

443-2018

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned

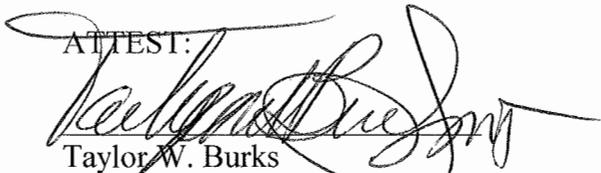
Term. 20 18

In the County Commission of said county, on the 9th day of October 2018

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 2395 E. Alfalfa Drive, parcel #12-401-18-07-015.00 01.

Done this 9th day of October, 2018.

ATTEST:  
  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

Absent  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	October Session
2395 E. Alfalfa Drive	)	October Adjourned
Columbia, MO	)	Term 2018
	)	Commission Order No. <i>443-2018</i>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 9<sup>th</sup> day of October 2018, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: refuse stored as a rat harborage conducive to rat infestation and breeding on the premises.
4. The location of the public nuisance is as follows: 2395 E. Alfalfa Drive a/k/a parcel# 12-401-18-07-015.00 01, Section 18, Township 49, Range 12 as shown in deed book 1636 page 0085, Boone County.
5. The specific violation of the Code is: refuse stored as a rat harborage conducive to rat infestation and breeding in violation of section 6.6 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 4<sup>th</sup> day of September to the property owner or agent.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties

responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

**Order For Abatement Chargeable As a Special Assessment To The Property**

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Boone County Clerk

Photographs taken 9/24/18 @ ~ 3:50 pm  
2395 E. Alfalfa Drive





Louis G. Van Drie, Jr.  
2395 E. Alfalfa Drive  
Health Department nuisance notice - timeline

- 8/21/18: citizen complaint received
- 8/21/18: initial inspection conducted
- 8/27/18: notice of violation sent to owner, return receipt requested
- 9/4/18: owner signed for notice
- 9/5/18: second citizen complaint received
- 9/24/18: reinspection conducted – violation not abated - photographs taken at ~ 3:50 pm
- 9/27/18: hearing notice sent



# HEARING NOTICE

Louis G. Van Drie, Jr.  
2395 E. Alfalfa Drive  
Columbia, MO 65202

An inspection of the property you own located at 2395 E. Alfalfa Drive (parcel # 12-401-18-07-015.00 01) was conducted on August 21, 2018 and revealed refuse stored as a rat harborage conducive to rat infestation and breeding on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.6.

You are herewith notified that the a hearing will be held before the County Commission on Tuesday, October 9, 2018 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated. All costs of seizure, removal, and abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine N. Vellema  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 27<sup>th</sup> day of

September 2018 by ja

1005 W. Worley ♦ P.O. Box 6015 ♦ Columbia, Missouri 65205-6015  
Phone: (573) 874-7346 ♦ TTY: (573) 874-7356 ♦ Fax: (573) 817-6407  
www.GoColumbiaMo.com



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Louis G. Van Drie, Jr.
2395 E. Alfalfa Drive
Columbia, MO 65202

An inspection of the property you own located at 2395 E. Alfalfa Drive (parcel # 12-401-18-07-015.00 01) was conducted on August 21, 2018 and revealed refuse stored as a rat harborage conducive to rat infestation or breeding on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within 15 days after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.6. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

[Handwritten signature of Kristine N. Vellema]

Kristine N. Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 27th day of

August 2018 by lya

**U.S. Postal Service™**  
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**OFFICIAL USE**

Certified Mail Fee

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- Return Receipt (hardcopy) \$
- Return Receipt (electronic) \$
- Certified Mail Restricted Delivery \$
- Adult Signature Required \$
- Adult Signature Restricted Delivery \$

Postage

\$

Total Postage and

\$ **0.61**

Sent To

Street and Apt. No.

City, State, ZIP+4

PS Form 3800, 4

LOUIS G VAN DRIE JR  
2395 E ALFALFA DR  
COLUMBIA MO 65202



7016 0040 0000 9884 6241

# USPS Tracking® FAQs > (<https://www.usps.com/faqs/uspstracking-faqs.htm>)

## Track Another Package +

**Tracking Number:** 70180040000098846241

Remove X

Your item has been delivered to an agent at 10:13 am on September 4, 2018 in COLUMBIA, MO 65201.

### **Delivered**

September 4, 2018 at 10:13 am  
Delivered, To Agent  
COLUMBIA, MO 65201

Feedback

Get Updates 

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**Text & Email Updates**



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**Tracking History**



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**Product Information**



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See Less 

## Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

# Parcel Information Viewer



Zoom to Neighborhood X  
Zoom to Location X

1240118070150001

**Owner** VAN DRIE LOUIS G JR  
**Address** 2395 E ALFALFA DRIVE  
**City, State, Zip** COLUMBIA, MO 65202  
**School** HALLSVILLE (R4)  
**Legal Description** HAYSTACK ACRES ADDN LOT 15  
**Lot Size** 76.79 x 247.83  
**Irregular Shape** Y  
**Parcel** 12-401-18-07-015.00 01

Full Real Estate Summary

**Location Information**  
**Property Address** 2395 E ALFALFA DR  
**Section/Township/Range** Sec. 18 49 12

**Taxing Entities**  
**City**  
**Fire** BOONE COUNTY (F1)  
**Library** COL BC LIBRARY (L4)  
**Road** COMMON ROAD DISTRICT (CO)  
**School** HALLSVILLE (R4)

**Recorded Documents**  
**Deed Book/Page** 1636 0085

**Subdivision Plat** 0030 0091



Click here for navigation tips

Junk & Trash at 2395 Alfalfa Dr.  
 8/21

# Parcel Information Viewer

X X  
 Zoom to Neighborhood Zoom to Location  
 Aerial

1240118070150001 

**Owner** VAN DRIE LOUIS G JR  
**Address** 2395 E ALFALFA DRIVE  
**City, State, Zip** COLUMBIA, MO 65202  
**School** HALLSVILLE (R4)  
**Legal Description** HAYSTACK ACRES ADDN LOT 15  
**Lot Size** 76.79 x 247.83  
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**Road** COMMON ROAD DISTRICT (CO)  
**School** HALLSVILLE (R4)

**Recorded Documents**

**Deed Book/Page** 1636 0085  
**Subdivision Plat Book/Page** 0030 0091

**Current Appraised**

Type	Land	Bldgs	Total
RI	\$15,400	\$89,300	\$104,700
<b>Totals</b>	<b>\$15,400</b>	<b>\$89,300</b>	<b>\$104,700</b>

**Current Assessed**

Type	Land	Bldgs	Total
RI	\$2,926	\$16,967	\$19,893
<b>Totals</b>	<b>\$2,926</b>	<b>\$16,967</b>	<b>\$19,893</b>




 ? Click here for navigation tips

915

Junk in front & back yard.

# Tom Schauwecker Assessor

Parcel 12-401-18-07-015.00 01

Property Location 2395 E ALFALFA DR

<u>City</u>	<u>Road</u> COMMON ROAD DISTRICT (CO)	<u>School</u> HALLSVILLE (R4)
<u>Library</u> COL BC LIBRARY (L4)	<u>Fire</u> BOONE COUNTY (F1)	

<u>Owner</u> VAN DRIE LOUIS G JR	<u>Subdivision Plat Book/Page</u> 0030 0091
<u>Address</u> 2395 E ALFALFA DRIVE	<u>Section/Township/Range</u> 18 49 12
<u>Care Of</u>	<u>Legal Description</u> HAYSTACK ACRES ADDN LOT 15
<u>City, State, Zip</u> COLUMBIA, MO 65202	<u>Lot Size</u> 76.79 × 247.83
	<u>Irregular Shape</u> Y
	<u>Deeded Acreage</u> .00
	<u>Calculated Acreage</u> .00
	<u>Deed Book/Page</u> 1636 0085

### CURRENT APPRAISED

### CURRENT ASSESSED

Type	Land	Bldgs	Total
	RI 15,400	89,300	104,700
<b>Totals</b>	<b>15,400</b>	<b>89,300</b>	<b>104,700</b>

Type	Land	Bldgs	Total
	RI 2,926	16,967	19,893
<b>Totals</b>	<b>2,926</b>	<b>16,967</b>	<b>19,893</b>

### RESIDENCE DESCRIPTION

<u>Year Built</u> 1999	
<u>Use</u> SINGLE FAMILY (101)	
<u>Basement</u> NONE (1)	<u>Attic</u> NONE (1)
<u>Bedrooms</u> 3	<u>Main Area</u> 1,427
<u>Full Bath</u> 2	<u>Finished Basement Area</u> 0
<u>Half Bath</u> 0	
<u>Total Rooms</u> 6	<u>Total Square Feet</u> 1,427

**Boone County Assessor**

801 E. Walnut St., Rm 143  
Columbia, MO 65201-7733

assessor@boonecountymo.org

**Office** (573) 886-4251  
**Fax** (573) 886-4254

Boone County, Missouri

PARTNERSHIP GENERAL WARRANTY DEED 85

Unofficial Document

Filed for record Document No. 13906 July 10 2000 at 9:10:03 AM In Boone Co. MO

THIS INDENTURE, Made and entered up in the day of July, 2000, by and between BURNAM FAMILY CO., L.P., A Missouri Limited Partnership

and LOUIS G. VAN DRIE, JR., a single person party of the second part, of Boone County, State of Missouri, grantee(s). Grantee's mailing address is 2395 E Alfalfa, Columbia Mo 65202

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, and by virtue of and in pursuance of a partnership agreement of said party of the first part, a Missouri partnership, does by these presents GRANT, BARGAIN, AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, their heirs and assigns, the following described Real Estate, situated in the County of Boone, and State of Missouri, to wit:

Lot Fifteen (15) of HAYSTACK ACRES ADDITION as shown on plat of said subdivision, recorded in Plat Book 30, Page 91, Boone County, Missouri Records.

Subject to Easements and restrictions of record.

Property Address (if known): 2395 E Alfalfa Columbia, MO 65202 Tax ID # (if known): 12-401-18-07-015

TO HAVE AND TO HOLD THE SAME, with all and singular the rights, privileges, appurtenances and amenities thereto belonging, or in any wise appertaining, unto the said party or parties of the second part and their heirs and assigns, FOREVER, and the said Party of the first part hereby covenants that it is lawfully seized of an indefeasible estate in fee simple in the premises herein conveyed; that it has good right to convey the same; that the premises are free and clear of any encumbrances whatsoever done or suffered by it or those under whom it claims; that it will make and execute such other and further assurances and do such other acts and things as may be necessary for perfecting the title and confirming the premises hereby granted; and that it will warrant and defend the title to said premises unto the said party or parties of the second part and their heirs and assigns, against the lawful claims of all persons whomsoever; excepting, however, the general taxes for the calendar year 2000 and thereafter, and special taxes becoming a lien after the date of this deed.

THE UNDERSIGNED warrant that they are all of the partners in the aforementioned Missouri Partnership, and that said Partnership has not been dissolved or amended in any way that would invalidate this transfer.

THE UNDERSIGNED FURTHER warrant, that no other party has any right or claim to the property by way of any possible interest in the above described partnership.

BURNAM FAMILY CO., L.P.

by: David Holmes DAVID HOLMES, AUTHORIZED AGENT FOR GBB MANAGEMENT CO., L.L.C., ITS SOLE GENERAL PARTNER

STATE OF MISSOURI ) COUNTY OF Boone ) ss.

On this 5th day of July, 2000, before me personally appeared DAVID HOLMES, to me personally known, who, being by me duly sworn (or affirmed) did say that he is the authorized agent for GBB Management Company, L.L.C. the sole general partner of Burnam Family Co., L.P., a Partnership of the State of Missouri, and that with full rights to convey said property, said general partner acknowledged this instrument to be the free act and deed of said Partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Columbia, Missouri, the day and year first above written.

(SEAL) KELLE J. WALTERS Notary Public - Notary Seal STATE OF MISSOURI COOPER COUNTY My Commission Expires: 3-9-2004

Kelle J. Walters Notary Public



STATE OF MISSOURI ) COUNTY OF BOONE ) SS.

Document No. 13906

I, the undersigned Recorder of Deeds for said county and state do hereby certify that the foregoing instrument of writing was filed for record in my office on the 10th day of July, 2000 at 9 o'clock and 10:03 minutes AM and is truly recorded in Book 1636 Page 85.

Witness my hand and official seal on the day and year aforesaid.

BETTIE JOHNSON, RECORDER OF DEEDS by Vicki Gilpin deputy

Nora Dietzel, Recorder of Deeds

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the 9th day of October 20 18

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the disposition of surplus, per attached summary order description, to Jose Luis Garay-Contreras in the amount of \$13,626.23.

It is furthered ordered the Boone County Commissioners are hereby authorized to sign said summary order.

Done this 9th day of October, 2018.

Daniel K. Atwill  
Presiding Commissioner

Absent

Fred J. Parry  
District I Commissioner

Janet M. Thompson  
District II Commissioner

ATTEST:

Taylor W. Burks  
Clerk of the County Commission

**Commission Order:**

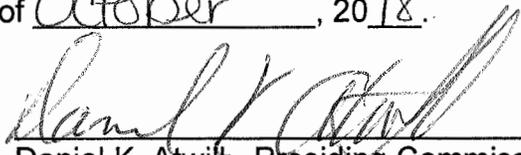
Now on this day the Boone County Commission takes up the disposition of the **2018** tax sale surplus relating to **Parcel 17-107-00-02-058.00**:

Pursuant to RSMo §140.230 the Commission is authorized to approve claims for any tax sale surplus being held by the County Treasurer associated with the County Collector's annual tax sale as part of a redemption or after the expiration of the applicable redemption period. In this instance, the owner of record at the time the subject property went to tax sale was **Jose Luis Garay-Contreras**, per the vesting deed at Book 4028, Page 105, Boone County Records. The owner of record has assigned the tax sale surplus to the Boone County Collector as part of his redemption of the property. The other documentation which support of this claim is made a part of this record. The application to the County Treasurer for the surplus funds is timely.

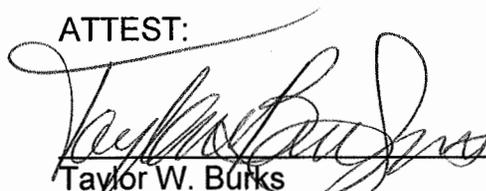
The County Treasurer, based upon the documents presented to his office and made a part of this record, is satisfied that **Jose Luis Garay-Contreras** is entitled to assign the total surplus of **\$13,626.23** to the Boone County Collector as part of his redemption of the subject property and recommends the Commission approve the same.

NOW, THEREFORE, upon the recommendation of the County Treasurer and the evidence made a part of this record, the County Commission hereby approves the disposition of the surplus via assignment to **the Boone County Collector, assignee of the owner of record**, in the amount of **\$13,626.23**, in a manner mutually-agreed to by the County Collector and County Treasurer, in order to facilitate **Jose Luis Garay-Contreras'** redemption of the subject property pursuant to RSMo §140.340.

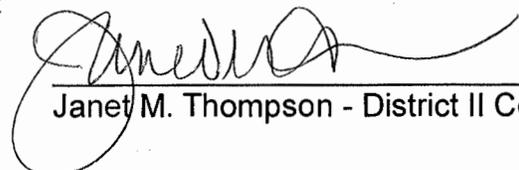
Done this 9<sup>th</sup> day of October, 2018.

  
Daniel K. Atwill - Presiding Commissioner

ATTEST:

  
Taylor W. Burks  
Boone County Clerk

Absent  
Fred J. Parry - District I Commissioner

  
Janet M. Thompson - District II Commissioner

# Boone County, Missouri

## Unofficial Document

Recorded in Boone County, Missouri  
Date and Time 09/12/2012 at 05:02:37 PM  
Instrument # 2012022614 Book 4028 Page 105

Grantor KENNA, TANYA DAWN  
Grantee GARAY-CONTRERAS, JOSE LUIS

Instrument Type QTCL  
Recording Fee \$30.00 S  
No of Pages 3

*Bette Johnson*  
Bette Johnson, Recorder of Deeds



### QUIT-CLAIM DEED

(INFORMATION PROVIDED ON THIS DOCUMENT MUST BE TYPED OR PRINTED)

THIS INDENTURE, Made and entered into this 12 day of September A D Two Thousand and 12 by and between Tanya Dawn Kenna (Grantor), of the County of Boone, in the State of Missouri, party or parties of the First Part, and Jose Luis Garay-Contreras (Grantee), (Grantee's mailings address) 2503 Willowbrook Ct Columbia, MO 65202 of Boone County, State of Missouri party or parties of the Second Part

WITNESSETH, That the said party or parties of the First Part in consideration of the sum of ten dollars and other valuable considerations paid by the said party or parties of Second Part, the receipt of which is hereby acknowledged, does or do by these presents, Remise, Release and forever Quit Claim, unto the said party or parties of the Second Part, the following described real estate, lying, being and situate in the County of Boone and State of Missouri, to-wit

2503 Willowbrook Court  
Columbia, MO 65202

See page 3

TO HAVE AND TO HOLD the same with all the rights and immunities, privileges and appurtenances thereto belonging, unto the said party or parties of the Second Part, and their heirs and assigns, FOREVER; so that neither the said party or parties of the First Part, nor their heirs, nor any other person or persons for them or in their name—or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof but they and every one of them shall, by these presents, be excluded and forever barred

IN WITNESS WHEREOF, The said party or parties of the First Part has or have hereunto set their hand or hands the day and year first above written.

~~Witness~~ Tanya Garay-Contreras  
Tanya Garay-Contreras

Jose Luis Garay Contreras  
Jose Luis Garay Contreras

(ALL SIGNATURES MUST HAVE THE NAME TYPED OR PRINTED UNDERNEATH)

## Nora Dietzel, Recorder of Deeds

Boone County, Missouri

Unofficial Document

BOONE COUNTY MO SEP 12 2012

STATE OF MISSOURI )  
COUNTY OF Boone ) ss

On this 12 day of September, 2012, before me personally appeared Tanya D. Kenna  
José L. Naray-Contreras to me known to be the person or persons described in and who executed  
the foregoing instrument, and acknowledged that they executed the same as their free act and deed

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my  
official seal at my office in Landmark Bank, the day and year first  
above written

My term expires Nov 14, 2015

(Seal)

Jacob M. Garrett  
Notary Public

JACOB M GARRETT  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
BOONE COUNTY  
MY COMMISSION EXPIRES NOV. 14, 2015  
COMMISSION # 11287872



**ASSIGNMENT OF TAX SURPLUS TO BOONE COUNTY COLLECTOR  
FOR REDEMPTION PURPOSES**

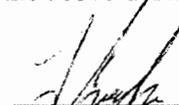
Parcel #: 17-107-00-02-058.00  
Sec 05 T48 R12  
2503 Willowbrook Ct  
L52 Nelwood SD as shown in Plat Book/Page 6/51

Owner(s) of Record: Garay-Contreras Jose Luis

Current Mailing address: 2503 Willowbrook Ct, Columbia, MO 65202

SSN: [REDACTED] Driver's License / State ID Number: Y211080010

Pursuant to the provisions of RSMo Sec. 140.230 the undersigned, the publicly recorded owner or owners of record of the subject property sold at the **2018** delinquent tax sale auction which took place on **August 27, 2018**, wish to assign the tax sale surplus in the amount of **13,626.23** currently being held by the Boone County Treasurer to the Boone County Collector as part of my redemption of the subject property. I understand that I have a priority right to use these tax sale surplus funds for my redemption efforts only for the first one-year period following the delinquent tax sale auction; or, until the tax sale purchaser acquires a Collector's Deed. I understand that I must remit the appropriate sums to the Boone County Collector in addition to the surplus to accomplish this redemption. I hereby authorize the Boone County Treasurer to remit to the County Collector, on my behalf and for my account, the tax sale surplus as part of my owner's redemption efforts pursuant to which I desire to redeem the above-described property.

  
\_\_\_\_\_  
JOSE LUIS GARAY-CONTRERAS

STATE OF MISSOURI     )  
  )ss  
COUNTY OF BOONE    )

2018 SUBSCRIBED and sworn to before me a notary public, this 28<sup>th</sup> day of September,

**BARBARA S KEMPKER**  
Notary Public - Notary Seal  
State of Missouri  
County of Boone  
My Commission Expires January 8, 2021  
Commission #13432972

  
\_\_\_\_\_  
Notary Public *Barbara S. Kemper*

 9/28/18  
Collector's Office received by and date

**Property Information**

<b>Property Location (Situs Address)</b>	2503 WILLOWBROOK CT
--	---------------------

<b>Legal Description</b>  <u>FB</u> Initial if legal description matches description on delinquent statements. If not, explain discrepancies in Additional Info.	NELWOOD SD LOT 52	RECEIVED MAY 3 2018 BOONE COUNTY COLLECTOR
--	----------------------	--

**Vesting Deed**

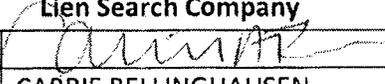
<b>Name of Owner(s)</b>	GARAY-CONTRERAS JOSE LUIS
<b>Address</b>	2503 WILLOWBROOK CT, COLUMBIA MO 65202-2501
<b>Title Taken By</b>	QUIT-CLAIM DEED - QUIT-CLAIM DEED
<b>Date of Deed</b>	09/12/2012 - 07/24/2007
<b>Date Recorded</b>	09/12/2012 - 07/25/2012
<b>Book/Page</b>	4028/105 - 3187/60
<b>Address Correction</b>	

**Open Deed(s) of Trust**

<b>First Deed of Trust</b>	
<b>Lender's Address</b>	
<b>Deed of Trust Date</b>	
<b>Date Recorded</b>	
<b>Book/ Page</b>	
<b>Loan Amount</b>	
<b>Assigned To</b>	
<b>Date Assigned</b>	

<b>Second Deed of Trust</b>	
<b>Lender's Address</b>	
<b>Deed of Trust Date</b>	
<b>Date Recorded</b>	
<b>Book/ Page</b>	
<b>Loan Amount</b>	
<b>Assigned To</b>	
<b>Date Assigned</b>	

**Lien Search Company**

<b>Signature of Searcher</b>	
<b>Searcher (print)</b>	CARRIE BELLINGHAUSEN
<b>Date Searched</b>	05/02/2018



**Additional Liens**

<b>Special Assessments</b>	
<b>Tax Bill #</b>	
<b>Address</b>	

<b>Federal Tax Liens</b>	
<b>Date</b>	
<b>Address</b>	

<b>State Tax Liens</b>	DEPARTMENT OF REVENUE
<b>Date</b>	12/05/2008
<b>Address</b>	PO Box 3800, Jefferson City, MO 65105

<b>Mechanics Liens</b>	
<b>Date</b>	
<b>Address</b>	

<b>Judgments</b>	ASSET ACCEPTANCE LLC
<b>Date</b>	07/17/2009
<b>Address</b>	1000 CAMERA AVE, STE A, SAINT LOUIS, MO 63126
<b>Case #</b>	09BA-CV02825-01

<b>Judgments</b>	MIDLAND FUNDING LLC
<b>Date</b>	07/06/2010
<b>Address</b>	9300 DIELMANN INDUSTRIAL DRIVE
<b>Case #</b>	10BA-CV02245-01

<b>Judgments</b>	ST OF MO EX REL. BRIAN MCCOLLUM
<b>Date</b>	02/22/2016
<b>Address</b>	801 E WALNUT, ROOM 118, COLUUMBIA, MO 65201
<b>Case #</b>	15BA-CV04308

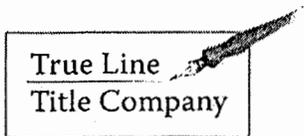
<b>Other (Lis Pendens, Bankruptcies, etc)</b>	
<b>Date</b>	
<b>Address</b>	
<b>Case #</b>	



**GARAY-CONTRERAS JOSE LUIS**

**17-107-00-02-058.00**

**Additional Information**



True Line Title Company  
110 E Ash Street  
Columbia, MO 65203

445-2018

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned

Term. 20 18

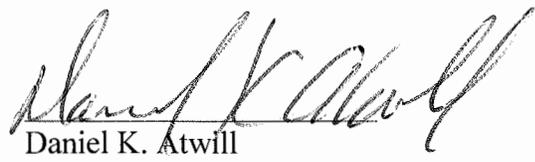
In the County Commission of said county, on the 9th day of October 20 18

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Agreement for Purchase of Services for Contingency Funding between Boone County and Coyote Hill Christian Children's Home.

The terms of the agreement are stipulated in the attached Purchase of Service Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase of Service Agreement.

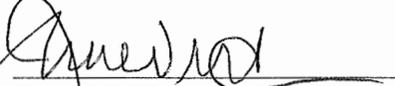
Done this 9th day of October, 2018.



Daniel K. Atwill  
Presiding Commissioner

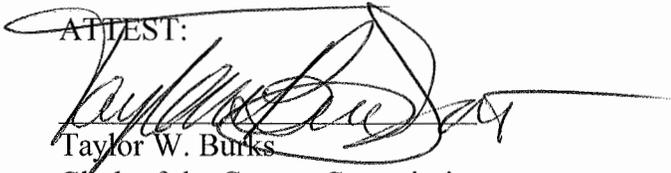
Absent

Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

ATTEST:



Taylor W. Burks  
Clerk of the County Commission



## AGREEMENT FOR PURCHASE OF SERVICES Contingency Funding

THIS AGREEMENT dated the 9<sup>th</sup> day of October, 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, on behalf of the Boone County Children's Services Board, herein "BCCSB" and **Coyote Hill Christian Children's Home** a tax-exempt, not organized for profit organization or governmental entity, hereinafter referred to as **Coyote Hill**.

**WHEREAS**, the BCCSB, under the provisions of 67.1775 and 210.861 of the Revised Statutes of Missouri, has the right to expend monies from the Children's Services Fund (CSF) for the purposes of funding services to children and youth 19 years of age and younger, and their families residing in Boone County; and

**WHEREAS**, Coyote Hill has submitted a complete Contingency Funding Application to the BCCSB detailing the services and other supports to be provided along with the expected cost to Coyote Hill thereof; and

**WHEREAS**, the BCCSB has approved the Contingency Funding Application Proposal in whole or in part as hereinafter set forth.

**IN CONSIDERATION** of the parties' performance of the respective obligations contained herein, the parties agree as follows:

### FUNDING ALLOCATION FOR SERVICES RENDERED BY COYOTE HILL

Coyote Hill is expected to the greatest extent possible to maximize funding from all other sources. Coyote Hill shall periodically, upon request, furnish to the BCCSB information as to its efforts to obtain such other sources of funding. Coyote Hill shall only request reimbursement for services not reimbursable by any other source. Coyote Hill shall not invoice the Children's Services Fund for units of service invoiced to another funding source. Coyote Hill shall provide documentation and assurance to the BCCSB that requests for reimbursement from the CSF is not a duplication of reimbursement from any other source of funding.

1. **BCCSB Funding Policy**. The BCCSB Funding Policy is to be taken as part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This agreement shall consist of the application for **Equine-Assisted Psychotherapy Program**.

3. **Purchase.** The BCCSB agrees to purchase from Coyote Hill and Coyote Hill agrees to furnish the **Equine-Assisted Psychotherapy Program** for children and youth nineteen years of age or less and their families, as described and in compliance with the Contingency Funding Application Proposal Application. Services/deliverables shall be provided as outlined in the attached proposal response(s). The total allowable compensation under this agreement shall not exceed **\$47,885.00** unless compensation for specific identified additional services is authorized and approved by BCCSB in writing in advance of rendition of such services for which additional compensation is requested.

4. **Contract Duration.** This agreement shall commence on the date of contract execution and extend through December 31, 2019 subject to the provisions for termination specified below.

This contract may at the sole discretion of the BCCSB and with the agreement of Coyote Hill be renewed for **an additional one (1), one-year period**. Coyote Hill agrees and understands that the BCCSB may require supplemental information to be submitted by Coyote Hill prior to any renewal of this agreement.

5. **Billing and Payment.** For Contingency Funded Contracts, the payments will be made for the **Equine-Assisted Psychotherapy Program** will be made in three installments:

a. **Contract Signing** – Coyote Hill will submit an invoice for 34% of the contracted sum at the time of contract execution.

b. **Mid-Contract Report** – Upon receipt and approval of the mid-contract report, Coyote will submit an invoice for 33% of the contracted sum.

c. **Final Report** – Coyote Hill will submit an invoice for the contracted balance of 33% after receipt and approval of the final report.

The BCCSB agrees to pay all statements within thirty days of receipt of a correct and valid invoice statement. In the event of a billing dispute, the BCCSB reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of Coyote Hill, the BCCSB agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Availability of Funds.** Payments under this contract are dependent upon the availability of funds or as otherwise determined by the BCCSB. This contract can be terminated if funding becomes unavailable in whole or in part for cause shown, and the BCCSB shall have no obligation to continue payment.

## REPORTING, MONITORING, AND MODIFICATION

7. **Reporting.** The BCCSB shall utilize the Contingency Funding Application as submitted by Coyote Hill to monitor service delivery and program expenditures. Coyote Hill agrees to submit to the BCCSB a written mid-contract report by January 31, 2019, for the period of the date of contract execution through December 31, 2018 and another written final report by July 31, 2019. Variations on this date may be requested by Coyote Hill and, if so stipulated, are noted on this contract document. Payments may be withheld from Coyote Hill if reports designated here are not submitted on time, until such time as the reports are filed and approved. Reporting requirements will include but are not limited to information regarding agencies' outcomes and indicators, client demographic information, and other information and data deemed appropriate by the BCCSB. Coyote Hill agrees to submit its written reports to staff at the Community Services Department.

8. **Audits.** Coyote Hill also agrees to make available to the BCCSB a copy of its annual audit within four months after the close of Coyote Hill's fiscal year. The audit must be performed by an independent individual or firm licensed by the Missouri State Board of Accountancy. The audit is to include a complete accounting for funds covered by this agreement in accordance with generally accepted accounting principles. In addition, the BCCSB requires that the management report of any audit as it relates to BCCSB program activities be made available to BCCSB as part of the required audit. Payment may be withheld from Coyote Hill, if reports designated here are not made available upon request. Audits shall be uploaded to the Organization Profile in the Apricot System and continually kept up to date.

9. **Monitoring.** Coyote Hill agrees to permit the BCCSB, the Director of the Community Services Department and any staff of the Community Services Department, or designee of the BCCSB to monitor, survey and inspect Coyote Hill's services, activities, programs, and client records, to determine compliance and performance with this contract, except as prohibited by laws protecting client confidentiality. In addition, Coyote Hill hereby agrees that, upon notice of forty-eight (48) hours, it will make available to the BCCSB or its designee(s) all records, facilities, and personnel, for auditing, inspection, and interviewing, to determine the status of service, activities and programs covered hereunder, expenditure of CSF funds and all other matters set forth in the contract.

10. **Modification or Amendment.** In the event Coyote Hill requests to make any change, modification, or an amendment to funded services, one-time items, activities, and/or programs covered by this contract, a request of the proposed modification or amendment must be submitted in writing to the Director of Community Services to share with the BCCSB for approval. A board resolution from Coyote Hill may be required with the request. For consideration of a request to modify or amend the contract, requests to the BCCSB must be submitted in writing at least two weeks prior to a regularly scheduled BCCSB meeting.

## OTHER TERMS OF THIS CONTRACT

11. **Violation of Client Rights.** Any alleged case of a violation of a client's rights in a program funded through the Children's Services Fund shall be investigated in accordance with Coyote Hill's policies and procedures and in accordance with any local/state/federal regulations. Coyote Hill agrees to notify the BCCSB through the Director of Community Services of any such incidents that have been reported to the appropriate governmental body and must also authorize the governmental body to notify the BCCSB of any substantiated allegations. Coyote Hill must comply with Missouri law regarding confidentiality of client records.

12. **Discrimination.** Coyote Hill will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply will applicable provisions of federal and state laws, county or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

13. **CSF to be used for Services Provided.** Coyote Hill agrees that the CSF funds shall be used exclusively for the services provided to children and youth 19 years of age or less and their families and for administrative costs directly related to Coyote Hill's provision of such services.

14. **Accreditation/Licensure/Certifications.** Coyote Hill must comply with all state/federal certification and licensing requirements and all applicable federal, state, and local laws and must remain in "good standing" with the applicable oversight entity.

15. **Conflict of Interest.** Coyote Hill agrees that no member of its Board of Directors or its employees now has, or will in the future, have any conflict of interest between himself/herself and Coyote Hill, and this shall include any transaction in which Coyote Hill is a party, including the subject matter of this contract. Missouri law, as this term is used herein, shall define "Conflict of Interest".

16. **Subcontracts.** Coyote Hill may enter into subcontracts for components of the contracted service as Coyote Hill deems necessary within the terms of the contract. All such subcontracts require the written approval of the BCCSB or their designated representative. In performing all services under the resulting contract agreement, Coyote Hill shall comply with all local, state, and federal laws. Any subcontractor shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

17. **Employment of Unauthorized Aliens Prohibited.** Coyote Hill agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Coyote Hill shall require each subcontractor to affirmatively state in its Agreement with the Coyote Hill that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each subcontractor to provide Coyote Hill a sworn affidavit under the

penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

18. **Litigation.** Coyote Hill agrees that there is no litigation, claim, consent order, settlement agreement, investigation, challenge, or other proceeding pending or threatened against Coyote Hill or any individual acting on the Coyote Hill's behalf, including subcontractors, which seek to enjoin or prohibit Coyote Hill from entering into this contract agreement of performing its obligations under this agreement.

19. **Board Ownership.** If Coyote Hill ceases to be funded by the BCCSB or ceases to provide programs and services for Boone County children, youth, and their families, pursuant to this contract, all capital equipment, materials, and buildings purchased with CSF funds shall be returned to Boone County unless so otherwise approved by a majority vote of the BCCSB. In addition, if Coyote Hill no longer uses capital equipment, materials, or buildings purchased with CSF funds for its original intent, Coyote Hill will need BCCSB approval to re-direct the use of such.

20. **Failure to Perform/Default.** In the event Coyote Hill, at anytime, fails or refuses to perform according to the terms of this contract, as determined by the BCCSB, such failure or refusal shall constitute a default hereunder, and the BCCSB will be relieved of any further obligation to make payments to Coyote Hill as set out herein. This contract will be terminated at the option of the BCCSB.

21. **Termination.** This Contract may be terminated, with or without cause, by either party upon thirty (30) days written notice to the other party. In addition, this agreement may be terminated by the BCCSB upon 15 days' advance written notice for any of the following reasons or under any of the following circumstances:

a. BCCSB may terminate this agreement due to material breach of any term or condition of this agreement, or

b. BCCSB may terminate this agreement if key personnel providing services are changed such that in the opinion of the BCCSB delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specification, or if services are deficient in quality in the sole judgment of BCCSB, or

c. BCCSB may terminate this agreement should Coyote Hill fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, or

d. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

Upon receipt of notice of termination, Coyote Hill shall make every effort to reduce or cancel outstanding commitments and shall incur no additional expenses. BCCSB shall reimburse the Coyote Hill for outstanding expenses incurred up to the date of termination, including

uncancellable obligations and reasonable termination costs, but in no event, will such costs exceed the total funds presently allocated to this Contract.

**22. Insurance Requirements.** Coyote Hill shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form, and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

**a. Worker's Compensation and Employers' Liability Insurance:** Coyote Hill shall take out and maintain during the life of this contract, Worker's Compensation and Employers' Liability Insurance for all their employees employed at the site of work, and in case any work is sublet, Coyote Hill shall require the subcontractor similarly to provide Worker's Compensation Insurance and Employers' Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Coyote Hill.

Worker's Compensation and Employers' Liability Insurance coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit.

**b. Comprehensive General Liability Insurance:** Coyote Hill shall take out and maintain during the life of this contract, such Comprehensive General Liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per limit for any one occurrence covering both bodily injury and property damage, including accidental death. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. Coyote Hill shall furnish the County with Certificate(s) of Insurance which name the County of Boone – Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory written cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

Coyote Hill shall provide the County with proof of Comprehensive General Liability and Property Damage Insurance with the County as additional insured, which shall protect the County against any and all claims which might arise as a result of the operations of Coyote Hill in fulfilling the terms of this contract during the life of the Contract. The minimum limit of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply. Coverage wording shall include hold harmless agreement as written below, subrogation waiver and protection against third party suits to further protect Boone County from liability belonging to Coyote Hill.

c. **Professional Liability Insurance:** Coyote Hill is required to carry Professional Liability Insurance with a limit of no less than \$1,000,000.00 and naming Boone County as additional insured.

d. **Commercial Automobile Liability:** Coyote Hill shall maintain during the life of this contract, Commercial Automobile Liability Insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Coyote Hill's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

23. **Indemnification.** To the extent permitted under Missouri law, Coyote Hill agrees to hold harmless, defend and indemnify the BCCSB, the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of **Coyote Hill** (meaning anyone, including but not limited to consultants having a contract with Coyote Hill or subcontractor for part of the services), or anyone directly or indirectly employed by Coyote Hill, or of anyone for whose acts Coyote Hill may be liable in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its negligence.

24. **Publicity by the Coyote Hill.** Coyote Hill shall notify the BCCSB of contact with the media regarding CSF funded programs or profiles of participants in CSF funded programs. Coyote Hill will acknowledge the BCCSB as a funding source whenever publicizing CSF funded programs. Coyote Hill will collaborate with the BCCSB to inform the community about the ways its tax dollars are being invested in services and supports. Coyote Hill agrees to acknowledge the Children's Services Fund as a funding source on written and electronic publications including brochures, annual reports, and newsletters.

25. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the BCCSB and Coyote Hill. The BCCSB does not recognize any of the Coyote Hill's employees, agents, or volunteers as those of the BCCSB.

26. **Binding Effect.** This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

27. **Entire Agreement.** This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

28. **Record Retention Clause.** Coyote Hill shall keep and maintain all records relating to this contract agreement sufficient to verify the delivery of services in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal.

29. **Notice.** Any written notice or communication to the BCCSB shall be mailed or delivered to:

Boone County Community Services  
605 E. Walnut, Ste. A  
Columbia, MO 65201

Any written notice or communication to Coyote Hill shall be mailed or delivered to:

**Coyote Hill Christian Children's Home**  
Attn: Kelly Myers  
9501 W. Coyote Hill Rd.  
Harrisburg, MO 65256

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**Coyote Hill Christian Children's Home**

**Boone County, Missouri**

By: Kelly Myers  
Signature

By: Boone County Commission  
Daniel K. Atwill  
Daniel K. Atwill, Presiding Commissioner

By: Kelly Myers Development Director  
Printed Name/ Title

By: Boone County Children's Services Board  
Les Wagner  
Les Wagner, Board Chair

APPROVED AS TO FORM:

ATTEST:

[Signature]  
County Counselor

[Signature]  
Taylor W. Burks, County Clerk

AUDITOR CERTIFICATION: In accordance with RSMo. §50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

Jane R. Pickford by [Signature]      09/25/2018      (2161/71506/\$47,885.00)  
Signature      Date      Appropriation Account

An Affirmative Action/Equal Opportunity Employer

446-2018

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned

Term. 20 18

In the County Commission of said county, on the 9th day of October 2018

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Approval of Proposal for Consultant Services with PW Architects, Inc. to provide Architectural and Engineering Services Proposal for New Support Services Building on the ECC/BCSD campus.

The terms of the agreement are stipulated in the attached Proposal for Consultant Services. It is further ordered the Presiding Commissioner is hereby authorized to sign said Proposal for Consultant Service form.

Done this 9th day of October, 2018.

ATTEST:  
  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

Absent  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

**APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES**

Effective the \_\_\_\_\_ day of September, 2018, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

**Consultant Name:** PWArchitects, Inc.

**Project/Work Description:** Architectural and Engineering Services Proposal for New Support Services Building on the ECC/BCSD campus.

**Proposal Description:** Architectural, Engineering, and geotechnical Services Proposal for New Support Services Building on the ECC/BCSD campus per proposal dated June 8, 2018.

**Modifications to Proposal:** Fees and expenses shall not exceed \$137,500.00 without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Resource Management Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict between the proposal approved herein and the General Consultant Services Agreement, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services Agreement shall control unless this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

**PW Architects, Inc.**

By [Signature]  
Title PRINCIPAL / VICE PRESIDENT

Dated: 9.10.18

**BOONE COUNTY, MISSOURI**

By [Signature]  
Presiding Commissioner

Dated: 10.9.18

**APPROVED AS TO FORM:**

[Signature]  
County Attorney

**ATTEST:**

[Signature]  
County Clerk

**APPROVED:**

[Signature]  
Department Director

**Certification:**

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriations sufficient to pay the costs arising from this contract.

Aime Pitchford     9-20-18     4103-71211  
Auditor     by HA     Date



June 8, 2018

Mr. Chad Martin, Director  
Boone County Joint Communications  
Boone County Emergency Communications Center  
2145 County Drive  
Columbia, MO 65202

Re: Architectural and Engineering Services Proposal  
New Support Services Building on the EECC/BCSD Campus

Dear Chad:

Thank you for the opportunity to submit this proposal for design services for the New Support Services Building. We will work with you to continue to develop the design based on the recently completed study for the building.

We plan to produce work with all parties involved through the schematic design and design development phases to be able to produce custom designs for your facility that will provide for accurate estimates for the work. After an approval to proceed we will utilize the approved design to complete construction documents and will work with you through bidding and construction of the project.

1. Architectural Services, Structural Engineering, Mechanical/Electrical/Plumbing Engineering, and Civil Engineering for the project are included. We have also included surveying of the local site as well as geotechnical investigation for the project site.
2. PWA and its consultants will work diligently to coordinate all aspects of the building and site design related to the building and site. PWA will consult directly with you during the process of design.
3. The services will be inclusive of all meetings and production necessary for schematic design and design development documents necessary for accurate cost estimating through the process.
4. Construction Documents will be based on the accepted Design plans and will meet all current code requirements of Boone County, Missouri and the State of Missouri as required.
5. The A/E design team will complete Construction Documents for permitting and bidding/constructing requirements. We will coordinate reviews during this process with you to keep all informed and to provide the most necessary information for the project and successful bidding.
6. The process of bidding will be handled through a public General Contractor bid. We will work with County Purchasing to coordinate all the aspects necessary through the bid

process. We will plan to coordinate the General Conditions and Bidding Requirements for Construction that will be provided by County Purchasing along with Technical Specifications, within a single project manual.

7. We will coordinate with you regarding furniture and equipment layout. Furniture design is not included however we will work with your designers as necessary and provide all appropriate CAD layouts.
8. We will coordinate with you for any specific technology related design. It is assumed that you will provide appropriate information regarding any technology related equipment or networking needs. The PWA team will coordinate that information into drawings however the engineers will not design the systems. We would be happy to provide that design under a separate agreement or as additional services.

Included is a detailed description of our proposed services along with a fee proposal for the project as you have requested. Your project is important to us. This fee proposal is based on our current understanding of project needs based on the completed study.

If you have any questions, please call.

Sincerely,  
PWARECHITECTS, INC.



Erik Miller, AIA, CDT  
Vice President

EM

Enc.

## PWArchitects Inc. - Detail of Services

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Design Services to develop the project for Boone County as detailed above. The schedule for each phase will be developed with you. PWA is prepared to begin work within two weeks following your notice to proceed.

### Schematic Design Phase

- Meet with the Owners Team as necessary to develop and finalize project requirements.
- Prepare program information relative to facility and space usage as necessary to begin the design.
- Investigate building code and life safety issues as related to the proposed project.
- Topographic Survey and Base Sheet preparation for proper site Civil design.
- Geotechnical Evaluation for foundation design will be completed during this phase.
- Prepare design sketches, with drawings consisting of a computer-generated floor plans and elevations, drawn to scale.
- Completion of a 3-dimensional exterior model to show basic design information and proposed style.
- Coordination between Architectural and Engineering disciplines.
- Review Design with Owner and make necessary revisions to approved design.

### Design Development Phase

- Meet with the Owners Team as necessary to continue to develop and finalize project requirements.
- Investigate building code and life safety issues as related to the proposed project.
- Prepare drawings consisting of computer-generated fully dimensioned site plans, floor plans, elevations, building sections and details with, structural drawings, Mechanical/Electrical/Plumbing plans drawn to scale. Outline specifications will be included in this submittal. Site/civil drawings are by others but will be coordinated into the submittal.
- Presentation of the final design plan to Owner.
- Coordination between Architectural and Engineering disciplines.
- Coordination work between disciplines and Furniture design by Owner.
- Coordination work with Owner for interior and exterior finish selections.
- Review Design with Owner and make necessary revisions to approved plans.
- Submit and Review design with the Building Department to confirm conformance with the building code prior to beginning the Construction Documents Phase.

### Construction Documents Phase

- Finalize Design Drawings based on our review meeting and prepare Construction Documents including detailed, fully dimensioned site plans, storm water plans and details, floor plan/s, appropriate interior and exterior elevations and details, building sections and section details of assemblies, finish schedule, door schedule, door details, window schedule and details. HVAC, plumbing and electrical drawings and specifications.
- Select and document final finishes for the project.
- Prepare proprietary specifications describing all materials and finishes to be incorporated in the project.
- Coordinate selection of all material finishes and colors with the Owner.
- Prepare Contract and bidding documents as required.
- Coordinate with Owner prior to submitting to the Building Code Department.
- Submit construction documents to the Building Code Department for plan review.
- Make revisions to drawings and specifications related to Building Department review.

### Bidding Phase

- Prepare and distribute any Addenda as a result of Building Department review, as well as any required correction of bid documents necessary to provide appropriate direction to Bidders.
- Answer bidder questions during the bid period.

### Construction Administration Phase

- Review product substitution requests.
- Attend monthly progress meetings.
- Conduct required inspections during construction.
- Daily availability via phone or e-mail to answer questions during construction.
- Review shop drawings and submittals.

## DESIGN SERVICES FEE PROPOSAL

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Fees indicated below include Architecture, Structural Engineering, Mechanical/Electrical/Plumbing Engineering, Civil Engineering, Surveying, Geotechnical Investigation and Furniture Design coordination as detailed above. For the above scope of work the services listed above can be performed for the following fees.

**Total Stipulated Sum Fee of \$ 137,500.00.** Fees and estimated schedule are broken down by phase below:

Schematic Design (20%): Schedule-4 weeks estimated  
Stipulated Sum fee of: \$ 27,500.00.

Design Development (25%): Schedule 4 weeks estimated  
Stipulated Sum fee of: \$ 34,375.00

Construction Documents (30%): Schedule 4 weeks estimated  
Stipulated Sum fee of: \$ 41,250.00

Bidding (5%): Schedule 4 weeks estimated  
Stipulated Sum fee of: \$ 6,875.00

Construction Administration (20%): 7-9 months, To be determined  
Stipulated Sum fee of: \$ 27,500.00

## OTHER AVAILABLE SERVICES:

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Services not included in the proposal that are by others or can be performed for an additional fee if requested:

- Costs for printing/shipping of review documents, bid documents and required permit documents.
- Furniture design.
- Off-site utility design or offsite improvements.
- Technology Engineering for Communications Systems
- Special inspections as required by Code or as requested by the Owner.
- All permit fees including but not limited to MoDNR Land Disturbance fees, plan review fees, etc.
- Construction Staking and Layout.

Work above and beyond the scope of services and Owner Initiated Changes following phase approvals will be billed at a negotiated stipulated sum fee or at the following hourly rates plus expenses:

### **PWArchitects, Inc.**

PRINCIPAL	\$195.00
PROJECT MANAGER	\$140.00
ARCHITECT IV	\$125.00
ARCHITECT III	\$115.00
ARCHITECT II	\$100.00
ARCHITECTURAL DESIGNER	\$100.00
INTERIOR DESIGNER	\$100.00
ARCHITECT I	\$90.00
CAD TECHNICIAN	\$85.00
SR. ADMINISTRATIVE	\$75.00
ADMINISTRATIVE	\$60.00

Engineering Hourly rates are to be determined based on final consultant selection.

*Reimbursable Expenses:* The following expenses will be billed at our cost x 1.2: Additional services of (Sub) Consultants, reproduction, renderings, and postage/shipping/delivery.

447-2018

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned

Term. 20 18

In the County Commission of said county, on the 9th day of October 20 18

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following recommendation from the Job Classification Committee:

- Create a new classification of Chief Deputy Treasurer (class code 200001) on Range 40
- Create a new classification of Deputy Treasurer (class code 200002) on Range 25

It is further ordered the Auditor's Office is authorized to change the relevant positions in the Treasurer's Office at the start of the next pay period.

Done this 9th day of October, 2018.

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

Absent  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Human Resources

Jenna Redel  
Director, Human Resources  
and Risk Management



613 E. Ash Street  
Columbia, MO 65201  
Phone: (573) 886-4405  
Fax: (573) 886-4444

October 5, 2018

## Recommendations from the Job Classification Committee

The Job Classification Committee met on September 25, 2018, and reviewed a request from the Treasurer's Office to create two new classifications. The Treasurer is seeking to reorganize the organizational chart for his office. The current organizational chart consists of the Treasurer, one Accountant I/II (Range 37/41), one Account Specialist III (.75 FTE, Range 25), and one Account Specialist II (Range 23). The newly created positions reflect the Deputy/Chief Deputy structure that is in place in the majority of the elected officials' offices within Boone County, with one Chief Deputy Treasurer and two Deputy Treasurers.

The Job Classification Committee now presents the following recommendations:

**Create a new classification of Chief Deputy Treasurer (class code 200001) on Range 40.**

**Create a new classification of Deputy Treasurer (class code 200002) on Range 25.**

The job descriptions for the newly created positions are attached hereto.



## BOONE COUNTY JOB DESCRIPTION

<b>JOB TITLE:</b> <u>Chief Deputy Treasurer</u>	<b>NEW:</b> <u>X</u> <small>(Please</small>	<b>REVISED:</b> <u>      </u> <small>check one)</small>
<b>REPORTS TO:</b> <u>Treasurer</u>	<b>FLSA:</b> <u>Exempt</u>	<b>DATE:</b> <u>09/19</u>
<b>DEPARTMENT:</b> <u>Treasurer</u>	<b>JOB CODE:</b> 101	

**DEFINITIONS:**

With general supervision, performs professional accounting work such as maintaining ledgers, analyzing account information, preparing and analyzing budgets, reconciling accounts and preparing financial reports.

**ESSENTIAL FUNCTIONS:** *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list of tasks is ILLUSTRATIVE ONLY, and is **not** a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

Prepares and enters journal entries; creates payment requisitions; assists with development of the Treasurer’s annual budget and budget revision/amendments; assigned administration for the County bank accounts, monitors bank activity, transfers, wires, ACH transactions and manages bank access for all other County users.

Processes payroll for the County and remits payroll deduction transactions and reports; assists in tracking financing and interest for Neighborhood Improvement Districts; processes all bond principal and interest payments.

Performs Month-End Closing and Bank Reconciliations which includes the following: supplies bank statements to other County departments; clears checks for all County accounts; reconciles the County cafeteria plan and completes dual year closing procedures; processes the County provided health benefits transactions; reconciles inmate fund; records monthly bank interest journal entries; reconciles monthly bank transactions; balances cash for all the County funds; and reconciles the bond held-in-trust accounts to the trustee statements.

Prepares and provides monthly statements for outside entities; manages, authorizes and audits the County purchasing cards and purchasing card transactions; creates and processes manual and accounts payable ACH transactions; calculates and remits monthly pension benefit funding.

Performs quarterly reconciliation of tax excess and annually disburses to public schools to ensure compliance with state regulations; performs quarterly reconciliations of unclaimed fees and annually disburses to the State of Missouri to ensure compliance with state regulations.

Assists with annual Missouri Department of Elementary and Secondary Education compliance reports; disburses the annual State Assessed Railroad and Utility Apportionment and the Fines & Forfeitures to the public schools.

Disburses Collector interest, impound interest, payments in lieu of taxes, and financial institution tax to appropriate recipients; assists with the County year-end closing processes; assists in all general office functions of the entire Treasurer's Office; supervises and provides cross-training for all other positions held in the Treasurer's Office.

Performs other duties as assigned.

### **KNOWLEDGE AND SKILL:**

1. Considerable knowledge of Generally Accepted Accounting Principles
2. Considerable knowledge of Boone County policies and procedures.
3. Considerable knowledge of automated accounting systems
4. Skill in the use of personal computers, especially of spreadsheet software.
5. Skill in analysis, problem solving, and mathematics.
6. Skill in developing and maintaining cooperative working relationships with other County Departments.
7. Skill in written and oral communication.
8. Skill in dealing with the public in a professional and courteous manner.

### **PHYSICAL DEMANDS:**

The majority of work is performed in a professional office setting and is generally sedentary. Must possess vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone.

Position requires CONTINUOUS sitting, upward and downward flexion of neck; fine finger dexterity and light to moderate finger pressure to manipulate keyboard, equipment controls, and other office equipment; pinch grasp to manipulate writing utensils. FREQUENT side-to-side turning of neck, walking, standing, bending and stooping, pushing/pulling, twisting at waist, moderate wrist torque to twist equipment knobs and dials; lifting objects weighing up to 25 lbs. from below waist to above shoulders and transporting distances up to 50 yards. OCCASIONAL squatting, kneeling, reaching above and at shoulder height, moderate grasping to manipulate objects; lifting objects weighing 20-35 lbs. from below waist to above shoulders and transporting distances up to 50 feet.

### **WORK ENVIRONMENT:**

This job operates in a professional office environment. Professional attire required. This position routinely uses office equipment such as computers, calculators, multi-line telephones, photocopiers, binding machines, hand-held recording devices, filing cabinets, and fax machines. This position is routinely in contact with the public, other Boone County employees, elected officials, and members of other entities.

**MINIMUM QUALIFICATIONS:**

A minimum of seven years governmental accounting office experience or a Bachelor's degree in Accounting or related field and three years' governmental accounting experience.

**APPROVALS:**

Department Director: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

HR Director: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)



## BOONE COUNTY JOB DESCRIPTION

<b>JOB TITLE:</b> <u>Deputy Treasurer</u>	<b>NEW:</b> <u>X</u> <small>(Please</small>	<b>REVISED:</b> <small>check one)</small>
<b>REPORTS TO:</b> <u>Treasurer</u>	<b>FLSA:</b> <u>Non-Exempt</u>	<b>DATE:</b> <u>9/19/2018</u>
<b>DEPARTMENT:</b> <u>Treasurer</u>	<b>JOB CODE:</b> 604	

### **DEFINITIONS:**

Under general supervision, the Deputy Treasurer manages County receipts procedures for all departments (excluding Collector). Position requires highly responsible individual and an expert attention to detail. Position prepares, maintains and organizes data for complex financial analysis.

**ESSENTIAL FUNCTIONS:** *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list of tasks is ILLUSTRATIVE ONLY, and is **not** a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

Receives payments and verifies amounts; records payments and issues receipts; updates spreadsheet and reconciles balances; makes daily deposits; balances reports daily and prepares monthly report of activity. Prepares payment requisitions and reimbursements and maintains office supply inventory.

Prepares accounting documents; review forms for completeness and accuracy; may perform reception duties; greets public and responds to basic inquiries regarding department operations; requisitions supply and maintains inventories; performs special projects as assigned.

Opens and distributes mail; assists in general office functions by answering department phone calls and greeting guests. May perform reception duties; greets public and responds to basic inquiries regarding department operations; responds to Public Record Requests. Works with other departments to troubleshoot any deposit, receipt, or printed check issues.

Processes, sorts, and mails checks and other reports for payroll and specialty pay recipients; assist the Clerk's Office in the bi-weekly payroll review as necessary.

Oversees unclaimed fees notification process including review of the unclaimed fees system for large balances and the preparation of letters to send notifying individuals of those amount.; pays unclaimed fees and tax sale surplus.

Provides data entry support for journal entries and other clerical accounting needs of the office.

Acts as Purchasing Card Administrator by ordering cards, managing user accounts, adjusting limits, and troubleshooting conflicts.

Performs other duties as assigned.

**KNOWLEDGE AND SKILL:**

1. Skilled in the use of a personal computer and spreadsheet software
2. Ability to establish and maintain cooperative working relationships with other employees, elected officials, and vendors
3. Skilled in accurate recording of data in manual and computerized accounting systems

**PHYSICAL DEMANDS:**

The majority of work is performed in a professional office setting and is generally sedentary. Must possess vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone.

Position requires CONTINUOUS sitting, upward and downward flexion of neck; fine finger dexterity and light to moderate finger pressure to manipulate keyboard, equipment controls, and other office equipment; pinch grasp to manipulate writing utensils. FREQUENT side-to-side turning of neck, walking, standing, bending and stooping, pushing/pulling, twisting at waist, moderate wrist torque to twist equipment knobs and dials; lifting objects weighing up to 25 lbs. from below waist to above shoulders and transporting distances up to 50 yards. OCCASIONAL squatting, kneeling, reaching above and at shoulder height, moderate grasping to manipulate objects; lifting objects weighing 20-35 lbs. from below waist to above shoulders and transporting distances up to 50 feet.

**WORK ENVIRONMENT:**

This job operates in a professional office environment. Professional attire required. This position routinely uses office equipment such as computers, calculators, multi-line telephones, photocopiers, binding machines, hand-held recording devices, filing cabinets, and fax machines. This position is routinely in contact with the public, other Boone County employees, elected officials, and members of other entities.

**MINIMUM QUALIFICATIONS:**

High school diploma or GED and two years of accounting experience; experience with personal computer word processing and spreadsheet software.

*Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.*

**APPROVALS:**

Department Director: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

HR Director: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

448-2018

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the 9th day of October 20 18

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Missouri Department of Transportation cooperative contract 60519CO0275 to purchase Penetrating Concrete Sealer from Shield Products Inc. of St. Louis, Missouri.

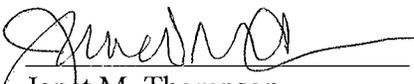
The terms of the cooperative contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 9th day of October, 2018.

ATTEST:  
  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

Absent  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Robert Wilson**  
Buyer



613 E. Ash Street, Room 113  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Robert Wilson  
DATE: October 2, 2018  
RE: MODOT Statewide Contract: 60519CO0275 – Penetrating Concrete  
Sealer – SEALE67040

Purchasing and Public Works request permission to utilize the Missouri Department of Transportation cooperative contract *60519CO0275* to purchase Penetrating Concrete Sealer from Shield Products Inc. of St. Louis, Missouri.

This is a term & supply contract. Invoices will be paid from department 2040 – PW Maintenance Operations, account 26300 – Material and Chemical Supplements.

cc: Greg Edington, Public Works  
Contract File

**PURCHASE AGREEMENT FOR  
PENETRATING CONCRETE SEALER – SEALE67040  
TERM & SUPPLY**

**THIS AGREEMENT** dated the 9<sup>th</sup> day of October 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Shield Products Inc.**, herein "Contractor."

**IN CONSIDERATION** of the parties performance of the respective obligations contained herein, the parties agree as follows:

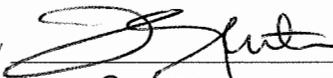
1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Penetrating Concrete Sealer** in compliance with all bid specifications and any addendum issued for the Missouri Department of Transportation Contract **60519CO0275** and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Missouri Department of Transportation Contract **60519CO0275** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **Penetrating Concrete Sealer** as identified and responded to in the Contractor's Bid Response. Product shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.  
  
**Penetrating Concrete Sealer:** \$20.33 / per gallon  
**Manufacturer:** Shield Products Inc.    **Brand:** Shield SIL-100
3. **Contract Duration** - This agreement shall commence on **July 1, 2018 and extend through June 30, 2019** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County **for three (3) additional one-year periods** subject to the pricing clauses in the Contractor's quote and thereafter on a month to month basis in the event the County is unable to award a new contract prior to the expiration date.
4. **Billing and Payment** - All billing shall be invoiced to the ordering department at Boone County and billing/invoices may only include the prices listed in the Contractor's bid response. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

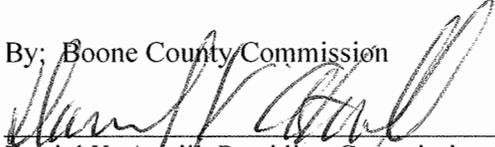
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**SHIELD PRODUCTS INC.**

By   
Title PRESIDENT

**BOONE COUNTY, MISSOURI**

By: Boone County Commission  
  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

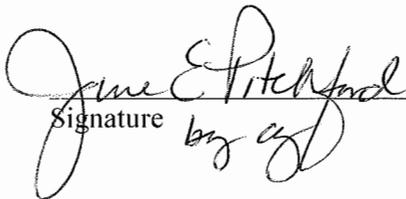
  
County Counselor

ATTEST:

  
County Clerk

**AUDITOR CERTIFICATION**

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create in a measurable county obligation at this time.)

  
Signature *by [initials]*

10/3/18  
Date

2040 / 26300 - Term and Supply -  
No Encumbrance Required  
Appropriation Account

## STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.

13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Item code	Item Name	Intentional No Bid	Product Number	Pricing Type	Bid/Unit	Awarded Quantity	Item Unit	Additional Comments
<b>Perk Products &amp; Chemical Co Inc</b>								
Total Bid Amount -20								
SEALE67040	1. Penetrating Concrete Sealant	N	CP-1531-1	\$ Amount	20.500000	1.000000	gallon	Product does not meet specifications detailed in solicitation.
<b>shield products inc</b>								
Total Bid Amount -20								
SEALE67040	1. Penetrating Concrete Sealant	N	ShieldSil100	\$ Amount	20.330000	1.000000	gallon	
<b>shield systems inc</b>								
Total Bid Amount -28								
SEALE67040	1. Penetrating Concrete Sealant	N	300S	\$ Amount	25.950000	1.000000	gallon	
<b>TK Products</b>								
Total Bid Amount -0								
SEALE67040	1. Penetrating Concrete Sealant	Y		\$ Amount	0.000000	1.000000	gallon	

Solicitation Number IFB605CO18002703

Solicitation Title

Invitation Type Public

Description

Start Date - Time 7/14/18 10:00 a

Open Date - Time 8/1/18 14:00 a

Payment Terms Net 30 Days

Delivery Terms Free On Board Destination

Vendor Name	Solicitation Contact Name	Solicitation Contact Email	Solicitation Contact Phone
shield products inc	Tom Suter	tomsuter@shieldsystems.com	314-865-5550
TK Products	Joseph Mills	jmills@sierrapaint.com	952-938-7223-355
shield systems inc	thomas e suter	tomsuter@shieldsystems.com	314-713-2271
Perk Products & Chemical Co Inc	Mark Clifford	mark@perk-products.com	864-918-1160

# Solicitation Summary Report

MoDOT - Dept of Transportation

Solicitation# IFB605CO18002703: Penetrating Concrete Sealer -  
SEALE67040

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## General Header Information

**No.** IFB605CO18002703  
**Title:** Penetrating Concrete Sealer - SEALE67040  
**Start Date:** July 14, 2018 at 10:00:00 AM CDT  
**End Date:** August 01, 2018 at 2:00:00 PM CDT  
**Estimated Total Value:**  
**Description:** This solicitation seeks vendors to provide Penetrating Concrete Sealer throughout the State of Missouri with an effective contract period from Notice to Proceed through June 30, 2019 with three (3) additional one-year renewal option periods.. ATTENTION VENDORS: You must be a registered MissouriBUYS vendor to review all terms and conditions of this solicitation. Visit <https://missouribuys.mo.gov/registration.html> to obtain full access.  
**Delivery Terms:** Free On Board Destination  
**Payment Terms:** Net 30 Days  
**Contact Information:** MoDOT - Dept of Transportation  
Stephanie Agee  
830 MoDOT Drive Jefferson City MO, 65101 United States  
Tel: 573-526-0760  
[stephanie.agee@modot.mo.gov](mailto:stephanie.agee@modot.mo.gov)  
**Contact Details:** If you have any questions, Please contact:  
Stephanie Agee  
830 MoDOT Drive Jefferson City MO, 65101 United States  
Tel: 573-526-0760  
[stephanie.agee@modot.mo.gov](mailto:stephanie.agee@modot.mo.gov)  
**Selected Categories:**

**Header Custom Fields:****NOTICE**

<b>Field Title</b>	<b>Field Description</b>
<b>Vendor Responsibility</b>	<p>The vendor is solely responsible for ensuring timely submission of their solicitation response, whether submitting an online response or a hard copy response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.</p> <p>The State of Missouri's Privacy Policy can be accessed here.</p>

**MODOT Section Numbering**

<b>Field Title</b>	<b>Field Description</b>
<b>Section Numbering</b>	<p>All section numbering contained in this solicitation is for the convenience of reference only and is not intended to define or limit the scope of any provision of this solicitation and may not be sequential.</p>

**Solicitation Requirements:**  
**MoDOT Instructions for Submitting a Response**

<b>Field Title</b>	<b>Field Description</b>
--------------------	--------------------------

**Instructions for Submitting a Response**

The Missouri Department of Transportation is now posting all of its bid solicitation documents on the new MissouriBUYS Bid Board (<https://www.missouribuys.mo.gov>). MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

For all bid solicitations, vendors now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at [https://missouribuys.mo.gov/sites/missouribuys/files/How\\_To\\_Respond\\_To\\_A\\_Solicitation.pdf](https://missouribuys.mo.gov/sites/missouribuys/files/How_To_Respond_To_A_Solicitation.pdf)

Notice: The vendor is solely responsible for ensuring timely submission of their solicitation response, whether submitting an online response or a hard copy response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.

- **ELECTRONIC RESPONSES:** To respond electronically to a solicitation, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (<https://missouribuys.mo.gov>), clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered the vendor should log back into MissouriBUYS and edit their profile by selecting the organizational contact(s) that should receive an automated confirmation of the vendor's electronic bid responses successfully submitted to the state.

To respond electronically to a solicitation, the vendor must login to MissouriBUYS, locate the desired solicitation on the Bid Board, and, at a minimum, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are available on the MissouriBUYS system at: [https://missouribuyss.mo.gov/sites/missouribuyss/files/How\\_To\\_Respond\\_To\\_A\\_Solicitation.pdf](https://missouribuyss.mo.gov/sites/missouribuyss/files/How_To_Respond_To_A_Solicitation.pdf)

Vendors are encouraged to submit their entire proposal electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a vendor may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received prior to the solicitation's specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.

In the event a registered vendor electronically submits a solicitation response and also mails hard copy documents that are not identical, the vendor should explain which response is valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.

**Addendum Document:** If an addendum document is subsequently issued, please follow these steps to accept the addendum document(s).

1. If you have not accepted the original solicitation document go to the Overview page, find the section titled, Original Solicitation Documents, review the solicitation document(s) then click on the box under Select, and then click on the Accept button.
2. To accept the addendum document, on the Overview page find the section titled Addendum Document, review the addendum document(s) then click on the box under Select, and then click on the Accept button.

	<p>Note: If you submitted an electronic response prior to the addendum date and time, you should review your solicitation response to ensure that it is still valid by taking into consideration the revisions addressed in the addendum document. If a revision is needed to your solicitation response and/or to indicate your acceptance of the addendum document, you will need to retract your response and re-submit your response by following these steps:</p> <ol style="list-style-type: none"> <li>1. Log into MissouriBUYS.</li> <li>2. Select the Solicitations tab.</li> <li>3. Select View Current Solicitations.</li> <li>4. Select My List.</li> <li>5. Select the correct Opportunity Number (Opportunity No); the Overview page will display.</li> <li>6. Click on Review Response from the navigation bar.</li> <li>7. Click on Retract if your response needs to be revised.</li> <li>8. A message will come up asking, "Are you sure you want to retract the Bid". Click on Continue to confirm.</li> <li>9. Click on Respond and revise as applicable.</li> <li>10. Click on Review Response from the navigation bar and then click on Submit to submit your response.</li> </ol> <ul style="list-style-type: none"> <li>• <b>HARD COPY RESPONSES:</b> Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.</li> </ul>
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## MoDOT STANDARD SOLICITATION PROVISIONS

<b>Field Title</b>	<b>Field Description</b>
<b>1.1. Standard Provisions</b>	The solicitation for the procurement of the supplies referenced therein, to which these Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions, is being issued under, and governed by, the provisions of Title 7 - Missouri Department of Transportation, Division 10, Missouri Highways and Transportation Commission, Chapter 11- Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Bidders attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
<b>1.2 Standard Provisions</b>	All bids/quotes must be submitted by a responsible officer or employee of the firm. Obligations assumed by such submission must be fulfilled.

<b>1.3 Standard Provisions</b>	Work is to be performed under the general supervision and direction of MoDOT and, if awarded any portion of the work, the Contractor agrees to furnish at his/her own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified according to the requirements and specifications detailed within the solicitation documents.
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**MoDOT IFB GENERAL TERMS AND CONDITIONS**

<b>Field Title</b>	<b>Field Description</b>
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**2.1 Definitions**

**Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms. Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any addendum thereto, the definition or meaning described below shall apply.**

2.1.1. **Addendum** means a written official modification to an IFB.

2.1.2. **Amendment** means a written official modification to a contract.

2.1.3. **Attachment** applies to all forms or documents which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.

2.1.4. **Bid end date and time** and similar expressions mean the exact deadline required by the IFB for the receipt of bids.

2.1.5. **Exhibit** applies to forms which are included with an IFB for the vendor to complete and submit with the bid prior to the specified end date and time.

2.1.6. **Invitation for Bid (IFB)** means the solicitation document issued to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.

2.1.7. **May** means a certain feature, component, or action is permissible, but not required.

2.1.8. **Must** means a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.

2.1.9. **Pricing page(s)** applies to the form(s) which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. Pricing page(s) must be completed and submitted by the vendor with the bid response prior to the specified bid end date and time.

2.1.10. **Revised Statutes of Missouri (RSMo)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri.

2.1.11. **Shall** has the same meaning as the word must.

2.1.12. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

<p><b>2.2 Nondiscrimination</b></p>	<p><b>The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, et seq.); and with any provision of the Americans with Disabilities Act (42 U.S.C. Section 12101, et seq)..</b></p> <p>2.2.1 Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:</p> <p>2.2.1.1 withholding of payments to the Contractor under the contract until the Contractor complies, and/or,</p> <p>2.2.1.2 cancellation, termination or suspension of the contract, in whole or in part.</p>
<p><b>2.3 Contract/Purchase Order</b></p>	<p><b>By submitting a response, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.</b></p> <p>2.3.1. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTCs acceptance of the bid by post-award contract or purchase order.</p> <p>2.3.2. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order</p>

**2.4 Applicable Laws and Regulations**

**The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all applicable local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.**

2.4.1. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.

2.4.2. Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services in the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, and a current Certificate of Registration from the Secretary of State of the state of Missouri.

**2.5 Open Competition and IFB Document**

**It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from vendors regarding specifications, requirements, competitive bid process, etc., must be directed to the IFB Contact, unless the IFB specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official bid end date.**

2.5.1. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all vendors will be advised, via the issuance of an addendum to the IFB, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB end date may not be answered.

2.5.2. Vendors are cautioned that the only official position of the MHTC is that which is issued in the IFB or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

2.5.3. The IFB is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those bid opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendors e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/>.

2.5.4. MoDOT reserves the right to officially amend or cancel an IFB after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to the IFB on-line prior to an addendum being issued, should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to the bid on-line prior to a cancellation being issued, should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the IFB.

**2.6 Preparation of Bids**

Vendors must examine the entire IFB carefully. Failure to do so shall be at the vendor's risk.

2.6.1. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.

2.6.2. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.

2.6.3. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.

2.6.4. In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such vendor may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the IFB, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable. If MHTC determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.

2.6.5. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

2.6.6. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.

2.6.7. Bids, including all pricing therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.

2.6.8. Any foreign vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

**2.7 Submission of Bids**

**Registered vendors may submit bids electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/> or by delivery of a hard copy to the Contact address shown on the Solicitation General Header Information. Vendors that have not registered on the MissouriBUYS Statewide eProcurement System may submit bids hard copy to the Contact address shown on the Solicitation General Header Information. Delivered bids must be sealed in an envelope or container, and received in the required location no later than the exact end date and time specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the vendors organization, (2) contain all information required by the IFB, and (3) be priced as required. It shall be the responsibility of the vendor to ensure their bid is in the required location no later than the exact end date and time specified in the IFB.**

2.7.1. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official end date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.

2.7.2. A bid submitted electronically by a registered vendor may be modified on-line prior to the official end date and time. A bid which has been delivered to the Purchasing office may be modified by signed, written notice which has been received in the required location prior to the official end date and time specified. A bid may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a bid shall not be honored.

2.7.3. A bid submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. A bid which has been delivered to the required location may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received at the required location prior to the official end date and time specified. A bid may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.

2.7.4. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the vendor.

	<p>2.7.5. When submitting a bid electronically, the registered vendor indicates acceptance of all IFB requirements, terms and conditions by clicking on the Review and Submit button on the Response Review tab.</p> <p>2.7.6. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.</p>
<b>2.8 Bid Opening</b>	<p><b>Bid openings are public on the end date and at the opening time specified on the IFB document. Names and prices of the respondents shall be read at the bid opening. All vendors may view the same bid response information on the MissouriBUYS Statewide eProcurement System. Purchasing will not provide prices or other bid information via the telephone.</b></p> <p>2.8.1. Bids which are not received in the Purchasing office prior to the official end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened.</p>

**2.9 Evaluation and Award**

**Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.**

2.9.1. Any pricing information submitted shall be subject to evaluation if deemed to be in the best interest of the MHTC.

2.9.2. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the MHTC. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the MHTC.

2.9.3. Awards shall be made to the vendor whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the vendor, and all other evaluation criteria specified in the IFB and (3) complies with all applicable Missouri statutes and Executive Orders.

2.9.4. In the event all vendors fail to meet the same mandatory requirement in an IFB, MHTC reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, MHTC reserves the right to waive any minor irregularity or technicality found in any individual bid.

2.9.5. MHTC reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, MHTC may negotiate for the required supplies.

2.9.6. When evaluating a bid, the MHTC reserves the right to consider relevant information and fact, whether gained from a bid, from a vendor, from vendor references, or from any other source.

2.9.7. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.

2.9.8. Any award of a contract shall be made by notification to the successful vendor. MHTC reserves the right to make awards by item, group of items, or an all or none basis unless otherwise identified in the solicitation. The grouping of items awarded shall be determined based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the MHTC.

	<p>2.9.9. All bids and associated documentation which were submitted on or before the official end date and time will be considered open records pursuant to section 610.021, RSMo, following the official opening of bids.</p> <p>2.9.10. The MHTC posts all bid results on the MissouriBUYS Statewide eProcurement System website for all vendors to view for a reasonable period of time after bid award.</p> <p>2.9.11. The MHTC reserves the right to request clarification of any portion of the vendor response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.</p> <p>2.9.12. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 7 CSR 10-11.020 (9).</p> <p>2.9.13. The final determination of contract award(s) shall be made by the MHTC.</p>
<p><b>2.10 Executive Order</b></p>	<p><b>The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.</b></p> <p>2.10.1. The Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.</p> <p>2.10.2. In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.</p> <p>2.10.3. The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.</p>

<b>2.11 Preferences</b>	<p><b>In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors.</b></p> <p>2.11.1. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.</p>
<b>2.12 Cancellation of Contract</b>	<p>The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.</p>
<b>2.13 Bankruptcy or Insolvency</b>	<p>Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.</p>
<b>2.14 Warranty</b>	<p>The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.</p>
<b>2.15 Status of Independent Contractor</b>	<p>The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.</p>
<b>2.16 Non-Waiver</b>	<p>If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.</p>

<b>2.17 Indemnification</b>	The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department 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 Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.
<b>2.18 Right of Acceptance and/or Rejection</b>	MoDOT reserves the right to reject any responses, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the response, unit prices will govern.
<b>2.19 Inspection and Acceptance</b>	<p><b>No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.</b></p> <p>2.19.1. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.</p> <p>2.19.2. The MHTC reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.</p> <p>2.19.3. The MHTCs right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.</p>

<p><b>2.20 Invoicing and Payment</b></p>	<p>The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.</p> <p>2.20.1. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the MHTC.</p> <p>2.20.2. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.</p> <p>2.20.3 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.</p> <p>2.20.4. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.</p>
<p><b>2.21 Conflict of Interest</b></p>	<p><b>Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.</b></p> <p>2.21.1. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.</p>
<p><b>2.22 Tax Exempt Status</b></p>	<p>MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract.</p>

**MoDOT IFB SPECIAL TERMS AND CONDITIONS**

Field Title	Field Description
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<p><b>3.8 Delivery-Additional Requirements</b></p>	<p>The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 2 Business Days before starting delivery.</p> <p>3.8.1. Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.</p> <p>3.8.2. A representative of the Missouri Department of Transportation must be present when items are delivered.</p> <p>3.8.3. The following days shall be construed as <b>official holidays</b> under the terms of the contract:</p> <p>3.8.3.1. January 1 - <b>New Year's Day</b></p> <p>3.8.3.2. Third Monday in January - <b>Martin Luther King, Jr.s Birthday</b></p> <p>3.8.3.3. February 12-<b>Lincoln's Birthday</b></p> <p>3.8.3.4. Third Monday in February - <b>Washington's Birthday</b></p> <p>3.8.3.5. May 8 - <b>Truman's Birthday</b></p> <p>3.8.3.6. Last Monday in May-<b>Memorial Day</b></p> <p>3.8.3.7. July 4 - <b>Independence Day</b></p> <p>3.8.3.8. First Monday in September - <b>Labor Day</b></p> <p>3.8.3.9. Second Monday in October-<b>Columbus Day</b></p> <p>3.8.3.10. November 11 - <b>Veteran's Day</b></p> <p>3.8.3.11. Fourth Thursday in November - <b>Thanksgiving Day</b></p> <p>3.8.3.12. December 25 - <b>Christmas Day</b></p> <p>3.8.4. When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.</p> <p>3.8.5. During construction/maintenance seasons, many maintenance buildings work four day, ten hour shifts and deliveries may not be made on the off days for those buildings.</p>
<p><b>3.12 General Services Specifications (MGS)</b></p>	<p>All materials, equipment, and/or services bid must comply with the attached General Services Specification <b>703-BSP-05 Penetrating Concrete Sealer Specs</b> and any other provisions outlined in the solicitation documents. The material to be supplied shall comply with the quality requirements of the current edition of the Missouri Standard Specifications for Highway Construction and any revisions thereto, unless modified by these specifications.</p>

## Quantity and Award

Field Title	Field Description
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<b>4.1 Quantity</b>	4.1.1 There are no estimated quantities for this bid. Sealer will be purchased on an as needed basis throughout the contract period.
<b>4.2 Award</b>	4.2.1 Bid will be awarded all or none to lowest responsive bidder. 4.2.2 Certification documentation will be requested prior to finalizing award, if not in bid response. Documentation includes product technical data sheet, product material safety data sheet, certification of meeting MoDOT specifications and product must be on the MoDOT "PAL" listing and preapproved by MoDOT.

## Addendums

<b>Field Title</b>	<b>Field Description</b>
<b>5.1 Addendum 1</b>	5.1.1 Addendum 1 included adding a Quantity and Award section to the Terms and Conditions of this solicitation.
<b>5.2 Addendum 2</b>	5.2.1 Bid opening has been changed to July 30, 2018 at 10:00 a.m. This will take place at 830 MoDOT Drive in Jefferson City. Please check in at the front desk.

## Questionnaire:

### Cooperative Procurement

**Description:** The Missouri Department of Transportation (MoDOT) is interested in assisting Missouri counties, cities, special road districts, etc. in purchasing equipment, various materials and supplies that meet the MoDOT specifications. It is understood MoDOT will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on meeting the MoDOT specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor. If the response is "No" to the first question, simply respond "N/A" in any additional required response fields below.

Question	Type	Is Required
Is your firm willing to offer such cooperative purchasing for Missouri counties, cities or other political entities?	TEXT	Y
If the price varies throughout the state because of different delivery destinations, please indicate the price FOB Shipping Point.	TEXT	Y
Indicate the deadline date orders will be accepted.	TEXT	Y

**M/WBE Participation**

**Description:** Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE.

Question	Type	Is Required
List all certified M/WBE vendors utilized in the fulfillment of this bid. Include percentage of participation for subcontractors and identify the M/WBE certifying agency. If not applicable, enter N/A in the required field.	TEXT	Y

**SDV/E Preference**

**Description:** Service-Disabled Veteran (SDV) is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. A Service-Disabled Veteran Business (SDVE) is defined as a business whereby not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and the management and daily business operations of which are controlled by one or more service-disabled veterans.

Question	Type	Is Required
List the names and addresses of an SDV or SDVE providing products or services in relation to this bid. If not applicable, enter N/A in the required field.	TEXT	Y

**Domestic Products**

**Description:** If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are not manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Question	Type	Is Required
For all items offered which are not manufactured or produced in the USA, list the item number and location of where the item is manufactured or produced. If not applicable, enter N/A in the required field.	TEXT	Y

**Credit Card Payment**

**Description:** The MHTC reserves the right to purchase goods or services using the state-purchasing card (VISA).

Question	Type	Is Required
Identify any additional fees when payment is issued using the state-purchasing card. If there are no fees, enter \$0.00 in the required response field.	TEXT	Y

**Renewal Options**

**Description:** If the option for renewal is exercised by MoDOT, the Bidder shall agree that the prices for the renewal period shall not exceed the maximum percentage price for the applicable renewal period stated herein. MoDOT does not automatically exercise its option for renewal based upon the maximum percentage of increase. If an increase is requested, the Bidder must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the written request and documentation, and decide if a price increase is to be granted at that particular time. The Bidder shall understand and agree that MoDOT's decision shall be final and without recourse. Renewal percentages will not be considered in determination of bid award. For no annual percentage increases, enter a "0" in the response fields below.

Question	Type	Is Required
What is the 1st Renewal Period Maximum Percentage Increase?	TEXT	Y
What is the 2nd Renewal Period Maximum Percentage Increase?	TEXT	Y
What is the 3rd Renewal Period Maximum Percentage Increase?	TEXT	Y

**Documents:**

703-BSP-05 Penetrating Concrete Sealer Specs.docx

MoDOT District Map.pdf

## Item Specifications

No.	Item	Contract#	Quantity	Unit Size
1*	Penetrating Concrete Sealant		1.00	gallon
<i>Item Specification for Penetrating Concrete Sealant</i> <i>Description: Container sizes should be available in 5 gallon pails, 55 gallon drums and/or 250 gallon totes.</i> <i>Specification Number: SEALE67040</i>				

# **Bid History Report**

## **Bid IFB605CO18002703**

### **Contact Information**

MoDOT - Dept of Transportation

Stephanie Agee

830 MoDOT Drive Jefferson City MO, 65101 United States

Tel: 573-526-0760

stephanie.agee@modot.mo.gov

**Bid started: Jul 14, 2018 10:00 AM CDT**

**Bid opened: Aug 01, 2018 2:00 PM CDT**

**Bid finalized: Aug 07, 2018 2:59 PM CDT**

**This report was created on Sep 20, 2018 1:23:35 PM**

Report created by the WebProcure Bidding System

### **Award Details:**

The Penetrating Concrete Sealer bid has been awarded by all or nothing to Sheild Products Inc. Please refer to the bottom of the page to view the bid tabulation.

# Missouri Department of Transportation District Map



- ★ Central Office
- ⊙ District Office
- Regional Office

County	No.	Dist.	County	No.	Dist.	County	No.	Dist.	County	No.	Dist.	County	No.	Dist.			
Adair	1	NE	Chariton	21	NW	Harrison	41	NW	Macon	61	NE	Phelps	81	C	Shannon	101	SE
Andrew	2	NW	Christian	22	SW	Henry	42	SW	Madison	62	SE	Pike	82	NE	Shelby	102	NE
Atchison	3	NW	Clark	23	NE	Hickory	43	SW	Maries	63	C	Platte	83	KC	Stoddard	103	SE
Audrian	4	NE	Clay	24	KC	Holt	44	NW	Marion	64	NE	Polk	84	SW	Stone	104	SW
Barry	5	SW	Clinton	25	NW	Howard	45	C	Mercer	65	NW	Pulaski	85	C	Sullivan	105	NW
Barton	6	SW	Cole	26	C	Howell	46	SE	Miller	66	C	Putnam	86	NW	Taney	106	SW
Bates	7	SW	Cooper	27	C	Iron	47	SE	Mississippi	67	SE	Ralls	87	NE	Texas	107	SE
Benton	8	SW	Crawford	28	C	Jackson	48	KC	Moniteau	68	C	Randolph	88	NE	Vernon	108	SW
Bollinger	9	SE	Dade	29	SW	Jasper	49	SW	Monroe	69	NE	Ray	89	KC	Warren	109	NE
Boone	10	C	Dallas	30	SW	Jefferson	50	SL	Montgomery	70	NE	Reynolds	90	SE	Washington	110	C
Buchanan	11	NW	Daviess	31	NW	Johnson	51	KC	Morgan	71	C	Ripley	91	SE	Wayne	111	SE
Butler	12	SE	Dekalb	32	NW	Knox	52	NE	New Madrid	72	SE	St. Charles	92	SL	Webster	112	SW
Caldwell	13	NW	Dent	33	C	Laclede	53	C	Newton	73	SW	St. Clair	93	SW	Worth	113	NW
Callaway	14	C	Douglas	34	SE	Lafayette	54	KC	Nodaway	74	NW	St. Francois	94	SE	Wright	114	SE
Camden	15	C	Dunklin	35	SE	Lawrence	55	SW	Oregon	75	SE	St. Genevieve	95	SE	St. Louis City	115	SL
Cape Girardeau	16	SE	Franklin	36	SL	Lewis	56	NE	Osage	76	C	St. Louis	96	SL			
Carroll	17	NW	Gasconade	37	C	Lincoln	57	NE	Ozark	77	SE	Saline	97	KC			
Carter	18	SE	Gentry	38	NW	Linn	58	NW	Pemiscot	78	SE	Schuyler	98	NE			
Cass	19	KC	Greene	39	SW	Livingston	59	NW	Perry	79	SE	Scotland	99	NE			
Cedar	20	SW	Grundy	40	NW	McDonald	60	SW	Pettis	80	KC	Scott	100	SE			



**PENETRATING CONCRETE SEALER**

**1.0 Materials.** The sealer shall meet the requirements of this specification. Submittals shall include certified test data from an independent test laboratory and the concrete mix design and curing procedure on the test specimens in which sealer was tested.

**1.1** The sealer shall be a rapid-drying, isobutyl form of silane (alkyltrialkoxysilane), with low oligomer and polymer compound content (CAS Number 17980-47-1). The chemical composition shall meet the following requirements:

Property	Specification
Purity	95% minimum monomer by weight
Solvent	Less than 5% by weight
Residue	Less than 2% by weight
Density	Per the manufacturer's recommendation
Flash Point	ASTM D93: greater than 145 degrees F
Dry Time	ASTM D1640 Sec 7.5.1: 15 minutes or less

**1.1.1.** The ASTM D1640 test shall be performed on a concrete surface. This concrete shall be a mix design called for in section 1.2 of this specification. The application rate shall be the same rate called for in 1.2 of this specification.

**1.2** The sealer shall meet the following performance criteria based on a single application at the application rate of 200 square feet per gallon. MoDOT reserves the right to verify any qualification tests at their expense on any field application. Test specimens shall be produced using either the MoDOT Class B-2 concrete in accordance with Section 501 or the concrete mix specified by the test being performed.

Test	Test Method	Duration	Max Absorption / Cl <sup>-</sup>
Water Immersion	ASTM C642	48 hours	0.5 percent by weight (mass)
Water Immersion	ASTM C642	50 days	1.5 percent by weight (mass)
Salt Water Ponding (based on non-abraded specimen)	AASHTO T 259	90 days	80% min reduction in Cl <sup>-</sup> absorption & 0.50 lbs/cu yd Cl <sup>-</sup> at a depth of 1/2" - 1" max

**1.3** The sealer shall not permanently stain, discolor or darken the concrete. Application of the sealer shall not alter the surface texture or form a coating on the concrete surfaces.

**1.4** The sealer shall not leave residue on glass, painted metal or automobiles.

**1.5** The sealer shall not reduce the bond of pavement markings or reduce the skid resistance of the surface being sealed. Any sealer determined to have these adverse effects will be removed from the pre-qualified list.

**1.6** The sealer shall be delivered to MoDOT in unopened containers with the manufacturer's label identifying the product and with the seal(s) intact. Each container shall be clearly marked by the manufacturer with the following information:

- Manufacturer's name and address;
- Product name;
- Date of manufacture and expiration date;
- Lot identification; and

- Storage requirements.

**1.7 DISQUALIFICATION.** If, through the course of field use, it is determined that the product does not perform satisfactorily or does not comply with any part of this specification, the material may be subject to removal from the qualified list and no subsequent purchase will be allowed.



July 26, 2018

**Evonik Corporation**  
2 Turner Place  
Piscataway, NJ 08854  
**Peter DeNicola**  
Building Protection  
<http://protectosil.com>  
Phone +1 732-981-5462  
Fax +1 732-981-5275  
Cell +1 732-887-9975  
[Peter.DeNicola@evonik.com](mailto:Peter.DeNicola@evonik.com)

**RE: Certificate of Manufacture–Shield–Sil 100**

To Whom it May Concern:

This letter certifies that Shield–Sil 100 is manufactured by Evonik and private labeled to Shield Products. Shield–Sil 100 meets the specifications of the published technical data for MoDOT opportunity IFB605CO18002703– Penetrating Concrete Sealer–SEALE67040, as well as meets or exceeds the Missouri Department of Transportation’s specifications for Class 2 Penetrating Sealer for MoDOT maintenance work.

Shield–Sil 100 is manufactured at Evonik’s Theodore, Alabama plant under ISO 9002 quality standards and ISO 14000 environmental standards. If there are any questions, please do not hesitate to contact me. Thank you for choosing Evonik.

Sincerely,

Peter DeNicola  
Marketing Manager–Americas Region  
Building Protection

# MATERIAL SAFETY DATA SHEET

## Shield Sil 100



Material no.		Version	1.0 / US
Specification	182090	Revision date	07/01/2014
Order Number		Print Date	07/01/2014
		Page	1 / 11

## 1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND OF THE COMPANY/UNDERTAKING

### Product information

Trade name : Shield Sil 100  
Use of the Substance / Preparation : For industrial use  
Function : Surface modifier  
Raw material

Company : Evonik Corporation USA  
299 Jefferson Road  
Parsippany, NJ 07054-0677  
USA

Telephone : 973-929-8000  
Telefax : 973-929-8040

US: CHEMTREC EMERGENCY NUMBER : 800-424-9300

CANADA: CANUTEC EMERGENCY NUMBER : 613-996-6666

Product Regulatory Services : 973-929-8060

## 2. HAZARDS IDENTIFICATION

### \*\*\* EMERGENCY OVERVIEW \*\*\*

*Form-liquid Color-colorless Odor-characteristic*

Combustible liquid and vapor.  
Causes skin irritation.  
May cause respiratory tract irritation.

### POTENTIAL HEALTH EFFECTS

#### Eye contact

Non-irritating.

#### Skin Contact

Irritating.

#### Inhalation

May cause irritations of the respiratory tract.

#### Ingestion

## MATERIAL SAFETY DATA SHEET

### Shield Sil 100



Material no.		Version	1.0 / US
Specification	182090	Revision date	07/01/2014
Order Number		Print Date	07/01/2014
		Page	2 / 11

No hazard expected in normal use.

#### Chronic Health Hazard

This product can hydrolyze to form a material posing additional health effects:  
Ethanol: ACGIH TLV: TWA 1000 ppm; OSHA PEL: TWA 1000 ppm. Liquid and high vapor concentrations cause eye irritation. Contact of liquid with skin causes drying, cracking, and irritation. Inhalation causes irritation of the respiratory tract. Repeated or prolonged exposure to high vapor concentrations may cause drowsiness. Excessive or repeated ingestion may cause central nervous system effects, liver effects and reproductive effects. However, ingestion is not an expected route of exposure. Ethanol has a low potential to cause allergic skin reactions; however, undocumented cases of human skin sensitization have been reported.

### 3. COMPOSITION/INFORMATION ON INGREDIENTS

#### Information on ingredients / Hazardous components

NJTSR No.56705700001-5318P

CAS-No.	Trade Secret	Percent (Wt./ Wt.)	90 - 100 %
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#### Other information

This material is classified as hazardous under OSHA regulations.

### 4. FIRST AID MEASURES

#### General advice

Remove contaminated or saturated clothing immediately and dispose of safely.

#### Inhalation

If aerosol or mists are inhaled, take affected persons out into the fresh air. Possible discomforts include severe irritation of mucus lining (nose, throat, eyes), cough, sneezing and flow of tears. In case of persistent discomfort, obtain medical attention immediately.

#### Skin contact

Immediately wash skin with soap and plenty of water. Remove contaminated clothing. Obtain medical attention immediately if symptoms occur. Wash clothing before reuse.

#### Eye contact

In case of contact, immediately flush eyes with plenty of water, or if necessary, with eye rinsing solution. In case of persistent discomfort, consult an ophthalmologist.

#### Ingestion

If accidentally swallowed, rinse mouth thoroughly with water and afterwards, drink plenty of water. In case of discomfort, obtain medical attention.

#### Notes to physician

After absorbing large amount of substance, apply therapy for irritative effects. If substance has been swallowed, early endoscopy is recommended in order to assess mucosa lesions in the esophagus and stomach which may appear. If necessary, suck away leftover substance. Allergic reactions cannot be excluded. Apply treatment of allergic reaction if necessary.

# MATERIAL SAFETY DATA SHEET

## Shield Sil 100



Material no.		Version	1.0 / US
Specification	182090	Revision date	07/01/2014
Order Number		Print Date	07/01/2014
		Page	3 / 11

### 5. FIRE-FIGHTING MEASURES

Flash point	63 °C , 145 °F Method: DIN EN ISO 2719 (Pensky-Martens, Closed Cup)
Lower explosion limit	0.39 %(V) (98 °C) Method: DIN 51649
Upper explosion limit	8.47 %(V) (150 °C) Method: DIN 51649
Autoignition temperature	Not determined.
OSHA Flammability Classification	Combustible liquid

#### Suitable extinguishing media

Use water spray, alcohol-resistant foam, dry chemical or carbon dioxide.

#### Specific hazards during fire fighting

Combustible liquid. Vapors can travel to a source of ignition and flash back. Explosive mixtures may occur at temperatures at or above the flashpoint.

#### Special protective equipment for fire-fighters

As in any fire, wear self-contained positive-pressure breathing apparatus, (MSHA/NIOSH approved or equivalent) and full protective gear.

#### Further information

Water used to extinguish fire should not enter drainage systems, soil or stretches of water. Ensure there are sufficient retaining facilities for water used to extinguish fire. Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.

### 6. ACCIDENTAL RELEASE MEASURES

#### Personal precautions

Ensure adequate ventilation. Use personal protective equipment.

#### Environmental precautions

Obey relevant local, state, provincial and federal laws and regulations. Do not contaminate any lakes, streams, ponds, groundwater or soil.

#### Methods for cleaning up

Contain and collect spillage with non-combustible absorbent material, (e.g. sand, earth, diatomaceous earth, vermiculite) and place in container for disposal according to local / national regulations (see section 13).

## MATERIAL SAFETY DATA SHEET

### Shield Sil 100



Material no.		Version	1.0 / US
Specification	182090	Revision date	07/01/2014
Order Number		Print Date	07/01/2014
		Page	4 / 11

#### Additional advice

Remove sources of ignition and ventilate area.  
Run off may create fire or explosion hazard in sewer.  
Assure sufficient ventilation.

## 7. HANDLING AND STORAGE

### Handling

#### Safe handling advice

Use in the open air or with adequate ventilation.

Wear personal protective equipment; see section 8.

Keep away from heat, sparks, flames and other sources of ignition. Keep container tightly closed. Use only with adequate ventilation.

Vapors may spread long distances and travel to areas away from the work site before igniting or flashing back to the vapor source.

#### Advice on protection against fire and explosion

Take precautionary measures against static charges, keep away from sources of ignition.

This material may have a low electrical conductivity and therefore may accumulate dangerous levels of static electricity. An ignitable vapor-air mixture can form inside storage tanks.

The user must be sure to dissipate static charge by careful bonding and grounding of all equipment and personnel involved in fluid transfer with continuity checks to prove effectiveness. Additional precautions against fire and explosion are the use of inert gas to purge vapor space; dip-pipes while filling vessels, especially lined vessels; grounded tank level floats; reduced flow velocity; self-closing valves on transfer lines and flame arrestors in vent lines.

Additional guidance on fire and explosion protection may be found in various consensus standards, including NFPA 30, 69 and 77 and API 2003 as well as OSHA regulation 29CFR1910.106.

Follow all MSDS/label precautions even after container is emptied because it may retain product residues.

### Storage

#### Requirements for storage areas and containers

Keep containers tightly closed in a cool, well-ventilated place. Protect from moisture.

Residual vapors might explode on ignition; do not apply heat, cut, drill, grind or weld on or near this container.

## 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

### Engineering measures

Provide adequate ventilation.

# MATERIAL SAFETY DATA SHEET

## Shield Sil 100



Material no.		Version	1.0 / US
Specification	182090	Revision date	07/01/2014
Order Number		Print Date	07/01/2014
		Page	5 / 11

### Personal protective equipment

#### Respiratory protection

A respiratory protection program that meets OSHA 1910.134 and ANSI Z88.2 or applicable federal/provincial requirements must be followed whenever workplace conditions warrant respirator use. NIOSH's "Respirator Decision Logic" may be useful in determining the suitability of various types of respirators.

#### Hand protection

Glove material	for example, Polychloroprene (PCP)
Material thickness	0.5 mm
Break through time	>= 480 min
Glove material	for example, Fluorinated rubber (FKM)
Material thickness	0.4 mm
Break through time	>= 480 min
Method	Source: GESTIS substance database (hazardous substance information system of commercial professional associations)

Use impermeable gloves.

The above mentioned hand protection is based on knowledge of the chemistry and anticipated uses of this product but it may not be appropriate for all workplaces. A hazard assessment should be conducted prior to use to ensure suitability of gloves for specific work environments and processes prior to use. Selection of protective gloves to meet the requirements of specific workplaces. Suitability for specific workplaces should be clarified with protective glove manufacturers.

#### Eye protection

Use chemical splash goggles or face shield.

#### Skin and body protection

A safety shower and eye wash fountain should be readily available.

To identify additional Personal Protective Equipment (PPE) requirements, it is recommended that a hazard assessment in accordance with the OSHA PPE Standard (29CFR1910.132) be conducted before using this product.

#### Hygiene measures

Avoid contact with skin, eyes and clothing. Do not inhale vapors or aerosols. Do not eat, drink, or smoke when using the product. Remove contaminated or saturated clothing.

## 9. PHYSICAL AND CHEMICAL PROPERTIES

### Appearance

Form	liquid
Color	colorless
Odor	characteristic
physical state	liquid (20 °C) (1013 hPa)

### Safety data

Melting point/range	< -65.0 °C (1013 hPa) Method: OECD TG 102
Boiling point/range	ca. 186 °C (1013 hPa) Method: DIN 51 751

**MATERIAL SAFETY DATA SHEET****Shield Sil 100**

Material no.		Version	1.0 / US
Specification	182090	Revision date	07/01/2014
Order Number		Print Date	07/01/2014
		Page	6 / 11

Flash point	63 °C Method: DIN EN ISO 2719 (Pensky-Martens, Closed Cup)
Flammability	not flammable Method: EEC method 92/69/EEC, A 12
Autoignition temperature:	Not determined.
Autoinflammability	240 °C (1013 hPa) Method: DIN 51 794
Explosiveness	Vapors can form explosive mixtures with air.
Lower explosion limit	0.39 %(V) (98 °C) Method: DIN 51649
Upper explosion limit	8.47 %(V) (150 °C) Method: DIN 51649
Vapor pressure	33 Pa (20 °C) 49 Pa (25 °C)
Density	ca. 0.88 g/cm <sup>3</sup> (20 °C) Method: DIN 51757
Relative density	0.88 (20 °C) Method: OECD Test Guideline 109
Metal corrosion	Not to be expected in view of the structure
Water solubility	Not miscible. Decomposition by hydrolysis.
Partition coefficient (n-octanol/water)	log Pow: 2.033 (measured) Related to substance: Isobutyltrialkoxysilane
Viscosity, dynamic	not determined
Viscosity, kinematic	1.4 mm <sup>2</sup> /s (20 °C) Method: QSAR-Method
Vapour density	not determined

**10. STABILITY AND REACTIVITY**

Conditions to avoid	Avoid high temperatures and sources of ignition.
Materials to avoid	Water
Hazardous decomposition products	Ethanol in case of hydrolysis

**MATERIAL SAFETY DATA SHEET****Shield Sil 100**

Material no.		Version	1.0 / US
Specification	182090	Revision date	07/01/2014
Order Number		Print Date	07/01/2014
		Page	7 / 11

Thermal decomposition not determined

**11. TOXICOLOGICAL INFORMATION**

Product Acute oral toxicity LD50 rat: > 5000 mg/kg  
Method: OECD Test Guideline 401

Product Acute inhalation toxicity LC50 Rat: 5.88 mg/l / 4 h / Aerosol Method: OECD Test Guideline 403

Product Acute dermal toxicity LD50 rat: > 2000 mg/kg  
Method: OECD Test Guideline 402

Product Skin irritation Rabbit  
irritating  
Method: OECD Test Guideline 404

Product Eye irritation Rabbit  
not irritating  
Method: OECD Test Guideline 405

Product Sensitization maximization test guinea pig: No sensitizing effects.  
Method: OECD Test Guideline 406

Product Repeated dose toxicity Oral Rat / 28-day  
NOAEL: > 1000 mg/kg  
Method: OECD Test Guideline 407

Product Genotoxicity in vitro Ames test Salmonella typhimurium  
negative  
Method: OECD TG 471

chromosomal aberration Chinese hamster (V 79 -cells)  
negative  
Method: OECD TG 473

chromosomal aberration Chinese hamster (CHO K1 -cells)  
negative  
Method: OECD TG 476

Product Genotoxicity in vivo chromosomal aberration mouse Oral  
negative  
Method: OECD TG 474

Product Carcinogenicity No evidence that cancer may be caused.

Product Toxicity to reproduction Animal model trials have produced no evidence of fertility damage.

# MATERIAL SAFETY DATA SHEET

## Shield Sil 100



Material no.		Version	1.0 / US
Specification	182090	Revision date	07/01/2014
Order Number		Print Date	07/01/2014
		Page	8 / 11

## 12. ECOLOGICAL INFORMATION

### Elimination information (persistence and degradability)

Biodegradability	Readily biodegradable. 75 % Exposure time: 28 d Method: OECD 301 D
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### Behaviour in environmental compartments

Bioaccumulation	not bioaccumulative
Mobility	Adsorption on the floor: low.

### Ecotoxicity effects

Toxicity to fish	LC50 Oncorhynchus mykiss: 85 mg/l / 96 h Method: OECD 203 (literature value)
Toxicity to daphnia	EC50 Daphnia magna: > 49.1 mg/l / 48 h Method: OECD 202
Toxicity to algae	NOEC scenedesmus subspicatus: >= 36 mg/l / 72 h Method: OECD 201
Toxicity in terrestrial plants	EC50 Trifolium ornithopadioides: > 100 mg/kg / 17 d Method: OECD 208  EC50 Lepidium sativum: > 100 mg/kg / 17 d Method: OECD 208  EC50 Triticum aestivum: > 100 mg/kg / 17 d Method: OECD 208
Toxicity in other terrestrial non-mammals	LC50 Eisenia foetida foetida: > 1000 mg/kg / 14 d Method: OECD 207
General Ecological Information	The data we have at our disposal do not necessitate identification concerning environmental hazard. Introduction into soil, natural water bodies or sewerage must be prevented.

## 13. DISPOSAL CONSIDERATIONS

### WASTE DISPOSAL

Advice on disposal	Waste must be disposed of in accordance with federal, provincial, state and local regulations. Empty containers must be handled with care due to product residue. DO NOT HEAT OR CUT THE EMPTY CONTAINER WITH AN ELECTRIC OR GAS TORCH.
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# MATERIAL SAFETY DATA SHEET

## Shield Sil 100



Material no.		Version	1.0 / US
Specification	182090	Revision date	07/01/2014
Order Number		Print Date	07/01/2014
		Page	9 / 11

### 14. TRANSPORT INFORMATION

#### D.O.T. Road/Rail

Class	Combustible Liquid
UN-No	1993
Packing group	III
Proper shipping name	Combustible liquid, n.o.s.
Technical Name	(Isobutyltriethoxysilane)

#### Loading instructions/Remarks

IMDG For USA only; packaging size more than 450 l: COMBUSTIBLE LIQUID, N.O.S. (Isobutyltriethoxysilane), NA 1993, III, flash point 63°C

### 15. REGULATORY INFORMATION

#### US Federal Regulations

##### OSHA

If listed below, chemical specific standards apply to the product or components:

- None listed

##### Clean Air Act Section (112)

If listed below, components present at or above the de minimus level are hazardous air pollutants:

- None listed

##### CERCLA Reportable Quantities

If listed below, a reportable quantity (RQ) applies to the product based on the percent of the named component:

- None listed

##### SARA Title III Section 311/312 Hazard Categories

The product meets the criteria only for the listed hazard classes:

- Acute Health Hazard
- Fire Hazard

##### SARA Title III Section 313 Reportable Substances

If listed below, components are subject to the reporting requirements of Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR Part 372:

- None listed

# MATERIAL SAFETY DATA SHEET

## Shield Sil 100



Material no.		Version	1.0 / US
Specification	182090	Revision date	07/01/2014
Order Number		Print Date	07/01/2014
		Page	10 / 11

### Toxic Substances Control Act (TSCA)

If listed below, non-proprietary substances are subject to export notification under Section 12 (b) of TSCA:

- None listed

### State Regulations

The Listing requirements of the Right to Know (RTK) legislation varies by state. All information for NJ, PA, MA and other states can be derived from the listing of hazardous and non-hazardous components in section 2 and 15 of this MSDS.

### California Proposition 65

A warning under the California Drinking Water Act is required only if listed below:

- None listed

### International Chemical Inventory Status

Unless otherwise noted, this product is in compliance with the inventory listing of the countries shown below. For information on listing for countries not shown, contact the Product Regulatory Services Department.

• Europe (EINECS/ELINCS)	Listed/registered
• USA (TSCA)	Listed/registered
• Canada (DSL)	Listed/registered
• Australia (AICS)	Listed/registered
• Korea (TCCL)	Listed/registered
• Philippines (PICCS)	Listed/registered
• China	Listed/registered
• Japan (MITI)	Not listed/Not registered

## 16. OTHER INFORMATION

### HMIS Ratings

Health :	2
Flammability :	2
Physical Hazard :	1

### NFPA Ratings

Health :	2
Flammability :	2
Reactivity :	1

# MATERIAL SAFETY DATA SHEET

## Shield Sil 100



Material no.		Version	1.0 / US
Specification	182090	Revision date	07/01/2014
Order Number		Print Date	07/01/2014
		Page	11 / 11

### Further information

Changes since the last version are highlighted in the margin. This version replaces all previous versions.

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

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# SHIELD-SIL 100

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## Overview

A clear, non film forming and breathable penetrating sealer for the long term protection of concrete. Shield-Sil 100 is a VOC compliant Isobutylalkoxy functional silane that provides for extremely fast dry times and deep penetration on high quality mix designs typical of new bridge decks and parking structures.

Because of the molecular structure of the chemical and low surface tension the material is able to achieve deep penetration and line the capillary pores of the concrete. This allows for uniform protection throughout the depth of penetration which equates to product longevity, especially on substrates subjected to wear due to vehicular traffic.

## Advantages

Shield-Sil 100 will not leave residue on glass, metal or painted surface and makes it ideal for applications where exposure to vehicular traffic during application is possible. In addition, the product is breathable and therefore reduces the amount of water that enters a substrate and or becomes trapped under the protective treatment.

Depth of penetration provides added protection of reinforcing steel from the damages associated with moisture and chloride penetration. Product also protects against alkali silica reactivity (ASR).

Other benefits of Shield-Sil 100:

- Non film forming and change in surface appearance.
- No change in coefficient of friction after treatment.
- Fast dry time after application (> 1 hour. See Test Section).
- Will not leave residue on glass, metal or painted substrates.
- 100% moisture vapor transmission.
- Deeper penetration than other sealers.
- VOC compliant.
- Excellent chloride resistance.

Shield Products, Inc.

100% Penetrating Silane Sealer

(Solvent Free/Water Free)

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## Typical Applications

Shield-Sil 100 is ideally suited for long term protection of cast-in-place concrete, high strength concrete, GFRC, precast and other concrete surfaces in need of protection against moisture intrusion, deicing salts and other water and air born contaminants.

Ideally suited where quick cure time is needed to minimize disruption of traffic.

## Limitations

Do not apply if rain is expected with 2 hours following application. Product should not be applied below 25 F or above 100 F degrees to assure proper placement of material and maximum penetration. If rain occurs wait at least 24 hours or when substrate moisture content is less than 8%. Consult Shield Products for information relating to treatment and installation guidelines.

## Availability

Shield-Sil 100 is available in 5 gallon pails, 55 gallon drums and 250 gallon totes. For pricing and local availability contact Shield Systems, Inc. 5205 Bischoff Ave. , St. Louis, MO 63110 PH: 314-865-5550.

## Technical Data

### PHYSICAL PROPETIES:

Color Clear (water white)  
Chemistry Isobutylalkoxysilane  
Solvent None, non-waterbased  
Density >7.3 lbs/gal  
Flash Point > 145 Degrees F  
Active Content > 98%

### TEST DATA

#### *NCHRP #244 Series II*

Reduction in water absorption @ 250 SF/gallon. 86%  
Reduction in Chloride ion ingress @ 250 SF/gallon 87%  
Series IV Reduction in chloride ion @ 250 SF/gallon 99%

#### *Alberta DOT*

Penetrating Sealer Type 1 C (0.35 w/c ratio)  
Water repellency after heavy abrasion 88.4%

#### *ASTM C 642*

> 0.5 % wt. gain by mass @ 48 hrs,  
> 1.5 % wt. gain by mass @ 50 days.

#### *AASHTO T 259*

80% min. reduction in Chloride Absorption & 0.50 lbs/cu.yd.  
Chloride at a depth of ½"-1" maximum.

#### *ASTM D 1640 Sec 7.5.1*

15 minutes dry time or less for tire tracking.

## Installation

Concrete to be treated should be allowed to thoroughly cure before application of Shield-Sil 100. Standard 28 day cure is not required if moisture content of concrete is less than 8%. Substrate should be thoroughly cleaned prior to application to remove dirt, dust, curing compounds, laitance, grease, oil, salts and other contaminants that will inhibit the penetration of the sealer.

Shield-Sil 100 is designed to be applied using low pressure, high volume equipment that will create a thorough wetting of the substrate. Avoid misting of the product or over automation during installation. Coverage rate will vary depending on the porosity and texture of the concrete. A test patch should be conducted to verify coverage before treatment is installed. Always consult Shield Products, Inc. to assist in exact coverage rates for your particular project. CAUTION: Shield-Sil 100 is a combustible liquid and should be kept away from heat, sparks, open flame and other sources of ignition. Containers should be kept closed when not in use and protected against rain and standing water. Store material containers between 0-120 Degrees F. When working in enclosed area wear respiratory and always refer to material safety data sheets for more detailed information.



449-2018

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned

Term. 20 18

In the County Commission of said county, on the 9th day of October 20 18

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Contract for Services between Boone County and the Missouri Department of Agriculture.

The terms of the agreement are stipulated in the attached Contract for Services agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract for Services agreement.

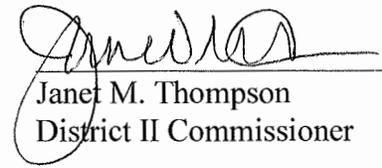
Done this 9th day of October, 2018.



Daniel K. Atwill  
Presiding Commissioner

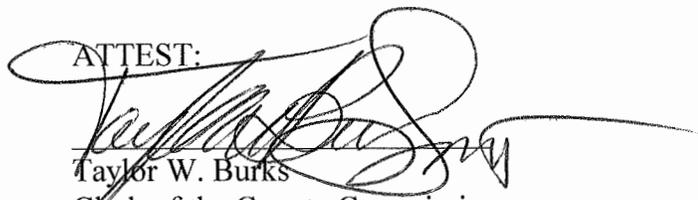


Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

ATTEST:



Taylor W. Burks  
Clerk of the County Commission



DEPARTMENT of AGRICULTURE  
STATE OF MISSOURI  
JEFFERSON CITY

MICHAEL L. PARSON  
GOVERNOR

CHRIS CHINN  
DIRECTOR

*Serving, promoting and protecting the agricultural producers, processors  
and consumers of Missouri's food, fuel and fiber products.*

**CONTRACT FOR SERVICES  
BY AND BETWEEN**

**BOONE COUNTY**

**AND**

**THE MISSOURI DEPARTMENT OF AGRICULTURE**

**CONTRACT NO. 19-21**

**THIS AGREEMENT entered into this 14<sup>th</sup> day of September, 2018 by and between BOONE COUNTY, Missouri (hereinafter called the "County"), and the DEPARTMENT OF AGRICULTURE, (Director of the Department of Agriculture, Director of Division of Weights, Measures & Consumer Protection, and State Land Surveyor) hereinafter called the "Department."**

**WHEREAS, the County desires to engage the Department to render certain services hereafter described in connection with delineation of section and quarter section corners of the United States Public Land Survey and known as the County Surveyor Cooperative Remonumentation Program.**

**NOW, THEREFORE, the parties hereto do mutually agree as follows:**

- 1. EMPLOYMENT OF COUNTY SURVEYOR. The County hereby agrees to engage the County Surveyor to perform the services hereinafter set forth.**
- 2. SCOPE OF SERVICES. The County Surveyor will remonument corners of the United States Public Land Survey, that meet at least one of the following requirements:**
  - A. Original Evidence - An original corner established by the original government surveyor under contract from the General Land Office, for which sufficient original evidence exists to definitely locate the position of said corner.**
  - B. Chain of Evidence - A perpetuated corner for which records by county, or other surveyors, positively show subsequent witness marks when positive evidence of the original witness marks still exist, and the chain of perpetuation is not broken.**

- C. **Reestablished Corner** - A county surveyor may make application for the restoration of a reestablished corner if there is record documentation verifying the corner was reestablished by a former county surveyor in accordance with the procedures outlined in the Missouri statutes in force at the time of the reestablishment. Record documentation must exist verifying the corner was properly reestablished at least twenty (20) years ago, and the corner is not in conflict with another marker. Sufficient measurements shall be shown on the corner document to indicate the corner was properly reestablished.
- D. **Established Corner** - A county surveyor may make application for the remonumentation of a PLSS corner, not monumented during the original government survey, but the position of the corner is shown on the government township plat. So long as the corner was properly established by a former county surveyor in accordance with the procedures outlined in the Missouri statutes in force at the time of the establishment. Record documentation must exist verifying the corner was properly established at least twenty (20) years ago, and the corner is not in conflict with another marker. Sufficient measurements shall be shown on the corner document to indicate the corner was properly established.
- E. **Long Standing Corner** - A poorly monumented and/or documented corner whose basis for remonumentation is its long use and acceptance by local residents, and land surveyors, as the government corner, along with its general agreement with the GLO survey in the area. Long usage is at least twenty (20) years of undisputed use. Sufficient measurements shall be shown on the corner document to depict the corner position related to the proportionate position.
- F. **Addition of State Plane Coordinates to a Previously Monumented Corner** - A previously monumented corner through the County Surveyor Cooperative Remonumentation Program without published Missouri State Plane coordinates may qualify for this program. The corner must either be a monumented corner having original evidence or a chain of evidence confirming the monument is at the original corner position.

3. **DEPARTMENT TO FURNISH MONUMENTS.** The Department will furnish the County Surveyor with all necessary material (monuments, witness signs, posts and tree tags) required for remonumentation.

4. **PROCEDURE.**

The county surveyor must meet the following deadlines in performing the work under this contract:

- A. Submit to the Department of Agriculture's Land Survey Program a partially completed application for remonumentation (Certified Land Corner Document) on each corner on or before November 1, 2018. The Department of Agriculture's Land Survey Program will approve or disapprove the preliminary documents within 30 days.

The partially completed Certified Land Corner Document must contain the following information:

**Description of original and subsequent surveys referencing this corner.  
References shall include:**

- 1. Date of survey; at a minimum the month and year the survey was preformed.**
- 2. Surveyor of record; the name and title of the surveyor actually performing the field work. The name listed in the index is not always the name of the surveyor performing the field work. List the surveyors title, Deputy Surveyor, County Surveyor, Deputy County Surveyor, Practical Surveyor (used to describe a private surveyor prior to licensure), and/or PLS number.**
- 3. Location of survey record; the Volume and Page of the Original Survey. The County Surveyor Record Book and Page, or any Book and Page where the survey information can be located in the Courthouse. If the survey is not recorded or filed in the Courthouse, the location of the survey in the Land Survey Index database should be used along with the type of record.**
- 4. A complete description of the monument(s) that have marked the corner as they appear in the record. All witness accessories shall be noted including the accessories recovered. All of the information the surveyor used to determine the corner position shall be described.**
- 5. All measurements the surveyor of record made to other corners from the subject corner shall be listed including the distances measured by the original surveyor.**

**B. Description of corner evidence found:**

- 1. Sufficient description of original survey evidence recovered; if no evidence of the original survey is recovered it must be so noted.**
- 2. Sufficient description of subsequent survey evidence recovered; if no evidence of any subsequent survey is recovered it must be so noted.**
- 3. Sufficient information to justify this is the best the position for the corner. Show evidence this position is relied upon by local residents (i.e.: longstanding fences and other land use). That this position has been used by other surveyors and no other monumentation exist that confuses the position of the corner.**
- 4. Sufficient measurements to show agreement with the GLO and subsequent surveys of the area. Every attempt shall be made to recover adjacent PLSS corners in the area and compare the recently measured distance with the original measurement. Every attempt shall be made to recover PLSS and property corners established by County Surveyors, and other surveyors of record and compare the recently measured distance with the subsequent measurement.**



9. **REIMBURSEMENT BY THE DEPARTMENT.** The Department will reimburse the county \$300.00 for each corner remonumented not having a valid objection and remonumented in accordance with this agreement. The County will submit to the Department of Agriculture's Land Survey Program an invoice for these services along with a copy of the County Surveyor's invoice to the county. **THIS AGREEMENT SHALL BE SUBJECT TO THE OVERALL MAXIMUM OF \$1,500.00 FOR FIVE (5) CORNERS.**

10. **STATEWIDE EPROCUREMENT SYSTEM.** In order to be reimbursed by the Department, the County must be registered in MissouriBUYS. MissouriBUYS is the new statewide electronic procurement system and the only method used for reimbursement on this contract. Please visit <https://MissouriBUYS.mo.gov> to register.

11. **CONTRACT PERIOD.** This contract shall expire on: June 1, 2019.  
**IN WITNESS WHEREOF,** the parties hereto have caused this agreement to be executed as of the aforementioned date.

**ACCEPTED:**

  
\_\_\_\_\_  
Presiding County Commissioner

10.9.18  
\_\_\_\_\_  
(Date)

**RECOMMENDED FOR APPROVAL:**

  
\_\_\_\_\_  
Ron L. Heimbaugh, PLS  
State Land Surveyor

10/16/2018  
\_\_\_\_\_  
(Date)

**APPROVED:**

  
\_\_\_\_\_  
Ronald G. Hayes, Director  
Division of Weights, Measures & Consumer Protection

10/16/18  
\_\_\_\_\_  
(Date)

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned

Term. 20 18

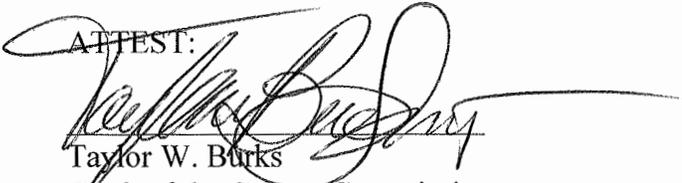
In the County Commission of said county, on the 9th day of October 20 18

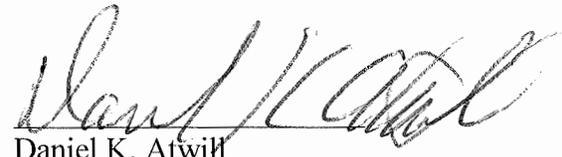
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following 2018-2019 Missouri Department of Transportation Highway Safety & Traffic Division grant awards for the Sheriff's Department:

- DWI Saturation Enforcement project in the amount of \$18,364.00
- DWI Full Time Unit project in the amount of \$61,685.51
- Youth Alcohol Enforcement project in the amount of \$2,106.00
- Hazardous Moving Vehicle Enforcement project in the amount of \$18,530.00

Done this 9th day of October, 2018.

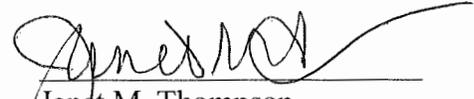
ATTEST:  
  
 Taylor W. Burks  
 Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner

Absent

Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

Missouri Department of Transportation

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

August 17, 2018

Sheriff Dwayne Carey  
Boone County Sheriff's Dept.  
2121 County Dr.  
Columbia, MO 65202-9064

Dear Sheriff Carey:

Enclosed is a contract between the Highway Safety and Traffic Division and the Boone County Sheriff's Dept. for a DWI Saturation Enforcement project.

The project obligates \$18,364.00 in federal funds for the period October 01, 2018 through September 30, 2019. All expenditures should be claimed against project #19-M5HVE-03-014.

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

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

If you have any questions concerning the project activity or reimbursement procedures, please contact Mandy Kliethermes, Senior System Management Specialist at 573-751-5434. We look forward to working with you and your staff.

Sincerely,



Jon Nelson  
Asst. to State Highway Safety Traffic Engineer

Enclosure



# CONTRACT

Form HS-1

Revision Reason: Other

Version: 2

05/14/2018

<p><b>Missouri Department of Transportation</b>  <b>Highway Safety and Traffic Division</b>                  P.O. Box 270                  830 MoDOT Drive                  Jefferson City, MO 65102  <b>Phone:</b> 573-751-4161  <b>Fax:</b> 573-634-5977</p>	<p><b>Project Title:</b> DWI Saturation Enforcement  <b>Project Number:</b> 19-M5HVE-03-014  <b>Project Category:</b> 405d Mid HVE  <b>Program Area:</b> Impaired Driving</p>				
<p style="text-align: center;"><b>Name of Grantee</b></p> Boone County Sheriff's Dept.	<p><b>Funding Source:</b> 405d / 20.616</p>				
<p style="text-align: center;"><b>Grantee County</b></p> Boone	<p><b>Type of Project:</b> Initial  <b>Started:</b> 10/01/2018</p>				
<p style="text-align: center;"><b>Grantee Address</b></p> 2121 County Dr.  Columbia, MO 65202-9064	<p style="text-align: center;"><b>Federal Funds Benefiting</b></p> <p><b>State:</b> _____  <b>Local:</b> _____ \$18,364.00  <b>Total:</b> _____ \$18,364.00</p>				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;"><b>Telephone</b></td> <td style="width: 50%; text-align: center;"><b>Fax</b></td> </tr> <tr> <td style="text-align: center;">573-875-1111</td> <td style="text-align: center;">573-874-8953</td> </tr> </table>	<b>Telephone</b>	<b>Fax</b>	573-875-1111	573-874-8953	<p style="text-align: center;"><b>Source of Funds</b></p> <p><b>Federal:</b> _____ \$18,364.00  <b>State:</b> _____  <b>Local:</b> _____ \$0.00  <b>Total:</b> _____ \$18,364.00</p>
<b>Telephone</b>	<b>Fax</b>				
573-875-1111	573-874-8953				
<p style="text-align: center;"><b>Contract Period</b></p> <p><b>Effective:</b> 10/01/2018  <b>Through:</b> 09/30/2019</p>	<p><b>Prepared By</b>                  Kliethermes, Mandy</p>				

	9-17-18 Date
Authorizing Official	9/6/18 Date
	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 \$18,364.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

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

**I. RELATIONSHIP**

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

**II. GENERAL REQUIREMENTS**

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

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

**III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS**

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

**IV. EQUIPMENT**

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

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

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

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

**V. FISCAL RESPONSIBILITY**

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

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

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

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

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

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, ([https://www.fsrs.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)) by reporting to FSRS.gov for each sub-grant awarded:

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

**VII. TERMINATION**

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

**VIII. NONDISCRIMINATION**

(applies to subrecipients as well as States)

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

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

The State highway safety agency-

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

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

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

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

**IX. STATUTORY AND REGULATORY REQUIREMENTS**

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

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

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

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

**OPTION 1:**

- A.** To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.
- B.** The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement :
1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and
  2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
- C.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

**OPTION 2:**

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

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

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

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

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

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

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

**XVIII. NONSEGREGATED FACILITIES**

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

**XIX. FUNDING ORIGATION AND AUDIT INFORMATION**

The MHTC funds the following NHTSA program areas:

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

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

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

The State will provide a drug-free workplace by:

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

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

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

**XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

(applies to subrecipients as well as States)

Instructions for Primary Certification (States)

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

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

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

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

Instructions for Lower Tier Certification

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

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

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

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

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

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

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

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

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

**XXVII. POLICY ON SEAT BELT USE**

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

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

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

## CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

**C. PARTNERSHIPS**

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

**D. ALLOWABLE COSTS**

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

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

**E. DRUNK DRIVING ENFORCEMENT PROJECTS**

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

**F. SOBRIETY CHECKPOINTS**

Unless otherwise prohibited by state statute or appropriation,

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

## PROBLEM IDENTIFICATION

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Substance-impaired drivers contributed to 27 percent of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs continues to increase. Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 82 percent of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

In the past three years (2015-2017) there have been 6,577 reported crashes (total number investigated by all agencies) in Boone County. Of those 6,577 crashes, 360 were Drinking-Involved crashes and 430 were Drinking and/or Drug Involved crashes. Of the 360 Drinking-Involved crashes, 133 of the crashes involved injury to a total of 176 persons and 13 involved the death of a total of 15 persons. Of the 430 Drinking and/or Drug Involved crashes, 165 of the crashes involved injury to a total of 230 persons and 18 involved the death of a total of 21 persons.

Boone County and the City of Columbia, which is the county seat, consistently have problems with Drinking-Involved crashes. Below are some of the rankings (2014-2016), which show how Boone County and the City of Columbia compare to the rest of the Missouri counties and cities when it come to drinking-involved crashes.

- Alcohol Involved Traffic Crashes - Boone County ranked 7th/City of Columbia ranked 5th
- Disabling Alcohol Involved Traffic Crashes - Boone County ranked 9th/City of Columbia ranked 7th
- Fatal Alcohol Involved Traffic Crashes - Boone County ranked 6th/City of Columbia ranked 3rd

In 2017, the Boone County Sheriff's Department made at least 120 arrests for DWI. In 2017, Boone County experienced 6 fatal drinking/drug-involved motor vehicle crashes (6 total deaths), 39 personal injury drinking/drug-involved crashes (55 persons injured) and 64 property damage drinking/drug-involved crashes. These numbers are lower than in 2016, when there were 8 fatal drinking/drug-involved motor vehicle crashes (10 total deaths), 72 personal injury drinking/drug-involved crashes (100 persons injured) and 93 property damage drinking/drug-involved crashes, however, impaired driving continues to be a serious problem in Boone County.

## GOALS/OBJECTIVES

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### Core Performance Measure Goals

1. To decrease alcohol-impaired driving fatalities by 7.0 percent annually, resulting in a change to the 2014-2018 moving average from 242.8 (2011-2015 moving average) to 180.8 (2014-2018 moving average) by December 31, 2018.

### Other Performance Measure Goals

1. To decrease alcohol-impaired driving serious injuries by 4.0 percent annually, resulting in a change to the 2014-2018 moving average from 686.0 (2011-2015 moving average) to 549.5 (2014-2018 moving average) by December 31, 2018.

A goal of the Boone County Sheriff's Department is to continue utilizing DWI saturation enforcement patrols throughout the year to combat impaired driving in support of the state goal of decreasing impaired driving fatalities. During the 2018-2019 grant year, the Boone County Sheriff's Department plans to conduct monthly DWI Saturation patrols.

## PROJECT DESCRIPTION

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The Boone County Sheriff's Department plans to continue using our DWI enforcement patrols to combat impaired driving. If approved, this grant will fund the overtime and fringe benefit costs of those working overtime conducting these DWI saturation enforcement patrols.

Boone County continues to be one of the top-ranking counties in the state for drinking-involved traffic crashes. We believe our enforcement efforts make a difference in drinking-involved crashes and we plan to continue these efforts to address the crashes involving impaired drivers.

As described in the supplemental section, the DWI saturation enforcement patrols will primarily work evening, night and early morning hours (between 4:00 P.M. and 4:00 A.M.) throughout the week. These DWI saturation patrols will involve deputies coming in on overtime to focus on identifying, stopping and removing impaired drivers from the roadways.

**SUPPLEMENTAL INFORMATION**

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<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
<p align="center">The Boone County Sheriff's Department has struggled with staffing over the last several years. This has improved over 2017-2018 and it looks promising that we will be fully staffed (or very close to it) in 2018. With better staffing we should be able to fully expend the funds requested in this application.</p>	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
<p align="center">In this grant application for Fiscal year 2019, we have budgeted more conservatively. We anticipate being better staffed, which will lead to more personnel costs associated with overtime under this grant.</p>	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	

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

18 Total number of DWI violations written by your agency.	120
19 Total number of speeding violations written by your agency.	445
20 Total number of HMV violations written by your agency.	112
21 Total number of child safety/booster seat violations written by your agency.	18
22 Total number of safety belt violations written by your agency.	79
23 Total number of sobriety checkpoints hosted.	2

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

24 Total number of traffic crashes.	7206
25 Total number of traffic crashes resulting in a fatality.	54
26 Total number of traffic crashes resulting in a serious injury.	283
27 Total number of speed-related traffic crashes.	1215
28 Total number of speed-related traffic crashes resulting in a fatality.	15
29 Total number of speed-related traffic crashes resulting in a serious injury.	394
30 Total number of alcohol-related traffic crashes.	436
31 Total number of alcohol-related traffic crashes resulting in a fatality.	13
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	154
33 Total number of unbuckled fatalities.	24
34 Total number of unbuckled serious injuries.	48

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	60
36 Total number of commissioned patrol and traffic officers.	39
37 Total number of commissioned law enforcement officers available for overtime enforcement.	40
38 Total number of vehicles available for enforcement.	47
39 Total number of radars/lasers.	44

40 Total number of in-car video cameras.	47
41 Total number of PBTs.	35
42 Total number of Breath Instruments.	4

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

43 Identify primary enforcement locations.

The primary enforcement locations will be roadways within Boone County that are high traffic volume areas , in areas suspected/known for impaired driving offenses, or in areas with a high crash frequency.

Drinking involved traffic crashes have been occurring all around Boone County . From 2014 through 2016, there were 436 drinking involved traffic crashes, 233 (53.4%) of those occurred on city streets and county roads.

Boone County Sheriff's Department DWI saturation enforcement patrols will be strongly focused on major thoroughfares in and around the City of Columbia, on county roads, and on state roadways around Boone County. Some of the roadways our unit will patrol will include Highway 63 (9.2% of the drinking involved traffic crashes), Interstate 70 (7.8% of the drinking involved traffic crashes), Missouri 763 (5.0% of the drinking involved crashes), Missouri 163 (4.6% of the drinking involved traffic crashes), Missouri 740 (2.9% of the drinking involved crashes), and other roadways with higher frequencies of drinking involved traffic crashes.

44 Enter the number of enforcement periods your agency will conduct each month.	1
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45 Enter the months in which enforcement will be conducted.

According to the statistics from 2014-2016, the frequency of drinking involved crashes within Boone County ranged from 25 to 50 in any given month; therefore, the Boone County Sheriff's Department will conduct our enforcement year-round (October - September).

2014-2016 Drinking Involved traffic crashes by month in Boone County :

- January - 50
- February - 32
- March - 42
- April - 30
- May - 48
- June - 30
- July - 31
- August - 25
- September - 33
- October - 49
- November - 35
- December - 31

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

According to the statistics from 2014 – 2016, drinking involved crashes within Boone County are likely to occur Sunday through Saturday, so our Full-Time DWI/Traffic Unit will be conducting enforcement on all 7 days of the week.

2014-2016 drinking involved traffic crashes by day of week in Boone County:

Sunday - 72  
Monday - 40  
Tuesday - 41  
Wednesday - 46  
Thursday - 64  
Friday - 76  
Saturday – 93  
Unknown – 4

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

According to the statistics from 2014 - 2016, approximately 80.5% (351 of 436) of the drinking involved traffic crashes in Boone County occurred between the hours of 4:00 P.M. and 4:00 A.M. Based on these facts, most of our enforcement under this grant will be conducted between the hours of 4:00 P.M. and 4:00 A.M., though this may vary occasionally.

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

4

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

No equipment was requested on this grant.

## PROJECT EVALUATION

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

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

Evaluation results will be used to determine:

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

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

Evaluations will be performed through the vouchering process.

## ADDITIONAL FUNDING SOURCES

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Boone County Sheriff's Department Cyber Crimes Task Force - 2018 (SCCG-State Cyber Crimes Grant) 2018-SCCG-001 executed on 08/02/2017, project dates 06/01/2017 - 05/31/2018, awarded \$213,047.72

Missouri Internet Crimes Against Children Task Force Grant - 2017-MC-FX-K023, Awarded \$10,000 for equipment and/or training, 10/01/17 - 09/30/2018

Edward Byrne Memorial Justice Assistance Grant: 2014-DJ-BX-0502 (JAG) - BCSD Awarded \$18,494.40 - 10/1/2013-9/30/2017

Edward Byrne Memorial Justice Assistance Grant: 2015-DJ-BX-0784 (JAG) - BCSD Awarded \$15,255.60 - 10/1/2014-9/30/2018

Edward Byrne Memorial Justice Assistance Grant: 2016-DJ-BX-0842 (JAG) - BCSD Awarded \$14,470.00 - 10-1-2015-9-30-2019

**BUDGET**

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and Fringe	Overtime and fringe for deputies working DWI Saturation Patrol	288.00	\$39.00	\$11,232.00	\$0.00	\$11,232.00
	Overtime and Fringe	Overtime and fringe to reimburse the cost of a dedicated communications operator (dispatcher) or jail staff (transport/processing officer) for the details being conducted for this grant.	48.00	\$34.00	\$1,632.00	\$0.00	\$1,632.00
					\$12,864.00	\$0.00	\$12,864.00
Training							
	Professional Development	National DRE Conference costs - for the Central Regional Coordinator of the State DRE/SFST Technical Panel	1.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
	Professional Development	2018-2019 costs associated with training and conferences for BCSD Traffic Deputies (ex: DWI/Traffic Safety and DRE Recertification Conference, Annual IACP Training Conference on Drugs, Alcohol and Impaired Driving)	1.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
					\$5,500.00	\$0.00	\$5,500.00
<b>Total Contract</b>					<b>\$18,364.00</b>	<b>\$0.00</b>	<b>\$18,364.00</b>

## ATTACHMENTS

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<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	2016_OMB_Circular_A-1	02/08/2018
PDF	PDF Document	DWI Saturation grant 201	02/27/2018

Missouri Department of Transportation

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

August 17, 2018

Sheriff Dwayne Carey  
Boone County Sheriff's Dept.  
2121 County Dr.  
Columbia, MO 65202-9064

Dear Sheriff Carey:

Enclosed is a contract between the Highway Safety and Traffic Division and the Boone County Sheriff's Dept. for a DWI Full Time Unit project.

The project obligates \$61,685.51 in federal funds for the period October 01, 2018 through September 30, 2019. All expenditures should be claimed against project #19-M5HVE-03-013.

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

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

If you have any questions concerning the project activity or reimbursement procedures, please contact Mandy Kliethermes, Senior System Management Specialist at 573-751-5434. We look forward to working with you and your staff.

Sincerely,



Jon Nelson  
Asst. to State Highway Safety Traffic Engineer

Enclosure



# CONTRACT

Form HS-1

Revision Reason: Other

Version: 3

06/06/2018

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

**Project Title:** DWI Full Time Unit  
**Project Number:** 19-M5HVE-03-013  
**Project Category:** 405d Mid HVE  
**Program Area:** Impaired Driving

**Name of Grantee**  
 Boone County Sheriff's Dept.

**Funding Source:** 405d / 20.616

**Grantee County**  
 Boone

**Type of Project:** Initial

**Started:** 10/01/2018

**Grantee Address**  
 2121 County Dr.  
 Columbia, MO 65202-9064

Federal Funds Benefiting	
<b>State:</b>	
<b>Local:</b>	\$61,685.51
<b>Total:</b>	\$61,685.51

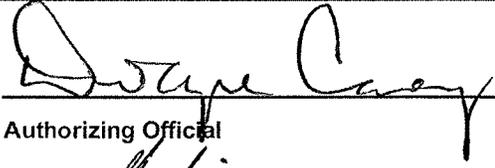
**Telephone**  
 573-875-1111

**Fax**  
 573-874-8953

Source of Funds	
<b>Federal:</b>	\$61,685.51
<b>State:</b>	
<b>Local:</b>	\$60,535.52
<b>Total:</b>	\$122,221.03

**Contract Period**  
**Effective:** 10/01/2018  
**Through:** 09/30/2019

**Prepared By**  
 Kliethermes, Mandy



9-17-18

**Authorizing Official**

**Date**



9/6/18

**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 \$61,685.51**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

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

**I. RELATIONSHIP**

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

**II. GENERAL REQUIREMENTS**

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

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

**III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS**

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

**IV. EQUIPMENT**

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

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

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

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

**V. FISCAL RESPONSIBILITY**

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

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

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

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

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

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, ([https://www.fsrs.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)) by reporting to FSRS.gov for each sub-grant awarded:

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

**VII. TERMINATION**

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

**VIII. NONDISCRIMINATION**

(applies to subrecipients as well as States)

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

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

The State highway safety agency-

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

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

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

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

**IX. STATUTORY AND REGULATORY REQUIREMENTS**

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

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

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

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

**OPTION 1:**

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

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

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

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

**OPTION 2:**

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

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

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

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

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

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

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

**XVIII. NONSEGREGATED FACILITIES**

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

**XIX. FUNDING ORIGATION AND AUDIT INFORMATION**

The MHTC funds the following NHTSA program areas:

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

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

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

The State will provide a drug-free workplace by:

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

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

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

**XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

(applies to subrecipients as well as States)

Instructions for Primary Certification (States)

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

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

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

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

Instructions for Lower Tier Certification

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

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

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

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

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

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

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

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

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

**XXVII. POLICY ON SEAT BELT USE**

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

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

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

## CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

**C. PARTNERSHIPS**

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

**D. ALLOWABLE COSTS**

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

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

**E. DRUNK DRIVING ENFORCEMENT PROJECTS**

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

**F. SOBRIETY CHECKPOINTS**

Unless otherwise prohibited by state statute or appropriation,

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

## PROBLEM IDENTIFICATION

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Substance-impaired drivers contributed to 27 percent of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs continues to increase. Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 82 percent of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

In the past three years (2015-2017) there have been 6,577 reported crashes (total number investigated by all agencies) in Boone County. Of those 6,577 crashes, 360 were Drinking-Involved crashes and 430 were Drinking and/or Drug Involved crashes. Of the 360 Drinking-Involved crashes, 133 of the crashes involved injury to a total of 176 persons and 13 involved the death of a total of 15 persons. Of the 430 Drinking and/or Drug Involved crashes, 165 of the crashes involved injury to a total of 230 persons and 18 involved the death of a total of 21 persons.

Boone County and the City of Columbia, which is the county seat, consistently have problems with Drinking-Involved crashes. Below are some of the rankings (2014-2016), which show how Boone County and the City of Columbia compare to the rest of the Missouri counties and cities when it come to drinking-involved crashes.

-Alcohol Involved Traffic Crashes - Boone County ranked 7th/City of Columbia ranked 5th

- Disabling Alcohol Involved Traffic Crashes - Boone County ranked 9th/City of Columbia ranked 7th

- Fatal Alcohol Involved Traffic Crashes - Boone County ranked 6th/City of Columbia ranked 3rd

In 2017, the Boone County Sheriff's Department made at least 120 arrests for DWI. In 2017, Boone County experienced 6 fatal drinking/drug-involved motor vehicle crashes (6 total deaths), 39 personal injury drinking/drug-involved crashes (55 persons injured) and 64 property damage drinking/drug-involved crashes. These numbers are lower than in 2016, when there were 8 fatal drinking/drug-involved motor vehicle crashes (10 total deaths), 72 personal injury drinking/drug-involved crashes (100 persons injured) and 93 property damage drinking/drug-involved crashes, however, impaired driving continues to be a serious problem in Boone County.

Core Performance Measure Goals

1. To decrease alcohol-impaired driving fatalities by 7.0 percent annually, resulting in a change to the 2014-2018 moving average from 242.8 (2011-2015 moving average) to 180.8 (2014-2018 moving average) by December 31, 2018.

Other Performance Measure Goals

1. To decrease alcohol-impaired driving serious injuries by 4.0 percent annually, resulting in a change to the 2014-2018 moving average from 686.0 (2011-2015 moving average) to 549.5 (2014-2018 moving average) by December 31, 2018.

The goal of the Boone County Sheriff's Department is to continue our commitment to combating impaired driving and support the state goal of decreasing impaired driving fatalities annually. During the 2018-2019 grant year, we plan to continue to utilize our Full-Time DWI/Traffic Unit to assist in addressing impaired driving on a regular nightly basis, in addition to conducting DWI saturation patrols throughout the year.

An objective is for our Full-Time DWI/Traffic unit to maintain a high profile, which includes continued press releases and highly visible patrol activities.



## PROJECT DESCRIPTION

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The Boone County Sheriff's Department plans to continue using our Full-Time DWI/Traffic Unit personnel to combat impaired driving. If approved, this grant will assist in funding the salary and benefit costs of the two members of the Traffic Unit who will be tasked with conducting DWI enforcement. Both of these positions are currently filled with deputies.

Boone County continues to be one of the top-ranking counties in the state for drinking-involved traffic crashes. We believe our enforcement efforts make a difference in drinking-involved crashes and we plan to continue these efforts to address the crashes involving impaired drivers.

As described in the supplemental section, these units will primarily work evening, night and early morning hours (between 9:00 P.M. and 7:00 A.M.) throughout the week. They will be assigned as Traffic Enforcement Deputies and primarily tasked with focusing on arresting impaired drivers throughout Boone County. They will work high traffic areas, problem roadways (like U.S. 63, Interstate 70, MO 163, etc.) and other roadways around Boone County.

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
Our department has filled several vacancies, which has allowed us to fully staff our DWI unit, in 2018.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
We have experienced a substantial unexpended balance with our Full-Time DWI/Traffic Unit grant. Our staffing levels have been low the last couple of years and we have had a vacant Full-Time DWI/Traffic Unit position in 2016 and 2017. We have now filled both of our Full-Time DWI/Traffic Unit positions in 2018.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	

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

18	Total number of DWI violations written by your agency.	120
19	Total number of speeding violations written by your agency.	445
20	Total number of HMV violations written by your agency.	112
21	Total number of child safety/booster seat violations written by your agency.	18
22	Total number of safety belt violations written by your agency.	79
23	Total number of sobriety checkpoints hosted.	2

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

24	Total number of traffic crashes.	7206
25	Total number of traffic crashes resulting in a fatality.	54
26	Total number of traffic crashes resulting in a serious injury.	283
27	Total number of speed-related traffic crashes.	1215
28	Total number of speed-related traffic crashes resulting in a fatality.	15
29	Total number of speed-related traffic crashes resulting in a serious injury.	394
30	Total number of alcohol-related traffic crashes.	436
31	Total number of alcohol-related traffic crashes resulting in a fatality.	13
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	154
33	Total number of unbuckled fatalities.	24
34	Total number of unbuckled serious injuries.	48

Enter your agency's information below.

35	Total number of commissioned law enforcement officers.	60
36	Total number of commissioned patrol and traffic officers.	39
37	Total number of commissioned law enforcement officers available for overtime enforcement.	40
38	Total number of vehicles available for enforcement.	47
39	Total number of radars/lasers.	44

- 40 Total number of in-car video cameras. 47
- 41 Total number of PBTs. 35
- 42 Total number of Breath Instruments. 4

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

- 43 Identify primary enforcement locations.

Drinking involved traffic crashes have been occurring all around Boone County. From 2014 through 2016, 53.4% of the drinking involved traffic crashes in Boone County occurred on city streets and county roads. Our enforcement will be strongly focused on major thoroughfares in and around the city of Columbia, on county roads, and on state roadways around Boone County. Some of the roadways our unit will patrol will include Highway 63 (9.2% of the drinking involved traffic crashes), Interstate 70 (7.8% of the drinking involved traffic crashes), Missouri 763 (5.0% of the drinking involved crashes), Missouri 163 (4.8% of the drinking involved traffic crashes), Missouri 740 (4.6% of the drinking involved crashes), and other roadways with higher frequencies of drinking involved traffic crashes.

- 44 Enter the number of enforcement periods your agency will conduct each month. 30

- 45 Enter the months in which enforcement will be conducted.

According to the statistics from 2014-2016, the frequency of drinking involved crashes within Boone County ranged from 25 to 50 in any given month; therefore, the Boone County Sheriff's Department will conduct our enforcement year-round (October - September).

2014-2016 Drinking Involved Traffic Crashes by month in Boone County:

- January - 50
- February - 32
- March - 42
- April - 30
- May - 48
- June - 30
- July - 31
- August - 25
- September - 33
- October - 49
- November - 35
- December - 31

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

According to the statistics from 2014 – 2016, drinking involved crashes within Boone County are likely to occur Sunday through Saturday, so our Full-Time DWI/Traffic Unit will be conducting enforcement on all 7 days of the week. Therefore, the Boone County Sheriff's Department's Full-Time DWI/Traffic Unit grant positions will rotate their days off and work throughout the week.

2014-2016 drinking involved traffic crashes by day of week in Boone County:

- Sunday - 72
- Monday - 40
- Tuesday - 41
- Wednesday - 46
- Thursday - 64
- Friday - 76
- Saturday - 93
- Unknown - 4

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

According to the statistics from 2014-2016, 79.1% of the drinking involved crashes within Boone County occurred between the hours of 5:00 P.M. and 5:00 A.M. and 56.2% of the drinking involved crashes within Boone County occurred between the hours of 9:00 P.M. and 4:00 A.M. The enforcement efforts of the Boone County Sheriff's Department's Full-Time DWI/Traffic Unit grant positions will primarily be focused on hours falling between 5:00 P.M. and 5:00 A.M.

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

2

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

## PROJECT EVALUATION

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

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

Evaluation results will be used to determine:

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

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

Compliance checks and party patrols will be conducted in the county. The project will be evaluated by the success rate of businesses complying with the alcohol sales laws of the state. Successful party patrols will help reduce the number of impaired drivers under the age of 21 on our roadways.

## ADDITIONAL FUNDING SOURCES

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Boone County Sheriff's Department Cyber Crimes Task Force - 2018 (SCCG-State Cyber Crimes Grant) 2018-SCCG-001 executed on 08/02/2017, project dates 06/01/2017 - 05/31/2018, awarded \$213,047.72

Missouri Internet Crimes Against Children Task Force Grant - 2017-MC-FX-K023, Awarded \$10,000 for equipment and/or training, 10/01/17 - 09/30/2018

Edward Byrne Memorial Justice Assistance Grant: 2014-DJ-BX-0502 (JAG) - BCSD Awarded \$18,494.40 - 10/1/2013-9/30/2017

Edward Byrne Memorial Justice Assistance Grant: 2015-DJ-BX-0784 (JAG) - BCSD Awarded \$15,255.60 - 10/1/2014-9/30/2018

Edward Byrne Memorial Justice Assistance Grant: 2016-DJ-BX-0842 (JAG) - BCSD Awarded \$14,470.00 - 10-1-2015-9-30-2019

**BUDGET**

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Equipment							
					\$0.00	\$0.00	\$0.00
Personnel							
	Salary and Fringe	Salary and Fringe for two Full-time DWI/Traffic Enforcement Deputies	1.00	\$121,071.03	\$121,071.03	\$60,535.52	\$60,535.51
					\$121,071.03	\$60,535.52	\$60,535.51
Training							
	Professional Development	2018-2019 costs associated with training and conferences for BCSD Traffic Deputies (ex: DWI/Traffic Safety and DRE Recertification Conference, Annual IACP Training Conference on Drugs, Alcohol and Impaired Driving)	1.00	\$1,150.00	\$1,150.00	\$0.00	\$1,150.00
					\$1,150.00	\$0.00	\$1,150.00
<b>Total Contract</b>					<b>\$122,221.03</b>	<b>\$60,535.52</b>	<b>\$61,685.51</b>

# ATTACHMENTS

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<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	2016_OMB_Circular_A-1	02/08/2018
PDF	PDF Document	DWI Unit grant 2018.pdf	02/27/2018

Missouri Department of Transportation

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

August 17, 2018

Sheriff Dwayne Carey  
Boone County Sheriff's Dept.  
2121 County Dr.  
Columbia, MO 65202-9064

Dear Sheriff Carey:

Enclosed is a contract between the Highway Safety and Traffic Division and the Boone County Sheriff's Dept. for a Youth Alcohol Enforcement project.

The project obligates \$2,106.00 in federal funds for the period October 01, 2018 through September 30, 2019. All expenditures should be claimed against project #19-154-AL-039.

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

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

If you have any questions concerning the project activity or reimbursement procedures, please contact Mandy Kliethermes, Senior System Management Specialist at 573-751-5434. We look forward to working with you and your staff.

Sincerely,



Jon Nelson  
Asst. to State Highway Safety Traffic Engineer

Enclosure



# CONTRACT

Form HS-1

Revision Reason: Other

Version: 2

05/14/2018

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

Project Title: Youth Alcohol Enforcement  
Project Number: 19-154-AL-039  
Project Category: Transfer  
Program Area: 154/164 Alcohol

Funding Source: 154 AL / 20.607

Name of Grantee  
Boone County Sheriff's Dept.

Type of Project: Initial

Grantee County  
Boone

Started: 10/01/2018

Grantee Address  
2121 County Dr.

**Federal Funds Benefiting**

State:

Local: \_\_\_\_\_ \$2,106.00

Total: \_\_\_\_\_ \$2,106.00

Columbia, MO 65202-9064

**Source of Funds**

Federal: \_\_\_\_\_ \$2,106.00

State:

Local: \_\_\_\_\_ \$0.00

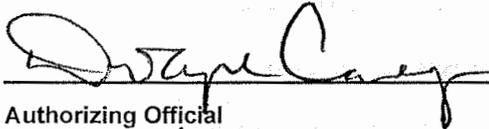
Total: \_\_\_\_\_ \$2,106.00

Telephone  
573-875-1111

Fax  
573-874-8953

Contract Period  
Effective: 10/01/2018  
Through: 09/30/2019

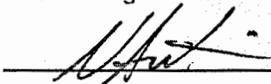
Prepared By  
Kliethermes, Mandy



Authorizing Official

Date

9-17-18



Project Director

Date

9/6/18

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 \$2,106.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

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

**I. RELATIONSHIP**

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

**II. GENERAL REQUIREMENTS**

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

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

**III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS**

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

**IV. EQUIPMENT**

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

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

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

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

**V. FISCAL RESPONSIBILITY**

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

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

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

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

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

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, ([https://www.fsrs.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)) by reporting to FSRS.gov for each sub-grant awarded:

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

**VII. TERMINATION**

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

**VIII. NONDISCRIMINATION**

(applies to subrecipients as well as States)

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

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

The State highway safety agency-

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

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

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

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

**IX. STATUTORY AND REGULATORY REQUIREMENTS**

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

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

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

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

**OPTION 1:**

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

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

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

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

**OPTION 2:**

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

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

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

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

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

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

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

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

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

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

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

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

The State will provide a drug-free workplace by:

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

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

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Certification (States)

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

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

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

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

Instructions for Lower Tier Certification

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

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

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

**XXV. BUY AMERICA ACT**

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

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

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

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles must be manufactured or assembled in the United States of America regardless of cost.

[www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf](http://www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf)

**XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

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

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

**XXVII. POLICY ON SEAT BELT USE**

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

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

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

## CONTRACT REQUIREMENTS

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

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

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

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

#### A. PROBLEM IDENTIFICATION

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

#### B. PROJECT ACTIVITIES

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

**C. PARTNERSHIPS**

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

**D. ALLOWABLE COSTS**

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

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

**E. DRUNK DRIVING ENFORCEMENT PROJECTS**

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

**F. SOBRIETY CHECKPOINTS**

Unless otherwise prohibited by state statute or appropriation,

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

## PROBLEM IDENTIFICATION

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Substance-impaired drivers contributed to 27 percent of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs continues to increase. Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 82 percent of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

There are several high schools and at least 3 college campuses in the Columbia/Boone County area, so we have a large youth (under 21 years of age) population. Members of the Boone County Sheriff's Department often encounter underage individuals that have been consuming intoxicants. It is also well known that youth have been able to purchase alcohol at locations within Boone County.

When looking at the Missouri state-wide statistics for "Missouri 21 and Under Driver Alcohol Involved Traffic Crashes" from 2014 - 2016, Boone County was ranked as the 5th highest county in the state and the City of Columbia is ranked as the 3rd highest city in the state.

## GOALS/OBJECTIVES

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### Core Performance Measure Goals

1. To decrease alcohol-impaired driving fatalities by 7.0 percent annually, resulting in a change to the 2014-2018 moving average from 242.8 (2011-2015 moving average) to 180.8 (2014-2018 moving average) by December 31, 2018.

### Other Performance Measure Goals

1. To decrease alcohol-impaired driving serious injuries by 4.0 percent annually, resulting in a change to the 2014-2018 moving average from 686.0 (2011-2015 moving average) to 549.5 (2014-2018 moving average) by December 31, 2018.

Our goal with this program is to help support the goal of decreasing the alcohol-impaired drivers under the age of 21. We believe by using this program to reduce the availability of alcoholic beverages to those less than 21 years of age it will help reduce the number of impaired drivers under the age of 21 on our roadways.



## PROJECT DESCRIPTION

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Deputies will conduct alcohol compliance checks at various businesses and/or events where alcoholic beverages are sold around Boone County. They will also conduct party patrols throughout Boone County, to deter under-age drinking at private residences/locations.

**SUPPLEMENTAL INFORMATION**

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<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
<p style="padding-left: 40px;">This project does not require a lot of manpower. Over the last few years we have used the majority of the grant money awarded for this project. We currently have several deputies who volunteer and enjoy conducting this enforcement.</p>	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
<p style="padding-left: 40px;">Over the last several years, the Boone County Sheriff's Department has been understaffed, which has created difficulties in filling overtime details. Our staffing has increased and we are hoping to be fully staffed in 2018. This will assist us in being able to fully expend the funds we are granted.</p>	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No

17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).

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

18 Total number of DWI violations written by your agency.	120
19 Total number of speeding violations written by your agency.	446
20 Total number of HVM violations written by your agency.	112
21 Total number of child safety/booster seat violations written by your agency.	18
22 Total number of safety belt violations written by your agency.	79
23 Total number of sobriety checkpoints hosted.	2

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

24 Total number of traffic crashes.	7206
25 Total number of traffic crashes resulting in a fatality.	54
26 Total number of traffic crashes resulting in a serious injury.	283
27 Total number of speed-related traffic crashes.	1215
28 Total number of speed-related traffic crashes resulting in a fatality.	15
29 Total number of speed-related traffic crashes resulting in a serious injury.	394
30 Total number of alcohol-related traffic crashes.	436
31 Total number of alcohol-related traffic crashes resulting in a fatality.	13
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	154
33 Total number of unbuckled fatalities.	24
34 Total number of unbuckled serious injuries.	48

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	60
36 Total number of commissioned patrol and traffic officers.	39
37 Total number of commissioned law enforcement officers available for overtime enforcement.	40

38	Total number of vehicles available for enforcement.	47
39	Total number of radars/lasers.	44
40	Total number of in-car video cameras.	47
41	Total number of PBTs.	35
42	Total number of Breath Instruments.	4

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

43 Identify primary enforcement locations.

The alcohol compliance checks will be conducted at various businesses and/or events where alcoholic beverages are sold around Boone County.

44 Enter the number of enforcement periods your agency will conduct each month. 1

45 Enter the months in which enforcement will be conducted.

The alcohol compliance checks will be conducted during random months throughout the year.

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

The alcohol compliance checks may be conducted on any day of the week; though they are likely to occur on Wednesday, Thursday, Friday or Saturday.

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

Primarily enforcement times will be late afternoon, early evening, and night time hours; however, we may conduct these occasionally during the daytime hours

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

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

No equipment was requested on this grant.

## PROJECT EVALUATION

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

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

Evaluation results will be used to determine:

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

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

Project will be evaluated through the vouchering process.

## ADDITIONAL FUNDING SOURCES

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Boone County Sheriff's Department Cyber Crimes Task Force - 2018 (SCCG-State Cyber Crimes Grant) 2018-SCCG-001 executed on 08/02/2017, project dates 06/01/2017 - 05/31/2018, awarded \$213,047.72

Missouri Internet Crimes Against Children Task Force Grant - 2017-MC-FX-K023, Awarded \$10,000 for equipment and/or training, 10/01/17 - 09/30/2018

Edward Byrne Memorial Justice Assistance Grant: 2014-DJ-BX-0502 (JAG) - BCSD Awarded \$18,494.40 - 10/1/2013 - 9/30/2017

Edward Byrne Memorial Justice Assistance Grant: 2015-DJ-BX-0784 (JAG) - BCSD Awarded \$15,255.60 - 10/1/2014 - 9/30/2018

Edward Byrne Memorial Justice Assistance Grant: 2016-DJ-BX-0842 (JAG) - BCSD Awarded \$14,470.00 - 10-1-2015 - 9-30-2019

**BUDGET**

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and Fringe	Overtime and fringe for deputies conducting compliance checks and/or party patrols.	54.00	\$39.00	\$2,106.00	\$0.00	\$2,106.00
					\$2,106.00	\$0.00	\$2,106.00
<b>Total Contract</b>					<b>\$2,106.00</b>	<b>\$0.00</b>	<b>\$2,106.00</b>

*AK JH*

## ATTACHMENTS

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<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	2016_OMB_Circular_A-1	02/08/2018
PDF	PDF Document	Youth Alcohol Enf grant 2	02/27/2018

Missouri Department of Transportation

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

August 17, 2018

Sheriff Dwayne Carey  
Boone County Sheriff's Dept.  
2121 County Dr.  
Columbia, MO 65202-9064

Dear Sheriff Carey:

Enclosed is a contract between the Highway Safety and Traffic Division and the Boone County Sheriff's Dept. for a HMV Enforcement project.

The project obligates \$18,530.00 in federal funds for the period October 01, 2018 through September 30, 2019. All expenditures should be claimed against project #19-PT-02-038.

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

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

If you have any questions concerning the project activity or reimbursement procedures, please contact Mandy Kliethermes, Senior System Management Specialist at 573-751-5434. We look forward to working with you and your staff.

Sincerely,



Jon Nelson  
Asst. to State Highway Safety Traffic Engineer

Enclosure



# CONTRACT

Form HS-1

Revision Reason: Other

Version: 4

05/21/2018

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

Project Title: HMV Enforcement  
Project Number: 19-PT-02-038  
Project Category: Police Traffic Services  
Program Area: Police Traffic Services

Funding Source: 402 / 20.600

Type of Project: Initial

Started: 10/01/2018

Name of Grantee  
Boone County Sheriff's Dept.Grantee County  
BooneGrantee Address  
2121 County Dr.  
  
Columbia, MO 65202-9064**Federal Funds Benefiting**

State:

Local: \_\_\_\_\_ \$18,530.00

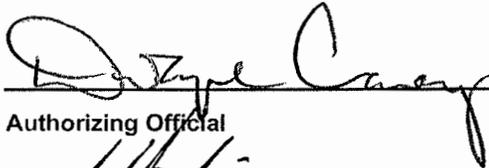
Total: \$18,530.00

**Source of Funds**  
Federal: \$18,530.00

State:

Local: \_\_\_\_\_ \$0.00

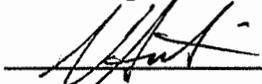
Total: \$18,530.00

Telephone  
573-875-1111Fax  
573-874-8953**Contract Period**  
Effective: 10/01/2018  
Through: 09/30/2019Prepared By  
Kliethermes, Mandy

Authorizing Official

9-17-18

Date



Project Director

9/6/18

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 \$18,530.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

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

**I. RELATIONSHIP**

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

**II. GENERAL REQUIREMENTS**

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

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

**III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS**

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

**IV. EQUIPMENT**

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

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

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

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

**V. FISCAL RESPONSIBILITY**

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

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

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

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

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

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, ([https://www.fsrs.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)) by reporting to FSRS.gov for each sub-grant awarded:

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

**VII. TERMINATION**

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

**VIII. NONDISCRIMINATION**

(applies to subrecipients as well as States)

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

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

The State highway safety agency-

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

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

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

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

**IX. STATUTORY AND REGULATORY REQUIREMENTS**

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

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

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

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

**OPTION 1:**

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

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

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

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

**OPTION 2:**

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

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

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

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

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

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

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

**XVIII. NONSEGREGATED FACILITIES**

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

**XIX. FUNDING ORIGATION AND AUDIT INFORMATION**

The MHTC funds the following NHTSA program areas:

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

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

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

The State will provide a drug-free workplace by:

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

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

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

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

Instructions for Primary Certification (States)

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

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

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

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

Instructions for Lower Tier Certification

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

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

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

**XXV. BUY AMERICA ACT**

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

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

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

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

**XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

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

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

**XXVII. POLICY ON SEAT BELT USE**

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

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

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

## CONTRACT REQUIREMENTS

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

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

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

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

#### A. PROBLEM IDENTIFICATION

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

#### B. PROJECT ACTIVITIES

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

**C. PARTNERSHIPS**

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

**D. ALLOWABLE COSTS**

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

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

**E. DRUNK DRIVING ENFORCEMENT PROJECTS**

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

**F. SOBRIETY CHECKPOINTS**

Unless otherwise prohibited by state statute or appropriation,

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



## PROBLEM IDENTIFICATION

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Aggressive driving can be any one of us, when we make the choice to drive over the speed limit; change lanes several times in a short distance and/or follow too closely. Aggressive driving is a costly decision, often made in an instant, but can have lifelong consequences. According to the National Highway Traffic Safety Administration, aggressive driving is when an individual commits a combination of moving traffic offenses so as to endanger other persons or property.

During the last five years, the combination of aggressive driving behaviors contributed to 53 percent of fatalities and 46 percent of serious injuries in Missouri. Speed-related conditions, including exceeding the speed limit and too fast for conditions, accounted for the most fatalities of all aggressive driving behaviors. Nearly 40 percent of all Missouri fatalities over the last five years were speed-related.

From January 2105 through December 2017, Boone County had 6,650 reported motor vehicle crashes and this number includes 54 fatal motor vehicle crashes. We know that more often than not, these motor vehicle crashes are caused, at least in part, by speeding, careless driving, inattention or other hazardous moving violations.

When looking at the probable contributing circumstances for the 6,650 reported motor vehicle crashes there are several that stand out. Below are the various probable contributing circumstances and the number (out of 6,650) of crashes that listed them as a probable factor in the crash.

Failed to Yield: 1,258 total  
Following too Close: 993 total  
Too Fast for Conditions: 889 total  
Distracted/Inattentive: 945 total  
Improper Lane use/Change: 873 total  
Violation Signal/Sign: 284 total  
Speed - Exceeded Limit: 230 total  
Improper Turn: 193 total  
Wrong Side (not passing): 109 total  
Improper Passing: 91 total

Core Performance Measure Goals

1. To decrease speeding related fatalities by 7.0 percent annually, resulting in a change to the 2014-2018 moving average from 304.2 (2011-2015 moving average) to 294.8 (2014-2018 moving average) by December 31, 2018.

Other Performance Measure Goals

1. To decrease aggressive driving-related fatalities by 7.0 percent annually, resulting in a change to the 2014-2018 moving average from 428.2 (2011-2015 moving average) to 430.9 (2014-2018 moving average) by December 31, 2018.

Goal:  
To support the state goal of decreasing hazardous moving violation driving related crashes to include fatality crashes .

Objective:  
Implement monthly enforcement details focusing on enforcing speeding violation and other hazardous moving violations.



## PROJECT DESCRIPTION

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The Boone County Sheriff's Department is planning to perform slowdown operation enforcement details every month from October 2018 through September of 2019. These "Operation Slowdown" details will be performed throughout Boone County with concentration on known problem areas and areas with high traffic volumes.

Our intention is to schedule an average of six "shifts" per month that are each 4 hours in length for an average of 24 hours per month. These six shifts may be grouped together to allow several deputies to work at the same time or they may be spread throughout the month. Our goal will be to address all observed violations with an emphasis on enforcing speeding violations and other hazardous moving violations, such as speeding, following too close, careless and imprudent driving, stop sign/red-light violation, failure to yield and lane violations.

We have traditionally divided the "Operation Slowdown" enforcement efforts between county maintained roadways and the state maintained roadways to include Interstate 70 and U.S. Highway 63, which historically have had a high number of serious and fatal traffic crashes. In 2017, Boone County had 16 fatal motor vehicle crashes. Of the 16 fatal crashes, 7 of them occurred within the City of Columbia and 8 occurred on State Highways outside of the City of Columbia.

Since almost half of Boone County's fatal crashes occurred within the City of Columbia, the Boone County Sheriff's Department intends to utilize the grant to fund additional enforcement efforts inside the City of Columbia throughout the 2018-2019 grant year.

We are also asking for funding to reimburse Boone County Joint Communications for costs for dedicated dispatcher/communications operator for HVM activities. Due to the increased workload these organized enforcement activities create for Boone County Joint Communications, they will often bring in a dedicated dispatcher/communications operator to work the details. We are asking for funding to cover 72 hours for dispatcher/communications operator costs throughout the grant year.

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
We have experienced unexpended balances, due to our staffing levels have been low the last couple of years. We are now almost fully staffed for 2018 and hope to be able to fill all of our details.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	

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

18	Total number of DWI violations written by your agency.	120
19	Total number of speeding violations written by your agency.	445
20	Total number of HMV violations written by your agency.	112
21	Total number of child safety/booster seat violations written by your agency.	18
22	Total number of safety belt violations written by your agency.	79
23	Total number of sobriety checkpoints hosted.	2

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

24	Total number of traffic crashes.	7206
25	Total number of traffic crashes resulting in a fatality.	54
26	Total number of traffic crashes resulting in a serious injury.	283
27	Total number of speed-related traffic crashes.	1215
28	Total number of speed-related traffic crashes resulting in a fatality.	15
29	Total number of speed-related traffic crashes resulting in a serious injury.	394
30	Total number of alcohol-related traffic crashes.	436
31	Total number of alcohol-related traffic crashes resulting in a fatality.	13
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	154
33	Total number of unbuckled fatalities.	24
34	Total number of unbuckled serious injuries.	48

Enter your agency's information below.

35	Total number of commissioned law enforcement officers.	60
36	Total number of commissioned patrol and traffic officers.	39
37	Total number of commissioned law enforcement officers available for overtime enforcement.	40
38	Total number of vehicles available for enforcement.	47
39	Total number of radars/lasers.	44
40	Total number of in-car video cameras.	47

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

## 43 Identify primary enforcement locations.

In analyzing the 7,206 motor vehicle crashes that occurred within Boone County 2014 – 2016, 790 (10.9%) occurred on Interstate 70, 820 (11.4%) occurred on US Highway 63, 487 (6.8%) occurred on County Roads, 2,545 (35.3%) occurred on other various state maintained roadways, and 2,564 (35.6%) occurred on City Streets.

Based on these numbers, and the fact that the Boone County Sheriff's Department is basically the only law enforcement agency conducting enforcement on county maintained roadways in Boone County, our slowdown operations and HMTV enforcement details will include enforcement efforts primarily focused on County Roadways, US Highway 63, Interstate 70, various state maintained roadways within Boone County and City Streets within the City of Columbia. Enforcement efforts will be performed in high traffic areas and areas known for violations and/or crashes throughout Boone County and the City of Columbia.

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

2

## 45 Enter the months in which enforcement will be conducted.

According to the statistics from 2014-2016, the frequency of crashes within Boone County ranged from 516 to 726 in any given month; therefore, the Boone County Sheriff's Department will conduct this enforcement year-round (October - September).

2014 - 2016 traffic crashes by month in Boone County:

January - 586  
 February - 655  
 March - 584  
 April - 536  
 May - 635  
 June - 518  
 July - 516  
 August - 580  
 September - 616  
 October - 726  
 November - 640  
 December - 614

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

According to the statistics from 2014-2016, motor vehicle crashes within Boone County are likely to occur Sunday through Saturday; however, 76% of the crashes occurred Monday through Friday. Most of our slowdown operations will be conducted Monday through Friday.

2014 – 2016 Traffic Crashes by day of week in Boone County:

Sunday - 753  
 Monday - 1,045  
 Tuesday - 1,013  
 Wednesday - 1,063  
 Thursday - 1,124  
 Friday - 1,284  
 Saturday - 890  
 Unknown - 34

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

According to the statistics from 2014 - 2016, approximately 73.9% (5,328) of the total number of traffic crashes and approximately 70.8% (860 of 1,215) of the speeding involved traffic crashes in Boone County occurred between the hours of 7:00 A.M. and 7:00 P.M. Based on these facts, most of our enforcement under this grant will be conducted between the hours of 7:00 A.M. and 7:00 P.M., though this may vary occasionally.

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

3

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

## PROJECT EVALUATION

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

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

Evaluation results will be used to determine:

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

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

Evaluations will be conducted via voucher submissions.

## ADDITIONAL FUNDING SOURCES

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Boone County Sheriff's Department Cyber Crimes Task Force - 2018 (SCCG-State Cyber Crimes Grant) 2018-SCCG-001 executed on 08/02/2017, project dates 06/01/2017 - 05/31/2018, awarded \$213,047.72

Missouri Internet Crimes Against Children Task Force Grant - 2017-MC-FX-K023, Awarded \$10,000 for equipment and/or training, 10/01/17 - 09/30/2018

Edward Byrne Memorial Justice Assistance Grant: 2014-DJ-BX-0502 (JAG) - BCSD Awarded \$18,494.40 - 10/1/2013-9/30/2017

Edward Byrne Memorial Justice Assistance Grant: 2015-DJ-BX-0784 (JAG) - BCSD Awarded \$15,255.60 - 10/1/2014-9/30/2018

Edward Byrne Memorial Justice Assistance Grant: 2016-DJ-BX-0842 (JAG) - BCSD Awarded \$14,470.00 - 10-1-2015-9-30-2019

**BUDGET**

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Equipment							
					\$0.00	\$0.00	\$0.00
Personnel							
	Overtime and Fringe	Overtime and fringe for deputies working the slowdown details and various HMV details under this grant.	288.00	\$39.00	\$11,232.00	\$0.00	\$11,232.00
	Overtime and Fringe	Overtime and fringe to reimburse the cost of a dedicated communications operator (dispatcher for the Slowdown / HMV details being conducted for this grant.)	72.00	\$34.00	\$2,448.00	\$0.00	\$2,448.00
					\$13,680.00	\$0.00	\$13,680.00
Training							
	Professional Development	LETSAC conference for BCSD deputies that have assisted in fulfilling the HMV grant funded details.	4.00	\$750.00	\$3,000.00	\$0.00	\$3,000.00
	Professional Development	Lifesavers	1.00	\$1,850.00	\$1,850.00	\$0.00	\$1,850.00
					\$4,850.00	\$0.00	\$4,850.00
<b>Total Contract</b>					<b>\$18,530.00</b>	<b>\$0.00</b>	<b>\$18,530.00</b>

## ATTACHMENTS

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<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	2016_OMB_Circular_A-1	02/08/2018
PDF	PDF Document	HMV grant 2018.pdf	02/27/2018

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned

Term. 20 18

In the County Commission of said county, on the 9th day of October 20 18

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Center Conference Room 301 by the Office of US Senator Clair McCaskill on October 18, 2018 from 9:45 am to 1:15 pm.

Done this 9th day of October, 2018.

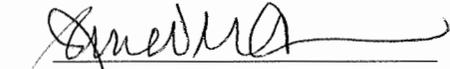
ATTEST:  
  
Taylor W. Burks  
Clerk of the County Commission

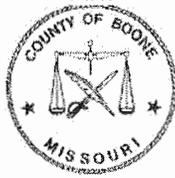


Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner



# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Office of US Senator Claire McCaskill

Address: 28 N 8<sup>th</sup> Street, Columbia, MO 65201

City: Columbia State: MO ZIP Code: 65201

Phone: 573-442-7130 Website: [mccaskill.senate.gov](http://mccaskill.senate.gov)

Individual Requesting Use: Dylan Hosmer-Quint Position in Organization: Staff Assistant

Facility requested:  Chambers  Room 301  Room 311  Room 332  Centralia Clinic

Event: "Office on the Road"

Description of Use (ex. Speaker, meeting, reception):

Date(s) of Use: October 18, 2018

Start Time of Setup: 9:45 AM

Start Time of Event: 10 AM

End Time of Event: 1 PM

End Time of Cleanup: 1:15 PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Dylan Hosmer-Quint, Staff Assistant

Phone Number: 573-442-7130 Date of Application: Oct 2, 2018

Email Address: [Dylan\\_hosmer-quint@mccaskill.senate.gov](mailto:Dylan_hosmer-quint@mccaskill.senate.gov)

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonecountymo.org](mailto:commission@boonecountymo.org).

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

County Clerk

DATE: 10.9.18

BOONE COUNTY, MISSOURI

County Commissioner