



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

<http://ChristianCountyMO.iqm2.com>

April Term

~ Minutes ~

Monday, June 6, 2016

8:35 AM

The Christian County Courthouse

I. Convene

The meeting was called to order at 8:35 AM by Presiding Commissioner Ray Weter

Attendee Name	Title	Status	Arrived
Ray Weter	Presiding Commissioner	Present	8:35 AM
Bill Barnett	Western Commissioner	Present	8:35 AM
Sue Ann Childers	Eastern Commissioner	Present	8:35 AM
Norma Ryan	Chief Deputy County Clerk	Present	8:35 AM
Kay Brown	County Clerk	Present	9:00 AM

II. Agenda

Motion/Vote - 8:35 AM Christian County Commission

Discussion - Approve Agenda

Attendees: Cheryl Mitchell, Hosea Bilyeu and Judy Dollarhite.

Presiding Commissioner Weter entertained a motion to approve the agenda as published for 6/6/2016.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 8:40 AM Kay Brown-Christian County Clerk

Minutes & Financials Approval - Approve Minutes and Financials

Attendees: Cheryl Mitchell, Hosea Bilyeu, Judy Dollarhite and Robert Palmer.

Presiding Commissioner Weter entertained a motion to approve the minutes for 5/26/2016 they have been reviewed and are substantially correct.

There are no financials.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Barnett, Western Commissioner
SECONDER:	Sue Ann Childers, Eastern Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 8:45 AM Danny Gray-Christian County Assessor

Agreement - Pictometry Agreement

Attendees: Cheryl Mitchell, Hosea Bilyeu, Judy Dollarhite, and Robert Palmer.

The Commission met with Assessor Danny Gray to sign the Pictometry agreement.

Danny Gray said the pictometry software provides a change finder that allows us to see all the change between the years. Danny said it will flag parcels that are different and it is strictly for the Assessor office. It will be coming out of the assessor fund for a total amount of \$13,700.73, and the County Counselor Housley has already approved the agreement.

Commissioner Weter asked if this was in the software and does it have something to do with the flyover.

Robert Palmer asked how often we do the flyovers and what is the total cost.

Danny Gray said the last time the flyover was done 2012 and the total cost was around \$64,000, split between Greene County, Christian County Assessor, Commission and 911.

Robert Palmer asked how often we can go.

Danny Gray said they can't go that long. There is a lot of building going on in the county and every three years would be the perfect time frame.

Presiding Commissioner Weter entertained a motion to sign and approve the agreement.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 9:00 AM Beth Schaller-MoDOT

Monthly Update - Monthly Update

Attendees: Cheryl Mitchell, Hosea Bilyeu, Judy Dollarhite, Todd Weisehan, Miranda Beadles and Robert Palmer.

The Commission met with Beth Schaller of MODOT to discuss the monthly update.

Beth Schaller: Construction is everywhere particularly in Christian County such as: sidewalk improvements being done by night crews in Nixa and road improvements at Tracker and Main. The interchange at Highways CC & J are progressing and estimated completion is the end of June. The road improvements at Highways NN and J will be completed in the fall of 2016. There is striping and patching being done on several roads and mowing on the minor roads. The new MODOT Director has placed a strong

emphasize on safety and has prohibited all MODOT employees from the use of their cell phones and texting while driving during work hours.

Commissioner Weter said he has much concern for the intersection AA and B.

Beth Schaller said safety funds have to be vetted out and don't know where the AA/B intersection will rank and there are other expressways with a higher crash history. However, the crashes that have occurred at AA have resulted in injuries. MODOT will be selecting projects through the summer for next year's road improvements. The CDGB grant application for the sidewalk project for Chadwick School is anticipated to be announced in September.

Hosea Bilyeu said the intersection of A & BB is a very challenging, and his aunt died there in a car accident.

Robert Palmer asked Beth if curb cuts in the sidewalk could be done while building the sidewalk along Highway 125 in Chadwick.

Beth Schaller recommended to contact MODOT.

Judy Dollarhite gave a complement to MODOT on the construction at the interchange of CC and Highway 65.

Presiding Commissioner Weter entertained a motion to accept the monthly report presented.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Barnett, Western Commissioner
SECONDER:	Sue Ann Childers, Eastern Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 9:30 AM Christian County Commission

Bid Opening - RFQ-Forensic Services

Attendees: Cheryl Mitchell, Hosea Bilyeu, Judy Dollarhite, Robert Palmer and Amelia Wigton reporter for the Christian County Headliner News.

The County Commission met to open all requests for qualifications for Forensic Services. The Commission received one RFQ from Southwest Missouri Forensics.

Commissioner Weter said the Coroner and the Sheriff will want to review the RFQ and will give a recommendation to the County Commission. A proposed contract will need to be provided if the Coroner and the Sheriff were to recommend Southwest Missouri Forensics.

Presiding Commissioner Weter entertained a motion to table this decision.

RESULT:	TABLED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 9:45 AM Miranda Beadles-Highway Engineer

Bid Decision - Bid Decision-Fabrication of Salt Barns

Attendees: Cheryl Mitchell, Hosea Bilyeu, Judy Dollarhite and Robert Palmer.

The County Commission met with Miranda Beadles to discuss a bid decision for the salt barns for the County Road Districts.

Miranda Beadles said the cost per salt barn is \$257,000.00 for Common 1 and Common 2 for a total cost of \$514,000.00, which exceeds the budget. She recommended that the bid be rejected and be resubmitted with more options and advertise in a wider market such as Kansas City, Columbia and St. Louis. Miranda said we can supply some of the materials. Also there are options of building higher walls, having a asphalt pad versus a concrete pad or having a timber building.

Presiding Commissioner Weter entertained a motion to reject the bid received for salt barns and reconsider a new request for qualifications to be submitted with more options.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - Brad Cole-Christian County Sheriff

Grant - Grants-DWI Enforcement; Youth Alcohol Enforcement; Enforcing Hazardous Moving Violation

Attendees: Attendees: Cheryl Mitchell, Hosea Bilyeu, Judy Dollarhite, Robert Palmer, Sheriff Cole and Lieutenant Jeff Lofton.

The County Commission met with Sheriff Cole and Lieutenant Jeff Lofton to discuss applying for 3 grants.

Sheriff Cole said these grants provide extra law enforcement at no cost to the county. The grants run from 10/1/15 through 9/30/2016. Sheriff Cole presented information regarding each grant:

1. DWI Enforcement Grant is provided through the Missouri Department of Highway Transportation. The grant provides \$ 6,500.00 to cover the cost of overtime for extra patrol officers.

2. Youth Alcohol Enforcement Grant is through the Missouri of Department of Highway Safety and provides \$ 3,000.00 for extra law enforcement overtime costs. This grant is for education and to target youth buying alcohol at a convenience store.

3. Highway Law Enforcement is through the Missouri Department of Transportation to provide \$ 4,500.00 for extra law enforcement to stop hazardous moving violations that can be used on any roads.

Presiding Commissioner Weter entertained a motion to approve entering into an agreement between Missouri Department of Transportation for Christian County on behalf of the Christian County Sheriff for \$ 4,500.00, for the Hazard Moving Violation Grant.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Barnett, Western Commissioner
SECONDER:	Sue Ann Childers, Eastern Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote -

Approve DWI Enforcement Grant

Presiding Commissioner Weter entertained a motion to approve entering into a grant agreement between Missouri Department of Transportation for Christian County on behalf of the Christian County Sheriff for \$ \$ 6,500.00 for the DWI Enforcement Grant.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 10:05 AM

Approve Grant for Youth Alcohol Enforcement

Presiding Commissioner Weter entertained a motion to approve entering into a grant agreement between Missouri Department of Transportation for Christian County on behalf of the Christian County Sheriff for \$ \$ 3,000.00 for the Youth Alcohol Enforcement Grant.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 10:15 AM Brad Cole-Christian County Commission

Discussion - Memorandum of Understanding-Drury University LE Academy
Attendees: Cheryl Mitchell, Hosea Bilyeu, Judy Dollarhite, Robert Palmer and Sheriff Cole and Lieutenant Jeff Lofton.

Sheriff Cole met with the County Commission to present a Memorandum of Understanding with Drury University to offer Education for the law officers.

Sheriff Cole said the Department of Public Safety has changed the guide lines for education and training for law enforcement officers and no funding has been allocated and the cost for these changes are significant and would require a full time deputy to handle all the reporting requirements. Drury University has offered a training curriculum that meets the requirements for the all the deputies for a cost of \$ 500.00 with an estimated cost savings of \$ 40,000.00. Sheriff Cole said Lieutenant Lofton is currently the training instructor for the program and Drury University will be responsible for all the course auditing to meet all the requirements.

Commissioner Weter asked how long is the recertification and did you budget for educational time for training in your budget.

Sheriff Cole said the officers need 24 hours of training every year. Sheriff Cole said he will utilize the Federal Forfeiture for training and he spoke with the County Auditor and have coordinated with her.

Judy Dollarhite asked what is in it for Drury.

Sheriff Cole said this is a good opportunity for Drury to reach out in the community and serves as a recruiting tool.

Presiding Commissioner Weter entertained a motion to approve the Memorandum Of Understanding with Drury University for the Law Enforcement Academy.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 10:30 AM Trevor Croley-Croley Insurance and Rebecca Weddle-CoxHealth

Presentation - Demostration of Mobile Web Doctors

Attendees: Cheryl Mitchell, Rebecca Weddle Cox Healthplans, Trevor Crowley and Michelle Brown, Crowley Insurance, Paula Brumfield, Robert Palmer Thomas Taylor, Judy Dollarhite and Hosea Bilyeu.

Trevor Croley introduced Rebecca Weddle from Cox Health promoting Direct Connect which is a mobile web doctors site that is a feature that is already part of our health plan.

Rebecca Weddle said the mobile web doctors have worked with other carriers and are already part of the Cox health insurance plan. This is a cost savings and a convenience for those participating in the county's health insurance and all office visits are recorded in your medical record. Rebecca Weddle said this service has been done for over 20 years and started with work place injuries. Ms. Weddle said Ozark School did a three year pilot program.

Rebecca Weddle said there is no up front cost for members. An on-line visit for members is \$ 10.00 for non-members \$ 45.00 for non-members. As of August 1st, they will be able to pay on line. Rebecca Weddle said they provide flyers to stuff the payroll envelopes or they can demonstration and assist the employees to down load the program to their phone.

Trevor Crowley asked the Commission to consider approving this and to move forward with a demonstration to connect with Direct Connect with Cox Health.

Rebecca Weddle said the software is encrypted and the health and credit card information is protected.

Presiding Commissioner Weter entertained a motion to connect with Direct Connect with Cox Health.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 11:00 AM Amy Fite-Christian County Prosecutor

Bid Opening - Bid Opening-Computer Equipment

Attendees: Cheryl Mitchell, Robert Palmer Thomas Taylor, Judy Dollarhite, Hosea Bilyeu, Prosecutor Amy Fite and County Auditor Lacey Hart.

The County Commission opened bids for computers for the Prosecutors Office from the following companies:

P.C. Solutions	\$ 7,402.00, Ozark, MO.
P.C. Net	\$ 7,574.50, Springfield, MO.
SDF Professional Computer Services, Inc.	\$ 5,963.00, Greenville, NC.

SDF Pro 813 Greenville, NC recommendation from the Prosecutor the choice of vendors at

Presiding Commissioner Weter entertained a motion to schedule a decision meeting for June 16, 2016 at 1:00 p.m.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 11:20 AM Lacey Hart-Christian County Auditor

Monthly Update - Monthly Update

Attendees: Cheryl Mitchell, Robert Palmer Judy Dollarhite, Hosea Bilyeu, Miranda Beadles, and County Auditor Lacey Hart.

The County Commission met with County Auditor for the monthly report of the county financials. The Auditor's report is attached.

Highlights of report:

- * Revenues up 67% from April 2015 to April 2016
- * Sales tax up \$2,000.00 over last year at \$ 65,000.00
- * Architectural Services expenditure for historic courthouse renovation
- * Coroner was billed \$ 2,450.00 this year for autopsy that was done in 2015.
- * \$ 14,000.00 for 2015 Flooding in Juvenile, Collector and Clerk's office to be reimbursed by insurance
- * COLE revenues budgeted for but no revenues received as of present
- * \$ 92,000 in expenditures for 2015 floods in County
- * Server License Fee of \$4,500 server license for Tyler Technology
- * Chipper/Spreader \$ 100,000.00
- * Recorder record technology \$5,700 maintenance payment

* \$25,000.00 payment for the election equipment.

Judy Dollarhite asked if the \$ 17,000.00 that was overcharged in 2015, been recovered.

Robert Palmer asked about the revenue funds in the Sheriff's budget that have not been received.

Presiding Commissioner Weter entertained a motion to accept the monthly report from County Auditor Lacey Hart.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

III. Adjournment

The meeting was closed at 12:05 PM

Motion/Vote - 12:05 PM

Adjourn

Presiding Commissioner Weter entertained a motion to adjourn.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Barnett, Western Commissioner
SECONDER:	Sue Ann Childers, Eastern Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("Pictometry") AND
CHRISTIAN COUNTY, MO ("Customer")**

1. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
100 West Church Street	25 Methodist Hill Drive
Ozark, Missouri 65721	Rochester, NY 14623
Attn: Danny Gray, Assessor	Attn: Contract Administration
Phone: (417)581-6360 Fax: (417) 581-3029	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities,

fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.

- 10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND AFFIXED THEIR SEALS THIS 6 DAY OF June, 2016 AT CHRISTIAN COUNTY, MISSOURI.

PARTIES:

PICTOMETRY
PICTOMETRY INTERNATIONAL CORP.
a Delaware corporation
SIGNATURE:
NAME:
TITLE:
EXECUTION DATE:
DATE OF RECEIPT (EFFECTIVE DATE)

DATED: 06/06/16

CHRISTIAN COUNTY
Ray Weter, Presiding Commissioner

DATED: 6-6-16

Bill Barnett, Western Commissioner

DATED: 06/06/16

Sue Ann Childers, Eastern Commissioner

COUNTY CLERK:

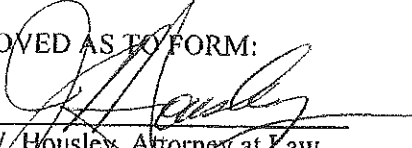
Kay Brown

Auditor Certification:

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

Lacey Hart
Christian County Auditor

APPROVED AS TO FORM:



John W. Housley, Attorney at Law
901 St. Louis Street 20th Floor
Springfield, MO 65806
Phone: 417-866-7777
Fax: 417-866-1752

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
 25 Methodist Hill Drive
 Rochester, NY 14623

ORDER #
C186575

BILL TO
Christian County, MO
Danny Gray Assessor
100 West Church Street Ozark, Missouri 65721
(417)581-6360
assessor@christiancountymo.gov

SHIP TO
Christian County, MO
Danny Gray Assessor
100 West Church Street Ozark, Missouri 65721
(417)581-6360
assessor@christiancountymo.gov

CUSTOMER ID	SALES REP	
A118489	jball	

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
37029	ChangeFinder - Change Detection with Customer's Electronic Parcel Files	Building Outline data from this order OR from an approved Data Source will be updated and categorized against the Imagery Data Source indicated in the Product Parameters. For Pictometry imagery – the most nadir orthorectified orthogonal frame image within the associated Data Source indicated in the Product Parameters will be used for processing by default. AccuPLUS tiles will be used by default if purchased with the associated Data Source indicated in the Product Parameters. An updated Building Outline delivery will be provided in polygon shapefile and .gdb format. The final parcel count for this order will be based on the total record count of the final parcel file provided by Customer at the time the project is initiated. The Customer will be invoiced for any additional costs based on the final number of parcels, including any changes in tiered pricing as a result of a change in volume, at the time of shipment of the deliverable.	\$0.37		\$13,700.73
1	Pictometry CONNECTAssessment	Pictometry CONNECTAssessment allows a user the ability to log in and access Pictometry ChangeFinder data and Pictometry-hosted imagery libraries, which have been licensed to the Customer and specified elsewhere in this Agreement, via a web-based application. The number of concurrent authorized users is specified in Customer's existing Connect agreement. Access runs concurrent with last activation (and scheduled expiration) of the Customer's existing Connect account. This offering requires an active Pictometry CONNECT account.	\$5,000.00	\$0.00 (100%)	\$0.00

Thank you for choosing Pictometry as your service provider.	TOTAL	\$13,700.73
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¹Amount per product = ((1-Discout %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts amount due under this Agreement including, but not limited to, attorneys' fees and court costs.

Due at Signing	\$3,425.18
Due at Shipment of ChangeFinder	\$10,275.55
Total Payments	\$13,700.73

PRODUCT PARAMETERS

CHANGEFINDER

Product:	ChangeFinder - Change Detection with Customer's Electronic Parcel Files
<i>Data Source – Base:</i>	Pictometry Outlines
<i>Imagery Capture Year – Base:</i>	2012
<i>Data Source – Comparison:</i>	Pictometry Imagery
<i>Imagery Capture Year – Comparison:</i>	2016
<i>Deck Identification:</i>	Included in Building Outlines
<i>Special Instructions:</i>	2016 Imagery - MOCSPR16

SECTION B

LICENSE TERMS

PICTOMETRY DELIVERED CONTENT
TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any

copies of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

- 5.2 **Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 **Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 **Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 **Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

- 7.1 **Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 **Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

SECTION B**LICENSE TERMS****PICTOMETRY ONLINE SERVICES
GENERAL TERMS AND CONDITIONS**

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Missouri, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Missouri in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

[END OF NON-STANDARD TERMS AND CONDITIONS]

2.7.a

Packet Pg. 32

CONTRACT

Form HS-1

Revision Reason: Other

Version: 3

05/27/2016

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

Name of Grantee
Christian County Sheriff's Office

Grantee County
Christian

Grantee Address
110 W Elm St. Room 70
Ozark, MO 65721-9216

Telephone	Fax
417-581-2332	417-581-1641

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

Project Title: Youth Alcohol Enforcement
Project Number: 16-154-AL-101
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:	\$3,000.00
Total:	\$3,000.00

Source of Funds

Federal:	\$3,000.00
State:	
Local:	\$0.00
Total:	\$3,000.00

Prepared By
Kliethermes, Mandy

x *Ray Wets* _____ *06/06/16* _____
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 \$3,000.00**; 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.

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

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

- By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

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.

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.

Youth make up a significant proportion of alcohol-impaired drivers causing traffic crashes on Missouri roadways. Of the 17,313 alcohol-impaired drivers involved in traffic crashes during 2011-2013, 10.6% were under the age of 21 (in known cases). This is especially significant when you consider it is illegal for someone under 21 to possess or consume alcohol in Missouri.

In 2011-2013, a total of 553 alcohol-impaired drivers were involved in crashes where one or more persons were killed. In known cases, 11.6% of these drivers were under the age of 21. A total of 79 persons were killed in traffic crashes involving these young alcohol-impaired drivers. Of those persons killed, 54.4% were the underage alcohol-impaired driver and 45.6% were some other party in the crash.

Alcohol and other drugs contribute substantially to traffic crashes on Missouri roads, particularly those resulting in death or serious injury. In the 2011-2013 period, 431,780 traffic crashes occurred in the state. Of those, 0.5% resulted in a fatality and 3.1% involved someone being seriously injured. During the same time period, there were 20,598 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, 718 people were killed and another 2,821 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, 87.3% 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, 70.6% were the substance-impaired driver/pedestrian and 29.4% were some other involved party. Of the 2,821 seriously injured, 60.3% were the substance-impaired drivers/pedestrians while 39.7% were other persons in the incidents.

Youth make up a significant proportion of alcohol-impaired drivers causing traffic crashes on Missouri roadways. Of the 17,946 alcohol-impaired drivers involved in traffic crashes during 2011-2013, 11.1% were under the age of 21 (in known cases). This is especially significant when you consider it is illegal for someone under 21 to possess or consume alcohol in Missouri. In 2011-2013, a total of 574 alcohol-impaired drivers were involved in crashes where one or more persons were killed. In known cases, 10.5% of these drivers were under the age of 21. A total of 70 persons were killed in traffic crashes involving these young alcohol-impaired drivers. Of those persons killed, 48.6% were the underage alcohol-impaired driver and 51.4% were some other party in the crash.

There are several high schools and 1 college campus in Christian County, which comprise a large youth population. Members of the Christian County Sheriff's Office often encounter underage individuals who have been consuming intoxicants. Christian County Sheriff's Office has a zero tolerance policy when it comes to underage drinking. The following

Goal #1: 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

Goal #2:

To decrease fatalities involving alcohol-impaired drivers under the age of 21 years to:

- 16 by 2013
- 15 by 2014
- 15 by 2015
- 14 by 2016

Performance Measure:

Number of fatalities involving alcohol-impaired drivers under the age of 21 years

Benchmark:

2013 fatalities involving alcohol-impaired drivers under the age of 21 years = 28

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 focused on drivers ages 15 through 20 years old.

Reduce the number of underage, alcohol-related crashes by enforcing underage drinking laws in and around areas where young people party. This includes, but is not limited to, the river access points within the county as well as rural areas known for underage drinking parties.

Project Description information is captured in the supplemental section.

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. | 46 |
| 8 | Total number of speeding violations written. | 13 |
| 9 | Total number of HMV violations written. | 25 |
| 10 | Total number of child safety/booster seat violations written. | 0 |
| 11 | Total number of safety belt violations written. | 1 |
| 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. | 3067 |
| 14 | Total number of traffic crashes resulting in a fatality. | 26 |
| 15 | Total number of traffic crashes resulting in a serious injury. | 223 |
| 16 | Total number of speed-related traffic crashes. | 683 |
| 17 | Total number of speed-related traffic crashes resulting in a fatality. | 9 |
| 18 | Total number of speed-related traffic crashes resulting in a serious injury. | 58 |
| 19 | Total number of alcohol-related traffic crashes. | 192 |
| 20 | Total number of alcohol-related traffic crashes resulting in a fatality. | 6 |

22	Total number of unbuckled fatalities.	14
23	Total number of unbuckled serious injuries.	64

Enter your agency's information below.

24	Total number of commissioned law enforcement officers.	54
25	Total number of commissioned patrol and traffic officers.	30
26	Total number of commissioned law enforcement officers available for overtime enforcement.	30
27	Total number of vehicles available for enforcement.	50
28	Total number of radars/lasers.	9
29	Total number of in-car video cameras.	0
30	Total number of PBT's.	3
31	Total number of Breathalyzers.	1

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.

Linden Lure River access, Delaware Town River access, Shelvin Rock River access, Wilson Slab River access; Wilson Creek Music Festival

33 Enter the months in which enforcement will be conducted.

May, June, July, August

34 Enter the number of enforcement periods your agency will conduct each month. 8

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

Friday, Saturday, Sunday

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

noon to midnight

37 Enter the number of officers assigned during the enforcement period. 2

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.

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.

HIDTA; amount varies depending on expenses; pays for deputy on DEA taskforce and his/her expenses; ongoing funding;
Hazardous Moving Violations Grant (MO Div Hwy Safety) \$5087.40;
DWI Grant (MO Div Hwy Safety) \$10,905.00

2.7.a

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Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Equipment							
					\$0.00	\$0.00	\$0.00
Operational Expenses and Supplies							
	Contract Administration	Administrative Costs	1.00	\$90.00	\$90.00	\$0.00	\$90.00
					\$90.00	\$0.00	\$90.00
Personnel							
	Overtime and Fringe	Overtime	1.00	\$2,910.00	\$2,910.00	\$0.00	\$2,910.00
					\$2,910.00	\$0.00	\$2,910.00
Total Contract					\$3,000.00	\$0.00	\$3,000.00

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	County Authorization_V1.	02/26/2015

CONTRACT

2.7.b

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Form HS-1

Revision Reason: Other

Version: 4

05/27/2016

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: Enforcing Hazardous Moving Violations
Project Number: 16-PT-02-097
Project Category: Police Traffic Services
Program Area: Police Traffic Services

Name of Grantee
 Christian County Sheriff's Office

Funding Source: 402 / 20.600

Grantee County
 Christian

Type of Project: Initial

Started: 10/01/2015

Grantee Address
 110 W Elm St. Room 70
 Ozark, MO 65721-9216

Federal Funds Benefiting

State:

Local: _____ \$4,500.00

Total: _____ \$4,500.00

Source of Funds

Federal: _____ \$4,500.00

State:

Local: _____ \$0.00

Total: _____ \$4,500.00

Telephone
 417-581-2332

Fax
 417-581-1641

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

Prepared By
 Kliethermes, Mandy

x Ray Weth _____ 06/06/16

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 \$4,500.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

IN ORDER TO RECEIVE FEDERAL FUNDING, THE 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.

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.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.

X. 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 .

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.

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.

The problem of aggressive/hazardous driving is not unique to Christian County. Neither is the ever-increasing use of cell phones while driving, texting while driving, and other forms of distracted driving. The financial costs alone should discourage drivers from neglecting their responsibility to use the utmost care while driving. Add the loss of life and personal injury and no one should drive irresponsibly. However, as the numbers and losses show, drivers are not respecting themselves or others when exercising their privilege of driving. This requires law enforcement agencies to step up and enforce traffic laws to act as both specific and general deterrents to aggressive and hazardous driving.

Between 2012 and 2014, Christian County, Missouri, experienced 3,201 traffic crashes. Approximately 21% (683) of these crashes involved drivers who were speeding or driving too fast for conditions. Twenty-four of these crashes were fatalities and 232 involved a disabling injury to at least one occupant of the crash. 17 fatality and 136 disabling injury crashes had aggressive/hazardous driving as a contributing factor.

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According to the Missouri State Highway Patrol Crash Statistics, there were 3,201 motor vehicle crashes investigated by all law enforcement agencies in Christian County from 2012-2014. Out of the 3,201 crashes investigated, 232 resulted in disabling injury and 24 of the crashes resulted in 26 fatalities. Of the crashes that resulted in serious injury and death, 21% had a contributing factor of speed.

Christian County consistently has problems with speed-involved crashes. The following shows comparative analysis of where Christian County ranks as compared to other counties in Missouri for speed-involved crashes.

Speed involved crashes: Christian County - 18th in the state
 Serious Injury--speed-Involved: Christian County - 9th in the state
 Fatal Speed-Involved Crashes: Christian County -16th in the state

The days of the week, times of the day, and locations of these accidents vary.

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.

Project Description information is captured in the supplemental section.

QuestionAnswer

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. | 46 |
| 8 | Total number of speeding violations written. | 13 |
| 9 | Total number of HVM violations written. | 25 |
| 10 | Total number of child safety/booster seat violations written. | 0 |
| 11 | Total number of safety belt violations written. | 1 |
| 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. | 3067 |
| 14 | Total number of traffic crashes resulting in a fatality. | 26 |
| 15 | Total number of traffic crashes resulting in a serious injury. | 223 |
| 16 | Total number of speed-related traffic crashes. | 683 |
| 17 | Total number of speed-related traffic crashes resulting in a fatality. | 9 |
| 18 | Total number of speed-related traffic crashes resulting in a serious injury. | 58 |
| 19 | Total number of alcohol-related traffic crashes. | 192 |
| 20 | Total number of alcohol-related traffic crashes resulting in a fatality. | 6 |

22	Total number of unbuckled fatalities.	14
23	Total number of unbuckled serious injuries.	64

Enter your agency's information below.

24	Total number of commissioned law enforcement officers.	54
25	Total number of commissioned patrol and traffic officers.	30
26	Total number of commissioned law enforcement officers available for overtime enforcement.	30
27	Total number of vehicles available for enforcement.	50
28	Total number of radars/lasers.	9
29	Total number of in-car video cameras.	0
30	Total number of PBT's.	3
31	Total number of Breathalyzers.	1

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.

US Highways, State Numbered Highways, State Lettered Highways, and County Roads outside the city limits of Nixa, Ozark, and Sparta. Concentrating efforts within rural school zones during the appropriate times.

33 Enter the months in which enforcement will be conducted.

Year round

34 Enter the number of enforcement periods your agency will conduct each month. 4

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

All

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

5:00 A.M. to 10:00 P.M. with an emphasis on morning and evening commute times and school start and finish times.

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

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.

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.

HIDTA; amount varies depending on expenses; pays for deputy on DEA taskforce and his/her expenses; ongoing funding;
Hazardous Moving Violations Grant (MO Div Hwy Safety) \$5087.40;
DWI Grant (MO Div Hwy Safety) \$10,905.00

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Operational Expenses and Supplies							
	Contract Administration	Administration	1.00	\$90.00	\$90.00	\$0.00	\$90.00
					\$90.00	\$0.00	\$90.00
Personnel							
	Overtime and Fringe	Overtime	1.00	\$4,410.00	\$4,410.00	\$0.00	\$4,410.00
					\$4,410.00	\$0.00	\$4,410.00
Total Contract					\$4,500.00	\$0.00	\$4,500.00

ATTACHMENTS

Document Type
PDF

Description
PDF Document

Original File Name
County Authorization_V1.

Date Added
02/26/2015

CONTRACT

2.7.c

Packet Pg. 65

Form HS-1

Revision Reason: Other

Version: 3

05/27/2016

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 Enforcement
Project Number: 16-154-AL-100
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:	\$6,500.00
Total:	\$6,500.00

Source of Funds	
Federal:	\$6,500.00
State:	
Local:	\$0.00
Total:	\$6,500.00

Prepared By
 Kliethermes, Mandy

Name of Grantee
 Christian County Sheriff's Office

Grantee County
 Christian

Grantee Address
 110 W Elm St. Room 70
 Ozark, MO 65721-9216

Telephone
 417-581-2332

Fax
 417-581-1641

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

Ray W. Water

Authorizing Official **Date**
06/06/16

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 \$6,500.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

IN ORDER TO RECEIVE FEDERAL FUNDING, THE 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.

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.frsr.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FRSR.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 .

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 .

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.

Between 2012 and 2014, Christian County, Missouri, experienced 192 alcohol-related traffic crashes. Six of these crashes resulted in a fatality and 29 resulted in a disabling injury to at least one involved party. While Christian County has a few bars and restaurants which serve alcohol, a large section of the population travels to neighboring Springfield, Missouri, for the larger selection of eating and entertainment options. When these individuals conclude their evening, they return home. Unfortunately, those who choose to drink as part of their evening experience often times choose to drive. Each of these drivers represents a potential crash.

Another area of concern, especially in Christian County, is drug-impaired drivers. Christian County, for many years, held the dubious distinction of being the methamphetamine capital of Missouri. While we no longer maintain the top spot, we still rank in the top five. Whether drivers are impaired by methamphetamine, marijuana or prescription drugs, they represent a traffic crash waiting to happen. Often times, this particular violation is underreported; however, underreported does not mean unimportant!

Christian County is a no refusal county. Christian County law enforcement agencies work closely with the Christian County Prosecutor's Office in this endeavor. We will seek a search warrant for blood if a driver refuses to submit to a breathalyzer test. This alone shows the dedication to the cause of saving more lives by reducing impaired driving.

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, 431,780 traffic crashes occurred in the state. Of those, 0.5% resulted in a fatality and 3.1% involved someone being seriously injured. During the same time period, there were 20,598 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, 718 people were killed and another 2,821 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, 87.3% 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, 70.6% were the substance-impaired driver/pedestrian and 29.4% were some other involved party. Of the 2,821 seriously injured, 60.3% were the substance-impaired drivers/pedestrians while 39.7% were other persons in the incidents.

From 2012 - 2014, there were 3,201 motor vehicle crashes in Christian County, including the cities of Ozark and Nixa. Of those 3,201 crashes, 192 were alcohol related. Of the 192 alcohol crashes, six were fatalities and 29 resulted in disabling injuries. Christian County, as well as Nixa and Ozark have consistently experienced a high percentage of drinking-involved crashes.

Utilizing statistics from 2011-2013, the following shows comparative analysis of where Christian County ranks as compared to

Drinking-Involved Crashes: Christian County is 20th in the state
Serious Injury--Drinking-Involved: Christian County is 6th in the state
Fatal Drinking-Involved Crashes: Christian County is 17th in the state.

In 2014, the Christian County Sheriff's Department made 46 DWI arrests. They also experienced two fatalities and nine serious injuries that involved a drinking driver. The top crash locations in Christian County were varied as were the days of the week and times of the day.

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

Our goal is to increase DWI arrests while reducing alcohol and drug impaired crashes. We also want to increase awareness and visibility in the community with the message of intolerance to this behavior and certain and swift enforcement action if caught.

Project Description information is captured in the supplemental section.

QuestionAnswer

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. | 46 |
| 8 Total number of speeding violations written. | 13 |
| 9 Total number of HMV violations written. | 25 |
| 10 Total number of child safety/booster seat violations written. | 0 |
| 11 Total number of safety belt violations written. | 1 |
| 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. | 3067 |
| 14 Total number of traffic crashes resulting in a fatality. | 26 |
| 15 Total number of traffic crashes resulting in a serious injury. | 223 |
| 16 Total number of speed-related traffic crashes. | 683 |
| 17 Total number of speed-related traffic crashes resulting in a fatality. | 9 |
| 18 Total number of speed-related traffic crashes resulting in a serious injury. | 58 |
| 19 Total number of alcohol-related traffic crashes. | 192 |
| 20 Total number of alcohol-related traffic crashes resulting in a fatality. | 6 |

22	Total number of unbuckled fatalities.	14
23	Total number of unbuckled serious injuries.	64

Enter your agency's information below.

24	Total number of commissioned law enforcement officers.	54
25	Total number of commissioned patrol and traffic officers.	30
26	Total number of commissioned law enforcement officers available for overtime enforcement.	30
27	Total number of vehicles available for enforcement.	50
28	Total number of radars/lasers.	9
29	Total number of in-car video cameras.	0
30	Total number of PBT's.	3
31	Total number of Breathalyzers.	1

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.

State Highway 65 between State Highway EE and the Taney County line, US Highway 160, State Highway 14, State Highway CC, State Highway 60, State Highway 413, Nicholas Road, State Highway P, County Line Road, Jasmine Road, State Highway AA, State Highway OO, and State Highway V.

33 Enter the months in which enforcement will be conducted.

Year round

34 Enter the number of enforcement periods your agency will conduct each month. 4

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

Primarily Thursday, Friday, and Saturday as well as holidays and nights of special events (graduation, Super Bowl)

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

7:00 P.M. - 3:00 A.M.

37 Enter the number of officers assigned during the enforcement period. 2

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.

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.

HIDTA; amount varies depending on expenses; pays for deputy on DEA taskforce and his/her expenses; ongoing funding;
Hazardous Moving Violations Grant (MO Div Hwy Safety) \$5087.40;
DWI Grant (MO Div Hwy Safety) \$10,905.00

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Equipment							
					\$0.00	\$0.00	\$0.00
Operational Expenses and Supplies							
	Contract Administration	Administration Cost	1.00	\$90.00	\$90.00	\$0.00	\$90.00
					\$90.00	\$0.00	\$90.00
Personnel							
	Overtime and Fringe	DWI overtime per officer	1.00	\$6,410.00	\$6,410.00	\$0.00	\$6,410.00
					\$6,410.00	\$0.00	\$6,410.00
Total Contract					\$6,500.00	\$0.00	\$6,500.00

Document Type
PDF

Description
PDF Document

Original File Name
County Authorization_V1.

Date Added
02/26/2015

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("this Agreement"), dated this 6 day of June 2016 is between the Drury University Law Enforcement Academy ("DULEA") and the Christian County Sheriff's Office ("CCSO").

RECITALS

DULEA and CCSO desire to enter into a mutually beneficial agreement for certification of training by DULEA in exchange for payment by CCSO.

AGREEMENT

NOW, THEREFORE, in exchange for good and sufficient consideration, the adequacy of which the parties acknowledge, the parties agree as follows:

1. DULEA will provide certification of training to CCSO in exchange for payment by CCSO to DULEA in the amount of \$500 per year beginning May 1, 2016.
2. CCSO is responsible for conducting all training contemplated by this Agreement and all such training shall be conducted at a location other than Drury University.
3. DULEA will provide approval of training courses provided by CCSO to meet Missouri Department of Public Safety-Peace Officer Standards and Training (POST) guidelines for "Approved Provider" certification of the courses. CCSO will provide DULEA with copies of all lesson plans and supporting documentation of each course taught for auditing purposes. CCSO is solely responsible for the content of all training. CCSO will ensure that each instructor meets POST requirements as a qualified instructor for the class and topic being taught. DULEA will approve CCSO training for continuing education course credit. Approval does not signify that the DULEA endorses the specific content of the submitted course, but only that the submitted course meets the criteria to meet POST standards then in effect. CCSO is solely responsible for ensuring the legality of all training provided and is likewise solely responsible for ensuring and guaranteeing the safety of training participants and staff.
4. CCSO shall provide to DULEA a copy of the following forms in sufficient time to enable DULEA to provide approval of the proposed training courses: 1. Course/Provider Information for Training (contains information on the agency/organization, attendance policy, evaluation plan, and the total number of hours and what core curricula area the training falls in); 2. Instructor Record (to be completed for each instructor of each course); 3. Objectives of the Course (to be used to identify the

course objectives); 4. Instructor's Lesson Plan (should contain, at a minimum, all of the information covering the course objectives; should be detailed sufficiently that another instructor, with like expertise, with some preparation, could teach the course. An outline will not be accepted as a lesson plan. The course objectives must be clearly identified in the lesson plan) 5. Source Document Information for Course (to be used to identify sources of information the instructor used to develop the course); 6. Certificate of Course Completion.

5. Notices. All notices required by this Agreement shall be sent by first class mail, postage prepaid, or by hand delivery, to:

Tony Bowers, Director
Drury University
Law Enforcement Academy
Springfield, Missouri 65802

Brad Cole, Sheriff
Christian County Sheriff's Office
Ozark, Missouri 65721

6. No Agency. Neither party is the agent of the other, nor may either party bind the other in any respect.

7. No Endorsement. DULEA does not endorse the training provided by CCSO and shall have no responsibility for the training or its content except for the certification obligations outlined in this Agreement.

8. Entire Agreement. This document represents the entire agreement between the parties with respect to the issues set out herein and supersedes any and all prior oral or written representations or statements. This Agreement may only be modified by a writing signed by the party against whom enforcement is sought.

9. Term. This Agreement is valid for one year from May 1, 2016 to April 30, 2017. This Agreement shall renew automatically for consecutive one year terms unless terminated by either party in writing at least thirty (30) days before the expiration of the then current term.

**DRURY UNIVERSITY LAW
ENFORCEMENT ACADEMY**

By: _____

Name (print): _____

CHRISTIAN COUNTY, LEGAL ADVISOR

By: _____

Name (print): _____

CHRISTIAN COUNTY SHERIFF'S OFFICE

By: Brad Cole

Name (print): BRAD COLE

IN WITNESS WHEREOF, Christian County and Drury University have executed this Memorandum of Understanding:

Dated: _____

Tony Bowers, Director Drury University

Dated: 6-6-2016

Brad Cole
Brad Cole, Sheriff of Christian County

Dated: 06-06-2016

Ray Weter
Ray Weter, Presiding Commissioner

Dated: 6-6-16

Bill Barnett
Bill Barnett, Western Commissioner

Dated: 06/06/16

Sue Ann Childers
Sue Ann Childers, Eastern Commissioner

Attested by:

Dated: 06/06/16

Kay Brown
Kay Brown, County Clerk

Auditor Certification:

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of the same:

Dated: 6/6/16

Lacey Hart
Lacey Hart, County Auditor

Approved as to form:

Dated: 5-31-16

John W. Housley
John W. Housley, Attorney at Law

John Housley
901 St. Louis Street, 20th Floor
Springfield, MO 65806
Phone: 417-866-7777
Fax: 417-866-1752



Exciting new benefit!

You now have a convenient, affordable way to receive quick care through your smart phone, computer, or mobile device for simple medical conditions such as:

Athlete's foot	Nausea
Cold sore	Pink eye
Diarrhea	Ringworm
Dermatitis	Rosacea
Hives	Seasonal allergies
Influenza	Shingles
Insect bites and stings	Sore throat
Laryngitis	Sties
Lice	Stomach flu
Minor burns	Sunburn
Minor cuts and scrapes	Upper respiratory infection
Minor rashes and blemishes	Vomiting
Motion sickness	
Minor skin conditions	

Mon. – Fri., 7 a.m. – 10 p.m.
(Closed for special holidays)
417/269-TMED (8633)

Basic Care Code: **Chr45c**

To request a visit:

1. Go to coxhealth.com/directconnect
2. Click "start a live video consultation" and follow the instructions.



Exciting new benefit!

You now have a convenient, affordable way to receive quick care through your smart phone, computer, or mobile device for simple medical conditions such as:

Athlete's foot	Nausea
Cold sore	Pink eye
Diarrhea	Ringworm
Dermatitis	Rosacea
Hives	Seasonal allergies
Influenza	Shingles
Insect bites and stings	Sore throat
Laryngitis	Sties
Lice	Stomach flu
Minor burns	Sunburn
Minor cuts and scrapes	Upper respiratory infection
Minor rashes and blemishes	Vomiting
Motion sickness	
Minor skin conditions	

Mon. – Fri., 7 a.m. – 10 p.m.
(Closed for special holidays)
417/269-TMED (8633)

PLAN CODE: **CHP010**
Cox HealthPlans PPO

To request a visit:

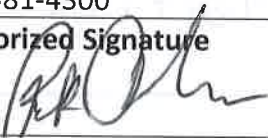
1. Go to coxhealth.com/directconnect
2. Click "start a live video consultation" and follow the instructions



(38) Declaration:

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. Signature required below confirming understanding of this statement.

Doing Business as (DBA) Name	Legal Name of Entity/Individual Filed with IRS for this Tax ID No.
PC Solutions	PC Outlet, Inc.
Mailing Address	IRS Form 1099 Mailing Address
410 E. South Street	410 E. South Street
City, State, Zip Code	City, State, Zip Code
Ozark, MO 65721	Ozark, MO 65721

Contact Person	Email Address
Rick Robison	Rick@PCSOzark.com
Phone number	Fax number
417-581-4300	417-581-4793
Authorized Signature 	Date 6-1-16
Printed Name	Title
Rick Robison	President

Attachment: Bids- Prosecutor Computer Bids (2988 : Bid Opening-Computer Equipment)



Quote 16516

Bill To	Date
Christian County Commission 100 W Church St Room 100 Ozark MO 65721	05/26/2016

Description	Quantity	Price	Subtotal	Discount	Total
Lenovo ThinkCentre E73 Workstation	7	525.00	3,675.00		3,675.00
Lenovo 4GB DDR3 Memory	7	59.00	413.00		413.00
ST DisplayPort to DVI Video Adapter	7	19.00	133.00		133.00
Microsoft Office 2016 Home & Business Word, Excel, Power Point, OneNote, & Outlook	8	200.00	1,600.00		1,600.00
Acer V206HQL 19" LED Monitor	1	115.00	115.00		115.00
HP P1102W Printer	2	160.00	320.00		320.00
Lenovo ThinkPad E550 15.6 Notebook	1	575.00	575.00		575.00
Lenovo ThinkPad USB 3.0 Pro Dock	1	159.00	159.00		159.00
Lenovo E73 Warranty 3 year Onsite Next Business Day	7	39.00	273.00		273.00
Lenovo E550 Warranty 3 year Onsite Next business Day	1	139.00	139.00		139.00
Sub Total:			7,402.00		7,402.00

Total: \$ 7,402.00

Attachment: Bids- Prosecutor Computer Bids (2988 : Bid Opening-Computer Equipment)

(38) Declaration:

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. Signature required below confirming understanding of this statement.

Doing Business as (DBA) Name <i>PCnet Inc</i>	Legal Name of Entity/Individual Filed with IRS for this T ID No. <i>SAME</i>
Mailing Address <i>2026 E Phelps</i>	IRS Form 1099 Mailing Address <i>SAME</i>
City, State, Zip Code <i>Springfield MO 65802</i>	City, State, Zip Code <i>SAME</i>

Contact Person <i>Shawn Oliver</i>	Email Address <i>shawn@85under.com</i>
Phone number <i>417 831-1700</i>	Fax number <i>—</i>
Authorized Signature <i>[Signature]</i>	Date <i>6/15/2016</i>
Printed Name <i>Shawn Oliver</i>	Title <i>IT Consultant</i>

Attachment: Bids- Prosecutor Computer Bids (2988 : Bid Opening-Computer Equipment)

Exhibit A-References

Specifications for computer products and services

Products

Quantity	Description	Price
7	Lenovo ThinkCentre E73 Workstation – Intel Core i5 i5-4460S 2.90 GHz – Tower – 4 GB DDR3 SDRAM RAM – 500 GB HDD – DVD-Writer-Intel HD Graphics 4600 – Windows 7/10 Professional 64-bit Keys – 6 x USB Ports – 1 year manufacturer Depot Warrant	
7	Lenovo 4GB DDR3 Memory Upgrade (for a total of 8GB System Memory)	
7	ST DisplayPort to DVI Video Adapter – Adds 2 nd Monitor Support	
8	Microsoft Office 2016 Home and Business 32/64-bit – 1 Machine – Office Suite	
1	Acer V206HQL 19.5" LED LCD Monitor – 16:9 – DVI – VGA	
2	HP LaserJet Pro P1102W Laser Printer – Monochrome – 600 x 600 dpi – Print – LegalLetter – 150-sheet Input Capacity	
1	Lenovo ThinkPad E550 15.6 Notebook – Intel Core i3-500 SU 2 GHz CUP – 4GB SDRAM 500 GB HDD – DVD –Writer- Windows 7 Pro 64-bit – 1 year Manufacture Depot Warranty	
1	Lenovo ThinkPad USB 3.0 Pro Dock – for Laptop – 5 USB Ports – Dual Monitor Support (1 displayport/1DVI)	

See attached

Services

Quantity	Description	Price
7	Lenovo service/Support Upgrade – 1 year depot to 3 year Onsite 8 x 5 x Next Business Day – Parts & Labor	
1	Lenovo Service/Support Upgrade – 1 year Depot to 3 year Onsite 8 x 5 x Next business Day – Parts and Labor	

**No substitutions

**All items listed herein are required to be factory new

For more information contact Amy Fite 417-581-7915 or email: afite@christiancountymogov



Quote

Bid: Computer Equipment for the Prosecutors Office

Prepared by:

PCnet & 85under
Shawn Oliver
(417) 831-1700
shawn@85under.com







Prepared for:

Christian County Commission
100 W. CHURCH ST. ROOM 100
OZARK, MO 65721
Ray Weter
rayweter@christiancountymmo.gov
(417) 581-2112

Quote Information:

Quote #: 002792
Version: 1
Delivery Date: 06/06/2016
Expiration Date: 07/05/2016
Primary Rep: Shawn Oliver

Products

Item	Description	Price	Qty	Ext. Pric
	Lenovo ThinkCentre E73 Workstation - Intel Core i5 i5-4460S 2.90 GHz - Tower - 4 GB DDR3 SDRAM RAM - 500 GB HDD - DVD-Writer - Intel HD Graphics 4600 - Windows 7/8/10 Professional 64-bit Keys - 6 x USB Ports - 1 Year Manufacturer Warranty	\$535.00	7	\$3,745.00
	Lenovo Service/ Support Upgrade - For E73 Workstation - 1 Year Depot to 3 Year Onsite 8 x 5 x Next Business Day - Parts & Labor	\$59.00	7	\$413.00
	Lenovo 4GB DDR3 Memory Upgrade (For a total of 8GB System Memory)	\$61.50	7	\$430.50
	STDisplayPort to DVI Video Adapter - Adds 2nd Monitor Support	\$11.00	7	\$77.00
	Microsoft Office 2016 Home and Business Office Suite - License - 1 PC	\$211.00	8	\$1,688.00
	Acer V206HQL 19.5" LED LCD Monitor	\$95.00	1	\$95.00
	HP LaserJet Pro P1102W Laser Printer - Monochrome - 600 x 600 dpi Print - Letter/Legal - 150-sheet Input Capacity	\$129.00	2	\$258.00

Attachment: Bids- Prosecutor Computer Bids (2988 : Bid Opening-Computer Equipment)

rely



relax





grow





Quote

Products

Item	Description	Price	Qty	Ext. Pri
	Lenovo ThinkPad E550 15.6" Notebook - Intel Core i3-5005U 2. GHz CPU - Graphite Black - 4GB SDRAM - 500 GB HDD - DVD-Writer - Windows 7 Pro 64-bit - 1 Year Manufacturer Depot Warranty	\$570.00	1	\$570.00
	Lenovo Service/Support Upgrade - For E550 Laptop - 1 Year Depot to 3 Year Onsite 8 x 5 x Next Business Day - Parts & Labor	\$133.00	1	\$133.00
	Lenovo ThinkPad USB 3.0 Pro Dock - For Laptop - USB 3.0 - 5x USB Ports - Dual Monitor Support (1x DisplayPort / 1x DVI)	\$165.00	1	\$165.00
			Subtotal:	\$7,574.00

Quote Summary

Description	Amount
Products	\$7,574.00
Total:	\$7,574.00

Attachment: Bids- Prosecutor Computer Bids (2988 : Bid Opening-Computer Equipment)

rely



relax




grow



(38) Declaration:

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. Signature required below confirming understanding of this statement.

Doing Business as (DBA) Name SDF PROFESSIONAL COMPUTER SERVICES, INC	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. SAME
Mailing Address 813 S. EVANS	IRS Form 1099 Mailing Address SAME
City, State, Zip Code GREENVILLE, NC 27834	City, State, Zip Code SAME

Contact Person SHIV AJMERA	Email Address sajm@sdpsci.com
Phone number 252-752-3694	Fax number 252-752-8109
Authorized Signature 	Date JUNE 3, 2016
Printed Name SHIV AJMERA	Title PRESIDENT

Attachment: Bids- Prosecutor Computer Bids (2988 : Bid Opening-Computer Equipment)

Exhibit A-References

Specifications for computer products and services

Products

Quantity	Description	Price
7	Lenovo ThinkCentre E73 Workstation – Intel Core i5 i5-4460S 2.90 GHz – Tower – 4 GB DDR3 SDRAM RAM – 500 GB HDD – DVD-Writer-Intel HD Graphics 4600 – Windows 7/10 Professional 64-bit Keys – 6 x USB Ports – 1 year manufacturer Depot Warrant	\$405.00
7	Lenovo 4GB DDR3 Memory Upgrade (for a total of 8GB System Memory)	\$52.00
7	ST DisplayPort to DVI Video Adapter – Adds 2 nd Monitor Support	\$20.00
8	Microsoft Office 2016 Home and Business 32/64-bit – 1 Machine – Office Suite	\$210.00
1	Acer V206HQL 19.5" LED LCD Monitor – 16:9 – DVI – VGA	\$79.00
2	HP LaserJet Pro P1102W Laser Printer – Monochrome – 600 x 600 dpi – Print – LegalLetter – 150-sheet Input Capacity	\$120.00
1	Lenovo ThinkPad E550 15.6 Notebook – Intel Core i3-500 SU 2 GHz CUP – 4GB SDRAM 500 GB HDD – DVD –Writer- Windows 7 Pro 64-bit – 1 year Manufacture Depot Warranty	\$480.00
1	Lenovo ThinkPad USB 3.0 Pro Dock – for Laptop – 5 USB Ports – Dual Monitor Support (1 displayport/1DVI)	\$145.00

Services

Quantity	Description	Price
7	Lenovo service/support Upgrade – 1 year depot to 3 year Onsite 8 x 5 x Next Business Day – Parts & Labor	\$50.00
1	Lenovo Service/Support Upgrade – 1 year Depot to 3 year Onsite 8 x 5 x Next business Day – Parts and Labor	\$120.00

* NOTE! THERE IS A \$35.00 FEE FOR INSTALLATION OF HARDWARE & SOFTWARE

**No substitutions

**All items listed herein are required to be factory new

For more information contact Amy Fite 417-581-7915 or email: afite@christiancountymo.gov

SDF PROFESSIONAL COMPUTERS, INC
dba SAI COMPUTERS
813 SOUTH EVANS STREET
GREENVILLE, NC 27834-3267

Attachment: Bids- Prosecutor Computer Bids (2988 : Bid Opening-Computer Equipment)

April 2016

ITEMS OF NOTE FOR all Funds for April 2016

As of April, if revenues and expenditures fall evenly throughout the year the expectation is that the remaining budget percentage for revenues and expenditures will be approximately 66.67%. Since Payroll is paid bi-weekly the percentage for salaries will be approximately 65.38%.

In April there were three pay periods, a situation that will not occur again until September. Expect Payroll expenses to be larger than normal.

Each month the PR clerk makes what is effectively an un-reviewed entry to book variations between payments to insurance vendors and Lagers and accrued amounts as well as reclassifying various other Payroll related expenses by issuing a nonexistent check to a nonexistent vendor. There was an issue with this entry for the month of April which was repaired in May. Retirement expense was overstated in the Conceal and Carry fund and understated in the section of the LEST fund associated with the Sheriff's department by approximately \$5K. After the PR clerk reviewed, she found no other funds and accounts affected by this error.

ITEMS OF NOTE FOR 101 Funds for April 2016

In April Sales Tax receipts for the General fund were up YTD from April of 2015 by \$65K. April 2016 sales tax receipts for the General fund were up \$2K+ over April of 2015.

Commission

In March an expenditure for Architectural services was classified as Studies for County Improvement. This expenditure may be reclassified at a later date.

38th Judicial Circuit

There was no Guardian Ad Litem Fee nor Office Expense reimbursed in April, a payment was made however in early May. Only one reimbursement was made in May, there may be a catchup reimbursement in a later month.

Prosecutor

Currently all Other Salary expense continues to be charged to the General fund department although salaries are budgeted in both the General fund and LEST This is also true of Office Expense.

Coroner

Inquest and Autopsy Expense of \$2,450 in April were for 2015 expenses that were not paid until 2016.

County Operations

In April Misc. Expense included \$14K spent on flood related expenses from 2015, the bulk of which was for new flooring for the Collector's office, Juvenile and room 205 used by the County Clerk. A portion of these expenses is expected to be reimbursed by Insurance.

The \$92K in expenditures for County Emergency Disaster were for repairs related to 2015 floods, including the Arapaho Rd over Finley Creek Bridge Repair, and FEMA Repair project designs performed by Great River Engineering. A portion of these expenses are expected to be reimbursed by FEMA.

Capital Asset Expenditures of \$39K related to possible acquisitions, \$26K of which was for preliminary planning of the Justice Center project.

In April there was a net credit of \$3,737 charged to Admin Fee & Adjustment as what is effectively an entry made by the PR clerk to book variations between payments to Insurance vendors and Lagers and accrued amounts. It is this entry that was mentioned earlier in this report as having an issue that was corrected in May.

ITEMS OF NOTE FOR non-101 (General) Funds for April 2016

Remember when analyzing non- payroll expenditures YTD, to look for a remaining Budget % for the year of 66.67%.

Cole (201)

As of January many of the expenses formerly paid out of the COLE fund began being paid out of the newly established LEST fund. Civil Service revenue is now set up in a separate fund. As of April the new Civil Process fund had a balance of over \$20K. As of the end of April no expenditures had been made from that fund. All Inmate Security Fees are now being recorded in the IPDS fund as required by statute. In previous years the amounts provided by entities other than the cities were included in the COLE fund.

The fund balance for IPDS as of the end of April was over \$6K. No expenditures have been made from this fund in 2015 nor 2016 through the end of May. As of 2016 there are no budgeted transfers from the LEST fund. If comparing financial activity between 2016 and prior years reporting changes involving the Cole, LEST, Civil Process & IPDS funds should be taken into consideration.

In April Sales Tax receipts for the Cole fund were up YTD from April of 2015 by \$32.6K. In April 2016 sales tax receipts for the Cole fund were up less than \$1K over April of 2015. Year to date Sales tax receipts are \$17.8K under one third of the amount budgeted for 2016. An influx of cash from other revenue resources is expected as requests for reimbursements not made in 2015 are filed. This catch-up revenue stream should be a one-time occurrence and not be expected to be duplicated in fiscal year 2017.

Through April there was been no revenue recognized for Criminal Costs which was budgeted for \$110K, nor from Phone/Vending Commissions which was budgeted at \$50K. In April of 2015 over \$117K in revenue had been recognized from these two sources. In May there has still been no revenue recognized for Criminal Costs, however \$5,000 has been received in Phone/Vending Commissions for the month of March 2016. Per communication from the Sheriff there was an issue due to billings to the Commissary not being paid, resulting in Commissions not being paid by to COLE from that vendor. According to the Sheriff, there will be no back payments of Commissions for the months of October through February. Prisoner Board Revenue is at \$206.7K as of April 2016, in April 2015 \$371K had been received. Prisoners-INS is up over \$21K from April of 2015.

Expenses for Prisoner Food and Board as of the end of April are caught up through meals provided through the week ending 4/6/16. A total of eight weeks of meals were paid in April. In May there will be payments for the remainder of April meals as well as three weeks from November through January that had been previously missed.

In April an adjustment was made to correct February and March overcharges for Insurance and Retirement expense to Cole and distribute those costs to the LEST & Conceal and Carry funds. This adjustment decreased expense for those items in the COLE fund by over \$22K, and is in part the cause of the credit for the month of April for Insurance expense.

The bulk of the \$10.6K expenditure for legal fees was related to the settlement of a case.

Unbudgeted transfers/loans made from the LEST fund YTD remain at \$101K at the end of April and at the end of May. Low fund balances continue to be an issue in COLE.

Although ending the month with a \$52K fund balance, only the receipt of aprox. \$50K in revenue in the last few days of the month of April prevented the need to hold requisitions or transfer additional funds.

Common 1, Common 2, & Bridge

Both Road departments continue to benefit from low fuel prices.

Common 1 shows a \$7,000 Equipment rental expense – this was in relation to work done on Keltner Road in late February through March.

Of the \$147K Road Maintenance & Repair expense for Common 2, \$118K is for paving on Farm Rd 194 – State ZZ to State P (County line road) in 2015 by the Greene County Highway Dept. in conjunction with an Intergovernmental Agreement that delayed payment until 2016.

As of February of this year, Sales tax receipts and interest on those receipts that are originally deposited into the Road Sales Tax and CART funds then transferred in part to Common 1, Common 2 and Bridge funds started being recognized as Transfers into those funds instead of as revenue items. This is to present the revenues from these resources as having only been received once by the County. Previously readers of the Financial Statements may have been seen these funds recognized as revenues twice and concluded that these revenue streams were higher than actual.

Assessment

In April, Impact notices went out - this is the Contract and Postage expense for April.

LEST

In April, Retirement and Insurance expense was adjusted for February and March Charges that had had been posted to Cole in error. April Retirement for the Sheriff department was understated. Although there was a \$7K adjustment to catch up for two months, only \$682.52 was charged for April retirement for a three pay period month. This was due to the \$5K error noted above allocating PR related expenses and was corrected in May.

Jail Expense of \$13K consists of \$7K for purchase of various sanitary items for the Jail over a several month period that in the past had been paid for out of the Commissary account profits. Lack of reimbursement to the Commissary for indigent supplies provided to Federal prisoners over at least a two year period has resulted in a shortage

of funds to pay for such items. Commissary reimbursement has been budgeted at \$25K for 2016 in COLE. The remaining \$6K expense was for 20 Stack a bunk and Barracuda boxes used for inmates to sleep in/on when there are insufficient beds in the jail.

The \$5K expenditure for Vehicle Purchase in April was for purchases and installation of equipment into newly purchased vehicles required to make them ready for their intended use.

YTD amounts loaned and transferred to COLE from LEST total \$101K. This is not a budgeted item.

At this point in time the Prosecutor is not charging any payroll or office expense to the LEST fund. In April additional phone expense began being charged to LEST for the Prosecutor. A Promotional credit was used up during a five month period. Without this credit, phone expense for the Prosecutor would have been approximately \$1,300 more in 2016 through April.

BUILDING INSPECTION

In April, \$3,600 computer software expense was incurred for the annual bill for the Citizenserve two user subscription. Legal & Consultant expense of \$1,425.00 relates to expenditures incurred for third party compliance reviews for a project request.

DELINQUENT TAXES

The credit amount for Mileage and training of \$285.19 is due to voiding a March check in the amount of \$650.00 for training that was no longer required to be paid from this fund.

RECORD RETENTION

In April \$2.8K was expended for microfilm related expense with Mobilis Technologies for Sept 2015 through March 2016.

CONCEAL & CARRY

In April, Retirement and Insurance expense was adjusted to reflect February and March charges that had been miscoded to COLE. However, as noted above, Retirement expense for April was overstated by approximately \$5K due an error in allocating PR related expenses and was corrected in May.

Use of the Conceal and Carry fund is restricted. In 2016 to date the fund balance has increased by over \$34K. Recent legislation (CCS HCS SB 656) (Munzlinger) if signed by the governor will allow these unexpended funds to be used for other purposes or

transferred to discretionary funds for the sheriffs so long as no claim for inadequate funding has been made within the last five years resulting in reimbursement from the Office of Administration. Such funds received must be used to supplement funding for Sheriffs and the County Commission is prohibited from reducing the sheriff's budget, according to a summary put out by the Missouri Association of Counties.