



County Commission

Regular Meeting Agenda

400 East Locust Street, Room 201

Union, MO 63084

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

Tuesday, June 16, 2020

10:00 AM

Commission Chambers

Opening

I. Call to Order

II. Navigate Building Solutions Presentation

III. Minutes Approval

1. Tuesday, June 09, 2020
2. Tuesday, June 09, 2020
3. Thursday, June 11, 2020

IV. Public Request for Discussion/Action

V. Action Items

- a. Commission Order 2020-165** In the Matter of Adopting an Employee Personnel Policy for Designated Employees of the County of Franklin, Missouri
- b. Commission Order 2020-279** In the Matter of Authorizing Acceptance of a Grant for the July 4th DWI Enforcement Campaign and Authorizing Execution Thereof
- c. Commission Order 2020-280** In the Matter of Approving and Authorizing Execution of an Agreement with the Missouri Department of Health and Senior Services Pertaining to Public Health Preparedness
- d. Commission Order 2020-281** In the Matter of Approving an Amendment to Sale Contract for the Sale of Certain Real Property Located on South Point Road in the City of Washington, Missouri
- e. Commission Order 2020-282** In the Matter of Authorizing Renewal of a Maintenance Agreement with Spatial Data Research
- f. Commission Order 2020-283** In the Matter of Authorizing Execution of a Certification of Capacity to Store Vaccine and Provider Participation Agreement for the Vaccines for Children Program
- g. Commission Order 2020-284** In the Matter of Approving a Limited License Agreement with Gasconade County E-911 for the Use of GIS Data Developed by Franklin County
- h. Commission Order 2020-285** In the Matter of Accepting the Proposal of Schmanke Law Office for Treatment Court Criminal Defense Attorney Services and Approving and Authorizing Execution of an Agreement for Legal Services with Paul Schmanke, Attorney at Law

- i. **Commission Order 2020-286** In the Matter of Approving the Consent Agenda and all the Items Listed Thereon

VI. Discussion Items and Reports

A. Elected Official and Departmental Reports (as needed)

B. Commission Discussion

VII. Retirement Recognition

a) Ron Williams – 5+ Years

b) Tim Hoeing – 30+ Years

c) Keith Sells – 12+ Years

VIII. Adjournment



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, June 16, 2020
Policy

**IN THE MATTER OF ADOPTING AN
EMPLOYEE PERSONNEL POLICY
FOR DESIGNATED
EMPLOYEES OF THE COUNTY OF
FRANKLIN, MISSOURI**

WHEREAS, the Missouri Constitution, the Revised Statutes of Missouri including, but not limited to, Chapters 49 and 50 RSMo., as well as rules and regulations from the United States Department of Labor, provide the authority for the County Commission of Franklin County, Missouri to personnel rules and regulations for County employees; and

WHEREAS, the County Commission of the County of Franklin, Missouri has previously adopted a personnel policy for designated employees of the County of Franklin, Missouri; and

WHEREAS, the County Commission of the County of Franklin, Missouri has determined that the existing personnel policy is in need of revision; and

WHEREAS, the County Commission of the County of Franklin, Missouri has reviewed the proposed personnel policy.

IT IS THEREFORE ORDERED, by the County Commission of the County of Franklin, Missouri, that the Personnel Policy Manual dated June 16, 2020 marked Exhibit A and attached hereto and incorporated herein by reference as if fully set forth is hereby approved and adopted as the personnel policy manual for the employees designated therein.

IT IS FURTHER ORDERED that a copy of this Order be provided to Tim Baker, County Clerk, Lauren Graham, Human Resources Director, Rhonda Parks, Payroll Clerk, Angela Gibson, County Auditor, Debbie Aholt, County Treasurer, Tom Copeland, County Assessor, Doug Trentmann, County Collector, Jennifer Metcalf, County Recorder, Mary Jo Straatmann, Public Administrator, and Matthew C. Becker, Prosecuting Attorney.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

County of Franklin, Missouri

Personnel Policy Manual

For the Offices of the:

- Assessor
- Auditor
- Building
- Collector of Revenue
- County Clerk
- County Commission
 - Emergency Management
 - Health Department
 - Information Systems/Geographic Information/911 Addressing
 - Public Works – Highway, Building, and Planning & Zoning
- Human Resource
- Maintenance
- Municipal Court
- Purchasing
- Prosecuting Attorney
 - Child Support
- Public Administrator
- Recorder of Deeds
- Sheriff
- Treasurer

EFFECTIVE JUNE 16, 2020

Franklin County Officeholders

Assessor	Thomas Copeland
Auditor	Angela Gibson
Collector of Revenue	Doug Trentmann
Presiding Commissioner	Tim Brinker
Commissioner, District 1	Todd Boland
Commissioner, District 2	Dave Hinson
County Clerk	Tim Baker
Prosecuting Attorney	Matthew Becker
Public Administrator	Mary Jo Straatmann
Recorder of Deeds	Jennifer Metcalf
Sheriff	Steven Pelton
Treasurer	Debbie Aholt

Franklin County is an Equal Opportunity Employer.
In compliance with the Americans with Disabilities Act, the county will provide
reasonable accommodations to qualified individuals with disabilities.

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Chapter 1

GENERAL PROVISIONS

- **Purpose**
- **Applicability**
- **Responsibility**

Section 1-1 Purpose

The purpose of this manual is to provide the framework for the uniform application of personnel policies and procedures which affect employment with the County of Franklin, Missouri (hereinafter defined as the "County" or "Franklin County"). These policies and procedures were developed and approved by Franklin County elected officials and ratified by the County Commission in order to provide the terms and conditions of employment for all County employees, interns and volunteers.

These policies are not intended to be a contract between the County, or any elected officials thereof and its employees and does not create contractual rights for employees. The County reserves the right to revise, supplement or rescind any policies or any portion of the manual from time to time as it deems appropriate. Any revisions to the existing policies will be approved by the County Commission.

Employees will be notified of any changes to the manual as they occur.

Section 1-2 Applicability

The provisions of this manual cover County employees working for the following elected offices in the following departments:

- Assessor
- Auditor
- Collector of Revenue
- County Clerk-Voter Registration
- County Commission
- Health Department
- Prosecuting Attorney (including Child Support)
- Public Administrator
- Recorder of Deeds
- Sheriff
- Treasurer
- Highway (when not in conflict with contract)
- Human Resources
- Emergency Management Agency and 911 Dispatching
- Building Department
- Maintenance Department
- Planning and Zoning (including GIS)
- Purchasing
- Municipal Court

Employees who are members of an authorized and accepted bargaining unit and covered by a separate contract may also be covered by this manual. However, if there is a conflict between the information contained in this manual and the contract, the provisions of the contract will prevail for bargaining unit employees.

Section 1-3 Responsibility

Each elected official will be responsible for the proper administration of these policies and will retain the authority for making employment decisions affecting employees in their office or department including hiring, promotion, transfer, demotion, discipline and termination. This manual will not be construed as limiting in any way the power and authority of any elected official to make operating departmental rules and regulations governing the conduct and performance of employees. However, departmental rules and regulations should not conflict with provisions of this policy manual.

Any office or department may have internal operating procedures necessary for the efficient operation of such office or department and to regulate the particular needs of such office or department so long as such procedures and policies are not in conflict with this policy. Any policy of an office or department which is in conflict with this policy shall be of no effect. A copy of all department or office policies shall be filed with Human Resources and County Clerk and shall be included as addendums to this policy.

Chapter 2

DEFINITIONS

The following words and phrases will have the meanings indicated throughout these policies except where the content clearly indicates otherwise.

Anniversary Date	See "Date of Employment"
Appointing Authority	The elected official or designee of the elected official or any person having the power by virtue of state law or other lawfully delegated authority to make appointments to positions in the County service.
Appointment	The designation to a position in the County of service of a person who has qualified for the appointment through an appropriate selection process.
Break in Service	An employee shall be considered to have a break in service when such employee misses five (5) or more work days while in an unpaid status between the transitions from part-time or temporary status prior to attaining full employment status. In addition, an employee shall be considered to have had a break in service if he or she transfers from one department or office to another and as a result of such transfer is unemployed and is in an unpaid status by Franklin County for five (5) or more days. A break in service shall also occur if an employee leaves the employment of Franklin County and is in an unpaid status for five (5) or more day sand returns to the same office or department thereafter. If a break in service occurs an employee's Date of Employment shall be the date upon which the employee returns to work.
Classification	The original assignment of a position to an appropriate class on the basis of the nature, difficulty, and responsibility of work to be performed, work experience and minimum education.
Classification Specification	A written statement of the characteristic duties, responsibilities and qualification requirements of class.
Compensatory Time	Time off given in lieu of payment of overtime to non-exempt employees.
Complaint Manager	The Director of Human Resources or the Prosecuting Attorney.
County Commission	The duly elected governing body of Franklin County, Missouri or a designee when appropriate.
County Employee	An employee who is employed by and serves under the direction and at the will of an elected official.
Date of Employment	The date an employee begins processing after an offer of employment has been made and accepted.
Date of Termination	The date an employee separates from employment.
Demotion	The voluntary or involuntary movement of an employee from one pay grade having a lower maximum salary rate.
Department Head	An appointed administrator, a manager, or director who reports directly to an elected official, or officials who is entrusted with the overall direction of an office or department and who makes decisions.

Elected Official	A duly elected official of Franklin County, Missouri or a designee when appropriate.
Exempt Employee	An employee who is exempted from the provision of the Fair Labor Standards Act (FLSA) by the Act or who is not covered by the Act, particularly as it relates to overtime.
Immediate Family	Immediate family means the employee's spouse, parent, sibling, or child.
Layoff	Employment separation made necessary by lack of work or funds or other reasons not related to fault, delinquency, or misconduct on the part of an employee.
Non-Exempt Employee	An employee who is covered by the provision of the Fair Labor Standards Act (FLSA), particularly as related to overtime.
Overtime	Any time worked in excess of that required in the "standard work cycle" for a given position. For the purposes of this policy, the standard work cycle for the covered employees shall be 37 ½ hours per week. Non-exempt employees who work more than 37 ½ hours per week shall receive additional compensation at the rate of 1 ½ times the employee's normal hourly rate for all time worked in excess of 40 hours. Exempt employees shall not be entitled to overtime pay or compensatory time. (See Section 6-5 regarding Overtime and Compensatory Time for Law Enforcement Personnel).
Position	A group of current duties and responsibilities assigned or delegated by competent authority, requiring the full-time, part-time, or temporary employment of one person.
Pay Grade	A salary range within a minimum and maximum rate of pay.
Position Description	A written statement of the characteristic duties, responsibilities, and qualification requirements of a position.
Promotion	The movement of any employee from a position or class of a pay grade to a position of another pay grade having a higher salary rate.
Resignation	A voluntary employment separation initiated by the employee.
Retirement	A voluntary employment separation initiated by the employee who meets age requirements of the LAGERS retirement program established by the State of Missouri as such currently exists or may hereafter may be modified by the State of Missouri and who has at least ten (10) years of service with Franklin County.
Serious Health Condition	All illness, injury, impairment (physical or mental) that involves inpatient care in the hospital, hospice, residential, medical facility or continuing treatment by a health care provider, as defined by the Family and Medical Leave Act of 1993.
Supervisor	Supervisor means an individual with the authority to assign, direct, and review the work of two or more subordinates and, as used in this policy the term "supervisor" shall also include each elected official and department head.

Transfer	The movement of an employee from one department, division, or unit of the county government to another or from one position to another position or class of the same pay grade.
Vacancy	A duly created position which is not occupied and for which funds have been provided.
Worked	For the purposes of overtime compensation and compensatory time calculation the term "worked" shall mean the employee is actually performing duties for Franklin County and is not absent or in a leave status, whether authorized or not.
Year	A calendar year unless otherwise specified in a particular section.

Chapter 3

GENERAL EMPLOYMENT POLICIES

- **At-Will Employment**
- **Open Communications Policy**
- **Equal Employment Opportunity**
- **Anti-Harassment and Non-Discrimination Provisions**
- **Provisions Pertaining to Employees with Disability**
- **Immigration Law Compliance**
- **Employment of Relatives**
- **Outside Employment**
- **Conflict of Interest**

Section 3-1 At-Will Employment

Employment with Franklin County is at-will. Employees are free to resign at any time, for any reason, with or without cause or notice. Similarly, Franklin County, or any elected official thereof, may terminate the employment relationship of any employee under their supervision at any time, for any reason, with or without cause or notice.

Policies set forth in this manual are not intended to create a contract, expressed or implied, guaranteeing employment for a specific duration, nor are they to be construed to constitute contractual obligations of any kind of a contract of employment between Franklin County and any of its elected county officials and any of their employees.

Section 3-2 Open Communications Policy

Franklin County elected officials believe that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. Therefore, employees are strongly encouraged to voice concerns openly and directly to their elected County officials or supervisors to resolve any misunderstandings or conflicts before serious problems develop. If a situation persists that an employee believes is detrimental to them or to the county, they should discuss it with their immediate supervisor, department head, or elected official in order to work out a satisfactory solution to the problem.

Section 3-3 Equal Employment Opportunity

Franklin County and its elected officials provide equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, and age, and disability, status as a Vietnam-era or special disabled veteran in accordance with applicable federal and state laws. This policy applies to all terms and conditions of employment, including, but not limited to: hiring, placement, promotion, termination, layoff, recall, and transfer, leaves of absence, compensation, and training.

Section 3-4 Anti-Harassment and Non-Discrimination Provisions

(a) Policy Statement

Franklin County and its elected officials are committed to providing a work environment that is free from all forms of discrimination, including freedom from sexual harassment. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, or any other legally protected characteristic will not be tolerated.

It is against the policy of Franklin County for any employee to sexually harass another employee by:

- 1) Making acceptance of unwelcome sexual advances or requests for sexual favors or other verbal or physical conduct of a sexual nature a condition of continued employment.
- 2) Making submission to or rejection of such conduct the basis for employment decisions affecting the employee; or
- 3) Creating an intimidating, hostile, or offensive working environment by such conduct.

(b) Responsibility.

All employees are encouraged to assist in the development and maintenance of a work environment free from discrimination and respecting the rights of their coworkers and the rights of citizens with whom they come into contact. Any supervisor or employee who becomes aware of unlawful harassment must notify the Director of Human Resources. In the event the allegations of harassment involve an elected official,

such conduct should be reported to the County Commission. Franklin County will not retaliate against any employee who files a good faith complaint pursuant to this policy.

(c) Franklin County's elected officials will act positively to investigate alleged sexual or other unlawful harassment claims and to promptly and effectively remedy them when an allegation is determined to be valid. The following complaint procedure should be followed if an employee experiences any job-related harassment based on sex, race, color, age, religion, national origin, or disability, or believe that they have been treated in an unlawful, discriminatory manner. Any complaint will be kept confidential to the maximum extent possible. Anonymous complaints may not be investigated.

- 1) The employee should confront his/her harasser directly, unless such confrontation would be futile or inappropriate.
- 2) The employee should report any incident to the Director of Human Resources, who will investigate the matter and take appropriate action, including reporting it to the next level of management or their elected official or department administrator.
- 3) The employee shall prepare a written complaint, including identification of all witnesses and supporting documents. During the investigation, the accused may be placed on administrative leave.

An internal grievance procedure has been adopted to provide for prompt and equitable resolution of complaints alleging any action prohibited by the U.S. Department of Justice regulations which implement Title II of the Americans with Disabilities Act. Complaints should be filed with the Human Resources Department.

- I. A complaint should be filed in writing, containing the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
- II. A complaint should be filed within 30 calendar days after the complainant becomes aware of the alleged violation. (Processing of allegations of discrimination which occurred before this grievance procedure was in place will be considered on a case-by-case basis.
- III. An investigation, as may be appropriate, will follow a filing of a complaint and will be conducted by the Human Resources Department. These rules contemplate informal but thorough investigations, affording all interested person and their representatives, if any, an opportunity to submit evidence relevant to a complaint. Under the Department of Justice regulation, the County is not required to process complaints from applicants for employment.
- IV. A written determination as to the validity of the complaint and a description of the resolution, if any, will be issued by the Human Resources Department and a copy forwarded to the complainant no later than fifteen (15) working days after its filing.
- V. The Human Resources Department will maintain the files and records of the County relating to the complaints filed.
- VI. The right of a person to a prompt and equitable resolution of the complaint filed hereunder will not be impaired by the person's pursuit of other remedies such as the filing of an ADA complaint with the responsible federal department or agency. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- VII. These rules will be construed to protect the substantive rights of interested person who meet appropriate due process standards, and to assure what the County complies with the ADA and implementing regulations.

d) Consequences of Harassment

Sexual or other unlawful harassment is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship, and is strictly prohibited. If it is determined that an employee is guilty of harassing another individual, appropriate disciplinary action will be taken against the offending employee by their elected official or department head, up to and including termination of employment.

Any form of retaliation against any employee for filing a bona fide complaint under this policy or for assisting in a complaint investigation is strictly prohibited. However, if after investigating any complaint of harassment or unlawful discrimination, it is determined that the complaint is not bona fide or that employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information.

Section 3-5 Provisions Pertaining to Employees with Disability

Franklin County complies with the Americans with Disabilities Act (ADA) and does not discriminate against qualified individuals with disabilities in regard to job application procedures, hiring, or discharge of employees, employee compensation, advancement, job training, and other terms, conditions, and privileges of employment. No qualified individual with a disability will, because of such disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in county programs or activities.

Franklin County will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. Qualified individuals with disabilities may make requests for reasonable accommodation to the Non-Discrimination Coordinator, the Director of Human Resources. Any employee who believes this policy has been violated may file a complaint pursuant to the Grievance Procedure, supra.

Section 3-6 Immigration Law Compliance

Franklin County employs only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Form I-9 and present documentation establishing identity and employment eligibility to Human Resources Department, prior to beginning their first day of employment. Former employees who are rehired must also complete the form if they have not completed an I-9 with Franklin County within the past three (3) years, or if their previous I-9 is no longer retained or valid.

Section 3-7 Employment of Relatives

Elected officials and department heads will exercise sound judgment in the placement of related employees in accordance with Article VII, Section 6 of the Missouri Constitution and the following guidelines:

- (a) A County employee may not appoint or promote any person over whom the employee exercises jurisdiction or control who is a member of the immediate family of the employee. That is, no employee is permitted to work within the "chain of command" of a relative such that one relative's work responsibilities, salary or career progress could be influenced by the other relative.
- (b) No relatives shall be hired or shall be permitted to work in the same department if the hiring of such relative would result in relatives being within the direct "chain of command" of one another. For purposes of this section "chain of command" shall mean the relationship between employees whereby one employee has either direct supervision over another employee or the employee is directly involved in the evaluation or evaluation review of another employee. Relatives are also precluded from being

hired into any other position in which an inherent conflict of interest may exist or would be in violation of any provision of the Missouri Constitution or Missouri law.

- (c) If a relative relationship is established after appointment in which there is a coworker or supervisor-subordinate relationship, the appropriate elected official or department head will determine if a conflict or potential conflict may arise and if it is necessary to transfer one of the employees.
- (d) For purposes of this section, "family member or relative" is a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or "step" relation and individuals who are not legally related but who reside with another employee. This policy applies to all categories of employment, including full-time, part-time, and temporary classification.
- (e) Employees who marry or become members of the same household may continue employment as long as there is not:
 - (1) A direct or indirect supervisor/subordinate relationship between such employees; or
 - (2) An actual conflict of interest or the appearance of a conflict of interest.

Should one of the above situations occur, the County shall attempt to find a suitable position within the County to which one of the affected employees may be transferred. If a combination of the nature is not feasible, the employees will be interviewed to determine which one of them will resign.

Section 3-8 Outside Employment

It is the policy of the County of Franklin to allow its employees to engage in outside work or hold other jobs, subject to certain restrictions as outlined below and within any limits established by the County's insurance carrier. Any like service performed by an employee who involves the use of any County property, equipment or vehicle for private compensation is deemed to be a direct conflict of interest and shall not be allowed. In addition, any outside activity or job which has the appearance of a conflict of interest shall also be prohibited. Any outside employment which adversely affects job performance and the ability to fulfill all responsibilities to the County as determined by the Elected Official or Department Head will be considered a conflict of interest.

Section 3-9 Conflict of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in personal gain for that employee or for a relative due to business dealings with the County. The purpose of these guidelines is to provide general directions so that employees can seek further clarification on issues related to the subject of acceptable standards of operation.

- (a) All employees will be subject to the conflict of interest provisions of Sections 105.452 and 105.454 RSMo., in effect as of the date this policy is adopted and as such sections may from time to time be amended.
- (b) No County employees may derive personal financial gain resulting from any purchase of goods or services by the County.
- (c) No County employee may use or disclose confidential information obtained in the performance of County business.
- (d) No County employee will hold a financial interest in a firm, institution, corporation or other establishment supplying goods or services to the County.

- (e) No County employee will have a direct or indirect financial interest in any contract or in the sale of the County of land, materials, supplies, or services, except on behalf of the County as an officer or employee.
- (f) No County employee will be employed in any capacity with a firm, institution, corporation, or other establishment supplying goods or services to the County when that capacity means the possession, direct or indirect, of the powers to direct or cause the direction of the management and policies of the organization.

Chapter 4

APPLICANTS AND ORIENTATION

- **Employment Applications**
- **Criminal Record Checks/Pre-Employment**

Section 4-1 Employment Applications

Franklin County relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. All applications shall be signed and the truth of the statements contained therein certified by signature. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment, or if the person has been hired, termination of employment.

Section 4-2 Criminal Record Checks/Pre-employment

Criminal Records checks will be conducted prior to the conditional offer of employment with respect to all applicants for positions with the County. Employees and applicants may have their applications rejected or be subject to dismissal if a background check reveals a criminal conviction that has a bearing on the work to be performed for the County or if they pose a risk of harm or loss to the public. Applicants may also be required to submit to a fitness-for-duty examination and/or a drug test after receiving an offer of employment.

Chapter 5

EMPLOYMENT STATUS AND RECORDS

- **Employment Status**
- **Personnel Records**
- **Personnel Data Changes**
- **Performance Evaluations**
- **Position Descriptions and Classification Specifications**
- **Transfers**

Section 5-1 Employment Status

For purposes of salary administration, eligibility for compensatory time or overtime payments and employee benefits, each employee will belong to one of the employment categories listed below, which is noted on his/her job description. In addition to these categories, each employee will be designated as either NONEXEMPT or EXEMPT from federal state wage and hour laws (For more information refer to Section 6-2. Overtime and Compensatory Time). Employees will be informed of their initial employment category and of their status as exempt or nonexempt by their department supervisor.

(a) Introductory Period

All new and rehired employees will work on an introductory basis for the first 60 days after their date of hire, unless extended. Introductory employees are not entitled to benefits except mandatory items such as Workers Compensation, Social Security, potentially CERF and/or LAGERS Benefits and holiday pay. If a full time employee successfully completes the introductory period s/he becomes eligible for health care benefits on the first day of the following month (i.e. on the first day of the month following 60 days of employment).

(b) Full-Time Employees

Full-time employees are those who are not in a seasonal or temporary status and who are regularly scheduled to work at least thirty seven and ½ (37.5) hours per week. Full-time employees are eligible for the county's benefit package, including paid leave and fringe benefits.

(c) Part-Time Employees

Part-time employees are those who are not assigned a seasonal or temporary status and who are regularly scheduled to work less than thirty (30) hours per week.

(1) Part-time Employees with Limited Benefits

Part-time employees with limited benefits are those who are not in a temporary status and who are assigned to a budgeted position that is scheduled to work 20-29 hours per week (for a cumulative total of at least 1000 hours per year). Such employees may be exempt or nonexempt from overtime requirements. Employees in this category are eligible for PTO on a pro rata basis, rounded up to the nearest half day, LAGERS, and CERF retirement benefits. However, they are ineligible for all other fringe benefits including health, dental, and life insurance.

(2) Part-Time Employees without Benefits

Part-time employees without benefits are those who are not in a temporary status and who are assigned to a budget position that is scheduled to work less than 1,000 hours in a continuous 12 month period. Such employees may be exempt or nonexempt from overtime requirements. Employees in this category are eligible to receive all legally mandated benefits (such as worker's compensation insurance and Social Security), but they are ineligible for all other county benefit programs except for "holiday pay" if the holiday falls on the day the employee is regularly scheduled to work.

(d) Temporary or Seasonal Employees

Temporary and/or seasonal employees are those who are hired on the county's payroll to work on a full-time or part-time basis as interim replacements; to temporarily supplement the work force; or to assist in the completion of a specific project. Such employees may be exempt or nonexempt from overtime requirements. Employment assignments in this category are of a

limited duration normally not to exceed four (4) consecutive months. While temporary employees receive all legally-mandated benefits (i.e. workers' compensation insurance and Social Security), they are ineligible for all the county's other benefits.

(e) Internships

Interns are college students who, for a maximum of four (4) consecutive months, are employed by the County through a college or university internship or cooperative education program for college credit. Internships may be paid or non-paid. While paid interns receive all legally-mandated benefits (i.e. workers' compensation insurance and Social Security), they are ineligible for all the County's other benefit programs.

Section 5-2 Personnel Records

(a) Confidential Personnel File

Franklin County maintains a confidential personnel file on each County employee, which is the property of Franklin County. Personnel files will be maintained by the Director of Human Resources. An employee's personnel file includes such information as the employee's job application, resume, emergency contacts, and records of training and educational accomplishments, performance evaluations, and letters of recommendation, records of disciplinary actions, salary information and other employment records. Personnel files are the property of the County and will be maintained for a minimum of three (3) years after termination of each employee. Medical information, including benefits records, will be kept confidential in a separate location from the personnel file.

(1) Confidentiality

Personnel files are not open to public inspection. Only personnel authorized by the elected official, department head and those persons authorized in writing by the affected employee who have a legitimate reason to review the personnel file are allowed to do so. Further, disclosure will be made pursuant to Court Order or to an investigatory agency pursuant to State and/or Federal law.

(2) Inspection by Employees

Employees may inspect their own personnel records. Such an inspection must be requested in advance and at a mutually convenient time scheduled by the authorized personnel or department representative. Employees must review their own personnel files in the presence of this representative. Employees may not remove documents in their personnel file.

(3) The Director of Human Resources will respond to all reference check inquiries from other prospective employers by providing only dates of employment, title(s), and wage rates.

(b) Payroll Records

Payroll and retirement records are maintained by the Human Resources Director for each County employee. Payroll records contain information such as employees' names, positions, addresses, salaries, tax deductions, garnishments, etc. In accordance with RSMo 610.023, these records are open to the public unless specified otherwise by federal or state law. However, due to the sensitive nature of employees' personal and payroll information, this information will only be released or communicated to other County employees (except for legitimate business reasons) and the public, if a written request is received from the individual requesting the information and it is approved by the Director of Human Resources, and County Clerk. A reasonable fee, not to exceed the actual

cost of document search and duplication may be assessed. Request for Records forms are available in the County Clerk's office.

Section 5-3 Personnel Data Changes

It is the responsibility of each employee to insure that the information contained in his or her personnel file is current and accurate by notifying Human Resources Director's Office of any changes in personal data as soon as possible after the change occurs. Personal mailing addresses, telephone number and names of dependents, individual to be contacted in the event of an emergency, educational accomplishments, and other such status reports should be accurate and current at all times.

Section 5-4 Performance Evaluations

(a) Purpose.

The purpose of performance evaluations is to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

(b) Responsibilities.

The Director of Human Resources may maintain and ensure timely completion of employee performance evaluation forms for employees in departments under the direction of the County Commission and as designated by other County elected officials.

(c) Procedure.

An annual performance evaluation will be completed by the employee's supervisor and discussed with the employee. Each employee will be asked by their supervisor to sign the appraisal form after it has been discussed with them. Performance evaluations will become a part of an employee's confidential file.

Section 5-5 Position Descriptions and Classification Specifications

Written position descriptions or classification specifications are required for all County positions. All descriptions will be approved by the Elected official or department head and acknowledged by the employee who is occupying the position by signing the document at the time of appointment to any new position. Position descriptions must be developed and contain the following information.

(a) Position title, department name, pay grade, FLSA status, and title of the position's supervisor;

(b) Purpose of the position;

(c) Essential and non-essential duties and responsibilities of the position;

(d) Minimum training and experience required to perform the essential job functions of the position.

Section 5-6 Transfers

A transfer of employees between offices or departments shall be permitted if agreed to by the heads of both offices, in writing. Transfer will not result in a break in service.

Chapter 6

COMPENSATION

- **Compensation**
- **Overtime and Compensatory Time**
- **Salary Payment to Exempt Employees**
- **Payroll Deductions**

Section 6-1 Compensation

Employees of Franklin County shall be compensated according to a payroll plan prepared by the Department of Human Resources and approved by the County Commission with a schedule of pay grades consisting of a salary range with a minimum, middle and maximum rate of pay for each position or classification.

(1) Pay Rates.

(a) Hiring Rate of Pay

The normal starting rate for new employees will normally be the minimum rate of the pay grade. If budgeted funds are available, an appointing authority may offer higher than the minimum rate if the candidate's education and/or experience exceed the minimum qualifications for the position. Hiring rates above the minimum rate require advance approval from the County Commission.

(b) Advancement within Salary Range

An employee may receive pay increases on an annual basis as the applicable authority deems appropriate. Increases are contingent on the following factors:

- (1) Budget approval by the County Commission;
- (2) At least six months of continuous service has elapsed since the employee was hired, promoted or demoted;
- (3) The increase will not exceed the maximum rate for the grade; and
- (4) The Elected Official or department head certifies that the employee has achieved the required level of performance and has recommended, in writing, advancement to the next higher rate.

(2) Payday.

All County employees are paid on a biweekly basis (every other Friday). Employees will be paid via direct deposit, and will be provided an earnings statement. Authorized and required payroll deductions will be made and reflected on the employee's earnings statement each pay period.

Section 6-2 Overtime and Compensatory Time

It is the responsibility of each supervisor to develop methods and procedures to maximize productivity and reduce or avoid the need for overtime. It is the responsibility of each employee to work as efficiently as possible to accomplish his or her job duties during regularly scheduled work hours. The officeholder or department administrator must approve all overtime in advance. In the event a department, agency or office is eligible for grant funds which are dedicated to be used for overtime compensation, the selection of which employees are to be utilized to fulfill the needs for which the grant is intended, shall be up to the appropriate elected official/department head. For the purpose of meeting the goals of such grants any employee selected to work under the requirements of the grant shall be allowed credit as time worked for any authorized time off during the grant term when calculating eligibility for overtime payment under such grant.

When operating requirements or other needs cannot be met during regular working hours, the following provisions will apply to employees who are required to work overtime hours.

(a) Work Week Defined

The Fair Labor Standards Act (FLSA) establishes overtime requirements for employees who are covered by the Act. The work week will cover a fixed period of seven (7) consecutive days, beginning Sunday at 12:01 a.m. and ending on the following Saturday at Midnight, unless otherwise specified in writing to employees by the department's elected official.

(b) Compensatory Time

The FLSA allows government employees to provide FLSA compensatory time (comp time) off in lieu of monetary overtime compensation. Non-exempt employees (refer to paragraph (d) FLSA Non-Exempt Positions) will earn FLSA comp time or overtime pay for all overtime worked in excess of 40 hours during a work week at a rate equal to 1 ½ times the employee's normal rate.

Any person appointed to a non-exempt County position will be informed of the requirement of this section (i.e. compensatory time in lieu of cash payment for overtime worked) and agreement is a condition of employment. All non-exempt employees will be required to sign the compensatory time agreement. The original of the signed agreement will be retained by the Human Resources Department and a duplicate copy will be retained in each employee's confidential personnel file.

The use of compensatory time must be approved by the employee's supervisor. All FLSA compensatory time must be used within four (4) weeks from when it was earned. It is the responsibility of the department head or elected official to insure that the employee is given the opportunity to utilize earned FLSA comp time. Any earned FLSA compensatory time which is not utilized within said four (4) weeks from when it was earned shall be paid at a rate equal to 1 ½ times the employee's normal rate.

(c) Payment of Overtime

Employees transferring to other departments within the County will be paid for all earned FLSA compensatory time at their previous rate of pay from the previous department's budget prior to transferring so that any employee who transfers will have a "zero" balance for overtime and/or comp time as of the date of transfer. Upon termination of employment, any employee who has unpaid overtime or unused comp time shall be paid the appropriate sum at their final regular rate of pay.

(d) FLSA Exempt Positions

Exempt employees generally fall into three (3) categories as defined by the FLSA: executive, administrative, and professional. These employees are exempt from the overtime provisions of FLSA. All exempt employees as defined by the FLSA will be paid on a salary basis and are not entitled to receive compensatory time for hours worked in excess of 40 hours in a work week. Exempt employees may be required to keep time cards, depending on the nature of their work. Additionally, depending on the source of funding for the position, some exempt employees may be eligible for overtime.

Section 6-3 Salary Payment to Exempt Employees

Except as specifically authorized below, exempt employees are paid a fully salary in a pre-determined amount for any workweek in which the exempt employee performs work for the County. Unless compensation is provided through some other policy providing for paid time off, an exempt employee is not entitled to receive salary for a workweek in which he/she performs no work.

Section 6-4 Payroll Deductions

Deductions from employees' salaries are permitted in certain circumstances, including the following:

- Where required by law (such as mandatory tax withholding);
- Where authorized by the employee (such as deductions for health insurance premiums, employee purchases, etc.);
- To recoup salary payments advanced but not earned by the employee;

- Where an exempt employee works less than a full work week in the initial or final week of employment;
- Full-day absences caused by sickness or disability paid in accordance with the County's other plans, policies, or practices providing pay for those absences;
- Full-day absences caused by sickness or disability, even if unpaid, if the employee is not yet eligible for pay or pay has been exhausted under the County's other plans, policies, or practices providing pay for sickness or disabilities;
- Hours taken as unpaid leave under the Family and Medical Leave Act (FMLA);
- Full-Day absences for personal reason other than sickness or disability;
- Disciplinary suspensions of one or more full days, or other deductions from pay in any amount, imposed as penalties for serious infractions of safety rules of major significance;
- Disciplinary suspensions of one or more full days for infractions of workplace conduct rules including, for example, violations of the County's policies prohibiting anti-harassment or workplace violence, prohibited use of drugs or alcohol, or violations of state and federal law.

Chapter 7

WORK SCHEDULE AND ATTENDANCE

- **Work Schedules and Attendance**
- **Recording Work Hours**
- **Attendance and Punctuality**
- **Weather-Related Emergency Closings**

Section 7-1 Work Schedules and Attendance

Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. Each supervisor will advise employees of the times their schedules will normally begin and end. The standard work schedule for all full-time employees is 8 ½ hours a day, including one (1) hour of duty-free lunch, five days a week.

Section 7-2 Recording Work Hours

Accurately recording time worked is the responsibility of every employee. Federal and state laws require Franklin County to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

It is the employee's responsibility to sign their time record to certify the accuracy of all time recorded. The supervisor will review and then sign the time record before submitting it for payroll processing. If corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initiating the time record. Falsifying a time record is a breach of county policy and is grounds for disciplinary action, up to and including termination of employment.

Section 7-3 Attendance and Punctuality

Regular attendance and punctuality is expected of all county employees. Absenteeism and tardiness place a burden on other employees and may delay citizens in the transaction of business with the county. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence. Employees who have poor attendance and/or excessive tardiness or failure to report to work without prior notification, may be subject to loss of pay and other more serious disciplinary actions, up to and including termination of employment.

Employees who are absent from work for three consecutive days without giving proper notice will be considered as having voluntarily quit.

Section 7-4 Weather-Related Emergency Closings

In the event of weather-related or any other type of emergency which results in the closing of County buildings and/or facilities, employees shall have the choice of being off with pay by utilizing PTO, or without pay. Only essential employees, as determined by the appropriate elected official or department head, will report to work or will continue working. Nonexempt employees who are required to report to or remain at work shall report his/her hours, which must be approved by the appropriate elected official/department head. Any employee who remains at work or reports to work after having been told that County facilities and buildings were closed shall be instructed to return home unless instructed to remain at work by the Elected Official/Department Head for whom the employee works.

Chapter 8

HOLIDAYS

- **Eligibility**
- **Designation of Holidays**
- **Payment of Holidays**
- **General Conditions**

Section 8-1 Eligibility

Full-time and part-time employees with limited benefits will receive compensation for observed holidays. Part-time employees without benefits may be eligible for holiday pay.

Section 8-2 Designation of Holidays

The members of the County Commission have approved the following national and state holidays. This list is subject to change as modified by the County Commission.

- New Year's Day (January 1)
- Martin Luther King's Birthday (third Monday in January)
- President's Day (third Monday in February)
- The Friday before Easter
- Harry S. Truman's Birthday (May 8)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Columbus Day (second Monday in October)
- Veteran's Day (November 11)
- Thanksgiving Day (fourth Thursday in November)
- Day after Thanksgiving
- Christmas Eve (December 24). In the event Christmas Eve falls on a Saturday or a Sunday, the holiday will be observed on the preceding Friday.
- Christmas Day (December 25)

A recognized holiday that falls on a Saturday will normally be observed on the preceding Friday. A recognized holiday that falls on a Sunday will normally be observed on the following Monday. When Christmas Eve falls on a Sunday, it will be observed on the preceding Friday.

Section 8-3 Payment of Holiday

(a) Full-time Employees

All full-time employees will be paid for their regularly scheduled hours at their normal rate of pay for a holiday.

(b) Part-time Employees (See Chapter 5-1-d)

Part-time employees' right to receive holiday pay will depend upon the status of the part-time employee.

Part-Time without Benefits. Part-time, non-exempt employees without benefits are eligible to receive holiday pay for holidays on which they are normally scheduled to work for the number of hours which they would have worked but for the holiday.

Part-Time with Limited Benefit, Part-time, non-exempt employees with limited benefits are eligible to receive holiday pay only for holidays on which they would normally be scheduled to work and only for their regularly scheduled number of hours.

(c) Temporary Employees

Temporary employees are not eligible for holiday pay.

Section 8-4 General Conditions

- (a) An employee will not receive holiday pay for any holiday that falls within an unpaid leave of absence. For the purposes of determining who is eligible to receive holiday pay, any full-time employee who is absent the day before or the day after is ineligible for holiday pay. For the purposes of determining who is eligible to receive holiday pay, any part-time employee who is absent the day before or the day after is ineligible for holiday pay.
- (b) If a recognized holiday falls during an eligible employee's paid absence (e.g. vacation, sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

Chapter 9

LEAVE

Paid Time Off

- **Eligibility**
- **Paid Time Off Accrual Schedule**
- **Leave of Absence without Pay**

Catastrophic Illness Leave Policy

- **Catastrophic Illness Leave Policy**
- **Carry Over of Paid Time Off**
- **Health care Provider Statement**
- **Unused Catastrophic Illness Leave**
- **Other Employment**
- **Catastrophic Illness Leave and Other Leave Time**

Special Leave

- **Special Leave**

Section 9-1-a Eligibility

Paid Time Off ("PTO") with pay is available to full-time and eligible part-time employees who have completed 60 days of employment to provide opportunities for rest, relaxation and personal pursuits as well as to allow time off due to illnesses which are not of a catastrophic nature. Part-time employees without benefits and temporary are ineligible for PTO.

Section 9-1-b PTO Days Accrual Schedule

- (1) For purposes of accruing PTO days, each employee shall have an anniversary date which is the date an employee was hired (See "definitions"). PTO days are accrued as set forth below. The number of days which an employee shall accrue as set forth below based upon the employee's length of service. Adjustments in the number of days which an employee shall accrue shall be made on each employee's anniversary date in accordance with the schedule below. The foregoing to the contrary notwithstanding any employee of the Sheriff's Department hereafter who converts from a "12-hour" employee to an 8, 7.5 or 10-hour employee" shall have their then-existing days converted to hours, on an hour-for-hour basis, and then readjusted to the rate to which they are transferring.
- (2) PTO. For any eligible employee employed at the time this policy is adopted, until such time as an employee reaches his or her anniversary date following adoption of this Policy, eligible employees shall earn and accrue PTO days monthly at the following rate effective as of each individual employee's anniversary date.

Years of Service	Leave
During First Year (cannot be used and not earned until completion of first 60 days)	16 days per year, 1.340 days per month
After Completion of First (1 st) year	17 days per year, 1.420 days per month
After Completion of Second (2 nd) year	18 days per year, 1.500 days per month
After Completion of Third (3 rd) year	19 days per year, 1.584 days per month
After Completion of Fourth (4 th) year	20 days per year, 1.670 days per month
After Completion of Fifth (5 th) year	21 days per year, 1.750 days per month
After Completion of Tenth (10 th) year	24 days per year, 2.000 days per month
After Completion of Fourteenth (14 th) year	26 days per year, 2.170 days per month

- (3) PTO. For any eligible employee employed after the date of the adoption of this policy, after an employee reaches his or her anniversary date following adoption of this policy, eligible employees shall earn and accrue PTO days annually at the following rate effective as of each individual employee's anniversary date.

Years of Service	Leave
During First Year	5 days after the first six (6) months
On the employee's First (1st) year anniversary	17 days per year
On the employee's Second (2nd) year anniversary	18 days per year
On the employee's Third (3rd) year anniversary	19 days per year
On the employee's Fourth (4th) year anniversary	20 days per year
On the employee's Fifth (5th) year anniversary	21 days per year
On the employee's Tenth (10th) year anniversary	24 days per year
On the employee's Fourteenth (14th) year anniversary	26 days per year

- (4) PTO. For any eligible 12 hour employee employed at the time this policy is adopted, until such time as an employee reaches his or her anniversary date following adoption of this Policy, eligible employees shall earn and accrue PTO days monthly at the following rate effective as of each individual employee's anniversary date.

Years of Service	Leave
During First Year (cannot be used and not earned until completion of first 60 days)	18 days per year, 1.500 days per month
After Completion of First (1 st) year	19 days per year, 1.584 days per month
After Completion of Second (2 nd) year	20 days per year, 1.670 days per month
After Completion of Third (3 rd) year	21 days per year, 1.750 days per month
After Completion of Fourth (4 th) year	22 days per year, 1.840 days per month
After Completion of Fifth (5 th) year	23 days per year, 1.920 days per month
After Completion of Tenth (10 th) year	26 days per year, 2.170 days per month
After Completion of Fourteenth (14 th) year	28 days per year, 2.334 days per month

- (5) PTO. For any eligible 12 hour employee employed after the date of the adoption of this policy, after an employee reaches his or her anniversary date following adoption of this policy, eligible employees shall earn and accrue PTO days annually at the following rate effective as of each individual employee's anniversary date.

Years of Service	Leave
During First Year	5 days after the first six (6) months
On the employee's First (1st) year anniversary	17 days per year
On the employee's Second (2nd) year anniversary	18 days per year
On the employee's Third (3rd) year anniversary	19 days per year
On the employee's Fourth (4th) year anniversary	20 days per year
On the employee's Fifth (5th) year anniversary	21 days per year
On the employee's Tenth (10th) year anniversary	24 days per year
On the employee's Fourteenth (14th) year anniversary	26 days per year

- (6) The general conditions for earning and accruing PTO days are as follows (the terms annual leave days and PTO days are interchangeable and are intended to replace vacation days and sick leave):
- (a) The standard practice in all offices and departments shall be for employees to schedule vacations in advance utilizing PTO days through the appropriate elected official or department head. Vacations, through the use of PTO days, are to be encouraged but must be arranged and scheduled in order to ensure that the needs of the County are met. All elected officials and department heads shall develop procedures to clearly allot PTO time while accomplishing the mission of the office or department. Employees who request PTO without having it scheduled in advance, or, at a minimum, providing two (2) weeks' notice prior to the desired commencement date stand the chance of having such request denied if the demands of the office dictate that the leave not be allowed.
 - (b) Each year of prior continuous employment with the County shall be counted in determining years of service for accrual of PTO. If an employee terminated his employment with Franklin County or such employment is terminated by the County and thereafter the employee is rehired, the employee shall commence such new employment with no accrued benefits. If, however, an employee with the approval of the elected official is placed on a Long Term Leave of Absence (see Section 9-1-f) and desires to return to work and a position is available commensurate with that which was held prior to the long term leave of absence starting, such employee may be reinstated with all previous benefits to include seniority for purposes of PTO determination. If an employee is granted a Long Term Leave of Absence such will be without pay or benefits while on leave excepting only the ability to purchase medical and health insurance. No employee will be granted a non-health related leave of absence without first exhausting all PTO benefits and will be granted a health-related leave of absence without having exhausted PTO and catastrophic illness.

- (c) An employee shall continue to earn PTO days during a period of paid leave regardless of what type of paid leave the employee is utilizing.
- (d) An employee shall not earn PTO days during a period of leave without pay.
- (e) An employee may take PTO leave days only when authorized by his supervisor.
- (f) For any eligible employee employed at the time this policy is adopted, until such time as an employee reaches his or her second anniversary date following adoption of this Policy, eligible employees shall be entitled to utilize accrued PTO in excess of 80 hours. Once the employee reaches his or her second anniversary date following adoption of this Policy any accrued PTO in excess of 80 hours PTO shall be banked for Catastrophic Illness purposes up to the maximum allowable. Any days not so banked shall be forfeited.
- (g) After the eligible employee reaches his or her second anniversary following adoption of this Policy, eligible employees shall be entitled to carry over a maximum of 80 hours PTO.
- (h) For any eligible employee employed after the date of the adoption of this policy employees may carry over a maximum of 80 hours PTO.

Section 9-1-c Leave of Absence without Pay

Leave of absence without Pay. The appropriate elected official may grant an employee a leave of absence without pay. Notice of a grant for leave of absence without pay shall be forwarded to the Commission and made a part of the employee's personal file. The general conditions for granting a leave of absence as contemplated herein are as follows:

- (a) The employee must submit a written request to the appropriate elected official for a leave of absence without pay and must include the anticipated beginning and ending dates of the leave and the specific reasons for the leave.
- (b) For a leave of absence without pay, the employee will be required to exhaust accrued PTO days and compensatory time prior to being granted the leave of absence and if the leave is necessitated because of illness, the employee will be required to exhaust PTO days and catastrophic illness days.
- (c) PTO days shall not be earned during a period of leave of absence without pay.
- (d) Only employees with ten (10) years or more of service shall be entitled to request a leave of absence without pay except for those situations involving drug or alcohol abuse treatment or hardship situations. No employee granted a leave of absence shall be guaranteed a position upon termination of their leave of absence. Any employee who has been granted a Leave of Absence Without Pay may continue his or her medical health insurance in force for a period not to exceed twelve (12) months by paying the full cost thereof. Under no circumstances shall the County continue to pay the cost of medical and health insurance for more than thirty (30) days.
- (e) The foregoing to the contrary notwithstanding, the County Commission or the appropriate elected official may grant a "hardship leave of absence" under appropriate circumstances for an employee with less than ten (10) years of service. In determining whether or not to grant a "hardship leave of absence", the County Commission or the appropriate elected official may consider such things as the grounds which gave rise to the hardship, the length of absence requested, the impact on the office or department and the impact on the employee.

Section 9-2 Catastrophic Illness Leave Philosophy

All employees shall be entitled to all benefits of the FMLA. It is the intent of this policy to coordinate to the maximum extent possible the benefits provided by the FMLA as established by Federal Law and the Catastrophic Illness Policy as established by Franklin County. The benefits provided by the FMLA shall run concurrent with utilization of an Employee's paid leave benefits. Applications for benefits under either program should be made as far in advance as possible. In the event the need arises as a result of an unanticipated illness or injury the application should be made as soon as possible after the onset of the illness or injury. Application must be made on forms provided by the Human Resources Department.

Section 9-2-a Catastrophic Illness

Franklin County has established, for the benefit of its employees, a Catastrophic Illness Leave Policy (formerly Medical Leave Bank) benefit for its employees to be used in the event an employee, or a member of an employee's family within the limitations set forth herein, encounters a catastrophic or severe illness, injury or severe medical condition. Each employee shall have the number of days hereinafter set forth deposited in his or her bank on a monthly basis.

a. Eligibility

(1) Employee Utilization.

Each eligible employee shall utilize his or her Catastrophic Illness benefits before the employee has exhausted all available PTO and compensatory time. Any situation which would qualify for Family Leave Medical Act (FMLA) Benefits shall be so designated regardless of whether or not the employee applies for FMLA Benefits. The three (3) day requirement shall not apply to absences related to "waiting periods" under worker's compensation. Employees who are absent as a result of "waiting periods" under worker's compensation law may utilize Catastrophic Illness Benefits in less than three (3) day blocks. The three (3) day requirement shall also not apply to absences required for follow-up treatment for conditions which have been previously designated as a catastrophic or severe illness or injury.

(2) Family Members.

An employee may also utilize Catastrophic Illness leave benefits to care for the employee's family members as hereinafter defined who has a serious health condition that qualifies and is designated in advance as leave under the Family and Medical Leave Act (FMLA). For purposes of this section, family member is defined as a spouse, child, parent, sibling, grandchild, father-in-law or mother-in-law, stepchild or grandparent. Catastrophic Leave benefits may only be allowed for the care of family members with serious health conditions other than those defined herein if requested in writing by the employee and approved in advance by the department's elected official.

b. Waiting Period

A waiting period of 60 calendar days must be completed and the affected employee must not be in an introductory status, before earned Catastrophic Illness Leave may be used. After that time, employees may request use of paid Catastrophic Illness leave including that accrued during the waiting period.

c. Accrual of Catastrophic Illness Leave

Full-time employees who have completed 60 days, excluding 12 and 10-hour employees in the Sheriff's Department, shall accrue Catastrophic Illness Leave at the rate of one-half day per month for a maximum of six (6) days annually to be used solely for the purpose of adding to the employee's Catastrophic Illness Bank. Leave will be earned on the last calendar day of each month. No Catastrophic Illness Leave may be taken in advance of it being accrued. Sheriff's Department 10 and 12-hour employees shall accrue Catastrophic Illness Leave at the rate of 4.0 hours per month. Employees in part time positions with limited benefits shall accrue Catastrophic Illness Leave on a prorated basis.

d. Catastrophic Illness Leave Limitations

(1) Limits

Catastrophic Illness Leave may not be accrued for any purpose other than those set forth in this policy. An employee shall under no circumstances be entitled to accrue more than 60 days in an employee's Catastrophic Illness Bank. Any employee that has accrued more than 60 days in the employees' Catastrophic Illness Bank as of June 9, 2020 may continue to utilize those days however that employee shall not accrue additional Catastrophic Illness Leave until that employee has used enough Catastrophic Illness Leave to bring the total accumulated days in that employees' Catastrophic Illness bank below 60 days.

(2) Rehire.

If an employee separates from County service and is rehired any time after a period of 30 days, Catastrophic Illness Leave will be considered as for any new employee. If an employee is rehired within the 30 day period, they will not be required to meet the waiting period and they may, if approved by the elected official or department administrator, have their unused Catastrophic Illness balance reinstated.

9-2-b Health Care Provider's Statement

If an employee is absent for three (3) or more consecutive working days due to illness or injury or medical condition, a licensed health care provider's statement must be provided verifying that the employee is unable to work with estimated dates as to when the employee may return to work. Before returning to work from an absence, because of an illness or injury or medical condition exceeding three (3) working days, an employee will be required to provide a health care provider's certification that they may safely return to work. An elected official or department administrator may also require a health care provider's verification at any time from an employee whose frequent use of sick leave negatively affects their job performance and/or the operation of the department. The verification may be required as a condition to receiving paid Catastrophic Illness Leave benefits. For the purposes of this Section and this Policy and the term "medical condition" shall mean the bonding period after the birth and adoption of a child. An employee who is either the mother or father of a newly born or adopted child shall be entitled to use Catastrophic Illness Leave for a period of time not to exceed the time which would be available under FMLA so long as the employee has a sufficient number of days in his or her bank.

This information obtained from health care provider's statements and other medical inquiries is considered confidential medical information and must be kept confidential and separate from other personnel records. In addition, its use must be job-related and consistent with business necessity. The County will not use the information obtained to unlawfully discriminate against any employee in any employment practice.

Section 9-2-c Unused Catastrophic Illness Leave

Paid Catastrophic Illness Leave benefits are solely to provide income protection in the event of catastrophic illness or injury of the employee or immediate family member, and may not be used for any other absence except as set forth in this policy. Unused Catastrophic Illness Leave benefits will not be paid to the employee while they are employed or upon termination of employment or retirement except for those employees that were designated days in the "personnel Status Audit" in 2004 AND 2005 under the direction of County Commission who may be eligible for limited payment.

Section 9-2-d. Other Employment

An employee will be ineligible for any paid Catastrophic Illness benefits if the illness or injury is or would be considered compensable under an outside employer's workers' compensation coverage. An employee who is unable to report to work with the County will be denied the use of PTO and/or Catastrophic Illness benefits if they perform work for an outside employer during the same workday. An employee accepting county-paid Catastrophic

Illness Benefits while performing work duties for another employer during the same workday may be subject to disciplinary action up to and including termination.

Section 9-2-e. Catastrophic Illness Leave and Other Leave Time

(a) Non-paid Leave

Employees will not accrue Catastrophic Illness Leave credit during a month in which they experience two (2) or more days of non-paid leave time unless such additional non-paid leave time was recommended by their elected official or department administrator and was approved by the County Commission unless the employee was on Military Leave, Jury Duty or on leave covered as a work related injury.

(b) Holidays

If a holiday falls during a said Catastrophic Illness Leave, employees eligible for such holiday will be paid holiday pay and not charged for paid Catastrophic Illness Leave.

(c) PTO

Illness or injury occurring while an employee is on PTO will not be charged to Catastrophic Illness Leave unless a physician's verification of the illness or injury is provided to the employee's elected official or department administrator. If verification is not provided, the PTO will remain as PTO.

(d) Family and Medical Leave Act (FMLA)

Once Catastrophic Illness Time commences during an FMLA qualified leave, such leave runs concurrent with FMLA leave.

Section 9-3 Special Leave

Special Leave is a benefit provided by the County to offset the impact of having to be off work for reasons beyond the control of the employee and which are not related to sickness or injury.

a. Bereavement Leave

(1) Immediate Family

Full-time employees and eligible part-time (with benefits and with limited benefits) employees may take up to three (3) days paid of bereavement leave per event in the event of death in the immediate family. Verification of the leave is required.

(2) Other Family

Where there is a death in the family of the employee, other than the "immediate family" as defined above, an employee may, upon request, be granted one day of funeral leave with regular compensation, generally the day of the funeral. "Other family" is defined as the employee's niece, nephew, aunt, uncle or first cousin or the employee's spouse's grandparents. Verification of the leave is required.

(3) Pallbearer and Other Requests

Employees requested to be pallbearers may be excused with regular compensation, but not to exceed one day. Verification of the leave is required.

(4) PTO and Catastrophic Illness Leave

Leave granted as bereavement leave will not be charged as PTO or Catastrophic Illness Leave. An employee may use available accrued PTO or compensatory time for additional time off as necessary. If bereavement leave coincides with a recognized holiday no additional days will be granted.

b. Jury Duty

The County encourages employees to fulfill their civic responsibilities by serving jury duty when required. The following provisions will apply when an employee is summoned to jury duty or to appear in court as a witness.

- (1) Full-time and eligible part-time (with benefits and with limited benefits) employees will receive jury duty pay of their regular rate of pay.
- (2) Part-time employees without benefits, introductory, and temporary employees will be given time off to serve on jury and witness duty without pay.
- (3) Employees must show their jury duty summons or subpoena to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. There is no time limit for jury/witness duty, however, employees are expected to report for work whenever the court schedule permits.
- (4) Employees who appear before a judicial, legislative or administrative body in compliance with an authorized subpoena or summons for a cause of action arising from the employee's county position may record such time as hours worked on time sheets.
- (5) Subpoena Leave – Employees testifying pursuant to subpoena on behalf of the County shall receive their regular rate of pay.

c. Military leave

A military leave of absence will be granted to all full-time and part-time employees who are members of the National Guard or of any reserve component of the armed forces of the U.S. to attend scheduled drills or training or if called to active duty with the U.S. armed services in accordance with applicable federal law.

d. Educational Leave

Leaves of absence may be granted, at the discretion of the department's elected official to full-time and part-time employees for educational development in accordance with the provision of 9-1-1(d) for academic work toward a college or advanced degree. Requests for such leave will be filed in writing to the elected official. The request must include: (1) the name of the institution or program to be attended; (2) the dates of attendance; (3) the benefits to the employee; and (4) the expected value of such training to the county. An unpaid leave of absence may be granted in accordance with this Chapter.

Chapter 10

FAMILY AND MEDICAL LEAVE ACT

- **Purpose**
- **Responsibility**
- **Policy Statement**
- **Eligibility Requirements**
- **Determination of a 12-Month Period**
- **Coordination of Paid Leave**
- **Leave Provisions for Spouses Both Working for Franklin County**
- **Advance Notice**
- **Medical Certification**
- **Leave Taken Intermittently or a reduced Leave Schedule**
- **Job Benefits and Protection**
- **Reinstatement**

Section 10-1 Purpose

In accordance with FMLA, Franklin County provides unpaid family/medical leaves of absences to eligible employees who are temporarily unable to work due to one of the following reasons:

- (a) For the birth of a child and to care for such child, or placement of a child for adoption or foster care;
- (b) For the care of the employee's spouse, child, or parent who has a "serious previous health condition" as defined by FMLA; or
- (c) For the employee's own "serious health condition" which prevents the employee from performing their own job as defined by FMLA.
- (d) Military Family Leave/Military Caregiver Leave/Exigency Leave
 - (1) New Qualifying Reason for Leave. Eligible employees are entitled up to 12 weeks of leave because of "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation. By the terms of the statute, this provision requires the Secretary of Labor to issue regulations defining "any qualifying exigency". In the interim, employees are encouraged to provide this type of leave to qualifying employees.
 - (2) An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member. This provision became effective immediately upon enactment (January 28, 2008). This military caregiver leave is available during a "single 12-month period" during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave.

To qualify for FMLA leave, the employee must meet the requirements of the FMLA and accompanying regulations. Any FMLA leave granted will count against an employee's annual FMLA leave entitlement.

Section 10-2 Responsibility

It is the responsibility of the employee to make requests for family and medical leave with their employer, Franklin County, through their elected official or department administrator. All requests for FMLA leave will be coordinated with the Human Resources Department.

Section 10-3 Policy Statement

It is the policy of Franklin County to adhere to the requirement of the Family and Medical Leave Act of 1993 (FMLA) and create a friendly environment between the employee and the County.

Section 10-4 Eligibility Requirements

Employees are eligible for unpaid family/medical leave benefits if they meet all requirements of provisions of the Family Leave medical Act.

Section 10-5 Determination of 12-Month Period

Eligible employees may request up to 12 weeks of unpaid family/medical leave within a rolling 12-month period.

Section 10-6 Coordination of Paid Leave

Employees will be charged all available paid leave and benefits time, to run concurrent with approved FMLA leave.

Section 10-7 Leave Provisions for Spouses Both Working for Franklin County

In any case in which spouses entitled to leave under FMLA are both employed by Franklin County and leave is taken for the birth and care of a healthy child or for placement with the employee for adoption or foster care, or to care for a sick parent, the maximum combined leave for both spouses is 12 weeks during a 12 month period. If leave is taken to care for an ill child or spouse, each spouse is entitled to 12 total weeks of leave during a 12 month period.

Section 10-8 Advance Notice

As soon as practical after an eligible employee becomes aware of the need for a FMLA leave of absence, they must request and submit a "Request for Family and Medical Leave of Absence" to their supervisor.

Employees ordinarily must provide 30 days advance notice when the leave is foreseeable. When an employee is requesting leave for their own planned medical treatment or for planned medical treatment of a family member, under FMLA, the employee must make a reasonable effort to schedule such leave so as not to unduly disrupt the operation of their department. This is best achieved by advance consultation with the employee's supervisor.

Section 10-9 Medical Certification

Failure to provide the required medical certification from a health care provider, as defined by FMLA, as set forth herein may result in denial of the requested FMLA leave.

(a) Employee Medical Leave

Employees requesting medical leave for themselves will be required to provide a medical certification form verifying the seriousness of the health condition, unless it is inpatient medical care, in which a medical certification will be required in every instance. Any major changes in medical status must be promptly reported to their elected official or department supervisor. Recertification may be requested every 30 days.

(b) Family Medical Leave

Employees requesting family leave related to caring for a child, spouse, or parent with a "serious health condition", will be required to provide a medical certification verifying the illness, its beginning and expected ending dates, and the need of the employee to provide care. Such medical certification will be provided with the employee's request for leave, except for an unforeseen event, when the certification must then be provided within three business days.

(c) Second Opinion

If the submitted medical certification is not sufficient, the elected official or department supervisor may require a second opinion at the county's expense. If the first and second opinions do not agree, the county and the employee will coordinate the selection for a third opinion at the county's expense. The third opinion will be final and binding. The requirement for additional opinions shall apply to employees as well as family members who are the basis for requesting leave.

Section 10-10 Leave Taken Intermittently or on a Reduced Leave Schedule

Employees may request intermittent leave, or leave on a reduced leave schedule, under FMLA when this type of leave is medically necessary for the employee.

If an available alternative position for which the employee is qualified accommodates the recurring periods of leave better than the regular employment position of the employee, an elected official or department supervisor may require an employee to transfer temporarily to the alternative position provided there is equivalent pay and benefits. If an exempt employee takes unpaid leave for partial or full days, their exempt status under the Fair Labor Standard Act will not be impacted.

Section 10-11 Job Benefits and Protection

County-provided health insurance contributions shall continue during an employee's approved FMLA period. If the employee is unable to return to work following the expiration of the FMLA leave, and the employee has exhausted all available paid leave, the employee will be afforded the opportunity to elect COBRA coverage at the employee's expense.

Section 10-12 Reinstatement. Upon return to work from approved FMLA leave, the employee will be reinstated to his/her position, provided the position has not been eliminated during the leave.

Chapter 11

EMPLOYEE CONDUCT AND GENERAL WORK RULES

- **Employee Conduct**
- **Termination for Cause**
- **Personal Appearance**
- **Use of Telephone and Mail Systems**
- **Acceptable Use of Computer and Business Equipment**
- **Solicitation**
 - **Campaign and Speech Activity**
- **Smoking**
- **Safety**
- **Drug Free Workplace Act**
- **Workplace Violence**

Section 11-1 Employee Conduct

Franklin County employees represent the County and are especially susceptible to public criticism. Therefore, it is necessary for all employees to conduct themselves with professionalism and integrity at all times.

Because County employees are working for the citizens of Franklin County, the time spent on the job should be used to the fullest extent in order to maximize efficiency. A friendly and courteous attitude by County employees is also expected toward the public and co-workers at all times. In addition, employees are expected to deliver prompt, thorough, and efficient service to the public to the best of their ability.

Disciplinary action may be in the form of verbal and/or written reprimand, probation, temporary or indefinite suspension, demotion, reduction in benefits or compensation, transfer or dismissal.

Section 11-2 Termination for Cause

Conduct which may result in termination for cause includes, but is not limited to, the following:

- Theft or inappropriate removal or possession of property.
- Falsification of personnel and other records, including, but not limited to, employment forms and time records.
- Working under the influence of alcohol or illegal drugs.
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace while on duty, or while operating county-owned vehicles or equipment.
- Fighting or threatening violence in the workplace.
- Conviction of or pleading guilty to a felony or a misdemeanor involving moral turpitude or assault (sexual or otherwise) on another person.
- Advocating the overthrow of the government of the United States by means of force or violence.
- Boisterous or disruptive activity in the workplace or while on duty outside the workplace or while operating county vehicles or equipment.
- Inducing or attempting to induce an employee of the county or accepting inducement to commit an unlawful act in violation of a department regulation or order.
- Insubordination or other disrespectful conduct.
- Violation of safety or health rules.
- Sexual or other unlawful or unwelcome harassment.
- Unauthorized possession of dangerous or other unauthorized materials, such as explosives or firearms, in the workplace.
- Unauthorized absence from a secure duty work station during the workday.
- Unauthorized engagement in outside activities on county time.
- Unauthorized use of telephone, mail system, or other county-owned equipment, property, or services.
- Unauthorized use of position or authority for personal gain.
- Willfully allowing access to secure areas within county buildings to individuals lacking property authorization or right of access.
- Unauthorized release or disclosure of confidential documents, records, or information.
- Failure to report accidents in accordance with this policy.

Section 11-3 Personal Appearance

Dress, grooming and personal cleanliness standards contribute to the morale of the employees and affect the business image the Franklin County employees present to customers and visitors. During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions. Each department will establish its own internal guidelines and procedures with regard to personal appearance and dress in accordance with the duties to be performed by the respective offices.

Section 11-4 Use of Telephone and Mail Systems

Office and County owned cellular telephones are for Franklin County business. Employees should practice discretion in using County telephones for personal use. Personal calls, if allowed on office and cellular phones, should be infrequent and brief. Employees will be required to reimburse the Treasurer for any long-distance, toll call charges or cellular charges resulting from their personal use of the telephone. To assure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. The employee should confirm information received from the caller, and hang up only after the caller has done so.

The mail system is reserved for business purposes only. Employees should refrain from sending or receiving personal mail at the workplace.

Section 11-5 Acceptable Use of Computer and Electronic Equipment

County provides networks available to access the Internet, public web pages and communicate using e-mail, text message and instant message services. Hardware is in place for users to access job-related resources from anywhere in the world for the purpose of assisting them in the performance of their job-related duties and ultimately to provide services incumbent to the citizens of the County.

The County recognizes that although these electronic services and equipment afford access to legitimate sources of information for job-related purposes, they also enable access to materials which may be illegal, obscene or indecent. The use of elements of the County's electronic network and devices shall be consistent with the County's mission to serve its residents.

The "System" shall include all computer hardware and software owned or operated by the County, County's electronic mail, the County web site, and the County's on-line services. "Use" of the System shall include use of or obtaining access to the System from any computer terminal or electronic device whether owned or operated by the County.

"Use" of the County's technology system shall include use of or obtaining access to the system from any computer terminal or device whether or not owned or operated by the County.

Employee use of technology, Internet, web publications and e-mail will be governed by the policies found in this document, related County ordinances, employment policies and applicable collective bargaining agreements. Violation of the acceptable use guidelines shall be subject to consequences including but not limited to discipline, loss of System use privileges, and referral to law enforcement authorities or other legal action in appropriate cases.

Employees have no expectation of privacy in their use of the System. The County has the right to access, review, copy, delete, or disclose, as allowed by law, any message sent, received, or stored on its electronic mail system. The County has the right to and does monitor use of the System by employees, including employees' access to the Internet, as part of System maintenance to determine whether the use is consistent with federal and state laws and County policies and guidelines. All users should be aware that their personal computer files or system may be subject to public disclosure under the Missouri Sunshine Law.

Access to the System is provided to employees primarily for work-related purposes. Incidental personal use should be minimized.

Use of the technology, Internet, web publications and e-mails constitutes consent to abide by the policies contained in the document.

Use and access to the County's technology and related peripherals and software are not to be used for personal, commercial, and political gain.

This policy outlines expectations for appropriate use of the County's System and in conjunction with the corresponding standards, guidelines and procedures is established to achieve the following:

- Establish appropriate and acceptable practices regarding the use of information resources;
- Ensure compliance with applicable rules and regulations regarding the management of information resources; and
- Educate employees who use County electronic resources and equipment about their responsibilities associated with computer information and resource use.

Employees will treat all equipment with care and report any abuse or misuse as soon as they become aware of it to the Information Technology Department. Further, employees will report any malfunction or problem as soon as they become aware of it to the Information Technology Department.

In effort to mitigate security breaches, resolve fault and/or performance issues or respond to a request by official County leadership, authorized Information Technology Department employees may access all such files, except files protected from disclosure by state or federal law, at any time without knowledge of the information services user.

Acceptable Use Requirements

1. Employees will not vandalize or otherwise intentionally damage any County technology hardware or software. If they do, they will be responsible to pay all repair and/or replacement costs. Vandalism is defined as any malicious attempt to harm or destroy data of another person, computer software, the network, computer hardware, computer wiring, or computer configuration.
2. All rules in the Employee Handbook apply to information services and this AUP.
3. Employees will not damage, destroy or copy another person's data.
4. Employees will not tamper with or attempt to gain access to computer data or equipment to which they have no security authorization.
5. Any device connected to the County's system and or information resources are subject to scanning and may require approval prior to access being provided.
6. Users are prohibited from downloading or using software, including shareware or freeware not hosted and/or provided by information services without specific approval by their director and information services.
7. Users are required to report any weaknesses in the County's computer security to the information services staff. Weaknesses in computer security include, but are not limited to, unusual behavior or a system, unexpected software on system, pop-up windows or messages that are out of character, or any anomaly which may result in unintentional disclosures of information or exposure to security threats.
8. Users are prohibited from attempting to access any data, documents, email correspondence, and programs contained on County information systems for which they do not have authorization, that are knowingly malicious and knowingly not meant for them.
9. Users are prohibited from divulging information about County information systems that might compromise its security, stability and privacy to anyone without authorization from appropriate information services leadership.
10. Users must not share their account(s), passwords, Personal Identification Numbers (PIN), Security Tokens (i.e. Smartcard), or similar information or devices used for identification and authorization purposes.

11. Users must not make unauthorized copies of protected or copyrighted County owned software (i.e. Office, Windows, Security/Virus protection, etc.).
12. Users are prohibited from engaging in activity that may degrade the performance of information services; deprive an authorized user access to County resources; obtain extra resources beyond those allocated, or circumvent the county information security measures.
13. Users are prohibited from downloading, installing, or running programs that reveal or exploit weaknesses in the security of County information resources.
14. County information resources must not be used for personal benefit, political activity, unsolicited advertising, unauthorized fund raising, or for the solicitation of performance of any activity that is prohibited by any local, state or federal law.
15. Access to the Internet from County information resources, regardless of connection location (i.e. Home, remote, etc.) must adhere to all acceptable use policies and procedures.
16. Employees must not allow family members or other non-employees to access non-public accessible County information systems.
17. Employees identified as a security risk may be denied access to the System.

Prohibited Uses. The uses of the System listed below are prohibited and may result in discipline or other consequences as provided in this policy, applicable Collective Bargaining Agreements, and the County's Employee Handbook. The System shall not be used to:

1. Engage in activities which are not related to County duties or which are contrary to the instructions from the employee's supervisor as to the system's use.
2. Access, retrieve, or view obscene, hateful, profane, or indecent materials. "Indecent materials" are those materials which, in context, depict or describe sexual activities or organs in terms patently offensive, as measured by contemporary community standards. "Obscene materials" are those material which, taken as a whole, appeal to the prurient interest in sex, which portray sexual conduct in a patently offensive way in which, taken as a whole, do not have any serious literary, artistic, political, or scientific value.
3. Access, retrieve, view or disseminate any material in violation of any federal or state laws or regulation or County policy or rules. This includes, but is not limited to, improper use of copyrighted material; improper use of the system to commit fraud or with the intend to commit fraud; improper use of passwords or access codes; or disclosing the full name, home address, or phone number of any student, County employee, or System user.
4. Transfer any software to or from the System without authorization from the System Administrator.
5. Engage in for profit or non-school sponsored commercial activities, including advertising or sales.
6. Harass, threaten, intimidate, or demean an individual or group of individuals because of sex, color, race, religion, disability, national origin or sexual orientation.
7. Disrupt or interfere with the System.
8. Gain unauthorized access to or vandalize the data or files of another user.
9. Gain unauthorized access to or vandalize the System or the technology system of any other individual or organization.

10. Forge or improperly alter electronic mail messages, use an account owned by another user, or disclose the user's individual password or that of another user.
11. Invade the privacy of any individual, including violating federal or state laws regarding limitations on the disclosure of student records.
12. Download, copy, print or otherwise store or possess any data which violates federal or state copyright laws or these Guidelines.
13. Send nuisance electronic mail or other online messages such as chain letters, pyramid schemes, or obscene, harassing or other unwelcome messages.
14. Send mass electronic mail to multiple users without prior authorization by the County Commission.
15. Conceal or misrepresent the user's identity while using the System.
16. Post material on the County web site without the authorization of the Information Technology Department.
17. Attempt to gain unauthorized access to the System or use the system to access any other computer system. This includes attempting to log in through another person's account or access another person's files. These actions are illegal, even if only for the purpose of "browsing".
18. Make deliberate attempts to disrupt computer performance or destroy data by any means including spreading computer viruses. These actions are illegal.
19. Use the System to engage in any other illegal acts, such as arranging for a drug sale or the purchase of alcohol, engaging in criminal gang activity, threatening the safety of another person, etc.
20. Use data created outside the System and brought in on a removable storage device without permission from the Information Technology Department and scanning the data for viruses.
21. Use obscene, profane, lewd, vulgar rude, inflammatory, threatening, or disrespectful language.
22. Engage in person attacks, including prejudicial or discriminatory attacks, or knowingly or recklessly post false or defamatory information about a person or organization.
23. Harass another person
24. Post personal contact information about themselves or other people. Personal contact information includes home address and telephone number and personal email address. Employees will not post private information about another person.
25. Utilize social networking sites and instant messaging to communicate with other employees.
26. Repost a message that was sent to them privately without permission of the person who sent the message.
27. Plagiarize another person's work.
28. Infringe on another person's rights of copyright. Copyright infringement occurs when an individual inappropriately reproduces a work that is protected by a copyright. If a work contains language that specifies acceptable use of that work, the user should follow the expressed requirements. If the user is unsure whether or not they can use a work, they should request written permission from the copyright owner.

29. Post chain letters or engage in "spamming". Spamming is sending an annoying or unnecessary message to a large number of people.
30. Engage in for-profit or non-school sponsored commercial activities, including advertising or sales.

Incidental Use

While the County understands that, occasionally, employees may need to use a County system for personal use, the County considers all information systems to be for business use only. For that reason, all activity conducted on County information resources is considered property of the County and is subject of monitoring, searching and destruction without knowledge of the user.

1. Incidental use must not interfere with the normal performance of an employee's work duties.
2. Incidental personal use of the System, including but not limited to, electronic mail, Internet access, fax machines, printers, and copiers, is restricted to approved users only and does not include family member or others not affiliated with the County.
3. Incidental use must not result in direct costs to the County, cause legal action against, or cause embarrassment to the County.
4. Non-business related email messages, voice messages, files and documents within County Computer resources are not private, are subject to the Missouri sunshine Law and storage of such messages on County information resources must be nominal and are not subject to County archival process. These files might be deleted by information services staff without notification of owner.
5. Information services staff is not expected to support or maintain any personal email messages, voice messages, files or documents.

The Information Technology Department, in collaboration with the County Commission, Director of HR and County Counselor, will resolve incidental use questions and issues using these guidelines.

Section 11-6 Solicitation

In an effort to assure a productive and harmonious work environment, persons not employed by Franklin County may not solicit in the workplace at any time for any purpose, unless approved by the department's elected official or department supervisor and the County Commission. In addition, employees may not solicit financial contributions, or solicit for any other cause during working time. Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty. Employees who are not on working time may not solicit employees who are on working time for any cause or distribute literature of any kind to them.

Section 11-6-a Campaign Speech and Activity

1. No County employee shall solicit any contribution for the campaign fund of any candidates for a County office or take part in the political campaign fund of any candidate for a County office. All employees may exercise their rights as a private citizen to express opinions and if a registered voter in the County, sign a nominating petition for any County candidate and vote in any County election. Political affiliation, participation or contribution shall not be considered in making any County employment decision. No County officer, employee or member of a board or commission shall use official authority or official influence for the purpose of interfering with or affecting the result of any election to or nomination for a County office. No County officer, employee or member of a board or commission shall directly or indirectly coerce, attempt to coerce, command, advise, or solicit a County employee to pay, lend or contribute anything of value to a party, committee, organization, agency or person for political or electoral purposes.

2. No employee of the County while on duty or while in uniform that identifies the individual as an employee of the County shall:
 - a. Canvas on behalf of any candidate, political party or political issue;
 - b. Display a political picture, sticker, badge or button;
 - c. Attend a political rally, fund-raising function or other political gathering;
 - d. Circulate or sign a political petition; or
 - e. Service as an election judge or clerk.
 - f. No employee shall place or allow to remain upon a County vehicles used by the employee in the course of employment any political picture, sticker, badge or button.
 - g. Nothing in this section shall be construed to restrict an employee's freedom to express an opinion or exercise the right to vote.
 - h. No employee of the County shall use County equipment, vehicles, personnel, facilities, or resources to promote or help promote any civic, social, business, personal or political candidate, or for any non-County purpose without the express written consent of the County Commission.

Section 11-7 Smoking

Pursuant to the Missouri Clean Indoor Air law, all County facilities and vehicles are smoke-free. This includes the use of any nicotine-containing device or product.

Section 11-8 Safety

Information is provided to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications. If an employee is in doubt about the proper procedures to follow on the job, they should consult their supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action up to and including termination of employment.

Each employee is expected to obey safety rules and to exercise caution in all work activities. The responsibilities of all employees in this regard include:

- (a) Exercising maximum care and good judgment at all times to prevent accident and injuries;
- (b) Reporting to supervisors and seeking first aid for all injuries, regardless of how significant the injury may appear;
- (c) Reporting unsafe conditions, equipment or practices to supervisory personnel;
- (d) Using safety equipment provided by the county at all times.
- (e) Observing conscientiously all safety rules and regulations at all times; and;
- (f) Notifying their supervisors, before the beginning of the workday, of any medication they are taking that may cause drowsiness or other side effects that could lead to injury to them and their coworkers.

Section 11-9 Drug Free Workplace Act

The County is dedicated to providing safe and efficient service to the citizens of the county. Therefore, it is the policy of the County to create a drug-free workplace in keeping with the spirit and intent of the Drug-Free Workplace Act of 1988. The provisions of this policy will apply to all county employees and to all applicants for county positions. While state law allows for the legal use of medical cannabis, the terms of this policy continue to apply to employees' use and influence of same during working hours.

To safeguard the property of Franklin County and its employees and to help prevent the possession, sale, and use of illegal drugs on county's premises, the county reserves the right to question employees and all other persons entering and leaving premises, and to inspect any packages, parcels, purses, handbags, briefcases, lunch boxes, or any other possessions or articles carried to and from county-owned property.

Franklin County reserves the right to search any employee's office, desk, files, locker, or any other area, as well as the articles found within them, at any time by an officeholder, department administrator or representative at any time, with or without notice, when the County has reason to believe an employee is violating any policy regarding contraband, controlled substances or other rules. Entry on the County premises constitutes consent to searches and inspections. Refusal to consent to a search or inspection when requested by an authorized county representative constitutes insubordination and a violation of county policy subject to disciplinary action up to and including termination.

(a) Statement of Policy

While on county premises and while conducting business-related activities off the county premises, the unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance or alcohol is strictly prohibited. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. The use of medicinal cannabis on County property or during work hours is prohibited.

(b) Consequences of Violation of the Policy

Violations of this policy will lead to severe disciplinary action, up to and including immediate termination of employment and or required participation in a substance abuse rehabilitation or treatment program at the employee's expense. Such violations may also have legal consequences.

(c) Notification of Employees

In accordance with the provisions of the Drug-Free Workplace Act, every employee who is engaged in the performance of any work connected with a federal grant will be given a copy of this policy and will, as a condition of employment:

- 1) Abide by the terms of the substance Abuse Policy;
- 2) Notify Franklin County of a criminal conviction of controlled substance-related violation in the workplace, including pleas of nolo contendere (i.e. no contest), within five days of such conviction or plea. Franklin County will notify the federal agency through which a grant is administered within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

(d) Drug-free "Awareness Program

Employees will periodically receive information to educate employees about the dangers and effects of substance abuse; the county's policy of maintaining a drug-free workplace; the penalties that may be imposed upon

employees for drug abuse violations occurring in the workplace; and rehabilitation resources available to employees.

(e) Health Insurance Benefits for Chemical Dependency

Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take available sick and/or unpaid leave to participate in a rehabilitation or treatment program. The county's health insurance program provides benefits for treatment of chemical dependency, including alcoholism, as part of the overall medical benefits program for eligible full-time employees (For further information, refer to the Medical Benefits Booklet).

(f) Alcohol and Controlled Substance Testing

Employees whose jobs are classified as safety-sensitive are subject to alcohol and controlled substance testing. Employees in these positions will be provided a copy of the applicable alcohol and controlled substance testing policy and will be required to sign an acknowledgment of receipt of the policy.

(1) DOT Drivers – Highway Department

Employees whose jobs are classified as safety-sensitive and/or require a Class A or B Commercial Driver's License (CDL) to operate commercial motor vehicles are subject to the "Alcohol and Controlled substance Testing Policy Applicable to Department of Transportation covered Positions".

(2) Non-DOT Authorized Drivers

Authorized drivers of county vehicles and/or employees, who are required to maintain a valid motor vehicle license as a requirement of their position, will be subject of the provisions of the "Alcohol and Controlled substance Testing Policy Applicable to Non-DOT Drivers".

I. PURPOSE

The purpose of this policy is to promote safety for all employees and citizens of the County by implementing a controlled substances and alcohol testing policy for authorized drivers of county-owned vehicles, employees who operate heavy equipment and employees who sustain an alleged work-related injury, including employees in the following offices:

Assessor

- Auditor
- Collector of Revenue
- County Clerk-Voter Registration
- County Commission
- Health Department
- Prosecuting Attorney (including Child Support)
- Public Administrator
- Recorder of Deeds
- Sheriff
- Treasurer
- Highway (when not in conflict with contract)
- Human Resources
- Emergency Management Agency and 911 Dispatching
- Building Department
- Maintenance Department
- Planning and Zoning (including GIS)
- Purchasing
- Municipal Court

Any employee reporting a work-related injury

II. Definitions.

Alcohol – refers to the intoxicating agent in beverage alcohol, ethyl alcohol, or other alcohols including methyl and isopropyl alcohol.

Alcohol Concentration – is the alcohol in volume of breath in terms of grams of alcohol in 210 liters of breath as indicated by an evidential breath test as described in this policy.

Alcohol Use – refers to the consumption of any beverage, mixture or preparation, including medication, which contains alcohol.

Breath Alcohol Technician or BAT – an individual who instructs and assists persons in the alcohol testing process and operates an EBT.

Cannabis – all parts of the plant genus Cannabis in any species or form thereof including, but not limited to, Cannabis sativa L., Cannabis indica, Cannabis Americana, Cannabis ruderalis, and Cannabis gigantean, whether growing; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, sale, derivative, mixture, or preparation of the plant; its seeds or resin. It does not include the mature stalks of the plant; fiber produced from the stalks; oil or cake made from the seeds of the plant; any other compound, manufacture, sale, derivative, mixture, or preparation of the mature stalks except the resin extracted therefrom; fiber, oil, or cake; or the sterilized seed of the plant which is incapable of germination.

Drug – includes controlled substances as defined above as well as any other illegal substance or dug.

Medical Review Officer – a licensed doctor of medicine or osteopathy with a knowledge of drug abuse disorders who is employed or used by the county to conduct drug testing in accordance with Federal law, responsible for receiving laboratory results generated by the county's drug testing program who has been medically trained to interpret and any other relevant biomedical information.

On Duty – includes all working hours, as well as meal periods and break periods, regardless of whether on premises.

Reasonable Suspicion – is the belief that an employee has violated the alcohol or controlled substances prohibitions, based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver.

Refusal to Submit – refers to refusal to submit to an alcohol or controlled substance test and means that an employee: (1) Fails to provide adequate breath for testing without a valid medical explanation after he/she has received notice of the requirement for breath testing; (2) Fails to provide adequate urine for controlled substances testing without a valid medical explanation after he/she had received notice of the requirement for urine testing; (3) Engages in conduct that clearly obstructs the testing process.

Substance Abuse Professional or SAP – refers to a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional or addition counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

Confirmation Test – (1) For alcohol, means a second test, following a screening test with a result of 0.02 or greater that provides quantitative results of alcohol concentration, (2) For controlled substances, this means a second analytical procedure to verify the presence of a specific drug. Gas Chromatography/mass spectrometry is the only authorized method for controlled substances, as defined in this policy.

(g) Conduct Prohibited By This Policy

1. Alcohol

- a. No employee shall report for duty or remain on duty while having an alcohol concentration of 0.04 or greater. No supervisor having actual knowledge that a driver has an alcohol concentration of 0.04 or greater shall allow an employee to perform driving functions.
- b. No employee shall perform driving functions within four hours after using alcohol. No supervisor having actual knowledge that a driver has used alcohol within four hours shall permit a driver to perform or continue to perform a driving function.
- c. No employee shall possess any quantity of alcohol while on duty or while performing a driving function. This includes any medicines, both prescription and over-the-counter, that contain alcohol, unless the packaging seal is unbroken. No supervisor having actual knowledge of the possession of alcohol may permit an employee to drive or continue to drive a motor vehicle or heavy equipment.
- d. No employee shall use alcohol while performing a driving function.
- e. When involved in an accident that requires a post-accident alcohol test, the employee shall not use alcohol within eight hours of the accident or prior to submitting to a post-accident test, whichever comes first.
- f. No employee shall refuse an alcohol test as required by this policy. An employee who refuses to submit to testing will subject to disciplinary action, up and including, termination of employment.

2. Controlled Substances

- a. No employee shall report for duty or remain on duty when using controlled substances, except when the use is pursuant to the instruction of a physician who has advised the driver that the substance does not adversely affect the user's ability to safely operate a motor vehicle. No supervisor having actual knowledge that an employee has used a controlled substance shall permit the driver to perform or continue to perform driving functions.
- b. No employee shall report for duty or remain on duty if the employee tests positive for controlled substances. No supervisor having actual knowledge that an employee has tested positive for controlled substance shall permit the driver to perform or continue to perform driving functions.
- c. No employee shall refuse a controlled substance test as required by this policy. An employee who refuses to submit to testing will be subject to disciplinary action up to and, including, termination of employment.

3. Controlled Substance and Alcohol Testing

Franklin County shall provide, for all positions covered by this policy, the following tests: (1) pre-employment; (2) random testing; (3) reasonable suspicion testing; (4) post-accident testing; (5) return-to-duty; and (6) follow-up testing.

1. PRE-EMPLOYMENT TESTING

a. Controlled Substance Testing

- (1) All employees who Franklin County intends to employ will be tested for controlled substances prior to performing driving functions for the county.

- (2) All prospective employees will be notified that a urine sample will be tested for controlled substance.
- (3) Franklin County will not allow a prospective employee to perform a driving function unless the results of the controlled substances test are negative, and verified by the MRO.
- (4) Any person who refuses to submit to a controlled substance test, or who tests positive for controlled substances will not be offered employment with the country.

2. Reasonable Suspicion Testing

A. Alcohol Testing

- (1) If there is a reasonable suspicion to believe the employee has violated this policy, the employee shall undergo alcohol testing.
- (2) Conduct by employees constituting reasonable suspicion must be witnessed by a supervisor or another trained employee. The supervisor or a trained employee who has reasonable suspicion of violation of this policy by an employee shall report the matter to their officeholder or department administrator. Failure to do so shall subject the supervisor or the trained employee who has actual knowledge of the violation to disciplinary action. This observation must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior and speech or body odors of the employee.
- (3) Reasonable suspicion testing for alcohol is authorized only if the observation as described in (B) above, is made during, just before, or just after the employee has been, will be, or was performing an employment function. A reasonable suspicion test for alcohol must be conducted within two hours after the employee was notified. If the test is not conducted within two hours, a written record stating the reasons for the delay must be done. If the test is not done within eight hours following the notification, the county shall cease its attempts and state in the record the reason for not administering the test.
- (4) A written record shall be made documenting the employee's conduct with respect to reasonable suspicion and signed by the supervisor who observed the behavior within 24 hours of the observation or before the results of the alcohol test are released, whichever is earlier.

B. Controlled Substances

1. If there is a reasonable suspicion to believe the employee has violated this policy, the employee shall undergo controlled substances testing.
2. Conduct by employees constituting reasonable suspicion must be witnessed by a supervisor or another trained employee. The supervisor or a trained employee who has reasonable suspicion of violation of this policy by an employee shall report the matter to the officeholder or department administrator. Failure to do so shall subject the trained employee who has actual knowledge of the violation to disciplinary action. This observation must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. Observation may also include the indications of chronic and withdrawal effects of controlled substances.

3. Reasonable suspicion testing for controlled substances is authorized only if the observation as described in (B) above, is made during, just before, or just after the employee has been, will be, or was performing a work-related function. A reasonable suspicion test for controlled substances must be conducted within two hours after the employee was notified. If the test is not conducted within two hours, a written record stating the reasons for the delay must be done. If the test is not done within eight hours following notification, the county shall cease its attempt to state in the record the reason for not administering the test.
4. A written test shall be made documenting the employee's conduct with respect to reasonable suspicion and signed by the supervisor who observed the behavior within 24 hours of the observation or before the results of the controlled substance are released, whichever is earlier.

C. Post-Accident Testing

Nothing in this policy shall be construed as to require the delay of necessary medical attention for injured person following an accident, or to prohibit a driver from obtaining necessary emergency medical care. Within two (2) hours of a work-related accident, the employee shall be tested for alcohol and controlled substances. If additional time is required in order to provide for medical care, approval must be obtained from the Director of Human resources.

D. Return-To-Duty and Follow-Up Testing

1. RETURN-TO-DUTY: Before an employee returns to duty after engaging in prohibited conduct regarding substance misuse, the employee will be required to take an alcohol and drug test. To return to duty, an employee must have a breath alcohol of under 0.02 and test negative for controlled substances.
2. FOLLOW-UP: any employee who has violated the substance-related prohibitions in this policy shall, after returning to duty, be subject to unannounced follow-up alcohol and drug testing. The number and frequency of the tests shall be determined by a substance abuse professional (SAP) and must consist of at least six tests in the first twelve months following the employee's return to duty.

E. Consequences of Alcohol Misuse and Drug Use

1. No employee who is found to have breath alcohol concentration of 0.02 or greater but less than 0.04 will perform or continue to perform driving functions for the county, nor shall the county permit the employee to perform or continue to perform driving functions until the start of the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test.
2. A first-time offender who tests positive for a controlled substance or has an alcohol concentration of 0.04 or greater will be suspended for at least 30 days without pay. The employee will not be eligible for sick leave or vacation during the suspension.
3. During the suspension, the employee will be referred to a substance abuse professional who can determine what action is needed to assist the driver in resolving their problem of alcohol misuse and drug use. The cost of rehabilitation will be the responsibility of the employee. However, a portion of the medical expenses may be covered by the county group medical insurance plan. An employee's refusal to seek treatment will result in immediate termination of employment.
4. At the end of the suspension and before returning to work, the employee will not perform driving functions unless the employee has:

- a) Been advised of the resources available for evaluating and treating alcohol and/or controlled substance abuse;
 - b) Been evaluated by a substance abuse professional to determine what rehabilitation, if any, is required by the employee and a determination that the employee has successfully complied with any required rehabilitation; and
 - c) Taken a return-to-duty test with either a negative test result for substance abuse or a result of less than 0.02 for alcohol concentration, as applicable. A return-to-duty test that is positive for a controlled substance or greater than 0.02 for alcohol, as applicable will result in termination of employment with the county.
5. An employee who tests positive for the first time and completes their period of suspension, rehabilitation, if required, and subsequent negative testing will be reinstated but will be required to undergo follow-up testing as outlined in Section E herein.
6. If at any time a driver tests positive a second time, he or she will be terminated immediately from employment with the county.

Section 11-10 Workplace Violence

Due to the increased violence in society, which has also filtered into many workplaces throughout the United States, it is the policy of Franklin County to expressly prohibit any acts or threats of violence by any county employee or former employee against any other employee, visitor, or customer on county property or elsewhere at any time. Workplace violence includes, but is not limited to, physical assaults, verbal assaults, harassment, threats, abusive language, carrying concealed weapons, stalking, or intimidation.

- (a) Any employee who engages in workplace violence or in violence/harassment off-the-job that is work related will be subject to severe disciplinary action, up to and including immediate termination.
- (b) The county will take appropriate action when dealing with employees, former employees, or visitors to county facilities who engage in violent behavior. Such action may include notifying the sheriff, police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.
- (c) With the exception of law enforcement personnel authorized to possess firearms by the Sheriff, the county prohibits employees, former employees, and visitors from bringing unauthorized firearms or other weapons onto county premises. The carrying of weapons of any kind, except by law enforcement personnel, in county owned vehicles is prohibited.
- (d) Any employee who is the victim of violence or observes such activity is responsible to reporting it to their elected official or department administrator. Employee reports made pursuant to this policy will be held in confidence to the maximum extent possible.

Chapter 12

SEPARATION OF EMPLOYMENT

- Employment at Will
- Retirement
- Reduction in Workforce/Layoff
- Payment upon Employment Separation
- Return of County Property

Section 12-1 Employment at Will

Since employment with Franklin County is based on mutual consent, both the employee and the county have the right to terminate at will, with or without cause, at any time. An employee who chooses to resign should give their supervisor written notice stating the reason for leaving as far in advance as possible. The county requests the professional courtesy of a two-week notice.

Section 12-2 Retirement

An employee who chooses to retire should give their supervisor written notice as far in advance as possible and contact the Human Resources Department to file their application for retirement at least 30 days, but no more than 90 days from the date it is to be effective. All LAGERS and CERF retirements are effective on the first day of the month.

Section 12-3 Reduction in Workforce/Layoff

An elected official or department supervisor may separate an employee for non-disciplinary reasons because of lack of funds, lack of work or the elimination of a department or position after giving proper notice. An elected official or department administrator may appoint an employee who is to be laid off to any existing vacancy in a lower job classification for which the employee is qualified. Employee's qualifications, abilities, and demonstrated individual performance will be considered when determining who will be laid off. The county will provide at least two weeks' notice or equivalent compensation to persons being laid off.

Section 12-4 Payment upon Employment Separation

Upon separation of employment due to resignation or death, employees who are not in an introductory status will be paid for unused PTO time that has been earned and accrued up to a maximum of eighty (80) hours. In the event of separation due to death of the employee, compensation will be paid to the employee's beneficiary. In no event shall an employee be paid for unused PTO whose employment is involuntarily terminated. In order to be eligible to be paid for unused PTO an employee's last day worked will be the date for retirement purposes. All employee benefits including, but not limited to, health, dental, vision, and contributions to a retirement plan shall terminate as of the last day of the month at which the employee was physically at work and working a full day in order for the employee to be paid for unused PTO.

Section 12-5 Return of County Property

All separating employees are required to return all Franklin County property, materials, equipment, keys, identification cards including commissions for law enforcement personnel, or other written information issued to them or in their possession or control prior to the separation of employment. The county may withhold from the employee's final paycheck the cost of any items that are not returned for or for damaged county property provided that the employee receives at least the current "minimum wage" as required by federal and state wage and hour laws. Benefits otherwise due to the employees may also be withheld. In addition, the county may take legal actions to recover its property.

Chapter 13

WORKER'S COMPENSATION

Franklin County hereby recognizes and adopts all provisions Missouri Worker's Compensation law.

All employees who suffer what is believed to be work related injury or illness must report such injury or illness as soon as possible after the injury occurs or the onset of the illness. Employees who fail to notify County Representatives (supervisor, department head or elected official) within two (2) days of the injury or illness may jeopardize their ability to receive compensation and any other benefits under Missouri Worker's Compensation law. An employee reporting an injury may be required to submit to drug and alcohol testing.

Franklin County provides a comprehensive workers' compensation insurance program as required by Missouri law. If a county employee sustains an injury or illness in the course of their employment with Franklin County, the following policy and procedure will apply.

(a) Reporting Requirements

All work-related injuries must be reported to the employee's supervisor as soon as possible. State law requires that a Report of Injury form be filed with the insurance carrier within three days of the accident. To report a work-related injury the following reports must be filed with the Human Resources Department no later than the next working day following the incident.

- (1) Division of Workers' Compensation Report of Injury. The supervisor of the injured employee must complete a Report of Injury and notify Human Resources immediately. Employee's Statement of Injury. The injured employee must complete this form on the date the injury occurs unless their injuries are so severe that they are unable to. Witness Statement any witness to the accident must complete a Witness Statement.

(b) Selection of Health Care Provider

According to Missouri Workers' Compensation Law, Section 287.140 RSMo., the County Commission has the right to designate the health care provider for work-related injuries or illness. The County Commission shall from time to time designate the physician who shall serve as the Workers' Compensation physician for the County.

If an employee requires emergency medical attention due to the severity of an injury, the emergency room at the nearest hospital should be used. The employee should inform the emergency room physician as to the name of the County's Worker's Compensation physician.

Employees who do not wish to be treated by the physician designated by the County will be required to seek treatment at their own expense in accordance with Section 287.

(c) Coordination with Other Benefits

All work related injuries or illnesses which meet the FMLA definition of a "serious health condition" and which result in the employee being absent from work shall automatically trigger utilization of time off under FMLA (See 10-1 and following).



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, June 16, 2020
Contract/Agreements

**IN THE MATTER OF AUTHORIZING
ACCEPTANCE OF A GRANT FOR
THE JULY 4TH DWI ENFORCEMENT
CAMPAIGN AND AUTHORIZING
EXECUTION THEREOF**

WHEREAS, the Missouri Department of Transportation's Traffic and Highway Safety Division has made available certain funds to be used by law enforcement agencies to pay overtime compensation in support of the July 4th DWI Enforcement Campaign; and

WHEREAS, the Franklin County Sheriff's Department has been selected to participate in such campaign and to receive funding in the amount of \$2,000.00 for overtime compensation for the period of July 02-July 06, 2020; and

WHEREAS, a copy of Subaward Agreement is attached hereto.

IT IS THEREFORE ORDERED by the Franklin County Commission that the grant is hereby accepted and approved and that Sheriff Steven Pelton is authorized to execute all necessary documents pertaining thereto on behalf of Franklin County.

IT IS FURTHER ORDERED that a copy of this Order be provided to Lt. Michael Richardson, Franklin County Sheriff's Department; Angela Gibson, Auditor; Christa Buchanan, County Clerk's Office; Steve Pelton, Sheriff; Sgt. Jason Weggemann, Franklin County Sheriff's Department; Ann Struttman, Purchasing Director; and Mandy Warnecke, Franklin County Sheriff's Department.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd 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; July 4th DWI Campaign

Sirs,
Please review and approve the attached grant in the reimbursable amount of \$2,000 through the University of Central Missouri-Missouri Safety Center (MODOT). The enforcement period is to take place from July 02-06, 2020.

Respectfully,

Sgt. Jason Weggemann 1253

A handwritten signature in black ink that reads "Sgt. Jason Weggemann 1253".

**University of Central Missouri
Subaward Agreement
July 4th DWI Enforcement Campaign**

Pass-Through Entity (PTE): University of Central Missouri – Missouri Safety Center		Subrecipient: Franklin County Sheriff's Office
PTE Principal Investigator: Joanne Kurt-Hilditch Director, Missouri Safety Center		Subrecipient Principal Investigator (PI): Franklin County Sheriff's Office
PTE DUNS Number: 79-559-7124		Subrecipient DUNS Number: 556206266
PTE FEIN: 44-6000293		Subrecipient FEIN: 43-6001345
Subaward Number: SAF128-0123	CFDA No.: 20.607	State Awarding Agency: MO Dept. of Transportation – Highway Safety & Traffic
PTE State Award No: 20-154-AL-017		Federal Awarding Agency: US Department of Transportation
Project Title: Enforcement – July 4th DWI		
Subaward Period of Performance: Award Start: July 2, 2020 Award End: July 6, 2020		Subaward Type: Reimbursable
		Subaward Value: \$2,000

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.

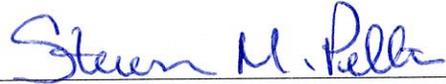
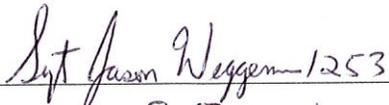
Governing law: This Agreement shall be interpreted under and governed by the laws of the State of Missouri.

Reimbursable Award: The University of Central Missouri (UCM) hereby awards a cost reimbursable contract of up to **\$2,000** to the **Franklin County Sheriff's Office** to support officer overtime on the **July 4th 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

Signature of Authorized Official of PTE (UCM): 	Signature of Authorized Official of Subrecipient (Agency): 
Printed Name: Sarah Craig Date: 10/01/2019	Printed Name: Steven M. Peltz Date: 10/2/2020
Title: Director, Sponsored Programs	Title: SHERIFF
UCM Project Address: Missouri Safety Center Attn: Mindy Sergent Humphrey Building, Suite 200 Warrensburg, MO 64093 Phone: 660-543-4392 Fax: 660-543-4482 Email: sergent@ucmo.edu <i>Subaward Number: SAF128-0123</i>	Signature of Enforcement Administrator of Subrecipient:  Printed Name: Sgt Jason Weggen Date: 06/08/20 Agency Address: #1 Browns Lane Union, Mo 63084 Agency Phone: 636-583-2560 Agency Email: jweggen@franklinmo.net



Attachment A: Statement of Work and Notice of Eligibility July 4th 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 **July 4th 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 **\$2,000** has been designated for actual officer overtime salary and fringe benefits dedicated to enforcement activities during this enforcement campaign.

Participation in **July 4th 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 **July 2, 2020** to **Mindy Sergent**:
 - Scan then Email to: 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 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 August 21, 2020**. Reports submitted after **August 21st** 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 are 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.

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 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



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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.

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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) 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;

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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.

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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).

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- 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.

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**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;

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- 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

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. 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.

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

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

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.

PROJECT DESCRIPTION

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

<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)? State Government - University of Central Missouri	
6 Will this project have an impact statewide, regionally, or locally? Statewide	
7 What target group will this project impact (e.g. young, older, impaired)? Impaired Drivers	
8 What age group does your project focus on? 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. 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

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.



Commission Order No. 2020-280

Second Quarter Term 2020

COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, June 16, 2020
Contract/Agreements

**IN THE MATTER OF APPROVING
AND AUTHORIZING EXECUTION
OF AN AGREEMENT WITH THE
MISSOURI DEPARTMENT OF HEALTH
AND SENIOR SERVICES PERTAINING
TO PUBLIC HEALTH PREPAREDNESS**

WHEREAS, the Missouri Department of Health and Senior Services provides funding to Franklin County on an annual basis for Public Health Emergency Preparedness; and

WHEREAS, it is necessary to renew the agreement in order to obtain the funding that is available; and

WHEREAS, attached hereto and incorporated by reference herein is the new agreement.

IT IS THEREFORE ORDERED by the County Commission of Franklin County that said contract is hereby approved and that Angie Hittson, Director of the Franklin County Health Department, is hereby appointed as the agent of Franklin County for the purpose of executing said agreement.

IT IS FURTHER ORDERED that a copy of this Order be provided to Angie Hittson, Health Department Director; Ann Struttmann, Purchasing Director; and Christa Buchanan, Accounts Receivable.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



Missouri Department of Health and Senior Services

P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

Randall W. Williams, MD, FACOG
Director



Michael L. Parson
Governor

Dear Contractor:

Enclosed is a contract between your organization and the Department of Health and Senior Services that requires you to complete the following steps:

1. Review and sign the front page of the contract;
2. Complete and sign the exhibit labeled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization; and
3. Return the contract to:

Bureau of Financial Services, Procurement Unit
Missouri Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Also, please forward the enclosed yellow page to your Chief Financial Officer. It explains the process for completing the Business Management Assessment (BMA) form and submitting your most recent audit report.

Once all signed copies have been returned to our office and the contract is signed by the department, a fully executed copy of the contract will be returned to you. Please contact the Procurement Unit at (573) 751-6471 or via email at ProcurementUnit@health.mo.gov if you have any questions regarding this letter.

Enclosures

www.health.mo.gov

Healthy Missourians for life.

The Missouri Department of Health and Senior Services will be the leader in promoting, protecting and partnering for health.

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER: Services provided on a nondiscriminatory basis.



Missouri Department of Health and Senior Services

P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

Randall W. Williams, MD, FACOG
Director



Michael L. Parson
Governor

The following information should be directed to your Administrator/Director, Executive Director, Board President or authorized representative with knowledge of policies, procedures and administrative operations of the organization/entity:

The Missouri Department of Health and Senior Services (DHSS) requires subrecipient contractor to annually complete the Business Management Assessment (**BMA**) form. **Keep in mind the form is completed only once per year for each nine digit federal taxpayer identification number (FEIN).** One submission will cover all contracts with DHSS issued under that specific FEIN.

If you have not already done so this calendar year, complete and submit the BMA within 15 calendar days:

- Go to <https://health.mo.gov/atoz/bma/index.php>
- You must use the **Microsoft Internet Explorer** browser rather than other browsers such as Chrome, Firefox, Opera, Safari, etc.
- Ensure that you have enough time to complete the form prior to starting. There is not a "Save" feature. Prolonged periods of inactivity will cause your form to expire and the information will not be submitted, even if it appears it was. **A confirmation number will appear if the form is successfully submitted.**
- You may find helpful information to assist your completion of the BMA at <http://health.mo.gov/information/contractorresources>.

NOTE: Failure to complete the BMA will result in your organization being deemed a high-risk contractor/provider and your organization will not receive further contracts from DHSS until the BMA process is complete. For questions concerning the BMA form, call 573.526.0387 for assistance.

01/15/2020

www.health.mo.gov

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PROGRAM SERVICES CONTRACT

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A which is attached hereto and is incorporated by reference as if fully set forth herein.

Tracking # 48506	Contract Title: PUBLIC HEALTH EMERGENCY PREPAREDNESS	
Contract Start: 7/1/2020	Contract End: 6/30/2021	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #:		Amend #: 00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) FRANKLIN COUNTY DEPARTMENT OF HEALTH	
DOING BUSINESS AS (DBA) NAME	
MAILING ADDRESS 414 EAST MAIN STREET	
CITY, STATE, and ZIP CODE UNION MO 63084	
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN) *****1345	DUNS NUMBER 807100602
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

PUBLIC HEALTH EMERGENCY PREPAREDNESS
FRANKLIN COUNTY DEPARTMENT OF HEALTH

1. GENERAL

- 1.1 The contract amount shall not exceed \$121,901.00 for the period of July 1, 2020 through June 30, 2021.
- 1.2 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.3 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1.3.1 Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
 - 1.3.2 Certificate of authority to transact business/certificate of good standing (if applicable)
 - 1.3.3 Taxes (e.g., city/county/state/federal)
 - 1.3.4 State and local certifications (e.g., professions/occupations/activities)
 - 1.3.5 Licenses and permits (e.g., city/county license, sales permits)
 - 1.3.6 Insurance (e.g., worker's compensation/unemployment compensation)
- 1.4 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Public Health Emergency Preparedness
Program Contact: Katie Sweet
Address: P.O. Box 570, Jefferson City, MO 65102-0570
Phone: 573-526-5448
Email: Preparedness@health.mo.gov

2. PURPOSE

- 2.1 To demonstrate measurable and sustainable progress toward achieving public health and healthcare preparedness capabilities and promote prepared and resilient communities.

3. DEFINITIONS

- 3.1 Director of Local Public Health Agency: Referred to herein as “Administrator.”
- 3.2 PREP: The Partner Readiness Evaluation Program is a one day functional exercise that includes the completion of the Homeland Security Exercise Evaluation Program (HSEEP) After Action Report (AAR).
- 3.3 WebSurv: The WebSurv application is a centralized and integrated database that allows the Department of Health and Senior Services and local public health agency staff the ability to enter and/or update case report information. It is a web-based application that supports the accurate identification and timely statewide reporting of diseases, conditions, and outbreaks to enable public health workers at the local public health agencies and state to intervene in the disease investigation process.
- 3.4 Web Emergency Operations Center (WebEOC): An internet-based collaboration tool that creates a common operating picture, enabling emergency managers to make sound decisions quickly. WebEOC enables users to manage multiple incidents and daily events, assign and track missions and tasks, provide situation reports, manage resources and prepare incident command system (ICS) and incident action plan (IAP) reports.
- 3.5 Health Care Coalitions (HCC): A collaborative network of healthcare organizations and their respective public and private sector response partners. The HCC provide integration, coordination and organization for the purpose of regional healthcare Emergency Support Function #8 activities including preparedness, response, recovery, and mitigation activities involving the member organizations. The HCC will provide a regional healthcare multiagency coordination function to share incident specific healthcare situational awareness to assist with resource coordination during response and recovery activities. Partnerships should formalize their involvement through actions such as regular attendance at partnership meetings, develop by-laws and establish memorandums of understanding (MOUs) and mutual aid agreements (MAA) to share assets, personnel and information.

4. GENERAL DELIVERABLES

- 4.1 The Administrator, contract staff, and other employee(s) designated by the Administrator shall complete the Federal Emergency Management Agency (FEMA) Independent Study Program: IS-700 – Introduction to the National Incident Management System (NIMS), IS-800B – Introduction to the National Response Framework, IS-100 – Introduction to Incident Command System (ICS), and IS-200 – Basic Incident Command System. Public Health and Medical Services and the FEMA Classroom Study Program: ICS 300 – Intermediate Incident Command System, and ICS 400 – Advanced Incident Command System must be completed by command staff only. These courses must be completed within ten (10) months of the beginning contract date, if said person(s) have not already completed or within 10 months of hiring date.
- 4.2 The Contractor shall keep on file an updated listing of staff and their completion dates for all NIMS courses.
- 4.3 The Administrator shall provide twenty-four hours, seven days per week coverage for response to public health emergencies, and infectious diseases for Contractor's jurisdiction. This coverage requires the individual or their designee in charge to respond. The Contractor shall notify and provide the Emergency Response Center (ERC) with cellular phone, pager, or answering service number(s) within twenty-four hours of any change. This information shall be provided to the ERC by email at DRMS@health.mo.gov. The Contractor shall maintain a current 24/7 roster with all contact information for the persons responsible to fill the ICS public health command role in their local jurisdiction and shall notify the ERC within one week of changes made in command staff and contact information.
- 4.4 Within one week of contract staff changes, the Contractor shall notify the Department's Office of Emergency Coordination (OEC) of new employees' name, job function/title and contact information. The Contractor shall send this information by email to: Preparedness@health.mo.gov.
- 4.5 The Administrator or their designated employee is encouraged to attend semi-annual LPHA Planning meetings.
- 4.6 The Contractor shall use and enter appropriate case information into the Department's WebSurv application site at <https://webapp03.dhss.mo.gov/Login/Login.aspx?ReturnUrl=%2fwebmohsis%2fdefault.aspx>.

- 4.7 The Contractor shall abide by the reporting requirements set forth in 19 CSR 20-20.020 (9). All local health authorities shall forward to the Department reports of all diseases or findings listed in sections (1)–(4) of this rule. All reports shall be forwarded according to procedures established by the Department director as listed in sections (1)–(4). Reports will be forwarded immediately if a terrorist event is suspected or confirmed. The local health authority shall retain from the original report any information necessary to carry out the required duties in 19 CSR 20-20.040(2) and (3). 19 CSR 20-20.020 may be found at:
<http://s1.sos.mo.gov/cmsimages/adrules/csr/previous/19csr/19csr0806/19c20-20.pdf>
- 4.8 The Administrator or their designated employee is encouraged to attend quarterly epidemiology meetings and/or conference calls as organized by the Department’s Regional Senior Epidemiologist and/or Medical Epidemiologist.
- 4.9 The Contractor shall ensure that the person performing the epidemiology deliverables attends at least one epidemiology, or statistics, or communicable disease, or emergency response training/course during the contract year.
- 4.10 The Contractor shall designate a Health Alert Network (HAN) coordinator. This coordinator must have administration and distribution rights at the local level. When individuals request access to the HAN, the coordinator shall manage who will have security access to information distributed through the HAN based on public health roles, thus ensuring ongoing protection of critical data distributed through the HAN system.
- 4.11 The Contractor shall participate in necessary trainings as scheduled by the Department’s Office of Emergency Coordination (OEC) regarding the use of the HAN system <https://www.mo-hns.org/>.
- 4.12 The Contractor shall ensure key local HAN contact information is transferred to the HAN system and is updated as changes occur.
- 4.13 The Contractor shall inform the state HAN Coordinator of any notifications initiated at the local level.
- 4.14 The Contractor shall collaborate with the Department on the prioritization and future implementation of the Centers for Disease Control and Prevention’s (CDC’s) Preparedness Capabilities and Performance Measures. The Contractor shall provide local input, participate in conference calls, and/or complete survey(s) as requested by the Department in order to assist with strategic planning,

- 4.15 By June 30th, the Contractor shall complete the Tangible Personal Property Report and submit to OEC. This form needs to be completed for any one single item that has a value of \$5,000 or more purchased within this contract period with Department preparedness funds. Items priced over \$5,000 require prior approval before purchase can be made. If the Contractor has nothing to report, the Contractor shall indicate this on the form. This form can be accessed at <http://clphs.health.mo.gov/lphs/gcu.php>. Submit this form electronically to OEC at Preparedness@health.mo.gov.
- 4.16 By June 30th, the Contractor shall submit to OEC a comprehensive inventory list of items under \$5,000 purchased within this contract period with Department preparedness funds, excluding consumable office supplies.
- 4.17 The Contractor must use the provided template to report this inventory to OEC or submit an inventory list already in place. If the Contractor has nothing to report, the Contractor shall indicate this on the template. The template can be accessed at <http://clphs.health.mo.gov/lphs/gcu.php>.
- 4.18 The Contractor shall participate in the regional healthcare coalition in their respective jurisdiction. (See Attachment C for a map of Missouri's healthcare coalitions and a point of contact for each healthcare coalition. Attachment C is attached hereto and incorporated by reference as if fully set forth herein). Participation shall include, but not be limited to, attendance at healthcare coalition meetings and trainings, as well as participation in exercises with the healthcare coalition. The purpose of this participation is to increase collaboration, coordination and communication for public health and health/medical emergency planning, preparedness, response and recovery thus enhancing the ability to coordinate the Public Health and Medical Emergency Support Function (ESF#8) at the local and regional level. (See Attachment D for healthcare coalitions – frequently asked questions).
- 4.19 By June 30, at least one staff member of the Contractor will have completed WebEOC training.
- 4.20 The Contractor shall ensure that the local public health emergency response plan(s) are integrated and consistent with the county or municipality emergency operation plan (specifically the health and medical annex).
- 4.21 The Contractor must review Attachment E, which is attached hereto and incorporated by reference as if fully set forth herein. If one or more of the following deliverables is marked by an "X" on Attachment E, the Contractor shall complete the marked deliverables during the contract period:

- 4.21.1 The Contractor shall participate in a one day Partner Readiness Evaluation Program (PREP) exercise once every four years with the date selected by the state.
- 4.21.2 The State Emergency Management Agency (SEMA) will notify the Contractor within sixty (60) days of the PREP visit.
- 4.21.3 The Contractor shall provide lunch on the day of the table-top exercise to participants during the PREP visit. An additional \$200 shall be included in the contract budget for this expense.
- 4.21.4 The Contractor shall participate in the development of an HSEEP compliant After Action Report (AAR) for the PREP exercise.
- 4.22 The Contractor shall validate/update their POD Operational Data Collection Sheet within the DHSS-SNS POD Board in WebEOC semi-annually (December 31/June 30).
- 4.22.1 Information on the sheet should be derived from existing plans, resources, agreements and partnerships. When possible, population data to be served by the POD and throughput data will be based on exercises, drills and/or modeling software. When not available, estimates are acceptable.

5. WORK PLAN DELIVERABLES

- 5.1 The Contractor shall select a minimum of three or more Capabilities within the six (6) Domains to work on during the contract period to ensure that all 15 Capabilities within the six (6) Domains are completed within the project period ending June 30, 2024.
- 5.1.1 The Domain Work Plan Reports and CDC's Public Health Preparedness Capabilities: National Standards for State and Local Planning can be accessed at <http://clphs.health.mo.gov/lphs/gcu.php>.
- 5.2 The Contractor shall attend a Public Health Emergency Preparedness Grant strategic planning session for the new project period (once every five years).
- 5.3 By September 30, the Contractor shall submit the "Record of Changes" page, as well as the changes made to their updated Local Public Health Emergency Plan or Guide.

6. REPORTS

- 6.1 The Contractor shall submit Semi-Annual Reports of activities to OEC by January 15, and July 15. When a deliverable cannot be met within the time frame specified herein, documentation and/or an explanation shall be included. Failure to submit reports or perform deliverables in the time frame specified may cause a delay/hold in reimbursement requests. The semi-annual report template can be accessed at <http://clphs.health.mo.gov/lphs/gcu.php>
- 6.2 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment F, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve months, the Contractor shall submit this report annually and at the time the final invoice is due.
- 6.3 The Contractor shall complete and submit a Jurisdictional Risk Assessment (JRA) once every five years to identify potential hazards, vulnerabilities and risks within the community that relate to public health, medical, and mental/behavioral health systems and the access and functional needs of at risk individuals. Using the file library within WebEOC, <https://webeoc.sema.dps.mo.gov/eoc7/>, locate your LPHA by name and upload your JRA.
- 6.4 The Contractor at a minimum of twice per calendar year during the effective dates of the contract, agrees to verify which of its employees are still employed and still require access to the Department's WebSurv and HAN systems. The Contractor shall perform verification and updates with the WebSurv and HAN systems' Program Security Officer at Division of Community and Public Health, Office of Emergency Coordination, Emergency Response Center.

7. BUDGET AND ALLOWABLE COSTS

- 7.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in Attachment G, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 7.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.

- 7.3 If the Contractor identifies specific needs within the Scope of Work, the Contractor may rebudget up to 10% of the total budget between object class categories of the budget without obtaining prior written approval of the Department. Such rebudgeting by the Contractor shall not cause an increase in the indirect cost category. The Contractor and the Department must agree to a written contract amendment for an increase to the indirect cost category or any other rebudgeting.
- 7.4 Indirect costs
- 7.4.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.
- 7.4.2 The Contractor shall not bill the Department for indirect costs that exceed 10.00% of the modified total direct costs as defined in 2 CFR § 200.68.
- a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.
- 7.4.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.
- 7.5 The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.
- 7.6 The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the Contractor's internal policy, whichever is lower.
- 7.6.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.

7.6.2 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for “Per Diem Rates” at the following Internet address: <https://www.gsa.gov>

7.7 The Contractor shall follow competitive procurement practices.

8. INVOICING AND PAYMENT

8.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor’s bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.

8.1.1 A copy of Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

8.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.

8.2 The Contractor shall invoice the Department on the Contractor’s original descriptive business invoice form. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.

8.2.1 In addition, the contractor shall submit Invoicing Tool with each invoice to ensure that indirect costs are calculated correctly, as stated in section 7.4 above. The Invoice Tool can be accessed at <http://clphs.health.mo.gov/lphs/gcu.php>.

8.3 The Contractor shall submit invoices monthly. Invoices shall be due by the 15th day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.

8.4 The Department will pay the Contractor monthly upon receipt and approval of an invoice and report(s) prepared according to the terms of this contract.

8.5 All Public Health Emergency Preparedness invoices and reports shall be sent to:

Missouri Department of Health and Senior Services
Office of Emergency Coordination
P.O. Box 570

Jefferson City, MO 65102-0570

Or email to:

Preparedness@health.mo.gov

- 8.6 The Contractor shall submit the final invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.
- 8.7 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.
- 8.8 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.
- 8.9 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.
- 8.10 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.
- 8.10.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:
- Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570
- 8.11 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at

<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://beta.sam.gov/>.

8.12 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

9. AMENDMENTS

9.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

10. RENEWALS

10.1 The parties may renew the agreement for three (3) additional one-year period if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

11. MONITORING

11.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.

11.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

12. DOCUMENT RETENTION

12.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.

- 12.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
- 12.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.
- 12.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.
- 12.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

13. CONFIDENTIALITY

- 13.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.
- 13.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

14. LIABILITY

- 14.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees 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.

14.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

14.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

15. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

15.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.

15.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid

solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:

- 15.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and
- 15.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.
- 15.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

16. AUTHORIZED PERSONNEL

- 16.1 The Contractor shall be responsible for assuring that all personnel 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 documentation of such licensure or certification shall be made available upon request.
- 16.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the 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 of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 16.3 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/mostatutes/stathtml/28500005301.html?&me=285.530>), 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 should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

- 16.4 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:
 - 16.4.1 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
 - 16.4.2 Provide to the Missouri Department of Health and Senior Services 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
 - 16.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 16.5 In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

17. TERMINATION

- 17.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:

- 17.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
- 17.1.2 A change in federal or state law relevant to this contract occurs; or
- 17.1.3 A material change of the parties to the contract occurs; or
- 17.1.4 By request of the Contractor.
- 17.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:
 - 17.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
 - 17.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 17.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

18. SUBCONTRACTING

- 18.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall

expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

- 18.2 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor, subawardee, and/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, subawardee, and/or subcontractor of any tier shall not be liable when such Contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:
 - 18.2.1 The direct subawardee and/or subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
 - 18.2.2 The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or subcontractor's employees are lawfully present in the United States.
- 18.3 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) 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. The Contractor shall make documentation of such licensure or certification available to the Department upon request.
- 18.4 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

CERTIFICATIONS AND SPECIAL PROVISIONS**1. GENERAL**

1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.

2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.

2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:

2.3.1 Checking the System of Award Management (SAM) <https://www.sam.gov>; or

2.3.2 Collecting a certification from that person; or

2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

CERTIFICATIONS AND SPECIAL PROVISIONS

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

- 3.1 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- 3.2 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 3.3 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 any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.4 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.5 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 31 U.S.C. § 1352. 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.

CERTIFICATIONS AND SPECIAL PROVISIONS**1. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE**

- 1.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

2. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

- 2.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- 2.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

CERTIFICATIONS AND SPECIAL PROVISIONS

2.1 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

3. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

3.1 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:

- 3.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) 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 which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
- 3.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
- 3.1.3 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;
- 3.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;
- 3.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- 3.1.6 Equal Employment Opportunity – E.O. 11246, as amended;
- 3.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
- 3.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);
- 3.1.9 Missouri Governor's E.O. #10-24; and

CERTIFICATIONS AND SPECIAL PROVISIONS

- 3.1.1 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

4. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

- 4.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- 4.2 The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- 4.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

5. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

- 5.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.
 - 1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at <http://health.mo.gov/contractorresources/nga> for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.
 - 1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.
 - 1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.
 - 1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
<http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>
 - 1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.

SUBRECIPIENT SPECIAL CONDITIONS

Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.

1.1 Equipment

- 1.1.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than \$1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than \$5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than \$5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.
- 1.1.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

MISSOURI HEALTHCARE COALITIONS



Healthcare Coalition (HCC) Contacts		
Region A	Non-Urban Rural	Region C
Erin Lynch Mid-America Regional Council elynch@marc.org 816-701-8390	Jackie Gatz Missouri Hospital Association jgatz@mhanet.com 573-893-3700	Dale Chambers St. Louis Area Regional Response System Dale.Chambers@ewgateway.org 314-421-4220

HEALTHCARE COALITION FREQUENTLY ASKED QUESTIONS

What is a regional healthcare coalition?

Missouri has seven regional healthcare coalitions (HCCs) covering the entire geography of the state. The HCCs are supported through federal funding from the U.S. Department of Health and Human Services' Assistant Secretary for Preparedness and Response (DHHS ASPR) to the Missouri Department of Health and Senior Services (DHSS) through the DHSS Hospital Preparedness Program (HPP).

A HCC is defined as “a **collaborative network of healthcare organizations** and their **respective public and private sector response partners** . . . that serve as a multiagency coordinating group to assist with preparedness, response, recovery, and mitigation activities related to healthcare organization disaster operations.”

Who are members of the regional healthcare coalitions?

Each regional healthcare coalition must maintain four core members in order to receive ASPR funding: **public health**, hospitals, emergency medical services and emergency management. Other health and medical partners are welcome, as well, and may include dialysis centers, long-term care, home health, community mental health centers, federally qualified health centers, durable medical equipment providers, blood banks, etc.

What is public health's role in the regional HCCs?

Local public health is often the local Emergency Support Function-8 (ESF-8) lead agency and, as such, has responsibility to assure all ESF-8 partners and functions have been anticipated and plans are developed. Engaging in the routine planning meetings with the regional HCC, trainings and exercises as they occur provides an excellent opportunity for collaborative planning, identification of remaining vulnerabilities and barriers, and a group of partners who are like-minded in planning for ESF-8 needs.

Many local public health agencies serve in leadership roles in their respective HCC as Chair or Co-Chair; serve as subject matter expert on variety of topics or serve as HCC Duty Officer on a rotational schedule. The HCCs are responsible to assure members serving in leadership roles have adequate training to assume their roles.

What is the role of a regional healthcare coalition during and in preparation for an emergency response?

HCCs assist all health and medical partners in their region by facilitating communication and coordination during an emergency response. As the HCCs members have routinely planned, drilled, trained and exercised together prior to an emergency incident, they are uniquely prepared to assist each other with communication and coordination needs and assisting in meeting incident objectives of the individual members.

The HCC is not a command or control entity within the emergency response framework and does not usurp the role of the local emergency manager, local emergency operations center or any facility's emergency plan responsibilities.

HEALTHCARE COALITION
FREQUENTLY ASKED QUESTIONS

How do the HCCs relate to the LPHAs' PHEP responsibilities?

The Hospital Preparedness Program (HPP) and the Public Health Preparedness Program (PHEP) are funded in a collaborative agreement with ASPR and the Centers for Disease Control and Prevention (CDC). Your PHEP contract with DHSS requires engagement in your regional HCC. There are methods to ensure your efficient, yet appropriate levels of engagement to thoughtfully contribute subject matter expertise as well as receive benefits from membership. You should seek to ensure a strong two-way communication and engagement of your LPHA with the HCC. You will find the HCC can provide assistance with your work relative to medical countermeasures, as one example.

There are many advantages to collectively planning for an emergency with the health and medical partners in your community and region.

ATTACHMENT E		
2020-2021 PUBLIC HEALTH EMERGENCY PREPAREDNESS		
Scope of Work Additional Deliverables		
"X" MEANS DELIVERABLE APPLIES AND MUST BE COMPLETED FOR THE CONTRACT PERIOD		
LPHA NAME	PREP Visit Deliverables Under Section 4.21.1 to 4.21.4	Non-CRI Deliverable 4.22
Adair County Health Department		X
Andrew County Health Department		X
Atchison County Health Department		X
Audrain City-County Health Unit	X	X
Barry County Health Department		X
Barton County Health Department		X
Benton County Health Department		X
Bollinger County Health Center	X	X
Butler County Health Department	X	X
Caldwell County Health Department		
Callaway County Health Department		X
Camden County Health Department	X	X
Cape Girardeau County Public Health Center	X	X
Carroll County Health Department		X
Carter County Health Department		X
Cass County Health Department		
Cedar County Health Department		X
Chariton County Health Center		X
Christian County Health Department	X	X
City of St Joseph Health Department	X	X
St Louis City Department of Health & Hospitals		
Clark County Health Department		X
Clay County Public Health Center		
Clinton County Health Department		
Cole County Health Department		X
Columbia City Health Dept.		X
Cooper County Public Health Department		X
Crawford County Nursing Service		X
Dade County Health Department		X
Dallas County Health Department		X
Daviess County Health Department		X
Dent County Health Center		X
Douglas County Health Department	X	X
Dunklin County Health Department		X
Franklin County Health Department		
Gasconade County Health Department	X	X
Grundy County Health Department	X	X
Harrison County Health Department		X

LPHA NAME	PREP Visit Deliverables Under Section 4.21.1 to 4.21.4	Non-CRI Deliverable 4.22	
Henry County Health Center		X	
Hickory County Health Department		X	
Holt County Health Department		X	
Howard County Public Health Department		X	
Howell County Health Department		X	
Independence City Health Department			
Iron County Health Department		X	
Jackson County Health Department			
Jasper County Health Department		X	
Jefferson County Health Department			
Johnson County Health Department	X	X	
Joplin City Health Department		X	
Kansas City Health Department			
Knox County Health Department		X	
Laclede County Health Department	X	X	
Lafayette County Health Department		X	
Lawrence County Health Department	X	X	
Lewis County Health Department		X	
Lincoln County Health Department			
Linn County Health Department		X	
Livingston County Health Center	X	X	
Macon County Health Department		X	
Madison County Health Department		X	
Marion County Health Department and Home Health Agency	X	X	
McDonald County Health Department	X	X	
Mercer County Health Department		X	
Miller County Health Department		X	
Mississippi County Health Department		X	
Moniteau County Health Center	X	X	
Monroe County Health Department		X	
Montgomery County Health Department		X	
Morgan County Health Center		X	
New Madrid County Health Department	X	X	
Newton County Health Department		X	
Nodaway County Health Center		X	
Oregon County Health Department	X	X	
Osage County Health Department		X	
Ozark County Health Center	X	X	
Pemiscot County Health Center		X	
Perry County Health Department		X	
Pettis County Health Center	X	X	
Phelps/Maries County Health Department	X	X	

LPHA NAME	PREP Visit Deliverables Under Section 4.21.1 to 4.21.4	Non-CRI Deliverable 4.22	
Pike County Health Department Home Care & Hospice		X	
Platte County Health Department			
Polk County Health Department		X	
Pulaski County Health Department		X	
Putnam County Health Department		X	
Ralls County Health Department		X	
Randolph County Health Department		X	
Reynolds County Health Center	X	X	
Ripley County Public Health Center		X	
Saline County Health Department		X	
Schuyler County Health Department	X	X	
Scotland County Health Department		X	
Scott County Health Department		X	
Shannon County Health Center		X	
Shelby County Health Department		X	
Springfield-Greene County Health Department		X	
St Charles County Dept. of Community Health & Environment			
St Clair County Health Center		X	
St Francois County Health Center		X	
St Louis County Department of Health			
Ste Genevieve County Health Department	X	X	
Stoddard County Public Health Center		X	
Stone County Health Department		X	
Sullivan County Health Department	X	X	
Taney County Health Department		X	
Texas County Health Department		X	
Tri-County Health Department	X	X	
Vernon County Health Department	X	X	
Warren County Health Department			
Washington County Health Department		X	
Wayne County Health Center		X	
Webster County Health Unit		X	
Wright County Health Department		X	



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
Subrecipient Annual Financial Report

1. Contractor Name and Complete Address		
2. Contract Number	3. Contract Period (MM/DD/YY)	
	From:	To:
4. Contractor Identifying Number (optional)		
5. DUNS Number	6. EIN	7. Report Type
		<input type="checkbox"/> Annual <input type="checkbox"/> Final
8. Transactions		
Contract Expenditures:		
8a. Total contract funds authorized:		
8b. Total expenditures:		
8c. Unspent balance of contract funds (line a minus b):		\$0.00
Match Requirements (if required by the contract):		
8d. Total match required:		
8e. Total match expenditures:		
8f. Remaining match to be provided (line d minus e):		\$0.00
9. Remarks: Attach any explanations deemed necessary.		
10. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).		
11a. Typed or Printed Name and Title of Authorized Certifying Official of the Contractor	11b. Telephone (Including Area Code)	11c. Email Address
11d. Signature of Authorized Certifying Official of the Contractor		11e. Date Report Submitted (MM/DD/YY)

MO 580-3091 (07-17)

FRANKLIN COUNTY HEALTH DEPARTMENT Public Health Emergency Preparedness Budget FY21 (July 1, 2020 - June 30, 2021)		
Category	Budget	Automatic adjustment for costs allowed for Indirect Calculation (for calculation purposes only)
Personnel Services	70,874.96	70,874.96
Fringe Benefits	25,000.00	25,000.00
Travel	4,000.00	4,000.00
Equipment	0.00	
Supplies	5,506.60	5,506.60
Other	5,437.53	5,437.53
Contractual		
Subcontractor #1 (Enter Name)	0.00	0.00
Subcontractor #2 (Enter Name)	0.00	0.00
Subcontractor #3 (Enter Name)	0.00	0.00
Subcontractor #4 (Enter Name)	0.00	0.00
Subcontractor #5 (Enter Name)	0.00	0.00
Total Direct Costs	110,819.09	
Indirect (Administrative) Cost	11,081.91	
TOTAL CONTRACT	121,901.00	
Allowed cost for the calculation of Indirect (Administrative) Costs:		110,819.09
If your organization does not have an approved federally negotiated Indirect Cost Rate, enter rate you are requesting.		10.00%
Does your organization have an approved federally negotiated Indirect Cost Rate? (Enter Yes or No)		no
Provide in the space below a summary of how you calculated your Indirect (Administrative) Costs in accordance with your federally negotiated rate. Enter the allowed Indirect (Administrative) Cost in the blue cell C27. Attach a copy of your approved Indirect Cost Rate agreement.		

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 . |
| 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/Title) 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 Health and Senior Services with all documentation required in Box B of this exhibit.

 Authorized Representative’s Name (Please Print)

 Authorized Representative’s 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.

Authorized Business Entity Representative's Name (Please Print)

Authorized 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; Phone: 888-464-4218; Email: 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.)

_____	_____
Authorized Representative's Signature	Printed Name
_____	_____
Title	Date
_____	_____
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
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)

Authorized Business Entity Representative’s Name (Please Print)

Authorized 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

**STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES**

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. 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.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. 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.
- e. 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.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

1. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the 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 equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

2. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

3. BANKRUPTCY OR INSOLVENCY

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 must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

4. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

5. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

6. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

7. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

8. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.



CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at <https://www.vendorservices.mo.gov/>. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking # 48506	State: 0% \$0.00	Federal: 100% \$121,901.00
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Contract Title: PUBLIC HEALTH EMERGENCY PREPAREDNESS

Contract Start: 7/1/2020 **Contract End:** 6/30/2021 **Amend#:** 00 **Contract #:**

Vendor Name: FRANKLIN COUNTY DEPARTMENT OF HEALTH

CFDA: 93.069 **Research and Development:** N

CFDA Name: PUBLIC HEALTH EMERGENCY PREPAREDNESS

Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION

Federal Award: *

Federal Award Name: *

Federal Award Year: 2020 **DHSS #:** CDC-RFA-TP19-190102-FOA **Federal Obligation:** \$121,901.00

* The Department will provide this information when it becomes available.

Project Description:

To demonstrate measurable and sustainable progress toward achieving public health and healthcare preparedness capabilities and promote prepared and resilient communities.



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, June 16, 2020
Amendment

**IN THE MATTER OF APPROVING
AN AMENDMENT TO SALE
CONTRACT FOR THE SALE OF
CERTAIN REAL PROPERTY LOCATED
ON SOUTH POINT ROAD IN THE
CITY OF WASHINGTON, MISSOURI**

WHEREAS, the County Commission of the County of Franklin, Missouri previously entered into a Sale Contract with the City of Washington, Missouri and B&M Metro Properties, LLC for the sale of certain real property owned by the County of Franklin and the City of Washington on South Point Road in the City of Washington, Missouri; and

WHEREAS, the parties desire to extend the buyer’s due diligence period by an additional 60 days for a total of 180 days; and

WHEREAS, the parties desire to extend the Closing Date within 30 days of removal of all contingencies.

IT IS THEREFORE ORDERED, that the Presiding Commissioner of the County of Franklin, Missouri is here authorized and directed to execute an Amendment to Sale Contract by and between the County of Franklin, Missouri, City of Washington, Missouri, and B&M Metro Properties, LLC, a copy of which is marked Exhibit A and is attached hereto and incorporated herein by reference, 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 the County shall, and the officials, agents and employees of the County are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order.

IT IS FURTHER ORDERED, that a copy of this Order shall be provided to Tim Baker, County Clerk.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgement of all parties.

©ST. LOUIS REALTORS*
Approved by Counsel for St. Louis REALTORS*
To be used exclusively by REALTORS*

Exhibit A

Form # 2089 01/20

AMENDMENT TO SALE CONTRACT

1 SALE CONTRACT DATE: 01/27/2020

2 PROPERTY: 4811 South Point Road, Washington, MO 63090

3 BY AND BETWEEN: B&M Metro Properties, LLC, Buyer(s)
4 and the undersigned Seller(s).

5 Buyer and Seller agree to amend the Sale Contract only as to those matters checked below:

6 New Closing date: Within 30 days of removal of all contingencies.

7 New Possession date (check one): Closing or _____ m (time) of _____ (date)

8 New Loan Contingency date: _____

9 New Purchase price: \$ _____

10 New Loan Amount: _____ % of the purchase price, or \$ _____

11 New Interest Rate not to exceed: _____ %

12 New Amortization term: _____ years

13 New Loan type: _____ (If FHA/VA, attach form #2135fha or #2135va)

14 Seller agrees to pay, at Closing, a cost not to exceed _____ % of purchase price or \$ _____
15 (\$0 if none stated) towards Buyer's closing costs, prepaids, points and other fees allowed by lender.

16 New contingency deadline date: _____ Describe contingency: _____
17

18 Paragraph# 18, Line# _____ or Rider# _____ is changed as follows: Buyers Due Diligence is extended an
19 Additional 60 days for a total of 180 days.

20 Paragraph# _____, Line# _____ or Rider# _____ is changed as follows: _____
21

22 _____
23

24 _____
25

26 *Eric Merchant* dotloop verified 06/01/20 11:15 AM CDT SEOM-QPEW-BZ9P-6QBZ
27 BUYER SIGNATURE DATE

SELLER SIGNATURE DATE

28 Eric Merchant (Managing Member of B&M Metro Properties, LLC)
29 Buyer Printed Name

Seller Printed Name

30 _____
31 BUYER SIGNATURE DATE

SELLER SIGNATURE DATE

32 _____
33 Buyer Printed Name

Seller Printed Name



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, June 16, 2020
Contract/Agreements

**IN THE MATTER OF AUTHORIZING
RENEWAL OF A MAINTENANCE
AGREEMENT WITH SPATIAL
DATA RESEARCH**

WHEREAS, the Franklin County IT Department utilizes a software support program developed by Spatial Data Research; and

WHEREAS, annual maintenance and updates are required in order to properly use such program; and

WHEREAS, the current agreement expires in July 2020, mandating that the agreement be renewed for an additional year starting in July 2020 and ending in July 2021; and

WHEREAS, in addition to renewing the maintenance agreement it is also necessary to renew the second license; and

WHEREAS, the total cost to renew the program and the license is \$2,490.00.

IT IS THEREFORE ORDERED by the Franklin County Commission that the renewal of the maintenance agreement and license agreement is hereby approved at the annual cost of \$2,490.00.

IT IF FURTHER ORDERED that the Presiding Commissioner is authorized to execute all necessary documents pertaining thereto on behalf of Franklin County.

IT IS FURTHER ORDERED that a copy of this Order be provided to Spatial Data Research, Inc.; Larry Sikes, IT Director; and Mark Piontek, County Counselor.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



Spatial Data Research, Inc.
Annual Software Support Contract Information

SDR warrants all software on the operating system, system configuration and ArcGIS version on which it was originally installed. Changes to SDR software required by changes in third party software such as SQL, by changes in CAD output database format or by changes in ALI Protocol/Format are not covered under warranty. If you plan to upgrade equipment or third-party software or processes, contact SDR to discuss the implications to your SDR product during the decision-making process. As SDR's Go2It software may communicate with an output file stored on your server, network changes, including but not limited to paths and permissions, may affect Go2It and are considered outside of warranty.

SDR annual software support packages include telephone and email support, most software upgrades required by ESRI or by operating system changes and incremental version releases (ver 2.0 to 2.1, for example). Full version upgrades with new features are not provided through support packages but are available to all existing customers at a discounted upgrade price.

SDR's goal is to continue to serve our customers so that you can continue to maintain your data and systems with SDR's tools such as Go2It and AddressIt. When your current Windows operating system changes or ESRI ArcGIS upgrades require SDR to redesign or rebuild our software, we develop new versions and distribute them to customers who have current support agreements. Customers that do not have a current support agreement may purchase the new versions by contacting their SDR Sales Director, Matthew Knight.

In short, if you upgrade to Windows 10 or to a new version of ArcGIS your existing SDR software might need to be upgraded. If you have an active support agreement with SDR, you will receive a new version of SDR's software at no additional charge when that software becomes available. If you do not have a support agreement with SDR, you must contact SDR to purchase the new version. Most ESRI version upgrades do not require SDR software upgrades. If you plan on upgrading to a new version of Windows or ESRI ArcGIS, please contact SDR in advance for information on new version release schedules.

SDR currently charges \$120/hour for support not covered by support agreements (such as on-site support or re-trainings) and for customers who do not have active support agreements. Hourly support can be by phone or on-site (onsite support may require your approval for actual travel expenses). This rate applies to one-on-one trainings as well, either to train new or replacement personnel or for additional training of existing personnel. SDR offers a full range of continuing support services including:

- Basic Windows and computer training
- ArcGIS training
- Computer setup
- Software installation on new or replacement computers

NON-Maintenance/Software Support Offerings:

In addition, SDR offers continuing and extended GIS services including:

- Map and mapbook setup and production
- Digital photos of structures linked to GIS points
- Collection and integration of GIS data from surrounding counties
- Customization of all SDR software products to your specific needs

Please contact Matthew Knight at SDR to discuss these options that may help you improve your GIS data experience. NOTE: All new software purchases include one year of maintenance. SDR thanks you for the opportunity to serve your GIS needs and encourages you to contact Matthew Knight for any additional information.



June 5th, 2020

Dear Nichole Zielke:

The purpose of this letter is to explain the yearly software support package that SDR offers and to detail your Annual Renewal of Maintenance/Software Support. Franklin County's software support of SDR's AddressIt product expires July 2nd, 2020 and renews July 3rd, 2020 – July 2nd, 2021. SDR would like to renew your Maintenance/Software Support and therefore need your approval for the renewal. **Please approve/initial next to the appropriate quote/line below and return it as a scanned email to mknight@sdrmaps.com.**

AddressIt Support

Selection

Support Package	Support Features/Maintenance	AddressIt
Standard (Secondary License)	2 hours per month phone support on AddressIt and ArcGIS user questions. Free version upgrades during maintenance term. Support hours 8:00 - 5:00 CST.	\$995.00
Premier (Primary License)	5 hours per month phone support on full SDR Knowledge base including software, E9-1-1, database, GIS, etc. Includes: Two (2 hour) web training classes. One new user on-line training. Free version upgrades during maintenance term. Support hours 8:00 - 5:00 CST.	\$1,495.00

If after reviewing the quotation you decide not to purchase a software support package, SDR will invoice you monthly for on-site support and for billable phone and email support at our standard hourly rate plus any applicable travel expenses. The invoice will include the dates support was provided, the total time per incident and a description of the services delivered. SDR currently charges \$120/hour for out-of-contract software support.

If you have any questions regarding your maintenance options, the SDR software products in it or the services and products covered and not covered by support agreements, please call Matthew Knight at 800-238-1911 or email me at mknight@sdrmaps.com.

Cordially,

Matthew Knight
Vice President
Spatial Data Research, Inc.
913-440-9199 – Office



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, June 16, 2020
Contract/Agreements

**IN THE MATTER OF AUTHORIZING EXECUTION
OF A CERTIFICATION OF CAPACITY TO STORE
VACCINE AND PROVIDER PARTICIPATION AGREEMENT
FOR THE VACCINES FOR CHILDREN PROGRAM**

WHEREAS, federal law requires that each agency or site which receives Vaccines for Children funding must submit a Certification of Capacity to Store Vaccine and Provider Participation Agreement; and

WHEREAS, since Franklin County through the Franklin County Health Department receives funding for such purpose it is necessary that an Certification of Capacity to Store Vaccine and Provider Participation Agreement be submitted by Franklin County; and

WHEREAS, the Certification of Capacity to Store Vaccine and Provider Participation Agreement are attached hereto and incorporated by reference herein; and

IT IS THEREFORE ORDERED, by the Franklin County Commission that the Capacity to Store Vaccine and Provider Participation Agreement are hereby accepted and approved and that Shaukat Thanawalla, MD is authorized to execute all necessary documents pertaining hereto on behalf of Franklin County.

IT IS FURTHER ORDERED that a copy of this order be provided to Angie Hittson, Director of the Franklin County Health Department; Ann Struttman, Purchasing Director; and Shaukat Thanawalla, MD.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
VACCINES FOR CHILDREN PROGRAM
CERTIFICATION OF CAPACITY TO STORE VACCINE

Please review all the terms of this agreement carefully. To participate in the VFC Program and receive federally-procured vaccine, providers must acknowledge and agree to conditions in this agreement.

COMPLY WITH STORAGE AND HANDLING REQUIREMENTS

All VFC providers must comply with Missouri's VFC Refrigerator/Freezer Unit Requirements found at health.mo.gov/living/wellness/immunizations/pdf/624.pdf.

New providers must use stand along refrigerator and stand alone freezer units for storage of vaccine. Small dormitory refrigerators are not allowed for vaccine storage even for daily use.

DESIGNATED A VACCINE COORDINATOR

Designate one fully trained staff members to be the primary vaccine coordinator and at least one individual to be the back-up and ensure on-going training.

SETUP REFRIGERATOR AND FREEZER PROPERLY

See Vaccine Refrigerator and Freezer Setup found at health.mo.gov/living/wellness/immunizations.

Ensure space to allow air flow.

Keep vaccines away from the walls, floor and other boxes.

Group vaccines by type and clearly label the designated space for each vaccine.

Place probe in the center of the refrigerator or freezer.

Do not store food in the refrigerator or freezer.

Do not store vaccine in the doors or drawers.

Remove drawers and fill the space with water bottles in the refrigerator and ice packs in the freezer.

USE CERTIFIED CALIBRATED DATA LOGGERS

Data loggers must be certified in accordance with the National Institute of Standards and Technology. Additionally, any type of temporary storage requires a certified data logger. All Missouri VFC providers must have a certified, calibrated data logger for each unit storing VFC vaccine and a back-up data logger for temporary vaccine storage or transferring vaccine.

STORE VACCINE AT RECOMMENDED TEMPERATURES

Store frozen vaccines at 5°F or below or -15°C or colder. *(The ideal temperature is 0°F or -18°C to keep temperatures from getting too warm.)*
Refrigerate all other vaccines at 36°F to 46°F or 2°C to 8°C. *(The ideal temperature is 40°F or 4°C to keep temperatures from getting too warm or too cold.)*

CHECK AND RECORD REFRIGERATOR AND FREEZER TEMPERATURES TWICE A DAY

Temperatures should be checked and recorded first thing in the morning and at close of business.

Temperatures must be recorded on an appropriate temperature log or entered for submitting via the vaccine Ordering System (VOS).

If the temperature is out-of-range, immediate action must be taken to correct improper vaccine storage conditions. Document all actions taken on the temperature log or not in VOS temperature log comments and contact your assigned VFC liaison immediately.

At the end of the day, check to make sure that refrigerator and freezer doors are shut.

KEEP VFC VACCINE SEPARATE FROM PRIVATELY PURCHASED VACCINE

Must be able to clearly distinguish public and private vaccine stock. Vaccine should be labeled either VFC or private for clear identification and ideally kept on different shelves to minimize potential confusion.

MAINTAIN AND ROTATE STOCK

Rotate stock by placing short-dated vaccine in the front.

Keep Vaccine in original packaging until used.

If you have vaccine that will expire within 90 days, efforts should be made to ensure the vaccine will be utilized or transfer to your local health department or another area VFC provider.

MONITOR CAPACITY TO STORE VACCINES ESPECIALLY DURING FLU SEASON

Inventory vaccine and ensure that there is enough space in the refrigerator and freezer before ordering.

CERTIFICATION OF CAPACITY TO STORE VACCINE

CONTACT YOUR VFC LIAISON IMMEDIATELY IF YOU HAVE STORAGE AND HANDLING PROBLEMS WITH VFC VACCINE SHIPMENTS

Vaccine shipments must be inspected immediately upon delivery to confirm the contents and verify that the temperature monitors indicate vaccine has not been exposed to temperatures outside the appropriate range. Any issue with the vaccine shipments must be reported to your VFC liaison immediately.

CONTACT YOUR VFC LIAISON IF YOU HAVE STORAGE AND HANDLING CONCERNS

If you have any problems with your refrigerator or freezer, keep the refrigerator or freezer doors shut and notify your VFC liaison. Ensure that your Emergency Response Plan is current and an alternate location has been identified.

This spaces was left blank intentionally.

You will be held financially responsible for replacing vaccine doses due to negligence if the above procedures are not followed.

SIGNATURE

MEDICAL LICENSE NUMBER

105435

DATE

6/3/2020

By signing your name, entering your medical license number and date, you, on behalf of yourself and all practitioners associated with this medical office, group practice, health department, specialty clinic, hospital or other entity of which you are the physician-in-charge, medical director or equivalent, agree to comply with each of the VFC program requirements



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
VACCINES FOR CHILDREN PROGRAM
PROVIDER PARTICIPATION AGREEMENT

To receive publicly funded vaccines at no cost, I agree to the following conditions, on behalf of myself and all the practitioners, nurses, and others associated with the health care facility of which I am the medical director or equivalent.

PROVIDER AGREEMENT

1.	I will annually submit a provider profile representing populations served by my practice/facility. I will submit more frequently if 1) the number of children served changes or 2) the status of the facility changes during the calendar year.
2.	<p>I will screen patients and document eligibility status at each immunization encounter for VFC eligibility (i.e., federally or state vaccine-eligible) and administer VFC purchased vaccine by such category only to children who are 18 years of age or younger who meet one or more of the following categories:</p> <ol style="list-style-type: none">1. Federally Vaccine-eligible Children (VFC eligible)<ol style="list-style-type: none">a. Are an American Indian or Alaska Native;b. Are enrolled in Medicaid;c. Have no health insurance;d. Are underinsured: A child who has health insurance, but the coverage does not include vaccines; a child whose insurance covers only selected vaccines (VFC eligible for non-covered vaccines only). Underinsured children are eligible to receive VFC vaccine only through a FQHC, or RHC or under an approved deputization agreement.2. State Vaccine-eligible Children<ol style="list-style-type: none">a. In addition, to the extent that my state designates additional categories of children as "state vaccine-eligible", I will screen for such eligibility as listed in the addendum to this agreement and will administer state-funded doses (including 317 funded doses) to such children. <p>Children aged 0 through 18 years that do not meet one or more of the eligibility federal vaccine categories (VFC eligible), are not eligible to receive VFC purchased vaccine.</p>
3.	<p>For the vaccines identified and agreed upon in the provider profile, I will comply with immunization schedules, dosages, and contraindications that are established by the Advisory Committee on Immunization Practices (ACIP) and included in the VFC program unless:</p> <ol style="list-style-type: none">1. In the provider's medical judgment, and in accordance with accepted medical practice, the provider deems such compliance to be medically inappropriate for the child;2. The particular requirements contradict state law, including laws pertaining to religious and other exemptions.
4.	I will maintain all records related to the VFC program for a minimum of three years and upon request make these records available for review. VFC records include, but are not limited to, VFC screening and eligibility documentation, billing records, medical records that verify receipt of vaccine, vaccine ordering records, and vaccine purchase and accountability records.
5.	I will immunize eligible children with publicly supplied vaccine at no charge to the patient for the vaccine.
6.	I will not charge a vaccine administration fee to non-Medicaid federal vaccine eligible children that exceeds the administration fee cap of \$21.53 per vaccine dose. For Medicaid children, I will accept the reimbursement for immunization administration set by the state Medicaid agency or the contracted Medicaid health plans.
7.	I will not deny administration of a publicly purchased vaccine to an established patient because the child's parent/guardian/individual of record is unable to pay the administration fee.
8.	I will distribute the current Vaccine Information Statements (VIS) each time a vaccine is administered and maintain records in accordance with the National Childhood Vaccine Injury Act (NCVIA), which includes reporting clinically significant adverse events to the Vaccine Adverse Event Reporting System (VAERS).
9.	<p>I understand that beginning January 1, 2021, in order to continue participation in the VFC program I will be required to utilize ShowMeVax for the following:</p> <ol style="list-style-type: none">1. Ordering and appropriately documenting shipments received;2. Managing and reconciling VFC inventories;3. Reporting wastage, transfers, and returns;4. Recording temperature data from temperature logs two times per day (morning and afternoon);5. Borrowing and replacement of vaccines; and6. Documenting vaccine administration per patient.

PROVIDER PARTICIPATION AGREEMENT

10.	<p>I will comply with the requirements for vaccine management including:</p> <ol style="list-style-type: none"> 1. Ordering vaccine and maintaining appropriate vaccine inventories; 2. Not storing vaccine in dormitory-style units at any time; 3. Storing vaccine under proper storage conditions at all times. Refrigerator and freezer vaccine storage units and temperature monitoring equipment and practices must meet Missouri Department of Health and Senior Services (DHSS) storage and handling recommendations and requirements; and 4. Returning all spoiled/expired public vaccines to CDC's centralized vaccine distributor within six months of spoilage/expiration.
11.	<p>I agree to operate within the VFC program in a manner intended to avoid fraud and abuse. Consistent with "fraud" and "abuse" as defined in the Medicaid regulations at 42 CFR § 455.2, and for the purposes of the VFC program:</p> <p>Fraud: is an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person. It includes any act that constitutes fraud under applicable federal or state law.</p> <p>Abuse: provider practices that are inconsistent with sound fiscal, business, or medical practices and result in an unnecessary cost to the Medicaid program, (and/or including actions that result in an unnecessary cost to the immunization program, a health insurance company, or a patient); or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. It also includes recipient practices that result in unnecessary cost to the Medicaid program.</p>
12.	<p>I will participate in VFC program compliance site visits including unannounced visits, and other educational opportunities associated with VFC program requirements.</p>
13.	<p>For providers with a signed deputization Memorandum of Understanding between a FQHC or RHC and the Missouri Department of Health and Senior Services (DHSS) to serve underinsured VFC-eligible children, I agree to:</p> <ol style="list-style-type: none"> 1. Include "underinsured" as a VFC eligibility category during the screening for VFC eligibility at every visit; 2. Vaccinate "walk-in" VFC-eligible underinsured children; and 3. Report required usage data <p>Note: "Walk-in" in this context refers to any underinsured child who presents requesting a vaccine; not just established patients. "Walk-in" does not mean that a provider must serve underinsured patients without an appointment. If a provider's office policy is for all patients to make an appointment to receive immunizations then the policy would apply to underinsured patients as well.</p>
14.	<p>Should my staff, representative, or I access ShowMeVax, I agree to be bound by DHSS' terms of use for interacting with the online ordering system.</p> <ol style="list-style-type: none"> 1. I agree to be bound to any applicable federal laws, regulations, or guidelines related to accessing ShowMeVax and ordering publicly funded vaccines. 2. In advance of any ShowMeVax access by my staff, representative or myself, I will identify each member of my staff or representative who is authorized to order vaccines on my behalf. 3. I will maintain a record of each staff member who is authorized to order vaccines on my behalf. If changes occur, I will inform DHSS within 24 hours of any new staff authorized to order on my behalf. 4. I certify that my identification is represented correctly on this provider enrollment form.
15.	<p>I understand that beginning January 1, 2021, in order to use ShowMeVax for participation in the Vaccines for Children program I will be required to view the Vaccines for Children Program online training. I will complete the survey at the end of the training to obtain a certificate and verify the completion of the training.</p>
16.	<p>I agree to replace vaccine purchased with state and federal funds (VFC, 317) that are deemed non-viable due to provider negligence, misuse, or mishandling of vaccines on a dose-for-dose basis.</p>
17.	<p>I understand this facility or Missouri Department of Health and Senior Services may terminate this agreement at any time. If I choose to terminate this agreement, I will properly return any unused federal vaccine as directed by the Missouri Department of Health and Senior Services.</p>
<p>By signing this form, I certify on behalf of myself and all immunization providers in this facility, I have read and agree to the Vaccines for Children enrollment requirements listed above and understand I am accountable (and each listed provider is individually accountable) for compliance with these requirements.</p>	
<p>MEDICAL DIRECTOR OR EQUIVALENT NAME (PRINT)</p> <p>Shaukat Thanawalla, MD</p>	
SIGNATURE	DATE 6/3/2020



Commission Order No. 2020-284

Second Quarter Term 2020

COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Thursday, June 16, 2020
Contract/Agreement

**IN THE MATTER OF APPROVING
A LIMITED LICENSE AGREEMENT
WITH GASCONADE COUNTY E-911
FOR THE USE OF GIS DATA DEVELOPED
BY FRANKLIN COUNTY**

WHEREAS, Franklin County has developed a comprehensive GIS data system and is willing to provide access to and use thereof to requesting parties; and

WHEREAS, Gasconade County E-911 would like to access Franklin County's comprehensive GIS data system to be able to add to Gasconade County's C.A.D. System to distinguish what district 911 calls are coming in from for use of the Fire and EMS Departments that border Gasconade County; and

WHEREAS, Gasconade County E-911 is willing to be bound by the terms required by Franklin County to include those set forth in the agreement as well as those set forth in this Order.

IT IS THEREFORE ORDERED by the Franklin County Commission that entering into an agreement with Gasconade County E-911 is hereby approved and that the Presiding Commissioner of Franklin County is hereby authorized to execute such agreement on behalf of Franklin County.

IT IS FURTHER ORDERED that a copy of this Order and an executed copy of the agreement be provided to Sandy Lunceford, Gasconade County E-911 Addressing Division; Scottie Eagan, Planning and Zoning; Curtis Ellison, Planning & Zoning; and to Ann Struttmann, Purchasing Agent.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

**COOPERATIVE AGREEMENT PERTAINING TO
LIMITED LICENSE AGREEMENT**

This Cooperative Agreement is entered into this ____ day of _____, 2020; by and between the County of Franklin, Missouri (hereinafter County) and Gasconade County E-911 (hereinafter Licensee), and in exchange for the mutual promises herein contained agree as follows:

This Agreement and the ability of County to enter into this Agreement are authorized by Section 70.210 RSMo and following:

In consideration of the grant by County, of rights to use specified GIS files and GIS data (collectively to referred as “GIS” data base) of Franklin County, Missouri, to which this agreement is applicable and which are now in existence or hereafter developed and as further defined and described in the Licenses Agreement, the undersigned Licensee hereby agrees to accept and use such GIS files and GIS data subject to and under the following terms and conditions:

1. The term “GIS data base” used in this agreement means all computer generated digitized files developed, retained and which may be developed by Franklin County, Missouri, as part of its geographic information system, regardless of format and provided to the undersigned Licensee. The undersigned Licensee hereby acknowledges that Franklin County, Missouri, has protected legal rights to the GIS data base provided hereunder in existence or hereafter developed and that said GIS data base the proprietary, intellectual property of County.
2. The undersigned Licensee hereby agrees to use said GIS data base solely for authorized business purposes within the scope of Licensee’s business. Subject to the terms and conditions of this Agreement, County hereby grants Licensee a limited, non-exclusive, non-assignable License to use the GIS data base in this License Agreement for its internal use only, and not for resale, distribution, assignment, sublicense, or transfer to any third party. The Licensee agrees that by acceptance of the GIS data base under this License Agreement it shall preserve all of County’s right, title, and interest in the GIS data base.
3. The undersigned Licensee agrees not to distribute the GIS files, whether in present format or in any other format, or transfer them to any person or entity of any type without the consent of County. The undersigned further agrees not to permit any

person within its employ, or agent or contractor, or other person, to use, reuse or distribute the GIS files provided hereunder for any purpose except as authorized by this License Agreement without the written consent of Franklin County, Missouri.

4. Licensee acknowledges and agrees that County reserves all rights of ownership, title and control of the GIS database. Licensee agrees that it will treat the GIS Database as confidential, and proprietary information. Licensee will not, under any circumstances, disclose or disseminate the GIS files or any portion thereof to 1) any other person, firm entity or organization except as expressly authorized herein or 2) any employee of Licensee who does not need access thereto in connection with Licensee's exercise of its rights under this Agreement Licensee will use its best effort to keep and maintain the GIS Database in a secure manner so as to preclude unauthorized use, dissemination or disclosure.
5. The Licensee accepts the GIS Database from County, now in existence or hereafter developed without warranty of any type and it hereby agrees to accept the GIS Database in the condition provided. County shall be under no obligation to provide informing Licensee that maintenance has been performed on the GIS Database, or that the information provided in the GIS Database has been updated or in any fashion changed. County expressly disclaims warranties of merchantability and fitness for a particular purpose. In no event shall County be liable for any indirect, special, or consequential damages (including, without limitation, loss of use, data business, or profits, and claims of customers of licensee) arising out of this agreement or use of the licensed materials. The Licensee further covenants that it releases and discharges County and its officers, employees, or agents, from any and all liability with respect to the completeness or accuracy of the GIS Database provided hereunder, and that Licensee shall not, under any circumstance, hold liable either County, or its officers, employees, or agents for any use made of them by the undersigned Licensee.
6. Notwithstanding the provisions of paragraph 7 below, the undersigned further pledges and agrees that the license for use hereby granted is revisable, modifiable and revocable upon order of the Franklin County Commission.

County may terminate this Agreement by providing written notice to Licensee at least thirty (30) days in advance of the effective date of the termination.

7. This License shall commence on the date first written above and shall continue in force until terminated. Licensee may terminate this License at any time by providing written notice to County. Within thirty (30) days of any termination, Licensee shall

certify in writing to County that all copies of the GIS Database have been destroyed or returned to County.

IN WITNESS WHEREOF the undersigned has executed the above License Agreement effective the day and year first above written.

By _____
Authorized Member Printed Name and Title Date

AUTHORIZATION

The Franklin County Commission hereby authorizes the above License Agreement effective the day and year first above written.

ATTEST

FRANKLIN COUNTY, MISSOURI

Tim Baker, County Clerk

By: _____
Tim Brinker, Presiding Commissioner

Date



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, June 16, 2020
Bid Award

**IN THE MATTER OF ACCEPTING THE PROPOSAL
OF SCHMANKE LAW OFFICE FOR TREATMENT
COURT CRIMINAL DEFENSE ATTORNEY SERVICES
AND APPROVING AND AUTHORIZING EXECUTION
OF AN AGREEMENT FOR LEGAL SERVICES
WITH PAUL SCHMANKE, ATTORNEY AT LAW**

WHEREAS, prior hereto in the manner prescribed by law the Franklin County Purchasing Department solicited proposals for Treatment Court Criminal Defense Attorney Services for the County of Franklin, Missouri; and

WHEREAS, Franklin County received three proposals in response to said solicitation; and

WHEREAS, after considerable review it is recommended by the Franklin County Purchasing Department that the proposal of Schmanke Law Office be accepted; and

WHEREAS, Schmanke Law Office has agreed to provide such services for the total compensation of \$2,000.00 per month as per the Agreement for Legal Services attached hereto and incorporated by reference herein; and

IT IS THEREFORE ORDERED by the Franklin County Commission that the proposal submitted by is hereby accepted.

IT IS FURTHER ORDERED that the Agreement with Paul Schmanke, Attorney at Law, is hereby approved and the 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 a copy of this order be provided to Schmanke Law Office; Tim Baker, Franklin County Clerk; Ann Struttmann, Purchasing Agent; and Lynne Maloney, Accounts Payable.

IT IS FURTHER ORDERED that three (3) executed copies of said Agreement and a copy of this Order be proved 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 Ann Struttmann, Purchasing Agent.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



FRANKLIN COUNTY
PURCHASING DEPARTMENT

June 11, 2020

Tim Brinker, Presiding Commissioner
Todd Boland, 1st District Commissioner
Dave Hinson, 2nd District Commissioner

RE: Awarding of Treatment Court Criminal Defense Attorney Services

Dear Commissioners,

On March 19, 2020, the Purchasing Department received and opened requests for proposals for Treatment Court Criminal Defense Attorney Services. The publication/release date of the solicitation was February 19, 2020. Three proposals were submitted from the following; Schmanke Law Office, Helfrich Holtz Brandt and Rodney McKinney.

Following review and scoring from the evaluation team, the Purchasing Department hereby submits recommendation for awarding the contract to Schmanke Law Office. The contract has been submitted along with this letter of recommendation.

Respectfully,

Ann Struttman,
Purchasing Agent, Franklin County Missouri

Memo

TO: COUNTY COMMISSION
FROM: SHERRY HUXOL
RE: AGREEMENT FOR LEGAL SERVICES
DATE: 6-8-20

Attached please find 3 signed copies of the Agreement for Legal Services for Treatment Court signed by Paul Schmanke and Judge Lamke.

As instructed, we are returning them to you for Commission Order approval.

If I need to do anything else, please let me know.

Thank you.

Sherry

AGREEMENT FOR LEGAL SERVICES

COME NOW the parties hereto this 8 day of JUNE, 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, is hereinafter referred to as "Second Party".

WHEREAS, Section 478.001 RSMo. authorizes the establishment of a Treatment Court; and

WHEREAS, the Court has established a Treatment Court in the Twentieth Judicial Circuit; and

WHEREAS, the Court desires to retain the services of a defense attorney to act as a member of the Treatment Court team; and

WHEREAS, the defense attorney, while remaining in a non-adversarial role with the prosecuting attorney, works with the client to discuss the option of the drug court program and works in the best interest of the client; and

WHEREAS, it is important that the defense attorney assists with the reinforcement of the person's successful recovery and that if the person is failing the program, the defense attorney should let the person know what they will be facing regarding the criminal charges if they do fail the program; and

WHEREAS, the County solicited proposals for a defense attorney to act as a member of the Treatment Court team and received a number of responses; and

WHEREAS, after evaluation all responses it has been determined that Paul Schmanke, Attorney at Law, has submitted the most responsive proposal at the most reasonable fee.

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 of the defense attorney as a member of the Treatment Court team. 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 Treatment Court and the Second Party deem necessary and appropriate.

2. Term. The Term of this Agreement shall be for the term beginning on ^{June} ~~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 Two Thousand and 00/100 Dollars (\$2,000.00), payable monthly 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 such time 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 Treatment Court.

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 Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) each claim, Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) 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: 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 3 day of JUNE, 2020.

County of Franklin, Missouri

By: _____
Tim Brinker
Presiding Commissioner

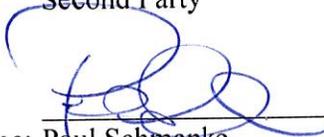
SEAL:

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, June 16, 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 June 16, 2020 addressing the below listed items is hereby approved, to wit:

Liquor Licenses:

Beaufort Lions Club
Bommarito Cellars Inc.
Country Living Real Estate Inc.
Droeges Catering Company LLC
Hagies19
Jerrons LLC.
Knights of Columbus – St. Clair
Knights of Columbus Seisl Council #1121
Knights of Columbus – Washington
Mobil #402
Pump Handle Smoke Shop #401
Pin Oak Creek RV Park
Pinckney Bend Distillery
Pinckney Bend Distillery
Pinckney Bend Distillery
Pit Stop Liquor
New Haven Save-A-Lot
Graze, LLC – 06.27.2020

Abstract of Fees:

Building Department Fees – May 2020

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

BUILDING DEPARTMENT'S MONTHLY REPORT
FUND 450

REPORT FOR MONTH OF MAY 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	\$	39,529.20
450-000-369-10-00	Forfeited Escrow	\$	950.00
450-000-369-10-00	Miscellaneous	\$	106.00
Total Receipts:		\$	40,585.20

Less Disbursements:

450-661-110	Refunds	\$	296.30
450-632-580-14-00	Miscellaneous	\$	0
450-632-580-11-00	Ending Receipts Balance	\$	40,288.90

COPY OF REGISTER OF RECEIPTS GIVEN TO TREASURER ATTACHED

APPLICATION FOR COUNTY LIQUOR LICENSE

June 9, 2020
(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI

FILED
TIM BAKER

Name of State Applicant / Managing Officer Gina M. Boettcher

JUN 11 2020

Company Beaufort Lions Club

CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO. DEPUTY

D/B/A (Business Name) Beaufort Lions Club

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 _____

For a Catering or Picnic License – Address of Event _____

All other Licenses – List what type of License applying for: RBDR (Retail by Drink - All kinds - Resort Mon-Sat)

2041 Lutheran Church Road Beaufort MO 63013
Business Address City State Zip Code

P.O. Box 244 Beaufort MO 63013
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 21st 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-intoxicating 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-intoxicating 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 \$ 303.00 as payment of the fee required by this license.

Gina M. Boettcher
Signature of State Applicant / Managing Officer

513 368 1333 26md.beaufort.lions@gmail.com
Phone Number / Email Address

Return and Make Check Payable to:
Franklin County Clerks Office
400 E Locust, Room 201
Union, MO 63084
LATE FEE \$25 PER MONTH
LATE RENEWAL
Questions call 636-583-6355

Tim Baker
(County Clerk signature)

R ___ F ___ A ___ B ___ S ___ In Office Use # 1

APPLICATION FOR COUNTY LIQUOR LICENSE

6-8-2020

(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

FILED
TIM BAKER

Name of State Applicant / Managing Officer Cathleen M Manley

Company Bommarito Cellars Inc.

JUN 11 2020

D/B/A (Business Name) Bommarito Cellars Inc.

CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO.
DEPUTY

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 _____

For a Catering or Picnic License – Address of Event _____

All other Licenses – List what type of License applying for: Liquor License

3718 Grant School Rd New Haven MO 63068
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 21st 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-intoxicating 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-intoxicating 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 \$ 300.00 as payment of the fee required by this license.

Cathleen M Manley
Signature of State Applicant / Managing Officer

314-250-1290 Bommaritocellars@gmail.com
Phone Number / Email Address

Return and Make Check Payable to:
Franklin County Clerks Office
400 E Locust, Room 201
Union, MO 63084
LATE FEE \$25 PER MONTH
LATE RENEWAL
Questions call 636-583-6355

Tim Baker
(County Clerk)

R ___ F ___ A ___ B ___ S ___ In Office Use #

5/12

APPLICATION FOR COUNTY LIQUOR LICENSE

6-03-2020

(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

FILED
TIM BAKER

Name of State Applicant / Managing Officer Gail A Lause

JUN 05 2020

Company Country Living Real Estate Inc.

CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO. DEPUTY

D/B/A (Business Name) Country Living

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 _____

For a Catering or Picnic License – Address of Event _____

All other Licenses – List what type of License applying for: OPL- ORIGINAL PACKAGE

216 W. MAIN WASHINGTON MO. 63090
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 21st 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-intoxicating 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-intoxicating 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 \$ 103.00 as payment of the fee required by this license.

Gail A Lause
Signature of State Applicant / Managing Officer

636-239-1115 / GailLause@gmail.com
Phone Number / Email Address

Return and Make Check Payable to:
Franklin County Clerks Office
400 E Locust, Room 201
Union, MO 63084
LATE FEE \$25 PER MONTH
LATE RENEWAL
Questions call 636-583-6355

[Signature]
(County Clerk signature)

R F A B S In Office Use 43

APPLICATION FOR COUNTY LIQUOR LICENSE

5-24-2020
(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

FILED
TIM BAKER

Name of State Applicant / Managing Officer Dennis Holtmeyer

JUN 08 2020

Company Proegs Catering Company LLC

CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO.

D/B/A (Business Name) _____

DEPUTY

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 _____

For a Catering or Picnic License – Address of Event _____

All other Licenses – List what type of License applying for: 6 day Original Package

109 W main St Washington MO 63090
Business Address City State Zip Code

PO Box 188 Washington MO 63090
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 21st 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-intoxicating 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-intoxicating 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-intoxicating 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 \$ 103.⁰⁰ as payment of the fee required by this license.

Dennis Holtmeyer

Signature of State Applicant / Managing Officer

636-239-6765 droegscatering@yahoo.com
Phone Number / Email Address

Return and Make Check Payable to:
Franklin County Clerks Office
400 E Locust, Room 201
Union, MO 63084
LATE FEE \$25 PER MONTH
LATE RENEWAL
Questions call 636-583-6355

Tim Baker
(County Clerk signature)

R F A B S In Office Use #3

5/7

APPLICATION FOR COUNTY LIQUOR LICENSE

4/10/20
(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer SEL Ing stewart

Company Agies 19 201

D/B/A (Business Name) Agies 19

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 _____

For a Catering or Picnic License – Address of Event _____

All other Licenses – List what type of License applying for: Big By the Drink / Sunday

618 No Washington Ave Union Mo 63084
Business Address City State Zip Code

Same
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 21st 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-intoxicating 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-intoxicating 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 \$ 503⁰⁰ as payment of the fee required by this license.

[Signature]
Signature of State Applicant / Managing Officer

314 560 3020
Phone Number / Email Address

Return and Make Check Payable to:
Franklin County Clerks Office
400 E Locust, Room 201
Union, MO 63084
LATE FEE \$25 PER MONTH
LATE RENEWAL
Questions call 636-583-6355

[Signature]
(County Clerk signature)

R ___ F ___ A ___ B ___ S ___ In Office Use

APPLICATION FOR COUNTY LIQUOR LICENSE

6/4/2020
(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer Diana L. Fick

FILED
TIM BAKER

Company Jerron's LLC

JUN 08 2020

D/B/A (Business Name) Jerrons LLC.

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 _____

For a Catering or Picnic License – Address of Event _____

All other Licenses – List what type of License applying for: 6 day RBD

<u>25-35 S. Main</u>	<u>St. Clair</u>	<u>Mo</u>	<u>63077</u>
Business Address	City	State	Zip Code

Mailing Address (if different than Business Address)	City	State	Zip Code
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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 21st 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-intoxicating 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-intoxicating 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 \$ 303⁰⁰ as payment of the fee required by this license.

Diana L. Fick
Signature of State Applicant / Managing Officer

636-485-5408
Phone Number / Email Address

Return and Make Check Payable to:
Franklin County Clerks Office
400 E Locust, Room 201
Union, MO 63084
LATE FEE \$25 PER MONTH
LATE RENEWAL
Questions call 636-583-6355

Tim Baker
(County Clerk signature)

R F A B S In Office Use # 1

APPLICATION FOR COUNTY LIQUOR LICENSE

6-8-2020
(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer John Robert

Company Columbian Assn of St. Clair

D/B/A (Business Name) Knight of Columbus

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 _____

For a Catering or Picnic License – Address of Event _____

All other Licenses – List what type of License applying for: liquor

204 S. Commercial, St Clair Mo 63077
Business Address City State Zip Code

SAME AS ABOVE
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 21st 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-intoxicating 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-intoxicating 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 \$ 303.00 as payment of the fee required by this license.

John Robert
Signature of State Applicant / Managing Officer

314-609-6519
Phone Number / Email Address

Return and Make Check Payable to:
Franklin County Clerks Office
400 E Locust, Room 201
Union, MO 63084
LATE FEE \$25 PER MONTH
LATE RENEWAL
Questions call 636-583-6355

[Signature]
(County Clerk signature)

R	<input checked="" type="checkbox"/>	F	<input checked="" type="checkbox"/>	A	<input type="checkbox"/>	B	<input type="checkbox"/>	S	<input checked="" type="checkbox"/>	In Office Use	#	1
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APPLICATION FOR COUNTY LIQUOR LICENSE

6/2/2020

(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

FILED
TIM BAKER

Name of State Applicant / Managing Officer Brent A. Baryen

Company Knights of Columbus

JUN 08 2020

D/B/A (Business Name) Knights of Columbus Seisl Council # 1121

CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO.
DEPUTY

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 _____

For a Catering or Picnic License – Address of Event _____

All other Licenses – List what type of License applying for: SBDN Beer By the Drink & Wine

1120 Columbus Lane Washington mo 63090
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 21st amendment to the Constitution of the United States of a violation 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-intoxicating 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-intoxicating 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 \$ 53.00 as payment of the fee required by this license.

Brent A. Baryen
Signature of State Applicant / Managing Officer

636-239-3756 kcll@jg@gmail.com
Phone Number / Email Address

Return and Make Check Payable to:
Franklin County Clerks Office
400 E Locust, Room 201
Union, MO 63084
LATE FEE \$25 PER MONTH
LATE RENEWAL
Questions call 636-583-6355

Tim Baker
(County Clerk signature)

R F A B S In Office Use # 6

5/13

APPLICATION FOR COUNTY LIQUOR LICENSE

6/2/2020

(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer Brent A. Bergen

Company Washington Columbian Club

D/B/A (Business Name) Knights of Columbus

FILED
TIM BAKER

JUN 08 2020

CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO
DEPUTY

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 _____

For a Catering or Picnic License – Address of Event _____

All other Licenses – List what type of License applying for: RBD-SBD Retail by Drink All Kinds

1120 Columbus Lane Washington MO 63090
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 21st 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-intoxicating 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-intoxicating 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 \$ 503.00 as payment of the fee required by this license.

Brent Bergen
Signature of State Applicant / Managing Officer

636-239-3756 kcll21gm@gmail.com
Phone Number / Email Address

Return and Make Check Payable to:
Franklin County Clerks Office
400 E Locust, Room 201
Union, MO 63084
LATE FEE \$25 PER MONTH
LATE RENEWAL
Questions call 636-583-6355

Tim Baker
(County Clerk signature)

R F A ___ B ___ S ___ In Office Use # 15

APPLICATION FOR COUNTY LIQUOR LICENSE

5/12/2020
(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer Rachel W Anderson

FILED
JIM BAKER

Company Wallis Oil Co Inc

JUN 05 2020

D/B/A (Business Name) Mobil #402

CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO.
DEPUTY

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 _____

For a Catering or Picnic License – Address of Event _____

All other Licenses – List what type of License applying for: OPL SOP OPT

771 North Service Rd West Sullivan MO 63080
Business Address City State Zip Code

106 E Washington Cuba MO 65453
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 21st 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-intoxicating 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-intoxicating 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 \$ 331⁰⁰ as payment of the fee required by this license.

Rachel W Anderson
Signature of State Applicant / Managing Officer

513 241 7700 randerson@mail.warisco.com
Phone Number / Email Address

Return and Make Check Payable to:
Franklin County Clerks Office
400 E Locust, Room 201
Union, MO 63084
LATE FEE \$25 PER MONTH
LATE RENEWAL
Questions call 636-583-6355

[Signature]
(County Clerk signature)

R F A B S In Office Use #169#26
915

APPLICATION FOR COUNTY LIQUOR LICENSE

5/12/2020

(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer Rachel W Andreassa

FILED
TIM BAKER

Company Waller Oil Co Inc

JUN 05 2020

D/B/A (Business Name) Pump Handle Smoke Shop # 409

CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO.
DEPUTY

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 _____

For a Catering or Picnic License -- Address of Event _____

All other Licenses -- List what type of License applying for: OPL SOP OPT

1815 W Osage Pacific MO 63069
Business Address City State Zip Code

106 E Washington Cuba MO 65453
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 21st 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-intoxicating 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-intoxicating 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 \$ 331.00 as payment of the fee required by this license.

[Signature]
Signature of State Applicant / Managing Officer

5732417100 andreassa@wallco.com
Phone Number / Email Address

Return and Make Check Payable to:
Franklin County Clerks Office
400 E Locust, Room 201
Union, MO 63084
LATE FEE \$25 PER MONTH
LATE RENEWAL
Questions call 636-583-6355

[Signature]
(County Clerk signature)

R F A B S In Office Use #16 #20
5/15

APPLICATION FOR COUNTY LIQUOR LICENSE

FILED
CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO.

JUN 09 2020

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI (Date)

Name of State Applicant / Managing Officer Christopher PAXTON DEPUTY

Company M.d Life Crisis Inc

D/B/A (Business Name) PIN OAK CREEK RV PARK

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 _____

For a Catering or Picnic License – Address of Event _____

All other Licenses – List what type of License applying for: ORIGINAL Package 7 DAY

1302 HIGHWAY A1 Villa Ridge MO 63089
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 21st 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-intoxicating 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-intoxicating 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 \$ 303.00 as payment of the fee required by this license.

[Signature]
Signature of State Applicant / Managing Officer

636-451-5656 info@pinocreekrvpark.com
Phone Number / Email Address

Return and Make Check Payable to:
Franklin County Clerks Office
400 E Locust, Room 201
Union, MO 63084
LATE FEE \$25 PER MONTH
LATE RENEWAL
Questions call 636-583-6355

[Signature]
(County Clerk signature)

R F A B S In Office Use # 16
7/24

APPLICATION FOR COUNTY LIQUOR LICENSE

6/1/2020
(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer Jerome Meyer

Company Artisan Spirits LLC

D/B/A (Business Name) Pinckney Bend Distilling

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 _____

For a Catering or Picnic License – Address of Event _____

All other Licenses – List what type of License applying for: LWS - Liquor Wholesale

1101 Miller St. New Haven MO 63068
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 21st 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-intoxicating 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-intoxicating 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 \$ 500.00 as payment of the fee required by this license.

[Signature]
Signature of State Applicant / Managing Officer

573-237-5559/accounts@pinckneybend.com
Phone Number / Email Address

Return and Make Check Payable to:
Franklin County Clerks Office
400 E Locust, Room 201
Union, MO 63084
LATE FEE \$25 PER MONTH
LATE RENEWAL
Questions call 636-583-6355

[Signature]
(County Clerk signature)

R F A B S In Office Use #10

5/18

APPLICATION FOR COUNTY LIQUOR LICENSE

6/1/2020
(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer Jerome Meyer

Company Artisan Spirits LLC

D/B/A (Business Name) Pineknob Bend Distilling

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 _____

For a Catering or Picnic License – Address of Event _____

All other Licenses – List what type of License applying for: LMS - Liquor Manufacture

1101 Miller St. New Haven MO 63068
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 21st 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-intoxicating 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-intoxicating 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 \$ 450.00 as payment of the fee required by this license.

[Signature]
Signature of State Applicant / Managing Officer

573-237-5559 / accounts@pineknobend.com
Phone Number / Email Address

Return and Make Check Payable to:
Franklin County Clerks Office
400 E Locust, Room 201
Union, MO 63084
LATE FEE \$25 PER MONTH
LATE RENEWAL
Questions call 636-583-6355

[Signature]
(County Clerk signature)

R F A B S In Office Use # 22

APPLICATION FOR COUNTY LIQUOR LICENSE

6-10-2020

(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

FILED
TIM BAKER

Name of State Applicant / Managing Officer GREG DOSS

JUN 11 2020

Company DOSS & FENSTER ENTERPRISES

CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO.

D/B/A (Business Name) PET STOP LIQUOR

DEPUTY

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 _____

For a Catering or Picnic License – Address of Event _____

All other Licenses – List what type of License applying for: 7 day OP

250 South Service Rd West SULLIVAN MO 63080
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 21st 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-intoxicating 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-intoxicating 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 \$ 303.00 as payment of the fee required by this license.

[Signature]
Signature of State Applicant / Managing Officer

573-468-9463 jcfenster@gmail.com
Phone Number / Email Address

Return and Make Check Payable to:
Franklin County Clerks Office
400 E Locust, Room 201
Union, MO 63084
LATE FEE \$25 PER MONTH
LATE RENEWAL
Questions call 636-583-6355

[Signature]
(County Clerk signature)

F A B S In Office Use #16

5/12

APPLICATION FOR COUNTY LIQUOR LICENSE

6-8-20
(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI

FILED
TIM BAKER

Name of State Applicant / Managing Officer WBAY QUICK

JUN 09 2020

Company QUICK'S SUPERMARKETS INC.

CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO. DEPUTY

D/B/A (Business Name) NEW HAVEN SAVE-A-LOT

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 _____

For a Catering or Picnic License – Address of Event _____

All other Licenses – List what type of License applying for: OPL & SOP

515 HAROLD MEYER DR. NEW HAVEN, MO. 63068
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 21st amendment to the Constitution of the United States of a violation 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-intoxicating 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-intoxicating 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 \$ 303.00 as payment of the fee required by this license.

Wbay Quick
Signature of State Applicant / Managing Officer

573-237-2521
Phone Number / Email Address

Return and Make Check Payable to:
Franklin County Clerks Office
400 E Locust, Room 201
Union, MO 63084
LATE FEE \$25 PER MONTH
LATE RENEWAL
Questions call 636-583-6355

Tim Baker
(County Clerk signature)

R F A B S In Office Use # 16
4/27

APPLICATION FOR COUNTY LIQUOR LICENSE

6/11/2020
(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer AMELIA TIMMS

Company GRAZE, LLC

D/B/A (Business Name) GRAZE, LLC

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 06/27/2020 DOWNTOWN PACIFIC, MISSOURI

For a Catering or Picnic License – Address of Event 302 W. ST. LOUIS, ST., PACIFIC MO 63069

All other Licenses – List what type of License applying for: _____

409 E. OSAGE ST. PACIFIC MO 63069
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 21st 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 \$ 13.00 as payment of the fee required by this license.

Amelia Timms Owner
Signature of State Applicant / Managing Officer

636-628-6024 tasteofgraze@
Phone Number / Email Address gmail.com

Return and Make Check Payable to:
Franklin County Clerks Office
400 E Locust, Room 201
Union, MO 63084
LATE FEE \$25 PER MONTH
LATE RENEWAL
Questions call 636-583-6355

Tim B...
(County Clerk signature)

R ___ F ___ A ___ B ___ S ___ In Office Use #26