



County Commission

Regular Meeting Agenda

400 East Locust Street, Room 201

Union, MO 63084

<http://www.franklinmo.org/>

Tuesday, February 18, 2020

10:00 AM

Commission Chambers

Opening

I. Call to Order

II. Minutes Approval

1. Monday, February 10, 2020
2. Tuesday, February 11, 2020

III. Public Request for Discussion/Action

IV. Action Items

- a. Commission Order 2020-64** In the Matter of Approving and Authorizing Execution of the IV-D County Reimbursement Cooperative Agreement
- b. Commission Order 2020-66** In the Matter of Approving an Amendment to Commission Order No. 2020-59
- c. Commission Order 2020-67** In the Matter of Approving Change Request Number: GBS237552-6 From AT&T Network Integration Services
- d. Commission Order 2020-68** In the Matter of Approving and Authorizing Execution of An Agreement for Legal Services with Miranda Nickelson
- e. Commission Order 2020-69** In the Matter of Approving and Authorizing Execution of An Agreement for Legal Services with Charles Hurth
- f. Commission Order 2020-70** In the Matter of Approving and Authorizing Execution of An Agreement for Legal Services with Gordon Upchurch
- g. Commission Order 2020-71** In the Matter of Approving and Authorizing Execution of An Agreement for Legal Services with Christopher Jensen
- h. Commission Order 2020-72** In the Matter of Approving and Authorizing Execution of An Agreement for Legal Services with A. David Arand
- i. Commission Order 2020-73** In the Matter of Approving and Authorizing Execution of An Agreement for Legal Services with Belinda Becker
- j. Commission Order 2020-74** In the Matter of Approving and Authorizing Execution of An Agreement for Legal Services with Jill Rosloniec

- k. **Commission Order 2020-75** In the Matter of Approving and Authorizing Execution of An Agreement for Legal Services with Natalie Pollock
- l. **Commission Order 2020-76** In the Matter of Approving and Authorizing Execution of An Agreement for Legal Services with Paul Schmanke
- m. **Commission Order 2020-77** In the Matter of Approving and Authorizing Execution of An Agreement for Legal Services with Mary Zastrow-Hiatt
- n. **Commission Order 2020-78** In the Matter of Finding Certain Equipment as Surplus to the Needs of Franklin County and Further Authorizing the Disposal of Such
- o. **Commission Order 2020-79** In the Matter of Approving an Amendment to Commission Order No. 2020-57
- p. **Commission Order 2020-80** In the Matter of Approving an Amendment to Commission Order No. 2020-62
- q. **Commission Order 2020-81** In the Matter of Approving and Authorizing Execution of a Maintenance Contract with GovOffice Web Solutions
- r. **Commission Order 2020-82** In the Matter of Approving Applications of Certain Grants Utilized by the Franklin County Sheriff's Department
- s. **Commission Order 2020-83** In the Matter of Approving and Authorizing Acceptance of a Grant for the St. Patrick's Day DWI Enforcement Campaign
- t. **Commission Order 2020-84** In the Matter of Approving and Authorizing Acceptance of a Grant for the Youth Seat Belt Enforcement Campaign
- u. **Commission Order 2020-85** In the Matter of Approving an Amendment to Commission Order No. 2020-52
- v. **Commission Order 2020-86** In the Matter of Recognizing the Change in a Vendor's Name
- w. **Commission Order 2020-87** In the Matter of Apportionment of General Special Road and Bridge Fund Taxes Paid by Railroad & Utility Companies for the Year 2019 to Various Special Road Districts and Cities Within Franklin County
- x. **Commission Order 2020-88** In the Matter of Approving an Authorizing Execution of a Bill of Sale with Vanguard Truck Center for One Mack Granite Chassis Tandem Dump Truck with Plow and Spreader
- y. **Commission Order 2020-89** In the Matter of Approving and Authorizing Execution of a Bill of Sale with Don Brown Chevrolet for Two 2020 Chevrolet Silverado 4WD Trucks
- z. **Commission Order 2020-90** In the Matter of Approving and Authorizing Execution of a Bill of Sale with Elliott Data Systems, Inc. for the Purchase and Installation of a Video Surveillance Camera

- aa. Commission Order 2020-91** In the Matter of Approving and Authorizing Execution of a Contract for First Responder Comprehensive Services From Life Counseling Centers
- bb. Commission Order 2020-92** In the Matter of Authorizing Execution of a Quit Claim Deed in Favor of the City of Pacific, Missouri Pertaining to Certain Portions of Blossom Slope Subdivision
- cc. Commission Order 2020-93** In the Matter of Approving the Consent Agenda and all the Items Listed Thereon
- dd. Commission Order 2020-94** In the Matter of Approving and Authorizing Execution of An Agreement for Family Therapy Services with William J. Cunningham

V. Discussion Items and Reports

- A.** Elected Official and Departmental Reports (as needed)
- B.** Commission Discussion

VI. Adjournment



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, February 18, 2020
Contract/Agreements

**IN THE MATTER OF APPROVING AND
AUTHORIZING EXECUTION OF THE IV-D COUNTY
REIMBURSEMENT COOPERATIVE
AGREEMENT**

WHEREAS, Franklin County through Child Support Enforcement Division of the Prosecuting Attorney's Office has an ongoing relationship with the State of Missouri, Department of Social Services; and

WHEREAS, it is necessary to renew the Contract for Services with the Department of Social Services in order for Franklin County to remain current and eligible.

IT IS THEREFORE ORDERED that the Contract for Services with the State of Missouri, Department of Social Services is hereby approved and that Tim Brinker, Presiding Commissioner, is authorized to execute said Agreement on behalf of Franklin County.

IT IS FURTHER ORDERED that two (2) executed copies of said Agreement and a copy of this Order be provided to State of Missouri Department of Social Services and a copy of this Order and said Agreement be provided to Matthew Becker, Prosecuting Attorney; Bill Miller, Circuit Clerk; and Mark Piontek, County Counselor.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

Contract For Services



Missouri Department of Social Services
Division of Finance & Administrative Services
Purchasing Unit
P.O. Box 1643
Jefferson City, MO 65102

Contract #: ER10220C032

Title: IV-D County Reimbursement Cooperative Agreement

Contract Period:

January 1, 2020 through December 31, 2022

The Department of Social Services desires to contract for the services described herein. All terms, conditions, and prices contained herein shall govern the performance of this contract.

Contractor/County Information:

County Name: County of Franklin
Mailing Address: 15 South Church, Room 300
City, State Zip: Union, MO 63084
State Vendor #: 43600134504

County Level Designation:	Level C
Multi-County Project Name (if applicable):	Union

Contractor Contact Person Name and Title: _____

Contact Person E-Mail Address: _____

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*The undersigned hereby agrees to provide the services and/or items, at the prices stated, pursuant to the requirements of this document and further agrees that when this document is countersigned by an authorized official of the Missouri Department of Social Services, a binding contract shall exist between the contractor and the Department of Social Services.*

*The authorized signer of this document certifies that the contractor (named below) and each of its principals (as defined by 2 CFR 180) are not suspended or debarred by the federal government.*

**In witness thereof, the parties below hereby execute this agreement.**

|                                                            |              |       |
|------------------------------------------------------------|--------------|-------|
| _____                                                      | _____        | _____ |
| Authorized Signature for the Circuit Clerk                 | Name & Title | Date  |
| _____                                                      | _____        | _____ |
| Authorized Signature for the Prosecuting Attorney          | Name & Title | Date  |
| _____                                                      | _____        | _____ |
| Authorized Signature for the County Commissioner/Executive | Name & Title | Date  |
| _____                                                      | _____        | _____ |
| Authorized Signature for the Department of Social Services | Date         |       |

## **1 Introduction and Background Information**

- 1.1 The Missouri Department of Social Services, Family Support Division (Department) hereby enters into this cooperative agreement with the County of Franklin (hereinafter "County") by their respective office holders, including the Prosecuting Attorney, Circuit Clerk and Presiding Commissioner for the reimbursement of IV-D child support services.
- a. For the purpose of this cooperative agreement the term "contractor" shall refer to the "county"; and
  - b. For the purpose of this cooperative agreement the term "contract" shall mean the same as "cooperative agreement",
  - c. For the purpose of this cooperative agreement, the Prosecuting Attorney's Office in a single county, or the Prosecuting Attorney's Office of the host county of a Multi-County project, provides the IV-D casework services. The Circuit Clerk's office in the county exchanges information in the Missouri Automated Child Support System (MACSS) and provides requested court documents to the Department, including, but not limited to certified copies of orders for this cooperative agreement.
- 1.2 The Department issues contracts for these services under the authority of an Expenditure Registration System (ER102) issued to the Department by the State of Missouri Office of Administration.
- 1.3 The mission of the Department of Social Services, Family Support Division is "We will lead the nation in building the capacity of individuals, families, and communities to secure and sustain healthy, safe, and productive lives."
- 1.4 The Department, under Title IV-D of the Social Security Act, and under section 454.400, RSMo, has been delegated the responsibility for the development and administration of a statewide program to establish and enforce support obligations for children receiving Temporary Assistance for Needy Families (TANF) benefits under Part IV-A, Title XIX Medical assistance, benefits or services for foster care maintenance under Part IV-E and for any other child, if an individual applies for such services with respect to such child.
- 1.5 The contract period shall be from January 1, 2020 through December 31, 2022.

## **2 General Performance Requirements**

- 2.1 The contractor shall provide services to the Department, in accordance with the provisions and requirements stated herein.
- 2.2 Services reimbursed by the Department shall consist only of those services described herein, as authorized by the Department and allowable according to federal regulations.
- 2.3 The contractor shall coordinate all contract activities with designated representatives of the Department. The contractor shall designate an employee of the contractor as the contact person who will service the contract and to whom all notices from the Department will be sent.
- 2.4 Correspondence: Within five (5) days of a change in the contractor's contact person, the contractor shall provide the Department with the name, address, electronic mail (e-mail) address, and telephone number of the contractor's contact person servicing the contract.
- a. The contractor understands that e-mail will be used to transmit contract documents and other correspondence from the Department to the contractor.
  - b. The contractor must obtain a state e-mail address.
  - c. Any such emails containing information regarding specific cases should be submitted utilizing the state e-mail address or each message must be encrypted pursuant to the Department's Missouri Child Support Procedural Manual.
  - d. It shall be the responsibility of the contractor to ensure the timely review and response to e-mails. The contractor's contact person must utilize their state e-mail at least every 30 days. This will ensure continued access to the state e-mail system.
- 2.5 Contractor's Personnel

- 2.5.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA), P.L. 104-208, 110 Stat. 3009, and INA Section 274A (8 U.S.C. §1324a).
- a. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent (25%) of the total amount due to the contractor.
  - b. The contractor shall fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
  - c. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:
    - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; and
    - 2) Provide to the Department the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; and
    - 3) Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 2.6 Subcontractors: Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that:
- a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and
  - b. shall not henceforth be in such violation, and
  - c. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- 2.7 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the contractor meets the section 285.525, RSMo definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the contractor must affirm the contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The contractor shall complete applicable portions of Exhibit # 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit # 1 must be submitted prior to executing the contract.
- 2.8 Debarment Certification

- 2.8.1 The contractor certifies by signing the signature page of this original document and any amendment signature page(s) that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs.
- 2.8.2 The contractor must complete and submit Exhibit #2, Certification Regarding Debarment, prior to executing the contract.
- 2.9 Subrecipient Determination and Requirements
- 2.9.1 For the purposes of this contract, the contractor has been determined to be a subrecipient of federal funds.
- 2.9.2 The contractor shall comply with Federal Funds Subrecipient Requirements, attached hereto as Attachment A.
- 2.9.3 As used in Attachment A, the term "subrecipient" shall refer to the contractor and the term "state agency" shall refer to the Department.
- 2.10 Registration of Business Name
- 2.10.1 The contractor must complete and submit Exhibit #3, Registration of Business Name (if applicable) with the Missouri Secretary of State, prior to award of contract.

### **3 Specific Performance Requirements**

#### **3.1 General Program Requirements**

- 3.1.1 Pursuant to 13 CSR 40-108.040, and for the purpose of this contract, the following definitions shall apply:
- a. Level A County – A county which is designated to have sole responsibility for the entire operation of the IV-D program in that county and also performs specific legal functions on cases referred to them by the Department.
  - b. Level B County – A county in which the prosecuting attorney is designated to have sole responsibility for a specific portion of the IV-D program in that county and also performs specific legal functions on cases referred to them by the Department.
  - c. Level C County – A county in which the Department is designated to have sole responsibility for the entire operation of the IV-D program, in that the contractor performs specific legal functions on cases referred to them by the Department.
  - d. Multi-County Project – A designated group of Level C counties that have individually entered into a contract with the Department to perform judicial IV-D duties, with one county acting as the Host Level C county. The Host County is responsible for referrals assigned to all counties within the project.
  - e. Referral or Referred Cases – Any child support case under the state IV-D program sent to the Prosecuting Attorney by the Department for a requested action, and shall include all cases requiring legal referral for "requested action" pursuant to the Department's Missouri Child Support Procedural Manual.  
<https://dssintranet.mo.gov/dss-fsd-child-support/child-support-manual/>
- 3.1.2 Pursuant to 13 CSR 40-108.040, the Department has identified the contractor's County Level designation(s) on the signature page of the contract. The contractor shall provide services for each IV-D case in accordance with the requirements stated herein, including any additional requirements specified in Attachment B (IV-D County Additional Requirements), as applicable.
- 3.1.3 The Department is vested with the sole ownership, control and authority of the IV-D program in Missouri. The policies and procedures adopted by the Department are controlling for all administrative IV-D activities and purposes to be performed by the contractor. Nothing in this subsection is intended to supersede the prosecuting attorney's requirements to follow all applicable state and federal laws and regulations and the Missouri Rules of Professional Conduct.
- a. The Department policies and procedures can be located at:  
<https://dssintranet.mo.gov/dss-fsd-child-support/child-support-manual/>

- 3.1.4 No provisions of this contract shall be construed to alter the statutory, constitutional or common law powers and duties of the Prosecuting Attorney, including but not limited to, the power to use his/her discretion in determining the course of action to be taken in a case.
- 3.1.5 The contractor shall maintain records as required by the Department and federal regulations, including 45 CFR 302.15, 45 CFR part 74 and 45 CFR part 75.361.
- 3.1.6 The contractor shall not subcontract with any other business, organization, or governmental body to perform any or all portions of the requirements stated herein without the prior written approval of the Department.
- 3.1.7 All outside child support inquiries, with the exception of inquiries made by persons receiving support or persons paying support on their own cases, (e.g. media, legislator, vendor, and other governmental agencies) made to the contractor regarding the statewide child support program, its policies, procedures or performance shall be forwarded to the Department for response.
- a. In the event the Department must formally respond to an inquiry, at the request of the Department, the contractor must within five (5) business days draft a response or provide all necessary case information in order for the Department to respond.
  - b. When requested by the Department, the contractor shall provide a written response to outside inquiries, and must provide the Department a copy within five (5) business days of the request.
- 3.1.8 The contractor may respond appropriately to all media and/or legislative inquiries made to the contractor regarding the contractor's program and IV-D cases which judicial actions are to be pursued by the contractor. The contractor shall provide notice of a contractor program inquiry and its response immediately to the Department. Responses shall not include information about the contract, the statewide child support program, its policies, procedures or performance.
- 3.1.9 The contractor shall notify the Department by e-mail of the following personnel changes: within three (3) business days of an employee's start date, the names and necessary forms for access to state systems of all new personnel; and within three (3) business days of personnel departures.
- 3.1.10 The contractor's employees shall utilize the Department's Microsoft Outlook system for electronic mail (e-mail) for contract documents and other correspondence related to the referrals of cases and related case activity pursuant to this contract. Access to this Microsoft Outlook system for electronic mail should occur at least once every thirty (30) days to avoid disruption of the access.

### 3.2 Prosecuting Attorney's (PA) Office Responsibilities

- 3.2.1 The PA must take action pursuant to Chapters 210, 452, and 454 RSMo and within the time frames specified in 13 CSR 40-108.040 on all cases referred to them from the Department. Case action shall include, but is not limited to:
- a. Filing a co-respondent petition when the custodian fails to cooperate in paternity action; and
  - b. Filing a legal action criminally or civilly, including pursuing arrears due the Department without the cooperation of the person receiving support.
    1. However, the following exceptions apply for enforcement cases:
      - i. If the PA takes an action(s) that results in a support payment posting to the case within the first counted sixty (60) days, then the requirement to file a legal action is satisfied by this substitution.
      - ii. If the PA refers the person paying support to a state-approved diversion program and that person enrolls and participates within the first counted sixty (60) days, then the requirement to file a legal action is satisfied by this substitution.
    2. In both of the above exceptions, the PA should not return the referral, but monitor the person paying support's compliance. If the person paying support ceases to pay under an enforceable order, or once participation in a state-approved diversion program ends and the case is not in paying status, then the PA shall pursue the referral, if appropriate, by filing a legal action.
    3. Both of these exceptions shall be recorded with FSD in the Missouri Automated Child Support System (MACSS) and via the PA judicial statistics website.

- 3.2.2 The PA shall meet stricter time requirements than those specified herein upon notification by the Department of any change(s) in federal law or regulation requiring the stricter time-frames.
- 3.2.3 The PA shall be responsible for all direct communication regarding the actions taken pursuant to a referral with the person receiving support, the person paying support, and, if ethically appropriate based upon the rules bound by the Missouri Bar, the attorney(s).
- 3.2.4 The PA shall use the Department's Missouri Automated Child Support System (MACSS) to:
- a. accept referrals from the Department;
  - b. record all IV-D activities;
  - c. comply with the requirements of 13 CSR 40-108.040;
  - d. document the reason for return or rejection of any referral for any reason upon closing and returning the referral; and
  - e. enter order information after registering foreign orders for enforcement or modification (All counties except non-Host Level C counties within a multi-county project).
- 3.2.5 The PA's personnel shall attend all training courses identified mandatory training by the Department.
- 3.2.6 The PA shall retain and monitor referrals accepted for enforcement for a time sufficient to show consecutive months of support payments were made and those payments indicate that continuing compliance is more likely than not.
- a. At a minimum, the PA shall monitor payments:
    1. Not less than 3 months after initial judicial action completed if the person paying support has complied with the Judgment of Contempt or Judgment of Guilt.
    2. Not less than 6 months for all other cases.
  - b. If payments have not been made in consecutive months in compliance with a purge or probation order or a voluntary agreement with the PA, then the PA shall take the next legal action available to attempt to collect payments on the case.
  - c. Referrals may be ended and returned in cases where it is known that the person paying support cannot make payments as ordered due to incarceration, disability, or in cases that are dismissed by the court.
- 3.2.7 The PA shall return referrals to the Department when there is lack of jurisdiction, a conflict of interest exists, no reasonable legal remedy is available, the referral packet is incomplete and the Department fails to provide necessary information requested by the contractor within fourteen (14) calendar days, at the request of the Department if nothing has yet been filed with the court, or in other extenuating circumstances upon mutual agreement between the Department and the contractor.
- a. The PA must return referrals within fifteen (15) calendar days of request of the Department.
- 3.2.8 The PA shall have the same authority as referenced in the child support policy procedural manual as Department personnel to forgive or reduce unreimbursed assistance paid by the Department prior to the entry of an order for child support. The contractor shall not have the authority to forgive or reduce post-judgment principal or arrearages or to agree to forgive or reduce post-judgment principal or arrearages assigned to the Department, or judgments or arrearages due to the family. The PA may only agree or consent to forgive or reduce post-judgment principal or arrearages after obtaining settlement authority and settlement approval from the Director or the Deputy Director of the Family Support Division.
- 3.2.9 The PA may petition for a judgment against the person paying support in all actions that include declaration of paternity for the cost of genetic testing paid directly or indirectly by the Department. Judgments for genetic testing must reflect that payment is made to:

FSD Genetic Testing Unit  
P.O. Box 2320  
Jefferson City MO 65102

- 3.2.10 Pursuant to the Supreme Court Rule 88.01, the PA shall apply the child support guidelines in all cases referred by the Department to establish a support obligation. Any deviation from the required MO Form 14, Child Support Calculation Worksheet, must be noted in the child support order; in MACSS; and the information must be forwarded to the Department's office currently designated in MACSS.
- a. The MO Form 14 can be found at:  
<https://www.courts.mo.gov/file.jsp?id=114613>
- 3.2.11 The PA shall review its "Referral Checklist" at least once per year by December 31<sup>st</sup> on the Department's intranet site (<http://dssweb.cds.state.mo.us/fsd/training/CSE/PA/LegalReferralReq/index.htm>). Any and all changes that need to be made shall be coordinated through the Department's Prosecuting Attorney MACSS Liaison.
- 3.2.12 The PA shall not represent any interested party other than the Department in any matter referred to the contractor.
- 3.2.13 Pursuant to section 568.040 RSMo, the contractor shall report to the Department on a quarterly basis (April 15<sup>th</sup>, July 15<sup>th</sup>, October 15<sup>th</sup>, and January 15<sup>th</sup>) the number of charges filed and convictions obtained. The PA must submit the report in the format and manner specified by the Department.
- a. For purposes of this cooperative agreement, the term "conviction" is defined as dispositions of an original felony/misdemeanor criminal charge. Dispositions include that the person paying support has:
1. plead to a suspended imposition of sentence; or
  2. plead to a suspended execution of sentence; or
  3. plead guilty and was sentenced; or
  4. was convicted after trial.
- b. Convictions defined and recorded here do not include subsequent orders on the same criminal case occurring after a probation violation hearing or motion to revoke probation.
- 3.2.14 The PA shall submit Prosecuting Attorney Judicial Statistics on the Department's intranet site (<https://apps.dss.mo.gov/macCriminalNonSupport>) such statistics include those required under section 568.040 RSMo and any other statistical data requested by the Department.
- 3.2.15 The PA shall inform the Department of any adverse decision made by the Court on a referral handled by that PA where it is the PA's legal opinion that the adverse decision is contrary to established law affecting the child support program. The harmed party may be the State, or a party to the underlying case, or both. This notification should be a timely email to the Department's Prosecuting Attorney Liaison and will include a written recommendation regarding whether an appeal is appropriate based on the law and the facts and the reasoning behind the recommendation. The Department will review the recommendation and make a final determination regarding whether the case should be appealed.
- 3.2.16 If a subpoena is received by the PA, or their personnel, on a child support case assigned or referred to the PA's office, a copy of the subpoena is to be sent by email to FSD Legal Counsel and the Department's Prosecuting Attorney Liaison. The subject line of the email should include the following: subpoena, person paying support's name and IV-D case number. The Department will send out annual notices of the correct email addresses for PAs to use for forwarding subpoenas to FSD.
- 3.3 Circuit Clerk (Clerk) Responsibilities
- 3.3.1 The Clerk shall utilize MACSS:
- a. to the extent required by Chapters 452 and 454 RSMo, on all child support and/or spousal support cases; and
- b. pursuant to section 454.412 RSMo, to enter such information as is required for the state case registry.
- 3.3.2 The Clerk shall provide the Missouri Department of Health and Senior Services, Bureau of Vital Records, with certified copies of all orders establishing paternity in accordance with section 454.485 RSMo within ten (10) business days of the filing date of the order.
- 3.3.3 The Clerk shall comply with 45 CFR 304.50 for the treatment of program income in such a manner that the Department meets its state plan requirements for the federal Office of Child Support Enforcement (OCSE).

- 3.3.4 The Clerk shall not charge any fees to the Department, or any attorney bringing action pursuant to a referral by the Department, for requests of copies, filing of any action or document necessary to establish paternity, or to establish, modify or enforce a child support obligation. (§454.445 RSMo) The Clerk must complete all requests within ten (10) calendar days.
- 3.4 Department Responsibilities
- 3.4.1 The Department will refer appropriate IV-D cases to the contractor for establishment, enforcement, modification or outgoing cases pursuant to the Uniform Interstate Family Support Act (UIFSA).
- 3.4.2 The Department will review MACSS and [www.courts.mo.gov/casenet](http://www.courts.mo.gov/casenet) for case information before making a status inquiry to the contractor.
- 3.4.3 Pursuant to section 454.440 RSMo, the Department will provide federal and state parent locator services to the contractor.
- 3.4.4 The Department will use its best effort to provide proper notice to the contractor of any proposed rule or regulation impacting the child support program, pursuant to section 454.400 RSMo.
- 3.4.5 The Department, with the assistance of the state's Information Technology Services Division (ITSD), will provide the following services:
- a. Installation and problem resolution assistance for personal communication software/TN3270 Plus;
  - b. Problem resolution assistance for MACSS-related printing problems;
  - c. Problem resolution assistance for Outlook e-mail as it relates to communication with the Department on child support activities;
  - d. Microsoft Office application assistance related to child support business; and
  - e. Problem resolution assistance for Intranet and Internet application assistance related to child support business.
- 3.4.6 The Department, with the assistance of ITSD, will provide user ID's and passwords for the contractor's staff, assigned to carry out the requirements stated herein, within five (5) business days of receipt of the request. Contractor's requests for user IDs and passwords must be submitted through the Department's online security access unit or the PA MACSS Liaison.
- 3.4.7 The Department will notify the contractor, or their designee of the following information:
- a. Key personnel changes at the Department;
  - b. Statewide statistical data;
  - c. Missouri's annual federal self-assessment audit compliance reports;
  - d. MACSS changes;
  - e. Policy(s) issued; and
  - f. All program-related information distributed to Department supervisors or managers.
- 3.5 Fiscal Requirements
- 3.5.1 The contractor shall appropriate a sufficient amount of funds in accordance with the performance standards required pursuant to 13 CSR 40-108.040.
- 3.5.2 The contractor shall ensure that the only federal funds certified for use under this contract are federal revenue sharing funds available for this purpose.
- 3.5.3 The contractor shall submit an annual budget request on or before July 1<sup>st</sup> of each year to the Department for approval. Annual electronic budget forms will be provided to the contractor no later than May 1<sup>st</sup> each year. The contractor shall utilize the annual budget form to submit the PA's annual budget request.
- a. The contractor shall send any comments to their representative at Missouri Office of Prosecution Services (MOPS) and/or Missouri Association of Prosecuting Attorneys (MAPA) and shall immediately send a copy of the comments to the Department's Prosecuting Attorney Liaison.

- b. If the Department proposes any different review, method, or calculation formula to determine the next annual budget for the contractor, then the contractor shall have fifteen (15) calendar days to provide comments on the proposed changes in the calculations. The MOPS and/or MAPA representative shall have an opportunity to discuss the changes in calculations with the Department before final application of the review, method, or calculation formula is made to the budgets of the counties.
- c. The contractor shall refer to Section 4 of Attachment A to determine the amount of indirect costs they may be reimbursed.
- d. The contractor must submit the annual budget request via e-mail to the Department's Prosecuting Attorney Liaison.

- 3.5.4 Pursuant to section 454.405 RSMo, the contractor shall furnish office space and other administrative requirements. The contractor must receive prior written approval from the Department for any office space leased from the private sector. The contractor shall acquire space from the private sector in accordance with sections 105.454, and 50.660 RSMo, and 13 CSR 40-3.010(5) (A).
- 3.5.5 The contractor shall receive prior written approval from the Department for purchases of equipment with an initial cost of twenty-five hundred dollars (\$2,500) or more which are necessary for fulfillment of the contract requirements in accordance with 13 CSR 40-3.010(5)(D).
- 3.5.6 The contractor shall receive prior written approval from the Department for out-of-state travel for child support training. Out of state travel for training is limited to two people one time per year per office.
- 3.5.7 Pursuant to 13 CSR 40-3.010(3)(G), the contractor shall receive prior written approval from the Department for out-of-state travel for performance of reimbursable child support activities, excluding training, and shall abide by the same expenditure reimbursement limitations as the Department imposes on its personnel.
- 3.5.8 The contractor may request reimbursement for in-state trainings that are determined to be sufficiently program-related. The Department will pay approved reimbursement at the current Federal Financial Participation (FFP) rate.
- 3.5.9 Allowable costs for travel and per-diem will be reimbursed at rates as defined by State of Missouri Travel Regulations <http://www.oa.mo.gov/acct>
- 3.6 Audits, Monitoring and Compliance-Financial
- 3.6.1 The contractor shall provide, to the Department, copies of all notices and reports as described herein of any audit performed by another entity to the following address:
  - Department of Social Services, Family Support Division
  - County Reimbursement Unit
  - 615 East 13<sup>th</sup> Street, Room 204-2
  - Kansas City, MO 64106
- 3.6.2 The Department may conduct financial reviews to determine whether funds received by the contractor were used in accordance with the requirements stated herein, state law and federal regulations governing authorized IV-D expenditures.
- 3.6.3 The contractor shall make available all appropriate financial records to the authorizing representatives conducting the review.
- 3.6.4 Reimbursements to the contractor shall, in all cases, be subject to an adjustment after a financial review as follows:
  - a. If the Department reimbursed the contractor in a previous budget year an amount greater than allowed, then the Department may reduce the contractor's budget in the following budget year after providing thirty (30) days written notice to the contractor of its intent to do so.
  - b. A reduction to the contractor's budget as a result of an adjustment pursuant to an audit finding shall be treated as a one-time reduction and not an automatic permanent reduction of the contractor's budget for future budget amount projections.

- c. The contractor shall submit a written reimbursement request and statement of explanation, when requesting an amount in excess of the approved budget amount. The Department must acknowledge the PA request in writing within thirty (30) days, and then advise the PA in writing when a decision is made.

3.6.5 The Department reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the Department determines the contractor to be at high-risk for non-compliance, the Department shall have the right to impose special conditions or restrictions. The Department will provide written notification to the contractor if the Department determines that it will impose any special conditions or restrictions. The special conditions or restrictions may include, but are not limited to, those conditions specified below:

- a. Requiring additional, more detailed financial reports or other documentation;
- b. Additional contract monitoring;
- c. Requiring the contractor to obtain technical or management assistance; and/or
- d. Establishing additional prior approvals from the department.

### 3.7 Audits, Monitoring and Compliance-Performance

3.7.1 The Department reserves the right to complete audits to determine the reliability of data provided by the contractor for data used to compute federal IV-D performance measures and other performance measures outlined in this contract.

3.7.2 The audits may include, but are not limited to, remote review of data entered into MACSS or on-site audits of hardcopy or electronic case records. The contractor shall maintain individual case records adequate to permit evaluation of the progress of each case. Such case records shall be in accordance with 45 CFR 302.15 (a) and 303.2(c) and shall include, at a minimum, the following:

- a. Original referral documentation;
- b. Record of all relevant contacts with the parties to the action; and
- c. Record of all legal action.

3.7.3 The Department will measure the contractor's performance in accordance to 13 CSR 40-108.040 for cases referred from the Department for legal action. The Department shall conduct compliance reviews for this purpose solely on the case information contained in MACSS.

3.8 Prosecuting Attorney Compliance: Pursuant to 13 CSR 40-108.040, the Department will take the following actions should the Prosecuting Attorney fail to comply with the performance requirements as stated herein:

- a. The Department will send written notice to the Prosecuting Attorney identifying non-compliance with policies and procedures, requirements, or regulations for the safeguarding of federal tax information, performance measures, data reliability or program compliance audits.
- b. The Prosecuting Attorney must submit, within thirty (30) calendar days, a written corrective action plan to the Department for approval. The corrective action plan must contain specific actions and timeframes to bring the Prosecuting Attorney back into compliance.
  - 1) The Department reserves the right to terminate the contract should the Prosecuting Attorney fail to submit and implement an approved corrective action plan or fail to achieve compliance with the terms and conditions stated herein.
- c. The Prosecuting Attorney shall attend necessary and required training when determined to be non-compliant with program performance standards.

### 3.9 Federal Tax Information

3.9.1 The contractor and any subcontractors shall comply with IRS Publication 1075 Security Guidelines to specifically include, but not limited to, the requirement to notify the state agency immediately, but no later than twenty-four (24) hours after identification of a possible security issue involving Federal Tax Information (FTI) as required by IRS Publication 1075, paragraph 10.4. Further, the contractor shall comply with the federal tax information requirements stated in the Assurance of Safeguarding IRS/SSA Restrictions/Penalties (Exhibit #5) document attached hereto. In addition, the contractor shall:

- a. require all new hire and tenured personnel to certify and complete the Department's security policy and IRS penalties for unauthorized disclosure of federal tax information. The training can be located at: (<https://apps.dss.mo.gov/FSDIRSSafeguardingForms/>)
- b. complete and print the electronic *Internal Inspections Report* annually (<https://apps.dss.mo.gov/FSDIRSSafeguardingForms/>) and retain for five (5) years;
- c. not send or receive any federal tax information by electronic mail (e-mail) or facsimile;
- d. not disclose or release any form of protected federal tax information to any attorney representing a person paying support in the referred case under the contractor's control;
- e. provide a visitor access log that must not contain personal identification information (i.e. social security number, case number, or other personal identifying information) that may be viewable by other visitors; provide all visitors with visitor badges; and all visitors must be accompanied by contractor personnel at all times;
- f. only provide key/combination locks to authorized personnel that have a need to access federal tax information; maintain key/combination accountability records; change key/combination locks when authorized personnel changes occur or at a minimum annually; and
- g. immediately report an unauthorized inspection or disclosure of federal tax information via e-mail or hardcopy, including breaches and security incidents, to the compliance coordinator or designee. Currently the compliance coordinator can be contacted at [angela.r.terry@dss.mo.gov](mailto:angela.r.terry@dss.mo.gov).

## **4 General Contractual Requirements**

### **4.1 General**

- 4.1.1 The contract shall consist of any and all of the following documents, as applicable:
  - a. an original contract document; and
  - b. any subsequent amendments to the contract.
- 4.1.2 This contract shall be construed according to the laws of the State of Missouri and shall govern the terms and conditions of the contracted services provided to clients of the Department by the contractor.
  - a. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- 4.1.3 The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract.
- 4.1.4 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.
- 4.1.5 This contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular supplies and/or services purchased or procured by the contractor in the fulfillment of the contract.
- 4.1.6 The contractor certifies that the contractor and each of its principals (owners, director and others as defined by 45 CFR Part 76) are not suspended or debarred from contracting with the federal government.
  - a. In the event the contractor or any of its principals become suspended or debarred during the contract period, the contractor shall immediately send written notification to the Department.
  - b. Suspension or debarment of the contractor, or failure by the contractor to provide written notification of suspension or debarment to the Department, may result in immediate termination of the contract.
- 4.1.7 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department.

### **4.2 Amendment, Termination and Renewal**

- 4.2.1 The contract shall not bind, nor purport to bind, the Department for any commitment in excess of the original contract period.
- 4.2.2 Funding for the contract must be appropriated by the Missouri General Assembly for each fiscal year included within the contract period. Therefore, the contract shall not be binding upon the Department for any period in which funds have not been appropriated, and the Department shall not be liable for any damages or costs, including attorney's fees, associated with termination caused by lack of appropriations.
- a. The Department reserves the right to terminate the contract, without penalty or termination costs, if such funds are not appropriated or available.
  - b. In the event funds are not appropriated or available for the contract, the contractor shall not prohibit or limit the Department's right to pursue alternate contracts, as necessary, to conduct state governmental affairs.
  - c. The provisions of the above paragraphs shall apply to any amendment or the execution of any option to extend the contract.
- 4.2.3 Any change, whether by modification and/or supplementation, shall be accomplished by a formal, written contract amendment. Oral agreements or agreements confirmed by e-mail or otherwise to modify the contract shall not be enforceable.
- 4.2.4 The Department shall have the right, at its sole option, to renew the contract by written notice to the contractor. In the event the Department exercises its renewal option, all terms, conditions and provisions of the original contract and any subsequent amendments shall remain in effect and shall apply during the renewal period.
- 4.2.5 The contract may be terminated by either party, with or without cause, by giving sixty (60) days advance written notice to the other party at its principal address. The termination shall be effective sixty (60) days from the date of notice or the date specified in the notice. The Department reserves the right to withdraw any or all of its cases before the end of the sixty (60) day period, if applicable.
- 4.2.6 **Breach:** The Department may terminate the contract for breach of contract by providing the contractor with written notice of termination.
- a. The termination shall become effective on the date specified in the notice.
  - b. At its sole discretion, the Department may give the contractor an opportunity to cure the breach.
  - c. The Department shall not be required to pay for services rendered or goods provided after the effective date of the termination of the contract.
- 4.2.7 Any written notice to the contractor shall be deemed sufficient when deposited in the United States Postal Service mail postage prepaid, transmitted by facsimile, electronic mail, or otherwise delivered to an authorized employee of the contractor or the contractor's principal place of business.
- 4.2.8 In the event of termination all case records, documentation, data, reports, supplies, equipment and accomplishments prepared, furnished, acquired or developed by the contractor as a direct requirement specified in the contract shall become the property of the Department.
- a. Upon termination of the contract, the contractor shall maintain, store, transfer, dispose and provide for the authorized release of all case records, documentation, data, reports, supplies, equipment and accomplishments developed by the contractor as a requirement of the contract, as directed by the Department. The contractor shall not destroy or dispose of any such information without prior, written permission of the Department.
  - b. Upon termination of the contract the Department shall have access to all case records pertaining to the performance of the contract and, as requested by the Department, the contractor shall make available to the Department all case records and documents prepared or developed as a result of the contract.
- 4.2.9 **Transition of Services:** Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Department to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the Department, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:

- a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the Department and/or to the Department's designee within seven (7) days after receipt of the written request, or other such time as directed by the Department.
- b. The contractor shall continue to provide any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed thirty (30) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract
- c. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Department, in order to ensure the completion of such service prior to the expiration of the contract.

#### 4.3 Subcontracting

- 4.3.1 The contractor may subcontract for the services/products required herein only with prior written approval from the Department.
- 4.3.2 The utilization of a sub-contractor shall in no way relieve the contractor of the responsibility for providing the services required herein.
- 4.3.3 Any subcontracts for the services/products described herein shall be in writing and shall include any and all provisions and contractual obligations, including all requirements of the contract's General Contractual Requirements, that are necessary to ensure the successful fulfillment of all obligations under the contract that are performed by a subcontractor.
- 4.3.4 Any subcontracts must ensure that the Department and the State of Missouri is indemnified, saved and, held harmless from and against any and all claims of damage, loss, and costs (including attorney fees and litigation expenses) of any kind related to a subcontract in those matters described in the contract between the Department and the contractor.
- 4.3.5 The contractor shall be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

#### 4.4 Conflict of Interest

- 4.4.1 The contractor certifies that the contractor has no other contractual or other relationships which create any actual or appearance of conflict of interest. During the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which would create such a conflict.
  - a. In the event the contractor becomes aware of any circumstances that may create a conflict of interest the contractor shall immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict.
  - b. The contractor shall promptly, fully disclose and notify the Department of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. Such notification shall be submitted to the Department in writing within seven (7) business days after the conflict or appearance of a conflict is discovered.
  - c. In the event that the Department determines that a conflict or an appearance of a conflict exists, the Department may take any action that the Department determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:
    - 1) Exercising any or all of the Department's rights and remedies under the contract, up to and including terminating the contract with or without cause; or
    - 2) Directing the contractor to implement a corrective action plan within a specified time frame to mitigate, remedy and/or eliminate the circumstances which constitute the conflict of interest or appearance of conflict of interest; or
    - 3) Taking any other action that the Department determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.

4.4.2 In accordance with state and federal laws and regulations, state executive order or regulations, the contractor certifies that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with their performance of the contracted services. The contractor further agrees that no person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

4.4.3 The contractor certifies that:

- a. no State of Missouri employee assisted the contractor in obtaining this contract or will participate in the performance of this contract if such involvement constitutes a conflict of interest;
- b. no State of Missouri employee shall be compensated under this contract for duties performed in the course of his/her state employment; and
- c. before any State of Missouri employee may be involved in the performance of this contract written approval shall be obtained from the director of the Department.

4.4.4 In the event the contractor is a not-for-profit agency, contractor board members must abstain from voting on any funding proposal relating to this contract, in which they have administrative control or a monetary interest. Board members who have such an interest and participate in discussion prior to a vote must disclose such interest in a meeting of the board prior to such discussion.

4.4.5 No monies provided by the Department under this contract shall be used to promote or further nepotism.

4.4.6 The contractor shall represent itself as an independent contractor offering such services to the general public and shall not represent itself, its employees, or its subcontractor's, as employees of the Department or the State of Missouri.

#### 4.5 Business Compliance

4.5.1 The contractor must be in compliance with applicable laws regarding conducting business in the State of Missouri and certifies by signing this contract that it and any subcontractors are presently, and will remain, in compliance with such laws.

4.5.2 The contractor shall have and maintain current and in good standing, any and all licenses and/or certifications which are required by law, rule or regulation for the duration of the contract.

- a. The contractor shall notify the Department if the contractor's license(s) and/or certification(s) have or may be terminated, terminated, modified or qualified within seven (7) business days.
- b. The contractor shall notify the Department within seven (7) business days if the contractor becomes aware that the contractor or its agents, officers or employees are under any investigation by law enforcement governmental agency or other entity with authority to investigate, revoke, suspend or take action against any license or certification that the contractor, its agents employees or officers, may have to conduct business.

4.5.3 If required by state law, the contractor shall be registered and in good standing with the State's Secretary of State and shall submit their State Certificate of Good Standing to the Department upon request.

4.5.4 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

#### 4.6 Personnel and Staffing

4.6.1 The contractor shall comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded.

4.6.2 The contract is predicated, in part, on the utilization of the specific resources, individuals and/or personnel qualifications as identified and/or described in the contractor's proposal/bid, when applicable, or in the contractual requirements stated herein. Therefore, the contractor shall only utilize personnel and/or individuals in the performance of this contract who meet specific qualifications required for services to be provided.

- a. No substitution of personnel shall be made by the contractor without written approval of the Department and such substitutions made pursuant to this paragraph shall be equal to or better than those originally proposed, offered, identified or required.

4.6.3 The contractor shall only utilize personnel including those of any subcontractor(s), who are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract, and shall provide documentation of such licensure or certification upon request.

#### 4.7 Federal Funds Requirements

4.7.1 The contract may involve the expenditure of federal funds. Therefore, for any federal funds used, the contractor shall comply with the requirements listed in the following subparagraphs, as applicable.

4.7.2 In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money without the prior approval of the Department. Any statements, press releases, and other documents issued with Department approval must clearly state the following, as provided by the Department:

- a. the percentage of the total costs of the program or project which will be financed with Federal money;
- b. the dollar amount of Federal funds for the project or program; and
- c. the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

4.7.3 The contractor shall comply with all requirements of 31 U.S.C. § 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall submit to the Department, when applicable, Disclosure of Lobbying Activities reporting forms.

4.7.4 In the event Federal funding for the contract becomes unavailable or interrupted, the contractor shall, upon written notification from the Department, suspend work activities and incur no further costs under the contract, until such time as the Department notifies the contractor, in writing, that funding has been restored and work activities may resume.

#### 4.8 Financial Requirements

4.8.1 The availability of funding for this contract shall be determined solely by the Department and such determination shall be final and without recourse by the contractor.

4.8.2 Payments due under the terms of the contract shall be made by the Department upon receipt of a properly itemized invoice, as set forth herein.

- a. The contractor shall submit their invoices in a timely fashion and no later than the time period specified in § 33.120 RSMo, unless more restrictive requirements are established by state or federal law or regulation.

#### 4.9 Contractor Liability

4.9.1 The contractor shall be responsible for any and all personal injury, including death, or property damage as a result of the contractor's actions, or inactions, including but not limited to, misconduct, negligence, or any future negligent act, involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract.

- a. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor shall pay, indemnify, save and hold harmless the State of Missouri, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such misconduct or negligent act.

4.9.2 The contractor shall hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent or intentional act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

#### 4.10 Insurance

4.10.1 The Department and the State of Missouri is and shall not be required to save and hold harmless and/or indemnify the contractor, its employees, agents or subcontractors against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor shall acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its clients, its employees and the general public against any loss, damage and/or expense related to his/her performance under the contract.

4.10.2 The contractor shall maintain adequate automobile liability insurance for the operation of any motor vehicle used to provide any form of transportation service related to the services of this contract.

4.10.3 Proof of insurance coverage shall be submitted to the Department as requested. Proof of the insurance coverage shall include, but not be limited to, effective dates of coverage, limits of liability, insurers' names, policy numbers, company, etc. Proof of self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable.

#### 4.11 Human Rights

4.11.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000e, as amended) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act, as amended, which prohibits, unless otherwise provided by law, discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
- b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) which prohibit discrimination on the basis of disabilities;
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107) which prohibits discrimination on the basis of age;
- f. Equal Employment Opportunity - E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
- g. The Pro-Children Act of 1994 (PL 103-227) regarding environmental tobacco smoke;
- h. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
- i. Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
- j. Missouri Governor's E.O. #05-30; and
- k. The requirements of any other federal and state nondiscrimination statutes, regulations and executive orders that may apply to the services provided under the contract.

4.11.2 If the contractor uses any funds of this contract in a subcontract, then the contractor shall require such a subcontractor to comply with the applicable human rights clauses above.

4.11.3 The Department shall have the right to enforce all applicable clauses by appropriate procedures, including but not limited to, requests, reports, site visits and inspection of relevant documentation of the contractor.

#### 4.12 Recordkeeping and Reporting Requirements

4.12.1 The contractor shall submit itemized reports, records and information at the request of the Department.

4.12.2 The contractor shall maintain auditable records for all activities performed under this contract. Financial records shall conform to Generally Accepted Accounting Principles (GAAP).

- 4.12.3 The contractor shall have in place management and fiscal controls that are adequate to assure full performance of the contractor's obligations under this contract. The contractor shall maintain sufficient cash flow to perform its obligations under the contract for the duration of the contract. The contractor shall immediately notify the Department of any cash flow issues where the contractor's obligations required under this agreement would be in jeopardy.
- 4.12.4 The contractor shall allow the Department or its authorized representative to inspect and examine the contractor's premises and/or records which relate to the performance of the contract at any time during the period of the contract and thereafter within the period specified herein for the contractor's retention of records.
- 4.12.5 The contractor shall provide the Department with access to its clients and client records without limitation. If access is denied or limited, the Department reserves the right to terminate payment from the day access is denied or limited.
- 4.12.6 The contractor shall retain all records pertaining to the contract for five (5) years after the close of the contract year unless audit questions have arisen or any legal action is contemplated or filed within the five year (5) limitation and have not been resolved. All records shall be retained until all audit questions and/or legal actions have been resolved. The contractor shall safeguard and keep such records for such additional time as directed by the Department. The obligation of the contractor to retain and produce records shall continue even after the contract expires or is otherwise terminated by either party.
- 4.12.7 The contractor shall provide written notification to the Department when there is any change in the contractor's licensure or certification/accreditation status, official name, address, Executive Director, or change in ownership and/or control of the contractor's organization.
- 4.12.8 Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor shall notify the Department immediately. Upon learning of any such actions the Department reserves the right, at its sole discretion, to either cancel or affirm the contract and hold the contractor responsible for damages, to the extent authorized by law.
- 4.13 Confidentiality
- 4.13.1 All discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential, to the extent required by law.
- 4.13.2 The contractor shall release no reports, documentation or material prepared pursuant to the contract to the public without the prior written consent of the Department, unless such disclosure is required by law.
- 4.13.3 If required by the Department, the contractor and any required contractor personnel shall sign specific documents regarding confidentiality, security, or other similar documents.
- 4.13.4 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of any information confidential by law that it creates, receives, maintains, or transmits on behalf of the Department other than as provided for by the contract. Such safeguards shall include, but not be limited to:
- a. Encryption of any device used to access or maintain confidential information or use of equivalent safeguard;
  - b. Encryption of any transmission of electronic communication containing confidential information or use of equivalent safeguard;
  - c. Workforce training on the appropriate uses and disclosures of confidential information pursuant to the terms of the contract;
  - d. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of confidential information by its workforce and subcontractors, if applicable; and
  - e. Any other safeguards necessary to prevent the inappropriate use or disclosure of confidential information.

- f. Any disclosure of confidential information must be immediately reported to the Department as outlined in the policy manual. The contractor is financially responsible for any breach of confidentiality on IV-D cases occur in your office or that occur as a result of actions taken by the contractor's staff. The contractor must offer any affected party credit monitoring for one year either through the Department or directly through a credit monitoring service, for which the contractor has or obtains an agreement. If the Department will be handling the breach, then the Department will send the offer to the affected party (ies) and the cost to the Department may be recouped from the contractor's next monthly reimbursement after notification of cost.

#### 4.14 Notification Requirements

- 4.14.1 The contractor shall immediately notify the Department, in accordance with guidelines established by the Department, when there is a death of a person receiving support, person paying support, and/or child.
- 4.14.2 The contractor shall immediately notify the Department, in writing, if the contractor becomes aware of any circumstances which may render the contractor unable to perform any of its obligations under the contract.
  - a. The Department shall have the right, at any time, to require the contractor to provide written assurances that it can meet its obligations under the contract and to provide satisfactory documentation to support its assurances. If the contractor is unable to provide adequate assurances that it will be able to perform its obligations under this contract, the Department shall have the right to exercise any of its remedies under this contract or under law.

#### 4.15 Miscellaneous

- 4.15.1 Unless otherwise specified, the contractor shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the services required.
- 4.15.2 The Department may require the attendance of the contractor's personnel at training activities and may require the cooperation of the contractor's personnel where the Department provides technical assistance.
- 4.15.3 The contractor shall fully cooperate with all investigations conducted by the Department, or its agents, which relate, directly or indirectly, with the performance of this contract.
- 4.15.4 The Department endorses a drug free environment and the absence of substance abuse. The contractor shall support and enforce these philosophies in their performance of the contract.
- 4.15.5 The contractor shall maintain appropriate documentation that it has appropriate systems and controls in place to ensure that any and all information software systems used in relationship to the contractual responsibilities with the Department have been acquired, operated and maintained consistently with U.S. copyright law or applicable licensing restrictions. The contractor shall make documentation of such compliance and any such license immediately available upon request by the Department.

### **5 Payments to the Contractor**

- 5.1 Funds available for the use in this program are limited to monies received from the United States Department of Health and Human Services (DHHS) for the purpose of operating the Missouri State Plan for Child Support under Title IV-D of the Social Security Act. Funds are further limited by appropriation of general revenue funds and/or the Child Support Enforcement Collections (CSEC) fund by the Missouri General Assembly.
- 5.2 Pursuant to state and federal law and regulations (13 CSR 40-3.010 and 45 CFR 304.21), the Department may reimburse the contractor, at the applicable rate of expenditures incurred, from any or all of the following funds: federal; general revenue; and/or Child Support Enforcement Collections (CSEC).
- 5.3 The Department will allocate funding for services on an annual basis and shall provide notification to the contractor of the allocation amount.
- 5.4 The contractor shall be reimbursed for actual, allowable costs incurred for services provided pursuant to the agreement, in accordance with the budget approved by the Department.
  - a. Any costs incurred for the use or purchase of services, equipment or automated system equipment is not eligible for federal financial participation if, in the sole opinion of the Department, such equipment duplicates services provided by MACSS.

- 5.5 No other payments or reimbursements shall be made to the contractor other than those specified above.
- 5.6 The contractor shall invoice the Department within ninety (90) calendar days after the last day of the month in which services are claimed.
- a. The contractor shall submit its invoices to:  
Family Support Division – Child Support  
County Reimbursement Unit  
615 E. 13<sup>th</sup> Street, Room 204  
Kansas City, MO 64106-2829
  - b. Each invoice shall have a unique identifier as an invoice number. Invoice numbers must not be duplicated in the same fiscal year.
- 5.7 Failure of the contractor to submit required reports when due, may result in withholding or rejection of payment under the contract. The Department shall reject payment due to the contractor's failure to perform or deliver the required work or services.
- 5.8 The Department, at its sole discretion, may:
- a. audit all invoices, in a manner determined by the Department;
  - b. reject any invoice for good cause;
  - c. make invoice corrections and/or changes with appropriate notification to the contractor;
  - d. deduct from an invoice any overpayment made by the Department; and
  - e. recover from the contractor any funds for which adequate verification and documentation of expenditures, if required, is not maintained.
- 5.9 The contractor shall understand and agree that the Department reserves the right to make payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor should return a completed State Vendor ACH/EFT Application. The State Vendor ACH/EFT Application can be downloaded from the internet at:  
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

## Attachment A: Federal Funds Subrecipient Requirements

1. In performing its responsibilities under the contract, the subrecipient shall fully comply with:
  - a. 2 CFR Chapter 1, Chapter II, Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
  - b. All applicable terms and conditions of the award.
  - c. All other applicable laws, regulations and policies authorizing or governing the use of any federal funds paid to the subrecipient under the contract.
2. The subrecipient shall not utilize federal funds, or any required matching funds, provided under the contract as matching funds for any other federal award, unless specifically allowed under that award.
3. **Allowable Costs:** Unless otherwise stated in this RFP, the subrecipient shall invoice the state agency based on actual, allowable costs incurred.
  - a. The subrecipient shall ensure all expenditures invoiced, claimed and/or reported satisfy the General provisions for allowable costs, as defined in the 2 CFR Chapter 1, Chapter II, Part 200, Subpart E- Cost Principles; and Specific provisions for allowable costs, as defined in applicable Federal program rules.
4. **Indirect Cost Rates and Administrative Rates:** In the event indirect costs and/or administrative rates are included as part of the cost reimbursement under the contract, the following will apply:
  - a. If a subrecipient has an approved federally negotiated indirect cost rate, the state agency will accept the approved indirect cost rate, unless doing so would conflict with federal statutes or an exception has been approved by the federal agency, based on documented justification. (2 CFR § 200.414) If a federal agency has approved a new or different rate subsequent to the beginning of a contract period and the effective date is retroactive, the change (increase or decrease) will not be recognized and accepted until the following contract period.
  - b. A rate of 10% of Modified Total Direct Costs (MTDC) will be used for those subrecipients that do not have a federally negotiated indirect rate (2 CFR § 200.414).
  - c. **Administrative costs** are defined as general administration and general expenses such as the director's office, accounting, personnel, library expenses and all other types of expenditures not listed specifically under one of the subcategories of "Facilities", (including cross allocations from other pools, where applicable). (US Dept. of Labor – Guide for Indirect Cost Rate Determination). Administrative costs can be categorized as both direct and indirect costs.

Administrative rates will vary by award, will be determined by the state agency, and will not exceed limits set forth by statute or regulations pertaining to each award. For example, some federal programs have statutory limitations on the % of dollars which may be expended for administrative costs. The state agency must abide by those statutory limits. Consequently, in contracts which include federal dollars with statutory limitations on administrative costs, the state agency will limit the use of award funds for administrative costs in accordance with the statutory requirements. In such instances, the state agency award will deem administrative costs (including administrative costs included in the indirect rate) unallowable to the extent that the costs exceed the statutory limits.

- d. With regard to indirect cost rates and administrative rates, guidance and requirements noted in Part 2 CFR § 200, "does not change or modify any existing statute or guidance otherwise based on any existing statute...and does not supersede any existing or future authority under law or by executive order of the Federal Acquisition Regulation." Thus, for state agency programs where the specific federal award requirements define Administrative costs in such a manner that all Indirect costs are Administrative costs, the state agency cannot accept an indirect rate (regardless of whether it is federally negotiated or not) that exceeds the Administrative rate cap designated by the specific federal award.

5. Record/Document Requirements and Retention:

- a. The subrecipient shall have written policies and procedures in place to ensure compliance with the terms, conditions, laws, and regulations in 2 CFR Chapter 1, Chapter II, Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award, and shall make its policies and procedures available to the state agency, upon request.
- b. The subrecipient shall maintain an accounting system that, at a minimum, records expenditures in a manner that readily identifies the expenditure as an activity allowable under the award and allows required federal financial reports to be easily prepared.
- c. In accordance with 2 CFR § 200.333 the subrecipient shall retain, for a period of three years from the date of submission of the final expenditure report, or from the date of the submission of the final quarterly or annual financial report to the state agency, all financial records, supporting documents, statistical records, and all other records pertinent to the federal award.

6. Subrecipient Monitoring: The state agency reserves the right to conduct monitoring reviews to ensure the subrecipient administers the federal award in compliance with applicable laws, regulations, contractual obligations, and performance goal measures.

- a. When deemed appropriate by the state agency, a monitoring report based on the results of the monitoring review will be issued to the subrecipient.
- b. The subrecipient shall submit a written corrective action plan for any findings and recommendations in the monitoring report as directed by the state agency.
  - 1) The corrective action plan should include the actions the contractor proposes to take to remedy concerns, timeframes for achieving such remedies, and the person(s) responsible for the necessary action.
- c. The state agency will respond in writing by accepting the corrective action plan submitted and/or requiring further action, including, but not limited to:
  - 1) More detailed financial reports or other documentation;
  - 2) Additional monitoring;
  - 3) Requiring the subrecipient to obtain technical or management assistance; and/or
  - 4) Establishing additional prior approvals from the state agency.

7. Audits: If required, the subrecipient shall have a single or program-specific audit conducted in accordance with provisions of the Single Audit Act of 1984 (with amendment in 1996) and 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements.

- a. In accordance with the provisions of 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements, the subrecipient shall consider all sources of federal awards, including federal resources received from the state agency, in determining the federal awards expended in its fiscal year.
- b. In the event the subrecipient is required to obtain an audit pursuant to 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements, the subrecipient shall submit the reporting package to the Federal Audit Clearinghouse (FAC) as required by 2 CFR § 200.512. The subrecipient shall notify the state agency of the acceptance of the audit by the FAC within 7 calendar days of the acceptance. The subrecipient shall also notify the state agency in the event the subrecipient is not required to obtain and submit a single audit. These notifications shall be submitted to the:

Department of Social Services  
Division of Finance and Administrative Services  
Attn: Single Audit  
P.O. Box 1082  
Jefferson City, MO 65102  
Or [DFAS.ComplianceUnit@dss.mo.gov](mailto:DFAS.ComplianceUnit@dss.mo.gov)

- c. The subrecipient shall cooperate with the state agency in resolving questions that the state agency may have concerning the auditors' report and plans for corrective action(s) pursuant to 2 CFR § 200.521.
8. The subrecipient shall be responsible for any deferrals, disallowances, questioned costs, or other items not allowed for federal financial participation claimed by the state agency on behalf of the subrecipient. The subrecipient shall return any funds disallowed, either to the state agency or directly to the applicable federal agency, as instructed by the state agency and within the timeframe designated.
9. **Transparency Reporting:** In order to assist the state agency in complying with its reporting requirements under the Federal Funding Accountability and Transparency Act (FFATA), the subrecipient must fully complete and submit the FFATA Data Form, attached hereto as Exhibit #4, to the state agency prior to the award of the contract.
  - a. The subrecipient should register in the federal government System for Award Management (SAM) available at [www.sam.gov](http://www.sam.gov), to record information about the subrecipient's organization, including executive compensation data. SAM is a secure, single repository of data and the subrecipient should only need to register once and renew annually thereafter and update information as necessary.
  - b. The state agency will provide the subrecipient with applicable federal funding source information in accordance with 2 CFR § 200.331.

## **Attachment B: Additional Contractual Requirements for Counties by Level**

### **A. Level A County**

- A.1 In the event the County is designated as a Level A County, the County shall comply with the additional following requirements.
- A.2 **Prosecuting Attorney's (PA) Office Level A Responsibilities**
- A.2.1 The PA shall provide the following IV-D services on cases they have the sole responsibility for:
- a. Establishing paternity;
  - b. Establishing and modifying child support obligations;
  - c. Enforcing child, spousal and medical support obligations;
    - 1) The PA shall provide support enforcement services to individuals pursuant to 45 CFR 302.31 and 45 CFR 302.33.
    - 2) The PA shall secure, establish, and enforce medical support obligations pursuant to 45 CFR 303.30, 45 CFR 303.32, 454.600 through 454.700, RSMo, and procedures established by the Department.
  - d. Cooperating with other states, tribes, and countries where there is a Federal Reciprocating Agreement or a bilateral agreement;
  - e. Conducting manual location activities, as needed, to supplement the automated system's location activities; and
  - f. For cases requiring or requesting a review and adjustment, utilizing procedures established by the Department and in accordance with 452.370, 454.400, 454.498 and 454.500, RSMo.
- A.2.2 The PA shall be in full compliance with federal audit requirements and established Departmental procedures as set forth in the procedural and forms manuals and the Missouri Automated Child Support System (MACSS) Quick Reference Guide when providing the services stated herein.
- a. The Child Support Procedural Manual can be located at:  
<https://dssintranet.mo.gov/dss-fsd-child-support/child-support-manual/>
  - b. The Missouri Automated Child Support System (MACSS) Quick Reference Guide can be located at:  
<http://10.60.16.82/fsd/training/CSE/MACSSQRG/index.html>
- A.2.3 The PA's office managers shall attend all scheduled meetings for Department managers, when notified by the Department.
- A.3 **Requirements for PA Representation in Bankruptcy Actions —Level A—Clay County, Western District**
- A.3.1 With regard to the County of Clay, upon a special bankruptcy referral from the Department, the Office of the Clay County Prosecuting Attorney has the responsibility of representing the Department in the United States Bankruptcy Court in the Western District of Missouri and other United States Bankruptcy Courts as necessary for out-of-state bankruptcies filed when the person paying support has an open IV-D case in Missouri.
- a. The contractor shall take additional and necessary actions on IV-D cases: in MACSS, with the parties and/or their legal counsel, and in the United States Bankruptcy Courts.
  - b. The assistant Prosecuting Attorney responsible for these bankruptcy referrals from the Department (BAPA) will be sworn in to appear before the United States Bankruptcy Court and will maintain certification so they can file all bankruptcy claims electronically and receive communications electronically in the PACER system.
  - c. The BAPA and/or his or her staff shall maintain records on this caseload and shall work the Department to address IV-D issues in the bankruptcy law, the IV-D program's treatment of bankruptcy cases and system issues with MACSS for the cases.
  - d. The budget for these activities will be incorporated into a single IV-D budget for the contractor and approved by the Department as set forth in this agreement.
  - e. The BAPA and/or his or her staff must follow all the other requirements set forth in this IV-D County Reimbursement Cooperative Agreement as they pertain to their representation of the Department in bankruptcy cases, including but not limited to the requirements in section 3.2.14

**A.4 Department Level A Responsibilities**

- A.4.1 The Department will measure the contractor's performance based on federal performance measures in accordance with 45 CFR 305.2, and by utilizing data from MACSS or the managed reporting program [http://ssrvfocp/ibi\\_apps/login/mr/mr\\_login.jsp](http://ssrvfocp/ibi_apps/login/mr/mr_login.jsp).

**B. Level B County**

- B.1 In the event the County is designated as a Level B County, the County shall comply with the additional following requirements.

**B.2 Definitions**

- B.2.1 Jackson County "Family Support Division" cases: Cases for support collection or paternity determination services under Title IV-D of the Social Security Act wherein the applicant is a resident of Jackson County or which would otherwise be assigned to the Kansas City offices of the Family Support Division under existing practice and procedures, except for Jackson County Prosecuting Attorney cases.
- B.2.2 Jackson County "Prosecuting Attorney" cases: Cases for support collection services under Title IV-D of the Social Security Act where in the applicant is a Jackson County resident who as Head of Household has never received and is not receiving either cash or non-cash benefits or assistance under Title IV-A or XIX of the Social Security Act nor has a prior companion Temporary Assistance for Needy Families (TANF) case as a result of prior IV-A eligibility on the part of the applicant or involved family. Cases for paternity determination services under the Title IV-D of the Social Security Act where in the applicant is a Jackson County Resident.

**B.3 Prosecuting Attorney's (PA) Office Level B Responsibilities**

- B.3.1 The PA shall provide the following IV-D services on cases they have the sole responsibility for:
- a. Establishing paternity;
  - b. Establishing and modifying child support obligations;
  - c. Enforcing child, spousal and medical support obligations;
    - 1) The PA shall provide support enforcement services to individuals pursuant to 45 CFR 302.31 and 45 CFR 302.33.
    - 2) The PA shall secure, establish, and enforce medical support obligations pursuant to 45 CFR 303.30, 45 CFR 303.32, 454.600 through 454.700, RSMo, and procedures established by the Department.
  - d. Cooperating with other states, tribes, and countries where there is a Federal Reciprocating Agreement or a bilateral agreement;
  - e. Conducting manual location activities as needed to supplement the automated system's location activities; and
  - f. For cases requiring or requesting a review and adjustment, utilizing procedures established by the Department and in accordance with 452.370, 454.400, 454.498 and 454.500, RSMo.
- B.3.2 The PA shall be in full compliance with federal audit requirements and established Departmental procedures as set forth in the procedural and forms manuals and the Missouri Automated Child Support System (MACSS) Quick Reference Guide when providing the services stated herein.
- a. The Child Support Procedural Manual can be located at: <https://dssintranet.mo.gov/dss-fsd-child-support/child-support-manual/>
  - b. The Missouri Automated Child Support System (MACSS) Quick Reference Guide can be located at: <http://10.60.16.82/fsd/training/CSE/MACSSORG/index.html>

**B.4 Department Level B Responsibilities**

- B.4.1 The Department will measure the contractor's performance based on federal performance measures in accordance with 45 CFR 305.2, and by utilizing data from MACSS or the managed reporting program ([http://ssrvfocp/ibi\\_apps/login/mr/mr\\_login.jsp](http://ssrvfocp/ibi_apps/login/mr/mr_login.jsp)).

**C. Level C County**

- C.1 In the event the County is designated as a Level C County, there are no additional requirements unless the county/city is handling bankruptcy cases for the Department
- C.2 **Requirements for PA Representation in Bankruptcy Actions —Level C—St. Louis City Circuit, Eastern District**
- C.2.1 With regard to the County of St. Louis City, upon a special bankruptcy referral from the Department, the Office of St. Louis City Circuit Attorney has the responsibility of representing the Department in the United States Bankruptcy Court in the Eastern District of Missouri.
  - a. The contractor shall take additional and necessary actions on IV-D cases: in MACSS, with the parties and/or their legal counsel, and in the United States Bankruptcy Court, Eastern District of Missouri.
  - b. The assistant Circuit Attorney responsible for these bankruptcy referrals from the Department (BACA) will be sworn in to appear before the United States Bankruptcy Court and will maintain certification so that they can file all bankruptcy claims electronically and receive communications electronically in the PACER system.
  - c. The BACA and/or his or her staff shall maintain records on all referrals made by the Department and shall work with the Department to address IV-D issues in the bankruptcy law, the IV-D program’s treatment of bankruptcy cases and system issues with MACSS for the cases.
  - d. The budget for these activities will be incorporated into a single IV-D budget for the contractor and approved by the Department as set forth in this agreement.
  - e. The BACA and/or his or her staff must also follow all the other requirements set forth in the IV-D County Reimbursement Cooperative Agreement as they pertain to their representation of the Department in bankruptcy cases, including but not limited to the requirements in section 3.2.14.

**D. Multi-County Project**

- D.1 In the event the County is designated/identified as a participant in a Multi-County Project (Project), the County shall comply with the additional following requirements, as applicable.
- D.2 **Project Participants:** The Project shall consist of the counties listed in the table below. The county labeled with an asterisk (\*) shall be designated as the “Host” County for the Project.

|                                  |                    |                    |
|----------------------------------|--------------------|--------------------|
| Insert County Name<br>Franklin*  | Insert County Name | Insert County Name |
| Insert County Name<br>Lincoln    | Insert County Name | Insert County Name |
| Insert County Name<br>Montgomery | Insert County Name | Insert County Name |

**D.3 Project Collaboration**

- D.3.1 The contractor shall collaborate with the other counties’ elected Prosecutor, Circuit Clerk, and County Commissioners, as required, to ensure successful delivery of child support enforcement services.

**D.4 Host County Responsibilities**

- D.4.1 The Host County shall serve as the lead entity for the Project.
- D.4.2 The Host County shall establish and identify an office for the primary location for the Project.
- D.4.3 The Host County shall utilize the Elected Prosecuting Attorney or employ Assistant Prosecuting Attorney(s) and support staff for the purpose of fulfilling the requirements of this contact.

- a. The personnel required above shall spend one hundred percent (100%) of the time working on child support activities unless approved by the department to utilize part time work, If any staff are approved to work part time on child support activities, staff must complete time logs to identify the amount of time spent on IV-D activities for reimbursement.
- b. The Host County shall take the necessary steps, as required by law, to appoint/commission the individuals hired as assistant prosecuting attorneys for each of the counties participating in the Project, thereby conferring on the assistant prosecuting attorneys all of the authority, duties and responsibilities of said office for each county participating in the Project.
  - 1) The Host County may limit said commission to child support services at the option of each participating county.

D.4.4 The Host County shall appropriate sufficient funds to compensate required personnel and to provide for the investigation and litigation of cases referred to the Project.

**D.5 Reimbursements to the Host County**

D.5.1 The contractor (Non-host County) shall reimburse the Host County for the non-host county's share of expenditures made to fulfill the requirements of the Project.

D.5.2 The contractor (Non-host County) shall reimburse the Host County in accordance with the applicable percentage share listed in the table below. The percentages are derived from the most recent United States Census Bureau data.

|                                              |                          |                          |
|----------------------------------------------|--------------------------|--------------------------|
| Insert County Name and %<br>Franklin* 61.03% | Insert County Name and % | Insert County Name and % |
| Insert County Name and %<br>Lincoln 31.61%   | Insert County Name and % | Insert County Name and % |
| Insert County Name and %<br>Montgomery 7.36% | Insert County Name and % | Insert County Name and % |

# Exhibit # 1 - Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization

**Business Entity Certification:**

**The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.**

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm).
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

**Business entity**, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term **"business entity"** shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term **"business entity"** shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term **"business entity"** shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – Currently Not a Business Entity

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

I am a self-employed individual with no employees; **OR**  
 The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under \_\_\_\_\_ (Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Social Services with all documentation required in Box B of this exhibit.

|                                                      |                                         |
|------------------------------------------------------|-----------------------------------------|
| County Commissioner/Executive Name<br>(Please Print) | County Commissioner/Executive Signature |
| Company Name (if applicable)                         | Date                                    |

**Exhibit # 1 (continued)**

***(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)***

**Box B – Current Business Entity Status**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

\_\_\_\_\_  
County Commissioner/Executive Business Entity Representative's Name (Please Print)

\_\_\_\_\_  
County Commissioner/Executive Business Entity Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

**Exhibit # 1 (continued)**

**Affidavit of Work Authorization**

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

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

|                                         |                            |
|-----------------------------------------|----------------------------|
| _____                                   | _____                      |
| County Commissioner/Executive Signature | Printed Name               |
| _____                                   | _____                      |
| Title                                   | Date                       |
| _____                                   | _____                      |
| E-Mail Address                          | E-Verify Company ID Number |

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am commissioned as a  
(DAY) (MONTH, YEAR)

notary public commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)

\_\_\_\_\_ and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

|                     |       |
|---------------------|-------|
| _____               | _____ |
| Signature of Notary | Date  |

**Exhibit # 1 (continued)**

**(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)**

**BOX C - Affidavit on File - Current Business Entity Status**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security - Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University\*** to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University - St. Louis; Missouri Southern State University - Joplin; Missouri Western State University - St. Joseph; Northwest Missouri State University - Maryville; Southeast Missouri State University - Cape Girardeau.

**Date** of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_  
(if known)

\_\_\_\_\_  
County Commissioner/Executive Business Entity Representative's Name (Please Print)

\_\_\_\_\_  
County Commissioner/Executive Business Entity Representative's Signature

\_\_\_\_\_  
E-Verify MOU Company ID Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

**FOR STATE USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

## Exhibit # 2 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

*This certification is required by 2CFR Part 180.*

***(Before completing certification, read instructions for certification below)***

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are 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 recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Name and Title of County Commissioner/Executive

---

County Commissioner/Executive Signature

---

Date

### **Instructions for Certification**

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not 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 Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

### EXHIBIT #3

#### **Registration of Business Name (if applicable) with the Missouri Secretary of State:**

The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

| <i>Charter Number (if applicable)</i>                                                                                                                        | <i>Company Name</i> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption: |                     |

If your business entity is not registered, you may go to the link provided below to register:

[www.sos.mo.gov/fileonline](http://www.sos.mo.gov/fileonline)

If you believe your business entity is exempt from registering with the Secretary of State due to one of the specific exemptions contained in the Missouri Revised Statutes, please indicate in your response the specific exemption that applies to your business entity.

Below are the exemption sections of the Missouri Revised Statutes for the most popular business entity types:

1. General Business - section 351.572, RSMo, located at:  
<http://revisor.mo.gov/main/OneSection.aspx?section=351.572&bid=18804&hl=>
2. Limited Liability Company - section 347.163.5, RSMo, located at:  
<http://revisor.mo.gov/main/OneSection.aspx?section=347.163&bid=18500&hl=>
3. Limited Partnership - section 359.551.5, RSMo, located at:  
<http://revisor.mo.gov/main/OneSection.aspx?section=359.551&bid=19476&hl=>
4. Non-Profit - section 355.751.2, RSMo, located at:  
<http://revisor.mo.gov/main/OneSection.aspx?section=355.751&bid=19289&hl=>
5. Professional Corporation - section 356.231, RSMo, located at:  
<http://revisor.mo.gov/main/OneSection.aspx?section=356.231&bid=19340&hl=>

Note: Limited Liability Partnerships have no exemptions.

For questions regarding registration, contact the Missouri Secretary of State at:

[corporations@sos.mo.gov](mailto:corporations@sos.mo.gov) or (573) 751-4153 (toll free 866-223-6535)

# Exhibit # 4: Federal Funding Accountability and Transparency Act (FFATA) Data Form

*\*See instructions for additional information*

| Legal Business Name of Entity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |        |       |              |               |  |      |        |    |  |    |  |    |  |    |  |    |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-------|--------------|---------------|--|------|--------|----|--|----|--|----|--|----|--|----|--|
| Doing Business As (if different)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |        |       |              |               |  |      |        |    |  |    |  |    |  |    |  |    |  |
| Street Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |        |       |              |               |  |      |        |    |  |    |  |    |  |    |  |    |  |
| City                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |        | State |              | Zip Code + 4* |  |      |        |    |  |    |  |    |  |    |  |    |  |
| DUNS Number*                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |        |       |              |               |  |      |        |    |  |    |  |    |  |    |  |    |  |
| Parent Organization's DUNS Number*                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |        |       |              |               |  |      |        |    |  |    |  |    |  |    |  |    |  |
| Principal Place of Performance*                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |        |       |              |               |  |      |        |    |  |    |  |    |  |    |  |    |  |
| Contact Person's Name / Title                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |        |       |              |               |  |      |        |    |  |    |  |    |  |    |  |    |  |
| Contact Person Phone Number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |        |       |              |               |  |      |        |    |  |    |  |    |  |    |  |    |  |
| Contact Person E-Mail                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |        |       |              |               |  |      |        |    |  |    |  |    |  |    |  |    |  |
| <p><b>Executive Compensation Information*</b></p> <p><i>*Complete this section if required. See instructions for additional information before completing.</i></p> <p>List the organization's top five most highly compensated executives for the preceding contractor fiscal year.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Name</th> <th style="width: 50%;">Amount</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> </tr> <tr> <td>2.</td> <td></td> </tr> <tr> <td>3.</td> <td></td> </tr> <tr> <td>4.</td> <td></td> </tr> <tr> <td>5.</td> <td></td> </tr> </tbody> </table> |        |       |              |               |  | Name | Amount | 1. |  | 2. |  | 3. |  | 4. |  | 5. |  |
| Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Amount |       |              |               |  |      |        |    |  |    |  |    |  |    |  |    |  |
| 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |        |       |              |               |  |      |        |    |  |    |  |    |  |    |  |    |  |
| 2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |        |       |              |               |  |      |        |    |  |    |  |    |  |    |  |    |  |
| 3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |        |       |              |               |  |      |        |    |  |    |  |    |  |    |  |    |  |
| 4.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |        |       |              |               |  |      |        |    |  |    |  |    |  |    |  |    |  |
| 5.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |        |       |              |               |  |      |        |    |  |    |  |    |  |    |  |    |  |
| <p><b>Certification:</b></p> <p>I attest the facts stated above are true and correct.</p> <p>I understand the information provided will be reported by the Department of Social Services to the FFATA Subaward Reporting System (FSRS) and the information will be accessible to the public.</p>                                                                                                                                                                                                                                                                                                                                                            |        |       |              |               |  |      |        |    |  |    |  |    |  |    |  |    |  |
| _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |        |       | _____        |               |  |      |        |    |  |    |  |    |  |    |  |    |  |
| County Commissioner/Executive Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |       | Printed Name |               |  |      |        |    |  |    |  |    |  |    |  |    |  |
| _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |        |       | _____        |               |  |      |        |    |  |    |  |    |  |    |  |    |  |
| Title                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |        |       | Date         |               |  |      |        |    |  |    |  |    |  |    |  |    |  |

## **Instructions for Completing the FFATA Data Form**

### **Zip Code + 4**

This is the four digit zip code extension available at <http://zip4.usps.com/zip4/welcome.jsp>

### **DUNS Number**

Dun & Bradstreet (D&B) provides a D-U-N-S Number, a unique nine digit identification number, for each physical location of your business.

DUNS Number assignment is FREE for all businesses required to register with the US Federal government for contracts or grants. See <http://fedgov.dnb.com/webform>

### **Parent Organization's DUNS Number**

Complete if applicable. This is typically used by large organizations with multiple facilities in several locations. The parent organization's number is number assigned to the headquarters for the operation.

### **Principal Place of Performance**

Complete if the primary place of performance is different than the address listed above.

### **Executive Compensation Information**

*Review the following questions to determine whether you are required to report executive compensation information.*

1. In your preceding completed fiscal year, did your business or organization receive:
  - a. 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; and
  - a. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act?

Yes       No

*Note: If the answer to either Question 1a or 1b is "No", your organization's compensation information is not required. Do not complete the Executive Compensation Information section of the FFATA Data Form.*

***Note: If the answer to both 1a and 1b is "Yes", proceed to Question 2.***

2. Does the public have access to the information about the compensation of the executives 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? *(To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission's total compensation filings at <http://www.sec.gov/answers/excomp.htm>*

Yes       No

*Note: If the answer to Question # 2 is "Yes", your organization's executive compensation information is not required.*

***Note: If the answer to Question #2 is "No", you are required to complete the Executive Compensation Information section of the FFATA Data Form.***

### **Definitions**

"Executive" means officers, managing partners, or any other employees in management positions.

"Total compensation" means the cash and non-cash dollar value earned by the executives during the preceding fiscal year and includes items such as salary, bonuses, stock awards, incentive plans, pension plans, deferred compensation, etc.

Additional information about reporting compensation is available at:

[https://www.fsr.gov/documents/OMB Guidance on FFATA Subaward and Executive Compensation Reporting 08272010.pdf](https://www.fsr.gov/documents/OMB%20Guidance%20on%20FFATA%20Subaward%20and%20Executive%20Compensation%20Reporting%2008272010.pdf)

## **Exhibit # 5 – Assurance for Safeguarding IRS/SSA Restrictions/Penalties**

### **1. PERFORMANCE**

- 1.1 In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
- a. All work will be performed under the supervision of the contractor or the contractor's responsible employees.
  - b. Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
  - c. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
  - d. No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
  - e. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
  - f. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

### **2. CRIMINAL/CIVIL SANCTIONS**

- 2.1 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure.
- a. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- 2.2 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.
- 2.3 Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- 2.4 Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213 and 7213A (see Exhibit 6, IRC Sec. 7431 *Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, IRC Sec. 7213 *Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### **3. INSPECTION**

- 3.1 The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

### **4. CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES**

#### **4.1 Performance:**

- 4.1.1 In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
- a. All work will be done under the supervision of the contractor or the contractor's employees.
  - b. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
  - c. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
  - d. The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
  - e. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
  - f. All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
  - g. No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
  - h. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
  - i. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

4.2 **Criminal/Civil Sanctions:**

- 4.2.1 Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- 4.2.2 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
- 4.2.3 Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- 4.2.4 Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213 and 7213A (see Exhibit 6, IRC Sec. 7431 *Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, IRC Sec. 7213 *Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.
- 4.3 **Inspection:**
- 4.3.1 The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

\_\_\_\_\_  
Authorized Signature for the County Prosecuting Attorney

\_\_\_\_\_  
Date



Commission Order No. 2020-66

First Quarter Term 2020

# COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, February 18, 2020  
Amending Previous Order

**IN THE MATTER OF APPROVING  
AN AMENDMENT TO COMMISSION  
ORDER NO. 2020-59**

**WHEREAS**, prior hereto on February 11, 2020 the Franklin County Commission adopted Commission Order No. 2020-59 pertaining to an Information Technology and Maintenance Agreement with AQM, Inc.; and

**WHEREAS**, Commission Order 2020-59 did not pertain to an Information Technology and Maintenance Agreement with AQM, Inc., but instead Accepting and Authorizing the Purchase of Equipment from AQM, Inc.; and

**WHEREAS**, Franklin County and AQM have successfully negotiated the purchase of equipment from AQM, Inc. for a total price of \$78,981.75 which is shown in the Contract attached hereto and is incorporated by reference herein.

**IT IS THEREFORE ORDERED** that Commission Order No. 2020-59 is hereby amended to reflect the purchase of equipment from AQM, Inc. in the amount of \$78,981.75.

**IT IS FURTHER ORDERED** that a copy of this Order be provided to AQM, Inc.; and Ann Stuttmann, Purchasing Agent.

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

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District



Estimate# 20768

300 West Main Street  
Union, MO 63084

Web: www.aqmcomputerhelp.com  
Voice: 636-583-8858  
Fax: 636-583-3017  
email: bcourtway@aqmcomputerhelp.com

**Customer**  
Franklin County 911  
401 E Springfield Ave  
Union, MO 63084  
636 583-1679

**Service Location**  
401 E Springfield Ave  
Union, MO 63084  
  
Date Issued: 1/24/2020

| Item(s) | Qty           | Name                           | Description                                                       | Rate                  | Amount                | Tax            | Approved                 |
|---------|---------------|--------------------------------|-------------------------------------------------------------------|-----------------------|-----------------------|----------------|--------------------------|
|         | 4             | NIP                            | 3810M 24G PoE+ 1-slot Switch (JL073A) (No Next Day Exchange)      | \$1,980.00            | \$7,920.00            | Non            | Yes                      |
|         | 13            | NIP                            | Power Supply (JL086A)                                             | \$250.00              | \$3,250.00            | Non            | Yes                      |
|         | 3             | NIP                            | 3810M 48G PoE+ 4sfp+ 1050W Switch (JL429A) (No Next Day Exchange) | \$5,278.00            | \$15,834.00           | Non            | Yes                      |
|         | 3             | NIP                            | Power Supply (JL087A#ABA)                                         | \$412.25              | \$1,236.75            | Non            | Yes                      |
|         | 6             | NIP                            | 3810M 48G 1-slot Switch (JL072A) (No Next Day Exchange)           | \$2,250.00            | \$13,500.00           | Non            | Yes                      |
|         | 6             | NIP                            | Power Supply (JL085A#ABA)                                         | \$250.00              | \$1,500.00            | Non            | Yes                      |
|         | 6             | NIP                            | 3810 4 Port SPF Module (JL083A)                                   | \$563.00              | \$3,378.00            | Non            | Yes                      |
|         | 1             | NIP                            | 3810M 16SEFP+ 2-slot Switch (JL075A) (No Next Day Exchange)       | \$5,391.00            | \$5,391.00            | Non            | Yes                      |
|         | 1             | NIP                            | Power Supply (JL085A#ABA)                                         | \$250.00              | \$250.00              | Non            | Yes                      |
|         | <del>18</del> | <del>NIP</del>                 | <del>10G SFP+ LC Short Range 300m OM3 MMF (J9150D)</del>          | <del>\$200.00</del>   | <del>\$3,600.00</del> | <del>Non</del> | <del>Yes</del> <i>NO</i> |
|         | 18            | NIP                            | Compatible GBIC to 10G SFP+ LC Short Range 300m OM3 MMF (J9150D)  | \$81.00               | \$1,458.00            | Non            | Yes                      |
|         | 7             | NIP                            | 3810M 4-Port Stacking Module (JL084A)                             | \$385.00              | \$2,695.00            | Non            | Yes                      |
|         | 6             | NIP                            | 3810M Stacking Cable (J9578A) (1.6Ft)                             | \$146.00              | \$876.00              | Non            | Yes                      |
|         | <del>1</del>  | <del>SONICWALL: NSA 3600</del> | <del>SonicWall NSA 3600 Firewall-Failover Unit</del>              | <del>\$2,193.00</del> | <del>\$2,193.00</del> | <del>Non</del> | <del>Yes</del> <i>NO</i> |
|         | 25            | SONICWALL: SonicPoint          | SonicWall SonicWave 432i (01-SSC-2481)                            | \$624.00              | \$15,600.00           | Non            | Yes                      |
|         | 1             | NIP                            | Assorted Fiber Cables                                             | \$300.00              | \$300.00              | Non            | Yes                      |



|          |             |
|----------|-------------|
| Subtotal | \$78,981.75 |
| Tax      | \$0.00      |
| Total    | \$78,981.75 |

### Notes

1. Estimate is Priced in Quantity Listed Only
2. No Next Day Exchanges on any part (For the cost of the Next Day Exchanges on all equipment we can buy extras switch units and keep them in-house for failure)

### Terms

Terms and Conditions: Shipping and Tax added at time of invoicing. For shipping and tax estimates please call AQM Office Staff. Warranties for Hardware/Labor only cover fixing/replacing of hardware. Software and viruses removals/problems are not included in labor warranties. Extended warranties only cover parts unless otherwise stated. Estimate price is good for a total of 15 days from the estimate's original date.

  
Signature \_\_\_\_\_ Date 2-11-2020



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, February 18, 2020  
Contract/Agreements

**IN THE MATTER OF APPROVING CHANGE  
REQUEST NUMBER: GBS237552-6 FROM  
AT&T NETWORK INTEGRATION SERVICES**

**WHEREAS**, prior hereto on January 31, 2017 the Franklin County Commission adopted Commission Order No. 2017-46 pertaining to an AT&T Network Integration Services and Equipment Resale Agreement; and

**WHEREAS**, Franklin County needs to add additional hardware to the original HVS contract due to the new Franklin County Sheriff's Building going live; and

**WHEREAS**, adding the additional hardware to the original HVS contract causes a revision in the contractual allowance in the amount of a one-time charge of \$8,826.22 and an additional monthly charge of \$144.00 which is not to exceed \$1,728.00 annually.

**IT IS THEREFORE ORDERED** that the proposed Change Order Request # GBS237552-6 for AT&T Network Integration Services is hereby accepted and approved and the Presiding Commissioner is authorized to execute any and all necessary documents on behalf of the County of Franklin and such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of and as the act and deed of the County.

**IT IS FURTHER ORDERED** that a copy of this Order be provided to AT&T Network Integration Services; Ann Struttmann, Purchasing Agent; and Abe Cook, EMA Director.

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

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District



**AT&T Network Integration Services  
Change Request Form**

**CHANGE REQUEST FORM**

|                                                                                     |                                  |                                       |                   |
|-------------------------------------------------------------------------------------|----------------------------------|---------------------------------------|-------------------|
| <b>Change Request Number:</b> GBS237552-6                                           |                                  | <b>NI Agreement dated:</b> 02/20/2017 |                   |
| <b>AT&amp;T Requestor:</b>                                                          | <i>Andy Magersupp</i>            | <b>NI Tracking #:</b>                 | <i>GBS237552</i>  |
| <b>Title:</b>                                                                       | <b>Franklin County Sheriff's</b> | <b>Date of Request:</b>               | <i>01/28/2020</i> |
| <b>Nature of the Change Request:</b> Phase one of the new Franklin County Sheriff's |                                  |                                       |                   |

**Scope of Work**

**Scope of work:** Franklin County Missouri is adding additional Hardware to their Original HVS contract. Customer performing Self-Installation.

|                              |                                          |
|------------------------------|------------------------------------------|
| <b>Ship To:</b>              | <b>Franklin County Sheriff' Dept</b>     |
| <b>Address:</b>              | <b>3 Bruns Lane, Room A104</b>           |
| <b>City, State &amp; Zip</b> | <b>Union, MO 63084</b>                   |
| <b>Attn:</b>                 | <b>Abraham 'Abe' Cook</b>                |
| <b>Contact Phone:</b>        | <b>636-584-1011 acook@franklinmo.net</b> |

**Professional Services and One Time Fees**

| Part Number                                             | Description                                                                                                                                                               | Qty | Price    | Ext Price       |
|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------|-----------------|
| 901 2000 000                                            | Provisioning Service, Group Service, One-Time                                                                                                                             | 1   | \$375.00 | \$375.00        |
| 901 0020 291                                            | Provisioning Service, Basic FXS Gateway Configuration, One-Time                                                                                                           | 1   | \$187.50 | \$187.50        |
| 901 0020 006                                            | Provisioning Service, Non-Mitel Endpoint, Per Instance, One-time                                                                                                          | 1   | \$25.00  | \$25.00         |
| 901 0020 390                                            | Provisioning Service, Mini Database Workshop for Advanced Services data collection , One Time - Scope Dependent, custom quote or JCO required for additional DB Workshops | 1   | \$187.50 | \$187.50        |
| <b>Professional Services and One Time Fees Subtotal</b> |                                                                                                                                                                           |     |          | <b>\$775.00</b> |

**HARDWARE, SOFTWARE, MAINTENACE**

**Phase 1 Site & Ship To Address: 3 Bruns Lane Union, MO 63084 Abe Cook 636-584-1011**

| Part Number                                    | Description                                                                                                        | Qty | Price      | Ext Price         |
|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-----|------------|-------------------|
| 900 0110 020R                                  | VolP gateway, including 2 FXO and 2 FXS analog lines, single 100/10 BaseT MP-114, with RTCP-XR Reports (APPLIANCE) | 1   | \$369.60   | \$369.60          |
| 900 0112 174                                   | Mediant 4000 DP Software Upgrage for 100 SBC Sessions                                                              | 1   | \$1,550.40 | \$1,550.40        |
| 909 110 020R 05                                | Five Years Maintenance for Part Number 900 0110 020R                                                               | 1   | \$382.14   | \$382.14          |
| 909 0112 174 05                                | Five Years Maintenance for Part Number 900 0112 174                                                                | 1   | \$3,762.00 | \$3,762.00        |
| 80C00003AAA-A                                  | 6869 SIP Phone, GigE, Color Display / No AC Adapter*                                                               | 12  | \$165.59   | \$1,987.08        |
| <b>HARDWARE, SOFTWARE, MAINTENACE SUBTOTAL</b> |                                                                                                                    |     |            | <b>\$8,051.22</b> |



**AT&T Network Integration Services  
Change Request Form**

Agreement No.: **201507159256UA**  
 AT&T Network Integration Tracking ID: **GBS237552-6**  
**Document Version # 1.0**

| CUSTOMER Legal Name ("Customer")                                                                                                                                             | AT&T Corp. ("AT&T") (designate other entity if signing entity other than AT&T Corp)                                                                                                                                           | AT&T Branch Sales Contact Name                                                                                                                                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Franklin County Missouri</b>                                                                                                                                              | AT&T                                                                                                                                                                                                                          | Name: Peter Vogt                                                                                                                                                                                                                                                |
| CUSTOMER Address                                                                                                                                                             | AT&T Corp. Address and Contact                                                                                                                                                                                                | AT&T Branch Sales Contact Information                                                                                                                                                                                                                           |
| Street Address: 400 East Locust<br>City: Union<br>State / Province: Missouri<br>Country: USA<br>Domestic / Intl / Zip Code: 63084                                            | One AT&T Way<br>Bedminster, NJ 07921-0752<br>Contact: Master Agreement Support Team<br>Email : <a href="mailto:mast@att.com">mast@att.com</a>                                                                                 | Address: 12851 Manchester Road<br>City: Des Peres<br>State / Province: MO Country: USA<br>Domestic / Intl / Zip Code: 63131<br>Fax:<br>Email: <a href="mailto:pv7245@att.com">pv7245@att.com</a><br>Sales/Branch Mgr: Steve Gallagher<br>SCVP Name: Jim Gwiazda |
| CUSTOMER Contact                                                                                                                                                             | AT&T Address and Contact                                                                                                                                                                                                      | AT&T Branch Contact Information                                                                                                                                                                                                                                 |
| Name: Kathy Hardeman<br>Title: Chief Deputy County Clerk<br>Telephone: 636-583-6356<br>Fax:<br>Email: <a href="mailto:khardeman@franklinmo.net">khardeman@franklinmo.net</a> | Name: Patrick J. Gant<br>Title: Application Sales Consultant<br>Telephone: 314-210-0125<br>Street Address: 12851 Manchester Road<br>City: Des Peres<br>State / Province: MO Country: USA<br>Domestic / Intl / Zip Code: 63131 | Name: Andrew Magersupp<br>Address:<br>City:<br>State / Province: Country:<br>Domestic / Intl / Zip Code:<br>Telephone: 440-834-0992<br>Email: <a href="mailto:am6700@att.com">am6700@att.com</a>                                                                |
| CUSTOMER Billing Address                                                                                                                                                     |                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                 |
| Street Address: 400 East Locust<br>City: Union<br>State / Province: Missouri Country: USA<br>Domestic / Intl / Zip Code: 63084                                               |                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                 |

This AT&T Network Integration Services Change Request Form ("Change Request") is an attachment to the contract identified below:

- (1) the AT&T Network Integration Service Order Attachment
- (2) the AT&T Network Integration Addendum to Comprehensive Service Order Attachment dated 02/20/2017

To the extent any terms set forth in this Change Request conflict with those of the Attachment/Addendum or those of the Statement of Work, the order of priority shall be with respect to the AT&T Network Integration Services provided hereunder: (1) this Change Request; (2) the Statement of Work; (3) the Attachment/Addendum.

**Franklin County Missouri**

**AT&T CORP.**

By: \_\_\_\_\_  
(Authorized Agent or Representative)

By: \_\_\_\_\_  
(Authorized Agent or Representative)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

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

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

HR-ID: AM6700



**AT&T Network Integration Services  
Change Request Form**

| AT&T Product                             | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Per Seat Price Per Month | Qty | Extended Charge Per Month |
|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-----|---------------------------|
| Monthly Premium License Package Per Seat | The AT&T HVS Premium License Package includes the features included with AT&T HVS Basic License Package features. The AT&T HVS Premium License Package also includes voice mail as well as SIP trunking with unlimited local and domestic long distance. AT&T HVS per seat price DOES NOT include Fixed Mobile Convergence, Presence, or Contact Center. The features shown in the HVS Feature Matrix Table below that are listed under the Premium License Column are included in the Premium License | \$10.00                  | 12  | \$120.00                  |
| Monthly Basic License Package Per Seat   | HVS service Basic features, unlimited local and domestic US long distance, defined as within the 48 contiguous states.                                                                                                                                                                                                                                                                                                                                                                                 | \$8.00                   | 3   | \$24.00                   |
| <b>TOTAL MRC</b>                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                          |     | <b>\$144.00</b>           |

| TOTAL CHARGES                           | One Time Fees     | MRC             |
|-----------------------------------------|-------------------|-----------------|
| Professional Services and One Time Fees | \$775.00          |                 |
| Hardware, Software, Maintenance         | \$8,051.22        |                 |
| Monthly Recurring Charges               |                   | \$144.00        |
| <b>Total</b>                            | <b>\$8,826.22</b> | <b>\$144.00</b> |

Pricing does not include tax or shipping fees

**Notes or Additional Information:**

- (a) Defined Scope. Pricing is based on the currently defined Scope of Work. Any additions or changes to this Change Order will necessitate changes in pricing. No project delays occur that would require AT&T to stop work. AT&T will not be held financially responsible for project delays outside of its control.
- (b) Invoicing. AT&T will invoice the Fees as defined herein.
- (c) Expiration Date. Prices quoted herein are valid for thirty (30) days from the date this Change Order is presented to Customer for execution.



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, February 18, 2020  
Contract/Agreements

**IN THE MATTER OF APPROVING AND  
AUTHORIZING EXECUTION OF AN  
AGREEMENT FOR LEGAL SERVICES  
WITH MIRANDA NICKELSON**

**WHEREAS**, Missouri law requires that the Court provide an attorney to parents in child abuse and neglect cases; and

**WHEREAS**, under Missouri law it is the responsibility of the applicable county to provide funds necessary in order to pay for such services; and

**WHEREAS**, Miranda Nickelson has agreed to provide such services as per the Agreement for Legal Services attached hereto for the term beginning January 1, 2020 until December 31, 2020 and for the total compensation of an annual rate of \$70,000.00 payable in twelve equal monthly installments, payable on the last day of the month.

**IT IS THEREFORE ORDERED** that the Agreement with Miranda Nickelson is hereby approved and that Tim Brinker, Presiding Commissioner, and I. I. Lamke, Circuit Court Judge, are authorized to execute said Agreement for Legal Services on behalf of Franklin County.

**IT IS FURTHER ORDERED** that three (3) executed copies of said Agreement and a copy of this Order be provided to Miranda Nickelson and that a copy of this Order and a copy of the Agreement be provided to I. I. Lamke, Circuit Judge; and to Ann Struttmann, Purchasing Agent.

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

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District

**AGREEMENT FOR LEGAL SERVICES**

COME NOW the parties hereto this 1<sup>st</sup> day of January, 2020 between the County of Franklin, Missouri (the “County”) and the Twentieth Judicial Circuit Court (the “Court”), the “County” and the “Court” are collectively referred to hereinafter as the “First Party”, and Miranda Nickelson, Attorney at Law is hereinafter referred to as “Second Party”.

WHEREAS, Section 211.351 RSMo. authorizes the Juvenile Court to appoint a juvenile officer and other necessary juvenile court personnel to serve under the direction of the Court in each county of the first class; and

WHEREAS, the County of Franklin, Missouri is a county of the first class; and

WHEREAS, the Juvenile Court has requested that the County of Franklin, Missouri assist it by retaining the services of contracted attorneys to serve as the attorney for the Twentieth Judicial Circuit Juvenile Officer (“Juvenile Officer”); and

WHEREAS, the County of Franklin, Missouri has appropriated adequate funding for the services of contracted attorneys to serve as the attorney for the Juvenile Officer; and

WHEREAS, the Juvenile Court has solicited interested applicants to for these positions and Miranda Nickelson has indicated a willingness to provide the necessary services as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and payments hereinafter contained, the parties hereto agree as follows:

1. Agreement for Services. The Second Party shall provide such legal services not less than thirty five (35) hours per week to provide legal representation to the Juvenile Officer including, but not limited to, all proceedings before the Juvenile Court or in any court of competent jurisdiction. The legal services shall be provided in compliance with the Second Party’s obligations under the Missouri Rules of Professional Conduct, Orders of the Court, and applicable Missouri law, as the Juvenile Officer and the Second Party deem necessary and appropriate.

2. Term. The Term of this Agreement shall be for the term beginning on January 1, 2020 and shall terminate on December 31, 2020 unless sooner terminated by either party as hereinafter set forth. This Agreement is subject to annual appropriation of sufficient funds by the Franklin County Commission.

3. Compensation. First Party shall pay the Second Party for legal services rendered at an annual rate of Seventy Thousand and 00/100 Dollars (\$70,000.00) payable in twelve equal monthly installments payable on the last day of the month.

4. Independent Contractor. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between the First Party and the Second Party, it being expressly understood and agreed that any of the provisions contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship between the First Party and the Second Party other than the relationship of independent contractor.

5. Extent of Services. The Second Party shall devote at least thirty five (35) hours per week to the Juvenile Officer as needed during the term of this Agreement. The parties further agree that the Second Party shall be permitted to engage in any other business activities, regardless of whether the same is pursued for gain or profit outside of the hours devoted to the Juvenile Officer.

6. Termination without Cause. The First Party may without cause terminate this Agreement at any time by giving sixty (60) days written notice to the Second Party. In that event the Second Party, if requested by the First Party, shall continue to render his services and shall be paid his regular compensation up to the effective date of termination. The Second Party may without cause terminate this Agreement by giving sixty (60) days prior notice to the First Party. In such event, the Second Party shall continue to render his services and shall be paid his regular compensation up to the date of termination.

7. Professional Liability (Malpractice) Insurance. Without limiting its liability hereunder, the Second Party shall maintain during the term of this Agreement Professional Liability (Malpractice) Insurance with limits of not less than Three Million Dollars (\$3,000,000) each claim, Three Million Dollars (\$3,000,000) in the aggregate. The Second Party shall provide the First Party with a certificate of insurance listing these coverages. Such certificate shall provide that the insurance shall not be materially modified or cancelled without thirty (30) days prior written notice to the First Party.

8. Indemnification and Hold Harmless. The Second Party shall indemnify, save and hold the First Party, its elected officials, officers, employees, agents and assigns harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever, for

injury or damage received or sustained, either directly or indirectly, by any person or entity in connection with, or on account of the performance or non-performance of this Agreement. Without limiting the generality of the foregoing, the liability, damage, loss, claims, demands and actions indemnified against include all liability, damage, loss, claims, demands and actions resulting from any misrepresentation, breach or nonfulfillment of any term or provision of the Agreement by Second Party. The Second Party shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all action based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions. This indemnification clause shall be enforceable and remain in force and effect during the duration of this Agreement and shall continue and remain in force and effect after the expiration or termination of the Agreement.

9. Notices. Any notice required or desired to be given under this Agreement shall be deemed given if in writing sent by regular mail to:

First Party: County Commission  
401 E. Locust Street  
Union, Missouri 63084  
Attn: Presiding Commissioner

With a copy to: Mark C. Piontek, Esq.  
Sandberg Phoenix & von Gontard, PC  
1200 Jefferson Street  
Washington, Missouri 63090

Second Party: Miranda Nickelson  
4434 St. Louis Rock Road  
Villa Ridge MO 63089

10. Entire Agreement. The Agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 18<sup>th</sup> day of February, 2020.

County of Franklin, Missouri

By: \_\_\_\_\_  
Tim Brinker  
Presiding Commissioner

SEAL:

Attest: \_\_\_\_\_  
Tim Baker  
County Clerk

Twentieth Judicial Circuit Court

By: \_\_\_\_\_  
I. I. Lamke  
Presiding Judge  
  
Second Party

By: \_\_\_\_\_  
Name: Miranda Nickelson



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, February 18, 2020  
Contract/Agreements

**IN THE MATTER OF APPROVING AND  
AUTHORIZING EXECUTION OF AN  
AGREEMENT FOR LEGAL SERVICES  
WITH CHARLES HURTH**

**WHEREAS**, Missouri law requires that the Court provide an attorney to parents in child abuse and neglect cases; and

**WHEREAS**, under Missouri law it is the responsibility of the applicable county to provide funds necessary in order to pay for such services; and

**WHEREAS**, Charles Hurth has agreed to provide such services as per the Agreement for Legal Services attached hereto for the term beginning January 1, 2020 until December 31, 2020 and for the total compensation of \$1,750.00 per month and such other compensation as provided for in the proposed Agreement.

**IT IS THEREFORE ORDERED** that the Agreement with Charles Hurth is hereby approved and that Tim Brinker, Presiding Commissioner, and I. I. Lamke, Circuit Court Judge, are authorized to execute said Agreement for Legal Services on behalf of Franklin County.

**IT IS FURTHER ORDERED** that three (3) executed copies of said Agreement and a copy of this Order be provided to Charles Hurth and that a copy of this Order and a copy of the Agreement be provided to I. I. Lamke, Circuit Judge; and to Ann Struttmann, Purchasing Agent.

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

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District

## AGREEMENT FOR LEGAL SERVICES

COME NOW the parties hereto this 1<sup>st</sup> day of January, 2020 between the County of Franklin, Missouri (the “County”) and the Twentieth Judicial Circuit Court (the “Court”), the “County” and the “Court” are collectively referred to hereinafter as the “First Party”, and Charles Hurth, Attorney at Law are hereinafter referred to as “Second Party”.

WHEREAS, Missouri law requires that the Court appoint an attorney to represent parents in certain matters pending before the Court including, but not limited to, child abuse and neglect cases; and

WHEREAS, the County is required to provide funds necessary for the services of such appointed attorneys.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and payments hereinafter contained, the parties hereto agree as follows:

1. Agreement for Services. The Second Party shall provide such legal services as may be required upon appointment by the Court. The legal services shall be provided in compliance with the Second Party’s obligations under the Missouri Rules of Professional Conduct, Orders of the Court, and applicable Missouri law, as the Court and the Second Party deem necessary and appropriate.

2. Term. The Term of this Agreement shall be for the term beginning on January 1, 2020 and shall terminate on December 31, 2020 unless sooner terminated by either party as hereinafter set forth. This Agreement is subject to annual appropriation of sufficient funds by the Franklin County Commission.

3. Compensation. First Party shall pay the Second Party for legal services rendered at a monthly rate of One Thousand Seven Hundred Fifty and 00/100 Dollars (\$1,750.00).

4. Independent Contractor. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between the First Party and the Second Party, it being expressly understood and agreed that any of the provisions contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship between the First Party and the Second Party other than the relationship of independent contractor.

5. Extent of Services. The Second Party shall devote such time and attention to the Court's business as needed during the term of this Agreement. The parties further agree that the Second Party shall be permitted to engage in any other business activities, regardless of whether the same is pursued for gain or profit.

6. Termination without Cause. The First Party may without cause terminate this Agreement at any time by giving sixty (60) days written notice to the Second Party. In that event the Second Party, if requested by the First Party, shall continue to render his services and shall be paid his regular compensation up to the effective date of termination. The Second Party may without cause terminate this Agreement by giving sixty (60) days prior notice to the First Party. In such event, the Second Party shall continue to render his services and shall be paid his regular compensation up to the date of termination.

7. Professional Liability (Malpractice) Insurance. Without limiting its liability hereunder, the Second Party shall maintain during the term of this Agreement Professional Liability (Malpractice) Insurance with limits of not less than Three Million Dollars (\$3,000,000) each claim, Three Million Dollars (\$3,000,000) in the aggregate. The Second Party shall provide the First Party with a certificate of insurance listing these coverages. Such certificate shall provide that the insurance shall not be materially modified or cancelled without thirty (30) days prior written notice to the First Party.

8. Indemnification and Hold Harmless. The Second Party shall indemnify, save and hold the First Party, its elected officials, officers, employees, agents and assigns harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever, for injury or damage received or sustained, either directly or indirectly, by any person or entity in connection with, or on account of the performance or non-performance of this Agreement. Without limiting the generality of the foregoing, the liability, damage, loss, claims, demands and actions indemnified against include all liability, damage, loss, claims, demands and actions resulting from any misrepresentation, breach or nonfulfillment of any term or provision of the Agreement by Second Party. The Second Party shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all action based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions. This indemnification clause shall be

enforceable and remain in force and effect during the duration of this Agreement and shall continue and remain in force and effect after the expiration or termination of the Agreement.

9. Notices. Any notice required or desired to be given under this Agreement shall be deemed given if in writing sent by regular mail to:

First Party: Office of the Presiding Judge  
Twentieth Judicial Circuit  
401 E. Main Street, Room 100A  
Union, Missouri 63084

With a copy to: Mark C. Piontek, Esq.  
Lewis Rice LLC  
1200 Jefferson Street  
Washington, Missouri 63090

Second Party: Charles Hurth  
301 E. Main Street  
Union, Missouri 63084

10. Entire Agreement. The Agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 18<sup>th</sup> day of February, 2020.

County of Franklin, Missouri

By: \_\_\_\_\_  
Tim Brinker  
Presiding Commissioner

SEAL:

Attest: \_\_\_\_\_  
Tim Baker  
County Clerk

Twentieth Judicial Circuit Court

By: \_\_\_\_\_  
I. I. Lamke  
Presiding Judge

Second Party

By: \_\_\_\_\_  
Name: Charles Hurth



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, February 18, 2020  
Contract/Agreements

**IN THE MATTER OF APPROVING AND  
AUTHORIZING EXECUTION OF AN  
AGREEMENT FOR LEGAL SERVICES  
WITH GORDON UPCHURCH**

**WHEREAS**, Missouri law requires that the Court provide an attorney to parents in child abuse and neglect cases; and

**WHEREAS**, under Missouri law it is the responsibility of the applicable county to provide funds necessary in order to pay for such services; and

**WHEREAS**, Gordon Upchurch has agreed to provide such services as per the Agreement for Legal Services attached hereto for the term beginning January 1, 2020 until December 31, 2020 and for the total compensation of \$1,750.00 per month and such other compensation as provided for in the proposed Agreement.

**IT IS THEREFORE ORDERED** that the Agreement with Gordon Upchurch is hereby approved and that Tim Brinker, Presiding Commissioner, and I. I. Lamke, Circuit Court Judge, are authorized to execute said Agreement for Legal Services on behalf of Franklin County.

**IT IS FURTHER ORDERED** that three (3) executed copies of said Agreement and a copy of this Order be provided to Gordon Upchurch and that a copy of this Order and a copy of the Agreement be provided to I. I. Lamke, Circuit Judge; and to Ann Struttmann, Purchasing Agent.

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

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District

## AGREEMENT FOR LEGAL SERVICES

COME NOW the parties hereto this 1<sup>st</sup> day of January, 2020 between the County of Franklin, Missouri (the “County”) and the Twentieth Judicial Circuit Court (the “Court”), the “County” and the “Court” are collectively referred to hereinafter as the “First Party”, and Gordon Upchurch, Attorney at Law are hereinafter referred to as “Second Party”.

WHEREAS, Missouri law requires that the Court appoint an attorney to represent parents in certain matters pending before the Court including, but not limited to, child abuse and neglect cases; and

WHEREAS, the County is required to provide funds necessary for the services of such appointed attorneys.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and payments hereinafter contained, the parties hereto agree as follows:

1. Agreement for Services. The Second Party shall provide such legal services as may be required upon appointment by the Court. The legal services shall be provided in compliance with the Second Party’s obligations under the Missouri Rules of Professional Conduct, Orders of the Court, and applicable Missouri law, as the Court and the Second Party deem necessary and appropriate.

2. Term. The Term of this Agreement shall be for the term beginning on January 1, 2020 and shall terminate on December 31, 2020 unless sooner terminated by either party as hereinafter set forth. This Agreement is subject to annual appropriation of sufficient funds by the Franklin County Commission.

3. Compensation. First Party shall pay the Second Party for legal services rendered at a monthly rate of One Thousand Seven Hundred Fifty and 00/100 Dollars (\$1,750.00).

4. Independent Contractor. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between the First Party and the Second Party, it being expressly understood and agreed that any of the provisions contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship between the First Party and the Second Party other than the relationship of independent contractor.

5. Extent of Services. The Second Party shall devote such time and attention to the Court's business as needed during the term of this Agreement. The parties further agree that the Second Party shall be permitted to engage in any other business activities, regardless of whether the same is pursued for gain or profit.

6. Termination without Cause. The First Party may without cause terminate this Agreement at any time by giving sixty (60) days written notice to the Second Party. In that event the Second Party, if requested by the First Party, shall continue to render his services and shall be paid his regular compensation up to the effective date of termination. The Second Party may without cause terminate this Agreement by giving sixty (60) days prior notice to the First Party. In such event, the Second Party shall continue to render his services and shall be paid his regular compensation up to the date of termination.

7. Professional Liability (Malpractice) Insurance. Without limiting its liability hereunder, the Second Party shall maintain during the term of this Agreement Professional Liability (Malpractice) Insurance with limits of not less than Three Million Dollars (\$3,000,000) each claim, Three Million Dollars (\$3,000,000) in the aggregate. The Second Party shall provide the First Party with a certificate of insurance listing these coverages. Such certificate shall provide that the insurance shall not be materially modified or cancelled without thirty (30) days prior written notice to the First Party.

8. Indemnification and Hold Harmless. The Second Party shall indemnify, save and hold the First Party, its elected officials, officers, employees, agents and assigns harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever, for injury or damage received or sustained, either directly or indirectly, by any person or entity in connection with, or on account of the performance or non-performance of this Agreement. Without limiting the generality of the foregoing, the liability, damage, loss, claims, demands and actions indemnified against include all liability, damage, loss, claims, demands and actions resulting from any misrepresentation, breach or nonfulfillment of any term or provision of the Agreement by Second Party. The Second Party shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all action based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions. This indemnification clause shall be

enforceable and remain in force and effect during the duration of this Agreement and shall continue and remain in force and effect after the expiration or termination of the Agreement.

9. Notices. Any notice required or desired to be given under this Agreement shall be deemed given if in writing sent by regular mail to:

First Party: Office of the Presiding Judge  
Twentieth Judicial Circuit  
401 E. Main Street, Room 100A  
Union, Missouri 63084

With a copy to: Mark C. Piontek, Esq.  
Lewis Rice LLC  
1200 Jefferson Street  
Washington, Missouri 63090

Second Party: Gordon Upchurch  
206 E. Locust Street  
Union, Missouri 63084

10. Entire Agreement. The Agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 18<sup>th</sup> day of February, 2020.

County of Franklin, Missouri

By: \_\_\_\_\_  
Tim Brinker  
Presiding Commissioner

SEAL:

Attest: \_\_\_\_\_  
Tim Baker  
County Clerk

Twentieth Judicial Circuit Court

By: \_\_\_\_\_

I. I. Lamke  
Presiding Judge

Second Party

By: \_\_\_\_\_

Name: Gordon Upchurch



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, February 18, 2020  
Contract/Agreements

**IN THE MATTER OF APPROVING AND  
AUTHORIZING EXECUTION OF AN  
AGREEMENT FOR LEGAL SERVICES  
WITH CHRISTOPHER JENSEN**

**WHEREAS**, Missouri law requires that the Court provide an attorney to parents in child abuse and neglect cases; and

**WHEREAS**, under Missouri law it is the responsibility of the applicable county to provide funds necessary in order to pay for such services; and

**WHEREAS**, Christopher Jensen has agreed to provide such services as per the Agreement for Legal Services attached hereto for the term beginning January 1, 2020 until December 31, 2020 and for the total compensation of \$1,750.00 per month and such other compensation as provided for in the proposed Agreement.

**IT IS THEREFORE ORDERED** that the Agreement with Christopher Jensen is hereby approved and that Tim Brinker, Presiding Commissioner, and I. I. Lamke, Circuit Court Judge, are authorized to execute said Agreement for Legal Services on behalf of Franklin County.

**IT IS FURTHER ORDERED** that three (3) executed copies of said Agreement and a copy of this Order be provided to Christopher Jensen and that a copy of this Order and a copy of the Agreement be provided to I. I. Lamke, Circuit Judge; and to Ann Struttmann, Purchasing Agent.

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

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District

## AGREEMENT FOR LEGAL SERVICES

COME NOW the parties hereto this 1<sup>st</sup> day of January, 2020 between the County of Franklin, Missouri (the “County”) and the Twentieth Judicial Circuit Court (the “Court”), the “County” and the “Court” are collectively referred to hereinafter as the “First Party”, and Chris Jensen, Attorney at Law are hereinafter referred to as “Second Party”.

WHEREAS, Missouri law requires that the Court appoint an attorney to represent parents in certain matters pending before the Court including, but not limited to, child abuse and neglect cases; and

WHEREAS, the County is required to provide funds necessary for the services of such appointed attorneys.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and payments hereinafter contained, the parties hereto agree as follows:

1. Agreement for Services. The Second Party shall provide such legal services as may be required upon appointment by the Court. The legal services shall be provided in compliance with the Second Party’s obligations under the Missouri Rules of Professional Conduct, Orders of the Court, and applicable Missouri law, as the Court and the Second Party deem necessary and appropriate.

2. Term. The Term of this Agreement shall be for the term beginning on January 1, 2020 and shall terminate on December 31, 2020 unless sooner terminated by either party as hereinafter set forth. This Agreement is subject to annual appropriation of sufficient funds by the Franklin County Commission.

3. Compensation. First Party shall pay the Second Party for legal services rendered at a monthly rate of One Thousand Seven Hundred Fifty and 00/100 Dollars (\$1,750.00).

4. Independent Contractor. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between the First Party and the Second Party, it being expressly understood and agreed that any of the provisions contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship between the First Party and the Second Party other than the relationship of independent contractor.

5. Extent of Services. The Second Party shall devote such time and attention to the Court's business as needed during the term of this Agreement. The parties further agree that the Second Party shall be permitted to engage in any other business activities, regardless of whether the same is pursued for gain or profit.

6. Termination without Cause. The First Party may without cause terminate this Agreement at any time by giving sixty (60) days written notice to the Second Party. In that event the Second Party, if requested by the First Party, shall continue to render his services and shall be paid his regular compensation up to the effective date of termination. The Second Party may without cause terminate this Agreement by giving sixty (60) days prior notice to the First Party. In such event, the Second Party shall continue to render his services and shall be paid his regular compensation up to the date of termination.

7. Professional Liability (Malpractice) Insurance. Without limiting its liability hereunder, the Second Party shall maintain during the term of this Agreement Professional Liability (Malpractice) Insurance with limits of not less than Three Million Dollars (\$3,000,000) each claim, Three Million Dollars (\$3,000,000) in the aggregate. The Second Party shall provide the First Party with a certificate of insurance listing these coverages. Such certificate shall provide that the insurance shall not be materially modified or cancelled without thirty (30) days prior written notice to the First Party.

8. Indemnification and Hold Harmless. The Second Party shall indemnify, save and hold the First Party, its elected officials, officers, employees, agents and assigns harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever, for injury or damage received or sustained, either directly or indirectly, by any person or entity in connection with, or on account of the performance or non-performance of this Agreement. Without limiting the generality of the foregoing, the liability, damage, loss, claims, demands and actions indemnified against include all liability, damage, loss, claims, demands and actions resulting from any misrepresentation, breach or nonfulfillment of any term or provision of the Agreement by Second Party. The Second Party shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all action based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions. This indemnification clause shall be

enforceable and remain in force and effect during the duration of this Agreement and shall continue and remain in force and effect after the expiration or termination of the Agreement.

9. Notices. Any notice required or desired to be given under this Agreement shall be deemed given if in writing sent by regular mail to:

First Party: Office of the Presiding Judge  
Twentieth Judicial Circuit  
401 E. Main Street, Room 100A  
Union, Missouri 63084

With a copy to: Mark C. Piontek, Esq.  
Lewis Rice LLC  
1200 Jefferson Street  
Washington, Missouri 63090

Second Party: Chris Jensen  
Baylard, Billington, Dempsey & Jensen, PC  
30 S. McKinley  
Union, Missouri 63084

10. Entire Agreement. The Agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 18<sup>th</sup> day of February, 2020.

County of Franklin, Missouri

By: \_\_\_\_\_  
Tim Brinker  
Presiding Commissioner

SEAL:

Attest: \_\_\_\_\_  
Tim Baker  
County Clerk

Twentieth Judicial Circuit Court

By: \_\_\_\_\_

I. I. Lamke  
Presiding Judge

Second Party

By: \_\_\_\_\_

Name: Chris Jensen



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, February 18, 2020  
Contract/Agreements

**IN THE MATTER OF APPROVING AND  
AUTHORIZING EXECUTION OF AN  
AGREEMENT FOR LEGAL SERVICES  
WITH A. DAVID ARAND**

**WHEREAS**, Missouri law requires that the Court provide an attorney to parents in child abuse and neglect cases; and

**WHEREAS**, under Missouri law it is the responsibility of the applicable county to provide funds necessary in order to pay for such services; and

**WHEREAS**, A. David Arand has agreed to provide such services as per the Agreement for Legal Services attached hereto for the term beginning January 1, 2020 until December 31, 2020 and for the total compensation of \$1,750.00 per month and such other compensation as provided for in the proposed Agreement.

**IT IS THEREFORE ORDERED** that the Agreement with A. David Arand is hereby approved and that Tim Brinker, Presiding Commissioner, and I. I. Lamke, Circuit Court Judge, are authorized to execute said Agreement for Legal Services on behalf of Franklin County.

**IT IS FURTHER ORDERED** that three (3) executed copies of said Agreement and a copy of this Order be provided to A. David Arand and that a copy of this Order and a copy of the Agreement be provided to I. I. Lamke, Circuit Judge; and to Ann Struttmann, Purchasing Agent.

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Presiding Commissioner

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Commissioner of 1<sup>st</sup> District

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Commissioner of 2<sup>nd</sup> District

## AGREEMENT FOR LEGAL SERVICES

COME NOW the parties hereto this 1<sup>st</sup> day of January, 2020 between the County of Franklin, Missouri (the “County”) and the Twentieth Judicial Circuit Court (the “Court”), the “County” and the “Court” are collectively referred to hereinafter as the “First Party”, and A. David Arand, Attorney at Law are hereinafter referred to as “Second Party”.

WHEREAS, Missouri law requires that the Court appoint an attorney to represent parents in certain matters pending before the Court including, but not limited to, child abuse and neglect cases; and

WHEREAS, the County is required to provide funds necessary for the services of such appointed attorneys.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and payments hereinafter contained, the parties hereto agree as follows:

1. Agreement for Services. The Second Party shall provide such legal services as may be required upon appointment by the Court. The legal services shall be provided in compliance with the Second Party’s obligations under the Missouri Rules of Professional Conduct, Orders of the Court, and applicable Missouri law, as the Court and the Second Party deem necessary and appropriate.

2. Term. The Term of this Agreement shall be for the term beginning on January 1, 2020 and shall terminate on December 31, 2020 unless sooner terminated by either party as hereinafter set forth. This Agreement is subject to annual appropriation of sufficient funds by the Franklin County Commission.

3. Compensation. First Party shall pay the Second Party for legal services rendered at a monthly rate of One Thousand Seven Hundred Fifty and 00/100 Dollars (\$1,750.00).

4. Independent Contractor. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between the First Party and the Second Party, it being expressly understood and agreed that any of the provisions contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship between the First Party and the Second Party other than the relationship of independent contractor.

5. Extent of Services. The Second Party shall devote such time and attention to the Court's business as needed during the term of this Agreement. The parties further agree that the Second Party shall be permitted to engage in any other business activities, regardless of whether the same is pursued for gain or profit.

6. Termination without Cause. The First Party may without cause terminate this Agreement at any time by giving sixty (60) days written notice to the Second Party. In that event the Second Party, if requested by the First Party, shall continue to render his services and shall be paid his regular compensation up to the effective date of termination. The Second Party may without cause terminate this Agreement by giving sixty (60) days prior notice to the First Party. In such event, the Second Party shall continue to render his services and shall be paid his regular compensation up to the date of termination.

7. Professional Liability (Malpractice) Insurance. Without limiting its liability hereunder, the Second Party shall maintain during the term of this Agreement Professional Liability (Malpractice) Insurance with limits of not less than Three Million Dollars (\$3,000,000) each claim, Three Million Dollars (\$3,000,000) in the aggregate. The Second Party shall provide the First Party with a certificate of insurance listing these coverages. Such certificate shall provide that the insurance shall not be materially modified or cancelled without thirty (30) days prior written notice to the First Party.

8. Indemnification and Hold Harmless. The Second Party shall indemnify, save and hold the First Party, its elected officials, officers, employees, agents and assigns harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever, for injury or damage received or sustained, either directly or indirectly, by any person or entity in connection with, or on account of the performance or non-performance of this Agreement. Without limiting the generality of the foregoing, the liability, damage, loss, claims, demands and actions indemnified against include all liability, damage, loss, claims, demands and actions resulting from any misrepresentation, breach or nonfulfillment of any term or provision of the Agreement by Second Party. The Second Party shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all action based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions. This indemnification clause shall be

enforceable and remain in force and effect during the duration of this Agreement and shall continue and remain in force and effect after the expiration or termination of the Agreement.

9. Notices. Any notice required or desired to be given under this Agreement shall be deemed given if in writing sent by regular mail to:

First Party: Office of the Presiding Judge  
Twentieth Judicial Circuit  
401 E. Main Street, Room 100A  
Union, Missouri 63084

With a copy to: Mark C. Piontek, Esq.  
Lewis Rice LLC  
1200 Jefferson Street  
Washington, Missouri 63090

Second Party: A. David Arand  
405 W. Highway 50, Suite 600  
Union, Missouri 63084

10. Entire Agreement. The Agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 18<sup>th</sup> day of February, 2020.

County of Franklin, Missouri

By: \_\_\_\_\_  
Tim Brinker  
Presiding Commissioner

SEAL:

Attest: \_\_\_\_\_  
Tim Baker  
County Clerk

Twentieth Judicial Circuit Court

By: \_\_\_\_\_  
I. I. Lamke  
Presiding Judge  
  
Second Party

By: \_\_\_\_\_  
Name: A. David Arand



Commission Order No. 2020-73

First Quarter Term 2020

## COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, February 18, 2020  
Contract/Agreements

**IN THE MATTER OF APPROVING AND  
AUTHORIZING EXECUTION OF AN  
AGREEMENT FOR LEGAL SERVICES  
WITH BELINDA BECKER**

**WHEREAS**, Missouri law requires that the Court provide an attorney to parents in child abuse and neglect cases; and

**WHEREAS**, under Missouri law it is the responsibility of the applicable county to provide funds necessary in order to pay for such services; and

**WHEREAS**, Belinda Becker has agreed to provide such services as per the Agreement for Legal Services attached hereto for the term beginning January 1, 2020 until December 31, 2020 and for the total compensation of \$1,750.00 per month and such other compensation as provided for in the proposed Agreement.

**IT IS THEREFORE ORDERED** that the Agreement with Belinda Becker is hereby approved and that Presiding Commissioner and I. I. Lamke, Circuit Court Judge, are authorized to execute said Agreement for Legal Services on behalf of Franklin County.

**IT IS FURTHER ORDERED** that three (3) executed copies of said Agreement and a copy of this Order be provided to Belinda Becker and that a copy of this Order and a copy of the Agreement be provided to I. I. Lamke, Circuit Judge; and to Ann Struttmann, Purchasing Agent.

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Presiding Commissioner

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Commissioner of 1<sup>st</sup> District

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Commissioner of 2<sup>nd</sup> District

## AGREEMENT FOR LEGAL SERVICES

COME NOW the parties hereto this 1<sup>st</sup> day of January, 2020 between the County of Franklin, Missouri (the “County”) and the Twentieth Judicial Circuit Court (the “Court”), the “County” and the “Court” are collectively referred to hereinafter as the “First Party”, and Belinda S. Becker, Attorney at Law are hereinafter referred to as “Second Party”.

WHEREAS, Missouri law requires that the Court appoint an attorney to represent parents in certain matters pending before the Court including, but not limited to, child abuse and neglect cases; and

WHEREAS, the County is required to provide funds necessary for the services of such appointed attorneys.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and payments hereinafter contained, the parties hereto agree as follows:

1. Agreement for Services. The Second Party shall provide such legal services as may be required upon appointment by the Court. The legal services shall be provided in compliance with the Second Party’s obligations under the Missouri Rules of Professional Conduct, Orders of the Court, and applicable Missouri law, as the Court and the Second Party deem necessary and appropriate.

2. Term. The Term of this Agreement shall be for the term beginning on January 1, 2020 and shall terminate on December 31, 2020 unless sooner terminated by either party as hereinafter set forth. This Agreement is subject to annual appropriation of sufficient funds by the Franklin County Commission.

3. Compensation. First Party shall pay the Second Party for legal services rendered at a monthly rate of One Thousand Seven Hundred Fifty and 00/100 Dollars (\$1,750.00).

4. Independent Contractor. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between the First Party and the Second Party, it being expressly understood and agreed that any of the provisions contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship between the First Party and the Second Party other than the relationship of independent contractor.

5. Extent of Services. The Second Party shall devote such time and attention to the Court's business as needed during the term of this Agreement. The parties further agree that the Second Party shall be permitted to engage in any other business activities, regardless of whether the same is pursued for gain or profit.

6. Termination without Cause. The First Party may without cause terminate this Agreement at any time by giving sixty (60) days written notice to the Second Party. In that event the Second Party, if requested by the First Party, shall continue to render his services and shall be paid his regular compensation up to the effective date of termination. The Second Party may without cause terminate this Agreement by giving sixty (60) days prior notice to the First Party. In such event, the Second Party shall continue to render his services and shall be paid his regular compensation up to the date of termination.

7. Professional Liability (Malpractice) Insurance. Without limiting its liability hereunder, the Second Party shall maintain during the term of this Agreement Professional Liability (Malpractice) Insurance with limits of not less than Three Million Dollars (\$3,000,000) each claim, Three Million Dollars (\$3,000,000) in the aggregate. The Second Party shall provide the First Party with a certificate of insurance listing these coverages. Such certificate shall provide that the insurance shall not be materially modified or cancelled without thirty (30) days prior written notice to the First Party.

8. Indemnification and Hold Harmless. The Second Party shall indemnify, save and hold the First Party, its elected officials, officers, employees, agents and assigns harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever, for injury or damage received or sustained, either directly or indirectly, by any person or entity in connection with, or on account of the performance or non-performance of this Agreement. Without limiting the generality of the foregoing, the liability, damage, loss, claims, demands and actions indemnified against include all liability, damage, loss, claims, demands and actions resulting from any misrepresentation, breach or nonfulfillment of any term or provision of the Agreement by Second Party. The Second Party shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all action based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions. This indemnification clause shall be

enforceable and remain in force and effect during the duration of this Agreement and shall continue and remain in force and effect after the expiration or termination of the Agreement.

9. Notices. Any notice required or desired to be given under this Agreement shall be deemed given if in writing sent by regular mail to:

First Party: Office of the Presiding Judge  
Twentieth Judicial Circuit  
401 E. Main Street, Room 100A  
Union, Missouri 63084

With a copy to: Mark C. Piontek, Esq.  
Lewis Rice LLC  
1200 Jefferson Street  
Washington, Missouri 63090

Second Party: Belinda S. Becker  
7 Catawba Place  
Washington, Missouri 63090

10. Entire Agreement. The Agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 18<sup>th</sup> day of February, 2020.

County of Franklin, Missouri

By: \_\_\_\_\_  
Tim Brinker  
Presiding Commissioner

SEAL:

Attest: \_\_\_\_\_  
Tim Baker  
County Clerk

Twentieth Judicial Circuit Court

By: \_\_\_\_\_

I. I. Lamke  
Presiding Judge

Second Party

By: \_\_\_\_\_

Name: Belinda S. Becker



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, February 18, 2020  
Contract/Agreements

**IN THE MATTER OF APPROVING AND  
AUTHORIZING EXECUTION OF AN  
AGREEMENT FOR LEGAL SERVICES  
WITH JILL ROSLONIEC**

**WHEREAS**, Missouri law requires that the Court provide an attorney to parents in child abuse and neglect cases; and

**WHEREAS**, under Missouri law it is the responsibility of the applicable county to provide funds necessary in order to pay for such services; and

**WHEREAS**, Jill Rosloniec has agreed to provide such services as per the Agreement for Legal Services attached hereto for the term beginning January 1, 2020 until December 31, 2020 and for the total compensation of \$1,750.00 per month and such other compensation as provided for in the proposed Agreement.

**IT IS THEREFORE ORDERED** that the Agreement with Jill Rosloniec is hereby approved and that Presiding Commissioner and I. I. Lamke, Circuit Court Judge, are authorized to execute said Agreement for Legal Services on behalf of Franklin County.

**IT IS FURTHER ORDERED** that three (3) executed copies of said Agreement and a copy of this Order be provided to Jill Rosloniec and that a copy of this Order and a copy of the Agreement be provided to I. I. Lamke, Circuit Judge; and to Ann Struttman, Purchasing Agent.

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

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District

## AGREEMENT FOR LEGAL SERVICES

COME NOW the parties hereto this 1<sup>st</sup> day of January, 2020 between the County of Franklin, Missouri (the “County”) and the Twentieth Judicial Circuit Court (the “Court”), the “County” and the “Court” are collectively referred to hereinafter as the “First Party”, and Jill Rosloniec and Aubuchon Buesher Goodale & Bardot LLC, Attorneys at Law are hereinafter referred to as “Second Party”.

WHEREAS, Missouri law requires that a child is entitled to be represented by counsel in all proceedings under subdivision (2) or (3) of subsection 1 of section 211.031 and by a guardian ad litem in all proceedings under subdivision (1) of subsection 1 of section 211.031; and

WHEREAS, the Juvenile Court shall appoint counsel for a child prior to the filing of a petition if a request is made therefor to the Court and the Court finds that the child is the subject of a Juvenile Court proceeding and that the child making the request is indigent.

WHEREAS, when a petition has been filed under subdivision (2) or (3) of subsection 1 of section 211.031, the Juvenile Court shall appoint counsel for the child except if private counsel has entered his or her appearance on behalf of the child or if counsel has been waived in accordance with law; and

WHEREAS, the County is required to provide funds necessary for the services of such appointed attorneys.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and payments hereinafter contained, the parties hereto agree as follows:

1. Agreement for Services. The Second Party shall provide such legal services as may be required upon appointment by the Court. The legal services shall be provided in compliance with the Second Party’s obligations under the Missouri Rules of Professional Conduct, Orders of the Court, and applicable Missouri law, as the Court and the Second Party deem necessary and appropriate.

2. Term. The Term of this Agreement shall be for the term beginning on January 1, 2020 and shall terminate on December 31, 2020 unless sooner terminated by either party as

hereinafter set forth. This Agreement is subject to annual appropriation of sufficient funds by the Franklin County Commission.

3. Compensation. First Party shall pay the Second Party for legal services rendered a monthly rate of One Thousand Seven Hundred Fifty and 00/100 Dollars (\$1,750.00).

4. Independent Contractor. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between the First Party and the Second Party, it being expressly understood and agreed that any of the provisions contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship between the First Party and the Second Party other than the relationship of independent contractor.

5. Extent of Services. The Second Party shall devote such time and attention to the Court's business as needed during the term of this Agreement. The parties further agree that the Second Party shall be permitted to engage in any other business activities, regardless of whether the same is pursued for gain or profit.

6. Termination without Cause. The First Party may without cause terminate this Agreement at any time by giving sixty (60) days written notice to the Second Party. In that event the Second Party, if requested by the First Party, shall continue to render his services and shall be paid his regular compensation up to the effective date of termination. The Second Party may without cause terminate this Agreement by giving sixty (60) days prior notice to the First Party. In such event, the Second Party shall continue to render his services and shall be paid his regular compensation up to the date of termination.

7. Professional Liability (Malpractice) Insurance. Without limiting its liability hereunder, the Second Party shall maintain during the term of this Agreement Professional Liability (Malpractice) Insurance with limits of not less than Three Million Dollars (\$3,000,000) each claim, Three Million Dollars (\$3,000,000) in the aggregate. The Second Party shall provide the First Party with a certificate of insurance listing these coverages. Such certificate shall provide that the insurance shall not be materially modified or cancelled without thirty (30) days prior written notice to the First Party.

8. Indemnification and Hold Harmless. The Second Party shall indemnify, save and hold the First Party, its elected officials, officers, employees, agents and assigns harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever, for

injury or damage received or sustained, either directly or indirectly, by any person or entity in connection with, or on account of the performance or non-performance of this Agreement. Without limiting the generality of the foregoing, the liability, damage, loss, claims, demands and actions indemnified against include all liability, damage, loss, claims, demands and actions resulting from any misrepresentation, breach or nonfulfillment of any term or provision of the Agreement by Second Party. The Second Party shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all action based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions. This indemnification clause shall be enforceable and remain in force and effect during the duration of this Agreement and shall continue and remain in force and effect after the expiration or termination of the Agreement.

9. Notices. Any notice required or desired to be given under this Agreement shall be deemed given if in writing sent by regular mail to:

First Party: Office of the Presiding Judge  
Twentieth Judicial Circuit  
401 E. Main Street, Room 100A  
Union, Missouri 63084

With a copy to: Mark C. Piontek, Esq.  
Lewis Rice LLC  
1200 Jefferson Street  
Washington, Missouri 63090

Second Party: Jill Rosloniec  
Aubuchon Buesher Goodale & Bardot LLC  
104 S. McKinley Avenue, Suite B  
Union, Missouri 63084

10. Entire Agreement. The Agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 18<sup>th</sup> day of February, 2020.

County of Franklin, Missouri

By: \_\_\_\_\_  
Tim Brinker  
Presiding Commissioner

SEAL:

Attest: \_\_\_\_\_  
Tim Baker  
County Clerk

Twentieth Judicial Circuit Court

By: \_\_\_\_\_  
I. I. Lamke  
Presiding Judge  
  
Second Party

By: \_\_\_\_\_  
Name: Jill Rosloniec



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, February 18, 2020  
Contract/Agreements

**IN THE MATTER OF APPROVING AND  
AUTHORIZING EXECUTION OF AN  
AGREEMENT FOR LEGAL SERVICES  
WITH NATALIE POLLOCK**

**WHEREAS**, Missouri law requires that the Court provide an attorney to parents in child abuse and neglect cases; and

**WHEREAS**, under Missouri law it is the responsibility of the applicable county to provide funds necessary in order to pay for such services; and

**WHEREAS**, Natalie Pollock has agreed to provide such services as per the Agreement for Legal Services attached hereto for the term beginning January 1, 2020 until December 31, 2020 and for the total compensation of \$4,000.00 per month and such other compensation as provided for in the proposed Agreement.

**IT IS THEREFORE ORDERED** that the Agreement with Natalie Pollock is hereby approved and that Tim Brinker, Presiding Commissioner and I. I. Lamke, Circuit Court Judge, are authorized to execute said Agreement for Legal Services on behalf of Franklin County.

**IT IS FURTHER ORDERED** that three (3) executed copies of said Agreement and a copy of this Order be provided to Natalie Pollock and that a copy of this Order and a copy of the Agreement be provided to I. I. Lamke, Circuit Judge and to Ann Struttman, Purchasing Agent.

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

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District

## AGREEMENT FOR LEGAL SERVICES

COME NOW the parties hereto this 1<sup>st</sup> day of January, 2020 between the County of Franklin, Missouri (the “County”) and the Twentieth Judicial Circuit Court (the “Court”), the “County” and the “Court” are collectively referred to hereinafter as the “First Party”, and Natalie Pollock, Attorney at Law are hereinafter referred to as “Second Party”.

WHEREAS, Missouri law requires that a child is entitled to be represented by counsel in all proceedings under subdivision (2) or (3) of subsection 1 of section 211.031 and by a guardian ad litem in all proceedings under subdivision (1) of subsection 1 of section 211.031; and

WHEREAS, the Juvenile Court shall appoint counsel for a child prior to the filing of a petition if a request is made therefor to the Court and the Court finds that the child is the subject of a Juvenile Court proceeding and that the child making the request is indigent.

WHEREAS, when a petition has been filed under subdivision (2) or (3) of subsection 1 of section 211.031, the Juvenile Court shall appoint counsel for the child except if private counsel has entered his or her appearance on behalf of the child or if counsel has been waived in accordance with law; and

WHEREAS, the County is required to provide funds necessary for the services of such appointed attorneys.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and payments hereinafter contained, the parties hereto agree as follows:

1. Agreement for Services. The Second Party shall provide such legal services as may be required upon appointment by the Court. The legal services shall be provided in compliance with the Second Party’s obligations under the Missouri Rules of Professional Conduct, Orders of the Court, and applicable Missouri law, as the Court and the Second Party deem necessary and appropriate.

2. Term. The Term of this Agreement shall be for the term beginning on January 1, 2020 and shall terminate on December 31, 2020 unless sooner terminated by either party as

hereinafter set forth. This Agreement is subject to annual appropriation of sufficient funds by the Franklin County Commission.

3. Compensation. First Party shall pay the Second Party for legal services rendered at a monthly rate of Four Thousand and 00/100 Dollars (\$4,000.00).

4. Independent Contractor. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between the First Party and the Second Party, it being expressly understood and agreed that any of the provisions contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship between the First Party and the Second Party other than the relationship of independent contractor.

5. Extent of Services. The Second Party shall devote such time and attention to the Court's business as needed during the term of this Agreement. The parties further agree that the Second Party shall be permitted to engage in any other business activities, regardless of whether the same is pursued for gain or profit.

6. Termination without Cause. The First Party may without cause terminate this Agreement at any time by giving sixty (60) days written notice to the Second Party. In that event the Second Party, if requested by the First Party, shall continue to render his services and shall be paid his regular compensation up to the effective date of termination. The Second Party may without cause terminate this Agreement by giving sixty (60) days prior notice to the First Party. In such event, the Second Party shall continue to render his services and shall be paid his regular compensation up to the date of termination.

7. Professional Liability (Malpractice) Insurance. Without limiting its liability hereunder, the Second Party shall maintain during the term of this Agreement Professional Liability (Malpractice) Insurance with limits of not less than Three Million Dollars (\$3,000,000) each claim, Three Million Dollars (\$3,000,000) in the aggregate. The Second Party shall provide the First Party with a certificate of insurance listing these coverages. Such certificate shall provide that the insurance shall not be materially modified or cancelled without thirty (30) days prior written notice to the First Party.

8. Indemnification and Hold Harmless. The Second Party shall indemnify, save and hold the First Party, its elected officials, officers, employees, agents and assigns harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever, for

injury or damage received or sustained, either directly or indirectly, by any person or entity in connection with, or on account of the performance or non-performance of this Agreement. Without limiting the generality of the foregoing, the liability, damage, loss, claims, demands and actions indemnified against include all liability, damage, loss, claims, demands and actions resulting from any misrepresentation, breach or nonfulfillment of any term or provision of the Agreement by Second Party. The Second Party shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all action based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions. This indemnification clause shall be enforceable and remain in force and effect during the duration of this Agreement and shall continue and remain in force and effect after the expiration or termination of the Agreement.

9. Notices. Any notice required or desired to be given under this Agreement shall be deemed given if in writing sent by regular mail to:

First Party: Office of the Presiding Judge  
Twentieth Judicial Circuit  
401 E. Main Street, Room 100A  
Union, Missouri 63084

With a copy to: Mark C. Piontek, Esq.  
Lewis Rice LLC  
1200 Jefferson Street  
Washington, Missouri 63090

Second Party: Natalie Pollock  
P.O. Box 1562  
Washington, Missouri 63090

10. Entire Agreement. The Agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 18<sup>th</sup> day of February, 2020.

County of Franklin, Missouri

By: \_\_\_\_\_  
Tim Brinker  
Presiding Commissioner

SEAL:

Attest: \_\_\_\_\_  
Tim Baker  
County Clerk

Twentieth Judicial Circuit Court

By: \_\_\_\_\_  
I. I. Lamke  
Presiding Judge

Second Party

By: \_\_\_\_\_  
Name: Natalie Pollock



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, February 18, 2020  
Contract/Agreements

**IN THE MATTER OF APPROVING AND  
AUTHORIZING EXECUTION OF AN  
AGREEMENT FOR LEGAL SERVICES  
WITH PAUL SCHMANKE**

**WHEREAS**, Missouri law requires that the Court provide an attorney to parents in child abuse and neglect cases; and

**WHEREAS**, under Missouri law it is the responsibility of the applicable county to provide funds necessary in order to pay for such services; and

**WHEREAS**, Paul Schmanke has agreed to provide such services as per the Agreement for Legal Services attached hereto for the term beginning January 1, 2020 until December 31, 2020 and for the total compensation of \$1,750.00 per month and such other compensation as provided for in the proposed Agreement.

**IT IS THEREFORE ORDERED** that the Agreement with Paul Schmanke is hereby approved and that Presiding Commissioner and I. I. Lamke, Circuit Court Judge, are authorized to execute said Agreement for Legal Services on behalf of Franklin County.

**IT IS FURTHER ORDERED** that three (3) executed copies of said Agreement and a copy of this Order be provided to Paul Schmanke and that a copy of this Order and a copy of the Agreement be provided to I. I. Lamke, Circuit Judge; and to Ann Struttman, Purchasing Agent.

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

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District

## AGREEMENT FOR LEGAL SERVICES

COME NOW the parties hereto this 1<sup>st</sup> day of January, 2020 between the County of Franklin, Missouri (the “County”) and the Twentieth Judicial Circuit Court (the “Court”), the “County” and the “Court” are collectively referred to hereinafter as the “First Party”, and Paul Schmanke, Attorney at Law are hereinafter referred to as “Second Party”.

WHEREAS, Missouri law requires that a child is entitled to be represented by counsel in all proceedings under subdivision (2) or (3) of subsection 1 of section 211.031 and by a guardian ad litem in all proceedings under subdivision (1) of subsection 1 of section 211.031; and

WHEREAS, the Juvenile Court shall appoint counsel for a child prior to the filing of a petition if a request is made therefor to the Court and the Court finds that the child is the subject of a Juvenile Court proceeding and that the child making the request is indigent; and

WHEREAS, when a petition has been filed under subdivision (2) or (3) of subsection 1 of section 211.031, the Juvenile Court shall appoint counsel for the child except if private counsel has entered his or her appearance on behalf of the child or if counsel has been waived in accordance with law; and

WHEREAS, the County is required to provide funds necessary for the services of such appointed attorneys.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and payments hereinafter contained, the parties hereto agree as follows:

1. Agreement for Services. The Second Party shall provide such legal services as may be required upon appointment by the Court. The legal services shall be provided in compliance with the Second Party’s obligations under the Missouri Rules of Professional Conduct, Orders of the Court, and applicable Missouri law, as the Court and the Second Party deem necessary and appropriate.

2. Term. The Term of this Agreement shall be for the term beginning on January 1, 2020 and shall terminate on December 31, 2020 unless sooner terminated by either party as

hereinafter set forth. This Agreement is subject to annual appropriation of sufficient funds by the Franklin County Commission.

3. Compensation. First Party shall pay the Second Party for legal services rendered at a monthly rate of One Thousand Seven Hundred Fifty and 00/100 Dollars (\$1,750.00).

4. Independent Contractor. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between the First Party and the Second Party, it being expressly understood and agreed that any of the provisions contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship between the First Party and the Second Party other than the relationship of independent contractor.

5. Extent of Services. The Second Party shall devote such time and attention to the Court's business as needed during the term of this Agreement. The parties further agree that the Second Party shall be permitted to engage in any other business activities, regardless of whether the same is pursued for gain or profit.

6. Termination without Cause. The First Party may without cause terminate this Agreement at any time by giving sixty (60) days written notice to the Second Party. In that event the Second Party, if requested by the First Party, shall continue to render his services and shall be paid his regular compensation up to the effective date of termination. The Second Party may without cause terminate this Agreement by giving sixty (60) days prior notice to the First Party. In such event, the Second Party shall continue to render his services and shall be paid his regular compensation up to the date of termination.

7. Professional Liability (Malpractice) Insurance. Without limiting its liability hereunder, the Second Party shall maintain during the term of this Agreement Professional Liability (Malpractice) Insurance with limits of not less than Three Million Dollars (\$3,000,000) each claim, Three Million Dollars (\$3,000,000) in the aggregate. The Second Party shall provide the First Party with a certificate of insurance listing these coverages. Such certificate shall provide that the insurance shall not be materially modified or cancelled without thirty (30) days prior written notice to the First Party.

8. Indemnification and Hold Harmless. The Second Party shall indemnify, save and hold the First Party, its elected officials, officers, employees, agents and assigns harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever, for

injury or damage received or sustained, either directly or indirectly, by any person or entity in connection with, or on account of the performance or non-performance of this Agreement. Without limiting the generality of the foregoing, the liability, damage, loss, claims, demands and actions indemnified against include all liability, damage, loss, claims, demands and actions resulting from any misrepresentation, breach or nonfulfillment of any term or provision of the Agreement by Second Party. The Second Party shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all action based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions. This indemnification clause shall be enforceable and remain in force and effect during the duration of this Agreement and shall continue and remain in force and effect after the expiration or termination of the Agreement.

9. Notices. Any notice required or desired to be given under this Agreement shall be deemed given if in writing sent by regular mail to:

First Party: Office of the Presiding Judge  
Twentieth Judicial Circuit  
401 E. Main Street, Room 100A  
Union, Missouri 63084

With a copy to: Mark C. Piontek, Esq.  
Lewis Rice LLC  
1200 Jefferson Street  
Washington, Missouri 63090

Second Party: Paul Schmanke  
301 E. Main Street  
Union, Missouri 63084

10. Entire Agreement. The Agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 18<sup>th</sup> day of February, 2020.

County of Franklin, Missouri

By: \_\_\_\_\_  
Tim Brinker  
Presiding Commissioner

SEAL:

Attest: \_\_\_\_\_  
Tim Baker  
County Clerk

Twentieth Judicial Circuit Court

By: \_\_\_\_\_  
I. I. Lamke  
Presiding Judge

Second Party

By: \_\_\_\_\_  
Name: Paul Schmanke



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, February 18, 2020  
Contract/Agreements

**IN THE MATTER OF APPROVING AND  
AUTHORIZING EXECUTION OF AN  
AGREEMENT FOR LEGAL SERVICES  
WITH MARY ZASTROW-HIATT**

**WHEREAS**, Missouri law requires that the Court provide an attorney to parents in child abuse and neglect cases; and

**WHEREAS**, under Missouri law it is the responsibility of the applicable county to provide funds necessary in order to pay for such services; and

**WHEREAS**, Mary Zastrow-Hiatt has agreed to provide such services as per the Agreement for Legal Services attached hereto for the term beginning January 1, 2020 until December 31, 2020 and for the total compensation of \$1,750.00 per month and such other compensation as provided for in the proposed Agreement.

**IT IS THEREFORE ORDERED** that the Agreement with Mary Zastrow-Hiatt is hereby approved and that Presiding Commissioner and I. I. Lamke, Circuit Judge, are authorized to execute said Agreement for Legal Services on behalf of Franklin County.

**IT IS FURTHER ORDERED** that three (3) executed copies of said Agreement and a copy of this Order be provided to Mary Zastrow-Hiatt and that a copy of this Order and a copy of the Agreement be provided to I. I. Lamke, Circuit Judge; and to Ann Struttmann, Purchasing Agent.

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

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District

## AGREEMENT FOR LEGAL SERVICES

COME NOW the parties hereto this 1<sup>st</sup> day of January, 2020 between the County of Franklin, Missouri (the “County”) and the Twentieth Judicial Circuit Court (the “Court”), the “County” and the “Court” are collectively referred to hereinafter as the “First Party”, and Mary Zastrow-Hiatt, Attorney at Law are hereinafter referred to as “Second Party”.

WHEREAS, Missouri law requires that a child is entitled to be represented by counsel in all proceedings under subdivision (2) or (3) of subsection 1 of section 211.031 and by a guardian ad litem in all proceedings under subdivision (1) of subsection 1 of section 211.031; and

WHEREAS, the Juvenile Court shall appoint counsel for a child prior to the filing of a petition if a request is made therefor to the Court and the Court finds that the child is the subject of a Juvenile Court proceeding and that the child making the request is indigent; and

WHEREAS, when a petition has been filed under subdivision (2) or (3) of subsection 1 of section 211.031, the Juvenile Court shall appoint counsel for the child except if private counsel has entered his or her appearance on behalf of the child or if counsel has been waived in accordance with law; and

WHEREAS, the County is required to provide funds necessary for the services of such appointed attorneys.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and payments hereinafter contained, the parties hereto agree as follows:

1. Agreement for Services. The Second Party shall provide such legal services as may be required upon appointment by the Court. The legal services shall be provided in compliance with the Second Party’s obligations under the Missouri Rules of Professional Conduct, Orders of the Court, and applicable Missouri law, as the Court and the Second Party deem necessary and appropriate.

2. Term. The Term of this Agreement shall be for the term beginning on January 1, 2020 and shall terminate on December 31, 2020 unless sooner terminated by either party as

hereinafter set forth. This Agreement is subject to annual appropriation of sufficient funds by the Franklin County Commission.

3. Compensation. First Party shall pay the Second Party for legal services rendered at a monthly rate of One Thousand Seven Hundred Fifty and 00/100 Dollars (\$1,750.00).

4. Independent Contractor. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between the First Party and the Second Party, it being expressly understood and agreed that any of the provisions contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship between the First Party and the Second Party other than the relationship of independent contractor.

5. Extent of Services. The Second Party shall devote such time and attention to the Court's business as needed during the term of this Agreement. The parties further agree that the Second Party shall be permitted to engage in any other business activities, regardless of whether the same is pursued for gain or profit.

6. Termination without Cause. The First Party may without cause terminate this Agreement at any time by giving sixty (60) days written notice to the Second Party. In that event the Second Party, if requested by the First Party, shall continue to render his services and shall be paid his regular compensation up to the effective date of termination. The Second Party may without cause terminate this Agreement by giving sixty (60) days prior notice to the First Party. In such event, the Second Party shall continue to render his services and shall be paid his regular compensation up to the date of termination.

7. Professional Liability (Malpractice) Insurance. Without limiting its liability hereunder, the Second Party shall maintain during the term of this Agreement Professional Liability (Malpractice) Insurance with limits of not less than Three Million Dollars (\$3,000,000) each claim, Three Million Dollars (\$3,000,000) in the aggregate. The Second Party shall provide the First Party with a certificate of insurance listing these coverages. Such certificate shall provide that the insurance shall not be materially modified or cancelled without thirty (30) days prior written notice to the First Party.

8. Indemnification and Hold Harmless. The Second Party shall indemnify, save and hold the First Party, its elected officials, officers, employees, agents and assigns harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever, for

injury or damage received or sustained, either directly or indirectly, by any person or entity in connection with, or on account of the performance or non-performance of this Agreement. Without limiting the generality of the foregoing, the liability, damage, loss, claims, demands and actions indemnified against include all liability, damage, loss, claims, demands and actions resulting from any misrepresentation, breach or nonfulfillment of any term or provision of the Agreement by Second Party. The Second Party shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all action based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions. This indemnification clause shall be enforceable and remain in force and effect during the duration of this Agreement and shall continue and remain in force and effect after the expiration or termination of the Agreement.

9. Notices. Any notice required or desired to be given under this Agreement shall be deemed given if in writing sent by regular mail to:

First Party: Office of the Presiding Judge  
Twentieth Judicial Circuit  
401 E. Main Street, Room 100A  
Union, Missouri 63084

With a copy to: Mark C. Piontek, Esq.  
Lewis Rice LLC  
1200 Jefferson Street  
Washington, Missouri 63090

Second Party: Mary Zastrow-Hiatt  
4 S. Church Street  
Union, Missouri 63084

10. Entire Agreement. The Agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 18<sup>th</sup> day of February, 2020.

County of Franklin, Missouri

By: \_\_\_\_\_  
Tim Brinker  
Presiding Commissioner

SEAL:

Attest: \_\_\_\_\_  
Tim Baker  
County Clerk

Twentieth Judicial Circuit Court

By: \_\_\_\_\_  
I. I. Lamke  
Presiding Judge

Second Party

By: \_\_\_\_\_  
Name: Mary Zastrow-Hiatt



# COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, February 18, 2020  
Surplus Property

**IN THE MATTER OF FINDING CERTAIN  
EQUIPMENT AS SURPLUS TO THE NEEDS  
OF FRANKLIN COUNTY AND FURTHER  
AUTHORIZING THE DISPOSAL OF SUCH**

**WHEREAS**, under Missouri Law the County Commission has custody and control of all real and personal property in the possession of the County, and;

**WHEREAS**, the County Commission may, from time to time, dispose of certain excess property or equipment in a manner in which it deems appropriate and consistent with Missouri Law, and;

**WHEREAS**, the Franklin County Auditor has made application to the County Commission for authority to dispose of certain items described as surplus and outdated that are excess to the need of Franklin County, and;

**WHEREAS**, it is the desire of the Franklin County Commission to dispose of the excess equipment, referenced in attachment, in a manner that assures that the best interests of the citizens of the County have been met.

**NOW THEREFORE IT IS ORDERED**, by the Franklin County Commission, that said surplus items be disposed of by either submitting such items to Purple Wave, Inc or GovDeals to be auctioned or donated to authorized not-for-profit entities, thrown away, destroyed, or scrapped for salvage value as determined by the office responsible for each such item or used as a trade-in.

**IT IS HEREBY ORDERED**, that a copy of this order be delivered to County Auditor; Sheriff Steve Pelton; Ann Struttmann, Purchasing Dept.; Jeannine Stevens, County Clerk's Office; Michelle Patke, Highway Department.

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

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District

## ITEMS TO BE SURPLUSED 2/18/2020

| Surplus # | FC TAG# | DEPARTMENT    | ITEM DESCRIPTION                              | SERIAL #          | MISC.                       |
|-----------|---------|---------------|-----------------------------------------------|-------------------|-----------------------------|
| 836       | 4384    | Sheriff       | Gray Cloth Chair                              |                   | Broken                      |
| 836       | 3485    | Sheriff       | Gray Cloth Chair                              |                   | Broken                      |
| 837       | -       | Sheriff       | Qty 8-Batteries                               |                   | Will recycle                |
| 838       | 11537   | Sheriff       | Panasonic Mobile Laptop                       | CFKSA42702        | Does not work               |
| 838       | 13738   | Sheriff       | Panasonic Mobile Laptop                       | 8JKSB15664        | Does not work               |
| 838       | -       | Sheriff       | Panasonic Mobile Laptop                       | 1CTSA06650        | Does not work               |
| 838       | 14854   | Sheriff       | Panasonic Mobile Laptop                       | 1CTSA06621        | Does not work               |
| 839       | -       | Sheriff       | Uniforms, holster, pouch                      | Vest: 1116261     | Will be thrown away         |
| 840       | -       | Sheriff       | Watchguard Charging Base & Flashlight Battery |                   | Broken                      |
| 841       | -       | Sheriff       | NEC Phone                                     | 2B3125BK400466    | Does not work               |
| 842       | -       | Sheriff       | 1-Taser, 15-Battery Packs & 3-Cardridges      | Taser: X00-125610 | Broken                      |
| 843       | 2373    | Recorder      | IMB Wheelwriter 5                             | 0534516           | Does not work               |
| 844       | 16233   | Recorder      | Dymo Labelwriter Printer                      | 17501102550366    | Does not work               |
| 845       | -       | Circuit Clerk | HP Keyboard                                   |                   | Does not work               |
| 846       | 13847   | Circuit Clerk | Plantronics Headset System, CS55              |                   | Does not work               |
| 847       | 5210    | Child Support | Fellowes Powershred Paper Shredder            |                   | Does not work               |
| 848       | 10115   | Child Support | Brother Typewriter ML 500                     | C1D179676         | Working Condition           |
| 849       |         | Child Support | Smith Corona Typewriter                       |                   | Working Condition           |
| 850       | 11420   | Child Support | Samsung 19" Computer Monitor                  |                   | Does not work               |
| 851       | 12255   | Child Support | Samsung 19" Computer Monitor                  |                   | Does not work               |
| 852       | -       | Child Support | V7 Computer Monitor                           |                   | Does not work               |
| 853       | -       | Child Support | Sharp Adding Machine EL2912-R-II              |                   | Working Condition           |
| 854       | -       | Child Support | Ibico Laminator                               |                   | Does not work               |
| 855       | 2174    | Child Support | Bookshelf                                     |                   | Working Condition           |
| 855       | -       | Child Support | Bookshelf                                     |                   | Working Condition           |
| 856       | -       | Child Support | Fire & Waterproof Lockbox                     |                   | Does not work               |
| 857       | 51271   | Sheriff       | Univex Meat Slicer                            | 75122340154       | Does not work               |
| 858       | -       | Sheriff       | Cummins Allison Shred Unit                    | 5237              | Broken                      |
| 859       | -       | Sheriff       | APC Back Up Unit                              |                   | Does not work               |
| 860       | -       | Sheriff       | Qty-2, Batteries for Back Up Unit             |                   | Will recycle                |
| 861       | -       | Sheriff       | Epson WF-2630 Printer                         | UMAY228168        | Does not work               |
| 862       | 15106   | Recorder      | Optiplex 390 Hard Drive                       |                   | Not compatible w/windows 10 |
| 863       | 15105   | Recorder      | Optiplex 390 Hard Drive                       |                   | Not compatible w/windows 10 |
| 864       | 15104   | Recorder      | Optiplex 390 Hard Drive                       |                   | Not compatible w/windows 10 |
| 865       | 15103   | Recorder      | Optiplex 390 Hard Drive                       |                   | Not compatible w/windows 10 |

| <b>Surplus #</b> | <b>FC TAG#</b> | <b>DEPARTMENT</b> | <b>ITEM DESCRIPTION</b> | <b>SERIAL #</b> | <b>MISC.</b>                |
|------------------|----------------|-------------------|-------------------------|-----------------|-----------------------------|
| 866              | 15102          | Recorder          | Optiplex 390 Hard Drive |                 | Not compatible w/windows 10 |
| 867              | 14348          | Recorder          | Nobilis PC Computer     |                 | Not compatible w/windows 10 |
| 868              | 14347          | Recorder          | Nobilis PC Computer     |                 | Not compatible w/windows 10 |
| 869              | 14346          | Recorder          | Nobilis PC Computer     |                 | Not compatible w/windows 10 |
| 870              | 14344          | Recorder          | Nobilis PC Computer     |                 | Not compatible w/windows 10 |
| 871              | 10840          | Recorder          | Gateway 450EB Laptop    |                 | Not compatible w/windows 10 |



Commission Order No. 2020-79

First Quarter Term 2020

## COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, February 18, 2020  
Amendment

**IN THE MATTER OF APPROVING  
AN AMENDMENT TO COMMISSION  
ORDER NO. 2020-57**

**WHEREAS**, prior hereto on February 11, 2020 the Franklin County Commission adopted Commission Order No. 2020-57 pertaining to the matter of approving and authorizing execution of an Agreement for legal services with Laura Sexton; and

**WHEREAS**, such Order misstated that the Agreement was with Marie Gillen; and

**WHEREAS**, it is necessary that such Order reflects that the Agreement for legal services is with Laura Sexton.

**IT IS THEREFORE ORDERED** that Commission Order No. 2020-57 be and is hereby amended to reflect that the Agreement for legal services is with Laura Sexton.

**IT IS FURTHER ORDERED** that an executed copy of this Order be provided to Laura Sexton; I. I. Lamke, Circuit Judge; and to Ann Struttman, Purchasing Agent.

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

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, February 18, 2020  
Amendment

**IN THE MATTER OF APPROVING  
AN AMENDMENT TO COMMISSION  
ORDER NO. 2020-62**

**WHEREAS**, prior hereto on February 11, 2020 the Franklin County Commission adopted Commission Order No. 2020-62 pertaining to the matter of approving a petition for vacation of a subdivision road; and

**WHEREAS**, such Order misstated at the time of recording a statement for the cost thereof shall be sent to Kenneth H. Altemeyer, Attorney for the Petitioners, 220 Heartherly Lane, New Haven, MO 63068; and

**WHEREAS**, it is necessary that such Order reflects that the Attorney for the Petitioners is not Kenneth H. Altemeyer but Timothy J Melenbrink; and

**WHEREAS**, it is necessary that such Order reflects at the time of recording a statement for the cost thereof shall be sent to Timothy J Melenbrink, Attorney for the Petitioners, 80 North Oak Street Union, MO 63084.

**IT IS THEREFORE ORDERED** that Commission Order No. 2020-62 be and is hereby amended to reflect that the Attorney for the Petitioners is Timothy J Melenbrink, 80 North Oak Street Union, MO 63084.

**IT IS FURTHER ORDERED** that an executed copy of this Order be provided to Timothy J Melenbrink, as Attorney for the Petitioners; and the Franklin County Planning & Zoning Department.

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

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District



Commission Order No. 2020-81

First Quarter Term 2020

# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, February 18, 2020  
Contract/Agreements

**IN THE MATTER OF APPROVING AND  
AUTHORIZING EXECUTION OF A  
MAINTENANCE CONTRACT WITH GOV  
OFFICE WEB SOLUTIONS**

**WHEREAS**, prior hereto Franklin County approved a contract with GOV Office Web Solutions for the purpose of designing a new website for Franklin County; and

**WHEREAS**, in order to insure that the website is up to date and functioning properly it is necessary to have GOV Office Web Solutions maintain the site; and

**WHEREAS**, the annual maintenance cost as per the attached invoice for 2020 is \$2,275.00.

**IT IS THEREFORE ORDERED** that the maintenance contract with GOV Office Web Solutions is hereby approved in the amount of \$2,275.00.

**IT IS FURTHER ORDERED** that a copy of this Order be provided to GOV Web Solutions; Larry Sikes, AQM; Lynne Maloney, Accounts Payable; Franklin County Auditor; and Ann Stuttmann, Purchasing Agent.

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Presiding Commissioner

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Commissioner of 1<sup>st</sup> District

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Commissioner of 2<sup>nd</sup> District

# GOV OFFICE

# Invoice

#INV10770

GovOffice  
2112 Broadway St  
NE #250  
Minneapolis MN 55413  
United States

PO#  
1/1/2020

**Bill To**

Franklin County  
400 E. Locust  
Union MO 63084  
United States

**TOTAL**

**\$2,275.00**

Due Date: 1/31/2020

**Terms**  
Net 30

**Due Date**  
1/31/2020

| Quantity | Item                                                                                       | Amount     |
|----------|--------------------------------------------------------------------------------------------|------------|
| 1        | <b>GovOffice 1 yr website hosting</b><br>Annual Hosting Fee 2020                           | \$2,025.00 |
| 1        | <b>GovOffice Extended Storage Plan - Priced at 2GB increments</b><br>CSC Rev:ExtSt A - 2GB | \$250.00   |

Please make checks payable to GovOffice & remit payment to:

Government Brands Shared Services  
Attn: GovOffice Accounts Receivable  
P.O. Box 25477  
Tampa, FL 33622

For questions, please contact Shey Settles  
(770)293-1824  
ssettles@governmentbrands.com

**Subtotal** \$2,275.00  
**Total** \$2,275.00



INV10770



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, February 18, 2020  
Contract/Agreements

## IN THE MATTER OF APPROVING APPLICATIONS OF CERTAIN GRANTS UTILIZED BY THE FRANKLIN COUNTY SHERIFF'S DEPARTMENT

**WHEREAS**, the Franklin County Sheriff's Department has historically received and utilized various grants from the Missouri Department of Transportation Traffic and Highway Safety Division; and

**WHEREAS**, it is necessary the applications, attached hereto, be submitted with respect to each of the following grants; and

1. Youth Alcohol Enforcement Grant
2. Data Projects Grant
3. Impaired Driving Enforcement Grant
4. DWI Enforcement Overtime Grant
5. Hazardous Moving Violation Overtime Enforcement Grant

**IT IS THEREFORE ORDERED** by the Franklin County Commission that the application for each listed grant is hereby approved and that the Presiding Commissioner and the Associate Commissioners are authorized to execute all documents necessary to submit the applications thereof.

**IT IS FURTHER ORDERED** that a copy of this Order be submitted to the Missouri State Department of Transportation, Traffic Highway and Safety Division; Lt. Michael Richardson, Franklin County Sheriff's Department; and Steve Pelton, Franklin County Sheriff.

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Presiding Commissioner

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Commissioner of 1<sup>st</sup> District

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Commissioner of 2<sup>nd</sup> District

**FRANKLIN COUNTY SHERIFF'S OFFICE**

**STEVEN M. PELTON, SHERIFF  
TREVOR J. WILD SR, CHIEF DEPUTY**



**#1 BRUNS DRIVE**

**UNION, MO 63084**

**BUSINESS PHONE (636) 583-2560  
ALTERNATE PHONE (636) 583-2567  
EMERGENCY 911**

To: Franklin County Commissioners  
From: Franklin County Sheriff's Office  
Lieutenant Michael Richardson  
Date: February 6, 2020

Ref: MoDOT Grants

Sir's

I am requesting to enter into several grants with the Missouri Department of Transportation. The grants are for Hazardous Moving Violations, Youth Alcohol, Impaired Driving Enforcement, and the Traffic Safety Unit. Attached you will find a County Authorization Form and all the grant information for each grant applying for. If you have any questions please contact me.

Respectfully,

  
Lieutenant Michael Richardson



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

## COUNTY AUTHORIZATION

On \_\_\_\_\_, 20\_\_ the County Commission of \_\_\_\_\_  
County discussed participation in Missouri's Highway Safety Program.

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

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

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

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

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



**Highway Safety and Traffic Division  
TRAFFIC ENFORCEMENT APPLICATION  
October 01, 2020 through September 30, 2021**

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

(Application due by March 01, 2020)

|                             |                                  |                                 |                            |
|-----------------------------|----------------------------------|---------------------------------|----------------------------|
| <b>Agency:</b>              | Franklin County Sheriff's Office | <b>Agency ORI#:</b>             | MO0360000                  |
| <b>Address:</b>             | #1 Bruns Dr.                     | <b>Federal Tax ID#:</b>         | 4360001345                 |
|                             |                                  | <b>DUNS #:</b>                  | 556206266                  |
| <b>City:</b>                | Union                            | <b>State:</b> MO                | <b>Zip:</b> 63084-3221     |
|                             |                                  | <b>County:</b>                  | Franklin                   |
| <b>Phone:</b>               | 636-583-2560                     | <b>Fax:</b>                     | 636-583-2560               |
| <b>Contact:</b>             | Lt. Michael Richardson           | <b>Email:</b>                   | mrichardson@franklinmo.net |
| <b>Jurisdiction:</b>        | Urban                            | <b>Jurisdiction Population:</b> | 91,763                     |
| <b>Targeted Population:</b> | All Drivers                      |                                 |                            |

**Project activity for which your agency is requesting funding:**  
DWI Enforcement

|                           |                         |                          |              |
|---------------------------|-------------------------|--------------------------|--------------|
| <b>Project Title:</b>     | DWI/Traffic Safety Unit | <b>Requested Amount:</b> | \$144,855.60 |
| <b>Brief Description:</b> | DWI/Traffic Safety Unit |                          |              |

Steve Pelton 1101  
\_\_\_\_\_  
Authorizing Official

*Steven M. Pelton*  
\_\_\_\_\_  
Authorizing Official Signature

\_\_\_\_\_  
Sheriff  
Authorizing Official Title

## PROBLEM IDENTIFICATION

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Substance-impaired drivers contributed to 24.2 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 80.4 percent of substance-impaired driving fatalities. Nine 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:

The Sheriff's Office Traffic Safety Unit (TSU) is responsible for patrolling the unincorporated areas of Franklin County. This includes approximately 300 miles of state roadways and 700 miles of county roadways. Even with a high work ethic possessed by deputies assigned to the unit, it is a lot of territory for 1-2 deputies to cover.

Even with the high level of enforcement provided by TSU deputies, Franklin County, unincorporated and as a whole, rank high in crash number statistics according to MSHP crash reporting data with 3,575 and 7,885 crashes respectively. Franklin County held the following rankings during this past 2016-2018 crash reporting period for unincorporated portions of the county:

**OVERALL TRAFFIC CRASHES-**

OVERALL- 4th  
DISABLING- 3rd  
FATAL- 3rd

**21 AND UNDER DRIVER INVOLVED CRASHES**

OVERALL- 4th  
DISABLING- 4th  
FATAL-5th

**65 AND OLDER DRIVER INVOLVED CRASHES**

OVERALL- 5th  
DISABLING- 5th  
FATAL- 6th

**NO SEATBELT CRASHES-MISSOURI DRIVERS AND PASSENGERS**

OVERALL- 3rd  
DISABLING-3rd  
FATAL- 5th

**NO SEATBELT YOUNGER DRIVERS/ PASSENGERS**

OVERALL- 2nd  
DISABLING-3rd  
FATAL-3rd

**NO SEATBELT OLDER DRIVERS/ PASSENGERS**

OVERALL- 3rd  
DISABLING-3rd  
FATAL-3rd

**DISTRACTED DRIVING INVOLVED CRASHES**

OVERALL- 3rd  
DISABLING-4th  
FATAL-3rd

**UNDER 21 DISTRACTED DRIVING INVOLVED CRASHES**

OVERALL- 3rd  
DISABLING- 3rd  
FATAL- 3rd

**SPEEDING RELATED CRASHES**

OVERALL- 3rd  
DISABLING- 3rd  
FATAL- 6th

**21/UNDER SPEEDING RELATED CRASHES**

OVERALL- 3rd  
DISABLING- 2nd  
FATAL- 4th

65/OLDER SPEEDING RELATED CRASHES

OVERALL- 3rd  
DISABLING- 2nd  
FATAL- 3rd

ALCOHOL INVOLVED TRAFFIC CRASHES

OVERALL- 3rd  
DISABLING- 4th  
FATAL- 5th

21/UNDER ALCOHOL RELATED CRASHES

OVERALL- 3rd  
DISABLING- 2nd  
FATAL- not ranked

65/OLDER ALCOHOL RELATED CRASHES

OVERALL- 7th  
DISABLING- 2nd  
FATAL- not ranked

ALCOHOL AND DRUGS RELATED CRASHES

OVERALL- 6th  
DISABLING- 15th  
FATAL- 4th

21/UNDER ALCOHOL AND DRUGS CRASHES

OVERALL- 4th  
DISABLING- 15th  
FATAL- not ranked

65/OLDER ALCOHOL AND DRUG CRASHES

OVERALL- not ranked  
DISABLING-not ranked  
FATAL- not ranked

In addition to these statistics, Franklin County recently has been seeing more afternoon crashes involving impaired drivers. These crashes with the larger daytime traffic flow are hard to target without the assistance of the public contacting law enforcement regarding possible impaired driving activity on the roadways. Deputies continuously see HMV related issues on Franklin County roadways which are targeted by both full time TSU deputies as well as HMV grant oriented cars.

## GOALS/OBJECTIVES

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### Core Performance Measure Goals

1. Based on an annual average increase of .82 percent in alcohol-impaired driving involved fatalities from 2013 to 2017, Missouri is projecting 255.1 five-year average alcohol-impaired driving involved fatalities by December 31, 2020.

### Other Performance Measure Goals

1. Decrease alcohol-impaired driving involved serious injuries by 4.59 percent annually, resulting in a five-year average alcohol-impaired driving involved serious injury goal of 485.5 by December 31, 2020.

The patrol division of the Sheriff's Office as a whole, will continue to use a stringent enforcement program to target HMV and impaired drivers. Main focus will be on the violations that are the leading cause of the crashes within the county. By conducting saturation patrols, the Sheriff's Office hopes to target large numbers of drivers to ensure they are aware of constant and ongoing enforcement. The hope is that the presence on the roadways alone will result in a decline in HMV and impaired driving related incidents. Utilizing MSHP Crash map data and the Franklin County Strategic Highway plans, the Sheriff's Office hopes to see decline across the board regarding impaired and HMV related crashes.

As well as the enforcement program, the Sheriff's Office will continue to utilize social media and its traffic safety oriented public relations events to spread the word about the dangers which exist on the county's roadways and nationwide. In meeting with the county's youths and their parents, we have the desire to influence their day to day decisions when getting behind the wheel.

## PROJECT DESCRIPTION

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The Traffic Safety Unit runs as a full service unit. During weekdays, Monday through Wednesday it will focus on a day shift schedule 5am-5pm to target Hazardous Moving Violations during peak traffic times along with habitual drunk / drugged driving throughout the day time. During the period Thursday through Saturday a night shift approach is utilized in targeting hours which have historically seen a rise in alcohol impaired driving violations.

Overtime assignments and saturation patrols will be utilized in coordination with full time deputies to take a high visibility approach to enforcement in targeting careless and impaired drivers.

HMV saturations will be scheduled around times of enhanced traffic flow to ensure a large number of contacts are made. Impaired driving saturations will be focused more on the evening to night time hours on the weekends with the exception of special events/holidays during the week.

There will be stringent enforcement exhibited among deputies working within the unit when addressing violations to ensure the best results in changing ones driving behavior.

The traffic safety supervisor will utilize the most recent crash map data, in house complaints, and the strategic highway planning model to ensure deputies conducting enforcement will be conducting enforcement in the known problem areas of the county.

There will also be additional time spent by the TSU deputies in public relations events dealing with traffic safety with the primary focus being impaired driving and seatbelt usage. During these events deputies can make a large number of contacts in hopes the persons educated by information given to them can pass it onto their families and friends. In the end we hope to change driving behavior and habits of those whom had listened to what was provided to them.

**SUPPLEMENTAL INFORMATION**

| <u>Question</u>                                                                                                                                                                                                                                                                                                                             | <u>Answer</u> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| <b>You must answer the following questions.</b>                                                                                                                                                                                                                                                                                             |               |
| 1 Does your agency have and enforce an internal safety belt policy for all personnel?                                                                                                                                                                                                                                                       | Yes           |
| 2 Does your agency have and enforce a policy restricting cell phone use while driving?                                                                                                                                                                                                                                                      | No            |
| 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:<br><br>There is no written policy regarding cell phone usage however there are several directives regarding the operation of a motor vehicle when using a cell phone, MDT, or any other distracting activity.                                                                           |               |
| 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.<br><br>Other MoDOT related activities, such as Work Zone assignments, affected other grant enforcement activities. Funding over the course of the last fiscal year was largely expended. |               |
| 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.                      | 97   |
| 19 Total number of speeding citations written by your agency.                  | 2987 |
| 20 Total number of HMV citations written by your agency.                       | 380  |
| 21 Total number of child safety/booster seat citations written by your agency. | 10   |
| 22 Total number of safety belt citations written by your agency.               | 309  |
| 23 Total number of warnings issued.                                            | 4550 |

**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.                                               | 3,575 |
| 25 Total number of traffic crashes resulting in a fatality.                       | 40    |
| 26 Total number of traffic crashes resulting in a serious injury.                 | 164   |
| 27 Total number of speed-related traffic crashes.                                 | 1019  |
| 28 Total number of speed-related traffic crashes resulting in a fatality.         | 13    |
| 29 Total number of speed-related traffic crashes resulting in a serious injury.   | 68    |
| 30 Total number of alcohol-related traffic crashes.                               | 222   |
| 31 Total number of alcohol-related traffic crashes resulting in a fatality.       | 7     |
| 32 Total number of alcohol-related traffic crashes resulting in a serious injury. | 20    |
| 33 Total number of unbuckled fatalities.                                          | 19    |
| 34 Total number of unbuckled serious injuries.                                    | 75    |

**Enter your agency's information below.**

|                                                              |     |
|--------------------------------------------------------------|-----|
| 35 Total number of commissioned law enforcement officers.    | 144 |
| 36 Total number of commissioned patrol and traffic officers. | 55  |

|                                                                                              |    |
|----------------------------------------------------------------------------------------------|----|
| 37 Total number of commissioned law enforcement officers available for overtime enforcement. | 55 |
| 38 Total number of vehicles available for enforcement.                                       | 55 |
| 39 Total number of radars/lasers.                                                            | 37 |
| 40 Total number of in-car video cameras.                                                     | 42 |
| 41 Total number of PBTs.                                                                     | 35 |
| 42 Total number of Breath Instruments.                                                       | 3  |

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.

Enforcement will be conducted countywide-with special attention on areas noted as having high numbers of H MV and impaired driving crashes.

44 Enter the number of enforcement periods your agency will conduct each month. 1

45 Enter the months in which enforcement will be conducted.

Enforcement will be conducted 12 months a year.

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

Monday through Sunday

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

Hazardous Moving Violation enforcement along with drugged driving and habitual DWI violation will take place Monday through Thursday 5:00 A.M. - 5:00 P.M., with Impaired Driving Enforcement taking place Thursday through Saturday (some Sundays) from either 2:00 P.M. - 2:00 A.M. or 3:00 P.M. - 3:00 A.M. Special events and holidays come into play when adjusting schedules to ensure there is deputy coverage.

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.

none

## PROJECT EVALUATION

---

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

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

Evaluation results will be used to determine:

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

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

The Sheriff's Office traffic safety supervisor will monitor deputies assigned to the program to ensure they provide the necessary coverage to the problem areas. The performance of these deputies will also be monitored to ensure the high level of pro-activity that is expected of them.

Through monthly meetings with the entirety of the traffic safety squad, we will pass along all information needed to ensure we are efficiently addressing traffic related problems throughout the county.

The traffic safety supervisor will also be responsible for assigning public relations events to deputies whom have different strong points to ensure information provided to the public is accurate and consistent with the trends the county is facing.

The traffic safety supervisor will also be responsible for ensuring all voucher's and statistics are turned in, in a timely manner.

## ADDITIONAL FUNDING SOURCES

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HIDTA-01/01/19-12/31/19--\$137,500  
Byrne Grant-07/01/19-06/30/20--\$137,304.48  
DOJ-10/01/19-09/30/20--\$18,649.00

**BUDGET**

| Category              | Item              | Description                                                     | Quantity | Unit Cost   | Total               | Match               | Total Requested     |
|-----------------------|-------------------|-----------------------------------------------------------------|----------|-------------|---------------------|---------------------|---------------------|
| Personnel             |                   |                                                                 |          |             |                     |                     |                     |
|                       | Salary and Fringe | Salary and Fringe for 3 full time traffic enforcement Deputies. | 3        | \$96,570.40 | \$289,711.20        | \$144,855.60        | \$144,855.60        |
|                       |                   |                                                                 |          |             | \$289,711.20        | \$144,855.60        | \$144,855.60        |
| <b>Total Contract</b> |                   |                                                                 |          |             | <b>\$289,711.20</b> | <b>\$144,855.60</b> | <b>\$144,855.60</b> |

## ATTACHMENTS

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| <u>Document Type</u> | <u>Description</u> | <u>Original File Name</u> | <u>Date Added</u> |
|----------------------|--------------------|---------------------------|-------------------|
|----------------------|--------------------|---------------------------|-------------------|



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

## COUNTY AUTHORIZATION

On \_\_\_\_\_, 20\_\_ the County Commission of \_\_\_\_\_

County discussed participation in Missouri's Highway Safety Program.

It is agreed the County should participate in Missouri's Highway Safety Program.

It is further agreed the County Sheriff will investigate the possibilities of attaining financial assistance from the Highway Safety Division.

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

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

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

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



**Highway Safety and Traffic Division  
TRAFFIC ENFORCEMENT APPLICATION  
October 01, 2020 through September 30, 2021**

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

(Application due by March 01, 2020)

|                             |                                  |                                 |                           |
|-----------------------------|----------------------------------|---------------------------------|---------------------------|
| <b>Agency:</b>              | Franklin County Sheriff's Office | <b>Agency ORI#:</b>             | MO0360000                 |
| <b>Address:</b>             | #1 Bruns Dr.                     | <b>Federal Tax ID#:</b>         | 4360001345                |
|                             |                                  | <b>DUNS #:</b>                  | 556206266                 |
| <b>City:</b>                | Union                            | <b>State:</b> MO                | <b>Zip:</b> 63084-3221    |
|                             |                                  | <b>County:</b>                  | Franklin                  |
| <b>Phone:</b>               | 636-583-2560                     | <b>Fax:</b>                     | 636-583-2560              |
| <b>Contact:</b>             | Sgt. Jason Weggemann             | <b>Email:</b>                   | jweggemann@franklinmo.net |
| <b>Jurisdiction:</b>        | Urban                            | <b>Jurisdiction Population:</b> | 91,763                    |
| <b>Targeted Population:</b> | Impaired Drivers                 |                                 |                           |

**Project activity for which your agency is requesting funding:**  
DWI Enforcement

|                           |                 |                          |             |
|---------------------------|-----------------|--------------------------|-------------|
| <b>Project Title:</b>     | DWI Enforcement | <b>Requested Amount:</b> | \$37,000.00 |
| <b>Brief Description:</b> | DWI Enforcement |                          |             |

\_\_\_\_\_  
Steve Pelton 1101  
Authorizing Official

\_\_\_\_\_  
Authorizing Official Signature

\_\_\_\_\_  
Sheriff  
Authorizing Official Title

## PROBLEM IDENTIFICATION

---

Substance-impaired drivers contributed to 24.2 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 80.4 percent of substance-impaired driving fatalities. Nine 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.

Franklin County and especially unincorporated Franklin County continue to have problems with impaired driving crashes as shown in 2016-2018 MSHP crash data. The Sheriff's Office is responsible for patrol in the unincorporated Franklin County. According to the data, unincorporated Franklin County held the following state rankings:

### ALCOHOL RELATED:

OVERALL- 3rd  
FATAL - 5th  
Disabling- 4th

### ALCOHOL/DRUG COMBINED:

OVERALL- 6th  
FATAL - 4th  
DISABLING- 15th

### 21 AND UNDER ALCOHOL:

OVERALL- 3rd  
FATAL - not rated  
Disabling- 2nd

### 21 AND UNDER ALCOHOL/DRUG COMBINED:

OVERALL- 4th  
FATAL - not rated  
DISABLING- 15th

### 65 AND OLDER ALCOHOL/DRUGS

OVERALL- not ranked  
FATAL - not ranked  
DISABLING- not ranked

### 65 AND OLDER ALCOHOL

OVERALL- 7th  
FATAL - not ranked  
DISABLING- 2nd

In 2018, Franklin County Deputies experienced a rise in drugged driving incidents which occur in the afternoon. The current heroin epidemic has resulted in a number of drugged driving incidents occurring on the I44 corridor from drivers whom purchase heroin in the St. Louis area and consume the drug within Franklin County at gas stations amongst other roadside areas. State highways both lettered and numbered continue to be the main problem areas within the county. The age range of drivers involved in the impaired driving crashes seems to range mostly from 25-50yoa. From 2016 to 2018, Franklin County had a total of 20 impaired driving deaths reported by Missouri State Highway Patrol.

## GOALS/OBJECTIVES

---

### Core Performance Measure Goals

1. Based on an annual average increase of .82 percent in alcohol-impaired driving involved fatalities from 2013 to 2017, Missouri is projecting 255.1 five-year average alcohol-impaired driving involved fatalities by December 31, 2020.

### Other Performance Measure Goals

1. Decrease alcohol-impaired driving involved serious injuries by 4.59 percent annually, resulting in a five-year average alcohol-impaired driving involved serious injury goal of 485.5 by December 31, 2020.

The Sheriff's Office objective is to decrease impaired driving crashes and fatalities within Franklin County. Utilizing MSHP crash map data, the sheriff's office hopes to carry out successful saturation enforcement campaigns in areas known to have high levels of crashes as a result of impaired drivers.

Special enforcement campaigns will be conducted during the common drinking holidays and saturation patrol plans will be formulated around them. Utilizing high visibility enforcement and social media campaigns we hope to influence decisions made by drivers in choosing alternative transportation when partaking in alcohol consumption. The Sheriff's Office will continue conducting public relations events focusing on educating the public on the dangers of impaired driving.

The Sheriff's Office desires to add more Drug Recognition Experts (DRE) to the existing patrol division to aid in the investigation of drugged driving cases. These deputies would also assist in saturation patrols to combat the impaired driving issues in and around the county of Franklin.

## PROJECT DESCRIPTION

---

The Franklin County Sheriff's Office will utilize all available deputies to conduct high visibility saturation patrols. While on enforcement, deputies will contact as many drivers as possible to send a message that the Sheriff's Office is out in force and will be strictly enforcing impaired driving laws. The Sheriff's Office deputies will also educate drivers on the specific reasons for enhanced enforcement in the county and remove impaired drivers from the roadway, thus reducing crashes and saving lives.

The Franklin County Sheriff's Office will utilize social media and special enforcement press releases to educate drivers on the dangers of impaired driving. Through this we hope to reduce the number of impaired drivers on the roadways.

The Sheriff's Office will continue to combat impaired driving through traffic safety oriented public relations events to get the message out to the public on the dangers of impaired driving.

**SUPPLEMENTAL INFORMATION**

| <b>Question</b>                                                                                                                                                                                                                                                                                                                                                                                                | <b>Answer</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| <b>You must answer the following questions.</b>                                                                                                                                                                                                                                                                                                                                                                |               |
| 1 Does your agency have and enforce an internal safety belt policy for all personnel?                                                                                                                                                                                                                                                                                                                          | Yes           |
| 2 Does your agency have and enforce a policy restricting cell phone use while driving?                                                                                                                                                                                                                                                                                                                         | No            |
| 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:<br><br><div style="padding-left: 40px;">There is no written policy in place, however, there are directives regarding the use of cell phones, MDT's and any other activities deemed distracting while operating a motor vehicle.</div>                                                                                                                      |               |
| 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?                                                                                                                                                                                                                                         |               |
| 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.<br><br><div style="padding-left: 40px;">The Sheriff's Office had numerous personnel utilizing another grant through MoDOT consisting of Work Zone assignments which took them away from other enforcement grants. The balances were largely depleted.</div> |               |
| 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.                      | 97   |
| 19 Total number of speeding citations written by your agency.                  | 2987 |
| 20 Total number of HMV citations written by your agency.                       | 380  |
| 21 Total number of child safety/booster seat citations written by your agency. | 10   |
| 22 Total number of safety belt citations written by your agency.               | 309  |
| 23 Total number of warnings issued.                                            | 4550 |

**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.                                               | 3,575 |
| 25 Total number of traffic crashes resulting in a fatality.                       | 40    |
| 26 Total number of traffic crashes resulting in a serious injury.                 | 164   |
| 27 Total number of speed-related traffic crashes.                                 | 1,019 |
| 28 Total number of speed-related traffic crashes resulting in a fatality.         | 13    |
| 29 Total number of speed-related traffic crashes resulting in a serious injury.   | 68    |
| 30 Total number of alcohol-related traffic crashes.                               | 222   |
| 31 Total number of alcohol-related traffic crashes resulting in a fatality.       | 7     |
| 32 Total number of alcohol-related traffic crashes resulting in a serious injury. | 20    |
| 33 Total number of unbuckled fatalities.                                          | 19    |
| 34 Total number of unbuckled serious injuries.                                    | 75    |

**Enter your agency's information below.**

|                                                              |     |
|--------------------------------------------------------------|-----|
| 35 Total number of commissioned law enforcement officers.    | 144 |
| 36 Total number of commissioned patrol and traffic officers. | 55  |

|                                                                                              |    |
|----------------------------------------------------------------------------------------------|----|
| 37 Total number of commissioned law enforcement officers available for overtime enforcement. | 55 |
| 38 Total number of vehicles available for enforcement.                                       | 55 |
| 39 Total number of radars/lasers.                                                            | 37 |
| 40 Total number of in-car video cameras.                                                     | 42 |
| 41 Total number of PBTs.                                                                     | 35 |
| 42 Total number of Breath Instruments.                                                       | 3  |

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.

Roadways countywide—special attention to areas listed in MSHP crash reporting as having high levels of impaired driving related crashes.

44 Enter the number of enforcement periods your agency will conduct each month. 10

45 Enter the months in which enforcement will be conducted.

Enforcement will be conducted 12 months a year.

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

Enforcement would be conducted Thursday through Sunday, with special attention directed to holiday eves of known drinking holidays that fall on weekdays. The MSHP crash map data or the Franklin County strategic highway safety plan will also come into play.

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

Enforcement will typically run from 5:00 P.M. - 3:00A.M. however, is flexible (3:00 P.M. - 11:00 P.M.) depending on special events, holidays, or the need in accordance with MSHP crash map data or the Strategic Highway Safety Plan for Franklin County.

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 is needed for this project.

## PROJECT EVALUATION

---

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

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

Evaluation results will be used to determine:

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

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

The traffic safety supervisor will be responsible for monitoring in house reports involving driving while intoxicated enforcement . The supervisor will also monitor MSHP crash map reporting to ensure enforcement is conducted in known problem areas of the county. The Sheriff's Office will focus their activities in high crash areas conducting saturation patrols with emphasis on deterring, educating and enforcing all impaired driving violators.

## ADDITIONAL FUNDING SOURCES

---

HIDTA-01/01/19-12/31/19--\$137,500

Byrne Grant-07/01/19-06/30/20--\$137,304.48

DOJ-10/01/19-09/30/20--\$18,649.00

# BUDGET

| Category              | Item                | Description                       | Quantity | Unit Cost   | Total              | Match         | Total Requested    |
|-----------------------|---------------------|-----------------------------------|----------|-------------|--------------------|---------------|--------------------|
| Personnel             |                     |                                   |          |             |                    |               |                    |
|                       | Overtime and Fringe | manpower for overtime assignments | 1        | \$37,000.00 | \$37,000.00        | \$0.00        | \$37,000.00        |
|                       |                     |                                   |          |             | \$37,000.00        | \$0.00        | \$37,000.00        |
| <b>Total Contract</b> |                     |                                   |          |             | <b>\$37,000.00</b> | <b>\$0.00</b> | <b>\$37,000.00</b> |

## ATTACHMENTS

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| <u>Document Type</u> | <u>Description</u> | <u>Original File Name</u> | <u>Date Added</u> |
|----------------------|--------------------|---------------------------|-------------------|
|----------------------|--------------------|---------------------------|-------------------|



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

## COUNTY AUTHORIZATION

On \_\_\_\_\_, 20\_\_ the County Commission of \_\_\_\_\_

County discussed participation in Missouri's Highway Safety Program.

It is agreed the County should participate in Missouri's Highway Safety Program.

It is further agreed the County Sheriff will investigate the possibilities of attaining financial assistance from the Highway Safety Division.

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

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

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

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



**Highway Safety and Traffic Division  
TRAFFIC ENFORCEMENT APPLICATION  
October 01, 2020 through September 30, 2021**

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

(Application due by March 01, 2020)

|                             |                                  |                                 |                           |
|-----------------------------|----------------------------------|---------------------------------|---------------------------|
| <b>Agency:</b>              | Franklin County Sheriff's Office | <b>Agency ORI#:</b>             | MO0360000                 |
| <b>Address:</b>             | #1 Bruns Dr.                     | <b>Federal Tax ID#:</b>         | 4360001345                |
|                             |                                  | <b>DUNS #:</b>                  | 556206266                 |
| <b>City:</b>                | Union                            | <b>State:</b>                   | MO                        |
|                             |                                  | <b>Zip:</b>                     | 63084-3221                |
|                             |                                  | <b>County:</b>                  | Franklin                  |
| <b>Phone:</b>               | 636-583-2560                     | <b>Fax:</b>                     | 636-583-2560              |
| <b>Contact:</b>             | Sgt. Jason Weggemann             | <b>Email:</b>                   | jweggemann@franklinmo.net |
| <b>Jurisdiction:</b>        | Urban                            | <b>Jurisdiction Population:</b> | 91,763                    |
| <b>Targeted Population:</b> | Youth                            |                                 |                           |

|                                                                      |
|----------------------------------------------------------------------|
| <b>Project activity for which your agency is requesting funding:</b> |
| Youth Alcohol                                                        |

|                           |                           |                          |             |
|---------------------------|---------------------------|--------------------------|-------------|
| <b>Project Title:</b>     | Youth Alcohol Enforcement | <b>Requested Amount:</b> | \$15,000.00 |
| <b>Brief Description:</b> | Youth Alcohol Enforcement |                          |             |

\_\_\_\_\_  
Steve Pelton 1101  
Authorizing Official

*Steve M. Pelton*  
\_\_\_\_\_  
Authorizing Official Signature

\_\_\_\_\_  
Sheriff  
Authorizing Official Title

## PROBLEM IDENTIFICATION

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Substance-impaired drivers contributed to 24.2 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 80.4 percent of substance-impaired driving fatalities. Nine 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.

Franklin County has several high schools within the county with a large youth population. Franklin County also has conservations river accesses, state parks and other areas where youth congregate during the summer months. With this, alcohol consumption problems occur amongst the gatherings. A problem not only exists with local youth from within the community but also with visitors from outside the county whom come to visit the state parks, etc., along Franklin County waterways.

Utilizing the Missouri State Highway Patrol crash reporting system during the 2016-2018 reporting period, unincorporated Franklin County had the following rankings:

### 21 AND UNDER ALCOHOL RELATED CRASHES

OVERALL-3rd in the state  
DISABLING-2nd in the state  
FATAL-Not ranked

### 21 AND UNDER ALCOHOL/DRUG COMBINED

OVERALL-4th in the state  
FATAL-No ranking  
DISABLING-15th in the state

Overall these numbers (alcohol related) reflect an upward trend in offenses and crashes from the last reporting period of 2015-2017. Utilizing deputies in overtime assignments allows the Sheriff's Office to conduct enforcement activities in areas which the youth tend to congregate. By conducting this extra enforcement we hope to further reduce incidents involving youth alcohol consumption.

## GOALS/OBJECTIVES

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### Core Performance Measure Goals

1. Based on an annual average increase of .82 percent in alcohol-impaired driving involved fatalities from 2013 to 2017, Missouri is projecting 255.1 five-year average alcohol-impaired driving involved fatalities by December 31, 2020.

### Other Performance Measure Goals

1. Decrease alcohol-impaired driving involved serious injuries by 4.59 percent annually, resulting in a five-year average alcohol-impaired driving involved serious injury goal of 485.5 by December 31, 2020.

Through added enforcement in the areas youth congregate and consume intoxicants, the Sheriff's Office desires to intercept offenders prior to being involved in a crash. With additional manpower conducting high visibility enforcement, the Sheriff's Office hopes to discourage any unlawful behavior. The Sheriff's Office will at times operate with plain clothes deputies to conduct covert enforcement around problem areas to prevent problems prior to them occurring. Utilizing "two man" cars allow offenders to be contacted by multiple deputies simultaneously preventing suspected offenders from fleeing during large gatherings. The top priority for deputies is to engage offenders prior to them consuming alcohol and/or getting behind the wheel onto Franklin County roadways.

The Sheriff's Office strives to decrease all aspects of youth alcohol abuse, utilizing a strict enforcement approach to influence and discourage other youths in partaking in alcohol consumption.

Franklin County Deputies will continue to engage in public relations events, which essentially targets the teenage crowd to educate and discourage the use of alcohol and other illicit drugs.

## PROJECT DESCRIPTION

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The Sheriff's Office will utilize both uniformed and plain clothes deputies in monitoring and targeting areas in which youth alcohol problems exist. As Franklin County contains State Parks, Conservations areas, and rivers that have float trip operations, deputies will conduct uniformed traffic patrol in the area to make a visual presence known and intercept any violators before making it to Franklin County roadways. Sheriff's deputies at times, will operate as a two man car, so that multiple offenders can be engaged at once, preventing suspects from fleeing.

Utilizing a zero tolerance approach to youth alcohol enforcement the Sheriff's Office hopes to influence the county's youth, discouraging them from both consuming alcohol at a static location and/or driving impaired.

While on scenes, we want to ensure deputies are educating the youth to the danger of alcohol consumption. The education aspect of the program is viewed as being just as important as the enforcement side.

The traffic unit will continue conducting traffic safety oriented public relations events to reach out to students within the school setting in an effort promote our continued safety/educational efforts.

**SUPPLEMENTAL INFORMATION**

| <u>Question</u>                                                                                                                                                                                                                                                                                                                                                                    | <u>Answer</u> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| <b>You must answer the following questions.</b>                                                                                                                                                                                                                                                                                                                                    |               |
| 1 Does your agency have and enforce an internal safety belt policy for all personnel?                                                                                                                                                                                                                                                                                              | Yes           |
| 2 Does your agency have and enforce a policy restricting cell phone use while driving?                                                                                                                                                                                                                                                                                             | No            |
| 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:<br><br><div style="padding-left: 40px;">There is not a policy currently however, several directives have been put into place regarding limiting cell phone usage while operating a motor vehicle. The same is said of operating a MDT, or any other activity deemed distracting.</div>                                         |               |
| 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.<br><br><div style="padding-left: 40px;">Other MoDOT related activities, such as Work Zone assignments, affected other grant enforcement activities. Funding over the course of the last fiscal year was largely expended.</div> |               |
| 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.                      | 97    |
| 19 Total number of speeding citations written by your agency.                  | 2,987 |
| 20 Total number of HVM citations written by your agency.                       | 380   |
| 21 Total number of child safety/booster seat citations written by your agency. | 10    |
| 22 Total number of safety belt citations written by your agency.               | 309   |
| 23 Total number of warnings issued.                                            | 4450  |

**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.                                               | 3,575 |
| 25 Total number of traffic crashes resulting in a fatality.                       | 40    |
| 26 Total number of traffic crashes resulting in a serious injury.                 | 164   |
| 27 Total number of speed-related traffic crashes.                                 | 1,019 |
| 28 Total number of speed-related traffic crashes resulting in a fatality.         | 13    |
| 29 Total number of speed-related traffic crashes resulting in a serious injury.   | 68    |
| 30 Total number of alcohol-related traffic crashes.                               | 222   |
| 31 Total number of alcohol-related traffic crashes resulting in a fatality.       | 7     |
| 32 Total number of alcohol-related traffic crashes resulting in a serious injury. | 20    |
| 33 Total number of unbuckled fatalities.                                          | 19    |
| 34 Total number of unbuckled serious injuries.                                    | 75    |

**Enter your agency's information below.**

|                                                              |     |
|--------------------------------------------------------------|-----|
| 35 Total number of commissioned law enforcement officers.    | 144 |
| 36 Total number of commissioned patrol and traffic officers. | 55  |

|                                                                                              |    |
|----------------------------------------------------------------------------------------------|----|
| 37 Total number of commissioned law enforcement officers available for overtime enforcement. | 55 |
| 38 Total number of vehicles available for enforcement.                                       | 55 |
| 39 Total number of radars/lasers.                                                            | 37 |
| 40 Total number of in-car video cameras.                                                     | 42 |
| 41 Total number of PBTs.                                                                     | 35 |
| 42 Total number of Breath Instruments.                                                       | 3  |

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.

Conservation area, state parks, any and all areas recognized by deputies as being problem areas in which youth congregate and consume alcohol. Any roadway designated by crash map data by MSHP as being a problem area.

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

45 Enter the months in which enforcement will be conducted.

Mostly spring, summer, fall months which coincide with float trips and other outside engagements.

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

Weekends and days specific to any special events.

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

Primarily focus will be afternoons into evening/night hours.

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.

no equipment needed

## PROJECT EVALUATION

---

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

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

Evaluation results will be used to determine:

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

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

The traffic safety supervisor will be responsible for monitoring in house reports involving youth alcohol abuse. The supervisor will also monitor MSHP crash map reporting to ensure enforcement is conducted in known problem areas of the county. A strategic plan will be made to address the issues at hand. Sheriff's Deputies will continue to conduct enforcement in areas with ongoing problems such as conservations areas, state parks, and areas relating to summer activities which draw a crowd. The Sheriff's Office will focus their activities with emphasis on deterring, educating and enforcing any youth alcohol violators.

## ADDITIONAL FUNDING SOURCES

---

HIDTA-01/01/19-12/31/19--\$137,500  
Byrne Grant-07/01/19-06/30/20--\$137,304.48  
DOJ-10/01/19-09/30/20--\$18,649.00

BUDGET

| Category              | Item                | Description | Quantity | Unit Cost   | Total              | Match         | Total Requested    |
|-----------------------|---------------------|-------------|----------|-------------|--------------------|---------------|--------------------|
| Personnel             |                     |             |          |             |                    |               |                    |
|                       | Overtime and Fringe |             | 1        | \$15,000.00 | \$15,000.00        | \$0.00        | \$15,000.00        |
|                       |                     |             |          |             | \$15,000.00        | \$0.00        | \$15,000.00        |
| <b>Total Contract</b> |                     |             |          |             | <b>\$15,000.00</b> | <b>\$0.00</b> | <b>\$15,000.00</b> |

## ATTACHMENTS

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| <u>Document Type</u> | <u>Description</u> | <u>Original File Name</u> | <u>Date Added</u> |
|----------------------|--------------------|---------------------------|-------------------|
|----------------------|--------------------|---------------------------|-------------------|

Hmv



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

## COUNTY AUTHORIZATION

On \_\_\_\_\_, 20\_\_ the County Commission of \_\_\_\_\_  
County discussed participation in Missouri's Highway Safety Program.

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

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

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

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

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



**Highway Safety and Traffic Division  
TRAFFIC ENFORCEMENT APPLICATION  
October 01, 2020 through September 30, 2021**

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

(Application due by March 01, 2020)

|                             |                                  |                                 |                           |
|-----------------------------|----------------------------------|---------------------------------|---------------------------|
| <b>Agency:</b>              | Franklin County Sheriff's Office | <b>Agency ORI#:</b>             | MO0360000                 |
| <b>Address:</b>             | #1 Bruns Dr.                     | <b>Federal Tax ID#:</b>         | 4360001345                |
|                             |                                  | <b>DUNS #:</b>                  | 556206266                 |
| <b>City:</b>                | Union                            | <b>State:</b>                   | MO                        |
|                             |                                  | <b>Zip:</b>                     | 63084-3221                |
|                             |                                  | <b>County:</b>                  | Franklin                  |
| <b>Phone:</b>               | 636-583-2560                     | <b>Fax:</b>                     | 636-583-2560              |
| <b>Contact:</b>             | Sgt. Jason Weggemann             | <b>Email:</b>                   | jweggemann@franklinmo.net |
| <b>Jurisdiction:</b>        | Urban                            | <b>Jurisdiction Population:</b> | 91,763                    |
| <b>Targeted Population:</b> | All Drivers                      |                                 |                           |

**Project activity for which your agency is requesting funding:**  
Hazardous Moving Violation

|                           |                 |                          |             |
|---------------------------|-----------------|--------------------------|-------------|
| <b>Project Title:</b>     | HMV Enforcement | <b>Requested Amount:</b> | \$52,800.00 |
| <b>Brief Description:</b> | HMV Enforcement |                          |             |

Steve Pelton 1101  
\_\_\_\_\_  
Authorizing Official

\_\_\_\_\_  
Authorizing Official Signature

Sheriff  
\_\_\_\_\_  
Authorizing Official Title

## 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 52 percent of fatalities and 45 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. Thirty-six percent of all Missouri fatalities over the last five years were speed-related.

In the unincorporated portion of the county which the Franklin County Sheriff's Office conducts enforcement in the 2016-2018 MSHP Crash reports indicate the following rankings;

OVERALL CRASHES: 21 UNDER DISTRACTED DRIVING

OVERALL- 4th in the state OVERALL- 3rd in the state

FATAL- 3rd in the state FATAL- 3rd in the state (tied)

DISABLING- 3rd in the state DISABLING- 3rd in the state

SPEED RELATED: 65 OLDER SPEED RELATED

OVERALL- 3rd in the state OVERALL- 3rd in the state

FATAL- 6th in the state FATAL- 2nd in the state (tied)

DISABLING- 3rd in the state DISABLING- 3rd in the state (tied)

DISTRACTED DRIVING: 65 OLDER OVERALL ACCIDENTS

OVERALL- 3rd in the state OVERALL- 5th in the state

FATAL- 3rd in the state FATAL- 6th in the state

DISABLING- 4th in the state DISABLING- 5th in the state

21 UNDER SPEEDING: 21 UNDER OVERALL ACCIDENTS

OVERALL- 3rd in the state OVERALL- 4th in the state

FATAL- 4th in the state FATAL- 5th in the state

DISABLING- 2nd in the state DISABLING- 4th in the state

From the reporting period of 2016-2018 reports generated via STARS analysis indicates 3,575 crashes occurred within Franklin County. 1,019 of the crashes were deemed speed related. 791 crashes were linked to distracted driving. Reports indicate Franklin County had 446 crashes involving unrestrained motorist. High crash times were linked to hours of high traffic flow.

During 2018 alone,

Speed accounted for 367 crashes.

Following too closely accounted for 134 crashes.

Improper Lane change accounted for 180 crashes.

Failing to Yield accounted for 113 crashes.

Distracted driving accounted for 275 crashes.

Interstate 44, HWY 100, HWY 50 and some primary connecting county roadways continue to experience large numbers of HMV related traffic crashes. From January 2018-December 2018 preliminary reports taken via the Sheriffs Office indicate deputies issued over 6,874 summonses. Speed continues to be a problem directly related to crashes inside Franklin County. Deputies issued approximately 2,771 summons for the offense in 2018.

THE ADDED TRAFFIC CRASH DATA INCLUDES ONLY DATA FOR UNINCORPORATED FRANKLIN COUNTY WHICH IS THE PRIMARY PATROL AREA FOR THE SHERIFF'S OFFICE.

## GOALS/OBJECTIVES

---

### Core Performance Measure Goals

1. Based on an annual average increase of 2.47 percent in aggressive driving related fatalities from 2013 to 2017, Missouri is projecting 350.0 five-year average aggressive driving related fatalities by December 31, 2020.

The Sheriff's Office goal is to reduce the number of traffic crashes involving HVM violations within the county. Franklin County has 300 miles of state roadways and 700 miles of county roadways. With thoroughfares that support the motoring public from both residents, holiday travelers and drivers commuting to and from work through the area. The sheriff's office will conduct high visibility enforcement in high volume and high traffic areas throughout Franklin County. Through these efforts it is our goal to reduce the number of motor vehicle crashes in these areas involving all hazardous moving violations. Additional enforcement will be conducted during high traffic times and holidays.

## PROJECT DESCRIPTION

---

The Franklin County Sheriff's Office seeks to utilize high visibility enforcement along problem roadways consisting of lidar , radar and group enforcement during noted problem times indicated through MSHP CRASH reporting , in house records and strategic enforcement planning. Through the use of high visibility HMV saturation patrols utilizing multiple deputies, the Sheriff's Office hopes the public will take note, reducing traffic crashes in the long run.

Utilize social media to notify the public that the Sheriff's Office will be conducting enforcement on problem roadways. By taking this action, we hope an effort will be made by motoring public to change their driving behaviors . The Sheriff's Office also desires to reach out to the public via social media and news releases to educate them on the most current dangerous trends taking place on our nations roadways.

**SUPPLEMENTAL INFORMATION**

| <b>Question</b>                                                                                                                                                                                                                                                                                                                                                                   | <b>Answer</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| <b>You must answer the following questions.</b>                                                                                                                                                                                                                                                                                                                                   |               |
| 1 Does your agency have and enforce an internal safety belt policy for all personnel?                                                                                                                                                                                                                                                                                             | Yes           |
| 2 Does your agency have and enforce a policy restricting cell phone use while driving?                                                                                                                                                                                                                                                                                            | No            |
| 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:<br><br><div style="margin-left: 40px;">There is not a policy currently however, several directives have been put into place regarding limiting cell phone usage while operating a motor vehicle. The same is said of operating a MDT, or any other activity deemed distracting.</div>                                         |               |
| 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.<br><br><div style="margin-left: 40px;">Other MoDOT related activities, such as Work Zone assignments, affected other grant enforcement activities. Funding over the course of the last fiscal year was largely expended.</div> |               |
| 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.                      | 97   |
| 19 Total number of speeding citations written by your agency.                  | 2987 |
| 20 Total number of HMV citations written by your agency.                       | 380  |
| 21 Total number of child safety/booster seat citations written by your agency. | 10   |
| 22 Total number of safety belt citations written by your agency.               | 309  |
| 23 Total number of warnings issued.                                            | 4550 |

**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.                                               | 3,575 |
| 25 Total number of traffic crashes resulting in a fatality.                       | 40    |
| 26 Total number of traffic crashes resulting in a serious injury.                 | 164   |
| 27 Total number of speed-related traffic crashes.                                 | 1,019 |
| 28 Total number of speed-related traffic crashes resulting in a fatality.         | 13    |
| 29 Total number of speed-related traffic crashes resulting in a serious injury.   | 68    |
| 30 Total number of alcohol-related traffic crashes.                               | 222   |
| 31 Total number of alcohol-related traffic crashes resulting in a fatality.       | 7     |
| 32 Total number of alcohol-related traffic crashes resulting in a serious injury. | 20    |
| 33 Total number of unbuckled fatalities.                                          | 19    |
| 34 Total number of unbuckled serious injuries.                                    | 75    |

**Enter your agency's information below.**

|                                                              |     |
|--------------------------------------------------------------|-----|
| 35 Total number of commissioned law enforcement officers.    | 144 |
| 36 Total number of commissioned patrol and traffic officers. | 55  |

|                                                                                              |    |
|----------------------------------------------------------------------------------------------|----|
| 37 Total number of commissioned law enforcement officers available for overtime enforcement. | 55 |
| 38 Total number of vehicles available for enforcement.                                       | 55 |
| 39 Total number of radars/lasers.                                                            | 37 |
| 40 Total number of in-car video cameras.                                                     | 42 |
| 41 Total number of PBTs.                                                                     | 35 |
| 42 Total number of Breath Instruments.                                                       | 3  |

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.

Enforcement will be conducted in areas indicated through crash map data as having high numbers of collisions. \*\*\*\*\*Countywide\*\*\*\*\*

44 Enter the number of enforcement periods your agency will conduct each month. 10

45 Enter the months in which enforcement will be conducted.

Year around enforcement

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

7 days a week Sunday thru Saturday

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

During times of high traffic flow and crash times

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 needed

## PROJECT EVALUATION

---

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

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

An assigned Traffic Safety Supervisor will monitor enforcement statistics turned in by each deputy involved in the program to ensure all are performing in a manner that will accomplish the goal of the program in lowering HMV related crashes within the county. The supervisor will also monitor the locations in which deputies are conducting enforcement to ensure it is in line with problem areas as listed in CRASH reporting and strategic enforcement. Ensure deputies understand the importance of a summons versus a verbal warning when it comes to HMV enforcement and which has better results when it comes to changing driver behavior to ensure the safety of the motoring public.

## ADDITIONAL FUNDING SOURCES

---

HIDTA-01/01/19-12/31/19--\$137,500

Byrne Grant-07/01/19-06/30/20--\$137,304.48

DOJ-10/01/19-09/30/20--\$18,649.00

**BUDGET**

| Category              | Item                     | Description                                        | Quantity | Unit Cost   | Total              | Match         | Total Requested    |
|-----------------------|--------------------------|----------------------------------------------------|----------|-------------|--------------------|---------------|--------------------|
| <b>Personnel</b>      |                          |                                                    |          |             |                    |               |                    |
|                       | Overtime and Fringe      | Overtime budget for HMV operations                 | 1        | \$48,000.00 | \$48,000.00        | \$0.00        | \$48,000.00        |
|                       |                          |                                                    |          |             | \$48,000.00        | \$0.00        | \$48,000.00        |
| <b>Training</b>       |                          |                                                    |          |             |                    |               |                    |
|                       | Professional Development | LETSAC Conference cost for Traffic Safety Deputies | 6        | \$800.00    | \$4,800.00         | \$0.00        | \$4,800.00         |
|                       |                          |                                                    |          |             | \$4,800.00         | \$0.00        | \$4,800.00         |
| <b>Total Contract</b> |                          |                                                    |          |             | <b>\$52,800.00</b> | <b>\$0.00</b> | <b>\$52,800.00</b> |

## ATTACHMENTS

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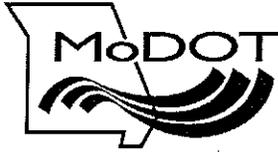
Document Type

Description

Original File Name

Date Added

General App  
Printers



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

## COUNTY AUTHORIZATION

On \_\_\_\_\_, 20\_\_ the County Commission of \_\_\_\_\_  
County discussed participation in Missouri's Highway Safety Program.

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

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

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

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

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



**Highway Safety and Traffic Division  
GENERAL APPLICATION  
October 01, 2020 through September 30, 2021**

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

(Application due by March 01, 2020)

|                             |                                  |                                 |                           |
|-----------------------------|----------------------------------|---------------------------------|---------------------------|
| <b>Agency:</b>              | Franklin County Sheriff's Office | <b>Agency ORI#:</b>             | MO0360000                 |
| <b>Address:</b>             | #1 Bruns Dr.                     | <b>Federal Tax ID#:</b>         | 4360001345                |
|                             |                                  | <b>DUNS #:</b>                  | 556206266                 |
| <b>City:</b>                | Union                            | <b>State:</b> MO                | <b>Zip:</b> 63084-3221    |
|                             |                                  | <b>County:</b>                  | Franklin                  |
| <b>Phone:</b>               | 636-583-2560                     | <b>Fax:</b>                     | 636-583-2560              |
| <b>Contact:</b>             | Sgt. Jason Weggemann             | <b>Email:</b>                   | jweggemann@franklinmo.net |
| <b>Jurisdiction:</b>        | Urban                            | <b>Jurisdiction Population:</b> | 91,763                    |
| <b>Targeted Population:</b> | Impaired Drivers                 |                                 |                           |

**Project activity for which your agency is requesting funding:**

Data Projects

|                           |                    |                          |            |
|---------------------------|--------------------|--------------------------|------------|
| <b>Project Title:</b>     | In Car Printers    | <b>Requested Amount:</b> | \$1,600.00 |
| <b>Brief Description:</b> | HP In Car Printers |                          |            |

Steve Pelton 1101  
\_\_\_\_\_  
Authorizing Official

*Steven M Pelton*  
\_\_\_\_\_  
Authorizing Official Signature

\_\_\_\_\_  
Sheriff  
Authorizing Official Title

## PROBLEM IDENTIFICATION

---

During the course of a DWI Investigation a refusal to submit to a Breath Alcohol Test often occurs. Franklin County Traffic Safety Deputies often process an entire DWI within their patrol unit, unless the offender refuses to submit to breath alcohol testing. Franklin County Deputies are forced to apply for a search warrant to obtain a blood draw on DWI offenders. Franklin County is over 900 sq miles and at times deputies are required to drive back to the sheriff's office and process the search warrant which adds time to the case and valuable evidence is being destroyed.

When a refusal occurs, Deputies are forced to relinquish custody of the offender to the Detention Facility while he completes the search warrant process within the Sheriff's Office. By utilizing in car printers deputies will be able to process a DWI search warrant from start to finish from the parking lot of the hospital which we utilize for blood draws without having to relinquish custody of the offender thus saving time.

The above is the same with the rising number of driving while drugged cases the Sheriff's Office is experiencing. Deputies are required to obtain blood from the arrestee for investigative purposes which results in the same process of obtaining a blood draw search warrant.

## GOALS/OBJECTIVES

---

The goal of this project is to have a more effective process when applying for a search warrant for driving while intoxicated blood draws. Utilizing in car printers deputies will be able to process an electronic version of the DWI search warrant through the in car computer system. Deputies will be able to print the search warrants from within their patrol car effectively retaining custody of the offender while at the hospital and/ or scene. This will allow deputies to obtain a more accurate BAC on DWI subjects due to lowering the time spent processing a search warrant and travel time.

## PROJECT DESCRIPTION

---

The In Car Printer Program will be utilized in the full time traffic enforcement vehicles to effectively and efficiently process DWI (Drugged and Alcohol) refusal cases. The deputies with the assistance of departmental ASIV's breath alcohol testing instruments in their patrol cars will be able to process a DWI case start to finish while maintaining custody of DWI offenders. The traffic safety deputies will also be able to assist on duty road patrol deputies with DWI cases they may encounter. The overall success of the program will be measured by the time saved from arrest of intoxicated subjects to obtaining blood draw sample.

## SUPPLEMENTAL INFORMATION

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| <u>Question</u>                                                                                                                                                                                                                                                                                                                             | <u>Answer</u> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 1 Does your agency have and enforce a safety belt use policy?                                                                                                                                                                                                                                                                               | Yes           |
| 2 If NO, please explain.                                                                                                                                                                                                                                                                                                                    |               |
| 3 Does your agency have and enforce a policy restricting cell phone use while driving?                                                                                                                                                                                                                                                      | No            |
| 4 If NO, please explain.<br><br>There is no written policy regarding cell phone usage however there are several directives regarding the operation of a motor vehicle when using a cell phone, MDT, or any other distracting activity.                                                                                                      |               |
| 5 What type of agency do you represent (e.g. state government, local government, not for profit, for profit)?<br><br>County Government                                                                                                                                                                                                      |               |
| 6 Will this project have an impact statewide, regionally, or locally?<br><br>Regionally, as deputies will be able to assist others in the completion of electronic search warrants from within their patrol units.                                                                                                                          |               |
| 7 What target group will this project impact (e.g. young, older, impaired)?<br><br>This program will impact impaired driving incidents.                                                                                                                                                                                                     |               |
| 8 What age group does your project focus on?<br><br>All ages.                                                                                                                                                                                                                                                                               |               |
| 9 Does your agency have adequate manpower to fully expend the funds requested in this application?                                                                                                                                                                                                                                          | Yes           |
| 10 If NO, please explain.                                                                                                                                                                                                                                                                                                                   |               |
| 11 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?                                                                                                                                                                                        | No            |
| 12 If YES, please explain.                                                                                                                                                                                                                                                                                                                  |               |
| 13 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?                                                                                                                                                                                                                              | No            |
| 14 If YES, please explain.                                                                                                                                                                                                                                                                                                                  |               |
| 15 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.<br><br>Other MoDOT related activities, such as Work Zone assignments, affected other grant enforcement activities. Funding over the course of the last fiscal year was largely expended. |               |
| 16 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?                                                                                                                                                                                                            | No            |
| 17 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?                                                                                                                                                                                                                                  | No            |

18 If you answered NO to either question 16 and 17, DO NOT answer this question. If you answered YES to both question 16 and 17, 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).

19 Does this project employ proven best practices or would it be considered a pilot project?

Research has been completed through other agencies whom revealed this is a successful program.

20 Is training going to be provided as part of this contract?

No

21 If Yes, enter types of training courses that will be provided and the estimated number of each course.

## PROJECT EVALUATION

---

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

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

Evaluation results will be used to determine:

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

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

The traffic safety unit supervisor will monitor the installation, set up and use of printers issued through this grant to traffic safety full time deputies. The supervisor will also monitor the time saved from arrest of driving while intoxicated subjects to obtaining a blood sample from DWI offenders on refusals.

## ADDITIONAL FUNDING SOURCES

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HIDTA-01/01/19-12/31/19--\$137,500

Byrne Grant-07/01/19-06/30/20--\$137,304.48

DOJ-10/01/19-09/30/20--\$18,649.00

BUDGET

| Category              | Item    | Description                                                                                                                                              | Quantity | Unit Cost | Total             | Match         | Total Requested   |
|-----------------------|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-------------------|---------------|-------------------|
| Equipment             |         |                                                                                                                                                          |          |           |                   |               |                   |
|                       | Printer | 4 HP Envy 7640 Wireless Printers (\$140.00) a unit,<br>4 1100 watt Krieger power inverters (\$100.00) a unit,<br>4 vehicle installations \$150.00 a unit | 4        | \$400.00  | \$1,600.00        | \$0.00        | \$1,600.00        |
|                       |         |                                                                                                                                                          |          |           | \$1,600.00        | \$0.00        | \$1,600.00        |
| <b>Total Contract</b> |         |                                                                                                                                                          |          |           | <b>\$1,600.00</b> | <b>\$0.00</b> | <b>\$1,600.00</b> |

## ATTACHMENTS

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Document Type

Description

Original File Name

Date Added



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, February 18, 2020  
Contract/Agreements

**IN THE MATTER OF APPROVING AND  
AUTHORIZING ACCEPTANCE OF A  
GRANT FOR THE ST. PATRICK'S DAY  
DWI ENFORCEMENT CAMPAIGN**

**WHEREAS**, MoDOT's Traffic and Highway Safety Division has identified Franklin County Sheriff's Office as being qualified and eligible to participate in the St. Patrick's Day DWI Enforcement Campaign for 2020; and

**WHEREAS**, as a condition of participating in such campaign it is necessary that Franklin County enter into a "Subaward Agreement" with the University of Central Missouri, a copy of which is attached hereto; and

**WHEREAS**, the award to Franklin County to participate in the campaign is \$1,200.00 to be used for overtime compensation for Sheriff's Office personnel in accordance with the above referenced agreement.

**IT IS THEREFORE ORDERED** by the Franklin County Commission that the grant award is hereby accepted.

**IT IS FURTHER ORDERED** that the "Subaward Agreement" is hereby approved and that Steven Pelton, Sheriff, is authorized to execute said Agreement on behalf of Franklin County.

**IT IS FURTHER ORDERED** that a copy of the fully executed Agreement be provided to MoDOT's Traffic and Highway Safety Division; Steven Pelton, Sheriff; Sgt. Jason Weggemann, Sheriff's Office; Christa Buchanan, Clerk's Office; and Ann Struttman, Purchasing Agent.

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

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District

FRANKLIN COUNTY SHERIFF'S OFFICE

STEVEN M. PELTON, SHERIFF  
TREVOR J. WILD SR, CHIEF DEPUTY



#1 BRUNS DRIVE

UNION, MO 63084

BUSINESS PHONE (636) 583-2560  
ALTERNATE PHONE (636) 583-2567  
EMERGENCY 911

To: Franklin County Commission  
From: Sgt. Jason Weggemann 1253  
Ref; St. Patrick's Day and Youth Seatbelt Enforcement grants

Sirs,

Please review and approve the following special enforcement grants;

St. Patricks Day DWI Enforcement Campaign, which runs from March 13-18, 2020 in the amount of \$1,200.00.

Youth Seatbelt Campaign, which runs from March 15-31, 2020 in the amount of \$700.00.

Both grants are 100% reimbursable through the University of Central Missouri-Missouri Safety Center (MODOT).

Respectfully

Sgt. Jason Weggemann 1253

A handwritten signature in black ink that reads "Sgt. Jason Weggemann 1253".

University of Central Missouri  
Subaward Agreement  
**St. Patrick's DWI Enforcement Campaign**

|                                                                                                                  |                         |                                                                                        |
|------------------------------------------------------------------------------------------------------------------|-------------------------|----------------------------------------------------------------------------------------|
| <b>Pass-Through Entity (PTE):</b><br>University of Central Missouri – Missouri Safety Center                     |                         | <b>Subrecipient:</b><br>Franklin County Sheriff's Office                               |
| <b>PTE Principal Investigator: Joanne Kurt-Hilditch</b><br>Director, Missouri Safety Center                      |                         | <b>Subrecipient Principal Investigator (PI):</b><br>Franklin County Sheriff's Office   |
| <b>PTE DUNS Number: 79-559-7124</b>                                                                              |                         | <b>Subrecipient DUNS Number: 556206266</b>                                             |
| <b>PTE FEIN: 44-6000293</b>                                                                                      |                         | <b>Subrecipient FEIN: 43-6001345</b>                                                   |
| <b>Subaward Number: SAF128-0123</b>                                                                              | <b>CFDA No.: 20.607</b> | <b>State Awarding Agency:</b><br>MO Dept. of Transportation – Highway Safety & Traffic |
| <b>PTE State Award No: 20-154-AL-017</b>                                                                         |                         | <b>Federal Awarding Agency:</b><br>US Department of Transportation                     |
| <b>Project Title: St. Patrick's DWI Enforcement Campaign</b>                                                     |                         |                                                                                        |
| <b>Subaward Period of Performance:</b><br>Award Start: <b>March 13, 2020</b><br>Award End: <b>March 18, 2020</b> |                         | <b>Subaward Type:</b> Reimbursable                                                     |
|                                                                                                                  |                         | <b>Subaward Value:</b> \$1,200                                                         |

**Terms and Conditions:**

The parties to this contract do mutually agree to the following terms and conditions as outlined in this documents and corresponding attachments.

Reporting and Monitoring Requirements:

All invoicing and reporting will follow the guidelines and restrictions as set out in the attached statement of work. All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Agency.

The Agency shall permit monitoring by the State or appropriate federal agency representatives and comply with such reporting procedures as may be established by the State. The Agency shall maintain all related records for three years following the end date of this contract. Record retention is required for purposes of Federal examination and audit. All invoicing and reporting will follow the guidelines and restrictions as set out in the attached statement of work and contract. By signing this form, Agency agrees to abide by the terms set forth in the statement of work.

Non-Supplanting Certification:

The agency affirms that the federal funds will not be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt of federal funds. Only eligible officer overtime will be reimbursable through this contract.

Revisions and Amendments:

Matters concerning the technical performance of this agreement, not cost extensions, a request or negotiation of any changes in terms, conditions, or amounts should be directed to the UCM principal investigator, as noted in this contract. Any changes made to this agreement require the written approval of each party's Authorized Official.

Indemnification:

Each party shall be responsible for damages resulting from the wrongful or negligent acts or omissions of each respective party's employees, agents, and/or representatives for risks, losses, and circumstances occurring during or arising out of the scope of work in this agreement. University of Central Missouri does not waive its sovereign immunity as provided by RSMo Section 537.600, nor did any of the protections afford it as a quasi-public body of the State of Missouri. The University agrees to be responsible hereunder only to the extent that it would otherwise be liable under the provision of RSMo Section 537.600.

Project Description & Total Amount of Federal Pass-Through to PTE:

Through management of the DWI overtime enforcement campaigns, provide targeted law enforcement agencies with the resources to fund full, part-time and reserve officer overtime pay for their DWI enforcement and special mobilization efforts. These resources will be in the form of sub-award grants to law enforcement agencies identified by Missouri's HSTD. The total amount of the Federal pass-through funding to PTE is \$453,609.55.

Termination of Agreement for cause:

Either party may terminate this agreement with thirty (30) days written notice to the appropriate party's principal investigator. If applicable, the University shall pay Agency for termination costs as allowable under OMB 2 CFR Parts 200 and 1201.

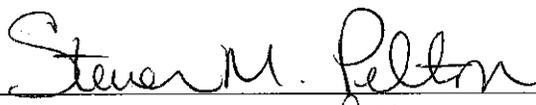
Governing law: This Agreement shall be interpreted under and governed by the laws of the State of Missouri.

Reimbursable Award: The University of Central Missouri (UCM) hereby awards a cost reimbursable contract of up to **\$1,200** to the **Franklin County Sheriff's Office** to support officer overtime on the **St. Patrick's DWI Enforcement Campaign**. In its performance of work under the terms of this agreement, Agency shall be an independent entity and not an employee or agent of UCM.

Attachments:

**Attachment A:** Statement of Work and Notice of Eligibility

**Attachment B:** Contract between the Missouri Highways and Transportation Commission & University of Central Missouri/Missouri Safety Center

|                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Signature of Authorized Official of PTE (UCM):</p>                                                                                                                                                             | <p><b>Signature</b> of Authorized Official of Subrecipient (Agency):</p>                                                                                                                                                                                                                                          |
| <p>Printed Name: Sarah Craig      Date: 10/01/2019</p>                                                                                                                                                                                                                                               | <p>Printed Name: Steven M. Pelton      Date: 2/10/2020</p>                                                                                                                                                                                                                                                                                                                                            |
| <p>Title: Director, Sponsored Programs</p>                                                                                                                                                                                                                                                           | <p>Title: Sheriff</p>                                                                                                                                                                                                                                                                                                                                                                                 |
| <p>UCM Project Address:<br/>Missouri Safety Center<br/>Attn: Mindy Sergent<br/>Humphrey Building, Suite 200<br/>Warrensburg, MO 64093</p> <p>Phone: 660-543-4392      Fax: 660-543-4482</p> <p>Email: <a href="mailto:sergent@ucmo.edu">sergent@ucmo.edu</a></p> <p>Subaward Number: SAF128-0123</p> | <p><b>Signature</b> of Enforcement Administrator of Subrecipient:</p>  <p>Printed Name: Sgt Jason Weggen      Date: 2/10/20</p> <p>Agency Address: #1 Bruns Lane<br/>Union Mo 63084</p> <p>Agency Phone: 636-584-6818</p> <p>Agency Email: <a href="mailto:jweggen@franklinmo.net">jweggen@franklinmo.net</a></p> |



## Attachment A: Statement of Work and Notice of Eligibility St. Patrick's DWI Enforcement Campaign

The Highway Safety & Traffic Division – Missouri Department of Transportation (MoDOT) has identified **Franklin County Sheriff's Office** as eligible to participate in the **St. Patrick's DWI Enforcement Campaign**. Those officers conducting Standardized Field Sobriety Testing **MUST** have 24 hours of SFST training to participate in Grant Funded Enforcement efforts. Full-time, part-time and reserve officers are eligible to participate in overtime enforcement campaigns. Part-time and reserve officers must have the same authority as a full-time permanent officer.

Through the University of Central Missouri Subaward Agreement (here after referred to as Subaward Agreement), a maximum reimbursable amount of **\$1,200** has been designated for actual officer overtime salary and fringe benefits dedicated to enforcement activities during this enforcement campaign.

Participation in **St. Patrick's DWI Enforcement Campaign** requires your agency to:

1. Complete the sections of the University of Central Missouri Subaward Agreement:
  - TWO DIFFERENT (required) signatures. These are typically the Chief, Sheriff or Authorized Official AND the Enforcement Administrator for your agency.
  - Agency Contact Information to include: Address, Phone and Email
2. The TWO signatures on the submitted Subaward Agreement must match the two required signatures on the Overtime Enforcement Manpower Report Form. If the signatures are different a memo must be included with the Overtime Enforcement Manpower Report Form explaining the reason for the difference.
  - Therefore, if the person who signed as the Authorizing Official on the Subaward Agreement also works the enforcement campaign a different authorizing official would need to sign the Overtime Enforcement Manpower Report Form then a memo must be submitted explaining the reason for the difference in signatures between the Subaward Agreement and the Overtime Enforcement Manpower Report Form. The Authorizing Official cannot certify/approve THEIR-OWN hours worked.
3. Return the signed Subaward Agreement no later than March 13, 2020 to **Mindy Sergeant**:
  - Scan then Email to: [sergent@ucmo.edu](mailto:sergent@ucmo.edu) or
  - Fax to: 660-543-4482 or 660-543-4078
4. Upon receipt of the completed Subaward Agreement, your agency will receive an **email message** from **Mindy Sergeant** which will include the following enforcement documents:
  - Pre and Post News Release Examples
  - Overtime Enforcement Manpower Report Form
  - Enforcement Reimbursement Check List
  - Highway Safety Campaign Letter to include the On-Line Mobilization Reporting Instructions
5. Upon campaign completion below items must be completed and submitted to the Missouri Safety Center **NO LATER THAN May 04, 2020**. Reports submitted after **May 04, 2020** may **not** be reimbursed:
  - Missouri Safety Center - Overtime Enforcement Manpower Report Form
  - Signatures on Subaward Agreement **MATCH** signatures on Manpower Report, if not, a memo indicating why the signatures a different
  - Copies of the salary earnings or salary verification statement showing that the individual(s) who worked the enforcement received payment. This should be an **agency generated payroll report** to include a check date
  - Online reporting of citations has been submitted to Highway Safety (<https://mobilization.rejis.org/>)

On behalf of the Missouri Department of Transportation's Highway Safety & Traffic Division and the Missouri Safety Center, we appreciate your willingness to assist in making our roadways safer for all.

## CONTRACT CONDITIONS

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.

## CONTRACT CONDITIONS

**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.

## CONTRACT CONDITIONS

### 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;

## CONTRACT CONDITIONS

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 .

## CONTRACT CONDITIONS

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

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

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

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

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

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

### **XVIII. NONSEGREGATED FACILITIES**

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

### **XIX. FUNDING ORIENTATION AND AUDIT INFORMATION**

The MHTC funds the following NHTSA program areas:

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

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

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

The State will provide a drug-free workplace by:

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

## CONTRACT CONDITIONS

- 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.

Attachment B - Contract between the Missouri Highways and Transportation Commission & University of Central Missouri / Missouri Safety Center

## CONTRACT CONDITIONS

### 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;

### CONTRACT CONDITIONS

- 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.

## CONTRACT CONDITIONS

### 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 driving contributed to 25.6 percent of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs continues to increase. Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 82.4 percent of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver. (2019 Missouri Highway Safety Plan)

According to Missouri's Blueprint ~ A Partnership Toward Zero Deaths 2016-2020, "Substance-impaired drivers contributed to 28 percent of Missouri's traffic crash fatalities during the past three 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 crashes. During the past three years, males were responsible for 83 percent of substance-impaired driving fatalities. Fourteen percent of the children less than 15 years of age who were killed in motor vehicle crashes over the last three years, were riding with a substance-impaired driver."

According to NHTSA-Countermeasures That Work Ninth Edition 2017, "Like publicized sobriety checkpoint programs, the primary purpose of publicized saturation patrol programs is to deter driving after drinking by increasing the perceived risk of arrest. To do this, saturation patrols should be publicized extensively and conducted regularly, as part of an ongoing saturation patrol program. A demonstration program in Michigan, where sobriety checkpoints are prohibited by State law, revealed that saturation patrols can be effective in reducing alcohol-related fatal crashes when accompanied by extensive publicity (Fell, Langston, Lacey, & Tippetts, 2008).

Some of the most effective campaigns have been the national law enforcement mobilization efforts such as "Click It or Ticket" and "Drive Sober or Get Pulled Over." People heard about the mobilizations in the media, and drivers were aware that the risk of apprehension was high. These campaigns have proven their ability to not only heighten awareness, but also to ultimately make positive behavioral changes. (2019 Missouri Highway Safety Plan)

A need exists to assist Missouri's Highway Safety and Traffic Division (HSTD) to encourage increased law enforcement participation in DWI enforcement and specialized mobilization efforts. Within Missouri's Blueprint ~ A Partnership Toward Zero Deaths 2016-2020 there exists a key substance-impaired driver strategy for law enforcement,

- Increase law enforcement participation in substance-impaired driving enforcement and specialized mobilization efforts;
- Encourage multi-agency initiatives and task forces to identify target locations, times, etc. for enforcement efforts;
- Encourage law enforcement to participate in the youth impaired driving mobilizations.
- Increase law enforcement participation in substance-impaired driving enforcement and specialized mobilization efforts.

## GOALS/OBJECTIVES

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**Goal:**

Encourage increased participation from law enforcement partners in the State's DWI enforcement and special mobilization campaigns to effectively deter, identify, arrest and adjudicate alcohol and other substance-impaired drivers.

**Objective:**

Through management of the DWI overtime enforcement campaigns, provide targeted law enforcement agencies with the resources to fund full, part-time and reserve officer overtime pay for their DWI enforcement and special mobilization efforts. These resources will be in the form of sub-award grants to law enforcement agencies identified by Missouri's HSTD.

Attachment B - Contract Between the Missouri Highways and Transportation Commission & University of Central Missouri / Missouri Safety Center

## PROJECT DESCRIPTION

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The Missouri Safety Center (MSC) will encourage law enforcement agencies to participate in the State's DWI enforcement and special mobilization efforts. This will be through sub-award grants to law enforcement agencies, selected by Missouri's HSTD making available overtime funds. Additional agencies may be added or removed based on available funds and guidance from the HSTD. These overtime funds will be used to encourage law enforcement agencies to increase their DWI enforcement efforts during the following campaigns:

- Holiday DWI Enforcement (December, 2019),
- St. Patrick's Day DWI Enforcement (March, 2020),
- Youth Alcohol Enforcement (May, 2020),
- Independence Day DWI Enforcement (July, 2020), and
- "Drive Sober or Get Pulled Over" Enforcement (August - September, 2020)

Upon receipt of the HSTD enforcement database which includes the identified law enforcement agencies and their individual funding amounts, (MSC is to receive HSTD Enforcement Database and Pre/Post press releases 6 weeks prior to the start date of the campaign), the Missouri Safety Center will:

- E-mail invitations and sub-award grant contracts to all designated agencies,
- Either by phone or electronically make a minimum of two contacts to those agencies that did not respond by the established deadline and determine their participation status, and inform HSTD representative,
- E-mail the participation and informational documents to law enforcement agencies upon receipt of their signed contracts indicating their desire to participate,
- Receive, upon completion of the enforcement effort, the agency Manpower Report Form indicating the number of officers and hours worked for reimbursement,
- Receive, upon completion of the enforcement effort, departmental documentation for verification of officer(s) overtime payment,
- Make, as needed, additional contacts to those agencies that have not submitted their Manpower Report Form by the established deadline,
- Verify the participating agency has submitted their Enforcement Statistics Reports via the HSTD Online Mobilization Reporting system,
- Verify the Manpower Report Form and requested reimbursement amounts are accurate and within the contract specifications, approve, and process for payment,
- Submit a report and reimbursement voucher to the HSTD upon completion of the enforcement effort ,
- Submit back to HSTD an updated database.

### Personnel:

MSC will provide two support staff personnel to perform the duties of this grant as part of or in total of their overall duties for the Missouri Safety Center. See detailed budget, attached.

\*Salary and fringe benefits figures are based on current amounts with a projected 3% salary increase and a 3% benefits increase.

\*\* In effect, the Drive Sober Enforcement grant is five individual enforcement campaigns in one grant project.

## SUPPLEMENTAL INFORMATION

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| <u>Question</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <u>Answer</u> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 1 Does your agency have and enforce a safety belt use policy?                                                                                                                                                                                                                                                                                                                                                                                                                                | Yes           |
| 2 If NO, please explain.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |               |
| 3 Does your agency have and enforce a policy restricting cell phone use while driving?                                                                                                                                                                                                                                                                                                                                                                                                       | Yes           |
| 4 If NO, please explain.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |               |
| 5 What type of agency do you represent (e.g. state government, local government, not for profit, for profit)?<br>State Government - University of Central Missouri                                                                                                                                                                                                                                                                                                                           |               |
| 6 Will this project have an impact statewide, regionally, or locally?<br>Statewide                                                                                                                                                                                                                                                                                                                                                                                                           |               |
| 7 What target group will this project impact (e.g. young, older, impaired)?<br>Impaired Drivers                                                                                                                                                                                                                                                                                                                                                                                              |               |
| 8 What age group does your project focus on?<br>All Drivers                                                                                                                                                                                                                                                                                                                                                                                                                                  |               |
| 9 Does your agency have adequate manpower to fully expend the funds requested in this application?                                                                                                                                                                                                                                                                                                                                                                                           | Yes           |
| 10 If NO, please explain.                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |               |
| 11 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?                                                                                                                                                                                                                                                                                                                                         | No            |
| 12 If YES, please explain.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |               |
| 13 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?                                                                                                                                                                                                                                                                                                                                                                               | No            |
| 14 If YES, please explain.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |               |
| 15 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.<br>Total officer overtime and fringe amounts are established by the Highway Safety & Traffic Division. The use of funds depends greatly on agency and officer participation and in general, participation does not always match projected expectations. However, it should be noted that steady increases have occurred in participation. |               |
| 16 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?                                                                                                                                                                                                                                                                                                                                                             | No            |
| 17 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?                                                                                                                                                                                                                                                                                                                                                                                   | No            |

18 If you answered NO to either question 16 and 17, DO NOT answer this question. If you answered YES to both question 16 and 17, 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).

19 Does this project employ proven best practices or would it be considered a pilot project?

Yes - Proven Best Practices

## PROJECT EVALUATION

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

1. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
2. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
3. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
4. Attaining the Goals set forth in this contract\*
5. Accomplishing the Objectives\* established to meet the project Goals, such as:
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
  - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
  - Other (any other information or material that supports the Objectives)
6. 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 based on achievements of goals and objectives.

**Missouri Department of Transportation**  
*Patrick K. McKenna, Director*

573.751.4161  
Fax: 573.634.5977  
1.800.800.2358

Dear Chief/Sheriff:

Your agency has been approved to participate in our Mini-Grant program through the Missouri Safety Center in Warrensburg. The Safety Center will provide you with a written contract along with instructions on what is required to receive reimbursement from them.

Funding for this program is received from the National Highway Traffic Safety Administration. With that in mind, our office and/or one of our Law Enforcement Liaisons will at some point conduct monitoring visits on all mini grant agencies. This may range from an email requesting you to provide documents to an onsite visit where they will request to see various documents.

Documents that you should have in your grant project file should include:

- Officer Log Sheet for the grant shift
- Overtime sheet signed by officer and second person on duty to document their participation.
- Time Sheets for the pay period
- Enforcement Page for individual officers
- Copies of Citations/Warnings (If automated, they can be printed upon request)
- Department work schedule for the grant period
- Payroll documentation for grant shifts.

If you have any questions or need assistance, please feel free to contact Mike Stapp in our office at [Michael.Stapp@modot.mo.gov](mailto:Michael.Stapp@modot.mo.gov) or by phone at 573-751-0599.

Thank you for participating in our programs and working with us to make our Missouri highways a safer place to travel.

Sincerely,



Jon Nelson  
Assistant to the State Highway Safety and Traffic Engineer



*Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.*

[www.modot.org](http://www.modot.org)



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, February 18, 2020  
Contract/Agreements

**IN THE MATTER OF APPROVING AND  
AUTHORIZING ACCEPTANCE OF A  
GRANT FOR THE YOUTH SEAT BELT  
ENFORCEMENT CAMPAIGN**

**WHEREAS**, MoDOT's Traffic and Highway Safety Division has identified Franklin County Sheriff's Office as being qualified and eligible to participate in the Youth Seat Belt Enforcement Campaign for 2020; and

**WHEREAS**, as a condition of participating in such campaign it is necessary that Franklin County enter into a "Subaward Agreement" with the University of Central Missouri, a copy of which is attached hereto; and

**WHEREAS**, the award to Franklin County to participate in the campaign is \$700.00 to be used for overtime compensation for Sheriff's Office personnel in accordance with the above referenced agreement.

**IT IS THEREFORE ORDERED** by the Franklin County Commission that the grant award is hereby accepted.

**IT IS FURTHER ORDERED** that the "Subaward Agreement" is hereby approved and that Steven Pelton, Sheriff, is authorized to execute said Agreement on behalf of Franklin County.

**IT IS FURTHER ORDERED** that a copy of the fully executed Agreement be provided to MoDOT's Traffic and Highway Safety Division; Steven Pelton, Sheriff; Sgt. Jason Weggemann, Sheriff's Office; Christa Buchanan, Clerk's Office; and Ann Struttman, Purchasing Agent.

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

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District

**FRANKLIN COUNTY SHERIFF'S OFFICE**

**STEVEN M. PELTON, SHERIFF  
TREVOR J. WILD SR, CHIEF DEPUTY**



**#1 BRUNS DRIVE**

**UNION, MO 63084**

**BUSINESS PHONE (636) 583-2560  
ALTERNATE PHONE (636) 583-2567  
EMERGENCY 911**

To: Franklin County Commission  
From: Sgt. Jason Weggemann 1253  
Ref; St. Patrick's Day and Youth Seatbelt Enforcement grants

Sirs,

Please review and approve the following special enforcement grants;

St. Patrick's Day DWI Enforcement Campaign, which runs from March 13-18, 2020 in the amount of \$1,200.00.

Youth Seatbelt Campaign, which runs from March 15-31, 2020 in the amount of \$700.00.

Both grants are 100% reimbursable through the University of Central Missouri-Missouri Safety Center (MODOT).

Respectfully

Sgt. Jason Weggemann 1253

A handwritten signature in black ink that reads "Sgt. Jason Weggemann 1253".

University of Central Missouri  
Subaward Agreement  
**Youth Seat Belt Enforcement Campaign**

|                                                                                                                  |                         |                                                                                        |
|------------------------------------------------------------------------------------------------------------------|-------------------------|----------------------------------------------------------------------------------------|
| <b>Pass-Through Entity (PTE):</b><br>University of Central Missouri – Missouri Safety Center                     |                         | <b>Subrecipient:</b><br>Franklin County Sheriff's Office                               |
| <b>PTE Principal Investigator: Joanne Kurt-Hildrich</b><br>Director, Missouri Safety Center                      |                         | <b>Subrecipient Principal Investigator (PI):</b><br>Franklin County Sheriff's Office   |
| <b>PTE DUNS Number: 79-559-7124</b>                                                                              |                         | <b>Subrecipient DUNS Number: 556206266</b>                                             |
| <b>PTE FEIN: 44-6000293</b>                                                                                      |                         | <b>Subrecipient FEIN: 43-6001345</b>                                                   |
| <b>Subaward Number: SAF129-0123</b>                                                                              | <b>CFDA No.: 20.616</b> | <b>State Awarding Agency:</b><br>MO Dept. of Transportation – Highway Safety & Traffic |
| <b>PTE State Award No: 20-M2HVE-05-030</b>                                                                       |                         | <b>Federal Awarding Agency:</b><br>US Department of Transportation                     |
| <b>Project Title: Youth Seat Belt Enforcement Campaign</b>                                                       |                         |                                                                                        |
| <b>Subaward Period of Performance:</b><br>Award Start: <b>March 15, 2020</b><br>Award End: <b>March 31, 2020</b> |                         | <b>Subaward Type:</b> Reimbursable                                                     |
|                                                                                                                  |                         | <b>Subaward Value:</b> \$700                                                           |

**Terms and Conditions:**

The parties to this contract do mutually agree to the following terms and conditions as outlined in this documents and corresponding attachments.

Reporting and Monitoring Requirements:

All invoicing and reporting will follow the guidelines and restrictions as set out in the attached statement of work. All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Agency.

The Agency shall permit monitoring by the State or appropriate federal agency representatives, and comply with such reporting procedures as may be established by the State. The Agency shall maintain all related records for three years following the end date of this contract. Record retention is required for purposes of Federal examination and audit. All invoicing and reporting will follow the guidelines and restrictions as set out in the attached statement of work and contract. By signing this form, Agency agrees to abide by the terms set forth in the statement of work.

Non-Supplanting Certification:

The agency affirms that the federal funds will not be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt of federal funds. Only eligible officer overtime will be reimbursable through this contract.

Revisions and Amendments:

Matters concerning the technical performance of this agreement, not cost extensions, a request or negotiation of any changes in terms, conditions, or amounts should be directed to the UCM principal investigator, as noted in this contract. Any changes made to this agreement require the written approval of each party's Authorized Official.

Indemnification:

Each party shall be responsible for damages resulting from the wrongful or negligent acts or omissions of each respective party's employees, agents, and/or representatives for risks, losses, and circumstances occurring during or arising out of the scope of work in this agreement. University of Central Missouri does not waive its sovereign immunity as provided by RSMo Section 537.600, nor did any of the protections afford it as a quasi-public body of the State of Missouri. The University agrees to be responsible hereunder only to the extent that it would otherwise be liable under the provision of RSMo Section 537.600.

Project Description & Total Amount of Federal Pass-Through to PTE:

Through management of the Occupant Protection overtime enforcement campaigns, provide law enforcement agencies with the resources to fund full, part-time, and reserve officers overtime pay for enforcement in targeted locations to increase the awareness and compliance of seat belt usage by all Missouri drivers and passengers during the national and state campaigns. These resources will be in the form of sub-award grants to law enforcement agencies identified by Missouri's HSTD. The total amount of the Federal pass-through funding to PTE is \$286,815.97

Termination of Agreement for cause:

Either party may terminate this agreement with thirty (30) days written notice to the appropriate party's principal investigator. If applicable, the University shall pay Agency for termination costs as allowable under OMB 2 CFR Parts 200 and 1201.

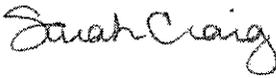
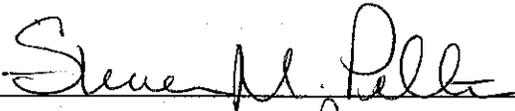
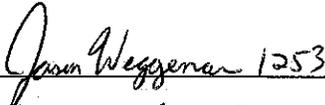
Governing law: This Agreement shall be interpreted under and governed by the laws of the State of Missouri.

Reimbursable Award: The University of Central Missouri (UCM) hereby awards a cost reimbursable contract of up to \$700 to the **Franklin County Sheriff's Office** to support officer overtime on the **Youth Seat Belt Enforcement Campaign**. In its performance of work under the terms of this agreement, Agency shall be an independent entity and not an employee or agent of UCM.

Attachments:

**Attachment A:** Statement of Work and Notice of Eligibility

**Attachment B:** Contract between the Missouri Highways and Transportation Commission & University of Central Missouri/Missouri Safety Center

|                                                                                                                                                                                                                                                                              |                                                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Signature of Authorized Official of PTE (UCM):</p>                                                                                                                                     | <p><b>Signature</b> of Authorized Official of Subrecipient (Agency):</p>  |
| <p>Printed Name: Sarah Craig      Date: 10/01/2019</p>                                                                                                                                                                                                                       | <p>Printed Name: Steven M. Pelton      Date: 2/10/2020</p>                                                                                                    |
| <p>Title: Director, Sponsored Programs</p>                                                                                                                                                                                                                                   | <p>Title: SHERIFF</p>                                                                                                                                         |
| <p>UCM Project Address:<br/>Missouri Safety Center<br/>Attn: Mindy Sergent<br/>Humphrey Building, Suite 200<br/>Warrensburg, MO 64093</p> <p>Phone: 660-543-4392      Fax: 660-543-4482</p> <p><b>Email:</b> sergent@ucmo.edu</p> <p><b>Subaward Number:</b> SAF129-0123</p> | <p><b>Signature</b> of Enforcement Administrator of Subrecipient:</p>     |
|                                                                                                                                                                                                                                                                              | <p>Printed Name: Sgt Jason Weggenan      Date: 2/10/20</p>                                                                                                    |
|                                                                                                                                                                                                                                                                              | <p>Agency Address: #1 Bruns Lane</p>                                                                                                                          |
|                                                                                                                                                                                                                                                                              | <p>Union MO 63084</p>                                                                                                                                         |
|                                                                                                                                                                                                                                                                              | <p>Agency Phone: 636-584-6818</p> <p>Agency Email: jweggenan@franklinmo.net</p>                                                                               |



## Attachment A: Statement of Work and Notice of Eligibility Youth Seat Belt Enforcement Campaign

The Highway Safety & Traffic Division – Missouri Department of Transportation (MoDOT) has identified **Franklin County Sheriff's Office** as eligible to participate in the **Youth Seat Belt Enforcement Campaign**. Full-time, part-time and reserve officers are eligible to participate in overtime enforcement campaigns. Part-time and reserve officers must have the same authority as a full-time permanent officer.

Through the University of Central Missouri Subaward Agreement (here after referred to as Subaward Agreement), a maximum reimbursable amount of **\$700** has been designated for actual officer overtime salary and fringe benefits dedicated to enforcement activities during this enforcement campaign.

Participation in **Youth Seat Belt Enforcement Campaign** requires your agency to:

1. Complete the sections of the University of Central Missouri Subaward Agreement:
  - TWO DIFFERENT (required) signatures. These are typically the Chief, Sheriff or Authorized Official AND the Enforcement Administrator for your agency.
  - Agency Contact Information to include: Address, Phone and Email
2. The TWO signatures on the submitted Subaward Agreement must match the two required signatures on the Overtime Enforcement Manpower Report Form. If the signatures are different a memo must be included with the Overtime Enforcement Manpower Report Form explaining the reason for the difference.
  - Therefore, if the person who signed as the Authorizing Official on the Subaward Agreement also works the enforcement campaign a different authorizing official would need to sign the Overtime Enforcement Manpower Report Form then a memo must be submitted explaining the reason for the difference in signatures between the Subaward Agreement and the Overtime Enforcement Manpower Report Form. The Authorizing Official cannot certify/approve THEIR-OWN hours worked.
3. Return the signed Subaward Agreement no later than March 15, 2020 to **Mindy Sergent**:
  - Scan then Email to: [sergent@ucmo.edu](mailto:sergent@ucmo.edu) or
  - Fax to: 660-543-4482
4. Upon receipt of the completed Subaward Agreement, your agency will receive an **email message** from **Mindy Sergent** which will include the following enforcement documents:
  - Pre and Post News Release Examples
  - Overtime Enforcement Manpower Report Form
  - Enforcement Reimbursement Check List
  - Highway Safety Campaign Letter to include the On-Line Mobilization Reporting Instructions
5. Upon campaign completion below items must be completed and submitted to the Missouri Safety Center **NO LATER THAN May 18, 2020**. Reports submitted after **May 18, 2020** may **not** be reimbursed:
  - Missouri Safety Center - Overtime Enforcement Manpower Report Form
  - Signatures on Subaward Agreement MATCH signatures on Manpower Report, if not, a memo indicating why the signatures a different
  - Copies of the salary earnings or salary verification statement showing that the individual(s) who worked the enforcement received payment. This should be an **agency generated payroll report** to include a check date
  - Online reporting of citations has been submitted to Highway Safety (<https://mobilization.rejis.org/>)

**On behalf of the Missouri Department of Transportation's Highway Safety & Traffic Division and the Missouri Safety Center, we appreciate your willingness to assist in making our roadways safer for all.**

Missouri Department of Transportation  
*Patrick K. McKenna, Director*

573.751.4161  
Fax: 573.634.5977  
1.800.800.2358

Dear Chief/Sheriff:

Your agency has been approved to participate in our Mini-Grant program through the Missouri Safety Center in Warrensburg. The Safety Center will provide you with a written contract along with instructions on what is required to receive reimbursement from them.

Funding for this program is received from the National Highway Traffic Safety Administration. With that in mind, our office and/or one of our Law Enforcement Liaisons will at some point conduct monitoring visits on all mini grant agencies. This may range from an email requesting you to provide documents to an onsite visit where they will request to see various documents.

Documents that you should have in your grant project file should include:

- Officer Log Sheet for the grant shift
- Overtime sheet signed by officer and second person on duty to document their participation.
- Time Sheets for the pay period
- Enforcement Page for individual officers
- Copies of Citations/Warnings (If automated, they can be printed upon request)
- Department work schedule for the grant period
- Payroll documentation for grant shifts.

If you have any questions or need assistance, please feel free to contact Mike Stapp in our office at [Michael.Stapp@modot.mo.gov](mailto:Michael.Stapp@modot.mo.gov) or by phone at 573-751-0599.

Thank you for participating in our programs and working with us to make our Missouri highways a safer place to travel.

Sincerely,



Jon Nelson  
Assistant to the State Highway Safety and Traffic Engineer



*Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.*

[www.modot.org](http://www.modot.org)

**CONTRACT CONDITIONS**

**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;

**CONTRACT CONDITIONS**

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.

**CONTRACT CONDITIONS**

**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).

**CONTRACT CONDITIONS**

- 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.

**CONTRACT CONDITIONS****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;

**CONTRACT CONDITIONS**

- 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.

**CONTRACT CONDITIONS****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.reiis.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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Between 2012-2016, 64.3 percent of drivers and occupants killed in crashes in Missouri were unrestrained. The number of unrestrained teens killed in Missouri crashes during the last five years is even higher, at 74.7 percent. When analyzing only the pickup truck drivers and occupants, 77.8 percent of those killed during the last five years were unrestrained. Missouri's observed safety belt use rate of 84 percent in 2017 is well below the national average of 90 percent. Missouri conducts a statewide observational safety belt survey annually, a teen safety belt survey biennially, and a child passenger and commercial motor vehicle safety belt use survey alternately when funds are available. (2019 Missouri Highway Safety Plan)

Properly wearing a safety belt or using a child restraint is the single most effective way to prevent death and reduce injuries in a crash. According to the National Highway Traffic Safety Administration, safety restraint systems, when utilized correctly, reduce the risk of fatal injuries to front-seat passenger vehicle occupants by 45 percent and reduce the risk of moderate-to-critical injuries by 50 percent. For occupants of light trucks, using safety belts lower the risk of fatal injuries by 60 percent and moderate-to-critical injuries by 65 percent. (2019 Missouri Highway Safety Plan)

According to NHTSA's-Countermeasures That Work Ninth edition 2017, "The most effective strategy for achieving and maintaining restraint use at acceptable levels is well publicized high visibility enforcement of strong occupant restraint use laws. The effectiveness of high visibility enforcement has been documented repeatedly in the United States and abroad. High-visibility enforcement campaigns are effective in both primary and secondary law States. NHTSA's 2003 evaluation found that belt use increased by 4.6 percentage points across the primary law States and by 6.6 percentage points across the secondary law States with the primary law States having had higher use rates before the campaigns (Solomon et al., 2003). NHTSA's evaluation of the 2004 Click It or Ticket campaign found that the campaign increased belt use in 25 secondary jurisdictions by an average of 3.7 percentage points." Also noted by NHTSA, "CDC's systematic review observed that short-term, high-visibility enforcement campaigns increased belt use more among traditionally lower-belt-use groups, including young drivers, rural drivers, males, African-Americans, and Hispanics (Shults et al., 2004).

According to the 2019 Missouri Highway Safety Plan, "Some of the most effective campaigns have been the national law enforcement mobilization efforts such as "Click It or Ticket" and "Drive Sober or Get Pulled Over." People heard about the mobilizations in the media, and drivers were aware that the risk of apprehension was high. These campaigns have proven their ability to not only heighten awareness, but also to ultimately make positive behavioral changes.

Missouri continues to make progress, through public information and enforcement efforts, to increase the use of seat belts, however; more effort is needed in the area of occupant protection enforcement, to include the national Click It or Ticket campaign.

A need exists to assist Missouri's Highway Safety & Traffic Division (HSTD) to encourage increased law enforcement participation in OP enforcement and specialized mobilization efforts. Within Missouri's Blueprint ~ A Partnership Toward Zero Deaths 2016-2020 there exists key strategies for law enforcement:

- Maintain heavy and steady enforcement efforts of occupant protection throughout the year;
- Increase the emphasis on special occupant protection mobilizations that include public information campaigns and selective traffic enforcement programs (e.g., Click It or Ticket, Drive Sober or Get Pulled Over, etc.);
- Encourage use of coordinated multijurisdictional enforcement activities addressing high-risk driving behaviors (e.g., use of safety belts, aggressive driving, speeding, substance-impaired driving, etc.).

In addition, Missouri's "2019 Missouri Highway Safety Plan" included the following Core Performance Measure Goals:

- Based on an annual increase of 0.10 percent in unrestrained passenger vehicle occupant fatalities from 2012 to 2017, Missouri is projecting 385.5 five-year average unrestrained passenger vehicle occupant fatalities by December 31, 2019.
- To increase statewide observed seat belt use of front seat outboard occupants in passenger vehicles 1 percentage point annually from the 2017 calendar base year rate of 84% to 86% by December 31, 2019.

## GOALS/OBJECTIVES

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**Goal:**

Encourage increased participation from law enforcement partners in the State's Occupant Protection enforcement and special mobilization efforts during the national Click-It-or-Ticket (CIOT), Youth Seat Belt, and CPS campaigns.

**Objective:**

Through management of the Occupant Protection overtime enforcement campaigns, provide law enforcement agencies with the resources to fund full, part-time, and reserve officers overtime pay for enforcement in targeted locations to increase the awareness and compliance of seat belt usage by all Missouri drivers and passengers during the national and state campaigns. These resources will be in the form of sub-award grants to law enforcement agencies identified by Missouri's HSTD.

The Missouri Safety Center (MSC) will manage this program by encouraging targeted law enforcement agencies to participate in the State's national OP enforcement and special mobilization efforts. This will be accomplished through sub-award grants to law enforcement agencies, selected by the HSTD making available overtime funds. Additional agencies may be added or removed based on available funds and guidance from the HSTD. These overtime funds will be used to increase DWI enforcement efforts during the following campaigns:

- Youth Seat Belt Enforcement (March, 2020),
- Click It or Ticket It Enforcement (May - June, 2020), and
- Child Passenger Seat Enforcement (September, 2020).

Upon receipt of the HSTD enforcement database which includes the identified law enforcement agencies and their individual funding amounts, (MSC is to receive HSTD Enforcement Database and Pre/Post press releases 6 weeks prior to the start date of the campaign), the Missouri Safety Center will:

- E-mail invitations and sub-award grant contracts to all designated agencies,
- Either by phone or electronically make a minimum of two contacts to those agencies that did not respond by the established deadline and determine their participation status, and inform HSTD representative,
- E-mail the participation and informational documents to law enforcement agencies upon receipt of their signed contracts indicating their desire to participate,
- Receive, upon completion of the enforcement effort, the agency Manpower Report Form indicating the number of officers and hours worked for reimbursement,
- Receive, upon completion of the enforcement effort, departmental documentation for verification of officer(s) overtime payment,
- Make, as needed, additional contacts to those agencies that have not submitted their Manpower Report Form by the established deadline,
- Verify the participating agency has submitted their Enforcement Statistics Reports via the HSTD Online Mobilization Reporting system,
- Verify the Manpower Report Form and requested reimbursement amounts are accurate and within the contract specifications, approve, and process for payment,
- Submit a report and reimbursement voucher to the HSTD upon completion of the enforcement effort,
- Submit back to HSTD an updated database.

#### Personnel

The Missouri Safety Center will provide two support staff personnel to perform the duties of this grant as part of or in total of their overall duties for the MSC. See detailed budget, attached.

\*Salary and fringe benefits figures are based on current amounts with a projected 3% salary increase and a 3% benefits increase.

\*\* The Occupant Protection Enforcement grant is three individual enforcement campaigns combined into one grant project.

| <u>Question</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <u>Answer</u> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 1 Does your agency have and enforce a safety belt use policy?                                                                                                                                                                                                                                                                                                                                                                                                                                | Yes           |
| 2 If NO, please explain.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |               |
| 3 Does your agency have and enforce a policy restricting cell phone use while driving?                                                                                                                                                                                                                                                                                                                                                                                                       | Yes           |
| 4 If NO, please explain.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |               |
| 5 What type of agency do you represent (e.g. state government, local government, not for profit, for profit)?<br>State Government - University of Central Missouri                                                                                                                                                                                                                                                                                                                           |               |
| 6 Will this project have an impact statewide, regionally, or locally?<br>Statewide                                                                                                                                                                                                                                                                                                                                                                                                           |               |
| 7 What target group will this project impact (e.g. young, older, impaired)?<br>All Drivers                                                                                                                                                                                                                                                                                                                                                                                                   |               |
| 8 What age group does your project focus on?<br>All Drivers                                                                                                                                                                                                                                                                                                                                                                                                                                  |               |
| 9 Does your agency have adequate manpower to fully expend the funds requested in this application?                                                                                                                                                                                                                                                                                                                                                                                           | Yes           |
| 10 If NO, please explain.                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |               |
| 11 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?                                                                                                                                                                                                                                                                                                                                         | No            |
| 12 If YES, please explain.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |               |
| 13 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?                                                                                                                                                                                                                                                                                                                                                                               | No            |
| 14 If YES, please explain.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |               |
| 15 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.<br>Total officer overtime and fringe amounts are established by the Highway Safety & Traffic Division. The use of funds depends greatly on agency and officer participation and in general, participation does not always match projected expectations. However, it should be noted that steady increases have occurred in participation. |               |
| 16 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?                                                                                                                                                                                                                                                                                                                                                             | No            |
| 17 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?                                                                                                                                                                                                                                                                                                                                                                                   | No            |

18 If you answered NO to either question 16 and 17, DO NOT answer this question. If you answered YES to both question 16 and 17, 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).

19 Does this project employ proven best practices or would it be considered a pilot project?

Yes - Proven Best Practices

## PROJECT EVALUATION

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

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



# COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, February 18, 2020  
Amendment

**IN THE MATTER OF APPROVING  
AN AMENDMENT TO COMMISSION  
ORDER NO. 2020-52**

**WHEREAS**, prior hereto on February 4, 2020 the Franklin County Commission adopted Commission Order No. 2020-52 pertaining to the matter of approving and authorizing execution of a rental agreement with TNT Rents; and

**WHEREAS**, such Order misstated TNT Rents offers a 35 ton Mechanical RGN Trailer; and

**WHEREAS**, such Order failed to include the per diem of \$705.21 for the month of February; and

**WHEREAS**, it is necessary that such Order reflects that the Trailer being rented by Franklin County from TNT Rents is a 40 ton trailer and is shown to include the per diem of \$705.21 for the month of February; and

**WHEREAS**, such Order misstated an additional \$29.00 per every 1/32 of tire tread used and \$39.00 per every 1/32 of break depth; and

**WHEREAS**, it is necessary that such Order reflects that there is an additional charge of \$29.00 per every 32" of tire tread used and an additional \$39.00 charge for every 1/4" of brake shoes used as shown in the Rental Agreement attached hereto.

**IT IS THEREFORE ORDERED** that Commission Order 2020-52 be and is hereby amended to reflect that Franklin County will be renting a 40 ton Trailer from TNT Rents with a per diem of \$705.21 for the month of February and an additional charge of \$29.00 per every 32" of tire tread used and an additional \$39.00 charge for every 1/4" of brake shoes used.

**IT IS FURTHER ORDERED** that the Amended Rental Agreement with TNT Rents is hereby approved and that Tim Brinker, Presiding Commissioner, is authorized to execute said Contract on behalf of Franklin County.

**IT IS FURTHER ORDERED** that a copy of this Order and the Contract be provided to Victor Williams, TNT Sales; Jim Grutsch, Highway Administrator; Franklin County Auditor; and Ann Struttmann, Purchasing Director.

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

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District

## Rental Agreement

**Rental Start Date:** 2/19/2020  
**Customer:** County of Franklin  
**Address, City, State ZIP:** 400 E Locust Street Room 206, Union, MO 63084  
**Contact:** Ann Struttmann  
**Phone #:** 636-584-6279  
**Email:** [astruttmann@franklinmo.net](mailto:astruttmann@franklinmo.net)  
**Rental agreement # (Stock #):** R15530A  
**Year/Make/Model:** 2018 Fontaine 40 ton RGN  
**VIN#:** 57J3482DXJ3574989  
**License Plate #(State/Exp Date):** 31-27719 Maine 02/28/2031  
**MC#:**  
**DOT #:**  
**Trailer value:** \$46,000.00  
**Rental Rate:** \$1950 per Month  
**Rental Term:** 2 month minimum  
**Payment Terms:** Auto pay via credit card on file  
**Deposit and/or Per Diem:** Wear & Tear Deposit = \$waived  
Per diem for February = \$705.21  
**Total Amount Due Upfront:** \$705.21  
**Next payment due and amount/date:** \$1950.00 due by 03/01/2020  
**Tire charge per 32" of use:** \$29.00  
**Brake shoes per 1/4" of use:** \$39.00  
**Pick up FOB:** TNT Sales, 3131 Hwy 100, Villa Ridge, MO 63089  
**Return FOB:** TNT Sales, 3131 Hwy 100, Villa Ridge, MO 63089  
**Insurance info:** TNT Sales additional insured and loss payee  
**Salesperson:** Victor Williams

The security deposit will be applied towards rent if the trailer is turned in the same condition it left in or will be used towards repairs if not turned in the same condition that it left in. Per diem is the charge for days remaining in the month you picked up trailer. Rental term is as stated above. If turned in early, security deposit will be forfeited and balance of payments will still be due. Security deposit will also be forfeited if TNT Sales is not notified in writing requesting balance of funds due within 10 days of rental turn in. Contract will be considered closed if final invoice is paid within 10 days of invoice date. If the final invoice is not paid within 10 days, normal rental charges may resume at the contract rate until the final invoice has been settled in full.

All rentals from TNT Sales are without any charges for mileage. Most rental companies charge a per mile fee to cover maintenance, tire wear and brake wear. Since we do not charge any mileage fee you are responsible for the maintenance and repairs of the trailer the entire term of the rental. Replacement tires must be virgin tires for normal highway use designed for trailers. Truck, heavy duty, lug or logger tires or recapped tires will not be accepted upon trailer return. You will also be responsible to repair any damages to the trailer while in your possession. If the trailer is turned in with damages you will be billed for the repairs.

TNT Sales is pleased to rent to you/your company the trailer. All we ask is that you/your company retain custody and control of the trailer, take good care of the equipment and pay as agreed. Sub-leasing the trailer is not allowed under this contract. Payments are due first of every month. If payment is late, TNT will ask to have the trailer returned immediately. Communication is very important. We want to be your partner in your equipment needs. If you run into trouble please do not hesitate to contact us and let us know what is going on.

I read and understand this agreement:

Signature

Date

### Insurance Coverage Requirements

**Rental agreement # (Stock #)** R15530A  
**Year/Make/Model** 2018 Fontaine 40 ton RGN  
**VIN#:** 57J3482DXJ3574989  
**License Plate #** 31-27719 Maine 02/28/2031  
**Salesperson:** Victor Williams

A **Certificate of Insurance** with the following requirements must be sent via FAX @ 636-451-0102 or via email to the salesperson @ vwilliams@tntsalesmo.com

TNT Sales must be listed as ADDITIONAL INSURED and LOSS PAYEE. The stated value per trailer is \$46,000.00

Additional Insured & Loss Payee Information:

#1  
TNT Sales  
3131 Highway 100  
Villa Ridge MO 63089

The following stipulations apply:

**Rentor:** TNT Sales or Owner  
**Rentee:** County of Franklin  
400 E Locust Street Room 206, Union, MO 63084

**TERMS:**

- a. The renter must carry Liability Coverage (1,000,000 CSL Minimum) & Physical Damage on the units as "Stated Value";
- b. Rentor (owner) must be added to the renter's policy(ies) as an Additional Insured & Loss Payee;
- c. The renter must notify the rentor if renter's policy(ies) is/are canceled; and,
- d. Renter shall defend, indemnify, and hold harmless William R Weiss Enterprises, Inc., TNT Sales, its officers, employees and agents from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Renter's use of, relate to or result from any act or omission of Renter regarding the trailer/equipment identified in this lease agreement.
- e. The insured value of the trailer being rented MUST BE stated value and NOT actual cash value (ACV). There is not a method of consistent value of used trailers in the insurance industry.
- f. If you cannot obtain Stated Value insurance, your signature below is your agreement to pay TNT Sales the difference between stated value and actual cash value in cases of a total loss of the trailer.
- g. The inspection form completed at CHECK IN/OUT documenting the condition of the trailer is incorporated into this agreement.
- h. If insurance is cancelled, replaced or renewed while trailer is being rented, a new certificate must be issued and submitted to us to show continuous coverage in place.

I read and understand the insurance requirements:

---

Signature

Date

## Voluntary Surrender of Rental Property or Repossession of Rental

**Rental Start Date:** 2/19/2020

**Customer:** County of Franklin  
**Address:** 400 E Locust Street Room 206, Union, MO 63084  
**Contact:** Ann Struttmann  
**Phone #:** 636-584-6279

**Rental agreement # (Stock #)** R15530A  
**Year/Make/Model** 2018 Fontaine 40 ton RGN  
**VIN#:** 57J3482DXJ3574989  
**License Plate #** 31-27719 Maine 02/28/2031  
**Salesperson:** Victor Williams

I agree to voluntarily surrender the rental equipment in my possession, loaded or empty, to the wrecker service and/or repossession agency hired by the rentor, TNT Sales. This is the wrecker service/repossessing agents authorization to collect and/or repossess, on sight, the above collateral, which is covered by a default contract. The wrecker service and/or repossessing agents are acting as an independent contractor and they with your signature below have your permission to undertake the subject voluntary surrender or repossession in a lawful manner.

The undersigned agrees to indemnify and hold you harmless from and against any and all claims, losses and actions, except unlawful act or acts in the course of the subject repossession. If you commit any unlawful act or acts in the course of the subject repossession, you agree to indemnify and hold TNT Sales and it's agents harmless from and against any and all claims, losses and actions resulting from such unlawful act or acts. You will not be held liable for the mechanical operation of the vehicle or for insurance protection except in the case of your neglect.

---

Authorizing Signature  
William R. Weiss  
President TNT Sales

---

Authorizing Signature or Rentee

## Rental trailers and tires

Tires are the single most expensive wear item on your rental trailer. Below is the tire pressure requirement and information that will help you get the best life out of the tires on your rental trailer. Replacement tires must be virgin tires for normal highway use designed for trailers. Truck, heavy duty, lug or logger tires or recapped tires will not be accepted.

### Tire Pressure Requirement

TNT requires that you inflate the tires to the maximum range that is stamped on the sidewall of the tire. The tire pressure needs to be set "COLD", that is before it has been pulled down the road and heat has built up. This should be done every day in the drivers pre-trip.

When a rental trailer leaves our facilities the tire pressure is set as such:

Flatbeds - 110 PSI set "COLD"

Drop Decks & Lowboys - 115 PSI set "COLD"

Low Profile Drop Decks - 120 PSI set "COLD"

You or your drivers will need to check the tire pressure daily and maintain the above settings. Failure to do so will cause excessive heat buildup and eventual if not immediate tire failure.

### Common Tire Failures

The two most common tire failures we see with our rental trailers are both operator error. First, there is a misconception that lower tire pressure is better. We have seen customers set their drop deck tires as low as 80 or 90 pounds. When you set the tire pressure so low, the air in the tire loses its cooling effect and the rubber composition of the tire returns to its natural state causing the tires to come apart. We have seen this failure from the tread separating from the casing to the sidewalls just blowing out. It may happen within a few days of overheating to several months later. When you see a tire peel it's tread away from the casing or a side wall just blow out, it is because at one point in time the tire got overheated, more than likely from tire under inflation.

Second most common tire failure we see is operators who have limited spread axle experience or just do not care because it is not their piece of equipment. If you turn the trailer sharply you will drag the axle across the pavement or gravel surface (it is no longer rolling because the sharpness of the turn drags the tread sideways) and cause chunks of the tire to come out of the tread. This is called rock drilling. In extreme cases when a trailer is fully loaded and the operator cranks it hard into an almost jackknife situation we have seen tread separate from the casing.

Take care of your tires and it will save you a lot of wear and tear charges when you turn the trailers in, not to mention the down time and cost to you for roadside repairs.

I have read and agree to keep my tires inflated at the recommended PSI's listed above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**William R. Weiss Enterprises, Inc.  
(DBA) TNT Sales**

3131 Hwy 100, Villa Ridge, MO 63089  
Phone 636-451-2100 / Fax 636-451-0102

**Credit Card Authorization Form**

The cardholder hereby authorizes William R. Weiss Enterprises, Inc. dba TNT Sales to run my monthly rental charges automatically on the first of each month. The card below will be charged for all rental trailers that are out on rent to the Rental Customer listed below. The cardholder also authorizes William R. Weiss Enterprises, Inc. dba TNT Sales to charge this same card any toll violations received during rental period and for the final billing at the time of trailer return at the end of the rental for any other rents due plus any wear/tear or damages not corrected prior to turn in. In case the card transaction is declined, cardholder is responsible for the payment of rental charges in the time period required. In case of cancellation/substitution/non-renewal of the card, cardholder is responsible for informing TNT Sales and complying with TNT Sales direction to ensure that any rental amounts payable to TNT Sales are paid.

---

Card Holder's Name:

---

Card Holder Billing Address:

---

Card Holder's Phone Number:

Card Type:

MasterCard  VISA  American Express  Discover

---

Credit Card Number:

---

Expiration Date:

3 digit CSV code:

---

Signature:

---

Rental Customer Name:

County of Franklin

Rental Agreement #

R15530A



# COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, January 28, 2020  
Contract/Agreement

## IN THE MATTER OF RECOGNIZING THE CHANGE OF A VENDOR'S NAME

**WHEREAS**, prior hereto in the manner required by law Fidelity Communications Co. was recognized as an approved vendor for Franklin County; and

**WHEREAS**, per Commission Order 2012-312 has an ongoing Contract with Franklin County for a communications tower location in Sullivan, Missouri utilized by 911/EMA; and

**WHEREAS**, since such time Fidelity Communications Co. was purchased by Cable One Inc. who has since been purchased by CTI Towers Assets II, LLC.; and

**WHEREAS**, CTI Towers Assets II, LLC. will assume and keep to and honor the bid pricing that was on Commission Order 2012-312 as per the Agreement attached hereto; and

**WHEREAS**, it is necessary to recognize such name change for bidding and billing purposes.

**IT IS THEREFORE ORDERED** that the change of vendor's name from Fidelity Communications Co. to Cable One Inc. to CTI Towers Assets II, LLC is hereby recognized resulting in CTI Towers Assets II, LLC being an approved vendor.

**IT IS FURTHER ORDERED** that a copy of this Order be provided to Abe Cook, EMA Director; the County Clerk's Office; Angela Gibson, County Auditor; and Ann Struttmann, Purchasing Director.

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

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District

## BILL OF SALE

This **BILL OF SALE** (this "**Agreement**") is made and entered into as of the 21<sup>st</sup> day of January, 2020, and effective as of the 1<sup>st</sup> day of January, 2020 (the "**Effective Date**") by and among **Cable One, Inc.**, a Delaware corporation, and each of the selling entity wholly-owned direct or indirect subsidiaries of Cable One, Inc. identified on Schedule 1 attached hereto (collectively, the "**Sellers**"), and **CTI Towers Assets II, LLC**, a Delaware limited liability company ("**Purchaser**").

**WHEREAS**, Purchaser and Sellers are parties to that certain Asset Purchase Agreement dated as of the 21<sup>st</sup> day of January, 2020, and effective as of the 1<sup>st</sup> day of January, 2020 (the "**Purchase Agreement**"), pursuant to which Sellers have agreed to grant, assign, sell and convey to Purchaser, and Purchaser has agreed to purchase and acquire from Sellers, all of the Purchased Assets (as defined below) owned by Sellers, and Purchaser has agreed to assume, pay, discharge when due and perform the Assumed Liabilities relating to such Purchased Assets, pursuant to the terms and subject to the conditions of the Purchase Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. **Defined Terms.** Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

2. **Conveyance of Assets.** Pursuant to the terms and subject to the conditions of the Purchase Agreement and as of the Effective Date, Seller does hereby grant, assign, sell and convey to Purchaser, and Purchaser does hereby purchase and acquire from Sellers, all of Sellers' right, title and interest in and to all goodwill and rights of whatever kind and nature, real or personal, tangible or intangible, that are owned, leased or licensed by Sellers on the Effective Date and that are used or held for use in the operation or conduct of the Sites and/or the Towers set forth on Schedule 1 attached hereto, the Tower Facilities located thereon and any related Business Records, Transferred Permits and Transferred Causes of Action, but excluding the Excluded Assets (collectively, the "**Purchased Assets**"). Notwithstanding anything to the contrary in the Purchase Agreement or in this Agreement, the Purchased Assets shall not include the Excluded Assets.

3. **Further Assurances.** Each party hereto shall, at the reasonable request of the other party, reasonably cooperate with such other party hereto, execute and deliver, or cause to be executed and delivered, all such other instruments and take, or cause to be taken, all such other actions as such party hereto may reasonably be requested to take by any other party hereto at any time and from time to time after the date of this Agreement, consistent with the terms of this Agreement and the Purchase Agreement, in order to effectuate the provisions and purposes of this Agreement and the Purchase Agreement and the transactions contemplated thereby.

4. **Terms of the Agreement.** Each party acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. **Binding Effect.** Subject to the limitations set forth in the Purchase Agreement, this Agreement shall be binding upon the parties hereto and their respective assigns and successors in interest and shall

inure solely to the benefit of the parties hereto and their respective assigns and successors in interest, and no other person shall be entitled to any of the benefits conferred by this Agreement.

6. **Amendments.** This Agreement may not be amended or modified except by a writing signed by the parties hereto.

7. **Governing Law.** THIS AGREEMENT AND THE RIGHTS OF THE PARTIES UNDER IT SHALL BE GOVERNED BY AND CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO THE CONFLICTS OF LAWS RULES OF DELAWARE.

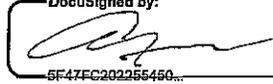
8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement shall become binding when one or more counterparts, individually or taken together, bear the signatures of all parties to this Agreement. Delivery of an executed signature page of this Agreement by electronic transmission shall constitute effective and binding execution and delivery of this Agreement.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

**CTI Towers Assets II, LLC**

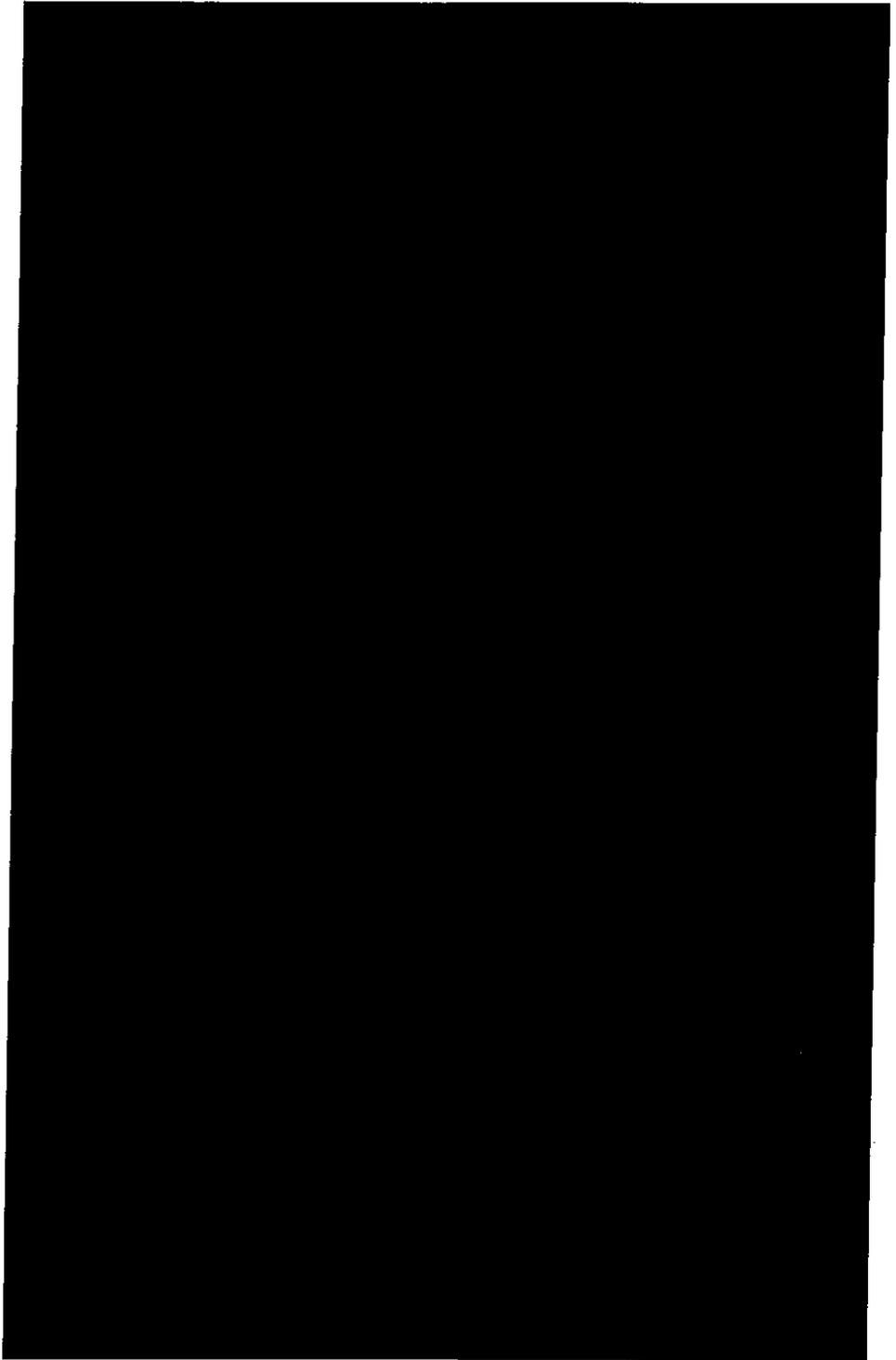
DocuSigned by:



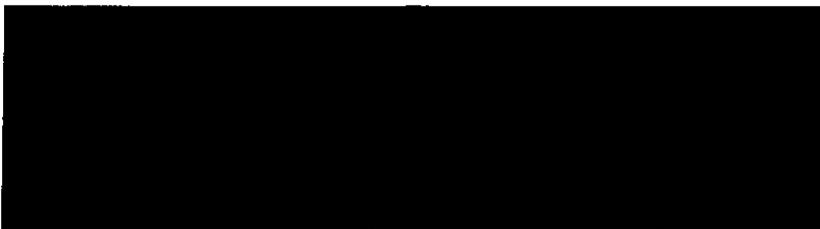
By:

Name: Anthony F. Peduto

Title: Chief Executive Officer

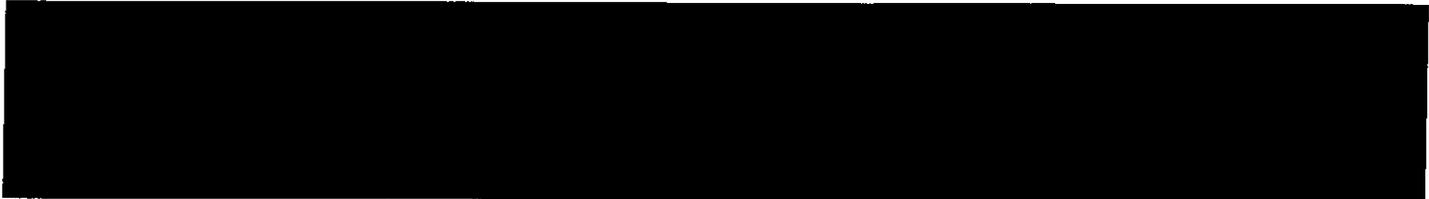


*[Signature Page to Bill of Sale]*

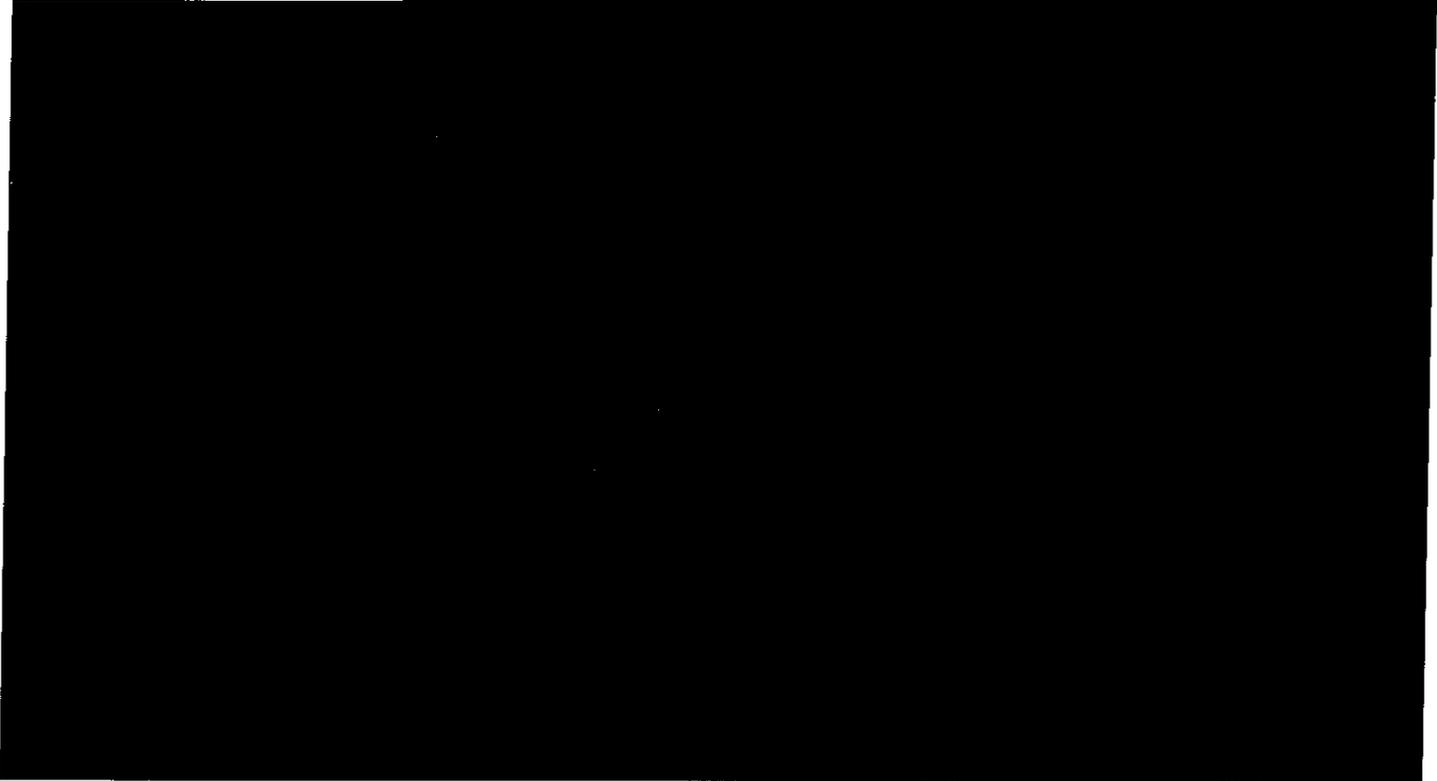


**Fidelity Cablevision, LLC**

DocuSigned by:  
By: Steve Cochran  
Name: Steve Cochran  
Title: Senior Vice President and Chief Financial Officer



|                               |                          |                                  |   |
|-------------------------------|--------------------------|----------------------------------|---|
| <b>Fidelity Telephone LLC</b> | Mount Helicon /<br>22112 | 64 North Clark St., Sullivan, MO | - |
|-------------------------------|--------------------------|----------------------------------|---|



**ASSIGNMENT AND ASSUMPTION AGREEMENT**

**(Specified Transactions)**

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (“Assignment”) is entered into this 30<sup>th</sup> day of September, 2019 (“Effective Date”), by and between **FIDELITY COMMUNICATIONS CO.**, a Missouri corporation (“Assignor”), and **FIDELITY CABLEVISION, LLC**, a Missouri limited liability company and its affiliates (“Assignee”).

**WHEREAS**, Assignor owns all of the issued and outstanding equity of Assignee (the “Shares”);

**WHEREAS**, Assignor and Cable One, Inc., a Delaware corporation (“Purchaser”) have entered into that certain Stock Purchase Agreement dated as of March 31, 2019 (the “Purchase Agreement”), pursuant to which Assignor has agreed to sell to Purchaser and Purchaser has agreed to purchase from Assignor, all of the issued and outstanding Shares, on the terms and conditions set forth therein;

**WHEREAS**, pursuant to the Purchase Agreement, Assignor has agreed to assign, transfer and convey to Assignee all of Assignor’s right, title and interest in and to, and Assignee has agreed to assume, certain contracts of Assignor (the “Assumed Contracts”), all of which are set forth on all of which are listed on Schedule A attached hereto; and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor, on behalf of itself and its Affiliates, has agreed to assign, transfer and convey to Assignee, and Assignee has agreed to assume, all of Assignor’s and its Affiliates’ rights under such agreements to confidential treatment and non-use of information related to the Business or the Group Companies or with respect to solicitation and hiring of Business Employees that have not otherwise been assigned to Purchaser or the Group Companies pursuant to the Specified Transactions (the “Assumed Rights” and together with the Assumed Contracts, the “Assumed Assets”).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. All capitalized terms used in this Assignment but not otherwise defined herein shall have their respective meanings as set forth in the Purchase Agreement.
2. Assignor does hereby grant, bargain, transfer, sell, assign, convey and deliver to Assignee, its successors and assigns, free and clear of all encumbrances, and Assignee does hereby assume and accept, all of Assignor’s right, title and interest in and to the Assumed Assets.
3. Assignee hereby assumes from Assignor the obligations of Assignor that arise under the Assumed Assets after the Closing and agrees to be responsible for and obligated to perform any and all of the duties and obligations of Assignor thereunder.

4. This Assignment is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement (including, without limitation, the covenants and indemnities set forth therein), all of which are incorporated herein by reference. In the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail. Nothing contained herein will be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

5. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon or give to any person other than Assignee, its successors and assigns, any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises, and agreements in this instrument shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

6. This Assignment may not be modified, amended, waived, discharged or terminated other than by written agreement signed by the parties hereto.

7. This Assignment shall be binding upon the Assignor and inure to the benefit of Assignee and its successors and assigns.

8. This Assignment shall be governed by and construed in accordance with the laws of the state of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the state of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the state of Delaware.

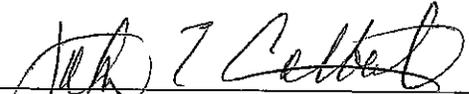
9. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Exchange and delivery of this Assignment by exchange of electronic copies bearing the signature of a party shall constitute a valid and binding execution and delivery of this Assignment by such party. Such electronic copies shall constitute legally enforceable original documents.

\* \* \* \*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

**ASSIGNOR:**

**FIDELITY COMMUNICATIONS CO.,**  
a Missouri corporation

By:   
Name: John E. Colbert  
Title: President

**ASSIGNEE:**

**FIDELITY CABLEVISION, LLC,**  
a Missouri limited liability company

By:   
Name: John E. Colbert  
Title: President

|  | Other Party(ies) | Contract Type | Contract Date | Title of Document |
|--|------------------|---------------|---------------|-------------------|
|  |                  |               |               |                   |

162. Tower Lease Agreement, dated November 20, 2012, between Fidelity Communications Co. and Franklin County.





# CTI | TOWERS

VIA USPS CERTIFIED MAIL: 9590940215495362745919

January 22, 2020

Franklin County  
400 East Locust  
Union, MO 63084

*RE: Assignment and Assumption of Seller Tenant Leases between Cable One, Inc. and CTI Towers Assets II, LLC*

*Site Address: 64 North Clark St., Sullivan, MO 63080*

*CTI Towers Site No. / Name: 22112 / Mount Helicon*

Dear Sir or Madam:

CTI Towers Assets II, LLC ("CTI") manages the above-captioned site on behalf of Cable One, Inc. ("Cable One"). This letter shall serve as notice that Cable One has assigned to CTI all of its rights, title, interests, privileges and benefits as Lessor in the Agreement between Cable One and Franklin County, dated November 20, 2012. Enclosed with this notice is a copy of the Assignment and Assumption of Seller Tenant Leases.

Please update your records to reflect our Notice and Payment Address below.

**FOR LEGAL CORRESPONDENCE**

CTI Towers Assets II, LLC  
5000 CentreGreen Way  
Suite 325  
Cary, NC 27513  
Attn: Legal Department

**FOR PAYMENT REMITTANCE**

CTI Towers Assets II, LLC  
5000 CentreGreen Way  
Suite 325  
Cary, NC 27513  
Attn: Finance Department

Payments can be made via check or bank wire/ACH transfers. Banking instructions are enclosed for your convenience.



# CTI | TOWERS

Please contact me at 919-893-2841 ext. 452; or by email at [mhenry@ctitowers.com](mailto:mhenry@ctitowers.com) if you have any questions.  
We appreciate your patience with this transition and we look forward to a long working relationship with you.

Sincerely,

Mitch Henry  
Chief of Staff

Enclosures



# CTI | TOWERS

## ACH/Wire Remittance Information

**Account Name:** CTI Towers Assets II, LLC  
**Bank Name:** CIT Bank  
**Bank Address:** 75 N. Fair Oaks Ave., Pasadena, CA 91103  
**Account Number:** 1822000302  
**ABA/Routing:** 322270288

## ASSIGNMENT AND ASSUMPTION OF SELLER TENANT LEASES

THIS ASSIGNMENT AND ASSUMPTION OF SELLER TENANT LEASES ("*Assignment Agreement*") dated as of the 21<sup>st</sup> day of January, 2020, and effective as of the 1<sup>st</sup> day of January, 2020 (the "*Effective Date*"), by and between **Cable One, Inc.**, a Delaware corporation, and each of the entities identified on the signature pages hereto, each of which is a wholly-owned direct or indirect subsidiary of Cable One, Inc. with a principal place of business located at 210 East Earll Drive, Phoenix, AZ 85012 (each an "*Assignor*"), and **CTI Towers Assets II, LLC**, a Delaware limited liability company ("*Assignee*").

### WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of the 21<sup>st</sup> day of January, 2020, and effective as of the 1<sup>st</sup> day of January, 2020, by and among CTI Towers, Inc., a Delaware corporation, Assignor, Assignee and each of the other Sellers (the "*Purchase Agreement*"), the Sellers (including Assignor) have agreed to sell to Assignee certain assets, with respect to those Towers set forth on **Exhibit A**, including the Seller Tenant Leases listed on **Exhibit B** attached hereto and incorporated herein by reference (the "*Assigned Seller Tenant Leases*").

NOW THEREFORE, in consideration of the matters described below, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, all capitalized terms shall have the meanings given them in the Purchase Agreement.

2. Assignment of Assigned Seller Tenant Leases. Effective as of the Effective Date, Assignor does hereby assign, transfer, set over, and deliver to Assignee all of Assignor's right, title and interest in and to the Assigned Seller Tenant Leases, including all guaranties of the tenants' and licensees' performance thereunder and all rentals, pre-paid rent, assessments, security deposits, common maintenance charges, utility payments, licensing fees, royalties and all other payments of any kind, type, or sort whatsoever accruing to the Assignor under the Assigned Seller Tenant Leases, TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, for and during all the rest, residue and remainder of the terms of the Assigned Seller Tenant Leases and any extensions or renewals thereof, all as set forth in the Assigned Seller Tenant Leases, the provisions of which are incorporated herein by reference. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns, and their respective representatives, agents, employees, directors and officers, from and against any and all damages, claims, losses, expenses, costs, obligations, and liabilities, including, without limitation, reasonable fees and expenses of attorneys (collectively, "*Losses and Liabilities*") arising under the Assigned Seller Tenant Leases prior to the Effective Date.

3. Acceptance and Assumption of Assigned Seller Tenant Leases. Effective as of the Effective Date, Assignee does hereby accept, assume and agree to be bound by all the terms, conditions, and obligations which are the responsibility of the Assignor under the Assigned Seller Tenant Leases and which arise, are incurred, or are required to be performed from and after the Effective Date. Assignee will indemnify, defend and hold harmless Assignor, its successors and assigns, and their respective representatives, agents, employees, directors and officers, from and against any and all Losses and Liabilities arising under the Assigned Seller Tenant Leases on or after the Effective Date. In the event any of the Assigned Seller Tenant Leases is not listed on **Exhibit B** but such relates to one or more of the Towers set forth on **Exhibit A**, Assignor also hereby assigns, transfers, sets over, and delivers to Assignee all of Assignor's rights, title and interest in and to any such Assigned Seller Tenant Leases, and

Assignee does hereby accept, assume and agree to be bound by all the terms and conditions which are the responsibility of Assignor under such Assigned Seller Tenant Leases from and after the Effective Date hereof. This Assignment Agreement is intended to evidence the consummation of certain of the transactions contemplated by the Purchase Agreement.

4. Terms of the Agreement. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Further Assurances. Each party hereto shall, at the reasonable request of the other party, reasonably cooperate with such other party hereto, execute and deliver, or cause to be executed and delivered, all such other instruments and take, or cause to be taken, all such other actions as such party hereto may reasonably be requested to take by any other party hereto at any time and from time to time after the date of this Assignment Agreement, consistent with the terms of this Assignment Agreement and the Purchase Agreement, in order to effectuate the provisions and purposes of this Assignment Agreement and the Purchase Agreement and the transactions contemplated thereby.

6. Assignment and Succession. No party may assign or otherwise transfer any rights, interests or obligations under this Assignment Agreement to any third party without the prior written consent of the other party; provided that each party may assign or otherwise transfer all of its rights, interests and obligations under this Assignment Agreement to the successor or surviving corporation in any acquisition of such party, including any stock acquisition, reorganization, merger or consolidation, or sale, lease or other conveyance of all or a material portion of the assets of such party and such successor or surviving corporation expressly assume the obligations of such party under this Assignment Agreement and expressly agree to be bound by this Assignment Agreement as if such successor or surviving corporation were a party hereto; and provided further that, for the avoidance of doubt, Assignee may assign any and all of the Assigned Agreements, in its sole discretion and without the consent of Assignor.

7. Amendment. This Assignment Agreement may not be amended or modified except by an instrument in writing signed by both parties hereto.

8. Governing Law. The validity, construction, performance and enforceability of this Assignment Agreement shall be governed in all respects by the laws of the State of Delaware, without regard to any conflict of law provisions thereof.

9. Counterparts. This Assignment Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Execution and delivery of this Assignment Agreement by exchange of facsimile copies bearing the facsimile signature of a party hereto shall constitute a valid and binding execution and delivery of this Assignment Agreement by such party. Such facsimile copies shall constitute enforceable original documents.

[Remainder of Page Intentionally Left Blank]

In WITNESS WHEREOF, the parties hereto have signed this Assignment as of the Effective Date.

**ASSIGNOR:**

**Cable One, Inc.,**  
a Delaware corporation

DocuSigned by:  
By: Steven Cochran  
Name: Steve Cochran  
Title: Senior Vice President and Chief Financial Officer

**Avenue Broadband Communications, LLC**

DocuSigned by:  
By: Steven Cochran  
Name: Steve Cochran  
Title: Senior Vice President and Chief Financial Officer

**Telecommunications Management, LLC**

DocuSigned by:  
By: Steven Cochran  
Name: Steve Cochran  
Title: Senior Vice President and Chief Financial Officer

**Ultra Communications Group, LLC**

DocuSigned by:  
By: Steven Cochran  
Name: Steve Cochran  
Title: Senior Vice President and Chief Financial Officer

**CoBridge Broadband, LLC**

DocuSigned by:  
By: Steven Cochran  
Name: Steve Cochran  
Title: Senior Vice President and Chief Financial Officer

**Fidelity Telephone, LLC**

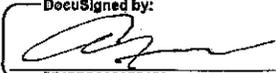
DocuSigned by:  
By: Steven Cochran  
Name: Steve Cochran  
Title: Senior Vice President and Chief Financial Officer

**Fidelity Cablevision, LLC**

DocuSigned by:  
By: Steven Cochran  
Name: Steve Cochran  
Title: Senior Vice President and Chief Financial Officer

**ASSIGNEE:**

**CTI Towers Assets II, LLC,**  
a Delaware limited liability company

By:   
Name: Anthony F. Peduto  
Title: Chief Executive Officer

**Exhibit A**

**Towers**

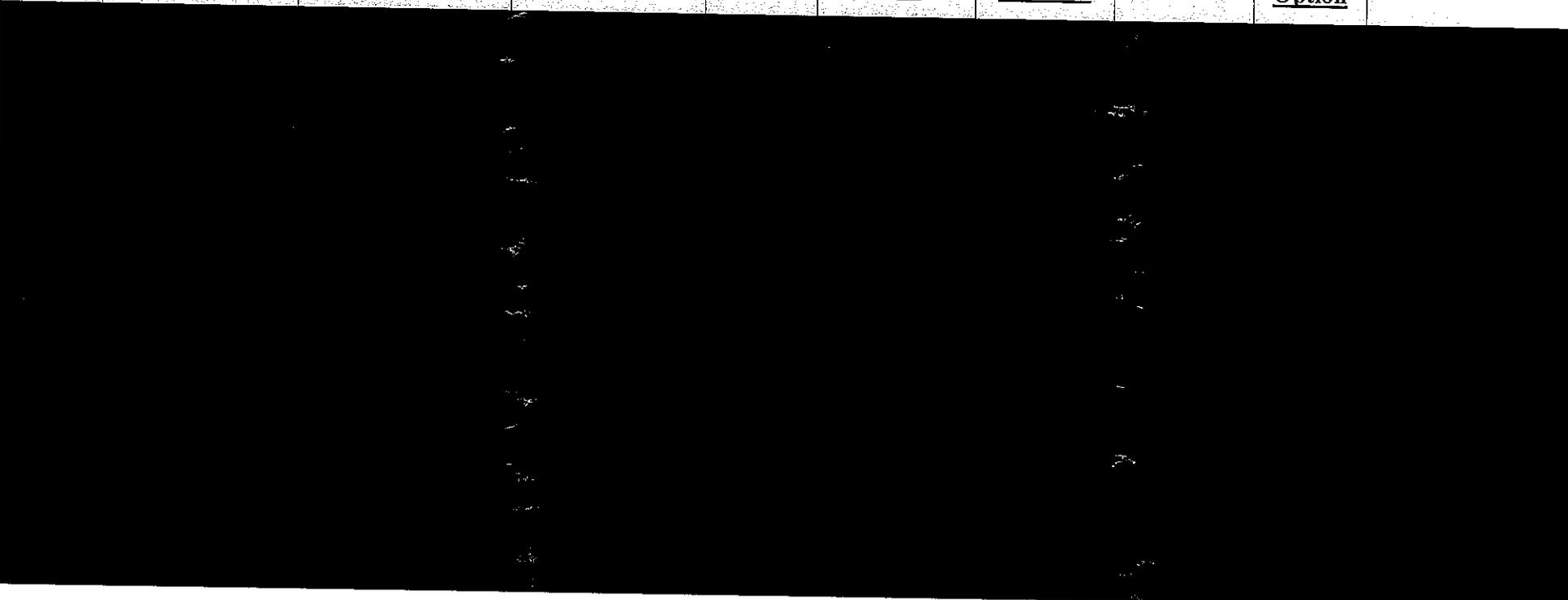
| Site Name        | Assignee Site # | Tower Type |
|------------------|-----------------|------------|
| Chukars          | 22003           | SST        |
| Bird Watcher     | 22004           | SST        |
| Shoshone         | 22009           | SST        |
| UFO              | 22010           | SST        |
| Killebrew        | 22014           | SST        |
| Magic Valley     | 22015           | SST        |
| Gunsmoke         | 22016           | SST        |
| Barzilla         | 22019           | SST        |
| Bearcat          | 22022           | Mono-Pole  |
| Teachers HOF     | 22027           | Guyed      |
| Coronado         | 22030           | Guyed      |
| Sandbass         | 22033           | Guyed      |
| Opie             | 22035           | Guyed      |
| Worldcom         | 22045           | Guyed      |
| Atokad           | 22049           | Guyed      |
| Doniphan         | 22052           | SST        |
| Wintersmith      | 22053           | Guyed      |
| Roughneck        | 22055           | Guyed      |
| Over 6K          | 22002           | Guyed      |
| Mooree Quarter   | 22025           | Mono-Pole  |
| Capt. JB         | 22026           | Guyed      |
| Ruby Red         | 22028           | Guyed      |
| Kodachrome       | 22031           | SST        |
| Austin Bridge    | 22036           | Guyed      |
| Nuwatu           | 22037           | Guyed      |
| Phillips         | 22039           | Guyed      |
| Hound Dog        | 22042           | Guyed      |
| Jabez            | 22043           | Guyed      |
| AT Still         | 22044           | Guyed      |
| 101 Ranch        | 22046           | Guyed      |
| Amize            | 22047           | Guyed      |
| Lewyton          | 22057           | SST        |
| High Sonoran     | 22006           | Guyed      |
| Inspiration Mine | 22007           | SST        |
| Tribe Capital    | 22058           | Mono-Pole  |
| Dragoons         | 22020           | SST        |

|                  |       |           |
|------------------|-------|-----------|
| Thundering Herd  | 22008 | SST       |
| Jackalope        | 22011 | Mono-Pole |
| Throckmorton     | 22018 | SST       |
| Prospector       | 22023 | SST       |
| Astronaut        | 22038 | Guyed     |
|                  |       |           |
| Mule Mountain    | 22056 | SST       |
| Raggedy Man      | 22021 | Guyed     |
| Radish           | 22041 | Guyed     |
| Famous Clown     | 22050 | Guyed     |
| Little Chicago   | 22062 | Guyed     |
| Alfalfa          | 22061 | Guyed     |
| Redenbacher      | 22077 | -         |
| Outlaw Bass      | 22084 | Guyed     |
| Patoka           | 22085 | -         |
| Sweet Corn       | 22063 | Guyed     |
| Camp Atterbury   | 22074 | -         |
| Cliff Barnes     | 22078 | Guyed     |
| Skelton          | 22083 | Guyed     |
| Nevco            | 22064 | Guyed     |
| Batgirl          | 22066 | Guyed     |
| Asylum           | 22067 | -         |
| Trapshoot        | 22068 | Guyed     |
| ATH              | 22069 | -         |
| Andolov          | 22072 | Guyed     |
| Sloan            | 22073 | Guyed     |
| Lake Ditch       | 22075 | -         |
| Birch            | 22079 | -         |
| Ben Hur          | 22082 | Guyed     |
| Bootheel         | 22093 | Guyed     |
| Sisler           | 22094 | Guyed     |
| Band of Brothers | 22059 | Guyed     |
| Turkey Flats     | 22060 | Guyed     |
| Little Red House | 22065 | -         |
| Speedway         | 22070 | -         |
| Garden Spot      | 22076 | Guyed     |
| Shakamak         | 22080 | -         |
| Darrell Green    | 22100 | Guyed     |
| Spindletop       | 22104 | -         |
| Longhorn         | 22107 | Guyed     |
| October 09       | 22089 | -         |
|                  |       |           |
| Alligator Swamp  | 22097 | -         |
| Polka Museum     | 22099 | Guyed     |

|                      |       |       |
|----------------------|-------|-------|
| Velasco              | 22102 | -     |
| Butterfly            | 22103 | Guyed |
| Big Dam Bridge       | 22109 | -     |
| Little Oaks          | 22110 | -     |
| False River          | 22111 | -     |
| Bail Money           | 22115 | -     |
| Mount Helicon        | 22112 | -     |
| Farmstead            | 22114 | -     |
| Pioneer Settler      | 22118 | SST   |
| El Do                | 22113 | -     |
| Hog Eye              | 22117 | Guyed |
| Bernie               | 22123 | -     |
| Phelps Center        | 22119 | -     |
| Peebles              | 22105 | Guyed |
| Museum Town          | 22120 | -     |
| Culture Capital      | 22124 | -     |
|                      |       |       |
| Muppets              | 22095 | Guyed |
|                      |       |       |
| Everybody's Hometown | 22106 | -     |
|                      |       |       |
| Wallace House        | 22116 | Guyed |

Exhibit B

Assigned Seller Tenant Leases<sup>1</sup>

| <u>Site No.</u>                                                                    | <u>Site Name</u> | <u>Tenant Name</u> | <u>Rent Commencement Date</u> | <u>Initial Term (in years)</u> | <u>Current Term Expiration Date</u> | <u>Actual Years Remaining on Lease</u> | <u>Renewal Options Remaining</u> | <u>Years per each Renewal Option</u> | <u>Expiration with all Extensions</u> |
|------------------------------------------------------------------------------------|------------------|--------------------|-------------------------------|--------------------------------|-------------------------------------|----------------------------------------|----------------------------------|--------------------------------------|---------------------------------------|
|  |                  |                    |                               |                                |                                     |                                        |                                  |                                      |                                       |

<sup>1</sup> Each agreement as amended and renewed

| <u>Site No.</u> | <u>Site Name</u> | <u>Tenant Name</u> | <u>Rent Commencement Date</u> | <u>Initial Term (in years)</u> | <u>Current Term Expiration Date</u> | <u>Actual Years Remaining on Lease</u> | <u>Renewal Options Remaining</u> | <u>Years per each Renewal Option</u> | <u>Expiration with all Extensions</u> |
|-----------------|------------------|--------------------|-------------------------------|--------------------------------|-------------------------------------|----------------------------------------|----------------------------------|--------------------------------------|---------------------------------------|
| 22112           | Mount Helicon    | Franklin County    | 11/20/2012                    | 5                              | 11/19/2022                          | 3                                      | 10                               | 5                                    | 11/19/2022                            |

## TOWER LEASE AGREEMENT

This tower lease agreement ("Agreement") is entered into as of November 20, 2012 ("Effective Date") by and between Fidelity Communications Co. ("Owner") and Franklin County ("Lessee").

1. Grant. Subject to the following terms and conditions, Owner grants Lessee the nonexclusive right to install, maintain, operate and remove Equipment (as defined below) on Owner's property as described in Exhibit A (the "Premises"). Lessee may install on the Premises the communications equipment and related personal property set forth on Exhibit B ("Equipment"). Owner grants to Lessee a nonexclusive easement during the Term for ingress and egress on the Premises.
2. Lessee's Use and Obligations.
  - a) Lessee shall have the right to use the Equipment and the Premises for the purpose of constructing, installing, maintaining, improving and operating, at the Lessee's expense, a communications facility to service Lessee's governmental purposes, and not for purposes of providing services to the general public in competition with Owner.
  - b) Lessee shall timely secure any required building permits and approvals, zoning charges or approvals, variances, use permits and other permits, registrations, and licenses necessary for Lessee's use of the Premises (collectively "Permits"). Owner agrees to reasonably cooperate with Lessee in providing information necessary to obtain Permits. Lessee shall provide to Owner copies of all Permits.
  - c) Lessee shall not cause or permit any lien to be created against the Premises.
  - d) Lessee shall: (i) maintain the Equipment in good working order and safe condition; and (i) comply with all laws, ordinances, and regulations affecting the use, cleanliness, safety, and occupation of its leased portion of the Premises.
  - e) Lessee's Equipment and the installation, maintenance, and operation thereof, shall not: (i) damage or interfere with the Premises or Owner's property; (ii) cause radio interference with the operations of Owner or any other lessee of the Premises; (iii) injure, overload or deface the Premises; or (iv) obstruct the sidewalks or other areas of common use adjacent to the Premises.
  - f) All installations and operations in connection with this Agreement shall be constructed in accordance with applicable rules and regulations of the Federal Communications Commission, Federal Aviation Administration, and any other applicable federal, state, and local laws, codes and regulations.
3. Term. The initial term of this Agreement shall be 5 years, commencing on the Effective Date. The term will automatically be extended by successive 5-year terms (each, a "Renewal Term") unless either party provides written notice of non-renewal to the other party at least 120 days before the end of the then-current term. The initial Term and any Renewal Terms shall be the "Term". All Terms shall be subject to annual appropriation of funds by Lessee. In the event Lessee is unable to appropriate sufficient funds, Lessee may terminate this Agreement by

serving written notice on Owner not less than thirty (30) days prior to the anniversary date upon which rental payment for such following year would be due. Upon any such timely notice this Agreement shall terminate as of the anniversary date.

4. Rent.

- a) Lessee shall pay Owner rent of \$4,200.00 per year. Rent shall be due in full on Effective Date and on every anniversary thereafter. All prepaid rents are non-refundable.
- b) Any rent payment not received within ten days after its due date shall incur a late fee equal to five percent, without waiver of any other right or remedy available to Owner.
- c) On each annual anniversary of the Effective Date, the monthly rent can increase by 5 percent of the preceding year's rent, by written notice, served by Owner at any time.

5. Representations and Warranties.

- a) Each party represents and warrants that it has all legal authority to enter into, execute, and perform its obligations under this Agreement.
- b) Lessee and its signatory below each represent and warrant that, to the extent required for this Agreement to be legally binding and enforceable against Lessee, Lessee has enacted a lawful county ordinance, resolution or other appropriate enactment accepting the terms of this Agreement and authorizing the signatory hereto to execute this Agreement as a legally binding undertaking of Lessee.
- c) EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, OWNER MAKES NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT, THE PROPERTY OR THE PREMISES, OR LESSEE'S LEASE OR USE THEREOF. WITHOUT LIMITING THE FOREGOING, OWNER HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, AND QUIET ENJOYMENT. OWNER DOES NOT REPRESENT OR WARRANT THAT THE PREMISES, PROPERTY OR UTILITIES WILL INTEROPERATE, WILL INTEGRATE OR BE COMPATIBLE WITH LESSEE'S EQUIPMENT, OR WILL BE SECURE, AVAILABLE OR ERROR-FREE. LESSEE ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES BY OWNER, WRITTEN OR ORAL, OTHER THAN THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT.

6. Utilities. Electric usage will be included in the monthly rent, but shall not exceed 10% of the cost of rent. If additional electricity is required, Lessee must install a separate meter. Lessee's electrical supply will be connected to Lessor's backup generator provided that there is sufficient load capacity available. Lessee will be responsible for supplying its own UPS, or Lessee may connect to Lessor's UPS provided that there is sufficient load capacity available, and provided further that Lessee pays for the costs of an electrical contractor to run the appropriate connections.

7. Termination.

a) This Agreement may be terminated as follows:

- a. By either party upon any material default by the other party if the default is not cured within thirty days of receipt of notice of the default; provided that a party's provision of notice of default shall not constitute a waiver of any other right or remedy;
- b. By Lessee if, after reasonably diligent efforts, is unable to maintain any Permit;
- c. By Owner upon written notice to Lessee in the event Lessee's use of the Premises interferes with or disrupts other uses of the property;
- d. By Owner if Lessee fails to obtain any Permit within 60 days of the Effective Date; or
- e. By Lessee or Owner if the Premises are damaged, other than through the fault of Lessee, so as to prevent the effective use of the Equipment.

b) Within thirty days of termination or expiration of this Agreement, Lessee shall remove its Equipment from the Premises. If Lessee fails to remove its Equipment within thirty days of termination or expiration of this Agreement, Owner may remove the Equipment at Lessee's sole expense and without liability by Owner to Lessee for the removal and disposition.

8. Taxes. Lessee shall pay all taxes assessed against Lessee's personal property located on the leased Premises. Owner shall pay all ad valorem, special assessment, or any other taxes assessed against the Premises, except taxes assessed against Lessee's personal property.

9. Insurance.

- a) Each party is responsible for obtaining and maintaining insurance covering risk of physical loss or damage to: (i) its interest in the Premises; and (ii) its property located in or on the Premises.
- b) Lessee shall maintain at its expense comprehensive general liability insurance insuring Lessee and including Owner as an additional insured. Upon request, Lessee shall provide a certificate of such insurance.

10. Indemnification.

- a) Owner shall defend, indemnify, and hold Lessee and its affiliates and their officers, agents, and employees harmless from and against any costs, damages, expenses, losses, claims, actions, suits, and judgments, including reasonable attorney's fees, (collectively, "Claims") arising out of or related to Owner's gross negligence or intentional misconduct, except to the extent the Claim is attributable to the negligence or intentional act or omission of Lessee or its subcontractors, agents, servants, employees, agents, or assigns.
- b) Lessee shall defend, indemnify and hold Owner and its affiliates and their officers, agents, and employees harmless from and against any Claims arising out of or related to Lessee's (i) use of equipment or Premises, (ii) performance or nonperformance under this Agreement, or (iii) negligence or intentional misconduct, except to the extent the Claim is attributable to the negligence or intentional act or omission of Owner or its subcontractor, agents, servants, employees, or assigns.

11. LIMITATIONS ON LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL OWNER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PROPERTY, THE PREMISES, OR LESSEES'S USE OF OR INABILITY TO USE THE FOREGOING, INCLUDING BUT NOT LIMITED TO LOST BUSINESS OR PROFITS, BUSINESS INTERRUPTION OR DOWNTIME, LOSS OF INFORMATION OR DATA, OR COST OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS OR SERVICES. THE TOTAL CUMULATIVE LIABILITY OF OWNER ARISING OUT OF AND RELATED TO THIS AGREEMENT, THE PROPERTY, THE PREMISES, AND LESSEE'S USE OF OR INABILITY TO USE THE FOREGOING SHALL NOT, REGARDLESS OF THE NUMBER OF INCIDENTS OR CAUSES GIVING RISE TO ANY SUCH LIABILITY, EXCEED THE TOTAL RENTAL FEES PAID BY LESSEE TO OWNER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACCRUAL OF THE FIRST SUCH CLAIM. THE LIMITATIONS ON LIABILITY IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, REGARDLESS OF THE CAUSE OF ACTION OR BASIS OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, INDEMNITY OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ON LIABILITY ARE AN ESSENTIAL PART OF THIS AGREEMENT, AND SHALL BE VALID AND BINDING EVEN IF ANY REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE.

12. Notice. All notices and other communications related to this Agreement shall be in writing and shall be deemed given when delivered to the appropriate address below by either (i) hand delivery; (ii) first class, prepaid, registered, or certified mail; (iii) nationally recognized overnight delivery service; or (iv) fax with printed confirmation receipt.

To Owner:                      Fidelity Communications Co.  
                                         64 N. Clark  
                                         Sullivan, MO 63080  
                                         Attn: Andy Davis

To Lessee:                      Franklin County  
                                         400 East Locust  
                                         Union, MO 63084

13. Assignment and Subleasing. Lessee shall not assign this Agreement or its rights or sublet the Premises without prior written consent by Owner, which shall not be unreasonably withheld. Any attempted transfer assignment without Owner's consent shall be null and void.

14. Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

15. Miscellaneous.

- a) Under no circumstances shall Owner have any liability for any failure or delay in performance hereunder due to acts of God, fire, explosion, vandalism, fiber optic cable cut, RF interference caused by third parties or acts of nature, loss of line of sight between facilities, utility outages or interruptions, satellite failures, solar flares, storm or other similar catastrophes; any law, order, regulation, direction, action or request of any federal, state, local or foreign government, or of any department, agency, commission, court, bureau, corporation or other instrumentality thereof, or of any civil or military authority; national emergencies, insurrections, riots, wars, or strikes, lock-outs, work stoppages or other labor difficulties; actions or inactions of a third party provider or operator of facilities or utilities; or any other conditions or circumstances beyond the reasonable control of Owner, including without limitation those which impede or affect the property, the Premises or Lessee's use thereof.
- b) This Agreement constitutes the entire agreement and understanding between the parties concerning its subject matter, and supersedes all prior representations, understandings and agreements. Any amendment or modification to this Agreement must be in writing and executed by both parties.
- c) This Agreement shall be construed and enforced under Missouri law, without regard to its conflict of law principles.
- d) If a court of competent jurisdiction finds any part of this Agreement invalid, the remaining provisions shall remain in full force.
- e) The parties may execute this Agreement in counterparts. A signature delivered by fax or e-mail shall constitute an original.
- f) Each of the undersigned warrants that he or she has the full right, power and authority to execute this Agreement on behalf of the party indicated.

The parties execute this Agreement as of the Effective Date.

Fidelity Communications Co.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
\_\_\_\_\_  
Andrew B. Davis  
General Manager

Franklin County

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# EXHIBIT A

## Premises

Sullivan, more fully described as follows:

Beginning at the Northwest corner of Block 16, thence South along the East line of Clark Avenue 1 foot, thence East parallel with the South line of Euclid Avenue, 233.8 feet to a street, thence North parallel with the East line of Clark Avenue 50 ½ feet, thence West parallel with South line of Euclid Avenue 233.8 feet to the East line of Clark Avenue, thence South along said Clark Avenue 49 ½ feet to the place of beginning.

## **EXHIBIT B**

### **EQUIPMENT LIST**

Lessee shall install the following equipment on the Premises.

This Exhibit B may be updated by written agreement of the parties.

1. One 23" wide or smaller computer equipment rack up to 11'6" in height.
2. Four antenna's to be mounted at mutually agreed heights and locations.
3. Coax cables and mounting hardware.
4. UPS backup power supply.
5. Lightning protectors as required. Ground connections to be provided by Fidelity.
6. Lessee will provide qualified contractors to attach the equipment listed above to Owner's tower.

Franklin County Tower Lease Agreement

Back billing for November 2013 through November 2019:

|                                |             |
|--------------------------------|-------------|
| November 2013 to November 2014 | \$ 4,200.00 |
| November 2014 to November 2015 | \$ 4,200.00 |
| November 2015 to November 2016 | \$ 4,200.00 |
| November 2016 to November 2017 | \$ 4,200.00 |
| November 2017 to November 2018 | \$ 4,200.00 |
| November 2018 to November 2019 | \$ 4,200.00 |
|                                |             |

Billing going forward:

|                                       |             |
|---------------------------------------|-------------|
| November 2019 to November 2020        |             |
| \$4200.00 plus 5% contracted increase | \$ 4,410.00 |

**Total Amount Due** **\$ 29,610.00**



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, February 18, 2020  
Taxes-Entities/Other

**IN THE MATTER OF APPORTIONMENT OF  
GENERAL SPECIAL ROAD AND BRIDGE FUND TAXES  
PAID BY RAILROAD & UTILITY COMPANIES FOR THE  
YEAR 2019 TO VARIOUS SPECIAL ROAD DISTRICTS AND  
CITIES WITHIN FRANKLIN COUNTY**

Now comes Timothy A. Baker, Clerk of the County Commission and presents to the County Commission, the apportionment of funds paid on General Special Road and Bridge taxes by railroad & utility companies for the year 2019, less .01 percent Collector's Commission and .005 percent for the Assessor's Fund, plus interest earned.

Total charges to the collector for roads were \$468,656.56. Collector's commission of \$4,686.57, Assessor's commission of \$2,343.27 and T.I.F. charges of \$75.79 were deducted. The amount to be apportioned is \$461,550.93 plus \$180.72 interest for a total distribution of \$461,731.65.

The Commission being satisfied that the apportionment is correct, order the same be and hereby approved and that the funds be credited to the various Special Road Districts and Cities within Franklin County as follows:

|                                  |           |                   |
|----------------------------------|-----------|-------------------|
| Franklin County Road District #1 | \$        | 414,550.51        |
| New Haven Special Road District  |           | 4,852.51          |
| Sullivan Special Road District   |           | 5,867.81          |
| Union Special Road District      |           | 8,777.82          |
| Washington Special Road District |           | 14,855.50         |
| City of Berger                   |           | 179.33            |
| City of Gerald                   |           | 481.28            |
| City of New Haven                |           | 1,200.30          |
| Village of Oak Grove             |           | 0.96              |
| City of Pacific                  |           | 2,209.29          |
| Village of Parkway               |           | 116.64            |
| City of St. Clair                |           | 1,194.78          |
| City of Sullivan                 |           | 270.13            |
| City of Union                    |           | 2,245.10          |
| City of Washington               |           | 4,929.69          |
| Village of Miramigoua Park       |           | 0.00              |
| <b>Total</b>                     | <b>\$</b> | <b>461,731.65</b> |

**IT IS FURTHER ORDERED** that a copy of this order be delivered to Debbie Aholt, Franklin County Treasurer; Angela Gibson, Franklin County Auditor; Jeannine Stevens, Chief Deputy County Clerk; and Doug Trentmann, Franklin County Collector.

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

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, February 18, 2020  
Contract/Agreements

**IN THE MATTER OF APPROVING AND AUTHORIZING  
EXECUTION OF A BILL OF SALE WITH VANGUARD  
TRUCK CENTER FOR ONE MACK GRANITE CHASSIS  
TANDEM DUMP TRUCK WITH PLOW AND SPREADER**

**WHEREAS**, the Franklin County Highway Department has requested that Franklin County purchase one Mack Granite Chassis – Tandem Dump Truck with Plow and Spreader for the Highway Department; and

**WHEREAS**, Franklin County can purchase the desired Mack Granite Chassis – Tandem Dump Truck from Vanguard Truck Center through MODOT Contract 1FB605CO19001978/60520CO0151; and

**WHEREAS**, Franklin County can purchase the desired Plow from Vanguard Truck Center through MODOT Contract 1FB605CO20000230 / Contract 60520CO0242; and

**WHEREAS**, Franklin County can purchase the desired Spreader from Vanguard Truck Center through MODOT Contract 60519CO0349; and

**WHEREAS**, the Mack Granite Chassis – Tandem Dump Truck with Plow and Spreader are available to be purchased under said MODOT Contracts from Vanguard Truck Center for a cost of \$200,130.00 per the Documents attached hereto; and

**WHEREAS**, the Franklin County Commission has determined that the purchase of the Mack Granite Chassis – Tandem Dump Truck with Plow and Spreader is in the best interest of Franklin County.

**IT IS THEREFORE ORDERED** that the purchase of the Mack Granite Chassis – Tandem Dump Truck with Plow and Spreader from Vanguard Truck Center is hereby approved and that Mike Davis is authorized to execute any and all necessary documents on behalf of Franklin County to effectuate the purchase.

**IT IS FURTHER ORDERED** that a copy of this Order be provided to Vanguard Truck Center; Jim Grutsch, Highway Administrator; Lynne Maloney, Accounts Payable; and Ann Struttman, Purchasing Agent.

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

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District



DATE: 01/29/20  
 TO: Franklin County HWY Department  
 SUBMITTED BY: Alan Simonson-Vanguard Truck Center  
 SUBJECT: MODOT Contract for Mack Granite Chassis - Tandem Dump Truck

|                                                                                                                                     |                     |
|-------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| MODOT 2019 Contract for Mack Granite Chassis 1FB605CO19001978/60520CO0151<br>First Year of Contract Period Percent Increase of 0.0% | <b>NET PRICE:</b>   |
|                                                                                                                                     | <b>\$161,886.00</b> |

|                                                              |  |
|--------------------------------------------------------------|--|
| <b>*Standard MODOT Options Include:</b>                      |  |
| * Mack MP7 11 Liter 355hp Engine & 1,260 lb ft Torque        |  |
| * Allison 3000RDS Transmission w/PTO Provision               |  |
| *18,000lb. Mack FXL18 Front Axle: 40,000lb. Mack Rear Axles  |  |
| *5.31 Rear Axle Ratio                                        |  |
| *40,000lb. Mack Camelback Rear Suspension                    |  |
| * 222" Wheelbase                                             |  |
| *Exterior Side Mirrors - Heated & Motorized                  |  |
| *AM/FM Stereo, MP3 & Handsfree Bluetooth Handsfree Interface |  |
| *Power Windows & Locks - Driver & Passenger Sides            |  |
| *Air Conditioning                                            |  |

| Mack List Options Not on MODOT Contract | LIST PRICE | DISCOUNT | NET PRICE       |
|-----------------------------------------|------------|----------|-----------------|
| Heated / Tinted Windshield-MSRP         | \$498.00   | 28.00%   | \$359.00        |
| <b>Options on MODOT Contract</b>        |            |          | <u>Price</u>    |
| Powerleash Engine Brake                 |            |          | \$158.00        |
| <b>Vanguard Total Options:</b>          |            |          | <b>\$517.00</b> |

| MODOT Contract Number 1FB605CO19001978                      |                    |
|-------------------------------------------------------------|--------------------|
| Walk Rail Stainless Dump Body                               | \$1,055.00         |
| AR400 Tailgate Sheet                                        | \$278.00           |
| Dump Body Shaker                                            | \$1,170.00         |
| Spring Loaded Shovel Bracket                                | \$47.00            |
| Chipper Bolt On Hitch                                       | \$166.00           |
| Front Plow Balance System                                   | \$1,802.00         |
| High Capacity Pre Wet                                       | \$2,040.00         |
| MODOT Plow Contract IFB605CO20000230 / Contract 60520CO0242 |                    |
| 12 Parallell Lift Plow with Down Pressure                   | \$12,929.00        |
| MODOT Spreader Contract - 60519CO0349                       |                    |
| FSH 16 Auger Spreader                                       | \$15,900.00        |
| Auger Sensor                                                | \$265.00           |
| HSS Tube Stand Powder Coated                                | \$2,075.00         |
| <b>Henderson Total Options:</b>                             |                    |
|                                                             | <b>\$37,727.00</b> |

|                   |                     |
|-------------------|---------------------|
| <b>TOTAL COST</b> | <b>\$200,130.00</b> |
|-------------------|---------------------|

←Go Back

## Contract # 60520C00151

### DUMP TRUCKS - MULTIPLE AWARD

This Invitation for Bid (IFB) seeks bids from qualified organizations to provide Dump Trucks (Single Axle, Tandem Axle and Tow Plow) to the Missouri Dept. of Transportation (MoDOT). The award period shall commence from the date of award until April 30, 2020. MoDOT has the right at its sole discretion, and in its sole discretion, to extend the contract period for up to four (4) one-year periods, or any portion thereof. If the option for renewal is exercised by MoDOT, the bidder shall agree to all terms and conditions of the RFB and all subsequent addendums. A teleconference to allow vendors to ask questions will be conducted on April 15, 2019 at 9:00AM. ATTENTION VENDORS: You must be a registered MissouriBUYS vendor to review all terms and conditions of this solicitation. Visit <https://missouribuy.com/registration.html> to obtain full access.

### Contract Administration

**Administrator:** Tom Veasman  
**Administrator Email:** Tom.Veasman@modot.mo.gov  
**Organization:** MoDOT - Dept of Transportation

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### Vendor

**Vanguard Truck Center of St Louis**  
**Contact Name:** Mark Roman  
**Contact Email:** mark.roman@vanguardtrucks.com  
**Contact Telephone:** 314-771-3180-2160

### Contract Pricing

**Agreement Type:** Cooperative  
**Contract Type:** Contract - Agency  
**Pricing Type:** Fixed Price  
**Value:** \$2,000,000.00

### Contract Period

**Issue Date:** Aug 9, 2019  
**Award Date:** May 21, 2019  
**Effective Date:** Aug 9, 2019  
**Expiration Date:** Apr 30, 2020

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### Supplier Diversity Information

**IFB605CO19001978 - DUMP TRUCKS - MULTIPLE AWARD**

Vendors are arranged in alphabetical order w/ their Single Axle, Tandem Axle and Towplow bids in order of base bid followed by options

Single Axle Truck base bids are highlighted yellow

Tandem Axle Truck base bids are highlighted blue

Towplow Truck base bids are highlighted green

| Vendor Name                        | Group Name                      | Item Name                                                                          | Line Item Number | Spec. Number | Manufacture Name          | Manufacture Part No. | Alternatives                                 | Product Number | Intentional No Bid | Item Unit | Bid/Unit      |
|------------------------------------|---------------------------------|------------------------------------------------------------------------------------|------------------|--------------|---------------------------|----------------------|----------------------------------------------|----------------|--------------------|-----------|---------------|
| Kansas City Freightliner Sales Inc | Single Axle Truck Configuration | Single Axle Cab/Chassis w/ 10 ft. Dump Body (Limit of two bids for each base item) | 1                | SABB         | Freightliner/Henderson    | 114SD                | 114SD                                        |                | N                  | each      | \$ 135,322.00 |
| Kansas City Freightliner Sales Inc | Single Axle Truck Configuration | Single Axle Cab/Chassis w/ 10 ft. Dump Body (Limit of two bids for each base item) | 1                | SABB         | Freightliner/Viking-Cives | 114SD                | 114SD/Viking-Cives                           |                | N                  | each      | \$ 136,046.00 |
| Kansas City Freightliner Sales Inc | Single Axle Truck Configuration | Extended Engine Warranty                                                           | 2                | SA01         | Freightliner              | HD1                  | Extended Engine Warranty                     |                | N                  | each      | \$ 1,560.00   |
| Kansas City Freightliner Sales Inc | Single Axle Truck Configuration | Crew Cab                                                                           | 3                | SA02         | Freightliner              | 829-1A4              | Crew Cab                                     |                | N                  | each      | \$ 11,572.00  |
| Kansas City Freightliner Sales Inc | Single Axle Truck Configuration | Manual Transmission                                                                | 4                | SA03         | Freightliner              | 342-399              | Manual Transmission                          |                | N                  | each      | \$ 4,981.00   |
| Kansas City Freightliner Sales Inc | Single Axle Truck Configuration | Heated Windshield                                                                  | 5                | SA04         | Freightliner              | 663-029              | Heated Windshield                            |                | N                  | each      | \$ 653.00     |
| Kansas City Freightliner Sales Inc | Single Axle Truck Configuration | Multiplexed Control for Body Builder Installed Accessories                         | 6                | SA05         | Freightliner              | 35M-001              | 6 Multiplexed Configurable Switches          |                | N                  | each      | \$ 1,354.00   |
| Kansas City Freightliner Sales Inc | Single Axle Truck Configuration | Bluetooth Hands-Free Technology                                                    | 7                | SA06         | Freightliner              | 746-115              | Bluetooth                                    |                | N                  | each      | \$ 200.00     |
| Kansas City Freightliner Sales Inc | Single Axle Truck Configuration | Install 50-Watt MoDOT Owned 2-Way Radio                                            | 8                | SA07         | Henderson Products        | Henderson            | 50W Radio                                    |                | N                  | each      | \$ 223.00     |
| Kansas City Freightliner Sales Inc | Single Axle Truck Configuration | Install 50-Watt MoDOT Owned 2-Way Radio                                            | 8                | SA07         | Viking-Cives              | Viking-Cives         | 50W Radio/Viking                             |                | N                  | each      | \$ 170.00     |
| Kansas City Freightliner Sales Inc | Single Axle Truck Configuration | Install 100-Watt MoDOT Owned 2-Way Radio                                           | 9                | SA08         | Henderson Products        | Henderson            | 100W Radio                                   |                | N                  | each      | \$ 223.00     |
| Kansas City Freightliner Sales Inc | Single Axle Truck Configuration | Install 100-Watt MoDOT Owned 2-Way Radio                                           | 9                | SA08         | Viking-Cives              | Viking-Cives         | 100W Radio/Viking                            |                | N                  | each      | \$ 190.00     |
| Kansas City Freightliner Sales Inc | Single Axle Truck Configuration | Safety Equipment                                                                   | 10               | SA09         | Henderson Products        | Henderson Products   | Safety Equipment                             |                | N                  | each      | \$ 180.00     |
| Kansas City Freightliner Sales Inc | Single Axle Truck Configuration | Safety Equipment                                                                   | 10               | SA09         | Freightliner              | 720-003              | Safety Equipment/Freightliner                |                | N                  | each      | \$ 118.00     |
| Kansas City Freightliner Sales Inc | Single Axle Truck Configuration | Corten Steel Dump Body                                                             | 11               | SA10         | Henderson Products        | Henderson            | Corten Steel Dump Body                       |                | N                  | each      | \$ 1,076.00   |
| Kansas City Freightliner Sales Inc | Single Axle Truck Configuration | Corten Steel Dump Body                                                             | 11               | SA10         | Viking-Cives              | Viking-Cives         | Corten Steel Dump Body/Viking                |                | N                  | each      | \$ 2,550.00   |
| Kansas City Freightliner Sales Inc | Single Axle Truck Configuration | Stainless Steel Long Sills                                                         | 12               | SA11         | Henderson Products        | Henderson            | Stainless Steel Long Sills                   |                | N                  | each      | \$ 448.00     |
| Kansas City Freightliner Sales Inc | Single Axle Truck Configuration | Stainless Steel Long Sills                                                         | 12               | SA11         | Viking-Cives              | Viking-Cives         | Viking-Cives                                 |                | N                  | each      | \$ 525.00     |
| Kansas City Freightliner Sales Inc | Single Axle Truck Configuration | Structural Steel I-Beam Long Sills                                                 | 13               | SA12         | Henderson Products        | Henderson            | Structural Steel I-Beam Long Sills           |                | N                  | each      | \$ 670.00     |
| Kansas City Freightliner Sales Inc | Single Axle Truck Configuration | Structural Steel I-Beam Long Sills                                                 | 13               | SA12         | Viking-Cives              | Viking-Cives         | Viking-Cives                                 |                | N                  | each      | \$ 375.00     |
| Kansas City Freightliner Sales Inc | Single Axle Truck Configuration | AR400 Tailgate Sheet                                                               | 14               | SA13         | Henderson Products        | Henderson            | AR400 TAILGATE SHEET                         |                | N                  | each      | \$ 228.00     |
| Kansas City Freightliner Sales Inc | Single Axle Truck Configuration | AR400 Tailgate Sheet                                                               | 14               | SA13         | Viking-Cives              | Viking-Cives         | Viking-Cives                                 |                | N                  | each      | \$ 145.00     |
| Kansas City Freightliner Sales Inc | Single Axle Truck Configuration | Walk Rail and Hand Rail for Stainless Steel Dump Body                              | 15               | SA14         | Viking-Cives              | Viking-Cives         | Viking-Cives                                 |                | N                  | each      | \$ 875.00     |
| Kansas City Freightliner Sales Inc | Single Axle Truck Configuration | Walk Rail and Hand Rail for Stainless Steel Dump Body                              | 15               | SA14         | Henderson Products        | Henderson            | WALK RAIL AND HAND RAIL FOR STAINLESS        |                | N                  | each      | \$ 748.00     |
| Kansas City Freightliner Sales Inc | Single Axle Truck Configuration | Walk Rail and Hand Rail for Corten Steel Dump Body                                 | 16               | SA15         | Viking-Cives              | Viking-Cives         | Viking-Cives                                 |                | N                  | each      | \$ 515.00     |
| Kansas City Freightliner Sales Inc | Single Axle Truck Configuration | Walk Rail and Hand Rail for Corten Steel Dump Body                                 | 16               | SA15         | Henderson Products        | Henderson            | WALK RAIL AND HAND RAIL FOR CORTEN DUMP BODY |                | N                  | each      | \$ 456.00     |

|                                   |                                 |                                                                 |    |      |                    |                               |     |   |      |                      |
|-----------------------------------|---------------------------------|-----------------------------------------------------------------|----|------|--------------------|-------------------------------|-----|---|------|----------------------|
| Vanguard Truck Center of St Louis | Tandem Axle Truck Configuration | Front Snowplow Balance System                                   | 41 | TA39 | Viking-Cives       | Front Snowplow Balance System | N/A | N | each | \$ 1,670.00          |
| Vanguard Truck Center of St Louis | Tandem Axle Truck Configuration | Tandem Axle Cab/Chassis w/ 15 ft. Dump Body (Limit of two bids) | 1  | TABB | Mack and Henderson | Mack and Henderson            | N/A | N | each | \$ [REDACTED]        |
| Vanguard Truck Center of St Louis | Tandem Axle Truck Configuration | Extended Engine Warranty                                        | 2  | TA01 | Mack Trucks        | Extended Warranty             | N/A | N | each | \$ 2,682.00          |
| Vanguard Truck Center of St Louis | Tandem Axle Truck Configuration | Manual Transmission                                             | 3  | TA02 | Mack Trucks        | Manual Transmission           | N/A | N | each | \$ 5,593.00          |
| Vanguard Truck Center of St Louis | Tandem Axle Truck Configuration | Automated Manual Transmission                                   | 4  | TA03 | Mack Trucks        | mDrive                        | N/A | N | each | \$ 3,000.00          |
| Vanguard Truck Center of St Louis | Tandem Axle Truck Configuration | Heated Windshield                                               | 5  | TA04 | Mack Trucks        | Heated Windshield             | N/A | N | each | \$ 351.00            |
| Vanguard Truck Center of St Louis | Tandem Axle Truck Configuration | [REDACTED] Engine Brake                                         | 6  | TA05 | Mack Trucks        | Heated Windshield             | N/A | N | each | \$ [REDACTED] 158.00 |
| Vanguard Truck Center of St Louis | Tandem Axle Truck Configuration | Multiplexed Control for Body Builder Installed Accessories      | 7  | TA06 |                    |                               |     | Y | each |                      |
| Vanguard Truck Center of St Louis | Tandem Axle Truck Configuration | Bluetooth Hands-Free Technology                                 | 8  | TA07 | Mack Trucks        | Bluetooth                     | N/A | N | each |                      |
| Vanguard Truck Center of St Louis | Tandem Axle Truck Configuration | Install 50-Watt MoDOT Owned 2-Way Radio                         | 9  | TA08 | Henderson          | 50-Watt                       | N/A | N | each | \$ 223.00            |
| Vanguard Truck Center of St Louis | Tandem Axle Truck Configuration | Install 100-Watt MoDOT Owned 2-Way Radio                        | 10 | TA09 | Henderson          | 100-Watt                      | N/A | N | each | \$ 223.00            |
| Vanguard Truck Center of St Louis | Tandem Axle Truck Configuration | Safety Equipment                                                | 11 | TA10 | Henderson          | Safety Equipment              | N/A | N | each | \$ 180.00            |
| Vanguard Truck Center of St Louis | Tandem Axle Truck Configuration | Corten Steel Dump Body                                          | 12 | TA11 | Henderson          | Corten Steel                  | N/A | N | each | \$ 1,480.00          |
| Vanguard Truck Center of St Louis | Tandem Axle Truck Configuration | Stainless Steel Long Sills                                      | 13 | TA12 | Henderson          | Stainless Steel Longsills     | N/A | N | each | \$ 573.00            |

|                                   |                              |                                                            |    |      |             |                                |     |   |      |             |
|-----------------------------------|------------------------------|------------------------------------------------------------|----|------|-------------|--------------------------------|-----|---|------|-------------|
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration | Engine Brake                                               | 6  | TP05 | Mack Trucks | Engine Brake                   | N/A | N | each | \$ 158.00   |
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration | Multiplexed Control for Body Builder Installed Accessories | 7  | TP06 |             |                                |     | Y | each |             |
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration | Bluetooth Hands-Free Technology                            | 8  | TP07 | Mack Trucks | Bluetooth                      | N/A | N | each |             |
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration | Install 50-Watt MoDOT Owned 2-Way Radio                    | 9  | TP08 | Henderson   | 50-Watt                        | N/A | N | each | \$ 223.00   |
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration | Install 100-Watt MoDOT Owned 2-Way Radio                   | 10 | TP09 | Henderson   | 100-Watt                       | N/A | N | each | \$ 223.00   |
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration | Safety Equipment                                           | 11 | TP10 | Henderson   | Safety Equipment               | N/A | N | each | \$ 180.00   |
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration | Corten Steel Dump Body                                     | 12 | TP11 | Henderson   | Corten Steel Dump Body         | N/A | N | each | \$ 1,480.00 |
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration | Stainless Steel Long Sills                                 | 13 | TP12 | Henderson   | Stainless Steel Long Sills     | N/A | N | each | \$ 573.00   |
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration | Structural Steel I-Beam Long Sills                         | 14 | TP13 | Henderson   | Structural I-Beam Longsills    | N/A | N | each | \$ 720.00   |
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration | AR400 Tailgate Sheet                                       | 15 | TP14 | Henderson   | AR400 Tailgate                 | N/A | N | each | \$ 278.00   |
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration | Walk Rail and Hand Rail for Stainless Steel Dump Body      | 16 | TP15 | Henderson   | Rails for Stainless Steel Body | N/A | N | each | \$ 1,055.00 |
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration | Walk Rail and Hand Rail for Corten Steel Dump Body         | 17 | TP16 | Henderson   | Rail for Corten                | N/A | N | each | \$ 547.00   |
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration | Spring Loaded Shovel Bracket                               | 18 | TP17 | Henderson   | Spring Loaded Shovel Bracket   | N/A | N | each | \$ 37.00    |
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration | Shovel Tool Box                                            | 19 | TA18 | Henderson   | Shovel Tool Box                | N/A | N | each | \$ 800.00   |
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration | Receiver Pintle Hitch                                      | 20 | TP19 | Henderson   | Receiver Pintle Hitch          | N/A | N | each | \$ 89.00    |
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration | Dump Body Shaker                                           | 21 | TP20 | Henderson   | Body Shaker                    | N/A | N | each | \$ 1,170.00 |

|                                   |                              |                                                            |    |       |           |                                       |     |   |      |    |           |
|-----------------------------------|------------------------------|------------------------------------------------------------|----|-------|-----------|---------------------------------------|-----|---|------|----|-----------|
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration | TMA Pockets                                                | 22 | TP21  | Henderson | TMA Pockets                           | N/A | N | each | \$ | 1,026.00  |
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration | Quixote Surface Temperature Sensor                         | 23 | TP22  | Henderson | Quixote                               | N/A | N | each | \$ | 1,862.00  |
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration | Road Watch Surface Temperature Sensor                      | 24 | TP23  | Henderson | Road Watch                            | N/A | N | each | \$ | 693.00    |
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration | Automatic Tire Chains                                      | 25 | TP24  | Henderson | Automatic Tire Chains                 | N/A | N | each | \$ | 1,966.00  |
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration | Delete the Standard Pre-Wet System Components              | 26 | TP25  | Henderson | Delete Pre Wet                        | N/A | N | each | \$ | 1,454.00  |
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration | Standard Pre-Wet System Compatible with Herbicides         | 27 | TP26  | Henderson | Pre-Wet with Herbicides               | N/A | N | each |    |           |
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration | High Capacity Pre-Wet System Compatible with Herbicides    | 28 | TP27  | Henderson | High Capacity Pre-Wet with Herbicides | N/A | N | each | \$ | 2,040.00  |
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration | Delete the Standard Anti-Ice System Components             | 29 | TP28  | Henderson | Delete Anti-Ice                       | N/A | N | each | \$ | 84.00     |
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration | Right-Hand Mid-Mount Wing Snowplow                         | 30 | TP29a | Henderson | Right Hand Wing                       | N/A | N | each | \$ | 10,129.00 |
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration | Left-Hand Mid-Mount Wing Snowplow                          | 31 | TP29b | Henderson | Left Hand Wing                        | N/A | N | each | \$ | 10,030.00 |
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration | Underbody Scraper                                          | 32 | TP30  | Henderson | Underbody Scraper                     | N/A | N | each | \$ | 12,364.00 |
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration | Right-Hand Front-Mount Heavy Duty 3-Function Wing Snowplow | 33 | TP31  | Henderson | 3 Function                            | N/A | N | each | \$ | 13,326.00 |
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration | Air Control for Hydraulic Function Control Valves          | 34 | TP32  | Henderson | Air for Hydraulic                     | N/A | N | each | \$ | 2,361.00  |
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration | Multi-Function Joystick                                    | 35 | TP33  | Henderson | Multi-Function Joystick               | N/A | N | each | \$ | 317.00    |
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration | Air Powered Tarp Motor                                     | 36 | TP34  |           |                                       |     | Y | each |    |           |
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration | Install MoDOT Decals                                       | 37 | TP35  | Henderson | MoDot Decals                          | N/A | N | each | \$ | 148.00    |

|                                   |                                 |                                                                                    |    |      |                            |                         |                     |   |      |               |
|-----------------------------------|---------------------------------|------------------------------------------------------------------------------------|----|------|----------------------------|-------------------------|---------------------|---|------|---------------|
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration    | Delete Body Builder Installed Components                                           | 38 | TP38 | Henderson                  | Delete Body             | N/A                 | N | each | \$ 63,175.00  |
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration    | Roof-Mounted LED Auxiliary Snowplow Lights                                         | 39 | TP37 | Henderson                  | LED Snowplow Lights     | N/A                 | N | each | \$ 1,424.00   |
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration    | Bolt-On Chipper Hitch                                                              | 40 | TP38 | Henderson                  | Bolt on Chipper Hitch   | N/A                 | N | each | \$ 166.00     |
| Vanguard Truck Center of St Louis | Tow Plow Truck Configuration    | Front Snowplow Balance System                                                      | 41 | TP39 | Henderson                  | Snowplow Balance System | N/A                 | N | each | \$ 1,802.00   |
| Westfall GMC Truck Inc            | Single Axle Truck Configuration | Single Axle Cab/Chassis w/ 10 ft. Dump Body (Limit of two bids for each base item) | 1  | SABB | Mack w/ Henderson Products | GR42F9 HP               | GR42F9 HP           | N | each | \$ 145,388.00 |
| Westfall GMC Truck Inc            | Single Axle Truck Configuration | Single Axle Cab/Chassis w/ 10 ft. Dump Body (Limit of two bids for each base item) | 1  | SABB | Mack w/ Viking-Cives       | GR42F9 VC               | GR42F9 VC           | N | each | \$ 146,112.00 |
| Westfall GMC Truck Inc            | Single Axle Truck Configuration | Extended Engine Warranty                                                           | 2  | SA01 | Cummins                    | L9 PP1                  | Cummins             | N | each | \$ 3,855.00   |
| Westfall GMC Truck Inc            | Single Axle Truck Configuration | Crew Cab                                                                           | 3  | SA02 |                            |                         |                     | Y | each |               |
| Westfall GMC Truck Inc            | Single Axle Truck Configuration | Manual Transmission                                                                | 4  | SA03 | Eaton                      | FRO-14210C              | Deduct Mack         | N | each | \$ 5,040.00   |
| Westfall GMC Truck Inc            | Single Axle Truck Configuration | Heated Windshield                                                                  | 5  | SA04 | Mack                       | 1459003                 | Heated Windshield   | N | each | \$ 365.00     |
| Westfall GMC Truck Inc            | Single Axle Truck Configuration | Multiplexed Control for Body Builder Installed Accessories                         | 6  | SA05 |                            |                         |                     | Y | each |               |
| Westfall GMC Truck Inc            | Single Axle Truck Configuration | Bluetooth Hands-Free Technology                                                    | 7  | SA06 | Mack                       | 1746101                 | Standard Bluetooth  | N | each |               |
| Westfall GMC Truck Inc            | Single Axle Truck Configuration | Install 50-Watt MoDOT Owned 2-Way Radio                                            | 8  | SA07 | Henderson Products         | HP                      | Henderson Installed | N | each | \$ 223.00     |
| Westfall GMC Truck Inc            | Single Axle Truck Configuration | Install 50-Watt MoDOT Owned 2-Way Radio                                            | 8  | SA07 | Viking-Cives               | VC                      | Viking Installed    | N | each | \$ 170.00     |
| Westfall GMC Truck Inc            | Single Axle Truck Configuration | Install 100-Watt MoDOT Owned 2-Way Radio                                           | 9  | SA08 | Henderson Products         | HP                      | Henderson Installed | N | each | \$ 223.00     |
| Westfall GMC Truck Inc            | Single Axle Truck Configuration | Install 100-Watt MoDOT Owned 2-Way Radio                                           | 9  | SA08 | Viking-Cives               | VC                      | Viking Installed    | N | each | \$ 190.00     |
| Westfall GMC Truck Inc            | Single Axle Truck Configuration | Safety Equipment                                                                   | 10 | SA09 | Mack                       | WF                      | Safety Equipment    | N | each | \$ 180.00     |

### Solicitation # **IFB605CO20000230** \*

When reviewing bid summaries on this solicitation board : ✓Green Check Mark Means "yes" ✗Red X Means "no"

#### Snow/Tow Plows and Parts - Multiple Award

This invitation for bid seeks bids from qualified bidders to provide Snow and Tow Plows to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), in accordance with the provisions and requirements stated herein. Contract period will be from date of award to September 30, 2020 with up to two (2) one-year renewal option periods, or any portion therein.

**Start Date :** August 08, 2019 03:00:00 PM CDT  
**End Date :** September 04, 2019 02:00:00 PM CDT  
**Solicitation :** IFB605CO20000230  
**Status :** Awarded / ADDENDUM  
**Delivery Terms :** Free On Board Destination  
**Payment Terms :** Net 30 Days

#### Contact Information

**Solicitation Number :** IFB605CO20000230 from **MoDOT - Dept of Transportation**

Tammy Young, MoDOT Buyer  
 Missouri Dept. of Transportation, General Services Division  
 Physical Address: 830 MoDOT Drive Jefferson City, MO, 65109  
 Mailing Address: P. O. Box 270, Jefferson City, MO 65102  
 Tel: 573-526-7929  
 Fax: 573-526-6948  
 Tammy.Young@modot.mo.gov

#### Solicitation Categories

| Commodity Code ^ | Name            |
|------------------|-----------------|
| 22101538         | Snow plow       |
| 25101926         | Snow plow truck |
| 2 total          |                 |

and squeegee

|   |                                                                      |                |           |                   |             |      |
|---|----------------------------------------------------------------------|----------------|-----------|-------------------|-------------|------|
| ▶ | 12' Delivered Parallel Lift/Down Pressure Front Snowplow w/Trip Edge | 60520CO0242-15 | HENDERSON | RSP-PARA-12X42    | \$11,764.00 | each |
| ▶ | 12' Installed Conventional Front Snow Plow w/ Scarifier and Squeegee | 60520CO0242-1  | HENDERSON | RSP-SQUEEGE-12X48 | \$17,794.00 | each |
| ▶ | 12' Installed Parallel Lift/Down Pressure Front Snowplow w/Trip Edge | 60520CO0242-13 | HENDERSON | RSP-PARA-12X42    | \$12,929.00 | each |
| ▶ | 14' Delivered Conventional Front Snow Plow w/ Scarifier and Squeegee | 60520CO0242-4  | HENDERSON | RSP-SQUEEGE 14X48 | \$15,958.00 | each |
| ▶ | 14' Delivered Parallel Lift/Down Pressure Front Snowplow w/Trip Edge | 60520CO0242-16 | HENDERSON | RSP-PARA-14X42    | \$12,281.00 | each |
| ▶ | 14' Installed Conventional Front Snow Plow w/ Scarifier and Squeegee | 60520CO0242-2  | HENDERSON | RSP-SQUEEGE 14X48 | \$18,684.00 | each |

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### Contract # 60520C00242

#### **MoDOT Statewide Snow/Tow Plows and Parts - Multiple Award**

Henderson Products Inc. provide Snow and Tow Plows to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), in accordance with the provisions and requirements stated herein. Contract period will be from date of award to September 30, 2020 with up to two (2) one-year renewal option periods, or any portion therein.

#### **Contract Administration**

**Administrator:** Tammy J Young  
**Administrator Email:** tammy.young@modot.mo.gov  
**Organization:** MoDOT - Dept of Transportation

#### **Vendor**

**Henderson Products Inc**  
**Contact Name:** David Westergaard  
**Contact Email:**  
dwestergaard@hendersonproducts.com  
**Contact Telephone:** 5639277219

#### **Contract Pricing**

**Agreement Type:** Cooperative  
**Contract Type:** Contract - Agency  
**Pricing Type:** Fixed Price with Unit Cost  
**Value:** \$999,999.99

#### **Contract Period**

**Issue Date:** Sep 25, 2019  
**Award Date:** Sep 25, 2019  
**Effective Date:** Sep 25, 2019  
**Expiration Date:** Sep 30, 2020

#### **Supplier Diversity Information**

No Diversity available

#### **Contacts**

| Contact Title | Name | Email Address | Phone Number |
|---------------|------|---------------|--------------|
|---------------|------|---------------|--------------|

**Snowplows**  
RFB 3-150930RW

Bid Opening Date: September 30, 2015

Bid Tab Posting Date: October 8, 2015

**IFB605CO20000230 Snow Plow & Tow Plow Pricing - Multiple Bid, 2019 thru September 30, 2020**

**Percent MSRP is 0% for both companies. Catalog prices are as listed.**

| <i>Company</i>                                                   | <i>Amount</i>         | <i>Make/Model</i>        | <i>Delivery Days ARO</i> |
|------------------------------------------------------------------|-----------------------|--------------------------|--------------------------|
| <b>Parallel Lift/Down Pressure Front Snowplow w/Trip Edge</b>    |                       |                          |                          |
| <b>Add 30 Days to all Installed Units for Henderson Products</b> |                       |                          |                          |
| <b>Henderson Products</b>                                        | \$12,929.00 Installed | Henderson RSP-PARA-12X42 | 12'                      |
|                                                                  | \$11,764.00 Delivered |                          | 90-150                   |
|                                                                  | \$13,496.00 Installed | Henderson RSP-PARA-14X42 | 14'                      |
|                                                                  | \$12,281.00 Delivered |                          | 90-150                   |

|                             |                       |                      |     |
|-----------------------------|-----------------------|----------------------|-----|
| <b>Viking-Cives Midwest</b> | \$15,910.00 Installed | Viking PR28R12 TE PL | 12' |
|                             | \$15,765.00 Delivered |                      | 120 |
|                             | \$16,635.00 Installed | Viking PR28R14 TE PL | 14' |
|                             | \$16,445.00 Delivered |                      | 120 |

**Hitch for Parallel Lift/Down Pressure Front Snowplow w/Trip Edge**

|                             |                      |  |        |
|-----------------------------|----------------------|--|--------|
| <b>Henderson Products</b>   | \$3,411.00 Installed |  | 90-150 |
|                             | \$1,439.00 Delivered |  | 90-150 |
| <b>Viking-Cives Midwest</b> | \$2,625.00 Installed |  | 75     |
|                             | \$2,035.00 Delivered |  | 75     |

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### Contract # 60519C00349

#### MODOT STATEWIDE MATERIAL SPREADER EQUIPMENT

Contract for Material Spreader Equipment established by original solicitation 3-160824RW. This solicitation was awarded to multiple vendors for the purchase of new material spreader equipment throughout the State of Missouri. This contract will be effective through August 31, 2019, with one renewal option remaining.

#### Contract Administration

**Administrator:** Tammy J Young

**Administrator Email:** tammy.young@modot.mo.gov

**Organization:** MoDOT - Dept of Transportation

#### Vendor

**Henderson Products Inc**

**Contact Name:** David Westergaard

**Contact Email:**

dwestergaard@hendersonproducts.com

**Contact Telephone:** 5639277219

#### Contract Pricing

**Agreement Type:** Cooperative

**Contract Type:** Contract - Agency

**Pricing Type:** Fixed Price with Unit Cost

**Value:** \$199,999.99

#### Contract Period

**Issue Date:** Sep 7, 2018

**Award Date:** Aug 31, 2016

**Effective Date:** Sep 7, 2018

**Expiration Date:** Aug 31, 2020

#### Supplier Diversity Information

MISSOURI DEPARTMENT OF TRANSPORTATION BID  
 TABULATION OF REQUEST 3-160824RW MATERIAL  
 SPREADER EQUIPMENT

Henderson Products Inc.

| Make/Model                                        | Auger Material Spreader |                        |                        | Drag Chain Material Spreader |                        |                        |
|---------------------------------------------------|-------------------------|------------------------|------------------------|------------------------------|------------------------|------------------------|
|                                                   | 10'                     | 13'                    | 16'                    | 10'                          | 13'                    | 16'                    |
|                                                   | Henderson FSH-10-Auger  | Henderson FSH-13-Auger | Henderson FSH-16-Auger | Henderson FSH-10-Chain       | Henderson FSH-13-Chain | Henderson FSH-16-Chain |
| Unit Cost                                         | \$ 14,082.00            | \$ 14,640.00           | \$ 15,900.00           | \$ 12,640.00                 | \$ 13,139.00           | \$ 14,290.00           |
| Deilvery-Days (ARO)                               | 75                      | 75                     | 75                     | 75                           | 75                     | 75                     |
| Less Installation                                 | \$ 13,004.00            | \$ 13,562.00           | \$ 14,822.00           | \$ 11,562.00                 | \$ 12,061.00           | \$ 13,212.00           |
| Fold-Up Spinner Chute                             | \$ 262.00               | \$ 262.00              | \$ 262.00              | \$ 272.00                    | \$ 272.00              | \$ 272.00              |
| Spreader Body Mounted Casters                     | \$ 118.00               | \$ 118.00              | \$ 118.00              | \$ 118.00                    | \$ 118.00              | \$ 118.00              |
| Painted Steel Spreader Stand                      | \$ 1,826.00             | \$ 1,961.00            | \$ 2,075.00            | \$ 1,826.00                  | \$ 1,961.00            | \$ 2,075.00            |
| Painted Steel Spreader Stand for Towplow Truck    |                         | \$ 2,053.00            | \$ 2,167.00            |                              | \$ 2,053.00            | \$ 2,167.00            |
| Galvanized Steel Spreader Stand                   | \$ 2,291.00             | \$ 2,721.00            | \$ 3,238.00            | \$ 2,291.00                  | \$ 2,721.00            | \$ 3,237.00            |
| Galvanized Steel Spreader Stand For Towplow Truck |                         | \$ 2,813.00            | \$ 3,329.00            |                              | \$ 2,813.00            | \$ 3,329.00            |
| Adjustable Tie-Down Brackets                      | \$ 469.00               | \$ 469.00              | \$ 469.00              | \$ 469.00                    | \$ 469.00              | \$ 469.00              |
| Feed Sensor                                       |                         |                        |                        | \$ 131.00                    | \$ 131.00              | \$ 131.00              |
| Auger Sensor                                      | \$ 265.00               | \$ 265.00              | \$ 265.00              |                              |                        |                        |
| Less Liquid Chemical Storage Tanks                | \$ (1,152.00)           | \$ (1,152.00)          | \$ (1,620.00)          | \$ (1,152.00)                | \$ (1,152.00)          | \$ (1,620.00)          |
| V-Chute in Lieu of Drop Chute and Spinner         |                         | \$ (299.00)            | \$ (299.00)            |                              | \$ (299.00)            | \$ (299.00)            |
| Dual Auger Configuration                          | \$ 1,469.00             | \$ 1,932.00            | \$ 2,418.00            |                              |                        |                        |
| 450 Gallon Minimum Liquid Chemical Storage Tank   |                         |                        | \$ 876.00              |                              |                        | \$ 876.00              |
| Cooperative                                       | YES                     | YES                    | YES                    | YES                          | YES                    | YES                    |
| MSRP Discount %                                   | 0%                      | 0%                     | 0%                     | 0%                           | 0%                     | 0%                     |
| Districts Bid                                     | ALL                     | ALL                    | ALL                    | ALL                          | ALL                    | ALL                    |



Commission Order No. 2020-89

First Quarter Term 2020

# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, February 18, 2020  
Contract/Agreements

**IN THE MATTER OF APPROVING AND AUTHORIZING  
EXECUTION OF A BILL OF SALE WITH DON BROWN CHEVROLET  
FOR TWO 2020 CHEVROLET SILVERADO 4WD TRUCKS**

**WHEREAS**, the Franklin County Highway Department has requested that Franklin County purchase two 2020 Chevrolet Silverado 4WD Trucks for the Highway Department; and

**WHEREAS**, Franklin County can purchase the two desired Chevrolet Silverado 4WD Trucks from Don Brown Chevrolet for \$29,337.00 per Truck at a total cost of \$58,674.00 through MODOT Contract IFB605C020000682 /60520CO0364 as shown in the Documents attached hereto; and

**WHEREAS**, the Franklin County Commission has determined that the purchase of the two 2020 Chevrolet Silverado 4WD Trucks is in the best interest of Franklin County.

**IT IS THEREFORE ORDERED** that the purchase of the two 2020 Chevrolet Silverado 4WD Trucks is hereby approved and that Mike Davis is authorized to execute any and all necessary documents on behalf of Franklin County to effectuate the purchase.

**IT IS FURTHER ORDERED** that a copy of this Order be provided to Don Brown Chevrolet; Jim Grutsch, Highway Administrator; Lynne Maloney, Accounts Payable; and Ann Struttman, Purchasing Agent.

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

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District



2244 S. Kingshighway, St. Louis, Missouri 63110  
(314)772-1400 (314)772-1022 Fax  
[dave@donbrownchevrolet.com](mailto:dave@donbrownchevrolet.com)

ATTN: Franklin County

DATE: 02/11/20

## QUOTE

|                    | DESCRIPTION                                        |             | TOTAL              |
|--------------------|----------------------------------------------------|-------------|--------------------|
|                    | MoDOT Contract # IFB605C020000682                  |             |                    |
| 1                  | 2020 Chevrolet Silverado 4X2 Item E White in Color | \$23,925.00 | \$23,925.00        |
| 1                  | Option 13 - 4WD in Lieu of 2WD                     | \$2,269.00  | \$2,269.00         |
| 1                  | Option 1 - Trailer Brake Controller                | \$260.00    | \$260.00           |
| 1                  | Option 6 - Running Boards                          | \$697.00    | \$697.00           |
| 1                  | Option 10 - Auxiliary Upfitter Switches            | \$147.00    | \$147.00           |
| 1                  | Option - Towing Package - MSRP - \$381.00          | \$343.00    | \$343.00           |
| 1                  | Option - PCV Package - MSRP \$1,095.00             | \$986.00    | \$986.00           |
| 1                  | Option - Trailer Mirrors - MSRP \$237.00           | \$214.00    | \$214.00           |
| 1                  | Option - All Terrain Tires - MSRP \$216.00         | \$194.00    | \$194.00           |
| 1                  | Option Q5V - Wheels - MSRP \$338.00                | \$302.00    | \$302.00           |
| <b>GRAND TOTAL</b> |                                                    |             | <b>\$29,337.00</b> |

If you should have any questions, please don't hesitate to give me a call. Thank you!

\_\_\_\_\_  
Customer Approval

\_\_\_\_\_  
Dave Helterbrand  
Fleet Department Manager

***This quote is good for 30 days***

**Contract # 60520C00364**

**MODOT STATEWIDE LIGHT DUTY VEHICLES - MULTIPLE AWARD**

Provide Light Duty Vehicles (Statewide) to the Missouri Highways and Transportation Commission (MHTC) and Missouri Dept. of Transportation (MoDOT). The award period shall commence from the date of award until the end of the 2020 model year with up to two (2) one-year renewal periods, or any portion thereof.

**Contract Administration**

**Administrator:** Tom Veasman  
**Administrator Email:** Tom.Veasman@modot.mo.gov  
**Organization:** MoDOT - Dept of Transportation

**Vendor**

**Don Brown Chevrolet Inc.**  
**Contact Name:** David Helterbrand  
**Contact Email:** Dave@donbrownchevrolet.com  
**Contact Telephone:** 314-772-1400-1400

**Contract Pricing**

**Agreement Type:** Cooperative  
**Contract Type:** Contract - Agency  
**Pricing Type:** Fixed Price  
**Value:** \$2,000,000.00

**Contract Period**

**Issue Date:** Nov 21, 2019  
**Award Date:** Nov 18, 2019  
**Effective Date:** Nov 22, 2019  
**Expiration Date:** Dec 31, 2020

**Supplier Diversity Information**

No Diversity available

**Contacts**

| Contact Type | Name              | Email Address              | Phone Number |
|--------------|-------------------|----------------------------|--------------|
| Main Contact | David Helterbrand | Dave@donbrownchevrolet.com | 314-772-1400 |

Vendor Contact Information  
MoDOT Light Duty Vehicle Bid Tab

**CHEVROLET**

|                                   |
|-----------------------------------|
| <b>Roberts Chevrolet Buick</b>    |
| <b>Cable Dahmer Chevrolet LLC</b> |
| <b>Lou Fusz Chevrolet</b>         |
| <b>Putnam Chevrolet Inc</b>       |
| <b>Don Brown Chevrolet</b>        |

Dean Meier 816-858-3200 [fleet@robertscb.com](mailto:fleet@robertscb.com)  
Bob James 816-835-0472 [bjames@cabledahmer.com](mailto:bjames@cabledahmer.com)  
Brad Matheney 314-565-0112 [bradmtheney@fusz.com](mailto:bradmtheney@fusz.com)  
WILLIAM CAMPBELL 573-796-2131 [bill@putnamchevrolet.com](mailto:bill@putnamchevrolet.com)  
David Helderbrand 314-772-1400 [Dave@donbrownchevrolet.com](mailto:Dave@donbrownchevrolet.com)

**FORD**

|                          |
|--------------------------|
| <b>Joe Machens Ford</b>  |
| <b>Blue Springs Ford</b> |
| <b>McLarty JCFO</b>      |
| <b>Republic Ford</b>     |
| <b>Shawnee Ford</b>      |
| <b>Broadway Ford</b>     |

Kelly Sells 573-445-4411 [ksells@machens.com](mailto:ksells@machens.com)  
MIKE HILKER 816-229-4400-608 [MHILKER@BLUESPRINGSFORD.COM](mailto:MHILKER@BLUESPRINGSFORD.COM)  
Mike Rogers 573-634-4444- [mr Rogers@machens.com](mailto:mr Rogers@machens.com)  
Steve Forrester 417-732-2626 [sforrester@republicford.com](mailto:sforrester@republicford.com)  
Jay Cooper 9132482287- [jay.cooper@shawneemissionford.com](mailto:jay.cooper@shawneemissionford.com)  
Jeff Houston 3142419140-232 [jhouston@broadwaytruck.com](mailto:jhouston@broadwaytruck.com)

**FCA**

|                           |
|---------------------------|
| <b>Behlmann Dodge</b>     |
| <b>Capitol Automotive</b> |
| <b>Carthage Dodge</b>     |
| <b>Landmark Dodge</b>     |

Michael Benz 636-775-2900-448 [mikeb@behlmann.com](mailto:mikeb@behlmann.com)  
JERRY DUNN 5738935000- [jdunn@capitolcitycars.com](mailto:jdunn@capitolcitycars.com)  
Steve Forrester 417-350-5083 [sforrester@republicford.com](mailto:sforrester@republicford.com)  
Larry J Wilson 816-651-6767 [landmarkdodge1@yahoo.com](mailto:landmarkdodge1@yahoo.com)

**OTHER**

|                           |
|---------------------------|
| <b>Bob Howard Hyundai</b> |
|---------------------------|

Kris Kelley 888-536-3860-1862 [kkelley@bobhowardauto.com](mailto:kkelley@bobhowardauto.com)

**Missouri Department of Transportation  
IFB605CO20000682 Light Duty Vehicles  
Multiple Award**

**BASE ITEM E - New standard equipped 2020 or Newer Half-Ton 4 X 2 Crew Cab Pickup Truck**

|                                                                                                              | <b>Roberts Chevrolet<br/>Buick</b> | <b>Cable Dahmer<br/>Chevrolet LLC</b> | <b>Lou Fusz Chevrolet</b> | <b>Putnam Chevrolet Inc</b>         | <b>Don Brown<br/>Chevrolet</b> |
|--------------------------------------------------------------------------------------------------------------|------------------------------------|---------------------------------------|---------------------------|-------------------------------------|--------------------------------|
| <b>MAKE/MODEL</b>                                                                                            | Chevrolet/Silverado                | 2020 Chevy Silverado 1500             | 2020 GMC SIERRA           | Chevrolet Silverado 1500<br>CC10743 | Chevrolet Silverado Crew Cab   |
| <b>E-85 Compatible (Y/N)</b>                                                                                 | No on V6                           | NO                                    | YES                       | Yes                                 | Requires Option 5 + \$90.00    |
| <b>BASE PRICE Half-Ton 4 X 2 Crew Cab Pickup Truck</b>                                                       | \$23,896.00                        | \$25,250.00                           | \$24,918.00               | \$23,687.00                         | \$23,925.00                    |
| <b>OPTION 1 - Electric trailer brake controller</b>                                                          | \$247.50                           | \$275.00                              | \$1,175.00                | \$650.00                            | \$260.00                       |
| <b>OPTION 2 - Trailer type exterior mirrors in lieu of standard</b>                                          | \$1,008.00                         | \$508.00                              | \$1,147.00                | N/A                                 | N/A                            |
| <b>OPTION 3 - Exterior color to be Federal Standard #595C - DOT Highway Yellow</b>                           | \$405.00                           | \$450.00                              | \$409.00                  | \$409.00                            | \$425.00                       |
| <b>OPTION 4 - Alternate larger V6 gasoline engine</b>                                                        | N/A                                | N/A                                   | \$1,039.00                | N/A                                 | N/A                            |
| <b>OPTION 5 - Alternate V8 gasoline engine</b>                                                               | \$1,255.50                         | \$1,495.00                            | \$1,270.00                | \$1,270.00                          | \$1,287.00<br>\$1,377.00       |
| <b>OPTION 6 - Two Full-length cab steps or running boards. (One on Drivers Side, one on Passenger side.)</b> | \$405.00                           | \$750.00                              | \$660.00                  | \$682.00                            | \$697.00                       |
| <b>OPTION 7 - Short Bed in lieu of Long Bed</b>                                                              | \$270.00                           | (\$300.00)                            | NA                        | (\$250.00)                          | (\$278.00)                     |
| <b>OPTION 8 - Optional Rear Axle Ratio</b>                                                                   | N/A                                | N/A                                   | NA                        | N/A                                 | N/A                            |

|                                                                                       |            |                     |                |            |                |
|---------------------------------------------------------------------------------------|------------|---------------------|----------------|------------|----------------|
| OPTION 9 - Limited Slip Rear Axle                                                     | \$355.50   | \$395.00            | \$350.00       | \$360.00   | \$376.00       |
| OPTION 10 - Auxiliary Upfitter Switches                                               | \$135.00   | \$150.00            | \$140.00       | \$136.00   | \$146.00       |
| OPTION 11 - Bluetooth Capability                                                      | STD        | INCL with STD radio | STANDARD       | Standard   | Standard       |
| OPTION 12 - Upgrade from standard manufacturers all season tires to all-terrain tires | \$180.00   | \$200.00            | \$185.00       | \$360.00   | \$186.00       |
| OPTION 13 - 4WD in lieu of 2WD                                                        | \$2,258.00 | \$3,000.00          | \$2,364.00     | \$3,300.00 | \$2,269.00     |
| OPTION 14 - Additional Set of Keys (Ignition and door locks)                          | \$40.50    | \$45.00             | \$42.00        | \$65.00    | \$42.00        |
| OPTION 15 - Power windows/power door locks                                            | STD        | STD                 | \$635.00       | Standard   | Standard       |
| % of Discount Off MSRP                                                                | \$10.00    | 32.80%              | \$7.90         |            | 10%            |
| STD ARO (DAYS)                                                                        | 60-90      | 60                  | 60-90 DAYS ARO |            | Approx 80 Days |



Commission Order No. 2020-90

First Quarter Term 2020

# COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, February 18, 2020  
Contract/Agreements

**IN THE MATTER OF APPROVING AND AUTHORIZING  
EXECUTION OF A BILL OF SALE WITH ELLIOTT  
DATA SYSTEMS, INC. FOR THE PURCHASE AND  
INSTALLATION OF A VIDEO SURVEILLANCE CAMERA**

**WHEREAS**, for the benefit of Franklin County it is necessary to have a Video Surveillance Camera installed in the Election Equipment Storage Room inside the Franklin County Clerk's Office; and

**WHEREAS**, Franklin County can purchase the desired Video Surveillance Camera from Elliott Data Systems, Inc. for \$1,138.64.00 including installation as shown in the quote attached hereto; and

**WHEREAS**, the Franklin County Commission has determined that the purchase and installation of the Video Surveillance Camera from Elliott Data Systems, Inc. is in the best interest of Franklin County.

**IT IS THEREFORE ORDERED** that the purchase and installation of the Video Surveillance Camera is hereby approved and that Tim Brinker, Presiding Commissioner, is authorized to execute any and all necessary documents on behalf of Franklin County to effectuate the purchase.

**IT IS FURTHER ORDERED** that a copy of this Order be provided to Elliott Data Systems, Inc.; Allen Beckett, Head of Security; Lynne Maloney, Accounts Payable; and Ann Struttmann, Purchasing Agent.

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

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District



SOLUTIONS,  
SUPPORT,  
RESULTS.

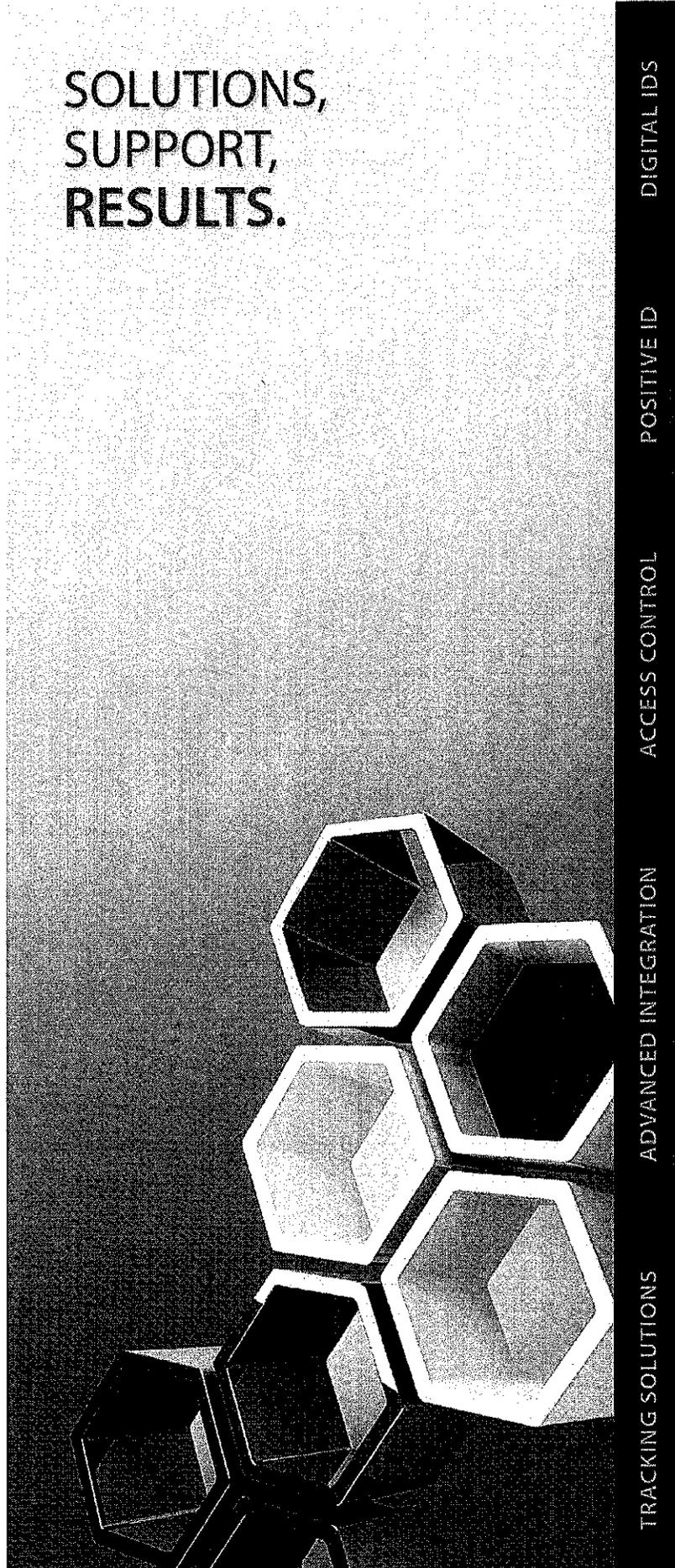
**Budgetary Estimate for  
Identity Solutions**

*Prepared For:*

**Allen Beckett  
Franklin County**

*Prepared By:*

**Matt Buydos**



DIGITAL IDS

POSITIVE ID

ACCESS CONTROL

ADVANCED INTEGRATION

TRACKING SOLUTIONS

Number MBGSQ4630

Date Feb 6, 2020

**Sales Quote**

Valid Thru 3/7/2020

| Sold By                                                   |              |
|-----------------------------------------------------------|--------------|
| Matt Buydos<br>17825 Edison Ave<br>Chesterfield, MO 63005 |              |
| E-Mail                                                    |              |
| Phone                                                     | 636-386-8400 |
| Fax                                                       | 636-386-3072 |

| Sold To                                                              |              |
|----------------------------------------------------------------------|--------------|
| Franklin County<br>Allen Beckett<br>#1 Bruns Lane<br>Union, MO 63084 |              |
| Phone                                                                | 636.584.6861 |
| Fax                                                                  |              |

| Qty                               | Description                                                                                                                   | Unit Price | Ext. Price |
|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------|------------|------------|
| <b>Video Surveillance Cameras</b> |                                                                                                                               |            |            |
| 1                                 | A-37-F - Indoor/Outdoor 3 MP, IR Vandal Dome, 3.6mm @F2.0, 0 Lux with IR, 120dB WDR, PoE, H.264/MJPEG, Progressive Scan CMOS. | \$426.14   | \$426.14   |
|                                   | SubTotal                                                                                                                      |            | \$426.14   |
| <b>Professional Services</b>      |                                                                                                                               |            |            |
| 1                                 | On-Site Installation & Training                                                                                               | \$462.50   | \$462.50   |
| 1                                 | Wiring Materials and Labor                                                                                                    | \$250.00   | \$250.00   |
|                                   | SubTotal                                                                                                                      |            | \$712.50   |

Elliott Data will pull wiring for new camera covering rotunda..

|                                                               |                   |
|---------------------------------------------------------------|-------------------|
| <b>SubTotal</b>                                               | \$1,138.64        |
| <b>PLEASE ALLOW FOR<br/>APPLICABLE TAXES AND<br/>SHIPPING</b> |                   |
| <b>Total</b>                                                  | <b>\$1,138.64</b> |

PRICES BASED UPON TOTAL PURCHASE - PRICES GOOD FOR 30 DAYS UNLESS NOTED ABOVE - UP TO 3% HANDLING MAY BE ADDED FOR CREDIT CARD PAYMENTS - MINIMUM 25% RESTOCKING FEE WITH ORIGINAL PACKAGING - THIS DATA SHALL NOT BE DISCLOSED OUTSIDE RECIPIENT AND SHALL NOT BE DUPLICATED, USED, OR DISCLOSED IN WHOLE OR IN PART FOR ANY PURPOSE OTHER THAN TO EVALUATE THE PROPOSAL, INTERNALLY BY THE CUSTOMER - ELLIOTT DATA SYSTEMS IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS AND/OR OMISSIONS

|              |       |
|--------------|-------|
| <b>Terms</b> | Net30 |
|--------------|-------|

## General Terms and Conditions

General terms and conditions are as stated below. Any deviations from the standard terms and conditions outlined will be listed on the project quote or project scope documents.

- Equipment Availability. If proposed or quoted hardware is discontinued from production prior to order being accepted by Elliott Data, Elliott will supply equivalent model(s) at prevailing pricing.
- Scope of Work. Most project quotations or estimates requiring any data integration, customer supplied components or resources will be accompanied by scope of work outlining the project goals and responsibilities of both parties. Changes to the scope of work after project work is initiated may result in changes to the initial project quotation.
- Restocking Fee. A restocking fee of 25% will apply to any approved returns. An RMA is required to any returns. Items returned without an RMA will not be accepted by our receiving department. Some items may be non-refundable.
- Purchase Price. Prices listed on quote are based on total purchase of complete solution. Eliminating certain line items may require that a new quotation be issued.
- Unknown/Concealed Conditions. If unknown or concealed conditions affect the installation/operation of the solution, Elliott will promptly notify the customer. The investment cost may be adjusted for such unknown or concealed conditions if additional material or labors are required.
- Non-Transferable. Any software licenses purchased by a customer are owned by that customer and cannot be sold or transferred to different customer without written approval from Elliott Data or the appropriate software issuer.
- Limitation of Liability. In no event will Elliott be liable for any indirect, incidental, consequential, special, or exemplary damages arising from or in connection with your use or inability to use either the Elliott solution or any other products or services following delivery of solution described herein, even if Elliott has been advised of the possibility of such damages. Elliott is not responsible for typographical errors and/or omissions.

## Customer Responsibilities

- Items Required/Customer supplied PCs. Provide a ready site for setup and installation of system. This includes: Computers, Network Connections (when required by application), Power, Appropriate Work Area, and any other Device or item being supplied by customer as stated in the above scope.
  - Customer Furnished Equipment (CFE) must meet current Elliott specifications. Specifications may be documented on the main quote or the scope of work document. Elliott may require CFE to be delivered to Elliott in advance of on-site installation for software load and configuration. Data and application back-up of CFE is solely the customer's responsibility. Elliott is not responsible for any data lost on CFE. PCs, servers, networks, software applications, and other peripherals supplied by the customer are not covered under the terms of any Elliott warranty or service agreement and support calls related to these items are billable at established service rates.
  - Power provided at installation site by customer must meet the following: **dedicated and isolated** low impedance grounded 120v AC, 15/20/30 amp receptacles with UPS or Power Conditioner if required.
- Pre-Installation Details. It is the customer's responsibility to participate in any pre-installation meetings or communications. Failure to provide information as requested may delay installation or increase installation costs.
- Data and Graphics. Data provided to Elliott by customer must be properly formatted it is also imperative that the data not be corrupt or outdated. Elliott is not responsible for corrupt or outdated data. Images and logos provided

to Elliott should be of the proper size and resolution according to their use in the project and must be provided in an appropriate format. Sample or Test data may be requested for pre-installation use.

- - Specifications for data and images/graphics will be provided in advance by Elliott. Any professional services required to clean or format provided data/graphic files will be billed at established rates.
- Remote Access. Customer to provide remote access to system and or network for Elliott.
- Primary Contacts/IT Support. Customer is to provide a primary point of contact that is authorized to coordinate installation schedules and make decisions regarding system design. During the installation, the customer's IT personnel need to be available to our installing technician if there is any custom, or network integration to be performed. If required, network access, administrative rights, etc. should be readily available through customer's IT staff in order to insure a timely installation process. Customer will ensure that its employees co-operate fully with Elliott and that such employees shall be qualified to carry out any tasks which they may be assigned in relation to the project.

### **Elliott Responsibilities**

- Installation/Configuration. Elliott will configure and install the proposed solution at customer's location as directed and agreed upon with customer in the scope of project.
  - Installations and Service will be performed during normal business hours, defined as: Monday through Friday between the hours of 8:00 am and 5:00 pm CST. On rare occasions, installations and service may take place outside of these days/hours. If customer requests/causes installations/service to take place outside of normal business hours, customer will be billed at an hourly rate equal to time and one-half of Elliott's usual published service rates. Additional on-site trips required due to site-not-ready issues or other customer related issues not caused by Elliott will be billed at Elliott usual published service rates.
- Training. Training details and specifics will be outlined in the project scope of work.

### **Enhancements, Support, and Warranty**

- Enhancements. Elliott and its partners are continually developing enhancements to our entire product line which are packaged into periodically released updates. The release dates and upgrade schedule varies according to product. In order to receive the current version of our software you must have a current Software Maintenance Agreement (SMA). Legacy versions of software may be subject to limited support. SMA coverage applies to the respective product(s) purchased by the customer and the customer is entitled to any upgrades available for the respective product. Elliott accepts input and feedback for requests and suggestions for product enhancements. We maintain a process of regularly reviewing and evaluating requests so that they can be added to our product roadmaps as required and as resources allow.
- Support. Elliott strives to provide world class support to our customers through a variety of methods, including Telephone Support, Remote Support Tools, and On-Site Support. Elliott strongly recommends a Preventive Maintenance Agreement (PMA) for equipment and an SMA for the same term. An Elliott PMA offers preferential response times, loaner equipment, regularly scheduled preventive maintenance check-ups, as well as unlimited emergency support.

- Warranty. Warranty terms and conditions offered by Elliott will be itemized on the attached quote or supporting documentation. Manufacturer's warranty for supplied equipment may supersede warranty provided by Elliott.

### Non-Disclosure Agreement

- Reproduction. The Receiving Party agrees not to reproduce any Confidential Information, will cease using it upon receipt of a written request to do so, and with respect to such information provided in writing or in some other tangible form, will return it to the Disclosing Party immediately upon receipt of a written request to do so.
- Hold in Confidence. The Receiving Party agrees to hold in confidence and not directly or indirectly to reveal, report, publish, disclose or transfer any of the Confidential Information to any person or entity other than a key employee, agent, counsel, accountant or other advisor (a "Representative") who has a need to know such Confidential Information for the purpose of this Agreement. The Receiving Party will not utilize any of the Confidential Information for any purpose at any time other than as contemplated by this Agreement. Before any such Confidential Information is disclosed to any Representative, each such person shall be informed of the confidential nature of such information and material and shall agree to comply, in writing, with the use and non-disclosure provisions of the Mutual Confidentiality and Non-Disclosure Agreement.

### Billing Terms

- Payment Terms. The payment terms for this solution as listed on the primary quote are: Net30
- Payment Terms Definitions.

Down = Specified % Due with signed quote and/or purchase order  
Delivery = Specified % Payment due upon initial delivery of goods or services  
Live = Specified % Payment due when system is determined "live" by EDS

### Agreement

This proposal agreement contains the agreement between you and Elliott regarding the matter(s) referred to herein and the fees, Charges, and expenses to be paid relative thereto.

Accepted and Agreed:

Name: Allen Beckett

Title:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

PO#: \_\_\_\_\_

Total Amount \$1,138.64



# COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, February 18, 2020  
Contract/Agreements

**IN THE MATTER OF APPROVING AND  
AUTHORIZING EXECUTION OF A CONTRACT  
FOR FIRST RESPONDER COMPREHENSIVE  
SERVICES FROM LIFE COUNSELING CENTERS**

**WHEREAS**, it is important for Franklin County to give our First Responders the coping skills and tools necessary to stay healthy on the job; and

**WHEREAS**, Life Counseling Centers offers First Responder Comprehensive Services and makes a commitment to have personal relationships with qualified specialists to ensure every client in need of outside help gets to the right person and has an understanding of the Police/First Responder culture which helps the client feel comfortable and understood; and

**WHEREAS**, the First Responder Comprehensive Services offered by Life Counseling Centers offers Mandatory Wellness Visits and Special Circumstance Referrals which allows 18 Detectives two visits per year at a price of \$65.00 per every 50 minute session equaling an annual cost of \$2,340.00. Special Circumstance Referrals will be charged \$65.00 per every 50 minute session; and

**WHEREAS**, this proposal is effective February 1, 2020 – February 1, 2023 and is subject to an annual appropriation of funds. A new contract will serve for three (3) years with an option to renew after two (2) years with no price increase for five (5) years; and

**WHEREAS**, the Franklin County Commission has determined that the purchase of First Responder Comprehensive Services from Life Counseling Centers is in the best interest of Franklin County.

**IT IS THEREFORE ORDERED** that the purchase of First Responder Comprehensive Services from Life Counseling Centers is hereby approved and that Tim Brinker, Presiding Commissioner, is authorized to execute any and all necessary documents on behalf of Franklin County to effectuate the purchase.

**IT IS FURTHER ORDERED** that a copy of this Order be provided to Craig Politte MA LPC, Life Counseling Centers; Steve Pelton, Sheriff; and Ann Struttmann, Purchasing Agent.

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

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District

Proposal  
For  
First Responder Comprehensive Services  
(EAP)

Presented to:

Franklin County Sheriff Department

Presented By:

Life Counseling Centers

Craig Politte MA LPC Director

314-720-8730

[craigpolitte@lifecounselingcenters.com](mailto:craigpolitte@lifecounselingcenters.com)

Employee Assistance Program

Submittal Date: January 27, 2020

Submitted by:

**Craig Politte MA LPC**

**Director/Therapist**

**Life Counseling Centers**

**Resources:** Life Counseling Centers values the importance of outside resources. We make a commitment to have personal relationships with qualified specialists to ensure every client in need of outside help gets to the right person. Furthermore, the outside relationships we have understand the Police/First Responder culture which helps the client feel comfortable, understood and trust is formed.

### **Mandatory Wellness Visit**

Detectives from specialized units are given coping skills and tools necessary to stay healthy on the job. This is outside the scope of Therapy, but if Therapy is needed, a proper referral will be made.

### **Special Circumstance Referrals**

Any employee can be referred for circumstances the department seems fit. This is outside the Mandatory Wellness Check and is considered Mental Health Therapy and/or Fit For Duty evaluation. This referral is authorized for up to 8 sessions at program price. Thereafter, the cost of the sessions will be the responsibility of the client unless special requests are made from his/her Department.

### **Quality Assurance**

- Confidentiality is the highest priority and importance to Life Counseling Centers
- Life counseling staff attends annual training in HIPPA and periodically conducts random checks with Therapists to ensure continued compliance.
- Case management: Each client who utilizes services works directly with Therapist. Director meets with Therapists regularly to ensure employee is obtaining best services and resources.
- Surveys: Client satisfaction surveys, client organization satisfaction surveys, consultation surveys, assessment and training surveys to ensure Life Counseling Centers are meeting the needs of the employees and department.

**Cost summary- Mandatory Wellness Visit and Special Circumstance Referral**

\$65 per 50min session per Detective/Employee

18 Detectives X 2 visits per year for each Detective= \$2,340.00

Special Circumstance Referrals will be charged \$65 per 50min session.

In summary, the following services are included in the pricing above:

**FRCSS Mandatory Wellness Visit**

- Psychoeducation on effects of Job
- Tools and skills necessary to stay healthy in their career
- Literature/emails containing current studies on Police Officer's mental health along with guidance for same.

**FRCSS Special Circumstance Referral**

- Up to 8 sessions
- Formal management referrals
- Substance abuse screening/ counseling
- Psychological assessments for fit for duty (non-testing)

This proposal is effective February 1, 2020- February 1, 2023. subject to annual appropriation of funds. A new contract will serve for 3 years with an option to renew after 2 years with no price increase for 5 years.

Respectfully submitted:

Life Counseling Centers  
Craig F Politte MA LPC  
Director/Therapist  
655 Craig Rd Ste 336  
314-720-8730



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, February 18, 2020  
Quit Claim Deed

**IN THE MATTER OF AUTHORIZING EXECUTION  
OF A QUIT CLAIM DEED IN FAVOR OF THE CITY  
OF PACIFIC, MISSOURI PERTAINING TO CERTAIN  
PORTIONS OF BLOSSOM SLOPE SUBDIVISION**

**WHEREAS**, to cooperate with the City of Pacific and to meet the needs of the citizens of Pacific the Franklin County Commission has determined that it is in the best interest of all parties to transfer ownership of the necessary portions of Blossom Slope Subdivision to the City of Pacific; and

**WHEREAS**, an objective of Franklin County is to cooperate with the municipalities within Franklin County whenever such is reasonably possible so as to best serve the citizens of Franklin County; and

**WHEREAS**, a copy of the necessary Quit Claim Deed is attached hereto and is incorporated by reference herein.

**IT IS THEREFORE ORDERED** by the County Commission of Franklin County that the above referenced Quit Claim Deed pertaining to portions of Blossom Slope Subdivision is hereby approved and that the Presiding Commissioner is authorized to execute said Quit Claim Deed on behalf of Franklin County.

**IT IS FURTHER ORDERED** that Tim Baker, County Clerk, cause a copy of this Order and the executed deed be forwarded to Steve Myers, Mayor of the City of Pacific, Missouri, so that the City of Pacific can authorize acceptance of the applicable parcels and can thereafter have the Quit Claim Deed recorded in the Office of the Recorder of Deeds for Franklin County, Missouri.

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

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District

---

**Space Above for Recorder's Use Only**

**DOCUMENT COVER SHEET**

**TITLE OF** Quit Claim Deed

**DATE OF DOCUMENT:** February 18, 2020

**GRANTOR(S) NAME:** County of Franklin, Missouri  
**Mailing Address:** 400 E. Locust Street  
Union, Missouri 63084

**GRANTEE(S) NAME:** City of Pacific, Missouri  
**Mailing Address:** 300 Hoven Drive  
Pacific, Missouri 63069

**MISSOURI QUIT CLAIM DEED**

**THIS DEED**, made on the 18<sup>th</sup> day of February, 2020, by and between County of Franklin, Missouri, whose mailing address is 400 E. Locust Street, Union, Missouri 63084 (“**Grantor**”), and City of Pacific, Missouri, whose mailing address is 300 Hoven Drive, Pacific, Missouri 63069 (“**Grantee**”).

**WITNESSETH**, that **Grantor**, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, paid by **Grantee**, (the receipt of which is hereby acknowledged), does by these presents, REMISE, RELEASE, and FOREVER QUIT-CLAIM unto the said **Grantee**, the following described lots, tracts or parcels of land, lying, being and situated in the County of St. Charles and State of Missouri, to-wit:

Lot No. 22 of Blossom Slope Subdivision as shown of record in Plat Book H, page 27 in the Franklin County Recorder of Deeds Office, said subdivision being part of Lots 10 and 11 of the Keatley Subdivision in the East half of Section 11, Township 43 North, Range 2 East of the 5<sup>th</sup> P.M., as shown of record at Deed Book 5, pages 12 through 15 in the Franklin County Recorders of Deeds Office.

**TO HAVE AND TO HOLD THE SAME**, with all the rights, immunities, privileges and appurtenances, thereto belonging unto Grantees and their assigns forever; so that neither the Grantor, 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 Property or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

**IN WITNESS WHEREOF**, Grantor and Grantee have executed these presents on the day and year first above written.

Grantor

Name: \_\_\_\_\_  
Title: Presiding Commissioner

SEAL

Attest: \_\_\_\_\_  
Tim Baker, County Clerk

Grantee

\_\_\_\_\_  
Steve Myers. Mayor

Seal:

Attest: \_\_\_\_\_  
Kim Barfield, City Clerk

STATE OF Missouri )  
 ) SS:  
COUNTY OF Franklin )

On this \_\_\_\_\_ day of February, 2020, before me personally appeared Tim Brinker, who being by me duly sworn did say that he is the Presiding Commissioner of the County of Franklin, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said County, and that said instrument was signed and sealed on behalf of said County, by authority of its County Commission, and said Tim Brinker acknowledged said instrument to be the free act and deed of said County.

IN TESTIMONY WHEREOF, I have hereunto set me hand and affixed my official seal in the County and State aforesaid, the date and year first above written.

My Term Expires: \_\_\_\_\_  
Notary Public

STATE OF Missouri )  
 ) SS:  
COUNTY OF Franklin )

On this \_\_\_\_\_ day of February, 2020, before me personally appeared Steve Myers, who being by me duly sworn did say that he is the Mayor of the City of Pacific, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its Board of Aldermen, and said Steve Myers acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set me hand and affixed my official seal in the County and State aforesaid, the date and year first above written.

My Term Expires: \_\_\_\_\_  
Notary Public



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, February 18, 2020  
Report

**IN THE MATTER OF  
APPROVING THE CONSENT  
AGENDA AND ALL THE  
ITEMS LISTED THEREON**

**WHEREAS**, in the course of the daily operation of county government certain routine actions are necessary; and

**WHEREAS**, certain of the routine items referred to above involve either the issuance of licenses, the receipt of funds or the authorization of accounts payable and/or abstract of fees; and

**WHEREAS**, the approval of such routine matters can be approved through the use of a "Consent Agenda"; and

**WHEREAS**, in order to afford a better record of what has been approved through the use of the Consent Agenda it has been determined that it would be appropriate to pass a commission order weekly which approves all items contained in the Consent Agenda.

**IT IS THEREFORE ORDERED** by the County Commission of Franklin County that the Consent Agenda for February 18, 2020 addressing the below listed items is hereby approved, to wit:

**Fees:**  
Building Department Fees – January 2020  
Recorder of Deeds Fees – January 2020

**Liquor Licenses:** St. Ann Church – March 29, 2020

**Auctioneer License:**

**Other:**

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

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District

**BUILDING DEPARTMENT'S MONTHLY REPORT**  
**FUND 450**

**REPORT FOR MONTH OF JANUARY 2020 OF RECEIPTS**  
**GIVEN TO THE FRANKLIN COUNTY TREASURER**

Receipts:

|                   |                    |    |           |
|-------------------|--------------------|----|-----------|
| 450-000-342-17-00 | Sale of Books      | \$ | 0         |
| 450-000-342-28-00 | Review/Permit Fees | \$ | 28,604.35 |
| 450-000-369-10-00 | Forfeited Escrow   | \$ | 1,800.00  |
| 450-000-369-10-00 | Miscellaneous      | \$ | 140.00    |

|                 |  |    |           |
|-----------------|--|----|-----------|
| Total Receipts: |  | \$ | 30,544.35 |
|-----------------|--|----|-----------|

Less Disbursements:

|                   |                         |    |           |
|-------------------|-------------------------|----|-----------|
| 450-661-110       | Refunds                 | \$ | 0         |
| 450-632-580-14-00 | Miscellaneous           | \$ | 0         |
| 450-632-580-11-00 | Ending Receipts Balance | \$ | 30,544.35 |

COPY OF REGISTER OF RECEIPTS GIVEN TO TREASURER ATTACHED

**FRANKLIN COUNTY**

**Fund Transaction Summary With Interest**

Criteria: {RPTFranklinFMXFUS01Vw.TndrDate} >= #1/1/2020# AND {RPTFranklinFMXFUS01Vw.TndrDate} <= #1/31/2020#

| Account Number          | Fund Name                            | Count                        | Total Fund Amount |
|-------------------------|--------------------------------------|------------------------------|-------------------|
| -2                      | ESCROW PAYMENT FUND                  | 8                            | 4,451.00          |
|                         | <b>Subtotal for -2:</b>              | <b>8</b>                     | <b>4,451.00</b>   |
| -4                      | CHARGE FUND                          | 234                          | 12,050.50         |
|                         | <b>Subtotal for -4:</b>              | <b>234</b>                   | <b>12,050.50</b>  |
| 100                     | GENERAL FUND                         | 2,241                        | 51,017.13         |
| 100                     | GENERAL FUND INTEREST                | 1                            | 18.19             |
|                         | <b>Subtotal for 100:</b>             | <b>2241</b> <del>2242</del>  | <b>51,035.32</b>  |
| 200                     | COUNTY SPECIAL TRUST FUND            | 26                           | 130.00            |
|                         | <b>Subtotal for 200:</b>             | <b>26</b>                    | <b>130.00</b>     |
| 300                     | NON-STD REC PRES                     | 27                           | 675.00            |
| 300                     | RECORDERS PRESERVATION FUND          | 1,610                        | 3,220.00          |
| 300                     | RECORDERS PRESERVATION FUND INTEREST | 1                            | 2.59              |
|                         | <b>Subtotal for 300:</b>             | <b>1637</b> <del>1,638</del> | <b>3,897.59</b>   |
| 400                     | 6.00 CERF                            | 19                           | 114.00            |
| 400                     | CERF FUND                            | 1,610                        | 11,270.00         |
| 400                     | CERF FUND INTEREST                   | 1                            | 3.30              |
|                         | <b>Subtotal for 400:</b>             | <b>1629</b> <del>1,630</del> | <b>11,387.30</b>  |
| 500                     | MO CHILDREN'S TRUST COPY FUND        | 153                          | 1,162.00          |
| 500                     | STATE CHILDRENS TRUST FUND           | 26                           | 390.00            |
|                         | <b>Subtotal for 500:</b>             | <b>179</b>                   | <b>1,552.00</b>   |
| 600                     | STATE PRESERVATION FUND              | 1,610                        | 3,220.00          |
|                         | <b>Subtotal for 600:</b>             | <b>1,610</b>                 | <b>3,220.00</b>   |
| 700                     | MISSOURI HOUSING FUND                | 1,584                        | 4,752.00          |
|                         | <b>Subtotal for 700:</b>             | <b>1,584</b>                 | <b>4,752.00</b>   |
| 800                     | STATUTORY POOL FUND                  | 1,584                        | 3,168.00          |
|                         | <b>Subtotal for 800:</b>             | <b>1,584</b>                 | <b>3,168.00</b>   |
| 900                     | RECORDERS TECHNOLOGY FUND            | 1,584                        | 1,980.00          |
|                         | <b>Subtotal for 900:</b>             | <b>1,584</b>                 | <b>1,980.00</b>   |
| <b>Collected Total:</b> |                                      |                              | <b>85,573.21</b>  |
| <b>Charged Total:</b>   |                                      |                              | <b>12,050.50</b>  |
| <b>Grand Total:</b>     |                                      |                              | <b>97,623.71</b>  |

End of Report

  
 \_\_\_\_\_  
 Jennifer L. Metcalf, Recorder of Deeds

**FRANKLIN COUNTY**

**Fee Transaction Summary Report by Account Number**

Criteria: {RptFMXFES01\_RPTPr.TndrDate} >=#1/1/2020# AND {RptFMXFES01\_RPTPr.TndrDate} <=#1/31/2020#

| Account Number      | Fee Name                   | Count              | Total Fee Amount |
|---------------------|----------------------------|--------------------|------------------|
| 1                   | CERTIFIED ML FEE           | <del>153</del> 166 | 1,494.00         |
|                     | <b>Subtotal for 1:</b>     | <b>153</b>         | <b>1,494.00</b>  |
| -1                  | CHARGE PAYMENT FEE         | 17                 | 13,141.50        |
|                     | <b>Subtotal for -1:</b>    | <b>17</b>          | <b>13,141.50</b> |
| 10                  | NON STANDARD FEE           | 27                 | 675.00           |
|                     | RECORDING FEE              | 7                  | 70.00            |
|                     | <b>Subtotal for 10:</b>    | <b>34</b>          | <b>745.00</b>    |
| -2                  | ESCROW PAYMENT FEE         | 8                  | 4,451.00         |
|                     | <b>Subtotal for -2:</b>    | <b>8</b>           | <b>4,451.00</b>  |
| 20                  | COPY FEE                   | 288                | 7,194.00         |
|                     | <b>Subtotal for 20:</b>    | <b>288</b>         | <b>7,194.00</b>  |
| 21                  | POSTAGE FEE                | 104                | 104.00           |
|                     | <b>Subtotal for 21:</b>    | <b>104</b>         | <b>104.00</b>    |
| 22                  | GIS MAPPING FEE            | 10                 | 1,000.00         |
|                     | <b>Subtotal for 22:</b>    | <b>10</b>          | <b>1,000.00</b>  |
| 32                  | PLAT FEE                   | 13                 | 702.00           |
|                     | <b>Subtotal for 32:</b>    | <b>13</b>          | <b>702.00</b>    |
| 363 *               | COMPUTER SERVICE FEE       | 36                 | 6,698.13         |
|                     | <b>Subtotal for 363:</b>   | <b>36</b>          | <b>6,698.13</b>  |
| 374                 | INTEREST OR INVESTMENT FEE | 1                  | 24.08            |
|                     | <b>Subtotal for 374:</b>   | <b>1</b>           | <b>24.08</b>     |
| 659 *               | REPORT FEE                 | 14                 | 1,780.00         |
|                     | <b>Subtotal for 659:</b>   | <b>14</b>          | <b>1,780.00</b>  |
| 910                 | MARRIAGE LICENSE FEE       | 26                 | 1,196.00         |
|                     | <b>Subtotal for 910:</b>   | <b>26</b>          | <b>1,196.00</b>  |
| 93904               | DEED FEE                   | 1,566              | 59,094.00        |
|                     | <b>Subtotal for 93904:</b> | <b>1,566</b>       | <b>59,094.00</b> |
| <b>Grand Total:</b> |                            | <b>2,270</b>       | <b>97,623.71</b> |

End of Report

\* Comp. Sys. = 8478.13

# APPLICATION FOR COUNTY LIQUOR LICENSE

JANUARY 30, 2020  
(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer CARL J SCHEBLE

Company \_\_\_\_\_

D/B/A (Business Name) ST ANN CHURCH

The undersigned hereby makes application for a license to be granted by the County Commission of the aforesaid County for the sale of:

For a Catering or Picnic License – Date and Place of Event ST ANN CHURCH - MARCH 29, 2020

For a Catering or Picnic License – Address of Event 7851 HWY YV WASHINGTON MO 63090

All other Licenses – List what type of License applying for: \_\_\_\_\_

|                    |                   |           |              |
|--------------------|-------------------|-----------|--------------|
| <u>7851 HWY YV</u> | <u>WASHINGTON</u> | <u>MO</u> | <u>63090</u> |
| Business Address   | City              | State     | Zip Code     |

|                                                      |       |       |          |
|------------------------------------------------------|-------|-------|----------|
| _____                                                | _____ | _____ | _____    |
| Mailing Address (if different than Business Address) | City  | State | Zip Code |

I, hereby certify that I am a qualified legal voter and taxpaying citizen of the State of Missouri and of good moral character and that I have not been convicted since the ratification of the 21<sup>st</sup> amendment to the Constitution of the United States of a violation of the provisions of any law of the State of Missouri relating to the manufacture or sale of intoxication or non-intoxication liquor, or has any license for the sale of intoxicating or non-intoxication liquor heretofore issued to me been revoked, nor do I employ any person who has been convicted of such violations or whose license has been so revoked; that I am able to furnish bond to the State of Missouri in the sum required by law for the performance of my duties as such licensed seller of intoxicating or non-intoxication liquor. That no distiller, wholesaler, winemaker or brewer or the employee, officer or agent of such, has directly or indirectly financially furnished me with financial aid, money or credit except ordinary commercial credit for the transaction of my business or is directly or indirectly financially interested in said business.

It is expressly understood and agreed by me that any license issued hereunder shall not be effective until I shall have applied for and been granted a license by the Supervisor of Liquor Control of the State of Missouri and shall have applied for and been granted a license by the above mentioned city, if such license be required by ordinance. It is also expressly understood and agreed that the license theretofore granted to me by the County Commission may be revoked by said Commission at any time upon proper showing of any violation by me or my employees of any law of the State of Missouri or of any regulation, ordinance or rule of aforesaid City concerning said business of selling intoxication or non-intoxication liquors and upon revocation thereof I shall not be entitled to the refund in whole or in part of the fee paid for this license.

The undersigned applicant affirms that they will comply with the state and federal government immigration employment laws and verify the employment eligibility of all employees of the Applicant by using the E-verify system created by the federal government for use in confirming employment eligibility by employers.

I hereby tender the sum of \$ 28.00 as payment of the fee required by this license.

Carl Scheble  
Signature of State Applicant / Managing Officer

636-239-3222 | CARL.SCHEBLE@gmail.com  
Phone Number / Email Address

Subscribed and sworn before me this 10<sup>th</sup> day of February, 20 20 CS

Return and Make Check Payable to:  
Franklin County Clerks Office  
400 E Locust, Room 201  
Union, MO 63084

Tom Blum  
(County Clerk or Public Notary Signature)

LATE FEE \$25 PER MONTH  
LATE RENEWAL  
Questions call 636-583-6355

R  F  A  B  S  In Office Use # 25



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, February 18, 2020  
Contract/Agreements

**IN THE MATTER OF APPROVING AND  
AUTHORIZING EXECUTION OF AN  
AGREEMENT FOR FAMILY THERAPY  
SERVICES WITH WILLIAM J. CUNNINGHAM**

**WHEREAS**, Missouri law requires that each County provide sufficient funds to the Juvenile Office with which to retain professionals to provide family therapy services; and

**WHEREAS**, the Franklin County Juvenile Office has recommended contracting with William J. Cunningham, Ph.D. for the provision of family therapy services in exchange for an annual compensation of \$12,000 to be paid monthly at the rate of \$1,000, subject to the terms of the agreement as attached hereto; and

**WHEREAS**, William J. Cunningham, Ph.D. has agreed to provide family therapy services to the Juvenile Office for the above referenced compensation and subject to the terms of said agreement.

**IT IS THEREFORE ORDERED** that the Agreement with William J. Cunningham, Ph.D. is hereby approved and accepted and the Presiding Commissioner is authorized to execute any and all necessary documents on behalf of the County of Franklin and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of and as the act and deed of the County.

**IT IS FURTHER ORDERED** that an executed copies of said Agreement and a copy of this Order be provided to William J. Cunningham, Ph.D.; Nikki Holdmeier, Juvenile Officer; and to Ann Struttmann, Purchasing Agent.

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

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District

## **AGREEMENT FOR FAMILY THERAPY SERVICES**

AGREEMENT, dated this 1<sup>st</sup> day of January, 2020 between the County of Franklin, Missouri, the Juvenile Office of the Twentieth Judicial Circuit (hereinafter Twentieth Circuit) and William J. Cunningham, Ph.D. (hereinafter Family Therapist).

1. Agreement for Services. In exchange for the mutual promises herein contained the parties hereto enter into this Agreement whereby Family Therapist shall perform the required Family Therapy Services in accordance with the terms of this Agreement.
2. Term. The Term of this Agreement shall be for one (1) year and shall begin on January 1, 2020 and renew for additional terms of one (1) year each unless sooner terminated by either party as hereinafter set forth. This Agreement is subject to annual appropriation of sufficient funds by the Franklin County Commission.
3. Compensation. Twentieth Circuit shall pay the Family Therapist for legal services rendered a monthly rate of One Thousand Dollars (\$1,000.00), payable on the 15th day of each month. The parties acknowledge that the Family Therapist is an independent contractor and shall not be entitled to any other compensation or benefits. Compensation for family therapy services rendered by the Family Therapist shall be governed by the directives of the Twentieth Judicial Circuit Juvenile Office.
4. Duties. The Family Therapist shall serve under this Agreement for Family Therapy Services to include, but not be limited to, consulting Deputy Juvenile Officers on the psychological and family dynamics assessment of their cases, maintaining a caseload of a maximum of five (5) families to be seen for family therapy, managing paperwork and providing updates for those five (5) families, and conducting group sessions for juveniles on an as needed basis.

5. Extent of Services. The Family Therapist shall devote his time and attention to the Twentieth Circuit's business through the Twentieth Judicial Circuit Juvenile Office as needed during the term of this Agreement, with the expectation that service hours shall be hours per month as the caseload requires.
6. Termination without Cause. The County of Franklin or the Twentieth Circuit may without cause terminate this Agreement at any time by giving thirty (30) days' written notice to the Family Therapist. In that event, the Family Therapist, if requested by the Twentieth Circuit, shall continue to render his services, and shall be paid his regular compensation up to the effective date of termination. The Family Therapist may without cause terminate this Agreement by giving thirty (30) days' prior notice to the County of Franklin or the Twentieth Circuit. In such event, the Family Therapist shall continue to render her services and shall be paid his regular compensation up to the date of termination.
7. Notices. Any notice required or desired to be given under this Agreement shall be deemed given if in writing sent by regular mail to the Family Therapist's office, by regular mail to the County of Franlin, Missouri, Attn: Presiding Commissioner, 400 E. Locust Street, Union, Missouri 63084, or to the Twentieth Circuit by regular mail to the Juvenile Officer of the Twentieth Judicial Circuit.
8. Entire Agreement. This Agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and

year first above mentioned.

FAMILY THERAPIST

By: \_\_\_\_\_  
William J. Cunningham, Ph.D.

COUNTY OF FRANKLIN

By: \_\_\_\_\_  
Tim Brinker  
Presiding Commissioner

TWENTIETH JUDICIAL CIRCUIT, MISSOURI

By: \_\_\_\_\_  
I.I. Lamke, Presiding Judge