lakewood Court

Lee's Summit, MO 64064-1703

Source of Funds

Federal: \$34,004.00

State:

Local: \$0.00

Total: \$34,004.00

Telephone	Fax
816-524-4302	816-795-1969

Contract Period

Effective: 10/01/2015

Through: 09/30/2016

Prepared By
Holmes, Marcus

Authorizing Official

Date

Project Director

Date

Highway Safety Director

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 \$34,004.00**; 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 GRANTEE AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

I. RELATIONSHIP: The relationship of the Grantee to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Grantee 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 Grantee.

II. EQUIPMENT

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

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

B. DISPOSITION: The Grantee 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. Grantee 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 grantee's previous twelve months authorized strength.

III. FISCAL RESPONSIBILITY

A. MAINTENANCE OF RECORDS: The Grantee agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Grantee further agrees that the Missouri Department of Transportation (MoDOT) Traffic and Highway Safety (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 Grantee pertaining to this contract and further agrees to maintain such books and records for three years after the date of final project disposition.

B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE: The MHTC agrees to reimburse the Grantee 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 Grantee, 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 contracting official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Final payment is contingent upon receipt of final voucher. **AUDITS:** Grantee will be responsible for the required supporting documentation no later than 30 days after the end of the contract period.

C. ACCOUNTING: The Grantee 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 Grantee must document the following: (1) Receipt of federal funds, (2) date and amount paid to officers, (3) officer'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: If the Grantee expends five hundred thousand dollars (\$500,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. 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. Subject to the requirements of OMB Circular A-133, if the Grantee expends less than five hundred thousand dollars (\$500,000) a year, the Grantee may be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities. 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.

IV. TERMINATION: If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Grantee 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 Grantee 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 Grantee or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Grantee or its subcontractor under the provisions of this contract. The Grantee 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.

V. STATUTORY REQUIREMENTS

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

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. Statewide Traffic Accident Records System (STARS) 43.250 RSMo—Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
4. Uniform Crime Reporting RSMo 43.505—Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
5. Racial Profiling RSMo 590.650—Law enforcement agency to file a report to the Attorney General each calendar year.

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B. US DOT AND OMB REGULATIONS: The United States Department of Transportation's (US DOT) common grant rules at 2 CFR Part 1201, adopted the Office of Management and Budget's (OMB) revised Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200 with DOT-specific deviations. The regulations at 2 CFR Parts 200 and 1201 supersede requirements from 23 CFR Parts 18 and 19 and OMB Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122, and A-133, beginning with the federal fiscal year 2016 highway safety grants. The Grantee shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016; starting October 1, 2015. Further guidance on these new regulations will be provided by MHTC when it becomes available. If US DOT guidance necessitates significant changes in this contract, MHTC and Grantee will enter into a contract amendment to ensure all parties are in compliance with the new regulations contained in 2 CFR Part 200 and 1201.

VI. 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 Traffic and Highway Safety funding supported this effort. Examples may include, but are not limited to print materials; incentive items; 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.

VII. INDEMNIFICATION: Option 1 below only applies to Cities, Counties and political subdivisions 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 Grantee 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 Grantee's wrongful or negligent performance of its obligations under this Agreement.

B. The Grantee will require any contractor procured by the Grantee 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 Grantee 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 Grantee's performance of its obligations under this Agreement.

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

IX. MHTC REPRESENTATIVE: The MoDOT Traffic and Highway Safety 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.

X. ASSIGNMENT: The Grantee shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

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

XII. 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.

XIII. 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.

XIV. NONSEGREGATED FACILITIES

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

XV. FUNDING ORIGINATION AND AUDIT INFORMATION

The National Highway Traffic Safety Administration (NHTSA) funds the following program areas:

Section	CFDA#	Program Title
402	20.600	State and Community Highway Safety Programs
410	20.601	Alcohol-Impaired Driving Countermeasures Incentive Grants I
154	20.607	Alcohol Open Container Requirements
164	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated
408	20.610	State Traffic Safety Information System Improvement Grants
1906	20.611	Incentive Grant Program to Prohibit Racial Profiling
2010	20.612	Incentive Grant Program to Increase Motorcyclist Safety
2011	20.613	Child Safety and Child Booster Seats Incentive Grant

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405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs

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

XVII. 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. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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

The State will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee'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 grantee'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:
 1. Abide by the terms of the statement.
 2. 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 (d)(2) 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 (d)(2), with respect to any employee who is so convicted:
 1. Taking appropriate personnel action against such an employee, up to and including termination.
 2. 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.

XIX. BUY AMERICA ACT

(applies to subrecipients as well as States)

The State will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases 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. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

XX. 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.

XXI. 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:

1. 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 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. 2. 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. 3. 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 With Federal Register /Vol. 78, No. 15 /Wednesday, January 23, 2013 /Rules and Regulations 5027 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.

XXII. 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.

XXIII. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. 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.
3. 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.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "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.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. 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.

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10. Except for transactions authorized under paragraph 6 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 this transaction for cause or default. *Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions*

a. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

- (i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (ii) 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;
- (iii) 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
- (iv) 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.

b. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. 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.
3. The prospective lower tier participant shall provide immediate written notice to the person to which 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.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. 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.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause with 5028 Federal Register / Vol. 78, No. 15 / Wednesday, January 23, 2013 / Rules and Regulations "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. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. 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.
9. Except for transactions authorized under paragraph 5 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 and/or debarment.

XXIV. 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.

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING:

Agencies 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 at least 30 days prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda or syllabus. Any changes to the course schedule must have prior approval from the MHTC.

B. Evaluation will be a 2-step process to include:

1. Student Evaluation of the training
 - a. 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.
 - b. The evaluation form must be developed by the grantee and approved by the MHTC prior to use.
2. Instructor evaluation of the students' comprehension and understanding of the material presented.

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C. The grantee must provide a sign-up sheet for every class—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. Name of attendees
4. Signature of attendees
5. Business address, telephone number and/or email address of each attendee

D. Every effort should be made to enroll a minimum of fifteen (15) students per class.

E. Copies of the student evaluations, instructor evaluations, number of students enrolled/number of students attending, and participant sign-up sheets must be submitted to MHTC not later than thirty (30) days after the training has been conducted.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY:

A. PROBLEM IDENTIFICATION

Agency 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 agency 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 and encouraged 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. Agency should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report Form*.
5. Agency is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Traffic and Highway Safety Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, impaired driving campaign, youth seat belt enforcement campaign, quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: www.modot.mo.gov/safety.
6. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.
7. The Grantee 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 Grantee will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

C. PARTNERSHIPS

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

D. ALLOWABLE COSTS

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

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

E. DRUNK DRIVING ENFORCEMENT PROJECTS

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

F. SOBRIETY CHECKPOINTS

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

PROBLEM IDENTIFICATION

Hazardous Moving Violations (HMV) also known as aggressive driving is a serious problem on Missouri's roadways and has contributed substantially to traffic crashes, especially crashes resulting in death. Aggressive drivers are defined within Missouri's Blueprint to SAVE MORE LIVES as, "drivers of motorized vehicles who committed one or more of the following violations which contributed to the cause of a traffic crash: speeding; driving too fast for conditions; and/or following too close."

Aggressive drivers not only put their own lives at risk, but the lives of others as well. Of the 959 people killed, 67.4% were the aggressive driver and the other 32.6% were some other party in the incident. Of the 5,617 seriously injured, slightly more than one-half (53.2%) were the aggressive drivers and nearly one-half (46.8%) being some other person involved. According to the Missouri State Highway Patrol Crash Statistics, there were 60,297 motor vehicle crashes investigated by all law enforcement agencies in Jackson County from 2011-2013 with 49,304 occurring in the city of Kansas City. Out of the 60,297 crashes investigated, 1,608 resulted in disabling injury and 206 if the crashes resulted in fatalities.

Of the crashes that resulted in disabling injury and death, 28% had a contributing factor of speed, 19% had a contributing factor of distracted/inattention, 12% had a contributing factor of failed to yield, 16% had a contributing factor of lane usage/change/signal, and 5% had a contributing factor of following too close.

Jackson County and the cities of Kansas City, Independence and Lee's Summit, consistently have problems with speed-involved crashes. The following shows comparative analysis of where Jackson County and the cities of Kansas City, Independence, and Lee's Summit rank as compared to other counties and cities in Missouri for speed-involved crashes.

Speed involved crashes:

Jackson County - 2nd in the state
Kansas City - 1st in the state
Independence - 4th in the state
Lee's Summit - 6th in the state

Disabling injury - speed involved:

Jackson County - 1st in state
Kansas City - 1st in the state
Independence - 3rd in the state
Lee's Summit - 5th in the state

Fatal speed-involved crashes:

Jackson County - 1st in the state
Kansas City - 1st in the state
Independence - 6th in the state
Lee's Summit - 7th in the state

The top six high crash locations in Jackson County are I-70 and I-435, 39th St. and MO-291 Hwy, 50 Hwy and 150 Hwy, Noland Rd and I-70, I-70 and MO-7 Hwy., US-40 Hwy and MO-7 Hwy.

Speed involved high crash days of the week and time of the day are Monday through Friday 7am - 9am and 2pm -7pm

Hazardous moving violations continue to be a problem in Jackson County. In 2014, Jackson County Sheriff's Office conducted 11,500 motor vehicle stops. The department issued 2,360 citations for speeding and 854 citations for hazardous moving infractions, including four (4) following too close, fifty-nine (59) fail to yield, one hundred-fifty seven (157) careless and Imprudent; fifty-five (55) citations for child restraint and two hundred thirty-nine (239) seat belt violations, eight hundred and eleven (811) citations issued to driving while suspended / revoked and three hundred fifty-four (354) drivers issued driving without valid driver license, and 1,604 citations for failing to maintain financial responsibility / insurance. Jackson County Sheriff's Office issued over 10,277 citations in 2014.

GOALS/OBJECTIVES

In 2011-2013, there were 419,658 traffic crashes in Missouri - 15.4% involved speeding. Correlating with the national data, Missouri's problem is also more significant when examining fatal crashes—of the 2,161 fatal crashes, 38.3% involved drivers who were speeding.

Goal #1:

To decrease HMV / aggressive driving related fatalities to:

- 314 by 2013
- 299 by 2014
- 288 by 2015
- 270 by 2016

Performance Measure:

- Number of HMV / aggressive driving-related fatalities

Benchmark:

- 2013 aggressive driving-related fatalities = 308

Goal #2:

To decrease speed-related fatalities to:

- 299 by 2013
- 285 by 2014
- 272 by 2015
- 258 by 2016

Performance Measure:

- Number of speed-related fatalities

Benchmark:

- 2013 speed-related fatalities = 302

Objective:

Develop and implement a plan that focuses on hazardous moving violations (such as speeding, following too closely, driving too fast for conditions, red-light running, improper lane changes, and failure to yield) at high crash locations and corridors.

Objectives:

1. Targeted population - all drivers.
2. Enforcement locations - Target roadways which Missouri STARS data indicates as crash site corridors and areas where speed and other HMV driving behavior have occurred and been reported. Including but not limited to Interstate - 70, 435, 470, and 71; US Highways 24, 40, 71, 50; State Highways Mo-7, Mo-291, Mo-78, Mo-50, Mo-350, Mo-AA and Mo-BB. Some of these Highways are reported by an alternate name as it passes through cities. 23rd St., Truman Rd., Independence Ave. are city streets that have a major amounts of traffic that result in crashes. Some of the locations are 39th St, Lee Summit Rd. in Independence, 47th, 75th St., Troost, Main St., in Kansas City; Blue Ridge Blvd, Blue Pkwy. Adams Dairy, Little Blue Pkwy. The County has jurisdiction throughout the cities and unincorporated areas and can enforce county ordinances and state laws on all roadways within the boundary of the county.
3. Number of Officers assigned to each enforcement period - ideally operating as a Wolf Pack is more productive and increases the ever increasing need for Officer Safety. So we would look to average 6 officers per enforcement event. With an increasing number for special activities - Aggressive Driving, Distracted/Inattentive Driving Enforcement Campaigns.
4. Days of the week selected - peak days - Thursday, Friday, Monday for Speeding enforcement and Friday, Tuesday, Wednesday and Monday being the peak days for Distracted Involved crashes, with the discretion of activity planned by the DWI / Traffic Safety Unit Supervisor.
5. Duration of Enforcement - 4 - 8 hours depending on the enforcement activity planned by the DWI / Traffic Safety Unit Supervisor.
6. Months selected for enforcement periods. Special attention in May for Distracted Driving and the months of January, February, and December for the speed involved crash problems. Additional enforcement activity will be planned by the DWI /

Traffic Safety Unit Supervisor based on past history of HMV violation and public complaints.

7. Equipment, promotional or supply items requested - none.

8. Number of non-law enforcement personnel per enforcement activity - for some enforcement activities it is requested that there be a command center set up centrally located in the targeted area, for data processing, where there is a need for a civilian county employee to maintain and operate the command center location and access the Dept of Revenue, DWITS and REGIS systems for accurate information relating to the vehicles and drivers involved in the stops; 2 - 3 civilians in this capacity per enforcement.

9. Additional projects description narrative:

a. HMV - Aggressive Driving Patrols - using resources of and participating with the Jackson County Traffic Safety Task Force, as well as overtime enforcement to monitor during Aggressive Driving Campaigns, including but not limited to the MoDOT supplied Traffic Safety Trailer and equipment there in.

b. HMV Saturation Patrols/Wolf Packs - participating as overtime enforcement targeting areas supported by STARS Crash Data of Speed related crashes, complaints of HMV activity, and Sheriff's office enforcement activity data from previous year.

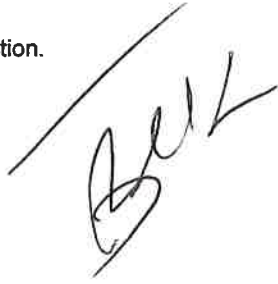
c. Educational projects - deputies and non law enforcement personnel are made available to make presentations to the Junior Deputy Program, at area schools, Citizen Police Academies, Neighborhood Watch, private corporations, Public Service, etc.

d. The use of these Saturation Patrols/Wolf Pack to act as a concentration of law enforcement as a highly visible means of educating the general public to our goal of making the roadways safer by discouraging poor choices resulting in hazardous, aggressive, distractive driving habits that can lead to crashes.

10. Request funding for the five member DWI / Traffic Safety Unit and Traffic Analyst to attend the LETSAC conference in July, 2016 as this is an opportunity to keep current with changes in laws, educational training, grant processing, ethics, and opportunity to brainstorm ideas to make our roadways safer for travelers and law enforcement agency personnel, bringing down the number of fatalities in our state and in our county.

PROJECT DESCRIPTION

Project Description information will be captured in the supplemental section.

A handwritten signature or set of initials, possibly reading 'Buk', is written in black ink. It consists of a large, stylized 'B' followed by a 'u' and a 'k'.

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
SECTION 1: Internal Safety Policies	
1 Does your agency have an internal safety belt policy for all personnel?	Yes
2 Does your agency report racial profiling data annually?	Yes
3 Does your agency report to STARS?	Yes
4 Does your agency report UCR information annually?	Yes
5 Has 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
6 Please explain any NO answer(s) to questions 1-4:	
SECTION 2: Traffic Violations	
7 Total number of DWI violations written.	160
8 Total number of speeding violations written.	3867
9 Total number of HMV violations written.	1892
10 Total number of child safety/booster seat violations written.	59
11 Total number of safety belt violations written.	347
12 Total number of sobriety checkpoints hosted.	0
SECTION 3: Traffic Crashes	
13 Total number of traffic crashes.	60,297
14 Total number of traffic crashes resulting in a fatality.	206
15 Total number of traffic crashes resulting in a serious injury.	1608
16 Total number of speed-related traffic crashes.	8,428
17 Total number of speed-related traffic crashes resulting in a fatality.	83
18 Total number of speed-related traffic crashes resulting in a serious injury.	428
19 Total number of alcohol-related traffic crashes.	2,148
20 Total number of alcohol-related traffic crashes resulting in a fatality.	48



21	Total number of alcohol-related traffic crashes resulting in a serious injury.	190
22	Total number of unbuckled fatalities.	86
23	Total number of unbuckled serious injuries.	330

24	Total number of commissioned law enforcement officers.	99
25	Total number of commissioned patrol and traffic officers.	31
26	Total number of commissioned law enforcement officers available for overtime enforcement.	90
27	Total number of vehicles available for enforcement.	56
28	Total number of radars/lasers.	20
29	Total number of in-car video cameras.	30
30	Total number of PBT's.	15
31	Total number of Breathalyzers.	4

32 Identify the primary enforcement locations.

Interstate: I-70, I-435, I-470 and I-49
 US Highways: US-24, US-40, US-71 and U-50
 MO State Highways: MO-78, MO-AA, MO-BB, MO-291, MO-7, MO-350 and MO-150 (including Lee's Summit area)
 Kansas City Streets: Blue Ridge, , 77th, 75th, Troost
 Independence Streets: 39th, Lee's Summit Rd., 23rd, Noland and Little Blue Pkwy
 County Roads: Pink Hill and Wood's Chapel,

33 Enter the months in which enforcement will be conducted.

All months with emphasis on May, January, April as well as the summer months.

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

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

All days will be optional with emphasis on Thursday, Friday, and Monday.

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

Distracted driving crashes begin at 2 pm and peaks during the 5 pm hours then leveling back by 7pm. The crashes involving speed correspond more with the "rush hour" traffic: 7 - 9 am and 3 - 6 pm. There will also be emphasis during special events and enforcement and special assignments.

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

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

N/A

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

Evaluation results will be used to determine:

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

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

ADDITIONAL FUNDING SOURCES

HMV Enforcement \$25,000.01 #15-PT-02-039 Oct. 1, 2014-Sept 30, 2015
DWI Wolf Pack \$40,000.45 #15-154-AL-042 Oct. 1, 2014-Sept 30, 2015
DWI/Traffic Safety Unit Salary \$160,255.22 #15-154-AL-041 Oct. 1, 2014-Sept 30, 2015
Sobriety Ckpt \$50,000.21 #15-154-AL-040 Oct. 1, 2014-Sept 30, 2015
Deputy Sheriff Salary Supplementation Fund #2015-DSSSF-042 July 1, 2014 - June 30, 2015
HIDTA #G14MW0003A Jan 1, 2014 - Dec. 31, 2015
MoDOT Work Zone \$15,000.00 #CWZEA51Z July 1, 2014 - Dec. 31, 2015
KC Gang Task Force MOU (no amount given) ongoing
HIDTA #G14MW0003A Jan 1, 2014 - Dec. 31, 2015
DWI Traffic Equip. and Supplies 15-154-AL-052 Oct. 1, 2014-Sept 30, 2015
National Bioterrorism Hospital Preparedness Program ASPR FY 2013M 77110
Homeland Security Grant Program (no other information available)

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and Fringe	2 enforcements monthly with 8 officers for 8 hours = 1536 hours law enforcement \$35.00 average overtime + FICA = 37.67	1.00	\$24,259.00	\$24,259.00	\$0.00	\$24,259.00
	Overtime and Fringe	Non law enforcement personnel working 2 enforcements per month 2 civilian personnel working 8 hrs = 384 overtime hours overtime pay rate average for non law enforcement \$26.00 + FICA = 27.98	1.00	\$5,245.00	\$5,245.00	\$0.00	\$5,245.00
					\$29,504.00	\$0.00	\$29,504.00
Training							
	Professional Development	5 law enforcement members and 1 traffic analyst (non law enforcement personnel) to attend LETSAC	6.00	\$750.00	\$4,500.00	\$0.00	\$4,500.00
					\$4,500.00	\$0.00	\$4,500.00
Total Contract					\$34,004.00	\$0.00	\$34,004.00

ATTACHMENTS

Document Type
WORD

Description
County Authorization Form

Original File Name
4191_001.pdf

Date Added
03/02/2015

A handwritten signature in black ink, appearing to be 'J. H. Smith', is written over the 'Date Added' field and extends into the right margin.



Traffic and Highway Safety Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

COUNTY AUTHORIZATION

On Mar 2, 2015 the County Administration of Jackson
County discussed participation in Missouri's Highway Safety Program.

It is agreed the County should participate in Missouri's Highway Safety Program.
It is further agreed the County Sheriff will investigate the possibilities of attaining
financial assistance from the Highway Safety Division.

When funding from the Highway Safety Division is no longer available, the local
government entity agrees to make a dedicated attempt to continue support for
this traffic safety effort.

Michael D. Sanders

Authorizing Official

Signature of Authorizing Official

County Executive
Title of Authorizing Official

APPROVED AS TO FORM

County Counselor

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 4787

Sponsor(s): Alfred Jordan

Date: October 12, 2015

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Jackson County Sheriff's Office Hazardous Moving Violation Overtime Enforcement – L.E.T.S.A.C Training Project. An ordinance to appropriate \$34,004.00 from the Undesignated Fund Balance and to authorize the County Executive to execute an agreement with the Missouri Traffic and Highway Safety Division, in acceptance of a grant awarded by the Missouri Department of Transportation to the Sheriff's Office.</p>																				
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="315 617 1198 1146"><tr><td>Amount authorized by this legislation this fiscal year:</td><td>\$34,004.00</td></tr><tr><td>Amount previously authorized this fiscal year:</td><td>\$</td></tr><tr><td>Total amount authorized after this legislative action:</td><td>\$34,004.00</td></tr><tr><td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr><tr><td>Source of funding (name of fund) and account code number;</td><td>FROM ACCT</td></tr><tr><td>FROM Grant Fund – 010; Undesignated Fund Balance – 2810</td><td>\$34,004.00</td></tr><tr><td>TO: Grant Fund – 010 HMV-LETSAC – 4234 Overtime – 55030</td><td>TO ACCT \$27,408.00</td></tr><tr><td>FICA – 55040</td><td>\$ 2,096.00</td></tr><tr><td>Travel – 56140</td><td>\$3,450.00</td></tr><tr><td>Education – 56750</td><td>\$1,050.00</td></tr></table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): \$25,000.01 Prior Year Actual Amount Spent: \$4,791.81 (continues to be used/billed through September 30, 2015)</p>	Amount authorized by this legislation this fiscal year:	\$34,004.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$34,004.00	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number;	FROM ACCT	FROM Grant Fund – 010; Undesignated Fund Balance – 2810	\$34,004.00	TO: Grant Fund – 010 HMV-LETSAC – 4234 Overtime – 55030	TO ACCT \$27,408.00	FICA – 55040	\$ 2,096.00	Travel – 56140	\$3,450.00	Education – 56750	\$1,050.00
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Travel – 56140	\$3,450.00																				
Education – 56750	\$1,050.00																				
PRIOR LEGISLATION	<p>Prior ordinances and (date): 4663 - September 22, 2014</p> <p>Prior resolutions and (date):</p>																				
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Beverly Smith, Traffic Analyst (816)541-8017 ext.72240</p>																				
REQUEST SUMMARY	<p>Accept and appropriate \$34,004.00 from the Undesignated fund Balance for the Jackson County Sheriff's HMV Overtime Enforcement – L.E.T.S.A.C Training Project #16-PT-02-050 and to authorize the County Executive to execute an agreement with the Traffic and Highway Safety Division of the Missouri Department of Transportation.</p> <p>The grant is awarded in the amount of \$34,004.00 and requires no Matching Local Funds.</p>																				

	<p>The term of the grant is October 1, 2015 through September 30, 2016.</p> <p>There continues to be a need to provide the county with the high visibility of additional law enforcement deputies to reduce injuries and fatalities due to the Distracted Drivers, Impaired Drivers and the drivers' using poor driving habits such as Speeding and Following Too Close. We have requested this overtime funding to support the additional enforcement and provide the opportunity to send five (5) law enforcement deputies and one (1) Traffic Analyst to the annual LETSAC training.</p> <p>Please appropriate \$34,004.00 as follows:</p> <table> <tr> <td>Overtime – 55030</td><td>\$27,408.00</td></tr> <tr> <td>FICA (0.0765) – 55040</td><td>2,098.00</td></tr> <tr> <td>Travel – 56140</td><td>3,450.00</td></tr> <tr> <td>Education - 56750</td><td><u>1,050.00</u></td></tr> <tr> <td>Total</td><td>\$34,004.00</td></tr> </table>		Overtime – 55030	\$27,408.00	FICA (0.0765) – 55040	2,098.00	Travel – 56140	3,450.00	Education - 56750	<u>1,050.00</u>	Total	\$34,004.00
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Travel – 56140	3,450.00											
Education - 56750	<u>1,050.00</u>											
Total	\$34,004.00											
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)											
ATTACHMENTS	Three (3) original HMV Overtime Enforcement – L.E.T.S.A.C Training contracts project #16-PT-02-050 and one (1) copy of accompanying announcement letter.											
REVIEW	Department Director:	Date:										
	Finance (Budget Approval): <i>If applicable</i>	Date:										
	Division Manager:	Date:										
	County Counselor's Office:	Date:										

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

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

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Grant Fund – Undesignated Fund Balance	\$34,004.00

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

	<p>The term of the grant is October 1, 2015 through September 30, 2016.</p> <p>There continues to be a need to provide the county with the high visibility of additional law enforcement deputies to reduce injuries and fatalities due to the Distracted Drivers, Impaired Drivers and the drivers' using poor driving habits such as Speeding and Following Too Close. We have requested this overtime funding to support the additional enforcement and provide the opportunity to send five (5) law enforcement deputies and one (1) Traffic Analyst to the annual LETSAC training.</p> <p>Please appropriate \$34,004.00 as follows:</p> <table> <tr> <td>Overtime – 55030</td><td>\$27,408.00</td></tr> <tr> <td>FICA (0.0765) – 55040</td><td>2,098.00</td></tr> <tr> <td>Travel – 56140</td><td>3,450.00</td></tr> <tr> <td>Education - 56750</td><td><u>1,050.00</u></td></tr> <tr> <td>Total</td><td>\$34,004.00</td></tr> </table>	Overtime – 55030	\$27,408.00	FICA (0.0765) – 55040	2,098.00	Travel – 56140	3,450.00	Education - 56750	<u>1,050.00</u>	Total	\$34,004.00
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REVIEW	<table> <tr> <td>Department Director:</td><td>Date: 9/16/2015 -</td></tr> <tr> <td>Finance (Budget Approval): If applicable</td><td>Date: 7 Oct 2015</td></tr> <tr> <td>Division Managers:</td><td>Date: 9/18/15</td></tr> <tr> <td>County Counselor's Office:</td><td>Date:</td></tr> </table>	Department Director:	Date: 9/16/2015 -	Finance (Budget Approval): If applicable	Date: 7 Oct 2015	Division Managers:	Date: 9/18/15	County Counselor's Office:	Date:		
Department Director:	Date: 9/16/2015 -										
Finance (Budget Approval): If applicable	Date: 7 Oct 2015										
Division Managers:	Date: 9/18/15										
County Counselor's Office:	Date:										

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

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

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Grant Fund – Undesignated Fund Balance	\$34,004.00


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

Supplemental Appropriation Request Jackson County, Missouri

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

Date: September 30, 2015

ORD # 4787

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
<u>Grant Fund - 010</u>			
<u>4234-Hazardous Moving Violations</u>	<u>45402 - Increase Revenues</u>	<u>34,004</u>	
<u>2810</u>	<u>Undesignated Fund Balance</u>		<u>34,004</u>
<u>4234-Hazardous Moving Violations</u>	<u>55030-Overtime</u>		<u>27,408</u>
<u>4234-Hazardous Moving Violations</u>	<u>55040-FICA</u>		<u>2,096</u>
<u>4234-Hazardous Moving Violations</u>	<u>56140-Travel</u>		<u>3,450</u>
<u>4234-Hazardous Moving Violations</u>	<u>56750-Education</u>		<u>1,050</u>
 <u>Budgeting</u>		<u>-</u>	<u>34,004</u>

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$25,000.00 from the undesignated fund balance of the 2015 Grant Fund in acceptance of the Sheriff's Office's DWI Enforcement Wolf Pack/Saturation Patrol grant awarded by the Missouri Department of Transportation, Traffic and Highway Safety Division, and authorizing the County Executive to execute a contract with the Missouri Traffic and Highway Safety Division for the expenditure of grant funds.

ORDINANCE NO. 4788, October 12, 2015

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Missouri Department of Transportation, Traffic and Highway Safety Division, has awarded the Sheriff's Office a DWI Enforcement Wolf Pack/Saturation Patrol grant in the amount of \$25,000.00, for the grant period of October 1, 2015, through September 30, 2016; and,

WHEREAS, these grant funds are used for the reimbursement of overtime for DWI enforcements to operate saturation patrols throughout Jackson County and to participate in multijurisdictional projects with other agencies within the County Traffic Safety Task Force; 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 2015 Grant Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund			
Wolf Pack Saturation			
010-4254	45430 - Increase Revenues	\$25,000	
010-2810	Undesignated Fund Balance		\$25,000
010-2810	Undesignated Fund Balance	\$25,000	
010-4254	55030 - Overtime		\$23,223
010-4254	55040 - FICA		\$ 1,777

and,

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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 4788 introduced on October 12, 2015, was duly passed on _____, 2015 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. 4788.

Date

Michael D. Sanders, County Executive

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

ACCOUNT NUMBER: 010 2810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$25,000.00



Date



Director of Finance and Purchasing

Missouri Department of Transportation

830 MoDOT Drive
P.O. Box 270
Jefferson City, MO 65102
573-751-4161
1-800-800-2358
Fax: 573-634-5977

August 11, 2015

Sheriff Mike Sharp
Jackson County Sheriff's Office
4001 NE Lakewood Court
Lee's Summit, MO 64064-1703

Dear Sheriff Sharp:

Enclosed is a contract between the Traffic and Highway Safety Division and the Jackson County Sheriff's Office for a Wolf Pack/Saturation Patrol project.

The project obligates \$25,000.00 in federal funds for the period October 01, 2015 through September 30, 2016. All expenditures should be claimed against project #16-154-AL-109.

Please review this contract carefully for any discrepancies or questions. If acceptable, have the appropriate individuals sign the Contract Cover Page and have the Project Director **initial at the bottom of each page** to indicate that he/she has reviewed the contract. The Authorizing Official and Project Director signatures on the contract must be signed by two separate individuals. After signing, please return all pages of the contract to the Traffic and Highway Safety Division.

This contract does not become effective until the Highway Safety Director has approved and signed it. No costs can be incurred by your agency prior to the Director's approval. Once the Director approves the contract, a fully executed copy will be returned to your agency.

If you have any questions concerning the project activity or reimbursement procedures, please contact Marcus Holmes, Intermediate System Management Specialist at 573-751-5408. We look forward to working with you and your staff.

Sincerely,



Bill Whitfield
Highway Safety Director

Enclosure



CONTRACT**Ord. 4788**

Form HS-1

Revision Reason: Other

Version: 2

05/15/2015

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

Project Title: Wolf Pack/Saturation Patrol
Project Number: 16-154-AL-109
Project Category: Transfer
Program Area: 154/164 Alcohol

Funding Source: 154 AL / 20.607

Name of Grantee
Jackson County Sheriff's Office

Type of Project: Initial

Started: 10/01/2015

Grantee County
Jackson

Federal Funds Benefiting

State:

Local: \$25,000.00

Total: \$25,000.00

Grantee Address
4001 NE Lakewood Court

Lee's Summit, MO 64064-1703

Source of Funds

Federal: \$25,000.00

State:

Local: \$0.00

Total: \$25,000.00

Telephone
816-524-4302

Fax
816-795-1969

Contract Period
Effective: 10/01/2015
Through: 09/30/2016

Prepared By
Holmes, Marcus

Authorizing Official

Date

Project Director

Date

Highway Safety Director

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 \$25,000.00**; 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 GRANTEE AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

I. RELATIONSHIP: The relationship of the Grantee to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Grantee 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 Grantee.

II. EQUIPMENT

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

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

B. DISPOSITION: The Grantee 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. Grantee 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 grantee's previous twelve months authorized strength.

III. FISCAL RESPONSIBILITY

A. MAINTENANCE OF RECORDS: The Grantee agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Grantee further agrees that the Missouri Department of Transportation (MoDOT) Traffic and Highway Safety (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 Grantee pertaining to this contract and further agrees to maintain such books and records for three years after the date of final project disposition.

B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE: The MHTC agrees to reimburse the Grantee 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 Grantee, 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 contracting official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Final payment is contingent upon receipt of final voucher. **AUDITS:** Grantee will be responsible for the required supporting documentation no later than 30 days after the end of the contract period.

C. ACCOUNTING: The Grantee 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 Grantee must document the following: (1) Receipt of federal funds, (2) date and amount paid to officers, (3) officer'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: If the Grantee expends five hundred thousand dollars (\$500,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. 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. Subject to the requirements of OMB Circular A-133, if the Grantee expends less than five hundred thousand dollars (\$500,000) a year, the Grantee may be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities. 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.

IV. TERMINATION: If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Grantee 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 Grantee 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 Grantee or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Grantee or its subcontractor under the provisions of this contract. The Grantee 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.

V. STATUTORY REQUIREMENTS

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

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. Statewide Traffic Accident Records System (STARS) 43.250 RSMo—Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
4. Uniform Crime Reporting RSMo 43.505—Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
5. Racial Profiling RSMo 590.650—Law enforcement agency to file a report to the Attorney General each calendar year.

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B. US DOT AND OMB REGULATIONS: The United States Department of Transportation's (US DOT) common grant rules at 2 CFR Part 1201, adopted the Office of Management and Budget's (OMB) revised Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200 with DOT-specific deviations. The regulations at 2 CFR Parts 200 and 1201 supersede requirements from 23 CFR Parts 18 and 19 and OMB Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122, and A-133, beginning with the federal fiscal year 2016 highway safety grants. The Grantee shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015. Further guidance on these new regulations will be provided by MHTC when it becomes available. If US DOT guidance necessitates significant changes in this contract, MHTC and Grantee will enter into a contract amendment to ensure all parties are in compliance with the new regulations contained in 2 CFR Part 200 and 1201.

VI. 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 Traffic and Highway Safety funding supported this effort. Examples may include, but are not limited to print materials; incentive items; 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.

VII. INDEMNIFICATION: Option 1 below only applies to Cities, Counties and political subdivisions 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 Grantee 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 Grantee's wrongful or negligent performance of its obligations under this Agreement.

B. The Grantee will require any contractor procured by the Grantee 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 Grantee 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 Grantee's performance of its obligations under this Agreement.

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

IX. MHTC REPRESENTATIVE: The MoDOT Traffic and Highway Safety 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.

X. ASSIGNMENT: The Grantee shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

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

XII. 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.

XIII. 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.

XIV. NONSEGREGATED FACILITIES

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

XV. FUNDING ORIGATION AND AUDIT INFORMATION

The National Highway Traffic Safety Administration (NHTSA) funds the following program areas:

Section	CFDA#	Program Title
402	20.600	State and Community Highway Safety Programs
410	20.601	Alcohol-Impaired Driving Countermeasures Incentive Grants I
154	20.607	Alcohol Open Container Requirements
164	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated
408	20.610	State Traffic Safety Information System Improvement Grants
1906	20.611	Incentive Grant Program to Prohibit Racial Profiling
2010	20.612	Incentive Grant Program to Increase Motorcyclist Safety
2011	20.613	Child Safety and Child Booster Seats Incentive Grant

405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs

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

XVII. 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. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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

The State will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee'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 grantee'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-
 - 1. Abide by the terms of the statement.
 - 2. 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 (d)(2) 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 (d)(2), with respect to any employee who is so convicted-
 - 1. Taking appropriate personnel action against such an employee, up to and including termination.
 - 2. 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.

XIX. BUY AMERICA ACT

(applies to subrecipients as well as States)

The State will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases 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. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

XX. 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.

XXI. 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:

1. 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.
2. 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.
3. 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 With Federal Register /Vol. 78, No. 15 /Wednesday, January 23, 2013 /Rules and Regulations 5027 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.

XXII. 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.

XXIII. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. 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.
3. 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.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "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.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. 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.

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10. Except for transactions authorized under paragraph 6 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 this transaction for cause or default. *Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions*

a. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

- (i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (ii) 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;
- (iii) 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
- (iv) 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.

b. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. 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.
3. The prospective lower tier participant shall provide immediate written notice to the person to which 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.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. 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.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause with 5028 Federal Register / Vol. 78, No. 15 / Wednesday, January 23, 2013 / Rules and Regulations "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. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. 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.
9. Except for transactions authorized under paragraph 5 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 and/or debarment.

XXIV. 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.

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING:

Agencies 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 at least 30 days prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda or syllabus. Any changes to the course schedule must have prior approval from the MHTC.

B. Evaluation will be a 2-step process to include:

1. Student Evaluation of the training
 - a. 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.
 - b. The evaluation form must be developed by the grantee and approved by the MHTC prior to use.
2. Instructor evaluation of the students' comprehension and understanding of the material presented.

C. The grantee must provide a sign-up sheet for every class—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. Name of attendees
4. Signature of attendees
5. Business address, telephone number and/or email address of each attendee

D. Every effort should be made to enroll a minimum of fifteen (15) students per class.

E. Copies of the student evaluations, instructor evaluations, number of students enrolled/number of students attending, and participant sign-up sheets must be submitted to MHTC not later than thirty (30) days after the training has been conducted.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY:

A. PROBLEM IDENTIFICATION

Agency 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 agency 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 and encouraged 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. Agency should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report Form*.
5. Agency is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Traffic and Highway Safety Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, impaired driving campaign, youth seat belt enforcement campaign, quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: www.modot.mo.gov/safety.
6. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.
7. The Grantee 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 Grantee will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

C. PARTNERSHIPS

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

D. ALLOWABLE COSTS

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

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

E. DRUNK DRIVING ENFORCEMENT PROJECTS

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

F. SOBRIETY CHECKPOINTS

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

PROBLEM IDENTIFICATION

Alcohol and other drugs contribute substantially to traffic crashes on Missouri's roads, particularly those resulting in death or serious injury. In the 2011-2013 period, 419,658 traffic crashes occurred in the state. Of those, 0.5% resulted in a fatality and 3.0% involved someone being seriously injured.

During the same time period, there were 20,061 traffic crashes where one or more drivers and/or pedestrians were under the influence of intoxicants and in the opinion of the investigating officer their intoxicated condition was a contributing factor to the crash. In these crashes where drivers or pedestrians were impaired by alcohol or other drugs, 717 people were killed and another 2,644 were seriously injured.

It also is important to note that substance-impaired driving is under-reported as a contributing factor in traffic crashes. This under-reporting is due to drivers undergoing injuries sustained from crashes without being tested for blood alcohol content. Also, some forms of drug impairment may not be apparent to officers on the scene. As a result, it is an even greater problem than these statistics would indicate. In addition, 87.7% of substance-impaired drivers killed also failed to wear a safety belt further compounding the problem of substance-impaired driving.

A common misconception is that substance-impaired drivers are primarily injuring and killing themselves. While that is often true, a substantial number of people killed and seriously injured in these crashes were not intoxicated by alcohol or other drugs. Their actions in these incidents probably did not contribute to the cause of the collision. Of the 717 people killed in alcohol and other drug-related traffic crashes, 69.2% were the substance-impaired driver/pedestrian and 30.8% were some other involved party. Of the 2,644 seriously injured, 61.7% were the substance-impaired drivers/pedestrians while 38.3% were other persons in the incidents.

During FY2011-2013 there were 60,297 motor vehicle crashes in Jackson County including Kansas City. Of those 60,297 crashes 2,148 were alcohol related. Of those 2,148 alcohol related crashes 48 were fatalities and 190 were disabling injuries.

Jackson County and Kansas City have consistently experienced a high percentage of drinking-involved crashes. The following shows comparative analysis of where Jackson County, Kansas City, Independence and Lee's Summit rank as compared to other cities and counties in Missouri.

Drinking-Involved Crashes:

Jackson County - 2nd in the state
Kansas City - 1st in the state
Independence - 4th in the state
Lee's Summit - 8th in the state.

Disabling Injury - Drinking Involved:

Jackson County - 1st in the state
Kansas City - 1st in the state
Independence - 2nd in the state
Lee's Summit - 5th in the state

Fatal Drinking Involved Crashes:

Jackson County - 1st in the state
Kansas City - 1st in the state
Independence - 5th in the state
Lee's Summit - 5th in the state

In 2014 the Jackson County Sheriff's Office made 160 DWI arrests. Jackson County experienced 5 fatalities and 236 injuries that involved a drinking driver.

The top seven crash locations in Jackson County are I-70 and Lee's Summit Rd., 39th St. and Little Blue Parkway, I-435 and Eastwood Trfwy, US-24 and Jennings, US-40 and Fairview, US-50 and RT F, Blue Ridge Ave. and 72nd St.

The high crash days of the week and time of the day are Friday 5pm through Monday morning 6am.

GOALS/OBJECTIVES

Goal: To decrease fatalities involving drivers with .08 BAC or greater to:

- 267 by 2013
- 255 by 2014
- 243 by 2015
- 230 by 2016

Performance Measure:

Number of fatalities involving drivers with .08 BAC or greater

Benchmark:

2012 fatalities involving drivers with .08 BAC or greater = 280

Objectives:

1. Participate in the National Impaired Driving Crackdown campaign
2. Participate in the quarterly impaired driving enforcement campaigns
3. Develop and implement a high visibility DWI enforcement plan involving saturation patrols and/or sobriety checkpoints

Objectives:

1. Targeted Population - Impaired drivers.
2. Enforcement locations - Target roadways STARS data indicates as alcohol related crash site corridors and areas with history of alcohol related incidents, including but not limited to motor vehicle stops resulting in DWI citations. I-70, I-35, I-435, I-470, US Hwy 24, 40, US-50, US-71; MO Hwy 150, MO-291, MO-350, MO-7, MO-78 and city streets Noland Rd, 77th, 75th, Main, Prospect, Blue Ridge, etc. The County Deputies have jurisdiction throughout the cities and unincorporated areas and can enforce county ordinances and state laws on all roadways within the boundary of the county.
3. Number of enforcement periods per month - 2 per month.
4. Number of officers assigned to each enforcement period - six (6).
5. Days of the week for enforcement periods - Additional Deputies work in association with the DWI / TSU during their Thursday and Friday or Saturday and Sunday nights. Rotating to assist both midnight patrol shift hours. DWI / TSU also work on their off nights to make up Wolf Pack.
6. Duration of enforcement - 6- 8 hours per enforcement.
7. Months selected for enforcement - STARS data shows the need for DWI enforcement to be done all months.
8. Additional project description narrative:
 - a. Using members of the DWI / TSU to participate in Jackson County Traffic Safety Task Force enforcement Sobriety Checkpoints, Wolf Packs, Saturation Patrols and other state/federal Campaigns.
 - b. Assisting outside agencies in the JCTS Task Force with using MoDOT issued equipment including Task Force trailer inventory and BAT van to participate in enforcement.
 - c. Utilizing overtime for the non law-enforcement personnel for data processing, billing, equipment management, Regis, DWITS and DOR information access. Number of non-law enforcement personnel per enforcement activity - for some enforcement activities it is requested that there be a command center set up centrally located in the targeted area, for data processing, where there is a need for civilian county employee to maintain and operate the command center location and access the Dept of Revenue, DWITS and REGIS systems for accurate information relating to the vehicles and drivers involved in the stops, 3 civilians in this capacity per enforcement.
 - d. Locations, dates and times may also be assigned by Traffic Sergeant, Patrol Captain or Sheriff based on Community complaints and location history of impaired M/V stops and special events throughout Jackson County.
 - e. To participate in continuing education opportunities to enhance job performance skills and officer safety.
 - f. The accessibility / availability of the DWI / Traffic Safety Unit to the midnight patrol units is an asset for the less experienced Deputies to call on the speciality unit to assist with the stop.
 - g. Educational projects - Deputies are made available to make presentations to area public and private organizations, i.e. Neighborhood Watch, area schools regarding DWI enforcement.
 - h. To run Wolf Packs in conjunction with outside agencies near their Sobriety Checkpoints to enhance their enforcement efforts.

PROJECT DESCRIPTION

Project Description information will be captured in the supplemental section.

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SUPPLEMENTAL INFORMATION

Question

Answer

- 1 Does your agency have an internal safety belt policy for all personnel? Yes
- 2 Does your agency report racial profiling data annually? Yes
- 3 Does your agency report to STARS? Yes
- 4 Does your agency report UCR information annually? Yes
- 5 Has 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
- 6 Please explain any NO answer(s) to questions 1-4:

- 7 Total number of DWI violations written. 160
- 8 Total number of speeding violations written. 3867
- 9 Total number of HMV violations written. 1892
- 10 Total number of child safety/booster seat violations written. 59
- 11 Total number of safety belt violations written. 347
- 12 Total number of sobriety checkpoints hosted. 0

- 13 Total number of traffic crashes. 60,297
- 14 Total number of traffic crashes resulting in a fatality. 206
- 15 Total number of traffic crashes resulting in a serious injury. 1608
- 16 Total number of speed-related traffic crashes. 8428
- 17 Total number of speed-related traffic crashes resulting in a fatality. 83
- 18 Total number of speed-related traffic crashes resulting in a serious injury. 428
- 19 Total number of alcohol-related traffic crashes. 2148
- 20 Total number of alcohol-related traffic crashes resulting in a fatality. 48

21	Total number of alcohol-related traffic crashes resulting in a serious injury.	190
22	Total number of unbuckled fatalities.	86
23	Total number of unbuckled serious injuries.	330

24	Total number of commissioned law enforcement officers.	99
25	Total number of commissioned patrol and traffic officers.	31
26	Total number of commissioned law enforcement officers available for overtime enforcement.	90
27	Total number of vehicles available for enforcement.	56
28	Total number of radars/lasers.	20
29	Total number of in-car video cameras.	30
30	Total number of PBT's.	15
31	Total number of Breathalyzers.	4

32 Identify the primary enforcement locations.

I 70, 35, 435, 470; US Hwy 24, 40, 50, 71; MO Hwy 150, 291, 350, 7, 78 and city streets Noland Rd, 77th, 75th, Main, Prospect, Blue Ridge

33 Enter the months in which enforcement will be conducted.

January, February, March, April, May, June, July, August, September, October, November and December.

34	Enter the number of enforcement periods your agency will conduct each month.	2
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35 Enter the days of the week in which enforcement will be conducted.

Main emphasis will be on Thursday, Friday and Saturday nights

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

8 pm to 4 am will be the main focus.

37	Enter the number of officers assigned during the enforcement period.	6
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38 If equipment, promotional items, or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

N/A

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

Evaluation results will be used to determine:

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

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

ADDITIONAL FUNDING SOURCES

HMV Enforcement \$25,000.01 #15-PT-02-039 Oct. 1, 2014-Sept 30, 2015
DWI Wolf Pack \$40,000.45 #15-154-AL-042 Oct. 1, 2014-Sept 30, 2015
DWI/Traffic Safety Unit Salary \$160,255.22 #15-154-AL-041 Oct. 1, 2014-Sept 30, 2015
Sobriety Ckpt \$50,000.21 #15-154-AL-040 Oct. 1, 2014-Sept 30, 2015
Deputy Sheriff-Salary Supplementation Fund #2015-DSSSF-042 July 1, 2014 - June 30, 2015
HIDTA #G14MW0003A Jan 1, 2014 - Dec. 31, 2015
MoDOT Work Zone \$15,000.00 #CWZEA51Z July 1, 2014 - Dec. 31, 2015
KC Gang Task Force MOU (no amount given) ongoing
HIDTA #G14MW0003A Jan 1, 2014 - Dec. 31, 2015
DWI Traffic Equip. and Supplies 15-154-AL-052 Oct. 1, 2014-Sept 30, 2015
National Bioterrorism Hospital Preparedness Program ASPR FY 2013M 77110
Homeland Security Grant Program (no other information available)federal

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and Fringe	2 enforcements per month with 6 law enforcement deputies for each 8 hour = 1,152 hours average overtime hourly wage \$35.00 + FICA = \$37.67	1.00	\$21,000.00	\$21,000.00	\$0.00	\$21,000.00 43 395.24
	Overtime and Fringe	1 enforcement per month with 3 Non Law enforcement personnel for each 8 hour = 288 hours Average non law enforcement overtime wage \$26.00 + FICA = \$27.98	1.00	\$4,000.00	\$4,000.00	\$0.00	\$4,000.00 8. 058.24
					\$25,000.00	\$0.00	\$25,000.00
Total Contract					\$25,000.00	\$0.00	\$25,000.00

ATTACHMENTS

Document Type
WORD

Description
County Authorization Form

Original File Name
4191_001.pdf

Date Added
03/02/2015

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Traffic and Highway Safety Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

COUNTY AUTHORIZATION

On Mar 2, 2015 the County Administration of Jackson
County discussed participation in Missouri's Highway Safety Program.

It is agreed the County should participate in Missouri's Highway Safety Program.
It is further agreed the County Sheriff will investigate the possibilities of attaining
financial assistance from the Highway Safety Division.

When funding from the Highway Safety Division is no longer available, the local
government entity agrees to make a dedicated attempt to continue support for
this traffic safety effort.

Michael D. Sanders

Authorizing Official

A handwritten signature in black ink, appearing to read "MDS", followed by a long horizontal stroke.

Signature of Authorizing Official

County Executive

Title of Authorizing Official

APPROVED AS TO FORM

A handwritten signature in black ink, appearing to read "John D. Holden for", written over a horizontal line.

County Counselor

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~Ord No.: 4788

Sponsor(s): Alfred Jordan

Date: October 12, 2015

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Jackson County Sheriff's Office DWI Wolf Pack/Saturation Patrol Overtime Enforcement Grant. An ordinance to appropriate \$25,000.00 from the Undesignated Fund Balance and to authorize the County Executive to execute an agreement with the Missouri Traffic and Highway Safety Division, in acceptance of a grant awarded by the Missouri Department of Transportation to the Sheriff's Office.</p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$25,000.00</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$25,000.00</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr> <tr> <td>Source of funding (name of fund) and account code number; FROM Grant Fund – 010; Undesignated Fund Balance - 2810 TO: Grant Fund – 010 DWI Wolf Pack – 4254 Overtime – 55030 FICA - 55040</td><td>FROM ACCT \$25,000.00 TO ACCT \$23,223.41 \$ 1,776.59</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): \$40,000.45 Prior Year Actual Amount Spent: \$12,052.98 (continues to be used/billed through September 30, 2015)</p>	Amount authorized by this legislation this fiscal year:	\$25,000.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$25,000.00	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM Grant Fund – 010; Undesignated Fund Balance - 2810 TO: Grant Fund – 010 DWI Wolf Pack – 4254 Overtime – 55030 FICA - 55040	FROM ACCT \$25,000.00 TO ACCT \$23,223.41 \$ 1,776.59
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PRIOR LEGISLATION	<p>Prior ordinances and (date): 4661 - September 18, 2014</p> <p>Prior resolutions and (date):</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Beverly Smith, Traffic Analyst (816)541-8017 ext.72240</p>										
REQUEST SUMMARY	<p>Accept and appropriate \$25,000.00 from the Undesignated fund Balance for the Jackson County Sheriff's DWI Wolf Pack/Saturation Patrol Overtime Enforcement Project #16-154-AL-109 and to authorize the County Executive to execute an agreement with the Traffic and Highway Safety Division of the Missouri Department of Transportation.</p> <p>The grant is awarded in the amount of \$25,000.00 and does not require Matching Local Funds.</p> <p>The term of the grant is October 1, 2015 through September 30, 2016.</p> <p>There continues to be a need to provide the county with the DWI Enforcement in an effort to decrease the</p>										

	<p>number of injuries and fatalities due to the Impaired Driver. By increasing the current patrols with the high visibility of additional deputies during the evening and nighttime hours with the goal to decrease alcohol related crashes on our Jackson County roadways, these funds for overtime were requested.</p> <p>Please appropriate \$25,000.00 as follows:</p> <table> <tr> <td>Overtime – 55030</td><td>\$23,223.41</td></tr> <tr> <td>FICA (0.0765) – 55040</td><td>1,776.59</td></tr> <tr> <td>Total</td><td>\$25,000.00</td></tr> </table>		Overtime – 55030	\$23,223.41	FICA (0.0765) – 55040	1,776.59	Total	\$25,000.00
Overtime – 55030	\$23,223.41							
FICA (0.0765) – 55040	1,776.59							
Total	\$25,000.00							
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)							
ATTACHMENTS	Three (3) original DWI Wolf Pack/Saturation Patrol Enforcement contracts project #16-154-AL-109 and one (1) copy of accompanying announcement letter.							
REVIEW	Department Director:	Date:						
	Finance (Budget Approval): <i>If applicable</i>	Date:						
	Division Manager:	Date:						
	County Counselor's Office:	Date:						

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

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

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Grant Fund – Undesignated Fund Balance	\$25,000.00

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

	<p>number of injuries and fatalities due to the Impaired Driver. By increasing the current patrols with the high visibility of additional deputies during the evening and nighttime hours with the goal to decrease alcohol related crashes on our Jackson County roadways, these funds for overtime were requested.</p> <p>Please appropriate \$25,000.00 as follows:</p> <table> <tr> <td>Overtime – 55030</td><td>\$23,223.41</td></tr> <tr> <td>FICA (0.0765) – 55040</td><td>1,776.59</td></tr> <tr> <td>Total</td><td><u>\$25,000.00</u></td></tr> </table>	Overtime – 55030	\$23,223.41	FICA (0.0765) – 55040	1,776.59	Total	<u>\$25,000.00</u>		
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CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)								
ATTACHMENTS	Three (3) original DWI Wolf Pack/Saturation Patrol Enforcement contracts project #16-154-AL-109 and one (1) copy of accompanying announcement letter.								
REVIEW	<table> <tr> <td>Department Director:</td><td>Date: 9-3-2015</td></tr> <tr> <td>Finance (Budget Approval): If applicable</td><td>Date: 7 Oct 2015</td></tr> <tr> <td>Division Manager:</td><td>Date: 10/8/15</td></tr> <tr> <td>County Counselor's Office:</td><td>Date:</td></tr> </table>	Department Director:	Date: 9-3-2015	Finance (Budget Approval): If applicable	Date: 7 Oct 2015	Division Manager:	Date: 10/8/15	County Counselor's Office:	Date:
Department Director:	Date: 9-3-2015								
Finance (Budget Approval): If applicable	Date: 7 Oct 2015								
Division Manager:	Date: 10/8/15								
County Counselor's Office:	Date:								

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

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

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Grant Fund – Undesignated Fund Balance	\$25,000.00


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

Supplemental Appropriation Request Jackson County, Missouri

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

Date: September 30, 2015

ORD # 4788

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
<u>Grant Fund - 010</u>			
<u>4254 DWI Enforcement Wolf Pack</u>	<u>45430 - Increase Revenues</u>	<u>25,000</u>	
<u>2810</u>	<u>Undesignated Fund Balance</u>		<u>25,000</u>
<u>2810</u>	<u>Undesignated Fund Balance</u>	<u>25,000</u>	
<u>4254 DWI Enforcement Wolf Pack</u>	<u>55030-Overtime</u>		<u>23,223</u>
<u>4254 DWI Enforcement Wolf Pack</u>	<u>55040-FICA</u>		<u>1,777</u>
 <u>Budgeting</u>		<u>25,000</u>	<u>25,000</u>

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$39,000.00 from the undesignated fund balance of the 2015 Grant Fund to cover the Independence Truancy Court School Contract program with the Independence School District.

ORDINANCE NO. 4789, October 12, 2015

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Family Court Division has entered into a reimbursement agreement with the Independence School District ("District") for the period July 1, 2015, to June 30, 2016, pursuant to which the District will provide funds to the Family Court Division for staffing the Independence Truancy Court Contract program; and,

WHEREAS, the truancy court program addresses the problem of unexcused absences of student probationers, including the assessment of truancy cases in general; and,

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

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be made from the undesignated fund balance of the 2015 Grant Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund			
Independence Truancy Court			
010-2142	45336 - Increase Revenue	\$39,000	
010-2810	Undesignated Fund Balance		\$39,000
010-2810	Undesignated Fund Balance	\$39,000	
010-2142	55010 - Regular Salaries		\$ 27,727
010-2142	55040 - FICA		\$ 2,121
010-2142	55050 – Pension		\$ 3,993
010-2142	55060 – Insurance		\$ 5,159

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. 4789 introduced on October 12, 2015, was duly passed on _____, 2015 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. 4789.

Date

Michael D. Sanders, County Executive

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

ACCOUNT NUMBER: 010 2810

ACCOUNT TITLE: Grant Fund

Undesignated Fund Balance

NOT TO EXCEED: \$39,000.00



Date



Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~ Ord No.: 4789

Sponsor(s): Alfred Jordan

Date: Oct. 12, 2015

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Independence Truancy Court School Contract</u></p>										
<p>BUDGET INFORMATION</p> <p><i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$39,000</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$39,000</td></tr> <tr> <td>Amount budgeted for this item *:</td><td>\$</td></tr> <tr> <td>Source of funding (name of fund) and account code number FROM / TO</td><td> <p>FROM ACCT 010-2810 39,000.00</p> <p>TO ACCT</p> <p>010-2142-5010 27,727.00</p> <p>010-2142-5040 2,121.00</p> <p>010-2142-5050 3,993.00</p> <p>010-2142-5060 5,159.00</p> </td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): 39,000 Prior Year Actual Amount Spent (if applicable): 39,000</p>	Amount authorized by this legislation this fiscal year:	\$39,000	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$39,000	Amount budgeted for this item *:	\$	Source of funding (name of fund) and account code number FROM / TO	<p>FROM ACCT 010-2810 39,000.00</p> <p>TO ACCT</p> <p>010-2142-5010 27,727.00</p> <p>010-2142-5040 2,121.00</p> <p>010-2142-5050 3,993.00</p> <p>010-2142-5060 5,159.00</p>
Amount authorized by this legislation this fiscal year:	\$39,000										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$39,000										
Amount budgeted for this item *:	\$										
Source of funding (name of fund) and account code number FROM / TO	<p>FROM ACCT 010-2810 39,000.00</p> <p>TO ACCT</p> <p>010-2142-5010 27,727.00</p> <p>010-2142-5040 2,121.00</p> <p>010-2142-5050 3,993.00</p> <p>010-2142-5060 5,159.00</p>										
PRIOR LEGISLATION	<p>Prior ordinances and (date): 4670 10/13/14 Prior resolutions and (date):</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Carl Bayless, Grant Accountant, 816-435-4775</p>										
REQUEST SUMMARY	<p>This is a request to appropriate \$39,000 from the unappropriated surplus of the 2015 Grant fund to cover the Family Court Division's staffing agreements with the Independence School District. The project is named "Independence Truancy Court School Contract" and the program addresses the problem of unexcused absences of student probationers and assess truancy cases of students in general. Students who are assisted in making a better school adjustment will be less likely to be drawn into negative peer groups and improve academic achievement. The project began July 1, 2015 and will continue through June 30, 2016. The total project is \$39,000 and there is no match requirement.</p> <p>Please appropriate the \$39,000 into the accounts listed below:</p> <p>5010 Regular Salaries \$ 27,727.00 5040 FICA 2,121.00 5050 Pension 3,993.00 5060 Health Ins 5,159.00 TOTAL APPROPRIATION: \$ 39,000.00</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance – Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
ATTACHMENTS											
REVIEW	<table border="1"> <tr> <td>Department Director:</td><td>Date:</td></tr> <tr> <td>Finance (Budget Approval): Roy Fairchild, Fiscal and Budget Officer</td><td>Date: 09/18/15</td></tr> <tr> <td>Division Manager: Mary Marquez, Deputy Court Administrator</td><td>Date: 09/18/15</td></tr> <tr> <td>County Counselor's Office:</td><td>Date:</td></tr> </table>	Department Director:	Date:	Finance (Budget Approval): Roy Fairchild, Fiscal and Budget Officer	Date: 09/18/15	Division Manager: Mary Marquez, Deputy Court Administrator	Date: 09/18/15	County Counselor's Office:	Date:		
Department Director:	Date:										
Finance (Budget Approval): Roy Fairchild, Fiscal and Budget Officer	Date: 09/18/15										
Division Manager: Mary Marquez, Deputy Court Administrator	Date: 09/18/15										
County Counselor's Office:	Date:										

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

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

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Grant fund – undesignated fund balance	\$39,000.00

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

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.


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

Supplemental Appropriation Request Jackson County, Missouri

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

Date: September 30, 2015

ORD # 4789

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
<u>Grant Fund - 010</u>			
<u>2142 Truancy Court-Independence</u>	<u>45336 - Increase Revenues</u>	<u>39,000</u>	
<u>2810</u>	<u>Undesignated Fund Balance</u>		<u>39,000</u>
<u>2810</u>	<u>Undesignated Fund Balance</u>	<u>39,000</u>	
<u>2142 Truancy Court-Independence</u>	<u>5010-Regular Salaries</u>		<u>27,727</u>
<u>2142 Truancy Court-Independence</u>	<u>5040-FICA</u>		<u>2,121</u>
<u>2142 Truancy Court-Independence</u>	<u>5050-Pension</u>		<u>3,993</u>
<u>2142 Truancy Court-Independence</u>	<u>5060-Health Ins</u>		<u>5,159</u>
 <u>Budgeting</u>		<u>39,000</u>	<u>39,000</u>

**FAMILY COURT DIVISION
16TH JUDICIAL CIRCUIT OF MISSOURI
CONTRACT FOR SERVICES**

This contract is made and entered into by and between the Family Court Division of the 16th Judicial Circuit of Missouri (hereinafter referred to as "Court") and the Independence School District (hereinafter referred to as "Contractor"). For consideration as stated below, the parties agree as follows:

1. Definitions

There are no unique definitions in this contract.

2. Term of Contract

This contract shall be in effect from July 1, 2015 through June 30, 2016, subject to the provisions of this contract relating to termination of this agreement, as set forth below.

3. Scope of Services

The Contractor agrees to partner with the Family Court Division and the Judicial Officers of the 16th Judicial Circuit of Missouri in a Truancy Diversion Program to benefit families in western Independence, Missouri. Judicial Officers of the 16th Judicial Circuit of Missouri will preside over Truancy Court sessions. Contractor agrees to provide the following services at Nowlin Middle School:

- Provide sufficient meeting space for all Truancy Court sessions and related activities
- Provide the services of a Family School Liaison
- Provide the services of a School Principal or Assistant School Principal to oversee all administrative aspects of the program
- Provide program evaluation services
- Familiarize teachers with the program as needed and ensure that the appropriate teachers identify students for the program and complete weekly Truancy Court reports
- Provide office space, telephone, and dedicated phone line for computer modem for Family Court employee

The Court agrees to:

- Provide the services of a Family Court Youth Worker
- Provide incentives for students participating in Truancy Court.

4. Payment

a. Contractor agrees to reimburse the Court in an amount not to exceed \$39,000.00 in salary and benefits for the contract term for services provided to Contractor by a designated Family Court employee.

5. Invoice

The Court agrees to submit an invoice on a monthly basis following the time for which services are being charged in the invoice. Payment terms are net 30 (thirty) from the date of the invoice. If payment is not received within 30 (thirty) days of the date of the invoice, Contractor shall be considered to be in default and shall have an additional 30 (thirty) days to cure the default. If payment is not received by the end of the 60 (sixty) day period or if arrangements to make the payment have not been offered to, and accepted by, the Court, then the Court may, at its discretion, consider its performance of the remainder of the contract excused.

The invoice shall state with specificity the number of units performed, the cost of each unit, and the total amount of reimbursement due for the period of time in which services are being charged.

Invoices shall be sent to the attention of:

John Tramel
Director of Neighborhood & Family Services
Independence School District
201 North Forest Avenue
Independence, Missouri 64050

Payment shall be sent to:

Accounts Payable
Family Court Division
625 East 26th Street
Kansas City, Missouri 64108

Invoices may be submitted by email to: accountspayable@courts.mo.gov

6. Termination

- a. Either party may cancel this contract by giving written notice to the other party no later than thirty (30) days in advance of a specified date of termination.
- b. Termination of this contract may occur in the event funds from local, state or federal sources are not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quality of service, in which case the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
- c. Immediate termination of this contract may occur for good cause at the Court's discretion.

7. Confidentiality Clause

All information that the Contractor may acquire from the Court in conjunction with the Contractor's services is confidential and is not to be transferred or disclosed to any other individual and/or agency without the specific, written consent of the Court.

8. Severability

If any clause or provision in this agreement shall be adjudged invalid or unenforceable, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

9. Governing Law

This contract shall be construed in accordance with the laws of the State of Missouri without regard to Missouri's choice of law rules, and that Missouri shall be the forum state for all legal proceedings arising out of this agreement.

10. Indemnification

- a. The Contractor and/or the applicable insurers shall assume all costs of any litigation claims, causes of action and suits (including reasonable attorneys' fees and all costs of investigations) for any actions, injuries, death or causes of action of any nature whatsoever, arising out of the acts, omissions or errors of the Contractor, its employees, agents, independent contractors and/or staff assigned to the Court pursuant to this agreement. The Contractor also agrees to indemnify and hold the 16th Judicial Circuit of Missouri, Jackson County, Missouri, the State of Missouri, and all their employees, agents and representatives harmless for any and all liability, claims, demands, causes of action and suits (including reasonable attorneys' fees and all costs of investigations) for any actions, injuries, death or causes of action of any nature whatsoever, arising out of the acts, omissions or errors of the Contractor, its employees, independent contractors, agents and/or staff assigned to the Court pursuant to this agreement. Nothing in this contract will be deemed to constitute a waiver of the sovereign immunity of Jackson County, Missouri, the State of Missouri, and/or the 16th Judicial Circuit of Missouri.

11. Other Provisions

- a. This agreement does not establish a master/servant or employer/employee relationship. It is intended between the parties that the Contractor is an independent contractor. Further it is understood as follows:
 - 1) The methods to be employed by the Contractor will be decided upon by the Contractor and not by the Court. The Court will not have any control over the Contractor, except to perform according to this agreement.

- 2) The Contractor will pay any amounts due as a result of the Federal Insurance Contribution Act ("FICA"), the Federal Unemployment Act ("FUTA"), applicable federal, state and local income tax liabilities, and all workers' compensation laws, and will furnish proof of these payments in a reasonable form as requested by the the Court.
 - 3) The Court does not have mandatory rules of conduct for the Contractor.
 - 4) The Contractor will not be treated as an employee with respect to the services performed under this contract for federal, state, or local income tax purposes.
 - 5) For reporting purposes, the Contractor's taxpayer identification number or, in lieu thereof, the Contractor's social security number is: on file.
- b. All documents, manuals, and property belonging to the Court, and used by the Contractor, shall be returned to the Court on demand and in no event later than the last day of this term of this agreement. All information obtained by the Contractor from other sources, and used in providing services under this contract, are the exclusive property of the Court, and shall be returned to the Court as provided above.
- c. Any notification under this contract shall be made to:
- | | |
|------------------------------|---|
| On behalf of the Court: | Mary A. Marquez
Deputy Court Administrator/Family Court
Family Court Division, 16th Judicial Circuit of MO
625 East 26 th Street
Kansas City, Missouri 64108 |
| On behalf of the Contractor: | John Tramel
Director of Neighborhood & Family Services
Independence School District
201 North Forest Avenue
Independence, Missouri 64050 |
- All notices permitted or required by this agreement shall be deemed given when made in written form and delivered personally or deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, and addressed to the other party at the address set forth above.
- d. The Court makes no representations that the Contractor will receive any specific number of cases or that the Contractor will be the only source to provide services under this contract. The assignment of cases to the Contractor or any other person is within the sole discretion of the Court.
 - e. The Contractor cannot subcontract any provisions of this agreement without the express, written prior consent of the Court.

- f. The Director of Field Services, Family Court, or her designee, shall be notified if personnel problems arise under this contract.
- g. Waiver by either party of any term or condition of this agreement shall not operate as a waiver of any subsequent breach of the same or of any other term or condition. No term, covenant, or condition of this agreement can be waived except by written consent and no delay in acting shall constitute a waiver of the term or condition.
- h. The Court reserves the right to review and/or audit Contractor's services and documentation at any time during the contract period.
- i. Contractor certifies, by signing this agreement, that all employees of Contractor are legally eligible to work within the United States. Contractor shall provide proof of legal eligibility upon request by the Court.
- j. Any person whose contact with Truancy Court youth arises out of that person's work in this program shall successfully complete a criminal history background check and a CA/N network background check prior to the beginning of their work with youth in the program.
- k. This contract, and the terms and conditions in the Court's purchase order, contain the entire agreement between the parties to this contract with respect to the matters covered herein, and supersede all proposals and other communication of the parties. No other agreements, representations or warranties, oral or written, have been made or are being made by the parties to this agreement.

IN WITNESS WHEREOF, the parties execute this agreement.

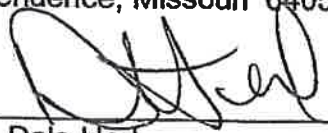
Family Court Division
16th Judicial Circuit of Missouri
625 East 26th Street
Kansas City, Missouri 64108

By: 
Mary A. Marquez
Deputy Court Administrator/Family Court

Date: 8-10-2015

and

Independence School District
201 North Forest Avenue
Independence, Missouri 64050

By: 
Dale Herl
Superintendent

Date: 8-17-15

Budget approval for Family Court:

O.R. Fairchild, Jr.

Date: 08/07/15

O.R. Fairchild, Jr.

Budget and Fiscal Operations Officer/Family Court

Legal approval for Family Court:

Diane Olmsted

Date: 8/6/15

Diane Olmsted

Assistant Legal Counsel/Family Court

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION declaring certain property within the Information Technology Department as surplus and unusable personal property and authorizing its disposal.

RESOLUTION NO. 18960, October 12, 2015

INTRODUCED BY Scott Burnett, County Legislator

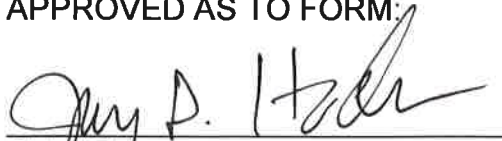
WHEREAS, the Information Technology Department has miscellaneous equipment, computers, and accessories that it can no longer use, further described and itemized in the attached Exhibit A; and,

WHEREAS, the Director of Finance and Purchasing recommends that said property be declared surplus and unusable and sold at auction or transferred to other County departments; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the property within the Information Technology Department, further described and itemized in Exhibit A, be and hereby is declared surplus, and that the Director of Finance and Purchasing be and hereby is authorized to dispose of it as provided for in Chapter 11, Jackson County Code, 1984.

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. 18960 of October 12, 2015, was duly passed on _____, 2015 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

EXHIBIT A

-DO NOT DUPLICATE-

SURPLUS/TRANSFER DECLARATION FORM JACKSON COUNTY, MISSOURI



SURPLUS

Sep 10 Oct

TRANSFER

Date of Surplus: July 2015		Date Transfer Received:							
Department Name: GIS/IT		Department Transferring Asset:							
Point of Contact: Jeff Henderson		Department Receiving Asset:							
Please Check: Select only one		Receiving Department Contact:							
<input checked="" type="checkbox"/> Surplus <input type="checkbox"/> Transfer		Receiving Department Phone Number:							
Transaction Date	Fixed Asset #	Asset Description	Disposition Code*	Model Year	Make/Model	Serial/Vin Number	Useful Life**	Purchase Date	Original Cost
9/30/15	3952	Dell OPTIPLEX			GX260	SNKTS61			
	14539	NOBIS PC			479026	N/A			
	9725	DELL Monitor			1909WF	N/A			
	N/A	DELL Monitor			D170ST	7444504D0254			
	N/A	DELL Monitor			E17EFP	52E1PGL			
	N/A	ViewSonic Monitor			VE710B	840834			
	N/A	ViewSonic Monitor			VE910B	100610			
	N/A	CATAWOG Monitor			FAB1765	07340			
	8798	Dell Monitor			E172FAB	90442			
	N/A	HP ProLiant			ML350	USE6S0N2G2			
	4361	HP ProLiant			ML370	USE571A-128			
	N/A	HP ProLiant			DL580	USE644858AB			
	N/A	TRIPLUG HT UPS			S45000	9704ALCP5583600119			

* Indicate if Asset was (S) Sold, (D) Donated, (R) Recycled, (X) Scrapped, (T) Trade-in, or (O) Other.
 ** Refer to Asset Subclass Listing.

1. User Department send to Finance Department



SURPLUS/TRANSFER DECLARATION FORM

JACKSON COUNTY, MISSOURI

-DO NOT DUPLICATE-

See IDct SURPLUS

TRANSFER

Date of Surplus: July 2015		Department Code: 1305		Date Transfer Received:					
Point of Contact: Jeff Henderson		Phone Number: 881-3160		Department Transferring Asset:					
Please Check: Select only one				Department Receiving Asset:					
<input checked="" type="checkbox"/> Surplus		<input type="checkbox"/> Transfer		Receiving Department Contact:					
				Receiving Department Phone Number:					
Transaction Date	Asset #	Asset Description	Disposition Code*	Model Year	Make/Model	Serial/Vin Number	Useful Life**	Purchase Date	Original Cost
9/30/15	N/A	SYMBOL SWITCH			W55700	00A0F865C482			
	N/A	SYMBOL SWITCH			W55700	00A0F865C578			
	N/A	GATEWAY BLADE			E9525R	0037271027			
	N/A	HP PROLIANT SERVER			DL360	4CES39NIC4			
	9078	HP PROLIANT SERVER			DL360	M00KLG-P738			
	N/A	HP PROLIANT SERVER			N/A	M00KLG-P738 USE 013NBJ2			
	9075	HP PROLIANT SERVER			DL360	M03NLGP738			
	9071	HP PROLIANT SERVER			DL360	M015LGP738			
	N/A	HP PROLIANT			DL580	USE 644NSA2			
	10797	DELL OPTIPLEX			960	CQ5KZK1			
	4330	DELL OPTIPLEX			GX280	9N6NZ71			
	8627	DELL OPTIPLEX			GX270	CJF0Q31			
	9040	DELL OPTIPLEX			GX270	H3MY851			

* Indicate if Asset was (S) Sold, (D) Donated, (R) Recycled, (X) Scrapped, (T) Trade-in, or (O) Other.
** Refer to Asset Subclass Listing.

1. User Department send to Finance Department



SURPLUS/TRANSFER DECLARATION FORM

JACKSON COUNTY, MISSOURI

-DO NOT DUPLICATE-

Sept 10/15

SURPLUS

TRANSFER

Date of Surplus: July 2015		Date Transfer Received:							
Department Name: GIS/JT		Department Transferring Asset:							
Point of Contact: Jeff Henderson		Department Receiving Asset:							
Please Check: Select only one		Receiving Department Contact:							
<input checked="" type="checkbox"/> Surplus		Receiving Department Phone Number:							
<input type="checkbox"/> Transfer									
Transaction Date	Asset #	Asset Description	Disposition Code*	Model Year	Make/Model	Serial/Vin Number	Useful Life**	Purchase Date	Original Cost
9/30/15	N/A	Cisco Switch			2950	3902A816			
4094		SMC Switch			6824M	T745300012			
4765		HP ProCurve Switch			2824	SG557S5A4			
011262		Cisco Switch			2600	SMX0642L3VG			
6000379		HP ProCurve Switch			2824	CG741C505N			
N/A		Cisco Switch			2950	CNMGCV0ARA			
600044		HP ProCurve Switch			2824	CG741C5056			
6000383		HP ProCurve Switch			2824	CG720C5024			
6000380		HP ProCurve Switch			2824	CG741C505I			
6000382		HP ProCurve Switch			2824	CG740C504V			
6000381		HP ProCurve Switch			2824	CG720C500F			
N/A		SMC Switch			6824M	T733000165			
N/A		SMC Switch			6824M	T731700311			

* Indicate if Asset was (S) Sold, (D) Donated, (R) Recycled, (X) Scrapped, (T) Trade-in, or (O) Other.

** Refer to Asset Subclass Listing.

1. User Department send to Finance Department



SURPLUS/TRANSFER DECLARATION FORM

JACKSON COUNTY, MISSOURI

-DO NOT DUPLICATE-

Sept/Oct

TRANSFER

Date of Surplus: July 2015	Department Code: 1305	Date Transfer Received:
Department Name: GIS/IT	Phone Number: 881-3160	Department Transferring Asset:
Point of Contact: Jeff Henderson		Department Receiving Asset:
Please Check: Select only one		Receiving Department Contact:
<input checked="" type="checkbox"/> Surplus	<input type="checkbox"/> Transfer	Receiving Department Phone Number:

Transaction Date	Fixed Asset #	Asset Description	Disposition Code*	Model Year	Make/Model	Serial/Vin Number	Useful Life**	Purchase Date	Original Cost
8/30/15	6000032	HP ProCurve Switch			2910 AL	CG917P002N			
	4088	SMC Switch			6824M	T144800498			
	N/A	SMC Switch			6624M	T1317000290			
	N/A	SMC Switch			6824M	T1453000226			
	N/A	SMC Switch			6624M	T131000158			
	N/A	HP Switch			V1910-246	CN180X316F			
	N/A	SMC Switch			6624M	T1317000101			
	N/A	SMC Switch			6824M	T133000158			
	N/A	SMC Switch			6624M	T1317000314			
	N/A	HP ProCurve Switch			2910 AL	CG944IP0HV			
	N/A	HP ProCurve Switch			2824	CG637C50AC			
	N/A	HP ProCurve Switch			2910 AL	CG918IP06P			
	N/A	SMC Switch			8748M	T150400080			

* Indicate if Asset was (S) Sold, (D) Donated, (R) Recycled, (X) Scrapped, (T) Trade-in, or (O) Other.
** Refer to Asset Subclass Listing.

1. User Department send to Finance Department



SURPLUS/TRANSFER DECLARATION FORM

JACKSON COUNTY, MISSOURI

-DO NOT DUPLICATE-

SURPLUS

See 10 Oct

TRANSFER

Date of Surplus: July 2015		Date Transfer Received:							
Department Name: GIS/IT		Department Transferring Asset:							
Point of Contact: Jeff Henderson		Department Receiving Asset:							
Please Check: Select only one		Receiving Department Contact:							
<input checked="" type="checkbox"/> Surplus		Receiving Department Phone Number:							
<input type="checkbox"/> Transfer									
Transaction Date	Fixed Asset #	Asset Description	Disposition Code*	Model Year	Make/Model	Serial/Vin Number	Useful Life**	Purchase Date	Original Cost
7/30/15	4402	HP PROLIANT BLADE	See attached spreadsheet		DL360	USM45302FS			
	4684	HP PROLIANT BLADE			DL360	USE608NSRF			
	4324	HP PROLIANT BLADE			DL580	USE29007M			
	4751	DELL POWEREDGE SERVER			2850	32F4091			
	4401	HP PROLIANT BLADE			DL360	USM45302FP			
	N/A	Gateway Blade Server			955	AZCW4340542			
	N/A	HP PROLIANT Blade Server			DL380	USE843N579			
	4446	HP PROLIANT SERVER			DL580	USE536C0022			
	5003	HP PROLIANT SERVER			DL380	310589-002			
	8452				ML370				
	5041	HP PROLIANT SERVER			DL360	USE648NASL			
	9066	HP PROLIANT SERVER			DL560	EA28MFS337			
	4428	HP PROLIANT			DL360	USCS74A46H			

* Indicate if Asset was (S) Sold, (D) Donated, (R) Recycled, (X) Scrapped, (T) Trade-in, or (O) Other.
** Refer to Asset Subclass Listing.

1. User Department send to Finance Department



SURPLUS/TRANSFER DECLARATION FORM

JACKSON COUNTY, MISSOURI

-DO NOT DUPLICATE-

Sep 10th 2015

SURPLUS

TRANSFER

Date of Surplus: <u>Sept 10th 2015</u>		Department Code: <u>1305</u>		Date Transfer Received:					
Point of Contact: <u>Jeff Henderson</u>		Phone Number: <u>881-3160</u>		Department Transferring Asset:					
Please Check: Select only one				Department Receiving Asset:					
<input checked="" type="checkbox"/> Surplus		<input type="checkbox"/> Transfer		Receiving Department Contact:					
Transaction		Disposition		Receiving Department Phone Number:					
Date	Asset #	Asset Description	Code*	Model Year	Make/Model	Serial/Vin Number	Useful Life**	Purchase Date	Original Cost
<u>10/1/15</u>	<u>N/A</u>	<u>HP Laser Set</u>		<u>4250N</u>	<u>4250N</u>	<u>CNDXHD1465</u>			
	<u>8569</u>	<u>HP Laser Set</u>			<u>2300</u>	<u>CNBFCD06822</u>			
	<u>7355</u>	<u>DELL OPTIPLEX</u>			<u>GX110</u>	<u>CST9H01</u>			
	<u>14856</u>	<u>HP Laser Set</u>			<u>4V</u>	<u>SPCF003576</u>			
	<u>N/A</u>	<u>RICOH Printer</u>			<u>C1300</u>	<u>Q4471201222</u>			
	<u>N/A</u>	<u>RICOH Printer</u>			<u>C1350</u>	<u>Q4471201263</u>			
	<u>4741</u>	<u>Samsung Monitor</u>			<u>2048</u>	<u>BR20HCHY C01657K</u>			
	<u>4638</u>	<u>ViewSonic Monitor</u>			<u>UG920</u>	<u>PT1054501170</u>			
	<u>N/A</u>	<u>HP Laser Set</u>			<u>4200</u>	<u>USGNS12730</u>			
	<u>5257</u>	<u>HP Laser Set</u>			<u>1020</u>	<u>CNBK468002</u>			
	<u>1902</u>	<u>HP Laser Set</u>			<u>2200</u>	<u>SPGG-B86149</u>			
	<u>N/A</u>	<u>BROTHER MPC</u>			<u>7860</u>	<u>U62702M2N933280</u>			
	<u>N/A</u>	<u>HP DesignJet Plotter</u>			<u>70</u>	<u>MY64A5C807D</u>			

* Indicate if Asset was (S) Sold, (D) Donated, (R) Recycled, (X) Scrapped, (T) Trade-in, or (O) Other.
** Refer to Asset Subclass Listing.

1. User Department send to Finance Department



SURPLUS/TRANSFER DECLARATION FORM **JACKSON COUNTY, MISSOURI**

-DO NOT DUPLICATE-

SURPLUS

TRANSFER

Date of Surplus: July 2015		Date Transfer Received:	
Department Name: GIS/IT		Department Transferring Asset:	
Point of Contact: Jeff Henderson		Department Receiving Asset:	
Please Check: Select only one		Receiving Department Contact:	
<input checked="" type="checkbox"/> Surplus		Receiving Department Phone Number:	
<input type="checkbox"/> Transfer			

Transaction Date	Fixed Asset #	Asset Description	Disposition Code*	Model Year	Make/Model	Serial/Vin Number	Useful Life**	Purchase Date	Original Cost
10/1/15	N/A	HP LaserJet			P4015	5PBF237660			
	N/A	HP LaserJet			P4015	CNDY059292			
8792		HP LaserJet			4200	US0NX04954			
N/A		HP Office Pro			R5400	MY7471480NJ			
3829		Pioneer POS			TM-XV	1700921			
8816		Gatway Monitor			Public4	0032435217			
4403		HP PhotoSmart			8450	CW4A8211M6			
5727		HP Digital Sender			9250C	CN1AC73D4H7			
8793		HP LaserJet			4200	US0N004942			
11562		HP LaserJet			2100	USDD0089476			
8844		HP Color LS			9600	5PG-MC6024R			
N/A		HP OfficeJet			6500	CN19Q43134			
5725		Dell OptiPlex			960	186ZVK1			

* Indicate if Asset was (S) Sold, (D) Donated, (R) Recycled, (X) Scrapped, (T) Trade-in, or (O) Other.
 ** Refer to Asset Subclass Listing.

1. User Department send to Finance Department



SURPLUS/TRANSFER DECLARATION FORM

JACKSON COUNTY, MISSOURI

-DO NOT DUPLICATE-

SURPLUS

sp10ct

TRANSFER

Date of Surplus: July 2015		Date Transfer Received:							
Department Name: GIS/IT		Department Transferring Asset:							
Point of Contact: Jeff Henderson		Department Receiving Asset:							
Please Check: Select only one		Receiving Department Contact:							
<input checked="" type="checkbox"/> Surplus	<input type="checkbox"/> Transfer	Receiving Department Phone Number:							
Transaction Date	Fixed Asset #	Asset Description	Disposition Code*	Model Year	Make/Model	Serial/Vin Number	Useful Life**	Purchase Date	Original Cost
10/11/15	5720	DELL OPTI PLEX			960	682YVK1			
	10580	DELL OPTI PLEX			960	4Q5KZK1			
	0711	DELL OPTI PLEX			5X280	34V5Y61			
	N/A	DELL OPTI PLEX			960	9HFGSL1			
	10582	DELL OPTI PLEX			960	1Q5KZK1			
	10791	DELL OPTI PLEX			960	HQ5KZK1			
	9670	DELL OPTI PLEX			960	2Q5KZK1			
	10798	DELL OPTI PLEX			960	9LSKZK1			
	4334	DELL OPTI PLEX			0X280	3N6NZ71			
	5693	DELL OPTI PLEX			960	02N5KK1			
	N/A	DELL OPTI PLEX			960	5LSKZK1			
	N/A	DELL OPTI PLEX			960	SV5CTK1			
		DELL OPTI PLEX							

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** Refer to Asset Subclass Listing.

1. User Department send to Finance Department



SURPLUS/TRANSFER DECLARATION FORM
JACKSON COUNTY, MISSOURI

-DO NOT DUPLICATE-

SURPLUS

TRANSFER

Date of Surplus: July 2015		Date Transfer Received:							
Department Name: GIS/IT		Department Transferring Asset:							
Point of Contact: Jeff Henderson		Department Receiving Asset:							
Please Check: Select only one		Receiving Department Contact:							
<input checked="" type="checkbox"/> Surplus		Receiving Department Phone Number:							
<input type="checkbox"/> Transfer									
Transaction Date	Fixed Asset #	Asset Description	Disposition Code*	Model Year	Make/Model	Serial/Vin Number	Useful Life**	Purchase Date	Original Cost
10/1/15	10795	DELL OPTIPLEX			960	DP5KZK1			
10/1/15	9668	DELL OPTIPLEX			960	5QSKZK1			
10/1/15	10793	DELL OPTIPLEX			960	8LSKZK1			
10/1/15	5717	DELL OPTIPLEX			960	H76ZVK1			
10/1/15	15529	DELL PRECISION			360	6RSGY21			
10/1/15	9665	DELL OPTIPLEX			960	3QSKZK1			
10/1/15	5721	DELL OPTIPLEX			960	H8LYVK1			
10/1/15	N/A	AVAYA PHONES			1603	16-Surplus Phones			
10/1/15	N/A	AVAYA PHONES			1608	12-Surplus Phones			
10/1/15	10785	DELL OPTIPLEX			960	7LSKZK1			
10/1/15	14725	DELL NOBILIS			1-247	871794			

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** Refer to Asset Subclass Listing.

1. User Department send to Finance Department



SURPLUS/TRANSFER DECLARATION FORM

JACKSON COUNTY, MISSOURI

-DO NOT DUPLICATE-

Oct SURPLUS

TRANSFER

Date of Surplus: July 2015		Date Transfer Received:							
Department Name: GIS/IT		Department Transferring Asset:							
Point of Contact: Jeff Henderson		Department Receiving Asset:							
Please Check: Select only one		Receiving Department Contact:							
<input checked="" type="checkbox"/> Surplus <input type="checkbox"/> Transfer		Receiving Department Phone Number:							
Transaction Date	Asset #	Asset Description	Disposition Code*	Model Year	Make/Model	Serial/Vin Number	Useful Life**	Purchase Date	Original Cost
Oct 1, 15	N/A	See attached spreadsheet							
Oct 1, 15	00015500	Dell VE172 Fpb			E173 FPF	CN-0D5428-72872-52E-10YL			
Oct 1, 15	00015487	Viewsonic			VE175b	A16032000859			
Oct 1, 15	00015494	Viewsonic VE175b			VLCDS23	A16032000825			
Oct 1, 15	00015427	Viewsonic VE175b			VLCDS23	A16032000809			
Oct 1, 15	003020	Viewsonic VG710b			()	A2X04450331			
Oct 1, 15	N/A	Dell E172 Fpb			N/A	CN-0M1609-46633-417-24KL			
Oct 1, 15	003021	Viewsonic VG710b			()	A2X044350419			
Oct 1, 15	N/A	Garnsey			TF178	MW66AB0E04623			
Oct 1, 15	00015414	Viewsonic VE175b			VLCDS23	A1603100836			
Oct 1, 15	N/A	Dell E172 Fpb			N/A	CN-0DS43812872-52E-0WPL			
Oct 1, 15	00015402	Viewsonic VE710b			VS10047	PUN082904965			
Oct 1, 15	N/A	Viewsonic VG700b			VLCDS2	A1604455001			

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** Refer to Asset Subclass Listing.

1. User Department send to Finance Department



SURPLUS/TRANSFER DECLARATION FORM

JACKSON COUNTY, MISSOURI

-DO NOT DUPLICATE-

SURPLUS

TRANSFER

Date of Surplus: July 2015		Date Transfer Received:							
Department Name: GIS/IT		Department Transferring Asset:							
Point of Contact: Jeff Henderson		Department Receiving Asset:							
Please Check: Select only one		Receiving Department Contact:							
<input checked="" type="checkbox"/> Surplus	<input type="checkbox"/> Transfer	Receiving Department Phone Number:							
Transaction Date	Fixed Asset #	Asset Description	Disposition Code*	Model Year	Make/Model	Serial/Vin Number	Useful Life**	Purchase Date	Original Cost
10/2/15	N/A	See attached spreadsheet							
10/2/15	15362	Deil Sewer			DHM	9CZLX41			
10/2/15	4686	Deil Sewer			WAL	448DP21			
10/2/15	5089	Deil Sewer				LFAPP5			
10/2/15	N/A	Deil Catinaoe			D820	6SMB7C1			
10/2/15	10720	Deil Catinaoe			D630	7SNLCF1			
10/2/15	10514	Deil Catinaoe			D630	B559TF1			
10/2/15	3876	Deil Catinaoe			D630	1ZGLDF1			
10/2/15	8852	Deil Inspiron			D610	3BYCWB1			
10/2/15	8850	Deil Inspiron			S750	97KL941			
10/2/15	8587	Deil Inspiron			S750	28KL941			
10/2/15	N/A	PANASONIC Tough Book			S750	62H2N31			
10/2/15	N/A	PANASONIC Tough Book			CF-28	CF28PR52K MBKB			
10/2/15	N/A	PANASONIC Tough Book			CF-28	PR5CZK MBKB			

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** Refer to Asset Subclass Listing.

1. User Department send to Finance Department

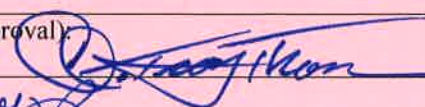
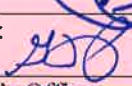
REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18961

Sponsor(s): Greg Grounds

Date: October 12, 2015

SUBJECT	<p>Action Requested</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Declaring certain personal property as Surplus and authorizing its disposal pursuant to Chapter 11 of the Jackson County Code.</u></p>										
<p>BUDGET INFORMATION</p> <p><i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):</p> <p>Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number:	
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number:											
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): 18821, May 4, 2015; 18847, June 8, 2015, 18898, Aug 3, 2015</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Jessica Johnson, Senior Buyer, 881-3465</p>										
REQUEST SUMMARY	<p>Information Technology Department has requested that certain personal property be declared as Surplus and the disposal of that property be authorized.</p> <p>The Director of Finance and Purchasing recommends the unusable personal property on attached Exhibit A be declared surplus and unusable and disposed of pursuant to Chapter 11 of the Jackson County Code.</p> <p>Disposal Plans:</p> <p>Computer Equipment to be sold at auction (Exhibit A, Pages 1-12).</p> <p>All proceeds will be credited to the General Fund pursuant to Chapter 5, Section 535.2 of the Jackson County Code.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A</p> <p><input type="checkbox"/> Business License Verified (Purchasing & Department) N/A</p> <p><input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) N/A</p>										
ATTACHMENTS	<p>Exhibit A, Pages 1-12, Surplus Declaration Forms for Auction</p>										
REVIEW	<p>Department Director: _____ Date: _____</p>										
	<p>Finance (Budget Approval):  _____ Date: <u>10/2/15</u></p>										
	<p>If applicable Division Manager:  _____ Date: <u>10/8/15</u></p>										
	<p>County Counselor's Office: _____ Date: _____</p>										

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract for the furnishing of truck-mounted bodies and equipment, parts, service and installation for use by the Public Works Department to American Equipment Company of Kansas City, Kansas, under the terms and conditions of the City of Kansas City, Missouri Contract No. EV0767, an existing government contract.

RESOLUTION NO. 18961, October 12, 2015

INTRODUCED BY Greg Grounds, County Legislator

WHEREAS, the Public Works Department has a need for truck-mounted bodies equipment, parts, service and installation; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a term and supply contract for the furnishing of truck-mounted bodies and equipment, parts, service and installation for use by the Public Works Department to American Equipment Company of Kansas City, KS, under the terms and conditions of the City of Kansas City, Missouri Contract No. EV0767, an existing government contract; and,

WHEREAS, the Director recommends award under section 1030.4, Jackson County Code, 1984, for the reason that this will allow the County to take advantage of discounts offered to large entities; and,

WHEREAS, this award is on an as needed basis and does not obligate the County to pay a specific amount; now therefore,

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

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contracts, to the extent that sufficient appropriations to the using spending agency are contained in the then current Jackson County budget.

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. 18961 of October 12, 2015, was duly passed on _____, 2015 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

This award is made on an as needed basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.


Date


Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION


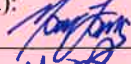
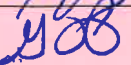
Completed by County Counselor's Office:

Res/Ord No.: 18961

Sponsor(s): Greg Grounds

Date: October 12, 2015

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract, for the furnishing of Repair - Truck Mounted Bodies and Equipment: Parts, Service and Installation for the Public Works Department to American Equipment Company of Kansas City, Kansas under the terms and conditions set forth in the City of Kansas City, Missouri Contract No. EV0767, an existing government contract.</u></p>										
<p>BUDGET INFORMATION</p> <p><i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Public Works Estimated Use: \$20,000</p> <p>This RLA only approves the Term and Supply Contract; the funds were/are appropriated through the annual budget adoption. Figures included in the background section are for informational purposes to provide an estimate of the contract value.</p> <p>Prior Year Budget (if applicable): \$50,000 Prior Year Actual Amount Spent (if applicable): \$16,000</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number:	
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number:											
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date): 17021, October 5, 2009</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Jessica Johnson, Senior Buyer, 881-3465</p>										
REQUEST SUMMARY	<p>The Road Maintenance Division of the Public Works Department would like to continue to utilize the City of Kansas City, Missouri's Contract for Maintenance, Repair and Parts for its Truck Mounted Bodies and Equipment.</p> <p>Pursuant to Section 1030.4 of the Jackson Count Code, the Director of Finance and Purchasing recommends the award of a Twelve Month Term and Supply Contract for the furnishing of Repair – Truck Mounted Bodies and Equipment: Parts, Service and Installation for use by the Public Works Department to American Equipment Company of Kansas City, Kansas under the terms and conditions of the City of Kansas City, Missouri Contract No. EV0767, an existing government contract.</p> <p>The Director of Finance and Purchasing recommends the approval of this Contract as a competitively bid government contract due to the higher volume discounts offer to larger government entities.</p> <p>This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										

ATTACHMENTS	Memorandum from Caroline Deihl of Public Works and the pertinent pages of the City of Kansas City, Missouri Contract No. EV0767.	
REVIEW	Department Director: 	Date: 9.7.15
	Finance (Budget Approval): <i>If applicable</i> 	Date: 9/28/15
	Division Manager: 	Date: 10/8/15
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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



**Jackson County
Public Works Department**

ROAD MAINTENANCE 34900 E. Old US 40 Hwy, P.O. Box 160
Grain Valley, Missouri 64029
(816) 847-7050 *phone*
(816) 847-7051 *fax*

MEMORANDUM

TO: Jessica Johnson, Purchasing
FROM: Caroline Deihl, Public Works – Road Maintenance
DATE: September 23, 2015
SUBJECT: Contract No. EV0767

Jessica, we would like to continue using contract EV0767 that is American Equipment Company for repair truck mounted bodies & equipment: parts, service & installation. We will spend approximately \$20,000.00 from 004-1506-56530.



MODIFICATION OF CONTRACT

Res. 18961

1. Modification No.: 6 Effective Date: 06-01-15	2. Contract No.: EV0767 Effective Date: 06-01-09
3. Senior Buyer: Ronnell E. Simpson, Sr. Telephone Number: (816) 513-0805	5. Supplier – Name and Address J&D EQUIPMENT DBA: AMERICAN EQUIPMENT CO ATTN: HARRY VOLLAND 3250 HARVESTER ROAD KANSAS CITY, KS 66115
4. Issued By CITY OF KANSAS CITY, MISSOURI Procurement Services Division 1st Floor, Room 102 W, City Hall 414 East 12 th Street Kansas City, Missouri 64106-2793	

6. **SPECIAL INSTRUCTIONS:** Retain this signed copy of the modification and attach it to the original contract that was previously provided by the Procurement Services Division.

7. Description of Modification

Repair Truck Mounted Bodies and Equipment: Parts, Service & Installation

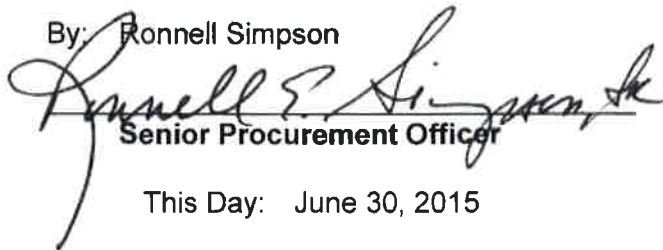
Contract **EV0767** renewed for one (1) year, at the current pricing level from June 1, 2015, to May 31, 2016, by extending the options to renew, the authority for which is contained in page 4, paragraph 10 Standard Instructions and Conditions.

Taxpayer Clearance Letter. In accordance with City Ordinance No. 010461, if the City renews a contract, the Vendor shall provide new proof of tax compliance dated not more than ninety (90) days prior to the renewal date of the contract. Submission of this proof shall be a condition precedent to the City making the first payment under such renewal. This tax clearance letter may be obtained from the City's Revenue Division at (816) 513-1135 or (816) 513-1083. <http://www.kcmo.org>

All other Terms and Conditions of Contract **EV0767 remain** unchanged.

8. City of Kansas City, Missouri

By: Ronnell Simpson



Senior Procurement Officer

This Day: June 30, 2015

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract with four twelve-month options to extend for the furnishing of Case construction equipment repair for use by the Public Works Department to Victor L. Phillips Company of Kansas City, Missouri, under the terms and conditions of the City of Kansas City, Missouri Contract No. EV2128, an existing government contract.

RESOLUTION NO. 18962, October 12, 2015

INTRODUCED BY Greg Grounds, County Legislator

WHEREAS, the Public Works Department has a need for Case construction equipment repair; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a term and supply contract for the furnishing of Case construction equipment repair for use by the Public Works Department to Victor L. Phillips Company of Kansas City (Jackson County), MO, under the terms and conditions of the City of Kansas City, Missouri Contract No. EV2128, an existing government contract; and,

WHEREAS, the Director recommends award under section 1030.4, Jackson County Code, 1984, for the reason that this will allow the County to take advantage of discounts offered to large entities; and,

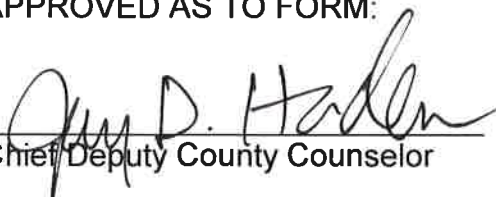
WHEREAS, this award is on an as needed basis and does not obligate the County to pay a specific amount; now therefore,

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

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contracts, to the extent that sufficient appropriations to the using spending agency are contained in the then current Jackson County budget.

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. 18962 of October 12, 2015, was duly passed on _____, 2015 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

This award is made on an as needed basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.


Date


Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION


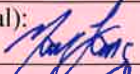

Completed by County Counselor's Office:

Res~~Ord~~ No.: 18962

Sponsor(s): Greg Grounds

Date: October 12, 2015

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract with Four (4) Twelve Month Options to Extend, for the furnishing of Case Construction Equipment Repair for the Public Works Department to The Victor L. Phillips Company of Kansas City, Missouri under the terms and conditions set forth in the City of Kansas City, Missouri Contract No. EV2128, an existing government contract.</u></p>										
<p>BUDGET INFORMATION</p> <p><i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Public Works Estimated Use: \$20,000</p> <p>This RLA only approves the Term and Supply Contract; the funds were/are appropriated through the annual budget adoption. Figures included in the background section are for informational purposes to provide an estimate of the contract value.</p> <p>Prior Year Budget (if applicable): \$50,000 Prior Year Actual Amount Spent (if applicable): \$0.00</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number:	
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number:											
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date): 17021, October 5, 2009</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Jessica Johnson, Senior Buyer, 881-3465</p>										
REQUEST SUMMARY	<p>The Road Maintenance Division of the Public Works Department would like to utilize the City of Kansas City, Missouri's Contract for Case Construction Equipment Repair.</p> <p>Pursuant to Section 1030.4 of the Jackson Count Code, the Director of Finance and Purchasing recommends the award of a Twelve Month Term and Supply Contract with Four (4) Twelve Months Options to Extend for the furnishing of Case Construction Equipment Repair for use by the Public Works Department to The Victor L. Phillips Company of Kansas City, Missouri under the terms and conditions of the City of Kansas City, Missouri Contract No. EV2128, an existing government contract.</p> <p>The Director of Finance and Purchasing recommends the approval of this Contract as a competitively bid government contract due to the higher volume discounts offer to larger government entities.</p> <p>This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation.</p>										
CLEARANCE	<p><input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										

ATTACHMENTS	Memorandum from Caroline Deihl of Public Works and the pertinent pages of the City of Kansas City, Missouri Contract No. EV2128.	
REVIEW	Department Director: 	Date: 9.25.15
	Finance (Budget Approval): <i>If applicable</i> 	Date: 9/28/15
	Division Manager: 	Date: 10/8/15
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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



Jackson County
Public Works Department

ROAD MAINTENANCE 34900 E. Old US 40 Hwy, P.O. Box 160
Grain Valley, Missouri 64029
(816) 847-7050 *phone*
(816) 847-7051 *fax*

MEMORANDUM

TO: Jessica Johnson, Purchasing

FROM: Caroline Deihl, Public Works – Road Maintenance

DATE: September 23, 2015

SUBJECT: Contract No. EV2128

Jessica, we would like to continue using contract EV2128 that is Victor L Phillip Company for repair truck mounted bodies & equipment: parts, service & installation. We will spend approximately \$20,000.00 from 004-1506-56530.



General Services Department

Res. 18962

Procurement Services Division

1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793

(816) 513-1161
Fax: (816) 513-1156

TERM SUPPLY AND SERVICE CONTRACT

The City of Kansas City, Missouri, by authority of the Manager of Procurement Services, does hereby accept, with modifications if any, the following bid:

SUPPLIER: Victor L. Phillip Company
(referred to hereafter as the "Supplier")

MBE/WBE GOALS: N/A

CONTRACT NO.: EV2128

EFFECTIVE DATES: From 06-01-15 to 05-31-16

DESCRIPTION: Case Construction Equipment Repair

A copy of the Supplier's signed bid is attached; and items not awarded, if any, have been deleted. This bid with **INSTRUCTIONS AND CONDITIONS** and any **ADDENDA** is attached hereto and hereby made a part of this Contract.

No financial obligation shall accrue against the City until the Supplier shall make delivery pursuant to order of the Manager of Procurement Services, and unless such order bears the written statement of the Director of Finance that there is a balance otherwise unencumbered to the credit of the appropriation to which the same is to be charged, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligations thereby incurred.


Supplier shall submit a performance bond to the City of Kansas City, Missouri with good and sufficient sureties in the sum of **NONE REQUIRED** for the faithful performance of this Contract. Bond shall be furnished within the time and in the manner prescribed in paragraph 18, Performance Bond Requirements, **INSTRUCTIONS AND CONDITIONS**.

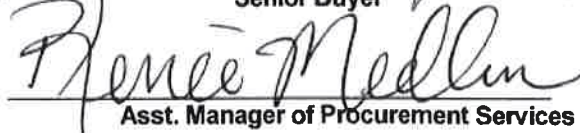
The Manager of Procurement Services for the City of Kansas City, Missouri shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, said Manager shall at his option declare this Contract void, and for any loss or damage by reason of such breach, whether this Contract is annulled or not, said Supplier and the sureties on said bond shall be liable.

The Contract incorporates the following:

BID NUMBER:	<u>EV2128</u>	NO. OF PAGES:	<u>1 THRU 19</u>
CLOSING DATE:	<u>06-02-2015</u>	APPENDICES NO.:	<u>N/A</u>
ATTACHMENT:	<u>INSTRUCTIONS AND CONDITIONS, PAGES A-1 thru A-8</u>		

Prepared By: Ronnell E. Simpson Sr


Senior Buyer


Asst. Manager of Procurement Services

Approved By: Renee Medlin

This Day of June 02, 2015

**CITY OF KANSAS CITY, MISSOURI**

Procurement Services Division
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-1181 FAX (816) 513-1156

BID NO.: EV2128**BID ISSUED: 05-14-15****BID CLOSES: 06-02-15, at 10:00 A.M.****INVITATION FOR BID****CASE CONSTRUCTION EQUIPMENT REPAIR****BID DUE: 06/02/2015, 10:00 A.M. (CT)**

Ronnell Simpson, Senior Procurement Officer
City of Kansas City, Missouri
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, MO 64106-2793
Telephone Number: (816) 513-0805
E-mail: ronnell.simpson@kcmo.org

- **READ CAREFULLY THE ATTACHED INSTRUCTIONS AND CONDITIONS, PAGES A-1 TO A-7.**
- Bid is subject to all conditions listed on this form and any attachments.
- Bid must be on this form 1215-035C.
- Each Bid must be returned signed and sealed in a separate envelope with the bid number, bid closing date and hour shown on the face of the envelope. Multiple copies, when requested, may be packaged together and should be marked Original and Copy #1, etc.



CITY OF KANSAS CITY, MISSOURI

Procurement Services Division
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-1161 FAX (816) 513-1156

BID NO.: EV2128

BID ISSUED: 05-14-15

BID CLOSES: 06-02-15, at 10:00 A.M.

STANDARD INSTRUCTIONS AND CONDITIONS

Case Construction Equipment Repair

1. INTENT

The Intent and purpose of the City of Kansas City, Missouri, is to solicit competitive bids for Case Construction Equipment. This is a Twelve (12) Month Term and Supply Contract with Renewal Options.

2. AWARD

Award will be made in the best interest of the City of Kansas City, to the lowest and best responsive and responsible Bidder.

3. RENEWAL OPTIONS

- 3.1 The period of performance under the contract is for one (1) year at fixed and firm prices with a unilateral contractual right on the part of the City to extend this price for an additional four (4) one-year periods.
- 3.2 The continuation of the incumbent Supplier in the option year(s) is a prerogative of the Buyer and is not a contractual right of the Supplier. The Buyer's decision as regards exercising the option(s) is not subject to appeal.
- 3.3 The option year prices will be determined by the Buyer by negotiation with the Supplier. (Note: YEARLY INCREASES ARE NOT AUTOMATIC. THE SUPPLIER MUST PROVIDE WRITTEN PROOF THAT THE REQUESTED INCREASE IS WARRANTED.)



CITY OF KANSAS CITY, MISSOURI

Procurement Services Division
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-1161 FAX (816) 513-1166

BID NO.: EY2126

BID ISSUED: 05-14-16

BID CLOSES: 06-02-16 at 10:00 A.M.

4. ORDERING AND SHIPPING INSTRUCTIONS AND LIMITATIONS

- 4.1 Products/services needed by the City will usually be ordered against a blanket purchase order issued by the Procurement Services Division. The purchase order will be for a stated dollar amount and will terminate at time shown on purchase order or expiration of contract, whichever is earlier. Purchase orders for specific items and quantities may also be issued against this contract.
- 4.2 The City department named in the "Ship to Address" on the purchase order is required to provide the Supplier with the names of persons authorized to place orders against the contract. Personnel picking up merchandise must show official identity card of the City of Kansas City, Missouri, and provide the purchase order number to the Supplier at the time of pick up.
- 4.3 Any material still on back order thirty (30) days beyond the expiration of the contract or the order date will be considered cancelled and any subsequent deliveries will be refused.

6. TAX CLEARANCE FOR CITY

26. TAX CLEARANCE FOR CITY and LOCAL GOVERNMENTS

The local governments of City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), have agreed to help enforce each other's Tax Laws to insure that taxpayer funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contractor agrees that Contractor shall be in compliance with the Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition precedent to City making City's first payment under the contract or any contract renewal.

The selected Contractor may obtain the City tax clearance letter from the City's Commissioner of Revenue at (816) 513-1135 or (816) 513-1089 and authorize the City to obtain the Clearance letters from the Local Governments of City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), dated not more than ninety (90) days from the date of submission.

6. MISSOURI SECRETARY OF STATE BUSINESS ENTITY REGISTRATION

Prior to execution of a contract with the City, the apparent successful Bidder must submit a current copy of Bidder's Certificate of Good Standing from the Missouri Secretary of State's website. www.sos.mo.gov



CITY OF KANSAS CITY, MISSOURI

Procurement Services Division
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-1161 FAX (816) 513-1156

BID NO.: **EV2128**

BID ISSUED: **06-14-15**

BID CLOSES: **06-02-15, at 10:00 A.M.**

7. CITY OF KANSAS CITY MISSOURI BUSINESS LICENSE

Prior to execution of a contract with the City, the apparent successful Bidder must submit a current copy of Bidder's valid business license. Bidders may obtain this business license from the City's Revenue Division/Business License section at <http://www.kcmo.org> or (816) 513-1135.

8. EMPLOYEE ELIGIBILITY VERIFICATION

If this contract exceeds five thousand dollars (\$5,000.00), Supplier shall execute and submit an affidavit, in a form prescribed by the CITY and included in this IFB, affirming that Supplier does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Supplier shall attach to the affidavit documentation sufficient to establish Supplier's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Supplier may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those Suppliers enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Supplier will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Supplier shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

9. PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS

Section 2-1018 of the City's Code prohibits former elected City officials and former executive or administrative employees of the City from trying to influence a decision of the City on behalf of an employer or client for one (1) year after that former employee or official leaves the City's employ. By submitting a Bid, Bidder affirms that Bidder and its team members and employees are in compliance with the requirements of Section 2-1018. Failure to comply with the requirements of Section 2-1018 may cause the Bid to be rejected.

10. SUPPLIER PRICING GUARANTEE

The contracting Supplier guarantees that as a certified Supplier of the City, and by entering into this agreement, agrees not to sell to any other governmental agency at lower prices than specified in this contract. If lower prices are offered to other governmental agencies for the same product or service, then those same lower prices will be offered to the City and the contract modified to reflect the lower price change.

11. BUY AMERICAN AND MISSOURI PREFERENCE POLICIES

(a) Buy American Preference



CITY OF KANSAS CITY, MISSOURI

Procurement Services Division
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-1161 FAX (816) 513-1156

BID NO.: EV2128

BID ISSUED: 06-14-15

BID CLOSES: 06-22-15, at 10:00 A.M.

It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When Bids offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the Bid that uses manufactured goods or commodities that are manufactured or produced in the United States.

(b) Buy Missouri Preference

It is the policy of the City to give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when the quality is equal or better and delivered price is the same or less. It is the Bidder's responsibility to claim these preferences.



CITY OF KANSAS CITY, MISSOURI

Procurement Services Division
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-1161 FAX (816) 513-1156

BID NO.: EV2128

BID ISSUED: 05-14-16

BID CLOSES: 06-02-16 at 10:00 A.M.

12. NON-PERFORMANCE OPTION TO TERMINATE

The City reserves the right to terminate the contract for non-performance if service is deemed unacceptable or not in accordance with the listed specifications. The date of termination shall be stated in written notice to the Supplier. The City shall be the sole judge of non-performance under the contract.

All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified.

13. CONTRACT EXTENSION

This contract may be extended by the City at its sole option under the same terms and conditions despite the expiration of the original contract or any option to renew as long as the contract has not been expired for more than ninety (90) days.

14. CERTIFICATE OF INSURANCE

The successful Bidder is required to furnish evidence of the following insurance in accordance with paragraphs 58G to 58I, INSTRUCTIONS AND CONDITIONS. Satisfactory evidence of insurance will be required by completion of a Certificate of Insurance or by other means outlined in Paragraph 58 G through I. Certificates must be provided within twenty-one (21) calendar days after receipt of a request for an insurance certificate. Work may not commence until the Certificate of Insurance showing evidence of contractual liability is received. Failure to provide the Certificate in a timely manner may be grounds for disqualification of a bid or default of a contract. Payment of invoices will be withheld until the Certificate is approved.

- 14.1 The City's Certificate of Insurance form has all City required language included. An insurance agent must indicate coverage and complete and sign the form. The coverage requirements are as follows:

General Liability:

\$1,000,000 Combined Single Limit per Occurrence, and
\$2,000,000 aggregate per Occurrence

Automobile Liability:

\$1,000,000 Combined Single Limit per Occurrence

Workers' Compensation and Employer's Liability shall meet statutory requirements.



CITY OF KANSAS CITY, MISSOURI

Procurement Services Division
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64108-2793
(816) 513-1161 FAX (816) 513-1166

BID NO.: EV2129

BID ISSUED: 09-14-16

BID CLOSES: 09-02-16, at 10:00 A.M.

14.2 If other non-standard City form for insurance certification is utilized, it must:

Name the City of Kansas City, Missouri as the certificate holder;
Name the City of Kansas City, Missouri as an additional insured; and
Provide cancellation notification to the City thirty (30) days before cancellation.
Standard cancellation clauses must have the wording "endeavor to" or "try to" deleted.
Any reference absent of obligation for failure to notify certificate holder must be deleted.

14.3 Please refer to the front of this document for the name of the Buyer and the Bid Number.
This information must be included on your Insurance Certificate and/or Bid/Performance Bond.

15. GREEN, ECO-FRIENDLY, SUSTAINABLE INITIATIVES

It is the desire of the City of Kansas City, Missouri to purchase and use as much "green, eco-friendly, sustainable" product as possible. From a "Lifestyle" perspective, this could include: Product Content, Pre-Manufacture, Manufacture, Product Design, Packaging and Distribution, Use/Re-use and Maintenance, and Waste Management.

The City recognizes EnergyStar, GreenSeal, and UL Environmental among others.

16. EMERGENCIES

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, Supplier shall provide special services to the City including Supplier shall open Supplier's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) Supplier shall not charge City any fee for opening facilities during an emergency or for extending Supplier's hours of operation during a disaster. City shall pay Supplier the agreed upon contract prices for all purchases made by City during the disaster and Supplier shall not charge City any additional mark-up, fee or cost for any purchases made by City during a disaster.
- (d) Supplier shall quickly mobilize Supplier's internal and external resources to assist City when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, Supplier's facilities shall stay open 24 hours if requested by the City. Supplier shall utilize additional Supplier personnel to take City orders if necessary. Supplier's Call Center shall accept phone orders 24 hours a day.



CITY OF KANSAS CITY, MISSOURI

Procurement Services Division
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-1161 FAX (816) 513-1156

BID NO.: EV2128

BID ISSUED: 06-14-15

BID CLOSES: 06-02-15, at 10:00 A.M.

- (f) Supplier shall have contingency plans with Supplier's suppliers to provide additional supplies and equipment quickly to City as needed.
- (g) Supplier shall cooperate with City to properly document any and all expenses incurred by City with Supplier and Supplier shall assist City in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

17. BID INFORMATION

The public bid opening will be held on June 02, 2015 at 1 p.m., at the address listed below. Bids are mailed to the following address:

Ronnell Simpson, Senior Procurement Officer
Procurement Services Division
City of Kansas City, Missouri
1st Floor, 102 W, City Hall
414 East 12th Street
Kansas City, MO 64106-2793

The bid results will be available ten (10) days after the bid opening. Please contact Ronnell Simpson at (816) 513-0805.

18. QUESTIONS AND ANSWERS

For further information or clarification, any and all questions must be submitted in writing via e-mail or faxed as follows to:

Ronnell Simpson, Senior Procurement Officer

FAX: (816) 513-1156
E-mail: ronnell.simpson@kcmo.org

All questions submitted will be answered in writing. If your question results in a change in the Specifications, an Addendum will be sent to all prospective Bidders.

The deadline for questions concerning this IFB is May 22, 2015.



CITY OF KANSAS CITY, MISSOURI

Procurement Services Division
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-1161 FAX (816) 513-1168

BID NO.: EV2128

BID ISSUED: 06-14-16

BID CLOSES: 06-02-16 at 10:00 A.M.

SPECIAL INSTRUCTIONS AND CONDITIONS

20. PRICING AND PAYMENT

- 20.1 Prices are to be firm and fixed for the period of the contract.
- 20.2 Prices will be as quoted on items listed on the Pricing page(s).
- 20.3 Current price lists or catalogs will be furnished with the quote. Price lists and/or catalogs will be provided to various City departments as requested.
- 20.4 The City is under no obligation to pay invoices in excess of the purchase order limitations. Departmental personnel do not have the authority to order in excess of the purchase order amount. The Supplier will not sell to any department in excess of the purchase order amount.

21. SERVICE NOTES

- 21.1 Services to be provided, but not limited, to Case Construction Equipment Repair.
- 21.2 The Supplier must have trained personnel qualified to provide the service required for this contract, and submit proof of this with bid (resumes, copies of certifications, etc.).
- 21.3 The Supplier must be located in the Greater Kansas City metropolitan area. The Supplier must have a source of rapid supply for parts.

22. AUTHORIZED DISTRIBUTOR

- 22.1 Supplier must be a manufacturer or manufacturer's authorized distributor of Case Construction Equipment
- 22.2 All warranty and non-warranty diagnostic and repair service provided by Supplier shall be performed by Certified Service Technicians to execute the needed diagnostic, repair, and maintenance work.



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Procurement Services Division
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(816) 513-1161 FAX (816) 513-1166

BID NO.: EV2128

BID ISSUED: 05-14-16

BID CLOSES: 06-02-16 at 10:00 A.M.

- 22.3 Prior to any work being performed for the City, for all warranty and non-warranty diagnostic and repair services, Supplier shall provide the City with a diagnosis and repair cost estimate within twenty-four (24) hours of receipt of equipment. The estimate shall include a detailed explanation of root cause of the failure(s) and the parts and materials to be replaced.
- 22.4 If the City approves the Supplier's non-warranty diagnosis and repair cost estimate, the City shall issue a Purchase Order based upon the Supplier's non-warranty diagnosis labor rates and repair cost estimate.
- 22.5 Any change(s) by the Supplier to the Supplier's original repair cost estimate will require authorization by the City prior to proceeding with repair work.

23. SERVICE CALLS

Emergency service may be required twenty-four (24) hours per day, seven (7) days per week.

24. REPAIR ORDERS

24.1 Authorization of Work

All work performed under this contract must be covered by a purchase order with proper certification of funds and a sufficient fund balance. Under no circumstances will work be performed that is not funded and authorized in advance. Any work performed that is not covered by a purchase order will be at the Contractor's risk and expense.

24.2 Cost Estimates

24.2.1 Prior to commencing work, a work order cost estimate will be prepared and submitted to the department ordering work under the contract. The estimate must be reviewed and approved by a departmental supervisor. The estimate may become a part of a purchase order issued for a single repair work order or be approved as part of a series of work orders issued against a blanket purchase order.

24.2.2 Estimates will be as firm and accurate as is possible without equipment disassembly and without delay to secure finite parts price from manufacturers. These costs will be referred to as the target cost.

24.2.3 All estimates will contain a ceiling cost. The ceiling cost may not be exceeded without the written authorization of the departmental supervisor. When, during the course of a repair job, it becomes apparent that the ceiling cost will be exceeded, the Contractor will immediately inform the departmental supervisor who approved the estimate, and prepare a new estimate with a revised target cost and a new ceiling cost. The revised estimates must be approved prior to incurring costs beyond the previously agreed ceiling cost.



CITY OF KANSAS CITY, MISSOURI

Procurement Services Division
1st Floor, Room 102 W. City Hall
414 East 12th Street
Kansas City, Missouri 64108-2793
(816) 513-1161 FAX (816) 513-1158

BID NO.: EV2128

BID ISSUED: 05-14-18

BID CLOSES: 06-02-18, at 10:00 A.M.

24.2.4 Labor rates shall not exceed the rates in the contract.

24.3 Stop Work Orders

24.3.1 The City reserves the right to order, in writing, that all work cease on the work order.

24.3.2 The City will be obligated only for work performed up to the issuance of the stop work order.

25. REPAIR ORDER PAYMENT

25.1 A fully itemized work order will be submitted to the department at the time of delivery. It will contain detailed labor hours, price list of materials and parts used. Labor rates on each service will be separated and listed on the invoice.

25.2 Invoices submitted for payment will reference and have attached a copy of the work order.

25.3 Final payment will be made only after delivery of the equipment and completion of the final acceptance inspection.

25.4 The City is obligated to promptly pay all valid invoices and to take prompt action to resolve any differences in regards to acceptance of work and payment.

25.5 Invoices shall contain the following:

- Complete itemized detail of repairs
- Exact labor hours and hourly rate
- City license plate (or unit) number

26. WARRANTY

The Supplier shall provide complete warranty information to the City department on all repair parts and labor repairs whether or not payment is made to the Supplier. For the City to be in compliance with state law concerning maintenance documentation, it is imperative that the City receive copies of all invoices, non-warranty or otherwise.

27. GUARANTEE

All work performed will be guaranteed against any defect due to faulty material and/or workmanship. Replacement of defective parts and performance of additional labor shall be done at no cost to the City.



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Procurement Services Division
1st Floor, Room 102 W, City Hall
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(816) 513-1161 FAX (816) 513-1158

BID NO.: EV2128

BID ISSUED: 05-14-15

BID CLOSES: 06-02-15 at 10:00 A.M.

28. MATERIAL SPECIFICATIONS

All material used will be new. No salvaged material is to be used for this Contract.

29. SUBCONTRACTING

This contract, or any portion thereof, shall not be subcontracted without the written consent of the User Department. Subcontracting shall under no circumstances relieve the Supplier of any liability or obligation under this contract, and all transactions must be through end Supplier. If subcontracting is contemplated from the outset of the contract, the name and qualifications of the subcontractor shall be provided as a part of the Bid.

**CITY OF KANSAS CITY, MISSOURI**

Procurement Services Division
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-1161 FAX (816) 513-1168

BID NO.: EV2128**BID ISSUED: 05-14-16****BID CLOSES: 06-02-16, at 10:00 A.M.****PRICING**

**WE HAVE READ ALL INSTRUCTIONS & CONDITIONS, SPECIFICATIONS, AND ATTACHMENTS,
AND PROPOSE TO FURNISH THE FOLLOWING F.O.B. DESTINATION:**

NIGP ITEM NO.	ITEM AND SPECIFICATION	UNIT PRICE	TOTAL
1.	HOURLY RATE IN SHOP (REGULAR HOURS)	\$ <u>110⁰⁰</u>	\$ _____
2.	HOURLY RATE IN FIELD (REGULAR HOURS)	\$ <u>120⁰⁰</u>	\$ _____
3.	HOURLY RATE IN SHOP (OVERTIME)	\$ <u>130⁰⁰</u>	\$ _____
4.	HOURLY RATE IN FIELD (OVERTIME)	\$ <u>140⁰⁰</u>	\$ _____
5.	PLEASE SUBMIT LISTING OF AUTHORIZED MANUFACTURER UTILITY EQUIPMENT		<u>10%</u>
6.	PLEASE LIST DISCOUNT ON ALL PARTS FOR PURCHASE OF REPAIR OF EQUIPMENT		



CITY OF KANSAS CITY, MISSOURI

Procurement Services Division
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-1161 FAX (816) 513-1156

BID NO.: EV2128

BID ISSUED: 06-14-10

BID CLOSES: 06-22-10, at 10:00 A.M.

SUPPLIER INFORMATION

1. OTHER ITEM DISCOUNTS

Please state the City contract discount from the Manufacturer's Current Price List.

CASE, HYUNDAI, ATLAS COPCO,

Percentage Discount: 10% %

2. HOURS OF OPERATION AND LOCATION

Monday through Friday 7:00 a.m. to 5:30 p.m.

Holidays and Weekends on call a.m. to on call p.m.

Contact Name Bill Estabro

Telephone Number 816-241-8290

Cell Phone Number 816-803-8351

Address of Service Location(s) 4100 Gordon Ave KC MO 64110

3. DELIVERY SERVICES

Indicate advance notice required prior to delivery: 2 Hours

State normal delivery schedule: 7:00 AM - 5:30 PM

State minimum order value to qualify for free delivery: \$ None

State cost of delivery if less than minimum order value: \$ None



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Procurement Services Division
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414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-1161 FAX (816) 513-1158

BID NO.: **EV2128**

BID ISSUED: **05-14-15**

BID CLOSES: **06-02-15, at 10:00 A.M.**

4. AUTHORIZED SIGNATURE

By submission of the IFB, the undersigned certifies that:

- It has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Kansas City, Missouri employee or official or to any current consultant to the City of Kansas City, Missouri;
- It has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- The prices contained in this bid have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition;
- It has the full authority of the Offeror to execute the bid and to execute any resulting contract awarded as the result of, or on the basis of, the bid;
- Bidder will not withdraw the bid for ninety (90) days;
- By the below signature, I hereby certify that I have both the legal authority from my company and the right to enter into this contractual agreement with the City of Kansas City, Missouri, and have read, understood, and hereby fully accept all the terms, conditions, specifications, and pricing information contained within this document as well as any and all subsequent pages, addenda, and notices.

Authorized Representative: Bill Estaly

Signature: [Signature]

Title: VP Product Support

Company Name: The Victor L Phillips Company

Address: 4100 Gardner Ave

City, State, Zip: K.C. Mo 64120

Telephone Number: 816-241-9290

Fax Number: 816-241-1738

E-mail Address: besterly@vpc.com

E-mail Address for Purchase Orders: besterly@vpc.com

Date: 5/18/15

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for roof maintenance and repairs for use by the Department of Corrections to Delta Commercial Roof of Kansas City, Kansas, under the terms and conditions set forth in the 16th Circuit Court of Jackson County Missouri Family Court Division Contract No. 4501502615, an existing government contract, at an actual cost to the County not to exceed \$28,767.00.

RESOLUTION NO. 18963, October 12, 2015

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Department of Corrections is in need of roof repairs and maintenance to the main roof of the Detention Center; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a contract for the furnishing of roof maintenance and repairs to Delta Commercial Roofing of Kansas City, Kansas, under the terms and conditions set forth in the 16th Circuit Court of Jackson County Missouri Family Court Division Contract No. 4501502615, an existing government contract, at an actual cost to the County not to exceed \$28,767.00; and,

WHEREAS, pursuant to section 1030.4, Jackson County Code, 1984, the Director of Finance and Purchasing is required to submit to the Legislature for approval any purchase under an existing government contract which exceeds \$25,000.00; and,

WHEREAS, the Director of Finance and Purchasing recommends award to Delta Commercial Roofing under the existing government contract due to the higher volume discounts offered to larger entities; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing and that the Director be and hereby is authorized to execute for the County any documents necessary to the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing 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:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18963 of October 12, 2015, was duly passed on _____, 2015 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 2701 58020
ACCOUNT TITLE: General Fund
Corrections
Buildings & Improvements
NOT TO EXCEED: \$28,767.00



Date



Director of Finance and Purchasing

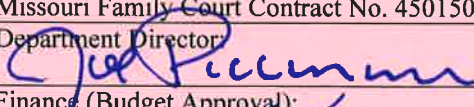
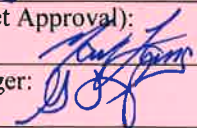
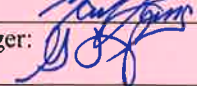
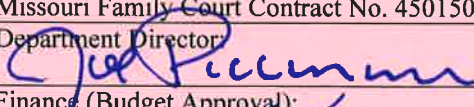
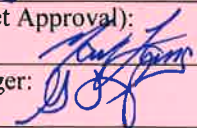
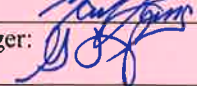
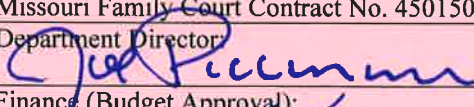
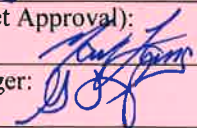
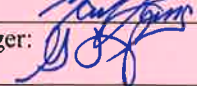
REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18963

Sponsor(s): Alfred Jordan

Date: October 12, 2015

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the Maintenance Repairs to the Roof of the Detention Center for the Department of Corrections from Delta Commercial Roofing of Kansas City, Kansas under the terms and conditions of the 16th Circuit Court of Jackson County, Missouri Family Court Division Contract No. 4501502615, and existing government contract.</u></p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$28,767.00</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td></td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$28,767.00</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$28,767.00</td></tr> <tr> <td>Source of funding (name of fund) and account code number: 001-2701-58020 General Fund, Corrections, Buildings and Improvements</td><td>\$28,767.00</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$ Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$28,767.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$28,767.00	Amount budgeted for this item * (including transfers):	\$28,767.00	Source of funding (name of fund) and account code number: 001-2701-58020 General Fund, Corrections, Buildings and Improvements	\$28,767.00
Amount authorized by this legislation this fiscal year:	\$28,767.00										
Amount previously authorized this fiscal year:											
Total amount authorized after this legislative action:	\$28,767.00										
Amount budgeted for this item * (including transfers):	\$28,767.00										
Source of funding (name of fund) and account code number: 001-2701-58020 General Fund, Corrections, Buildings and Improvements	\$28,767.00										
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date):</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>										
REQUEST SUMMARY	<p>The Department of Corrections would like to make Maintenance Repairs to the Main Roof of the Detention Center. It is estimated that the maintenance and repairs will extend the performance of the existing roof for another decade.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the purchase of Maintenance Repairs to the Roof of the Detention Center for the Department of Corrections from Delta Commercial Roofing of Kansas City, Kansas under the terms and conditions of the 16th Circuit Court of Jackson County, Missouri Family Court Contract No. 4501502615, an existing government contract.</p> <p>The Director of Finance and Purchasing recommends the purchase be made under this contract due to the higher volume discount offered to larger government entities and/or buying groups.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
ATTACHMENTS	<p>Quotation from Delta Commercial Roofing and the pertinent pages of the 16th Circuit Court of Jackson County, Missouri Family Court Contract No. 4501502615</p>										
REVIEW	<table border="1"> <tr> <td>Department Director: </td><td>Date: 9-30-15</td></tr> <tr> <td>Finance (Budget Approval): If applicable </td><td>Date: 10/1/15</td></tr> <tr> <td>Division Manager: </td><td>Date: 10/8/15</td></tr> <tr> <td>County Counselor's Office:</td><td>Date:</td></tr> </table>	Department Director: 	Date: 9-30-15	Finance (Budget Approval): If applicable 	Date: 10/1/15	Division Manager: 	Date: 10/8/15	County Counselor's Office:	Date:		
Department Director: 	Date: 9-30-15										
Finance (Budget Approval): If applicable 	Date: 10/1/15										
Division Manager: 	Date: 10/8/15										
County Counselor's Office:	Date:										

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

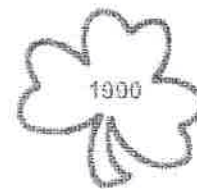
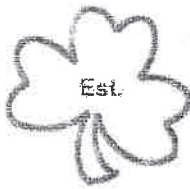
This expenditure was included in the Annual Budget.

RES # 18963

Budgeting

ating

041-2701-58020



508 S 14th St

Kansas City, KS 66105

phone (913) 371-7100
 fax (913) 371-7107
www.deltaservices.com

July 13, 2015

Mr. Craig Mosher, Facility Administrator
 Jackson County Department of Corrections
 1300 Cherry Street
 Kansas City, MO 64108

Re: Roof Repair & Maintenance, Detention Center, Main Roof, 1300 Cherry, KCMO

Mr. Mosher,

We propose to furnish all labor, materials, and interior loading necessary to complete roof repairs to the above referenced facility per the following specifications.

PRICE: Twenty-eight Thousand, Seven Hundred Sixty-seven dollars, (\$28,767.00).

- 1) Access must be provided by the building's facilities staff in order to load materials from the interior. Roofing Repair Crew will have qualified for LAC background check as conducted by the US Army for being able to work on base at Fort Leavenworth. No other backgrounds are included as may be required by Jackson County for access to a secured area. Maintaining LAC also means ongoing training for these individuals in OPSEC, (Operations Security), AT-1, (Anti-terrorist Training, Level 1), and i-Watch, (also related to AT).
- 2) All low parapet wall base flashings will receive two applications of reflective white roof coating after elastomeric mastic has been applied to each vertical lap, and corner around the perimeter of the roof.
- 3) While the base flashings are undergoing remediation, the metal coping will be checked for the deficiency of separation from their wind cleats and marked for repair by our sheet metal employees. The area dividers that have been crushed to the south will both receive new "teepee" caps to match the existing remaining undamaged portions. Loose coping cap will be re-anchored with a combination of hand-braking and fasteners. Backed out existing fasteners will be removed and replaced with larger shaft fasteners and rubber washers. Caulking will be performed as necessary.
- 4) All pitch pans will be topped off with modified mastic.
- 5) All debris generated by this work will be removed on a daily basis.

Thank you for the privilege of quoting on this work and if favored with the same, you may rest assured it will receive our careful attention.

Sincerely,

H. George Modlin

H. George Modlin Special
 Projects



16TH CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
FAMILY COURT DIVISION
625 E. 26TH STREET
KANSAS CITY, MISSOURI 64108

Res. 18963



BID CONTRACT 4501502615
ROOFING SERVICES
COVER PAGE

Date of Bid Solicitation: Thursday, May 21, 2015 Date of Bid Opening: Monday, June 15, 2015
Date of Award: Friday, June 26, 2015
Account Code: 001-2101-6510
Item: Roofing Services
Service Hours: Normal Business - 6:00 am to 6:00 pm - Monday thru Sunday
After/Emergency - 24 hours - 7 days/week
Cost: Time & Material - See Section 7.0
Period of Contract: July 1, 2015 THROUGH June 30, 2020
Renewable Options: None
Local Government Use: Yes (Cooperative Procurement)
Funding Clause: Yes - Section 24.4
Termination Clause: Yes - Sections 24.6 & 24.6.1

.....

Vendor FMS Code: DIS25060 • E-Verify Company ID No.: 146160
Contractor Name: Delta Innovative Services Inc.
Mailing Address: 508 South 14th Street
City/State/Zip Code: Kansas City, Kansas 66105
Phone Number: 913.371.7100
Fax Number: 913.371.7107
Payment Remittance Address: 508 South 14th Street
City/State/Zip Code: Kansas City, Kansas 66105
Federal Tax ID or FEIN: 20-0820115
Supplier Small Business: NO
Supplier Minority Owned: NO
Supplier Woman Owned: NO

Authorized Signature: Sabina R. Boyle Title: President

To Place Service Calls : H. George Modlin • Kathleen Early
Phone Number: 816.896.3020 • 816.808.7931
E-Mail Address: hgmodlin@deltaservices.com • kearly@deltaservices.com

1.0 INTENTION

1.1 The intention of this IFB is to establish and award an (on needed basis) ROOFING SERVICES CONTRACT between the Jackson County Family Court (herein referred to as the "Family Court") and a qualified licensed roofing company (herein referred to as the "Contractor"), collectively referred to as the "parties".

1.1.1 Pursuant to the pricing, specifications, terms, conditions and any amendments, if issued as set forth in this solicitation, the parties agree as follows in consideration of the mutual covenants contained herein.

1.1.2 The contractor's bid response and acceptance by the Family Court upon issuance of an award letter shall constitute a binding agreement for the **Roofing Services**, thus eliminating the need for a formal signed contract between the parties.

1.2 This contract shall be an open account (charge account) and billed accordingly. The Family Court Purchasing Department shall issue a purchase order as a means to encumber funds. Invoices shall be paid against/from said purchase order number. A new purchase order shall be issued as required and at the beginning of each calendar year during term of contract. No invoices shall be paid without a purchase order number.

1.3 The term of this CONTRACT shall be from **July 1, 2015 THROUGH June 30, 2020**. No automatic renewals will be honored or granted during the term of this CONTRACT.

2.0 SCOPE OF SERVICE

2.1 Under this CONTRACT; the contractor shall provide all labor, equipment, parts and materials necessary in order to provide any of the Family Court facilities with any needed **emergency or general roofing repairs, required maintenance and/or any possible new installations**. All work performed under this contract shall be in compliance with City or County codes and/or state or federal regulations, the most current Uniform Building Code and/or any International Roofing Code.

2.2 This contract shall cover jobs [except **emergency repairs**] not to exceed Five Thousand Dollars (\$5,000.00) without written approval. The contractor shall provide written cost proposal for non-emergency roofing services for work estimated at over the \$5,000.00.

2.2.1 The Family Court reserves the right to bid out projects considered **Non-Emergency, New Installations or Major Repairs (unless an emergency situation)** over \$5,000.00. When going out for bid, the Family Court reserves the right to use any scope of work and/or specifications obtained from contractor.

2.3 The contractor shall be capable of performing services on all the following, but not limited to, roof types.

No.	ROOF TYPE	CIRCLE MANUFACTURERS YOU ARE CURRENTLY AUTHORIZED TO INSTALL/REPAIR
1.	BUILT-UP ROOFING (BUR): Hot asphalt, Coal tar or Cold-applied adhesive	<div style="display: flex; flex-wrap: wrap; justify-content: space-around;"> <div style="border: 1px solid black; border-radius: 50%; padding: 2px 10px; margin: 2px;">Tamko</div> <div style="border: 1px solid black; border-radius: 50%; padding: 2px 10px; margin: 2px;">Johns-Mansville</div> <div style="border: 1px solid black; border-radius: 50%; padding: 2px 10px; margin: 2px;">Firestone</div> <div style="border: 1px solid black; border-radius: 50%; padding: 2px 10px; margin: 2px;">Tremco</div> <div style="border: 1px solid black; border-radius: 50%; padding: 2px 10px; margin: 2px;">Derbigum</div> <div style="border: 1px solid black; border-radius: 50%; padding: 2px 10px; margin: 2px;">Certainteed</div> <div style="border: 1px solid black; border-radius: 50%; padding: 2px 10px; margin: 2px;">GAF</div> </div>
2.	MODIFIED BITUMEN: Hot asphalt, Cold-applied adhesives or torch method	
3.	SINGLE PLY MEMBRANE: TPO, EPDM, PVC, or Hypalon	<div style="display: flex; flex-wrap: wrap; justify-content: space-around;"> <div style="border: 1px solid black; border-radius: 50%; padding: 2px 10px; margin: 2px;">Carlisle-Syntec</div> <div style="border: 1px solid black; border-radius: 50%; padding: 2px 10px; margin: 2px;">Firestone</div> <div style="border: 1px solid black; border-radius: 50%; padding: 2px 10px; margin: 2px;">Johns-Mansville</div> <div style="border: 1px solid black; border-radius: 50%; padding: 2px 10px; margin: 2px;">GAF</div> <div style="border: 1px solid black; border-radius: 50%; padding: 2px 10px; margin: 2px;">Tremco</div> <div style="border: 1px solid black; border-radius: 50%; padding: 2px 10px; margin: 2px;">Versico</div> <div style="border: 1px solid black; border-radius: 50%; padding: 2px 10px; margin: 2px;">GenFlex</div> </div>
4.	CLAY TILE ROOFING: to include Spanish (Barrel) or Mission	<div style="display: flex; flex-wrap: wrap; justify-content: space-around;"> <div style="border: 1px solid black; border-radius: 50%; padding: 2px 10px; margin: 2px;">Ludowici</div> <div style="border: 1px solid black; border-radius: 50%; padding: 2px 10px; margin: 2px;">Santafé Tile</div> <div style="border: 1px solid black; border-radius: 50%; padding: 2px 10px; margin: 2px;">Boral USA</div> <div style="border: 1px solid black; border-radius: 50%; padding: 2px 10px; margin: 2px;">MCA Tile</div> <div style="border: 1px solid black; border-radius: 50%; padding: 2px 10px; margin: 2px;">Gladding, McBean</div> <div style="border: 1px solid black; border-radius: 50%; padding: 2px 10px; margin: 2px;">Northern Roof Tiles</div> </div>

DELTA INNOVATIVE SERVICES, INC.
Company Name

Salina R. Baife
Signature

6.11.15
Date

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Jackson County Family Court

"Working with Families to Improve Our Future One Child at a Time"

6.0 WARRANTY

6.1 Repairs to existing roofs as to labor and materials shall be warranted for a period of not less than ninety (90) days.

6.2 The contractor shall provide roof replacement to the Family Court with the manufacturer's warranty and a two (2) year MIDWEST ROOFING CONTRACTORS ASSOCIATION (MRCA) warranty. All warranty work shall be accomplished by factory authorized personnel. The Family Court shall require a 20 year NO DOLLAR LIMIT WARRANTY on certain roof replacements.

7.0 PRICING STRUCTURE

7.1 The labor rates submitted shall be firm and fixed for the duration of each year of this contract as defined in the following sections. All submitted labor rates shall include, but is not limited to; labor, supervision, equipment, fuel, oil, incidentals, company's profit margin and related items necessary to complete the work in accordance with the scope of service and provisions as contained herein. All trip and fuel surcharges shall be the responsibility of the contractor.

7.2 The Jackson County Family Court carries the Federal Tax Exempt Number 43-91-0217K and is exempt from city/state sales tax under Section 144.062, RSMo (Missouri Tax I.D. 12495671), and **such taxes shall not be included** in bid prices. A Missouri Sales and Use Tax Exemption letter and Missouri Project Exemption Certificate will be provided upon request.

7.3 Contractor shall offer a 10 % MARKUP on any parts, equipment, materials, and supplies purchased/leased from their suppliers and **must provide** to the court their supplier's invoice and markup sheet to support the charge for any parts, equipment, materials, and supplies purchased/leased in support of any particular work or service performed under this contract.

7.4 The undersigned contractor hereby proposes to perform all labor work as outlined in the Scope of Work as necessary and incidental to the completion of the Roofing Services per the following Hourly Rates for a Journeyman during Contracted Year from July 1, 2015 THROUGH June 30, 2016:

Item	Labor Description	Regular Time "Hourly rate"	Overtime "Hourly rate"	Weekends/Holidays "Hourly rate"
001	Roofer	\$ 69.25	\$ 95.00	\$ 122.00
002	Sheet Metal Worker	\$ 96.00	\$ 119.00	\$ 145.00
003	Carpenter	\$ 76.00	\$ 97.00	\$ 119.00
004	Bricklayers/Stone Mason	\$ 96.00	\$ 119.00	\$ 145.00
005	General Laborer	\$ 62.00	\$ 79.00	\$ 96.00
006	Truck Driver-Teamster Group II	\$ 62.00	\$ 79.00	\$ 96.00
007	Combined hourly labor rates	\$ 461.25	\$ 588.00	\$ 723.00
008	Average of the combined hourly labor rates, i.e. the combined hourly labor rates (item 007) divided by 6 equals average hourly labor rate.	\$ 76.875	\$ 98.00	\$ 120.50

DELTA INNOVATIVE SERVICES, INC.
Company Name

Debra R. Beale
Signature

6-11-15
Date

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Jackson County Family Court

"Working with Families to Improve Our Future One Child at a Time"

Document Information

Doc ID: RE 321158090029639000
Ref ID:
Date: 09/15/15 **Copy Only:** ☐
Buyer: JMJ **Send:** PRINT

Total Amount: 28,767.00

Requester Information

Invoice To:
Requester: WALKER MARVIN
Dept: 2701

Vendor Information

ID: DIS25060
Name: DELTA INNOVATIVE SERVICES INC
Address: 508 S 14TH STREET

Shipping Information

Ship To: 0001
Name: DEPARTMENT OF CORRECTIONS
Address: JACKSON COUNTY DETENTION CNTR.
1300 CHERRY

KANSAS CITY, MO 64106

Ship Via:

Document 1 of 1

OK

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Total

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Res. 18963

Document ID: RE 3211580900296390(Date:09/15/15 Amount: 28,767.00

Item ID/Description	UOM	Quantity	Price	Amount	I
450-501				28,767.00	<input checked="" type="checkbox"/>
SERVICES: BLDG & CONSTRUCTION		Acct: 001-2701-58020-999-9999-9999-15			
ROOF REPAIR & MAINTENANCE @ JCDC MAIN					

Summary

Detail

OK Total Edit All Approve Close