



County Commission

400 East Locust Street, Room 201
Union, MO 63084

Regular Meeting

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

Agenda

Angela Gibson

Tuesday, July 30, 2019

10:00 AM

Commission Chambers

Opening

I. Call to Order

Attendee Name	Present	Absent	Late	Arrived
Second District Commissioner Dave Hinson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Presiding Commissioner Tim Brinker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
First District Commissioner Todd Boland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

II. Minutes Approval

1. Tuesday, July 23, 2019
2. Tuesday, July 23, 2019

III. Public Request for Discussion/Action

IV. Action Items

- a. Commission Order No. 2019-316 In the Matter of Approving and Authorizing Execution of a Grant Award Contract with the State of Missouri Department of Public Safety for the Multi-County Narcotics and Violent Crimes Enforcement Unit
- b. Commission Order No. 2019-317 Resolution – Celebrate #extrAAAordinary
- c. Commission Order No. 2019-318 In the Matter of Appointment to the Franklin County Industrial Development Authority
- d. Commission Order No. 2019-319 In the Matter of Accepting an Offer to Purchase Certain Real Property From Franklin County and Authorizing Execution of a Trustee's Deed in Order to Convey Such Property – Trustee's Sale Simpson
- e. Commission Order No. 2019-320 In the Matter of Accepting an Offer to Purchase Certain Real Property From Franklin County and Authorizing Execution of a Trustee's Deed in Order to Convey Such Property – Trustee's Sale Firehammer
- f. Commission Order No. 2019-321 In the Matter of Accepting an Offer to Purchase Certain Real Property From Franklin County and Authorizing Execution of a Trustee's Deed in Order to Convey Such Property – Trustee's Sale Wilson & Price
- g. Commission Order No. 2019-322 In the Matter of Approving and Authorizing an Amendment to the Schedule D with Fidlarc Technologies
- h. Commission Order No. 2019-323 In the Matter of Authorizing the Franklin County Health Director to Require the Vaccination of Food Handlers for Hepatitis A for Which Vaccines are Available

- i. Commission Order No. 2019-324 In the Matter of Approving and Authorizing Execution of a Proposal with Cochran Engineering Pertaining to the Hendricks Road Bridge
- j. Commission Order No. 2019-325 In the Matter of the County of Franklin Amending the Contract with Missouri Highways and Transportation Commission by Supplemental Agreement for Shawnee Ford Road Bridge
- k. Commission Order No. 2019-326 In the Matter of Approving and Authorizing Execution of a Missouri Highways and Transportation Commission STP Urban Program Agreement for the Removal and Replacement of Elmont Road Bridge
- l. Commission Order No. 2019-327 In the Matter of Appointing and Re-Appointing Members to the Franklin County Law Enforcement Restitution Fund (LERF) Board of Trustees
- m. Commission Order No. 2019-328 In the Matter of Authorizing and Approving an Agreement with Fastcase for the Sheriff's Office
- n. Commission Order No. 2019-329 In the Matter of Authorizing Execution of a Letter of Intent with St. Louis County and Municipal Police Academy
- o. Commission Order No. 2019-330 In the Matter of Approving the Consent Agenda and all Items Listed Thereon

V. Discussion Items and Reports

- A. Elected Official and Departmental Reports (As Needed)
- B. Commission Discussion

VI. Adjournment



County Commission

400 East Locust Street, Room 201
Union, MO 63084

Regular Meeting

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

Minutes

Angela Gibson

Tuesday, July 23, 2019

10:00 AM

Commission Chambers

Opening

I. Call to Order

Attendee Name	Present	Absent	Late	Arrived
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>			
Presiding Commissioner Tim Brinker	<input checked="" type="checkbox"/>			
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>			
Mark Piontek, County Counselor	<input checked="" type="checkbox"/>			
Angela Gibson, Executive Assistant	<input checked="" type="checkbox"/>			
Monte Miller, Missourian	<input checked="" type="checkbox"/>			
Dirk Hogan, Highway Department	<input checked="" type="checkbox"/>			
Larry Davis, Citizen, Invocation	<input checked="" type="checkbox"/>			
Angie Hittson, Health Dept. Director	<input checked="" type="checkbox"/>			
Jenn Kissinger, Navigate	<input checked="" type="checkbox"/>			
Jere Sheehan, Navigate	<input checked="" type="checkbox"/>			
Shannon Johanning, Cochran	<input checked="" type="checkbox"/>			
Kevin Myer, FGM Architects	<input checked="" type="checkbox"/>			
Jenny Metcalf, Recorder of Deeds	<input checked="" type="checkbox"/>			
Scottie Eagan, P&Z Director	<input checked="" type="checkbox"/>			
Tammy Vemmer, Auditor	<input checked="" type="checkbox"/>			
Doug Trentmann, Collector	<input checked="" type="checkbox"/>			
Cpt. Pendleton	<input checked="" type="checkbox"/>			
Tom Copeland, Assessor	<input checked="" type="checkbox"/>			
Debbie Aholt, Treasurer	<input checked="" type="checkbox"/>			
Tim Baker, County Clerk	<input checked="" type="checkbox"/>			
Tony Henry, Maintenance Director	<input checked="" type="checkbox"/>			
Lauren Drumm, HR Director	<input checked="" type="checkbox"/>			
Ann Struttman, Purchasing Director	<input checked="" type="checkbox"/>			
Shakara Pray, Assistant Purchasing	<input checked="" type="checkbox"/>			
Ron Williams, Hwy Administrator	<input checked="" type="checkbox"/>			
Bill Carroll, Highway Department	<input checked="" type="checkbox"/>			
Mary Jo Straatmann, Public Administrator	<input checked="" type="checkbox"/>			

II. Minutes Approval

1. Tuesday, July 9, 2019

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

2. Thursday, July 11, 2019

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

III. Navigate Presentation

Jenn Kissinger, Project Director with Navigate, gave a presentation and update on the ongoing project and construction at the Franklin County Detention Facility. Shannon Johanning, with Cochran Engineering, provided an update on the current construction phase and reasons for the delay. Johanning presents the Commission with a recommendation to dry out the material, level the lot pad, and negotiate a rate with the contractor to utilize a machine for the drying process. Johanning does not recommend the lime stabilization or fly ash treatment due to populated and congested area of the project.

- **Motion to approve Cochran Engineering’s recommendation for the drying process expenses to utilize Soil Allowance #1 and Soil Allowance #2**

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

IV. Public Request for Discussion/Action

No public request for discussion.

V. Action Items

- a. **Commission Order 2019-298** In the Matter of Approving and Authorizing a Support Renewal Agreement with Advantage Software for the Court Reporter Software

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

- b. **Commission Order 2019-299** In the Matter of Renewing an Agreement with NI Government Services, Inc. Pertaining to Satellite Telephone Service

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

- c. **Commission Order 2019-300** In the Matter of Finding Certain Equipment as Surplus to the Needs of Franklin County and Further Authorizing the Disposal of Such

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

- d. **Commission Order 2019-301** In the Matter of Authorizing the Franklin County Health Director to Require the Vaccination of Food Handlers for Certain Food Borne Illnesses, Including Hepatitis A, for Which Vaccines are Available

Angie Hittson, Health Department Director, provided an update on the current situation involving the Hepatitis A status.

- **Motion to Table Commission Order 2019-301 for further discussion and consideration.**

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

- e. **Commission Order 2019-302** In the Matter of Approving and Authorizing Execution of a Quarterly Federal Tax Return

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

- f. **Commission Order 2019-303** In the Matter of Approving a Road Relinquish Agreement with Missouri Highways and Transportation Commission

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

- g. **Commission Order 2019-304** In the Matter of Approving and Authorizing Execution of a Program Services Contract with the Missouri Department of Health and Senior Services for Cities Readiness

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

- h. **Commission Order 2019-305** In the Matter of Approving and Authorizing the Amendment to a Memorandum of Understanding with the Missouri Department of Social Services, Family Support Division

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

- i. **Commission Order 2019-306** In the Matter of Approving Execution of a Memorandum of Understanding between Franklin County and the Missouri Department of Social Services, Family Support Division

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

- j. **Commission Order 2019-307** In the Matter of Entering into a Contract with the Missouri Department of Health and Senior Services for Environmental Child Care Inspections

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

- k. **Commission Order 2019-308** In the Matter of Accepting an Offer to Purchase Certain Real Property from Franklin County and Authorizing Execution of a Trustee's Deed in Order to Convey Such Property

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

- l. **Commission Order 2019-309** In the Matter of Disclosure of Potential Conflicts of Interest and Substantial Interests for Certain Officials and Employees of Franklin County

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

- m. **Commission Order 2019-310** In the Matter of Approving the County Collector's Delinquent Tax List Property Removal

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

- n. **Commission Order 2019-311** In the Matter of Approving and Authorizing Execution of an Addendum to the Software Subscription Agreement with Omnigo Software for Various Franklin County Agencies

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

- o. **Commission Order 2019-312** In the Matter of Approving and Authorizing Execution of an Agreement with nCourt, LLC for the Franklin County Municipal Court Electronic and Online Payment Processing

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

- p. **Commission Order 2019-313** In the Matter of Approving and Authorizing Execution of an Agreement for Legal Services with Marie Gillen

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

- q. **Commission Order 2019-314** In the Matter of Authorizing Payment of Services to Lewis, Reed & Allen, P.C.

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

- r. **Commission Order 2019-315** In the Matter of Approving the Consent Agenda and all the Items Listed Thereon

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

VI. Discussion Items and Reports

- A. Elected Official and Departmental Reports (As Needed)
- I. Tim Baker, County Clerk, gives a reminder that Regional Training will be Wednesday, July 24, 2019.
 - II. Scottie Eagan, Planning and Zoning Director, provides an update on the rezoning progress of Franklin County. There will be a public hearing on August 22, 2019 at 7:00 p.m. and on September 19, 2019 at 7:00 p.m.
- B. Commission Discussion

VII. Service Award Recognition – Dirk Hogan, Highway Department - 25 years

VIII. Adjournment

- Motion to Adjourn at 10:35 p.m.

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>



County Commission

400 East Locust Street, Room 201
Union, MO 63084

Working Session

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

Minutes

Angela Gibson

Tuesday, July 23, 2019

11:00 PM

Commission Conf. Room

I. Call to Order

Attendee Name	Present	Absent	Late	Arrived
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>			
Presiding Commissioner Tim Brinker	<input checked="" type="checkbox"/>			
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>			
County Counselor - Mark Piontek	<input checked="" type="checkbox"/>			
Executive Assistant – Angela Gibson	<input checked="" type="checkbox"/>			
Health Department Director – Angie Hittson	<input checked="" type="checkbox"/>			
Health Department Epidemiologist – Tony Buel	<input checked="" type="checkbox"/>			

II. Discussion with Health Department Director

Discussion was held with the Health Department regarding the Commission Order language addressing vaccinations for communicable diseases.

III. Adjournment

No further discussion was held. Meeting adjourned at 11:40 a.m.



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, July 30, 2019
Contract/Agreements

**IN THE MATTER OF APPROVING AND
AUTHORIZING EXECUTION OF A
GRANT AWARD CONTRACT WITH THE
STATE OF MISSOURI DEPARTMENT OF
PUBLIC SAFETY FOR THE MULTI-COUNTY
NARCOTICS AND VIOLENT CRIMES
ENFORCEMENT UNIT**

WHEREAS, prior hereto Franklin County, through the Missouri Department of Public Safety, applied to the State for a grant for the purpose of supplementing the Multi-County Narcotics and Violent Crimes Enforcement Unit; and

WHEREAS, as a result of such application Franklin County was awarded the sum of \$85,068.36 as per the Grant Award Contract hereto.

IT IS THEREFORE ORDERED that the grant for the purpose of supplementing the Multi-County Narcotics and Violent Crimes Enforcement Unit is hereby accepted and approved and the Presiding Commissioner is authorized to execute any and all necessary documents on behalf of the County of Franklin and such other documents, certificates and instruments as maybe 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 THEREFORE 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 along with an executed copy of the Grant Award Contract be provided to the State Department of Public Safety; Lt Scott Reed; Sheriff Steve Pelton; Tammy Vemmer, Auditor; and Christa Buchanan, Deputy County Clerk.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

MICHAEL L. PARSON
Governor

SANDRA K. KARSTEN
Director



Lewis & Clark State Office Bldg.
Mailing Address: P.O. Box 749
Jefferson City, MO 65101-0749
Telephone: 573-751-4905
Fax: 573-751-5399

STATE OF MISSOURI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR

July 24, 2019

Lt. Scott Reed
P.O. Box 149
Washington, MO 63090

Re: Subrecipient Name: Franklin County, Narcotics Task Force
Subaward Number: 2018-JAG-006
Project Title: Multi-County Narcotics and Violent Crimes Enforcement Unit (MCNVCEU)

Dear Lt. Reed:

Congratulations, the status of the above referenced application under the 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) DTF funding opportunity has changed from "Approved" to "Awarded".

Enclosed are the *Subaward* and *Certified Assurances* documents. The proper Authorized Official and Project Director, as identified on each of the forms, must sign in the applicable sections of each document. **The signatures must be original; stamped signatures will not be accepted!** Signatures different than the names printed will not be accepted either!

Also enclosed is the *Certification of Compliance with 8 U.S.C. 1373 & 1644* form required by the federal granting agency of subrecipients receiving such federal monies. The proper Chief Legal Officer must complete and sign this document. **The signature must be original; a stamped or photocopied signature will not be accepted!**

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

- Subaward* for federal share of the award, signed by both the Authorized Official and the Project Director
- Subaward* for state share of the award, signed by both the Authorized Official and the Project Director
- Certified Assurances*, initialed in the lower right-hand corner of each page by the Authorized Official and signed on the final page by both the Authorized Official and the Project Director
- Certification of Compliance with 8 U.S.C. § 1373 & 1644 by Prospective Subrecipient, signed by the Chief Legal Officer (e.g. County Prosecutor, City Attorney, Unit of Government Legal Counsel)
- Printed copy of your 2019 JAG Application, printed from WebGrants via the My Grants module

Please print all documents single-sided. **Do not duplex or print on both sides of the paper!** Also, please do not staple your documents – use a paper clip or binder clip instead, where desired.

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

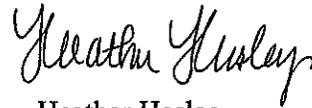
Missouri Department of Public Safety
Attn: CJ/LE Unit
PO Box 749
1101 Riverside Drive
Jefferson City, MO 65102

The Missouri Department of Public Safety retains the original, signed copy of the subaward documents for its files. A scanned copy of the signed subaward documents will be provided for your records via the “Subaward Documents – Final” component of the grant within WebGrants. If your agency requires an original set, please return an extra original set of the signed documents, and they will be forwarded back to your agency via mail.

If you have experienced a change in personnel affecting the names listed on the *Subaward* and/or *Certified Assurances* document, please notify me by email at heather.haslag@dps.mo.gov or by telephone at (573) 751-1318 so that replacement documents can be generated and forwarded for signature. Do not cross out the names printed or have alternative individuals sign in place of the identified person(s).

If you have questions pertaining to the 2019 JAG program, please contact either of the JAG staff: Amelia Hentges at (573) 522-4094 or Alecia Cameron at (573) 751-5997.

Sincerely,



Heather Haslag
CJ/LE Program Manager

cc: File

Enclosures



MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR
SUBAWARD

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

Subrecipient Name: Franklin County, Narcotics Task Force		Subrecipient DUNS Number: 807100602	
DPS Funding Opportunity Title: 2019 JAG - DTFs	Project Period Start Date: 07/01/2019	Project Period End Date: 06/30/2020	
Project Title: Multi-County Narcotics and Violent Crimes Enforcement Unit (MCNVCEU)		Subaward Number: 2018-JAG-006	
Project Description: The Multi-County Narcotics and Violent Crimes Enforcement Unit continues to combine the efforts from Franklin, Lincoln and Washington Counties and the City of Bourbon in Crawford County to form the larger Multi-Jurisdictional Task Force to combat narcotic and associated crimes committed by drug trafficking individuals. The unit will share the goals of drug prevention, smart enforcement and rehabilitation to work toward a safer, drug free area. The unit will also help coordinate larger regional, information and case sharing support to ensure regional investigations and broader case work to reach statewide goals. The Unit will participate in Drug Court programs and be involved in narcotic education and rehabilitation programs.			
Federal Subaward Total: \$85,068.36	CFDA Number and Name: 16.738 – Edward Byrne Memorial Justice Assistance Grant Program		
Research and Development Project: No	Indirect Cost Rate for Federal Award: N/A		
Name of Federal Awarding Agency: Department of Justice, Office of Justice Programs, Bureau of Justice Assistance		Federal Award Date: 10/01/2018	
Name of State Administering Agency (SAA): Missouri Department of Public Safety, Office of the Director P.O. Box 749 Jefferson City, MO 65102		SAA Federal Award Number: 2018-MU-BX-0184	
This Subaward is made in the amount and for the project period referenced above to the Subrecipient identified above. This Subaward is subject to compliance with the general conditions governing grants and subawards and any attached Certified Assurances or Special Conditions. This Subaward is subject to compliance with all federal and state laws and all guidelines identified in the above mentioned DPS Funding Opportunity.			
The undersigned Subrecipient Authorized Official hereby acknowledges he/she is authorized to legally bind the Subrecipient and certifies acceptance of the above-described Subaward on the terms and conditions specified or incorporated by reference above and those stated in the approved application.			
Subrecipient Authorized Official (AO) Name: Timothy Brinker		Subrecipient Project Director (PD) Name: Steve Pelton	
Subrecipient AO Signature:	Date:	Subrecipient PD Signature:	Date:
This Subaward shall be in effect for the duration of the project period stated above and funds shall be made available on the Subaward Date with return of this signed document to the Missouri Department of Public Safety and upon full execution by signature of the Authorized Official of the Missouri Department of Public Safety, Office of the Director.			Subaward Date
Authorized Official, Missouri Department of Public Safety			



MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR
SUBAWARD

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

Subrecipient Name:		Subrecipient DUNS Number:	
Franklin County, Narcotics Task Force		807100602	
DPS Funding Opportunity Title:	Project Period Start Date:	Project Period End Date:	
2019 JAG - DTFs	07/01/2019	06/30/2020	
Project Title:		Subaward Number:	
Multi-County Narcotics and Violent Crimes Enforcement Unit (MCNVCEU)		2018-JAG-006	
Project Description:			
<p>The Multi-County Narcotics and Violent Crimes Enforcement Unit continues to combine the efforts from Franklin, Lincoln and Washington Counties and the City of Bourbon in Crawford County to form the larger Multi-Jurisdictional Task Force to combat narcotic and associated crimes committed by drug trafficking individuals. The unit will share the goals of drug prevention, smart enforcement and rehabilitation to work toward a safer, drug free area. The unit will also help coordinate larger regional, information and case sharing support to ensure regional investigations and broader case work to reach statewide goals. The Unit will participate in Drug Court programs and be involved in narcotic education and rehabilitation programs.</p>			
State Subaward Total:	CFDA Number and Name:		
\$52,236.12	N/A		
<p>This Subaward is made in the amount and for the project period referenced above to the Subrecipient identified above. This Subaward is subject to compliance with the general conditions governing grants and subawards and any attached Certified Assurances or Special Conditions. This Subaward is subject to compliance with all federal and state laws and all guidelines identified in the above mentioned DPS Funding Opportunity.</p> <p>The undersigned Subrecipient Authorized Official hereby acknowledges he/she is authorized to legally bind the Subrecipient and certifies acceptance of the above-described Subaward on the terms and conditions specified or incorporated by reference above and those stated in the approved application.</p>			
Subrecipient Authorized Official (AO) Name:		Subrecipient Project Director (PD) Name:	
Timothy Brinker		Steve Pelton	
Subrecipient AO Signature:	Date:	Subrecipient PD Signature:	Date:
<p>This Subaward shall be in effect for the duration of the project period stated above and funds shall be made available on the Subaward Date with return of this signed document to the Missouri Department of Public Safety and upon full execution by signature of the Authorized Official of the Missouri Department of Public Safety, Office of the Director.</p>			
Authorized Official, Missouri Department of Public Safety			Subaward Date



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



2019 CERTIFIED ASSURANCES

Subrecipient:	Franklin County, Narcotics Task Force	Subaward Number:	2018-JAG-006
Project Title:	Multi-County Narcotics and Violent Crimes Enforcement Unit (MCNVCEU)		

The Subrecipient hereby assures and certifies compliance with all the following certified assurances:

General:

- Governing Directives:** The Subrecipient assures that it shall comply, and all its subcontractors shall comply, with the applicable provisions of the "JAG Solicitation", the "DPS Financial and Administrative Guide", the "DPS Subrecipient Travel Guidelines", any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (VOCA) of 1984 (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act (JJJPA) of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women (VAWA) Act of 2013 (42 U.S.C. 13925(b)(13)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. Part 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); Executive Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and other neighborhood organizations); 28 C.F.R. Part 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and 28 C.F.R. Part 54 (U.S. Department of Justice Regulations – Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), and other applicable federal and state laws, orders, circulars, or regulations.
- Compliance Training:** As a recipient of federal and/or state funds, the Subrecipient is required to participate in any applicable Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training may be hosted in-person or as a webinar to provide post-award information to include, but not limited to, subaward acceptance, project implementation, reporting requirements, subaward changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.
- Non-Supplanting:** The Subrecipient assures that federal and/or state funds made available under this subaward will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.
- Change in Personnel:** The Subrecipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence as it affects the 'My Profile' module, 'Contact Information' component, and/or 'Budget' component within WebGrants. The notification shall be sent through the 'Correspondence' component of WebGrants to the appropriate Internal Contact with the *Change of Information Form* attached.
- Subaward Adjustments:** The Subrecipient understands that any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a Subrecipient (unless specifically notified by the Missouri Department of Public Safety of additional funding being awarded), but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the 'Subaward Adjustment' component of WebGrants.

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6. **Monitoring:** The Subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Subrecipient assures that all documentation or records relating to this subaward shall be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, the U.S. Department of Justice (DOJ), the DOJ Office of Inspector General, the Comptroller General of the United States, or any of their authorized representatives immediately upon request. The Subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this subaward.
7. **Criminal Activity:** The Subrecipient assures to formally report to the Missouri Department of Public Safety within 48 hours of notification if an individual funded, in whole or in part, under this subaward is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.
8. **Reporting Potential Fraud, Waste, and Abuse:** The Subrecipient shall not make false statements or claims in connection with any funds subawarded by the Missouri Department of Public Safety. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contracts, and/or other remedy by law. The Subrecipient must promptly refer to the U.S. Department of Justice, Office of Inspector General (OIG) and the Missouri Department of Public Safety (DPS) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or any other person has, in connection with funds under this subaward, either:
 - (a) Submitted a claim that violates the False Claims Act; or
 - (b) Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this subaward must be reported to the OIG by one of the following methods:

Mail: Office of Inspector General
U.S. Department of Justice, Investigations Division
950 Pennsylvania Avenue, N.W., Room 4706
Washington, D.C. 20530

Email: oig.hotline@usdoj.gov

DOJ OIG Hotline: Phone - (800) 869-4499 or Fax - (202) 616-9881

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this subaward, must also be reported to the DPS by one of the following methods:

Mail: Missouri Department of Public Safety
Office of the Director
Attn: CJ/LE Unit
P.O. Box 749
1101 Riverside Drive
Jefferson City, MO 65102-0749

Email: dpsinfo@dps.mo.gov

DPS Office: Phone – (573) 751-4905 or Fax – (573) 751-5399

The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the review of a report of fraud, waste, or abuse relating to funds under this subaward.

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9. **Non-Disclosure Agreements:** The Subrecipient understands it cannot require any employee or subcontractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department, the Missouri Department of Public Safety, or other agency authorized to receive such information.

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

In accepting this subaward, the Subrecipient:

- (a) Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or subcontractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or subcontractors from reporting waste, fraud, or abuse as described above; and
- (b) Certifies that, if it learns or is notified that it is or has been requiring its employees or subcontractors to exercise agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the Missouri Department of Public Safety, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the Missouri Department of Public Safety.

10. **Protection from Reprisal for Disclosures:** The Subrecipient understands, pursuant to 41 U.S.C § 4712, an employee or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee or subcontractor reasonably believes is evidence of gross mismanagement of the funds under this subaward, a gross waste of the funds under this subaward, an abuse of authority relating to the funds under this subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to the funds under this subaward.
11. **Lobbying:** The Subrecipient understands and agrees that, in general, it cannot use any federal funds, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government. Furthermore, the Subrecipient understands and agrees that, in general, federal law prohibits federal funds from being used to pay any person to influence (or attempt to influence) with respect to the awarding of a federal grant or cooperative agreement.

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Subrecipient certifies and assures the following:

- (a) No federal appropriated funds may be paid, by or on behalf of the Subrecipient, 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 making of any federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- (b) If the Subrecipient's request for federal funds is in excess of \$100,000, and 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 grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

12. **Fair Labor Standards Act:** All Subrecipients of federal funds will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

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13. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the Subrecipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Subrecipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

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

14. **Relationship:** The Subrecipient agrees that it will represent itself to be an independent Subrecipient offering such services to the general public and shall not represent themselves or their employees to be employees of the Missouri Department of Public Safety. (This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs.) Therefore, the Subrecipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.
15. **Texting While Driving:** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Missouri Department of Public Safety encourages the Subrecipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
16. **Drug-Free Workplace:** As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, as defined by 28 C.F.R. §§ 83.620 and 83.650:

The Subrecipient certifies and assures that it will, or will continue to, provide a drug-free workplace by:

- i. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- ii. Establishing an on-going 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; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- iii. Making it a requirement that each employee to be engaged in the performance of work funded by this subaward be given a copy of the statement required by paragraph (a);
- iv. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment funded by this subaward, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- v. Notifying the Missouri Department of Public Safety, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Subrecipients of convicted employees must provide notice, including position title of any such convicted employee, to the Missouri Department of Public Safety by one of the following methods:

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Mail: Missouri Department of Public Safety
Office of the Director
Attn: CJ/LE Unit
P.O. Box 749
1101 Riverside Drive
Jefferson City, MO 65102-0749

Email: dpsinfo@dps.mo.gov

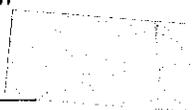
- vi. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- vii. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Civil Rights:

1. **Ensuring Access to Federally Assisted Programs:** The Subrecipient acknowledges that federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.
2. **Enforcing Civil Rights Laws:** The Subrecipient acknowledges that all recipients of federal financial assistance, regardless of the particular source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, DOJ's Office for Civil Rights (OCR) investigates recipients that are the subject of discrimination complaints from both individuals and groups.
3. **Limited English Proficiency (LEP):** The Subrecipient assures that, in accordance with the *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 67 Fed. Reg. 41455 (2002) as it pertains to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, recipients of federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency (LEP). "Meaningful access" will generally involve some combination of oral interpretation services and written translation of vital documents. For more information, visit <https://www.lep.gov>.
4. **Equal Employment Opportunity Plan (EEO):** The Subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 42, Subpart E., DOJ's Equal Employment Opportunity Program (EEO) Guidelines. The Subrecipient will prepare an *EEO Utilization Report* if the Subrecipient (1) is a state or local government agency or any business; and (2) has 50 or more employees (counting both full and part-time employees but excluding seasonal employees, political appointees, and elected officials); and (3) receives a single award of \$25,000 or more from the Office of Justice Programs (OJP), Office on Violence Against Women (OVW), or Community Oriented Policing Services (COPS). The *EEO Utilization Report* must be prepared and submitted to DOJ's Office for Civil Rights (OCR) through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

If the Subrecipient does not meet all the aforementioned criteria, the Subrecipient is exempt from preparing the *EEO Utilization Report*; however, all Subrecipients, regardless of their EEO obligations, must complete the *Certification Form*, in which the Subrecipient declares its satisfaction of its obligations. The *Certification Form* must be prepared and submitted to DOJ's OCR through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

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To prepare the applicable *EEO Utilization Report* and/or *Certification Form* or for more information, visit <https://ojp.gov/about/ocr/eeop.htm>.

5. **Using Arrest and Conviction Records for Employment Decisions:** The Subrecipient understands the Office for Civil Rights (OCR) issued an advisory document for recipients of federal financial assistance on the proper use of arrest and conviction records in making hiring decisions. Refer to *Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964* (June 2013), available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

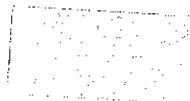
Subrecipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the *Advisory*, Subrecipients should consult local counsel in reviewing their employment practices. If warranted, Subrecipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity (EEO) Plans.

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

Financial:

1. **Fund Availability:** The Subrecipient understands all subawards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from federal and/or state sources are not appropriated and continued at an aggregate level sufficient to cover the costs under this subaward, or in the event of a change in federal and/or state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
2. **Release of Funds:** The Subrecipient acknowledges no funds will be disbursed under this subaward until such time as all required documents are signed by the Subrecipient Authorized Official and Subrecipient Project Director and returned to the Missouri Department of Public Safety for final review and signature by the Director or his/her designee.
3. **Duplicative Funding:** The Subrecipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this subaward, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this subaward, the Subrecipient will promptly notify, in writing, the Missouri Department of Public Safety. If so requested and allowed by the Missouri Department of Public Safety, the Subrecipient shall submit a Subaward Adjustment for a budget revision or program revision to eliminate any inappropriate duplication of funding.
4. **Financial Guide:** The Subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

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5. **Allowable Costs:** The Subrecipient understands that only allowable and approved expenditures will be reimbursed under this subaward. These monies may not be utilized to pay debts incurred by other activities. The Subrecipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The Subrecipient also agrees to expend funds no later than the date identified in the "JAG Solicitation". (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. The Subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Subrecipient certifies that all expendable and non-expendable property purchased funds under this subaward shall be used for approved project purposes only.

6. **Financial Reporting Requirements:** The Subrecipient agrees to complete and submit any financial reports required for this program as outlined in the "JAG Solicitation". Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.

7. **Project Income:** The Subrecipient agrees to account for project income generated by the activities of this subaward, and shall report receipts and expenditures of this income on the monthly Claim report. The Subrecipient understands that all project income generated as a result of this subaward shall be expended during the life of the project period, unless otherwise stated.

8. **Procurement:** The Subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the Subrecipient assures that all procurement transactions will meet the minimum standards set forth in the "DPS Financial and Administrative Guidelines" and identified here:
 - (a) All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
 - (b) Purchases to a single vendor totaling less than \$3,000 may be purchased with prudence on the open market.
 - (c) Purchases estimated to total between \$3,000 but less than \$25,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
 - (d) Purchases with an estimated total of \$25,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
 - (e) Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
 - (f) Sole source procurement on purchases to a single vendor of \$3,000 and over requires prior approval from the Missouri Department of Public Safety.

9. **Buy American:** The Subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.

10. **Buy Missouri:** The Subrecipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the state of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.



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15. **Enforceability:** If a Subrecipient fails to comply with all applicable federal and/or state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the subaward, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

Programmatic:

1. **Uniform Crime Reporting (UCR):** The Subrecipient assures, where the project agency is a law enforcement agency, that the law enforcement agency is in compliance with the state provisions of Section 43.505 RSMo relating to uniform crime reporting and will remain in full compliance for the duration of the project period.
2. **Racial Profiling:** The Subrecipient assures, where the project agency is a law enforcement agency, that the law enforcement agency is in compliance with the state provisions of Section 590.650 RSMo relating to racial profiling and will remain in full compliance for the duration of the project period.
3. **Federal Equitable Sharing Funds:** The Subrecipient assures, where the project agency is a law enforcement agency, that the law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds received therefrom to the Missouri State Auditor.
4. **Custodial Interrogations:** The Subrecipient assures, where the project agency is a law enforcement agency, that the law enforcement agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.
5. **DWI Law – Law Enforcement:** The Subrecipient assures, where the project agency is a law enforcement agency, that the law enforcement agency is in compliance with the state provisions of Section 43.544 RSMo relating to the “DWI Law” and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.
6. **DWI Law – Prosecutors:** The Subrecipient assures, where the project agency is a county prosecutor’s office or municipal prosecutor’s office, that the county prosecutor’s office or municipal prosecutor’s office is in compliance with Section 43.544 RSMo relating to the “DWI Law” and has adopted a written policy to forward all charge information for intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.
7. **Data Reporting Requirements:** The Subrecipient agrees to complete and submit any data or statistical reports required for this program as outlined in the “JAG Solicitation”. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.
8. **Time Records Requirement:** The Subrecipient assures that, all project personnel funded through this subaward will maintain timesheets that detail 100% of their time along with the activities/services provided. The timesheets should be signed by both the employee and the appropriate approving official. These timesheets must be provided to the Missouri Department of Public Safety personnel upon request.
9. **Body Armor:** The Subrecipient understands, if monies are requested and awarded for the purchase of body armor, that JAG funds may be used to purchase body armor but may not be used as the 50% match for purposes of BJA’s Bulletproof Vest Partnership (BVP) Program. Further, the Subrecipient understands that body armor purchased with JAG funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be “uniquely fitted vests”. In addition, body armor purchased with JAG funds must be made in the United States.

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10. **Body Armor Policy:** The Subrecipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. Per the Bureau of Justice Assistance (BJA), there are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. **The Subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of acceptance of the subaward.**
11. **Body-Worn Cameras:** The Subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, that JAG funds may be used to purchase body-worn cameras but may not be used as the 50% match for purposes of BJA's Body-Worn Camera Policy and Implementation Program (BWC Program).
12. **Body-Worn Camera Policy:** The Subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, that the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. [The Bureau of Justice Assistance (BJA) Body-Worn Camera (BWC) Toolkit, which can be found online at <https://www.bja.gov/bwc/>, provides model BWC policies and best practices to assist departments in implementing BWC programs.] **The Subrecipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of acceptance of the subaward.**
13. **Criminal Intelligence Systems:** The Subrecipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation.
14. **Computer Networks:** The Subrecipient understands and agrees that - (a) No subaward funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
15. **Duplication of Networks:** The Subrecipient assures that all equipment/software requested and purchased under this application must be compatible with the statewide system. All software, if applicable, must be compatible with the statewide criminal records system. All communication devices, if applicable, must be capable of operating in accordance with the guidelines established by the Missouri Homeland Security Advisory Council.
16. **Mitigation Plan:** The Subrecipient agrees to fully comply with the Missouri Department of Public Safety's *Mitigation Plan for Clandestine Methamphetamine Laboratory Enforcement Operations*, where such grant-funded project is for a drug task force. No monies from this subaward may be obligated to support methamphetamine lab operations unless the Subrecipient agrees to this special condition and fully participates in implementation of the *Mitigation Plan*.
17. **NEPA:** The Subrecipient agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly or indirectly. Accordingly, the Subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the Subrecipient agrees to contact the Missouri Department of Public Safety.

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

- A. New construction;
- B. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

Subrecipient Authorized Officials Initials: _____



- C. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and,
- D. Implementation of a new program involving the use of chemicals other than chemicals that are a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.
- E. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

18. **Drug Task Force Eligibility for Grants:** The Subrecipient assures, where such grant-funded project is for a drug task force, that the grant-funded project is in full compliance with the state provisions of Section 650.150 RSMo relating to eligibility for state grants to help defray the costs of operation and will remain in full compliance for the duration of the project period.

19. **Drug Task Force Training:** The Subrecipients agrees to complete, where such grant-funded project is for a drug task force, the online task force training provided free of charge through BJA's Center for Task Force Integrity and Leadership and submit a copy of each curriculum certificate upon completion and within the stated timeframe as outlined in the "JAG Solicitation". The training is intended for the task force commander, agency executive, task force officers, and other task force members of equivalent rank.

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

Timothy Brinker

Subrecipient Authorized Official Name

Subrecipient Authorized Official Signature

Date

Steve Pelton

Subrecipient Project Director Name

Subrecipient Project Director Signature

Date

Subrecipient Authorized Officials Initials: _____

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

**FY 2018 Edward Byrne Memorial Justice Assistance Grant Program
Certification of Compliance with 8 U.S.C. §§ 1373 & 1644 by Prospective Subrecipient:
Recipient State subaward to a Local Government**

On behalf of the local government named below as the "prospective subrecipient," and in support of its request to the "Recipient State" identified below for a subaward from the grant awarded by the U.S. Department of Justice ("USDOJ") under the FY 2018 Edward Byrne Memorial Justice Assistance Grant Program ("the FY 2018 JAG Program"), I certify to the Recipient State, and also certify to USDOJ, that all of the following are true and correct:

- (1) I am the chief legal officer of the local government named below as the prospective subrecipient, and I have the authority to make this certification on its behalf. I understand that this certification will be relied upon as a material representation in any decision to make a subaward to the prospective subrecipient under the FY 2018 JAG Program.
- (2) I have carefully reviewed 8 U.S.C. §§ 1373(a) and (b), and 1644, including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information on citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition ... and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. §§ 1373 & 1644 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.
- (3) I (and also the prospective subrecipient) understand that if the prospective subrecipient receives a subaward under the FY 2018 JAG Program—
 - (a) the subrecipient (and agencies or other entities thereof) must comply with 8 U.S.C. §§ 1373 & 1644, throughout the period of performance for the subaward, with respect to any "program or activity" funded in whole or in part with the subaward; and
 - (b) the subrecipient may not make a lower-tier subaward to a State or local government, or to a "public" institution of higher education, unless the subrecipient first obtains a certification of compliance with 8 U.S.C. §§ 1373 & 1644 (on a form provided by USDOJ), properly executed by the chief legal officer of the jurisdiction or educational institution that would receive it.
- (4) I (and also the prospective subrecipient) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (cf. 34 U.S.C. § 10251(a)(2)). Also, I understand that neither a "public" institution of higher education (i.e., one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a "local government" (or an agency or other entity thereof) for purposes of this certification.
- (5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning the following (which shall not be understood to include any "program or activity" of any planned subrecipient of a lower-tier subaward):
 - (a) the "program or activity" to be funded (in whole or in part) with the requested subaward; and
 - (b) any prohibitions or restrictions potentially applicable to the "program or activity" to be funded with that subaward (if received) that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. §§ 1373(a) or (b), and 1644, whether imposed by a State or local government entity, -agency, or -official.
- (6) As of the date of this certification, neither the prospective subrecipient nor any entity, agency, or official of the prospective subrecipient has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part with the requested subaward (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any planned subrecipient of a lower-tier subaward), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. §§ 1373(a) & 1644; or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

Franklin County, Narcotics Task Force

State of Missouri

Local government that is the "prospective subrecipient" of a subaward of funds from the FY 2018 JAG Program

Recipient State from which the prospective subrecipient seeks a subaward under the FY 2018 JAG Program

Signature of chief legal officer of the prospective subrecipient

Printed name of chief legal officer of the prospective subrecipient

Title of chief legal officer of the prospective subrecipient

Date of certification



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, July 30, 2019
Contract/Agreements

RESOLUTION

WHEREAS, the “Celebrate #extrAAAordinary” Initiative is about promoting awareness and acceptance of all people, and advocating for the inclusion of all individuals living with special needs, and

WHEREAS, our state and communities are stronger because of our diversity and our differences; and

WHEREAS, according to the Center for Disease Control (CDC) over 55 million people, or approximately 19% of Americans, have a disability or special need; and

WHEREAS, according to Missouri Department of Elementary and Secondary Education, for school year 2018-19 districts based in Franklin County have a K-12 enrollment of 12,437 of which 1,808 received special education services (18.08%) vs a statewide average of 13.2%; and

WHEREAS, these figures do not include those students receiving special education services at Autumn Hill School, area private schools or in a home school setting; and

WHEREAS, for some people with special needs, the very things that make them unique can also keep them on the sidelines, separate from those who might not understand their differences or uniqueness; and

WHEREAS, it is important to promote and provide guidance to those with special needs on how to access publicly supported services available to them in the community; and

WHEREAS, it is important to encourage and educate the community and businesses on ways they can make facilities and services more accessible and on how to train staff to welcome and support special needs customers and coworkers; and

WHEREAS, the goal of this initiative is to provide a supportive and inclusive environment for individuals of all abilities by supporting community events that expand family friendly opportunities for people with special needs and their families; and

WHEREAS, adopting the “Celebrate #extrAAAordinary” initiative is an important statement that our County officials, business owners and residents can make to show their support for the differently-abled children and adults with special needs and their families,

NOW, THEREFORE, BE IT RESOLVED, that the County Commission of Franklin County adopts and urges residents and business owners to adopt the “Celebrate #extrAAAordinary” initiative so that all are better prepared to communicate with, provide for, and support those living with special needs.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, July 30, 2019
Appointments

IN THE MATTER OF APPOINTMENT TO THE FRANKLIN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

WHEREAS, in 1981, the Franklin County Commission did, by Commission Order, develop the Franklin County Industrial Development Authority; and

WHEREAS, the Franklin County Commission desires to promote the development and diversification of Franklin County as a regional center for quality employment opportunities by supporting the retention and creation of high-wage jobs in manufacturing, service, technology; and

WHEREAS, the current Franklin County Industrial Development Authority desires to establish a broad regional representation of individuals within the county through the appointment of a member from each political township and one "at large" member, as recommended by the Third Amended and Restated By Laws of the Industrial Development Authority of the County of Franklin, State of Missouri ("by-laws") for terms of six (6) years or until his or her resignation or the appointment of a successor; and

IT IS THEREFORE ORDERED by the Franklin County Commission that Justin Head be appointed as a member of the Franklin County Industrial Development Authority as a representative of the Prairie Township, for a term beginning July 30, 2019 through July 29, 2025, or until his resignation or the appointment of a successor; and

IT IS FURTHER ORDERED that a copy of this Order be delivered to the Franklin County Planning & Zoning Department, and to said appointed member as listed below:

Justin Head
7890 Jakes Prairie Road
Sullivan, MO 63080

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, July 30, 2019
Trustee Sale County Property

**IN THE MATTER OF ACCEPTING AN
OFFER TO PURCHASE CERTAIN REAL
PROPERTY FROM FRANKLIN COUNTY
AND AUTHORIZING EXECUTION OF A
TRUSTEE'S DEED IN ORDER TO
CONVEY SUCH PROPERTY**

WHEREAS, by virtue of a tax sale Franklin County acquired title to 3 parcels located in Lost Valley Lakes as reflected on the attached tax delinquent property list; and

WHEREAS, the total amount of taxes, interest and fees charged against said parcels is \$1,051.47; and

WHEREAS, Jared Simpson expressed an interest in acquiring the property from Franklin County for a portion of the taxes and fees charged against the property; and

WHEREAS, the Franklin County Commission has determined that it is in the best interest of Franklin County to convey such property to Jared Simpson for the amount offered.

IT IS THEREFORE ORDERED by the Franklin County Commission that the offer of Jared Simpson to purchase the subject property for the total sum of \$200.00 is hereby accepted, said sum consisting of back taxes, interests and costs of \$104.42 and Trustee's Commission of \$95.58.

IT IS FURTHER ORDERED that Donald Wurdack, Trustee, is authorized to execute such documents as may be necessary to effectuate the transfer.

IT IS FURTHER ORDERED that it shall be the responsibility of Jared Simpson to file the original deed with the office of the County Recorder of Deeds.

IT IS FURTHER ORDERED that a copy of this Order be provided to the following:

1. Donald Wurdack, Trustee
2. Tom Copeland, Assessor
3. Doug Trentmann, Collector
4. Jennifer Metcalf, Recorder of Deeds

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

IN THE FRANKLIN COUNTY COURT

STATE OF MISSOURI)
) SS
COUNTY OF FRANKLIN)

DONALD WURDACK, who was appointed on October 8, 1998, Trustee of Franklin County, for the benefit of all funds entitled to participate in the taxes against lands sold for delinquent taxes, reports that he has been offered the sum of \$200.00 for the following property situated in Franklin County, Missouri, to-wit:

32-2-03, 0-3-001-239-000 Lot 3 Blk 6 LOST VALLEY LAKES | 1714922
32-2-03, 0-3-001-240-000 Lot 2 (") (")) 1028-964
32-2-03-0-3-001-241-000 Lot 1 (") (")) 1028-964

That said offer was made by Jared Simpson. The undersigned petitions the Honorable County Court to order the sale of said property to Jared Simpson for the price and sum aforesaid.

That the price and sum aforesaid is made up of the following amounts:

Accured taxes, interest and costs	\$ 104.42
Collector's Deed	\$
Record Collector's Deed	\$
Trustee's Commission	\$ \$95.58
Overage - Surplus Amount to General Revenue	\$
TOTAL:	\$ <u>200.00</u>

Donald Wurdack Trustee
DONALD WURDACK

32-2-03.0-3-001-083.000	0.000	13	4	LOST VALLEY LAKES 1	LOST HOLLOW RD GRUBVILLE 63041	1121-00896	\$ 206.11	\$ 20.61	\$ 226.72
32-2-03.0-3-001-084.000	0.000	14	4	LOST VALLEY LAKES 1	LOST HOLLOW RD GRUBVILLE 63041	1121-00896	\$ 206.12	\$ 20.61	\$ 226.73
32-2-03.0-3-001-085.000	0.000	15	4	LOST VALLEY LAKES 1	LOST HOLLOW RD GRUBVILLE 63041	1121-00896	\$ 206.12	\$ 20.61	\$ 226.73
32-2-03.0-3-001-212.000	0.000	5	7	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0803646	\$ 403.68	\$ 40.37	\$ 444.05
32-2-03.0-3-001-215.000	0.000	2	7	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1614795	\$ 509.03	\$ 50.90	\$ 559.93
32-2-03.0-3-001-216.000	0.000	1	7	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1614796	\$ 498.28	\$ 49.83	\$ 548.11
32-2-03.0-3-001-218.000	0.000	24	6	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1614797	\$ 489.12	\$ 48.91	\$ 538.03
32-2-03.0-3-001-219.000	0.000	23	6	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1614798	\$ 489.82	\$ 48.98	\$ 538.80
32-2-03.0-3-001-220.000	0.000	22	6	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1415862	\$ 459.03	\$ 45.90	\$ 504.93
32-2-03.0-3-001-222.000	0.000	20	6	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1415863	\$ 478.70	\$ 47.87	\$ 526.57
32-2-03.0-3-001-223.000	0.000	19	6	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1415864	\$ 480.42	\$ 48.04	\$ 528.46
32-2-03.0-3-001-226.000	0.000	16	6	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1714927	\$ 521.63	\$ 52.16	\$ 573.79
32-2-03.0-3-001-227.000	0.000	15	6	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1614770	\$ 507.57	\$ 50.76	\$ 558.33
32-2-03.0-3-001-228.000	0.000	14	6	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1614771	\$ 506.13	\$ 50.61	\$ 556.74
32-2-03.0-3-001-233.000	0.000	9	6	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1221280	\$ 425.94	\$ 42.59	\$ 468.53
32-2-03.0-3-001-239.000	0.000	3	6	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1714922	\$ 520.24	\$ 52.02	\$ 572.26
32-2-03.0-3-001-240.000	0.000	2	6	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1121-00896	\$ 217.82	\$ 21.78	\$ 239.60
32-2-03.0-3-001-241.000	0.000	1	6	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1121-00896	\$ 217.83	\$ 21.78	\$ 239.61
32-2-03.0-3-001-249.000	0.000	7	8	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1121-00896	\$ 304.01	\$ 30.40	\$ 334.41
32-2-03.0-3-001-252.000	0.000	10	8	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0627625	\$ 477.02	\$ 47.70	\$ 524.72
32-2-03.0-3-001-256.000	0.000	14	8	LOST VALLEY LAKES 1	RHODES RIDGE LOOP GRUBVILLE 63041	1221272	\$ 427.91	\$ 42.79	\$ 470.70
32-2-03.0-3-001-257.000	0.000	15	8	LOST VALLEY LAKES 1	RHODES RIDGE LOOP GRUBVILLE 63041	1113636	\$ 446.78	\$ 44.68	\$ 491.46
32-2-03.0-3-001-259.000	0.000	17	8	LOST VALLEY LAKES 1	RHODES RIDGE LOOP GRUBVILLE 63041	1121-00896	\$ 260.38	\$ 26.04	\$ 286.42
32-2-03.0-3-001-260.000	0.000	18	8	LOST VALLEY LAKES 1	RHODES RIDGE LOOP GRUBVILLE 63041	2004-24303	\$ 445.33	\$ 44.53	\$ 489.86
32-2-03.0-3-001-261.000	0.000	19	8	LOST VALLEY LAKES 1	RHODES RIDGE LOOP GRUBVILLE 63041	0803634	\$ 499.38	\$ 49.94	\$ 549.32
32-2-03.0-3-001-276.000	0.000	12	9	LOST VALLEY LAKES 1	RHODES RIDGE LOOP GRUBVILLE 63041	0627700	\$ 463.15	\$ 46.32	\$ 509.47
32-2-03.0-3-001-306.000	0.000	42	9	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1221264	\$ 400.48	\$ 40.05	\$ 440.53
32-2-03.0-3-001-307.000	0.000	43	9	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0627703	\$ 467.49	\$ 46.75	\$ 514.24
32-2-03.0-3-001-309.000	0.000	45	9	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0627540	\$ 498.61	\$ 49.86	\$ 548.47
32-2-03.0-3-001-310.000	0.000	46	9	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0627704	\$ 505.72	\$ 50.57	\$ 556.29
32-2-03.0-3-001-311.000	0.000	47	9	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1121-00896	\$ 296.90	\$ 29.69	\$ 326.59
32-2-03.0-3-001-313.000	0.000	49	9	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0627705	\$ 493.38	\$ 49.34	\$ 542.72
32-2-03.0-3-001-332.000	0.000	17	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0803648	\$ 402.53	\$ 40.25	\$ 442.78
32-2-03.0-3-001-333.000	0.000	16	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0627706	\$ 451.73	\$ 45.17	\$ 496.90
32-2-03.0-3-001-334.000	0.000	15	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0627707	\$ 465.28	\$ 46.53	\$ 511.81
32-2-03.0-3-001-335.000	0.000	14	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0803649	\$ 495.84	\$ 49.58	\$ 545.42
32-2-03.0-3-001-336.000	0.000	13	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0803635	\$ 488.53	\$ 48.85	\$ 537.38
32-2-03.0-3-001-337.000	0.000	12	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1714963	\$ 521.63	\$ 52.16	\$ 573.79
32-2-03.0-3-001-338.000	0.000	11	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1415895	\$ 474.10	\$ 47.41	\$ 521.51
32-2-03.0-3-001-339.000	0.000	10	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1415896	\$ 479.06	\$ 47.91	\$ 526.97
32-2-03.0-3-001-340.000	0.000	9	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	1415897	\$ 481.87	\$ 48.19	\$ 530.06
32-2-03.0-3-001-341.000	0.000	8	10	LOST VALLEY LAKES 1	RHODES DR GRUBVILLE 63041	0700776	\$ 462.91	\$ 46.29	\$ 509.20



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, July 30, 2019
Trustee Sale County Property

**IN THE MATTER OF ACCEPTING AN
OFFER TO PURCHASE CERTAIN REAL
PROPERTY FROM FRANKLIN COUNTY
AND AUTHORIZING EXECUTION OF A
TRUSTEE'S DEED IN ORDER TO
CONVEY SUCH PROPERTY**

WHEREAS, by virtue of a tax sale Franklin County acquired title to the following parcel located in Lake St. Clair: 29-1-02-0-4-001-087-000, Lot 6 Block 25 Lake St. Clair, Sandpiper Drive, St. Clair, Missouri 63077; and

WHEREAS, the total amount of taxes, interest and fees charged against said parcels is \$660.52; and

WHEREAS, Louis Firehammer and Eva Firehammer expressed an interest in acquiring the property from Franklin County for a portion of the taxes and fees charged against the property; and

WHEREAS, the Franklin County Commission has determined that it is in the best interest of Franklin County to convey such property to Louis and Eva Firehammer for the amount offered.

IT IS THEREFORE ORDERED by the Franklin County Commission that the offer of Louis and Eva Firehammer to purchase the subject property for the total sum of \$350.00 is hereby accepted, said sum consisting of back taxes, interests and costs of \$289.95 and Trustee's Commission of \$60.05.

IT IS FURTHER ORDERED that Donald Wurdack, Trustee, is authorized to execute such documents as may be necessary to effectuate the transfer.

IT IS FURTHER ORDERED that it shall be the responsibility of Louis and Eva Firehammer to file the original deed with the office of the County Recorder of Deeds.

IT IS FURTHER ORDERED that a copy of this Order be provided to the following:

1. Donald Wurdack, Trustee
2. Tom Copeland, Assessor
3. Doug Trentmann, Collector
4. Jennifer Metcalf, Recorder of Deeds

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

IN THE FRANKLIN COUNTY COURT

STATE OF MISSOURI)
) SS
COUNTY OF FRANKLIN)

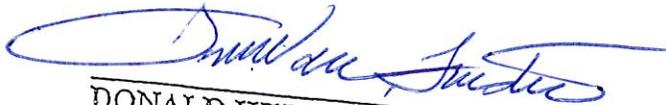
DONALD WURDACK, who was appointed on October 8, 1998, Trustee of Franklin County, for the benefit of all funds entitled to participate in the taxes against lands sold for delinquent taxes, reports that he has been offered the sum of \$ \$350.00 for the following property situated in Franklin County, Missouri, to-wit:

29-1-02-0-4-001-087-000
Lot 6 Blk 25 LAKE ST CLAIN
SAND PIPER DR. ST CLAIN MO. 63077
1814105

That said offer was made by Louis + Eva Firehammer. The undersigned petitions the Honorable County Court to order the sale of said property to Louis Firehammer for the price and sum aforesaid. + EVA FIREHAMMER

That the price and sum aforesaid is made up of the following amounts:

Accured taxes, interest and costs	\$	\$289.95
Collector's Deed	\$	
Record Collector's Deed	\$	
Trustee's Commission	\$	\$60.05
Overage - Surplus Amount to General Revenue	\$	
TOTAL:	\$	\$350.00


DONALD WURDACK

20-9-31.0-1-002-328.000	0.000	18	Q	LAKE ARROWHEAD B J-U	APACHE WAY ROBERTSVILLE 63072	1415880	\$ 451.44	\$ 45.14	\$ 496.58
20-9-31.0-1-002-337.000	0.000	9	Q	LAKE ARROWHEAD B J-U	APACHE WAY ROBERTSVILLE 63072	1415905	\$ 451.44	\$ 45.14	\$ 496.58
20-9-31.0-1-003-083.000	0.000	1	V	LAKE ARROWHEAD B V-W	MOHICAN DR ROBERTSVILLE 63072	1514768	\$ 506.67	\$ 50.67	\$ 557.34
20-9-31.0-2-001-010.000	0.000	17	G	LAKE ARROWHEAD B A-I	CHEROKEE DR ROBERTSVILLE 63072	1514745	\$ 501.75	\$ 50.18	\$ 551.93
20-9-31.0-2-001-012.000	0.000	21	I	LAKE ARROWHEAD B A-I	CHEROKEE DR ROBERTSVILLE 63072	1514746	\$ 491.77	\$ 49.18	\$ 540.95
20-9-31.0-2-001-014.000	0.000	19	I	LAKE ARROWHEAD B A-I	CHEROKEE DR ROBERTSVILLE 63072	1415894	\$ 441.53	\$ 44.15	\$ 485.68
20-9-31.0-2-001-074.000	0.000	1	C	LAKE ARROWHEAD B A-I	OSAGE PKWY ROBERTSVILLE 63072	1614777	\$ 499.51	\$ 49.95	\$ 549.46
20-9-31.0-2-001-079.000	0.000	6	C	LAKE ARROWHEAD B A-I	OSAGE PKWY ROBERTSVILLE 63072	0817598	\$ 352.07	\$ 35.21	\$ 387.28
20-9-31.0-2-001-118.000	0.000	1	E	LAKE ARROWHEAD B A-I	SHAWNEE WAY ROBERTSVILLE 63072	1714932	\$ 496.77	\$ 49.68	\$ 546.45
21-2-04.0-1-001-205.000	0.000	11	3	RIVERVIEW HEIGHTS	HARDTOP BLVD UNION 63084	1714967	\$ 470.02	\$ 47.00	\$ 517.02
21-2-04.0-1-001-206.000	0.000	12	3	RIVERVIEW HEIGHTS	HARDTOP BLVD UNION 63084	1714968	\$ 470.02	\$ 47.00	\$ 517.02
21-2-04.0-1-001-452.000	0.000	32	5	RIVERVIEW HEIGHTS	CHERRYWOOD LN UNION 63084	1814342	\$ 483.64	\$ 48.36	\$ 532.00
22-7-25.0-1-007-146.000	0.000	40&41	5	HILL CREST	1310 WEATHERFORD AVE ST CLAIR 63077	1814120	\$ 2,803.70	\$ 280.37	\$ 3,084.07
22-7-25.0-1-099-189.100	0.000	LEG			1213 TRAILS DR ST CLAIR 63077	1415943	\$ 951.82	\$ 95.18	\$ 1,047.00
22-7-25.0-2-099-002.210	0.720	LEG			MILLER DR ST CLAIR 63077	1514749	\$ 3,367.71	\$ 336.77	\$ 3,704.48
22-7-36.0-2-024-464.000	0.000	PT13		J N INGE EST	210 E OAK ST ST CLAIR 63077	1415944	\$ 849.88	\$ 84.99	\$ 934.87
22-7-36.0-2-099-254.000	0.000	LEG			SHADY ST ST CLAIR 63077	1316876	\$ 537.44	\$ 53.74	\$ 591.18
22-7-36.0-3-010-083.000	0.000	LEG		YOUNGLAND HILLS 2	SYCAMORE LN ST CLAIR 63077	1415945	\$ 1,684.54	\$ 168.45	\$ 1,852.99
22-7-36.0-4-099-083.630	0.000				GRAVOIS RD ST CLAIR 63077	1221286	\$ 398.82	\$ 39.88	\$ 438.70
24-8-27.0-3-002-044.000	0.000	S71		MELODY LAKE ADDN 2	CEDAR HILL DR LESLIE 63056	1113633	\$ 356.47	\$ 35.65	\$ 392.12
24-8-28.0-1-002-016.000	0.000	N40		MELODY LAKE ADDN 1	NORTHWOODS CIR LESLIE 63056	1316889	\$ 397.77	\$ 39.78	\$ 437.55
24-8-28.0-1-002-021.000	0.000	103&PT104		MELODY LAKE ADDN 1	100 NORTHWOODS CIR LESLIE 63056	1814106	\$ 3,723.28	\$ 372.33	\$ 4,095.61
24-8-28.0-1-002-065.000	0.000	N27		MELODY LAKE ADDN 1	NORTHWOODS CIR LESLIE 63056	1221267	\$ 353.22	\$ 35.32	\$ 388.54
24-8-28.0-1-002-066.000	0.000	N26		MELODY LAKE ADDN 1	NORTHWOODS CIR LESLIE 63056	1221268	\$ 353.22	\$ 35.32	\$ 388.54
24-8-28.0-1-002-095.000	0.000	N160		MELODY LAKE ADDN 1	NORTHWOODS CIR LESLIE 63056	1814347	\$ 529.83	\$ 52.98	\$ 582.81
24-8-28.0-1-002-107.000	0.000	N22		MELODY LAKE ADDN 1	NORTHWOODS CIR LESLIE 63056	1814077	\$ 532.04	\$ 53.20	\$ 585.24
24-8-28.0-4-001-077.000	0.000	R108		MELODY LAKE	S MELODY DR LESLIE 63056	1514755	\$ 645.81	\$ 64.58	\$ 710.39
24-8-28.0-4-001-100.000	0.000	R181		MELODY LAKE	S MELODY DR LESLIE 63056	1514756	\$ 614.08	\$ 61.41	\$ 675.49
24-8-28.0-4-001-111.000	0.000	R169		MELODY LAKE	S MELODY DR LESLIE 63056	1514757	\$ 617.42	\$ 61.74	\$ 679.16
28-8-27.0-0-000-001.800	1.000	LEG			N SERVICE RD E SULLIVAN 63080	0817593	\$ 444.99	\$ 44.50	\$ 489.49
28-8-34.0-0-000-026.000	0.000	LEG			S SERVICE RD E SULLIVAN 63080	1614773	\$ 525.36	\$ 52.54	\$ 577.90
29-1-02.0-3-003-119.000	0.000	2	C	LAKE ST CLAIR C-E	DEER RUN DR ST CLAIR 63077	1814109	\$ 749.43	\$ 74.94	\$ 824.37
29-1-02.0-3-003-120.000	0.000	3	C	LAKE ST CLAIR C-E	DEER RUN DR ST CLAIR 63077	1814110	\$ 752.33	\$ 75.23	\$ 827.56
29-1-02.0-3-004-394.000	0.000	32	10	LAKE ST CLAIR 6-12	TRAILS END LN ST CLAIR 63077	1714924	\$ 578.29	\$ 57.83	\$ 636.12
29-1-02.0-4-001-038.000	0.000	19	19	LAKE ST CLAIR 16-25	WREN WOOD DR ST CLAIR 63077	1814084	\$ 779.25	\$ 77.93	\$ 857.18
29-1-02.0-4-001-087.000	0.000	6	25	LAKE ST CLAIR 16-25	SANDPIPER DR ST CLAIR 63077	1814105	\$ 600.47	\$ 60.05	\$ 660.52
29-1-11.0-2-002-230.000	0.000	5	33	LAKE ST CLAIR 2-29&31	CLIFFSIDE DR ST CLAIR 63077	1714974	\$ 687.49	\$ 68.75	\$ 756.24
29-1-11.0-2-004-173.000	0.000	18	H	LAKE ST CLAIR H	RAMBLER DR ST CLAIR 63077	1814108	\$ 567.82	\$ 56.78	\$ 624.60
30-3-05.0-2-001-050.000	0.000	16	5	LAKE THUNDERBIRD	CONDOR ST CLAIR 63077	1814074	\$ 556.77	\$ 55.68	\$ 612.45
30-3-05.0-2-001-064.000	0.000	1	5	LAKE THUNDERBIRD	THUNDERBIRD DR ST CLAIR 63077	1814075	\$ 550.41	\$ 55.04	\$ 605.45
30-3-05.0-2-001-297.000	0.000	8	12	LAKE THUNDERBIRD	THUNDERBIRD HILL LN ST CLAIR 63077	1714919	\$ 490.57	\$ 49.06	\$ 539.63
30-3-05.0-2-001-303.000	0.000	14	12	LAKE THUNDERBIRD	THUNDERBIRD HILL LN ST CLAIR 63077	1814115	\$ 489.23	\$ 48.92	\$ 538.15



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, July 30, 2019
Trustee Sale County Property

**IN THE MATTER OF ACCEPTING AN
OFFER TO PURCHASE CERTAIN REAL
PROPERTY FROM FRANKLIN COUNTY
AND AUTHORIZING EXECUTION OF A
TRUSTEE'S DEED IN ORDER TO
CONVEY SUCH PROPERTY**

WHEREAS, by virtue of a tax sale Franklin County acquired title to the following parcel located in Lake St. Clair: 29-1-02-0-4-001-038-000 Lot 19 Block 19 Lake St. Clair Wren Wood Drive, St. Clair, Missouri 63077; and

WHEREAS, the total amount of taxes, interest and fees charged against said parcels is \$857.18; and

WHEREAS, Roy Wilson expressed an interest in acquiring the property from Franklin County for a portion of the taxes and fees charged against the property; and

WHEREAS, the Franklin County Commission has determined that it is in the best interest of Franklin County to convey such property to Roy Wilson and Jimmy D. Price for the amount offered.

IT IS THEREFORE ORDERED by the Franklin County Commission that the offer of Roy Wilson and Jimmy D. Price to purchase the subject property for the total sum of \$100.00 is hereby accepted, said sum consisting of back taxes, interests and costs of \$22.07 and Trustee's Commission of \$77.93.

IT IS FURTHER ORDERED that Donald Wurdack, Trustee, is authorized to execute such documents as may be necessary to effectuate the transfer.

IT IS FURTHER ORDERED that it shall be the responsibility of Roy Wilson and Jimmy D. Price to file the original deed with the office of the County Recorder of Deeds.

IT IS FURTHER ORDERED that a copy of this Order be provided to the following:

1. Donald Wurdack, Trustee
2. Tom Copeland, Assessor
3. Doug Trentmann, Collector
4. Jennifer Metcalf, Recorder of Deeds

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

IN THE FRANKLIN COUNTY COURT

STATE OF MISSOURI)
) SS
COUNTY OF FRANKLIN)

DONALD WURDACK, who was appointed on October 8, 1998, Trustee of Franklin County, for the benefit of all funds entitled to participate in the taxes against lands sold for delinquent taxes, reports that he has been offered the sum of \$ 100.00 for the following property situated in Franklin County, Missouri, to-wit:

29-1-02-0-4-001-038-000
Lot 19 BIK 19 LAKE ST CLAIR 16-25
Wren Wood Dr St Clair mo 63077
1814084

That said offer was made by Roy Wilson. The undersigned petitions the Honorable County Court to order the sale of said property to Roy Wilson & Jimmy D. Price for the price and sum aforesaid.

That the price and sum aforesaid is made up of the following amounts:

Accured taxes, interest and costs	\$	\$22.07
Collector's Deed	\$	
Record Collector's Deed	\$	
Trustee's Commission	\$	
Overage - Surplus Amount to General Revenue	\$	\$77.93
TOTAL:	\$	\$100.00

Donald Wurdack Trustee
DONALD WURDACK

20-9-31.0-1-002-328.000	0.000	18	Q	LAKE ARROWHEAD B J-U	APACHE WAY ROBERTSVILLE 63072	1415880	\$ 451.44	\$ 45.14	\$ 496.58
20-9-31.0-1-002-337.000	0.000	9	Q	LAKE ARROWHEAD B J-U	APACHE WAY ROBERTSVILLE 63072	1415905	\$ 451.44	\$ 45.14	\$ 496.58
20-9-31.0-1-003-083.000	0.000	1	V	LAKE ARROWHEAD B V-W	MOHICAN DR ROBERTSVILLE 63072	1514768	\$ 506.67	\$ 50.67	\$ 557.34
20-9-31.0-2-001-010.000	0.000	17	G	LAKE ARROWHEAD B A-I	CHEROKEE DR ROBERTSVILLE 63072	1514745	\$ 501.75	\$ 50.18	\$ 551.93
20-9-31.0-2-001-012.000	0.000	21	I	LAKE ARROWHEAD B A-I	CHEROKEE DR ROBERTSVILLE 63072	1514746	\$ 491.77	\$ 49.18	\$ 540.95
20-9-31.0-2-001-014.000	0.000	19	I	LAKE ARROWHEAD B A-I	CHEROKEE DR ROBERTSVILLE 63072	1415894	\$ 441.53	\$ 44.15	\$ 485.68
20-9-31.0-2-001-074.000	0.000	1	C	LAKE ARROWHEAD B A-I	OSAGE PKWY ROBERTSVILLE 63072	1614777	\$ 499.51	\$ 49.95	\$ 549.46
20-9-31.0-2-001-079.000	0.000	6	C	LAKE ARROWHEAD B A-I	OSAGE PKWY ROBERTSVILLE 63072	0817598	\$ 352.07	\$ 35.21	\$ 387.28
20-9-31.0-2-001-118.000	0.000	1	E	LAKE ARROWHEAD B A-I	SHAWNEE WAY ROBERTSVILLE 63072	1714932	\$ 496.77	\$ 49.68	\$ 546.45
21-2-04.0-1-001-205.000	0.000	11	3	RIVERVIEW HEIGHTS	HARDTOP BLVD UNION 63084	1714967	\$ 470.02	\$ 47.00	\$ 517.02
21-2-04.0-1-001-206.000	0.000	12	3	RIVERVIEW HEIGHTS	HARDTOP BLVD UNION 63084	1714968	\$ 470.02	\$ 47.00	\$ 517.02
21-2-04.0-1-001-452.000	0.000	32	5	RIVERVIEW HEIGHTS	CHERRYWOOD LN UNION 63084	1814342	\$ 483.64	\$ 48.36	\$ 532.00
22-7-25.0-1-007-146.000	0.000	40&41	5	HILL CREST	1310 WEATHERFORD AVE ST CLAIR 63077	1814120	\$ 2,803.70	\$ 280.37	\$ 3,084.07
22-7-25.0-1-099-189.100	0.000	LEG			1213 TRAILS DR ST CLAIR 63077	1415943	\$ 951.82	\$ 95.18	\$ 1,047.00
22-7-25.0-2-099-002.210	0.720	LEG			MILLER DR ST CLAIR 63077	1514749	\$ 3,367.71	\$ 336.77	\$ 3,704.48
22-7-36.0-2-024-464.000	0.000	PT13		J N INGE EST	210 E OAK ST ST CLAIR 63077	1415944	\$ 849.88	\$ 84.99	\$ 934.87
22-7-36.0-2-099-254.000	0.000	LEG			SHADY ST ST CLAIR 63077	1316876	\$ 537.44	\$ 53.74	\$ 591.18
22-7-36.0-3-010-083.000	0.000	LEG		YOUNGLAND HILLS 2	SYCAMORE LN ST CLAIR 63077	1415945	\$ 1,684.54	\$ 168.45	\$ 1,852.99
22-7-36.0-4-099-083.630	0.000				GRAVOIS RD ST CLAIR 63077	1221286	\$ 398.82	\$ 39.88	\$ 438.70
24-8-27.0-3-002-044.000	0.000	S71		MELODY LAKE ADDN 2	CEDAR HILL DR LESLIE 63056	1113633	\$ 356.47	\$ 35.65	\$ 392.12
24-8-28.0-1-002-016.000	0.000	N40		MELODY LAKE ADDN 1	NORTHWOODS CIR LESLIE 63056	1316889	\$ 397.77	\$ 39.78	\$ 437.55
24-8-28.0-1-002-021.000	0.000	103&PT104		MELODY LAKE ADDN 1	100 NORTHWOODS CIR LESLIE 63056	1814106	\$ 3,723.28	\$ 372.33	\$ 4,095.61
24-8-28.0-1-002-065.000	0.000	N27		MELODY LAKE ADDN 1	NORTHWOODS CIR LESLIE 63056	1221267	\$ 353.22	\$ 35.32	\$ 388.54
24-8-28.0-1-002-066.000	0.000	N26		MELODY LAKE ADDN 1	NORTHWOODS CIR LESLIE 63056	1221268	\$ 353.22	\$ 35.32	\$ 388.54
24-8-28.0-1-002-095.000	0.000	N160		MELODY LAKE ADDN 1	NORTHWOODS CIR LESLIE 63056	1814347	\$ 529.83	\$ 52.98	\$ 582.81
24-8-28.0-1-002-107.000	0.000	N22		MELODY LAKE ADDN 1	NORTHWOODS CIR LESLIE 63056	1814077	\$ 532.04	\$ 53.20	\$ 585.24
24-8-28.0-4-001-077.000	0.000	R108		MELODY LAKE	S MELODY DR LESLIE 63056	1514755	\$ 645.81	\$ 64.58	\$ 710.39
24-8-28.0-4-001-100.000	0.000	R181		MELODY LAKE	S MELODY DR LESLIE 63056	1514756	\$ 614.08	\$ 61.41	\$ 675.49
24-8-28.0-4-001-111.000	0.000	R169		MELODY LAKE	S MELODY DR LESLIE 63056	1514757	\$ 617.42	\$ 61.74	\$ 679.16
28-8-27.0-0-000-001.800	1.000	LEG			N SERVICE RD E SULLIVAN 63080	0817593	\$ 444.99	\$ 44.50	\$ 489.49
28-8-34.0-0-000-026.000	0.000	LEG			S SERVICE RD E SULLIVAN 63080	1614773	\$ 525.36	\$ 52.54	\$ 577.90
29-1-02.0-3-003-119.000	0.000	2	C	LAKE ST CLAIR C-E	DEER RUN DR ST CLAIR 63077	1814109	\$ 749.43	\$ 74.94	\$ 824.37
29-1-02.0-3-003-120.000	0.000	3	C	LAKE ST CLAIR C-E	DEER RUN DR ST CLAIR 63077	1814110	\$ 752.33	\$ 75.23	\$ 827.56
29-1-02.0-3-004-394.000	0.000	32	10	LAKE ST CLAIR 6-12	TRAILS END LN ST CLAIR 63077	1714924	\$ 578.29	\$ 57.83	\$ 636.12
29-1-02.0-4-001-038.000	0.000	19	19	LAKE ST CLAIR 16-25	WREN WOOD DR ST CLAIR 63077	1814084	\$ 779.25	\$ 77.93	\$ 857.18
29-1-02.0-4-001-087.000	0.000	6	25	LAKE ST CLAIR 16-25	SANDPIPER DR ST CLAIR 63077	1814105	\$ 600.47	\$ 60.05	\$ 660.52
29-1-11.0-2-002-230.000	0.000	5	33	LAKE ST CLAIR2-29&31	CLIFFSIDE DR ST CLAIR 63077	1714974	\$ 687.49	\$ 68.75	\$ 756.24
29-1-11.0-2-004-173.000	0.000	18	H	LAKE ST CLAIR H	RAMBLER DR ST CLAIR 63077	1814108	\$ 567.82	\$ 56.78	\$ 624.60
30-3-05.0-2-001-050.000	0.000	16	5	LAKE THUNDERBIRD	CONDOR ST CLAIR 63077	1814074	\$ 556.77	\$ 55.68	\$ 612.45
30-3-05.0-2-001-064.000	0.000	1	5	LAKE THUNDERBIRD	THUNDERBIRD DR ST CLAIR 63077	1814075	\$ 550.41	\$ 55.04	\$ 605.45
30-3-05.0-2-001-297.000	0.000	8	12	LAKE THUNDERBIRD	THUNDERBIRD HILL LN ST CLAIR 63077	1714919	\$ 490.57	\$ 49.06	\$ 539.63
30-3-05.0-2-001-303.000	0.000	14	12	LAKE THUNDERBIRD	THUNDERBIRD HILL LN ST CLAIR 63077	1814115	\$ 489.23	\$ 48.92	\$ 538.15



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, July 30, 2019
Trustee Sale County Property

**IN THE MATTER OF APPROVING AND
AUTHORIZING AN AMENDMENT TO
THE SCHEDULE D WITH FIDLAR
TECHNOLOGIES**

WHEREAS, prior hereto, by Commission Orders 2019-96 and 2017-155, the County of Franklin approved a Computer System and Software License Agreement and the Schedule D with Fidlar Technologies; and

WHEREAS, Franklin County and Fidlar Technologies desire to amend said Schedule D in an effort to address the usage of remote access credits and add an additional revenue stream of \$4.97 per Print Results to Tapestry; and

WHEREAS, these amendments shall be set forth in Schedule D, attached hereto, and shall replace any previously signed or approved Schedule D with Fidlar Technologies.

IT IS THEREFORE ORDERED that the amendments to Schedule D with Fidlar Technologies are hereby accepted and approved and the Presiding Commissioner is authorized to execute any and all necessary documents on behalf of the County of Franklin and such other documents, certificates and instruments as maybe 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 THEREFORE 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 an executed copy of said Agreement and a copy of this Order be provided to Fidlar Technologies; Jennifer Metcalf, Recorder of Deeds; and Ann Struttman, Purchasing Agent.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

SCHEDULE D
FRANKLIN COUNTY MO
Remote Access Products
Community Service Products

This Schedule D replaces any previously signed Schedule D and hereby adopts the terms and conditions of the original Computer Software Licensing Agreement signed by the County.

REMOTE ACCESS

LAREDO

Fidlar Technologies' Laredo software is designed to allow remote access to the Client's recorded document information by professional searchers (i.e., title companies, banks, realtors, etc.) Laredo is designed to allow subscription only access. Subscriptions for Client's customers and subsequent access are exclusively granted by Client (access may be terminated by Fidlar should the end-user agreement be breached). After Client issues the subscriber their user ID and password, they are able to download the Laredo remote access software from Fidlar's website, www.fidlar.com/laredo.

Laredo subscriber will be presented with an online End User Agreement when they log in to Laredo. They will be prompted to print the agreement, sign it, and then forward it to Fidlar. The Laredo subscriber will be presented with this User Agreement each time they log in until they endorse the agreement and send it back to Fidlar.

It is notable that the unique user ID (username) and password defines each Laredo user. This user ID can be used to access land records data from any properly configured workstation; however, multiple users cannot log in with the same user ID at the same time.

LAREDO BILLING:

Fidlar will invoice Client a licensing fee for each Laredo user on a monthly basis. The licensing fee will be commensurate with the subscription plan of each subscriber in accordance with the schedule below. New subscribers joining during a monthly period will be billed based on the prorated amount for that month determined by their subscription date. The billing periods correlate with the calendar months.

LAREDO PRICING:

Per-Minute Plans	Fidlar License Fee to County per UserID Subscription
0-250 minutes	\$50/mo and 0.11 per minute overage
251-500 minutes	\$71/mo and 0.0825 per minute overage
501-1000 minutes	\$93/mo and 0.066 per minute overage
1001-2000 minutes	\$113/mo and 0.055 per minute overage
Unlimited	\$126/mo

Laredo support (at 1-563-345-1283), including End-User subscriber support, is included in the Per-Minute Plans.

END USER FEES

The Client understands that it is empowered to charge fees to end users pursuant to Missouri Code section 59.310 and other applicable law and hereby assigns to Fidar the above portions of end user fees as an actual cost to the Client during the term of this Agreement.

The Client understands that end-user access fees for Laredo are set by the county.

TAPESTRY

The Client has the option to participate in Fidar's Tapestry General Public Access System by permitting their information to be made available through the Fidar Technologies Tapestry website (www.landrecords.net). The Client understands that Tapestry is a service offered and managed by Fidar to offer the land records of participating Counties collectively to the general public.

The Client understands that Fidar will determine who has access to their Tapestry websites and will provide phone and email support to users as well as manage the billing and collecting of access fees from the end users. At the end of each calendar month, Fidar will provide a credit to the Client based on the parameters below.

TAPESTRY PRICING:

Fidar agrees to pay Client:

- \$2.75 per Tapestry search transaction
- \$0.50 per document image printed
- \$4.98 per Print Results

The Client understands that access fees for Tapestry are set by Fidar. Fidar will notify Client at least 30 days in advance before such fees are changed.

MONARCH

Fidar Technologies' Monarch software is designed to allow land record's data and/or images to be distributed via an application programming interface (API). Monarch is designed to allow subscription only access.

Fidar will provide to the subscribers all the necessary support, technical support, and communications to allow for the successful use of the Monarch system at no cost to the County.

Under the terms of this agreement, Fidar Technologies will only market access to County data and images with the specific permission of the county.

Fidlar License Fee to County per User Subscription	Cost
Present Day Images	\$.03
Present Day Data	\$.03
Historic Images	\$.03
Historic Data	\$.03
On Demand Images/Data	Refer to Tapestry pricing
Security Options	
How many days will the information be delayed	5
Images will be watermarked w/ text (if Y see *below)	Y

*"Licensed to **"SUBSCRIBER NAME"** and not for sublicense, relicense or any other transfer"

OFFICIAL RECORDS ONLINE

Official Records Online (ORO) makes it possible for visitors to the ORO website (www.officialrecordsonline.com) to place an order for copies of birth, death, marriage licenses, and/or certified land records documents (at Client's discretion), accept payment, and validate requestor identity.

ORO PRICING:

Client determines base pricing for each document type made available via ORO. Fidlar will charge the ORO website visitor a convenience fee of \$10.00/certificate order (includes copies).

At the end of each calendar month, Fidlar will provide a credit to the Client's account for \$2.50/per convenience fee charged.

Client agrees to put a link to www.officialrecordsonline.com from their web site for the online ordering of these document types.

COMMUNITY OUTREACH SERVICES

PROPERTY FRAUD ALERT

Fidlar's **Property Fraud Alert (PFA)** service is designed to monitor, identify, and notify individuals whose name has been indexed from a document recorded in Client's office. The intent is to offer subscribers the ability to have their name/business name monitored within the Client's office in order to track possible fraudulent activity. **PFA** subscribers must sign up for the **PFA** service via the **PFA** website, www.propertyfraudalert.com. Subscribers will **ONLY** be notified by the **PFA** service when the name they have submitted matches any names that have been indexed from documents recorded within the Client's office.

PFA is a Fidlar-managed web site and service. Fidlar provides technical and end-user support via the **PFA** hotline service (1-800-728-3858).

PFA PRICING:

INCLUDED AS PART OF THIS CONTRACT

HONOR REWARDS DESCRIPTION:

Fidlar's Honor Rewards is a service provided to counties which allows them to quickly and easily implement and manage a rewards program for their local veterans. Veterans can sign-up (online or in your office) to receive an Honor Rewards ID card which gives them discounts and benefits at local businesses and retailers who participate in the program. Client is responsible for contacting local businesses and retailers and encourage them to participate in the program.

Fidlar's Honor Rewards program includes:

- Creation and maintenance of your county's page at www.honorrewards.com
- Printing of all ID Cards for your county
- Delivery of the ID cards approximately every 2-3 weeks (it is Client's responsibility to get them to the veteran)
- Customer Support for veterans during the signup process
- Pre-Created promotional materials

HONOR REWARDS PRICING:

INCLUDED WITHIN THIS CONTRACT

SELECT 1 OF THE FOLLOWING 2 OPTIONS:

OPTION 1:

By checking here and signing below, you acknowledge you have the authority to utilize remote access revenue to offset regular Fidar Invoices (LifeCycle, CountyCare, Bastion, Information Replication, Laredo Bills, etc). Should you choose this option, a second signature from an authorized Elected Official, County Board Member, or Department Head is required.

Please list the types of recurring invoices you would like to use your remote access revenue on:

Laredo

Any remaining revenue on account after your Fidar Invoice has been paid will be returned to you via Check/ACH.

If you choose to receive remote access revenue via ACH, please fill in the necessary ACH Details:

Routing Number: _____ Account Number: _____

Please provide the email address of the person you would like to receive the ACH deposit notifications:

BUYER REPRESENTS THAT THIS SCHEDULE 'D' HAS BEEN READ AND IS ACCEPTED:

Franklin County MO Recorder

Franklin County MO 2nd Signature

Dated: 7/17/19

Dated: _____

By: Jennifer L. Metcalf

By: _____

Name: Jennifer L. Metcalf

Name: _____

Title: Recorder of Deeds

Title: _____

FIDLAR TECHNOLOGIES

Dated: _____

By: _____

Name: _____

Title: _____

OPTION 2

_____ By checking here and signing below, you acknowledge that Fidlar will provide all remote access credit to the Client at the end of each calendar month via ACH or Check.

If you choose to receive remote access revenue via ACH, please fill in the necessary ACH Details:

Routing Number: _____ Account Number: _____

Please provide the email address of the person you would like to receive the ACH deposit notifications:

BUYER REPRESENTS THAT THIS SCHEDULE 'D' HAS BEEN READ AND IS ACCEPTED:

Franklin County MO Recorder

FIDLAR TECHNOLOGIES

Dated: _____

Dated: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FRANKLIN COUNTY

JENNIFER L. METCALF
RECORDER OF DEEDS



400 EAST LOCUST
ROOM 102
UNION, MISSOURI 63084
PHONE: (636) 583-6367
FAX: (636) 583-7330
www.franklinmo.org

July 17, 2019

Re: Amended Fidlar Schedule D
Commission Order 2019-96 and 2017-155

The following Fidlar Schedule D has been amended to address the usage of remote access credits as well as to add an additional revenue stream of \$4.98 per Print Results to Tapestry. Fidlar has requested that two signatures be collected for added accountability. Jennifer has reviewed, approved, and signed the document. Also included are copies of Commission order 2019-96 and 2017-155.

Please let me know if you have any questions regarding the matter.

Thank you,

Lisa Smart, Chief Deputy
lsmart@franklinmo.net
(696)584-6235



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, July 30, 2019
Policy

**IN THE MATTER OF AUTHORIZING THE
FRANKLIN COUNTY HEALTH DIRECTOR
TO REQUIRE THE VACCINATION OF
FOOD HANDLERS FOR HEPATITIS A
FOR WHICH VACCINES ARE AVAILABLE**

WHEREAS, the County Commission of the County of Franklin, Missouri (the “Commission”) is authorized by Section 190.300 RSMo. to make and promulgate orders, rules or regulations, respectively as will tend to enhance the public health and prevent the entrance of infectious, contagious, communicable or dangerous diseases into the County of Franklin, Missouri (the “County”) provided, however that any orders, rules or regulations shall not be in conflict with any rules or regulations authorized and made by the State of Missouri Department of Health and Senior Services or by the State of Missouri Department of Social Services; and

WHEREAS, the Commission may establish reasonable fees to pay for any costs incurred in carrying out such orders, rules or regulations, however, the establishment of such fees shall not deny personal health services to those individuals who are unable to pay such fees or impede the prevention or control of communicable disease; and

WHEREAS, fees generated shall be deposited in the County Treasury and shall be used to support the public health activities for which they were generated; and

WHEREAS, after the promulgation and adoption of such orders, rules or regulations by the Commission, the Commission shall make and enter an order or record declaring such orders, rules or regulations to be printed and available for distribution to the public in the office of the County Clerk, and shall require a copy of such order to be published in some newspaper in the County in three successive weeks, not later than thirty days after the entry of such order, rule or regulation; and

WHEREAS, the Commission has full power and authority to initiate the prosecution of any action under this section.

IT IS THEREFORE ORDERED, that the following regulations are hereby enacted for the purpose of preventing, reporting, controlling, treating and eliminating communicable, environmental, and occupational diseases and for that purpose they are intended to adopt Missouri Department of Health and Senior Services regulations dealing with Communicable Diseases codified in the Code of State Regulations effective as of July 1, 2019, 19 CSR 20-20.010 through 19 CSR 20-20.100 as the same may be adopted.

IT IS FURTHER ORDERED, the provisions of 19 CSR 20-20.010 through 19 CSR 20-20.100 of the Code of State Regulations are hereby incorporated by reference as if fully set forth herein verbatim as existing as of July 1, 2019.

IT IS FURTHER ORDERED, as used in this Order, unless the context clearly indicates otherwise, the definitions found in 19 CSR 20-20.010 shall be applicable to this Order and the following words and terms shall have the following special meanings:

- a) Food Handler - shall mean a person who is employed by any person or entity in any capacity which requires the preparation, handling or touching of any food (except uncut produce), utensils, serving items or kitchen or serving area surfaces or materials, in a place where food that is intended for individual service and consumption is routinely provided completely prepared, regardless of whether consumption is on or off the premises and regardless of whether there is a charge for the food. Such places include restaurants, hospital cafeterias, school and nursing home kitchens, day care facilities, residential group homes, caterers, banquet facilities, coffee shops, cafeterias, short order cafes, luncheonettes, taverns, sandwich stands, soda fountains, food vending carts and all other eating or drinking establishments, as well as kitchens, commissaries or other places in which food or drink is prepared for individual sale elsewhere. The term does not include a private home where food is prepared for noncommercial home use, and it does not include the location of food vending machines.
- b) Health Director or Director - The Health Director shall be the same person and perform the same functions as the Local Health Authority described in 19 CSR 20-20.010(24). The Health Director shall generally supervise the administration of this Order. As used in this Order, the term Health Director or Director shall also include any person to whom the Director has delegated the performance of any duties required of the Health Director under this Order.
- c) Health Department – The Franklin County Health Department is hereby designated the Local Public Health Agency as defined in 19 CSR 20 20.010(25).
- d) Person - “Person” shall have the same meaning as defined in 19 CSR 20 20.010(28) and in addition thereto shall include any legal entity of any type and any group or association of individuals.

IT IS FURTHER ORDERED, that it shall be unlawful for any person to violate any provision of these regulations or any directive issued by the Health Director or Health Department made for the purpose of implementing any section or provision of these regulations, including but not limited to any reporting or record keeping requirement, any order or directive for isolation or quarantine when issued pursuant to these regulations, and compliance with any requirement or directive intended to control, treat, or eliminate a communicable, environmental or occupational disease regulated hereunder.

IT IS FURTHER ORDERED, that the Health Director is hereby authorized to seek the assistance of the Circuit Court in enforcement of these regulations, as necessary to protect the public health, including obtaining issuance of restraining orders and other orders of injunction, and other equitable remedy as may be necessary and appropriate under the circumstances.

IT IS FURTHER ORDERED, that the regulations enacted under this Order are intended to be supplementary to other provisions or remedies authorized or prescribed by law or rule or regulation enacted thereunder. The invalidity of any particular regulation enacted herein shall not affect the validity of any other provision and all regulations hereunder shall be construed as consistently and harmoniously as possible with each other and other applicable provisions of law. In the event of conflict between any regulation contained herein and any other rule, regulations or law, the provision more protective of the public health shall apply; provided, however, that in the event of irreconcilable conflict between any provision of these regulations and rules or regulations enacted by the Department of Health and Senior Services under Chapter 192 RSMo, or the Department of Social Services under Chapter 198 RSMo, the rules or regulations enacted by those departments under those chapters shall prevail. These regulations also shall be liberally construed to the fullest extent permitted by law to effectuate the broad remedial purposes for which they are intended.

IT IS FURTHER ORDERED, that the regulations contained in this chapter shall be applicable to all incorporated and unincorporated areas within Franklin County, Missouri.

IT IS FURTHER ORDERED, that the failure of the Health Director or Health Department to enforce any provision of these regulations, or to perform any duty prescribed for them hereunder, shall not itself constitute a violation of these regulations, nor is any regulation in this Order intended to create any legal responsibility or give rise to any legal liability on the part of the Health Director or Health Department to the benefit of any person who is or claims to be affected by any such failure or nonperformance.

IT IS FURTHER ORDERED, that all employers shall have ninety (90) days from the date of passage of this Commission Order until all food handlers must be vaccinated for Hepatitis A. All new employees hired after the date of this Commission Order shall be vaccinated within two (2) weeks of the date of hire.

IT IS FURTHER ORDERED, that the requirements of this section shall not apply to women while they are pregnant, nor because of medical contraindications that are verified in writing by a duly licensed physician.

IT IS FURTHER ORDERED, that a food handler may decline to be vaccinated pursuant to this Order, however, if a food handler declines to be vaccinated, he/she shall be restricted from working with exposed food, clean equipment, utensils, linens, and unwrapped single-service and single-use articles.

IT IS FURTHER ORDERED, that the Health Department may offer to administer the vaccine to food handlers at a reduced cost.

IT IS FURTHER ORDERED, that a copy of this Order be provided to Angie Hitson, Health Director, and Tim Baker, County Clerk.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, July 30, 2019
Policy

**IN THE MATTER OF APPROVING AND
AUTHORIZING EXECUTION OF A PROPOSAL
WITH COCHRAN ENGINEERING PERTAINING
TO THE HENDRICKS ROAD BRIDGE**

WHEREAS, it has been determined by Franklin County that a bridge on Hendricks Road is in need of immediate repairs, even if temporary until the bridge can be replaced; and

WHEREAS, the bridge has been deemed by MODOT as needing immediate repairs that will raise the load limit so emergency equipment and vehicles can travel safely over the bridge; and

WHEREAS, Cochran Engineering has agreed to perform the necessary inspections as reflected in the Proposal attached hereto; and

WHEREAS, the compensation for these services to be paid to Cochran Engineering would not exceed \$4,680.00; and

IT IS THEREFORE ORDERED that the Proposal submitted by Cochran Engineering is hereby accepted and approved and the Presiding Commissioner is authorized to execute any and all necessary documents on behalf of the County of Franklin and such other documents, certificates and instruments as maybe 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 THEREFORE 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 Commission Order be provided to Cochran Engineering; Ronald J. Williams, Highway Administrator; and Ann Struttman, Purchasing Director.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



Architecture
Civil Engineering
Land Surveying
Site Development

737 Rudder Road
Fenton, Missouri 63026
Telephone: 314-842-4033
Fax: 314-842-5957
E-Mail: bdunagan@cochraneng.com

June 3, 2019

Mr. Ronald J. Williams, P.E.
Franklin County Highway Administrator
Union, MO 63083

RE: Proposal – Hendricks Road Bridge #2820006

Dear Mr. Williams:

This proposal is to perform the services that you and I discussed at the bridge site of the Hendricks Road bridge on Friday, May 24th. The bridge has been identified by MODOT as needing immediate repairs, even if only temporary until the bridge can be replaced. In accordance with our discussion, we offer the following professional services:

SCOPE OF SERVICES:

1. Perform inspection of the beam ends and bearings after cleaning and rust removal by the County.
2. Determine, by analysis, the safe load capacity of the bridge members in their current condition.
3. Develop alternative repair recommendations to address deficiencies.
4. Provide details of selected repair methods.
5. It is conceived that repairs will be performed by County Personnel (no bidding).
6. Provide technical assistance as required to county personnel making repairs.

OWNER'S RESPONSIBILITY:

1. The Owner will pressure wash and clean the ends of the beams and bearing surfaces. Rust scale that can be removed with pressure washing will be removed. Abutment bearing seats shall be cleaned of all debris to provide good view of bearings.
2. The Owner will give prompt and thorough consideration to all sketches, drawings and other documents laid before him. Prompt decisions will be required if project is to proceed on schedule.

FEE:

1. The total maximum fee to be paid for these services outlined in this proposal shall be a not-to-exceed fee of \$4,680.00. Additional services can be provided upon request.

PAYMENT:

1. An invoice for progress payments will be submitted monthly during the performance period of this contract for professional services rendered. It is agreed that monthly progress payments for fees earned under this agreement are due and payable within thirty (30) days of submission of invoices. Any invoices remaining unpaid beyond thirty (30) days will accrue interest at the rate of one and one-half (1½%) per month on the unpaid balance.

2. It is further understood that if the project is abandoned, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished.
3. In addition, payment will be due for all reimbursable expenses incurred prior to receipt of written notice or such abandonment or suspension.

TIME OF PERFORMANCE:

We will make every effort to complete the project within the Owner's time frame and according to schedule. Cochran will not, however, be responsible for delays caused by events beyond our control.

TERMS AND CONDITIONS:

Attached to this proposal is a copy of the Cochran Standard Terms and Conditions. These terms and conditions shall apply to this proposal for professional services, which can also serve as a letter agreement. This document is enclosed for your review and reference.

GENERAL:

Cochran's reputation is based on understanding and meeting all the project objectives of our clients. We look forward to having an opportunity to demonstrate that responsiveness by providing timely and cost effective professional services.

If you would like to authorize Cochran to perform the professional services outlined in this proposal, please indicate your acceptance of the terms of this letter agreement by signing in the space provided below and returning one (1) copy for our contract files.

If you have any questions or changes regarding this proposal, please contact me at 573-330-6056. Thank you.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Sincerely,



B. Bradford Dunagan, P.E.
Project Manager

Acceptance:
Franklin County Highway Department
Ronald J. Williams, P.E., Administrator

By: _____

Title: _____

Date: _____

Attachments – 2019 Hourly Fee Schedule
Cochran Standard Terms & Conditions

COCHRAN STANDARD TERMS AND CONDITIONS

AGREEMENT These terms and conditions constitute an agreement between Cochran and the Client addressed in the accompanying proposal letter to which these Terms and Conditions are attached. Such proposal letter, along with these Terms and Conditions, shall constitute the entire contract ("Contract") for services between the two parties unless specifically stated otherwise in the proposal letter or as amended by subsequent agreements for additional services. Any changes, modifications or amendments to the contract (including any agreement for additional services) must be in writing, and must be signed by both parties. Both Cochran and the Client are deemed to have accepted these Terms and Conditions for the project described when acknowledged by signature on the accompanying proposal letter. The terms in this Contract shall have the same meaning as in AIA document A201 General Conditions of the Contract for Construction, 1997 Edition ("A201 General Conditions").

PROFESSIONAL SERVICES Cochran shall provide only those basic services described in the accompanying proposal letter unless additional services are added upon mutual agreement between both parties. Neither party may assign this Contract to a third party without the consent of the other.

COCHRAN will perform all services consistent with the standard of care normally exercised by others in the profession in question and in the same community. Cochran will re-perform any services not meeting this standard caused by the negligent act or omission of Cochran.

If Cochran's scope of work includes construction phase services, the administration of the construction contract shall be pursuant to AIA document A201 General Conditions, unless otherwise agreed to by the parties in writing. To be enforceable against Cochran, any modifications to that document must be consistent with this Contract or approved in writing by Cochran. If there is a conflict between the A201 General Conditions and this Agreement, then this Agreement will control.

COCHRAN will not direct the work activities of the Client's employees or any construction contractors, sub-contractors or any of their employees, or other individuals not employed by Cochran. Cochran will abide by any job-site safety programs identified by the Client but will not be responsible for job-site safety of any workers or persons not employed by Cochran. Cochran will not control or be responsible for the construction means, methods, sequencing or procedures of any construction contractors, sub-contractors or any of their employees. Cochran will not be responsible for the failure of any Contractor to perform the Work in accordance with the Contract Documents. In addition, Cochran will not be responsible for identification of unsafe conditions, nor for the identifications, handling, or removal of hazardous or toxic substances. When making any interpretation or decision as required by the General Conditions on matters concerning performance under or requirements of the Contract Documents, Cochran will not show partiality to any party, and shall not be liable for the results or interpretations or decisions so rendered in good faith.

TIME OF PERFORMANCE Cochran will commence work immediately after receipt of written notice-to-proceed and receipt of all required information from the Client. Cochran will endeavor to complete the project within the time stated in the proposal, but will not be responsible for delays caused by events beyond Cochran's control. Cochran will also not be responsible for damages (as well as delays) caused by such events.

TERMINATION OF SERVICES This Contract may be terminated by either party upon not less than seven days written notice should the other party fail to substantially perform in accordance with these terms and conditions, which includes the failure to make payments to Cochran in accordance with this Contract. Furthermore, this Contract may be terminated for convenience upon mutual agreement between the parties.

DISPUTE RESOLUTION Any claim, dispute, or other matter in question arising out of this Contract, shall first be submitted to nonbinding mediation in accordance with the Construction Industry Mediation Rules of the American Association ("AAA"). Mediation shall be held where the project is located and both parties shall share equally in the mediator's fees and filing fees.

Any claims, disputes, or other matters in question arising out of or relating to this Contract that are not resolved by mediation shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA. A demand for arbitration must be made within a reasonable time, and before the expiration of the applicable statute of limitations. Unless it consents in writing, Cochran may not be joined in any other arbitration involving the same project. If the parties have to arbitrate their dispute, the prevailing party is entitled to recover attorney's fees and costs. Arbitration shall be held where the project is located.

CONSEQUENTIAL DAMAGES Both parties mutually waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Contract or the performance of Cochran. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and/or breach of warranty.

COMPENSATION The Client agrees to compensate Cochran in the amount stated in the accompanying proposal letter for the basic services described therein and agrees to additional compensation for such additional services as may be subsequently amended to this Contract. Unless stated otherwise in the accompanying letter, the quoted compensation for the services described is fixed for a period of thirty days from the date of the proposal letter.

An invoice for progress payments will be submitted monthly during the performance period of this Contract. It is agreed that monthly progress payments for fees earned under this contract are due and payable within thirty (30) days of submission of invoices. Any invoices remaining unpaid beyond thirty (30) days will accrue interest at the rate of one and one-half percent (1 ½%) per month on all invoices unpaid 30 days after submission. It is further understood that if the project is terminated, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished. The Client will pay all costs (including legal fees and arbitration and/or court costs) incurred by Cochran in collecting amounts due but unpaid. In the event that the client disputes an invoice, the client will make payment of all amounts of the invoice that are not in dispute. If the project is terminated, the client will pay Cochran's incurred costs related to the termination (e.g., close-out costs, costs of terminating contracts with consultants, etc.)

Unless specifically itemized in the accompanying letter, reimbursable expenses are in addition to the stated compensation for basic and additional services. Standard reimbursable expenses shall include: Client authorized out-of-town travel, transportation, and subsistence expenses; fees paid for securing approval of jurisdictional authorities; postage, courier, or other delivery fees; material costs for models, mock-ups, or other presentation media; photographic film and development expenses.

LIMIT OF LIABILITY To the fullest extent permitted by law, Cochran's liability to the Client for any claims, losses, expenses, or other damages arising out of this Contract and/or Cochran's performance shall not exceed the agreed upon compensation for basic and additional services covered under this Contract.

DOCUMENTS All documents and electronic media produced by Cochran under this Contract ("Instruments of Service") shall remain the property of Cochran, and Cochran shall retain all rights to the same, including copyrights, and they may be used by the Client only for the project stated in the accompanying proposal letter. In the event of the termination of this Contract, the Client shall return the Instruments of Service to Cochran, and they may not be used by the Client or a third party to complete the project without the written consent of Cochran.

MISCELLANEOUS This Contract and the rights of the parties shall be governed by the laws of the State of Missouri. To the extent that property insurance covers a loss during construction, the parties waive all rights against each other, including the rights of subrogation, to the extent of that insurance.



2019 Hourly Fee Schedule

The following is a list of hourly rates for our Fee Service Contracts.
Effective January 1, 2019, these rates will apply to all projects performed on a time and expense basis.

<u>Title</u>	<u>Charge-Out</u>
Principal	\$ 150.00
Managing Engineer	\$ 140.00
Engineer 1	\$ 130.00
Engineer 2	\$ 120.00
Engineer 3	\$ 105.00
Engineer 4	\$ 95.00
Engineer 5	\$ 85.00
Senior Architect	\$ 140.00
Architect 1	\$ 115.00
Architect 2	\$ 105.00
Architect 3	\$ 95.00
Managing Surveyor	\$ 130.00
Surveyor 1	\$ 120.00
Surveyor 2	\$ 110.00
Surveyor 3	\$ 100.00
Senior Manager	\$ 85.00
Secretary	\$ 55.00
Field Manager	\$ 70.00
Inspector	\$ 70.00
Technician	\$ 50.00
MoDOT Certified Technician	\$ 57.50
Drafter/Survey Tech 1	\$ 95.00
Drafter/Survey Tech 2	\$ 85.00
Drafter/Survey Tech 3	\$ 75.00
Drafter/Survey Tech 4	\$ 60.00
One Man Survey Crew	\$ 110.00

Note:

*Survey Field crew prices will vary depending upon the Survey Tech assigned to the project.

*Overtime rate of 1.5 times the regular rate will be charged for hours worked after 8 hours per day, Saturdays, Sundays, or Holidays.

8 East Main Street
Wentzville, MO 63385
Phone: 636-332-4574
Fax: 636-327-0760

737 Rudder Road
Fenton, MO 63026
Phone: 314-842-4033
Fax: 314-842-5957

530A East Independence Drive
Union, MO 63084
Phone: 636-584-0540
Fax: 636-584-0512

534 Maple Valley Drive
Farmington, MO 63640
Phone: 573-315-4810
Fax: 573-315-4811

767 North 20th Street
Ozark, MO 65721
Phone: 417-595-4108
Fax: 417-595-4109

905 Executive Drive
Osage Beach, MO 65065
Phone: 573-525-0299
Fax: 573-525-0298



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, July 30, 2019
Policy

**IN THE MATTER OF THE COUNTY
OF FRANKLIN AMENDING THE
CONTRACT WITH MISSOURI HIGHWAYS
AND TRANSPORTATION COMMISSION BY
SUPPLEMENTAL AGREEMENT FOR SHAWNEE FORD
ROAD BRIDGE**

WHEREAS, On February 14, 2013 the Franklin County Commission entered into an Off-System Bridge Replacement Agreement with Missouri Highways and Transportation Commission as to the public improvements designated for the design and construction of the Shawnee Ford Road Bridge, designated as BRO-036(31); and

WHEREAS, it has been determined the original agreement should be amended to reflect the changes to the reimbursement clause as reflected in the Supplemental Agreement attached hereto.

IT IS THEREFORE ORDERED that Presiding Commissioner is authorized to execute the Supplemental Agreement with Missouri Highways and Transportation Commission pertaining to the Shawnee Ford Road Bridge project and any and all necessary documents on behalf of the County of Franklin and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of and as the act and deed of the County

IT IS FURTHER ORDERED that a copy of this order is provided to Missouri Department of Transportation; Ronald J. Williams, Highway Administrator; and Ann Struttmann, Purchasing Agent.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

CCO FORM: FS28
Approved: 10/97 (BDG)
Revised: 03/17 (MWH)
Modified:

Franklin County
BRO-B036(031)

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
OFF-SYSTEM BRIDGE REPLACEMENT AND REHABILITATION
SUPPLEMENTAL AGREEMENT**

THIS SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and Franklin County (hereinafter, "County").

WITNESSETH:

WHEREAS, on February 11th, 2013 , the Commission and the County previously entered into an Off-System Bridge Replacement and Rehabilitation Agreement as to public improvements designated as BRO-B036(031), for the construction of improvements to Shawnee Ford Road, (hereinafter, "Original Agreement"); and

WHEREAS, the Commission and the County now desire to revise the Original Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) REVISION: Paragraph (15) REIMBRSEMENT of the Original Agreement is hereby removed and replaced with the following:

(15) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the County as follows:

Any federal funds for project activities shall only be available for reimbursement of eligible costs that have been incurred by County. Any costs incurred by County prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. A pro-rata share shall be established for each phase of a project, i.e. Preliminary Engineering, Right of Way, Utilities and Construction. All costs incurred by County will be reimbursed at the pro-rata share established for each project phase. The pro-rata share for federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to that project phase by the total participating costs for that phase. The pro-rata share for the Construction Phase shall be established at concurrence in award and cannot be increased. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of County. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(2) REVISION: Add Paragraph (23) PROMPT PAYMENTS to state as follows:

(23) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the County has not paid the vendor prior to receiving reimbursement, the County must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(3) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement between the parties shall remain in full force and effect and the unaltered provisions of the Original Agreement shall extend to and apply to this Supplemental Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the County this _____ day of _____, 20____.

Executed by the Commission this _____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

FRANKLIN COUNTY

By _____

Title: _____

Title: Presiding Commissioner

By _____

ATTEST:

Title: Commissioner

Secretary to the Commission

By _____

Title: Commissioner

Approved as to Form:

ATTEST:

Commission Counsel

Title: _____

Approved as to Form:

Title _____

Ordinance No. _____

Exhibit C - Required Contract Provisions

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier 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 first tier participant to furnish a certification or an explanation shall disqualify such a 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 contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective 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 suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) 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 records, making false statements, or receiving stolen property;

(3) 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 (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

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

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 which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "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 exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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 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 suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

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 participating in covered transactions 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.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, 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 Federal 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 Federal 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.

2. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, July 30, 2019
Policy

**IN THE MATTER OF APPROVING AND AUTHORIZING
EXECUTION OF A MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION STP URBAN
PROGRAM AGREEMENT FOR THE REMOVAL AND
REPLACEMENT OF ELMONT ROAD BRIDGE**

WHEREAS, the State of Missouri offers funding for transportation related projects through its Surface Transportation Program (STP); and

WHEREAS, Franklin County has qualified for such program pertaining to the removal and replacement of Elmont Road Bridge over the Little Boone Creek; and

WHEREAS, the Federal share for this project will be 80 percent of the total not to exceed \$664,571.00 as per the attachment hereto.

IT IS THEREFORE ORDERED that the Agreement with the Missouri Highways and Transportation Commission is hereby approved and that John Griesheimer, Presiding Commissioner, is authorized to execute said Agreement on behalf of Franklin County.

IT IS THEREFORE ORDERED that the Agreement with Missouri Highways and Transportation Commission for the removal and replacement of Elmont Road Bridge is hereby approved and Presiding Commissioner is authorized to execute the Program Agreement and any and all necessary documents on behalf of the County of Franklin and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of and as the act and deed of the County

IT IS FURTHER ORDERED that a copy of this order is provided to Missouri Department of Transportation; Ronald J. Williams, Highway Administrator; and Ann Struttman, Purchasing Agent.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 03/17 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STP-6006(604)
Award Year: 2020
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STP-URBAN PROGRAM AGREEMENT**

THIS STP-URBAN AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and Franklin County, Missouri (hereinafter, "County").

WITNESSETH:

WHEREAS, the Fixing America's Surface Transportation Act (FAST) 23 U.S.C. §133, authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

WHEREAS, the County desires to construct certain improvements, more specifically described below, using such STP funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the County. The improvement contemplated by this Agreement and designated as Project STP-6006(604) involves:

Removal and replacement of the Elmont Road Bridge over the Little Boone Creek.

The County shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STP-6006(604) by the Commission is within the county limits of Franklin County, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

Elmont Road Bridge over Little Boone Creek

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the County agrees to repay the Commission for any progress payments made to the County for the project and agrees that the Commission may deduct progress payments made to the County from future payments to the County.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the County shall correspond to its geographical area as encompassed by the urban boundaries of the County as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The County shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The County shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the County in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) COUNTY TO MAINTAIN: Upon completion of construction of this improvement, the County shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the County street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the County shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the County's wrongful or negligent performance of its obligations under this Agreement.

(B) The County will require any contractor procured by the County to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission'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 Commission, and MoDOT and its employees, as additional named insureds 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. The County shall cause insurer to increase the insurance amounts in accordance with those 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.

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP for the County will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the

surface transportation system have been established by the County and the Commission subject to the approval of the FHWA.

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the County, and the County may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the County" is to be substituted. The County agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, County shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However upon written request by the County and the written acceptance by the Commission, the Commission shall acquire right of way for the County. Upon approval of all agreements, plans and specifications by the Commission and the FHWA, the commission will file copies of said plans in the office of the county clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of County, and the County will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the County. The County shall pay into court all awards and final judgments in favor of any such condemnees. The County shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the County as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by County. Any costs incurred by County prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required

to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$664,571. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of County. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the County under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the County to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which County obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the County prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) PERMITS: The County shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STP-6006(604) will involve work on the state's right of way, the County will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the County of any required goals for participation by DBEs to be included in the County's proposal for the work to be performed. The County shall submit for Commission approval a DBE goal or plan. The County shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The County shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) PROGRESS PAYMENTS: The County may request progress

payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The County shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the County has not paid the vendor prior to receiving reimbursement, the County must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The County further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(21) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the County, through the Commission, any monies due. The County shall refund any overpayments as determined by the final audit.

(22) AUDIT REQUIREMENT: If the County expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the County expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the County may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The County shall comply with all reporting requirements of the Federal

Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(24) 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.

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

(26) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the County and the Commission.

(27) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(29) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the County:
400 E. Locust
Union, MO 63084
- (B) To the Commission:
1590 Woodlake Drive
Chesterfield, MO 63017
Facsimile No. :(573)522-6480

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the County agrees as follows:

(A) Civil Rights Statutes: The County shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and

Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the County is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The County shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The County shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the County. These apply to all solicitations either by competitive bidding or negotiation made by the County for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the County of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The County shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the County is in the exclusive possession of another who fails or refuses to furnish this information, the County shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the County fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the County complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The County shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The County will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the County becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction the County may request the United States to enter into such litigation to protect the interests of the United States.

(30) ACCESS TO RECORDS: The County and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the County receives reimbursement of their final invoice from the Commission.

(31) CONFLICT OF INTEREST: The County shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(32) MANDATORY DISCLOSURES: The County shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the County this ____ day of _____, 20____.

Executed by the Commission this ____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

FRANKLIN COUNTY

By _____

Title _____

Title _____

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Commission Counsel

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

By _____

Title _____

Exhibit A - Location of Project

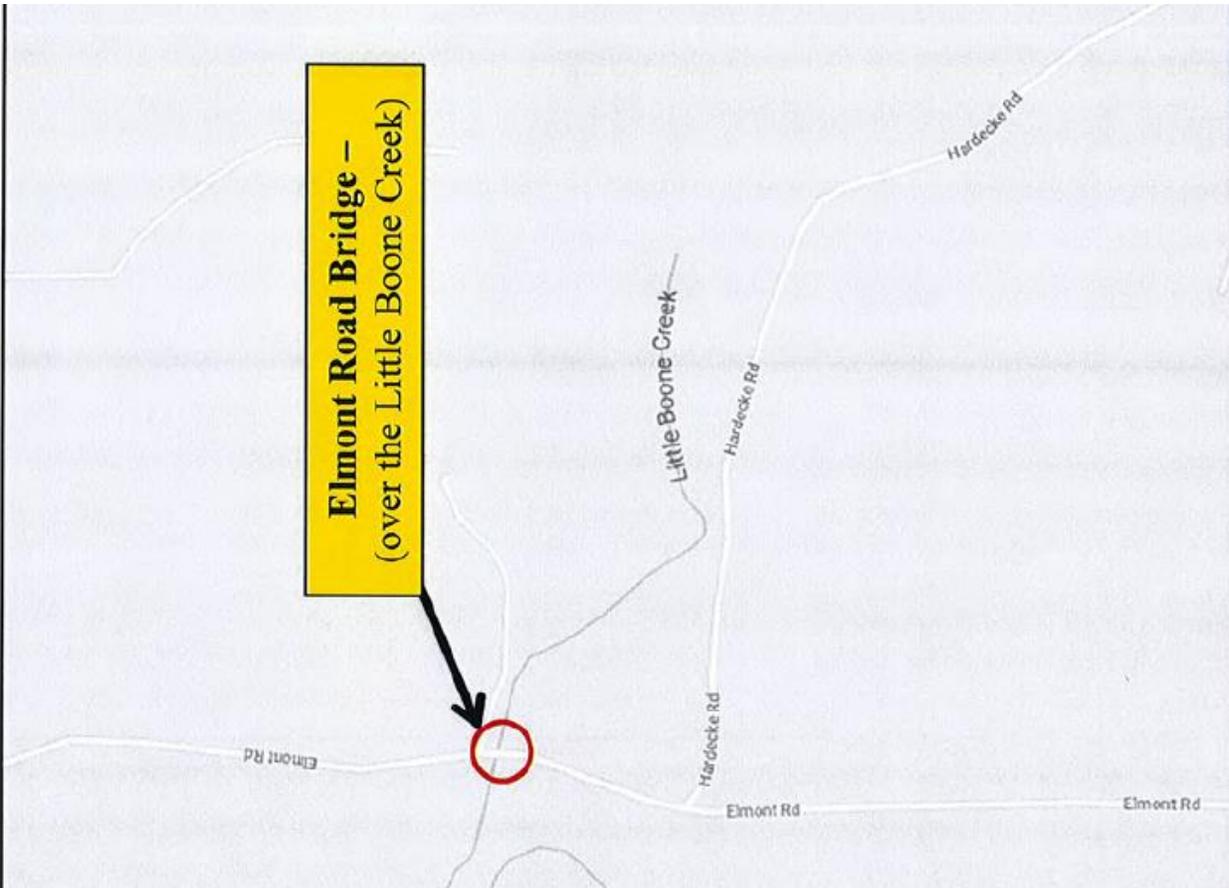


Exhibit B – Project Schedule

Project Description: STP-6006(604)

Removal and replacement of the Elmont Road Bridge over the Little Boone Creek.

Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive notification letter	11/2018	11/2018	1
Execute agreement (project sponsor and DOT)	12/2018	6/2019	7
Engineering services contract submitted and approved*	11/2019	5/2020	6
Obtain environmental clearances (106, CE-2, etc.)	6/2020	8/2020	2
Public meeting/hearing	10/2020	10/2020	1
Develop and submit preliminary plans	6/2020	9/2020	3
Preliminary plans approved	10/2020	12/2020	3
Develop and submit right-of-way plans	1/2021	1/2021	1
Review and approval of right-of-way plans	2/2021	3/2021	2
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	4/2021	4/2021	1
Right-of-way acquisition	5/2021	10/2021	5
Utility coordination	n/a	n/a	0
Develop and submit PS&E	2/2021	10/2021	8
District approval of PS&E/advertise for bids*	11/2021	12/2021	2
Submit and receive bids for review and approval	1/2022	2/2022	2
Project implementation/construction	4/2022	9/2022	5
* Finish date must match fiscal year for each milestone shown in bold text.			

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

Exhibit C - Required Contract Provisions

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier 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 first tier participant to furnish a certification or an explanation shall disqualify such a 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 contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective 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 suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) 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 records, making false statements, or receiving stolen property;

(3) 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 (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

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

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 which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "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 exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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 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 suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

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 participating in covered transactions 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.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, 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 Federal 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 Federal 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.

2. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, July 30, 2019
Policy

**IN THE MATTER OF APPOINTING AND RE-APPOINTING
MEMBERS TO THE FRANKLIN COUNTY LAW
ENFORCEMENT RESTITUTION FUND (LERF) BOARD
OF TRUSTEES**

WHEREAS, on November 18, 2014 the Franklin County Commission adopted Commission Order No. 2014-304 establishing the Franklin County Law Enforcement Restitution Fund (LERF) in accordance with Section 50.565 RSMo; and

WHEREAS, in accordance with Missouri law said Commission Order provided for the appointment of a five (5) member Board of Trustees; and

WHEREAS, it has been recommended that the following named individuals be re-appointed as the Board of Trustees to oversee the operations of the fund, to wit:

Jerry West
Ed Heisel
Jane Mense
Jerry Mueller

WHEREAS, it has been further recommended that the following named individual is appointed to fill a vacancy, to wit:

Danny Shadrick

IT IS THEREFORE ORDERED by the Franklin County Commission that each of the above named individuals be appointed to serve a one (1) year term or until a member resigns or is removed by the County Commission based upon the recommendation of recommending authority.

IT IS FURTHER ORDERED that a copy of this Order be provided to each appointee; I.I. Lamke Presiding Judge; Matthew Becker, Prosecuting Attorney; Steve Pelton, Sheriff; and Tammy Vemmer, Auditor.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, July 30, 2019
Policy

**IN THE MATTER OF AUTHORIZING
AND APPROVING AN AGREEMENT
WITH FASTCASE FOR THE SHERIFF'S OFFICE**

WHEREAS, Franklin County Sheriff's Office desires to renew the License Agreement with Fastcase to continue providing access to a digital law library for the inmates; and

WHEREAS, Fastcase has the ability to provide such service enabling Franklin County to fulfill the inmates' constitutional right to access to the courts; and

WHEREAS, the price to provide said service is \$1,300.00 annually per the License Agreement attached hereto.

IT IS THEREFORE ORDERED that the agreement with Fastcase is hereby accepted and approved and the Presiding Commissioner is authorized to execute any and all necessary documents on behalf of the County of Franklin and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of and as the act and deed of the County.

IT IS THEREFORE 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 be provided to Fastcase; Capt. Dave Boehm; Sheriff Steve Pelton; Ann Struttman, Purchasing; and Lynne Maloney, Accounts Payable.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

**FRANKLIN COUNTY, MO/FASTCASE
LICENSE AGREEMENT**

This License Agreement ("Agreement") is made and entered into as of July __, 2019, by and between Fastcase.com, Inc. ("Fastcase"), a Delaware Corporation headquartered at 711 D Street, N.W., Suite 200, Washington, DC 20004 and the Franklin County, MO ("Subscriber"), located at 400 E. Locust, Suite 004, Union, MO 63084.

WITNESSETH

WHEREAS Fastcase is a legal publishing company that provides a comprehensive online legal research system; and

WHEREAS the Subscriber wishes to provide access to legal information to the Inmates in the Franklin County, MO; and

WHEREAS Fastcase and the Subscriber desire to provide Inmates doing research at the headquarters of the jail or prison library with unlimited access to a comprehensive database of primary law through Fastcase's online legal research system; and

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions

As used in this Agreement, the following terms shall have the following meanings. Other terms are defined elsewhere in this Agreement.

- 3.1 "Agreement"** means this license agreement between Fastcase and the Subscriber, and any amendments or additions that may be made in writing by the mutual agreement of both parties from time to time.
- 3.2 "Cause"** means, with respect to any party to this Agreement, (i) a Material Breach of any term or condition of, this Agreement that is not cured within thirty (30) days after written notice thereof or (ii) a filing by the other party of a petition in any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within 90 days).
- 3.3 "Inmate"** means a prisoner entitled to use the jail or prison library services of the institution to which this license is granted, such use to be made in the headquarters of the Subscriber's library.
- 3.4 "Effective Date"** means the date on which the Subscriber begins to provide access to the Fastcase system to the Inmates. The Effective Date is expected to be approximately September 1, 2019.
- 3.5 "Fastcase Data"** means any data contained on servers controlled by Fastcase or accessed through the Fastcase system.
- 3.6 "Fastcase Premium Plan"** means the subscription plan offered for retail sale by Fastcase, typically for \$995 per terminal per annum, including access

to a database of opinions of the supreme courts and courts of appeal of all 50 states and federal cases.

3.7 “Fastcase System” means the online legal research system sold by Fastcase as of the Effective Date on a subscription basis to its customers.

3.8 “License” means the license described in Section 4 of this Agreement.

3.9 “Material Breach” means the failure of the Subscriber to timely pay Fastcase the license fee pursuant to Section 4 of this Agreement; and the failure of Fastcase to provide Inmates access to the Fastcase System pursuant to Section 2 of this Agreement. Should Fastcase be liable for a Material Breach, the Subscriber will be entitled to a pro rata refund of monies paid for any period during that breach.

4. License. Fastcase agrees to provide access to the Fastcase System to Inmates in the headquarters of the jail or prison library pursuant to this Agreement. The Subscriber may not sell, license, publish, or otherwise distribute any part of the Fastcase Data, and may not permit any employee, Inmate, or other third party to this Agreement to sell, license, publish, copy, or otherwise distribute any part of the Fastcase Data. Nothing in this Agreement shall provide any Inmate or the Subscriber any rights of or claims in ownership of the Fastcase Data.

5. License Fee. In consideration of Fastcase providing the Fastcase System to Inmates at the access terminals/tablets in the headquarters of the jail or prison library as set forth herein, the Subscriber shall pay to Fastcase one thousand three hundred dollars (\$1,300) per year for the Term of this Agreement, which will be for one year following September 1, 2019. Payment will be due and payable within 30 days of the execution of this Agreement. The pricing is based upon 130 beds at \$1,300 per annum.

6. Term and Termination.

6.1 Term. The term of this Agreement shall be one (1) year from the Effective Date (the “Term”). Thereafter the Agreement shall automatically renew in one-year increments unless either party elects to terminate the Agreement, for any reason, by giving written notice 60 days prior to the anniversary of the Effective Date.

6.2 Termination for Cause. Notwithstanding any other provision to the contrary, either party may terminate this Agreement for Cause within 60 days upon providing written notice to the other party, unless such breach shall have been cured within the applicable cure period, if any, specified in Section 3.2.

7. Confidential Information

7.1 “Confidential Information” means any data or information disclosed by either party (the “Disclosing Party”) to the other party (the “Receiving Party”) during the Term, which is of value to the Disclosing Party, that is not generally known to the public, including any ideas, concepts or techniques contained therein. “Confidential Information” shall include, but not be limited to the terms and conditions of this Agreement. Each party during the Term and for three (3) years after the termination or expiration of this Agreement (a) shall hold such other party’s Confidential Information received pursuant to this Agreement in confidence, and in doing so shall use no less than the standard of care that it uses to avoid publication, disclosure and dissemination of its most

sensitive and confidential information, and (b) shall not disclose such Confidential Information to any third party without prior written approval of the other party to this Agreement.

- 7.2** These restrictions on the use or disclosure of Confidential Information shall not apply to any Confidential Information:
- (a) after it has become generally available to the public without breach of this Agreement by the recipient;
 - (b) that was known to the Receiving Party at the time of disclosure;
 - (c) that the Disclosing Party agrees in writing is free of such restrictions; or is disclosed with the written approval of the Disclosing Party;
 - (d) that is independently developed by the Receiving Party without reference to the Confidential Information;
 - (e) that becomes known to the Receiving Party from a source other than the Disclosing Party without breach of this Agreement by the Receiving Party, provided that to the best of the Receiving Party's knowledge such source is not in breach of a confidentiality agreement with the Disclosing Party; or
 - (f) that is required to be disclosed pursuant to governmental or judicial process. In such a case, the Receiving Party will provide prompt written notice, to the extent legally permissible, to the Disclosing Party so that the Disclosing Party may seek a protective order or take other appropriate action, and the Receiving Party will furnish only that portion of Confidential Information that is required.
- 7.3** All Confidential Information shall remain the exclusive property of the Disclosing Party and it, and all copies, notes, or records thereof (including computer disks or records) shall be returned (or destroyed, upon the Disclosing Party's written request) promptly upon written request.
- 7.4** Upon its discovery of any unauthorized possession or use of any of the Confidential Information, the receiving party shall immediately notify the Disclosing Party, and shall cooperate with the disclosing party to regain possession or prevent further unauthorized use of the Confidential Information.
- 7.5** The parties agree that breach of this Section 7 will cause irreparable damage and that injunctive relief is appropriate to prevent such a breach.

8. REPRESENTATIONS AND WARRANTIES

- 8.1 Subscriber Warranties.** Subscriber represents and warrants that:
- (a) it has the right, power, and authority to enter into this Agreement; and
 - (b) it has not made any agreement with any other party that might conflict in any way with this Agreement and its terms and conditions.
- 8.2 Fastcase Representations and Warranties.** Fastcase represents and warrants that:

- (a) it has the right, power, and authority to enter into this Agreement; and
- (b) it has not made any agreement with any other party that might conflict in any way with this Agreement and its terms and conditions; and
- (c) the Fastcase Data does not infringe any statutory copyright, common law literary right, intellectual property, or any proprietary right of any third party; and
- (d) the Fastcase Data does not contain any viruses, Trojan horses, worms, trap doors, hidden sequences, hot keys, cancelbots, time bombs, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information.

9. LIABILITY / INDEMNIFICATION.

- 9.1 Subscriber Indemnification.** The Subscriber shall, at its own expense, defend, indemnify and hold Fastcase harmless against any claim or action brought against Fastcase based on, as a result of, or in connection with: (i) any act or omission in the course of performing Subscriber's obligations under this Agreement, and (ii) any breach by it of any representation, warranty, or obligation of Subscriber under this Agreement.
- 9.2 Fastcase Indemnification.** Fastcase shall, at its own expense, defend, indemnify, and hold the Subscriber harmless against any claim or action brought against Subscriber based on, as a result of, or in connection with: (i) any act or omission in the course of performing Fastcase's obligations under this Agreement, and (ii) any breach by it of any representation, warranty, or obligation of Fastcase under this Agreement.
- 9.3 Notice and Control.** Each party's indemnification obligations hereunder shall be subject to (a) receiving prompt written notice of the existence of any claim or action subject to indemnification; (b) being able to, at its option, control the defense of such claim or action; (c) permitting the indemnified party to participate in the defense of any such claim or action; and (d) receiving full cooperation of the indemnified party in the defense thereof.

10. NO WARRANTY.

EXCEPT AS STATED ABOVE, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCURRED IN CONNECTION WITH SERVICES PERFORMED UNDER THIS AGREEMENT.

- 11. Responsible Parties and Notice.** Any notice, request, or demand required or permitted to be given hereunder by either party will be deemed duly given when mailed by certified mail, postage prepaid, addressed to the respective parties at the following addresses or

at such other addresses as either of them may heretofore have designated to the other for such purpose.

For Franklin County, MO:

For Fastcase:

Phil Rosenthal, Esq., Ph.D.
President
Fastcase, Inc.
711 D Street, N.W.
Suite 200
Washington, DC 20004
(202) 999-4777
phil@fastcase.com

12. Miscellaneous.

- 12.1 Survival.** Sections 7, 9, 10, and 11 shall survive the termination of this Agreement and extend to any successors, licensees, distributors, and assigns of the Parties.
- 12.2 Entire Agreement; Modification; Waivers.** This Agreement constitutes the entire agreement and understanding between the Subscriber and Fastcase regarding the subject matter. No modification or waiver of this Agreement shall be binding unless in writing and signed by both parties.
- 12.3 Severability.** If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of this Agreement, including that provision, in any other competent jurisdiction.
- 12.4 Successors and Assigns.** This Agreement shall be binding upon the respective successors and permitted assigns of the parties hereto. This Agreement shall not be assignable or otherwise transferable by a party without the prior written consent of the other party, such consent not to be unreasonably withheld, and any attempt to so assign or transfer this Agreement without such consent shall be void and of no effect.
- 12.5 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of law rules.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date indicated above.

FRANKLIN COUNTY, MO

By: _____

FASTCASE.COM, INC.

By: _____

Philip J. Rosenthal, Esq.
President
711 D Street, N.W.
Suite 200
Washington, DC 20004



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, July 30, 2019
Policy

**IN THE MATTER OF
AUTHORIZING EXECUTION
OF A LETTER OF INTENT WITH
ST. LOUIS COUNTY AND MUNICIPAL
POLICE ACADEMY**

WHEREAS, the St Louis County and Municipal Police Academy sponsor continuing education programs for law enforcement and dispatching personnel; and

WHEREAS, Franklin County has the opportunity to benefit from this program by having dispatching personnel who are better trained in responding to emergency calls; and

WHEREAS, that the cost of the program is \$50.00 per dispatcher which, for the 24 dispatchers for Franklin County, would result in a cost of \$1,200.00 as per the Letter of Intent attached hereto.

IT IS THEREFORE ORDERED by the Franklin County Commission that the Emergency Management Director is hereby authorized to execute the Letter of Intent on behalf of Franklin County.

IT IS FURTHER ORDERED that a copy of this Order shall be provided to Abe Cook, EMA Director; LT. Steve Hampton, St Louis County and Municipal Police Academy; and Ann Struttmann, Purchasing Agent.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



St. Louis County and Municipal Police Academy

1266 Sutter Avenue
St. Louis, MO 63133-1934
(314) 889-8600
FAX (314) 863-2317
www.stlcmpa.org

CALEA Accredited



Director

Lieutenant Steve Hampton
shampton@stlouisco.com

Board of Managers

Chairman

Colonel Laurie Westfall
St. Louis County P.D.

Vice-Chairman

Chief Ray Johnson
Chesterfield P.D.

Secretary

Colonel Jeffrey Bader
St. Louis County P.D.

Members

Chief Jeffrey Keller
Shrewsbury P.D.

Chief Jon Belmar
St. Louis County P.D.

Chief Timothy Lowery
Florissant P.D.

Chief Richard Knox
Olivette P.D.

LETTER OF INTENT

Lieutenant Steve Hampton
St. Louis County and Municipal Police Academy
1266 Sutter Avenue
St. Louis County, Missouri 63133-1934

Dear Lieutenant Hampton:

The Franklin County 911 Police Department/Sheriff herein declares that it will become a member of the St. Louis County and Municipal Police Academy Continuing Education Programs for the fiscal year January 1, 2019 through December 31, 2019. This will include access to training provided by the CMPA for the Continuing Education Programs, specialized classes advertised as no cost to CMPA members and computer training. This will also include the use of the fitness center, track and computer lab during academy hours. All individual officer's training records will be kept on file at the CMPA.

I understand that a requirement for membership will be payment of a department tuition cost, which will be determined by multiplying the total number of full time commissioned officers or certified reserve officers on our department by the \$200.00 shared Continuing Education Programs training costs. Continuing Education Programs for dispatcher training will be multiplied by number of dispatchers and \$50.00.

Under this tuition-paying program, only full time officers commissioned or certified reserve officers may attend the seminars. Should our Department wish to send part-time officers or non-certified reserve officers, they will be charged the full cost of the individual seminar programs.

Our current Department authorized full time commissioned strength is 0. Our current number of certified part-time police officers that will be participating in the tuition plan is 0. Our current number of dispatchers is 24.

Our Department (does) (does not) wish to defer payment until the beginning of our 2019 fiscal year. Our fiscal year begins on January.

I certify that the above personnel are certified by P.O.S.T. as peace officers or certified reserve peace officers. I am aware that all officers and/or dispatchers that attend the CMPA shall be subject to follow all academy rules and regulations or they can be dismissed from any class.

I understand and agree that there may be no modification of this agreement except in writing, signed by both the Director (CMPA) and myself. I further understand and agree if this agreement is terminated prior to the end of the contract year, I will be required to pay full individual program costs for any classes attended by my officers.

Sincerely,

Chief of Police/Sheriff/Supervisor
Franklin County 911
Department

Date

The Letter of Intent should be returned to the St. Louis County and Municipal Police Academy, 1266 Sutter, St. Louis, MO 63133-1934 by January 31, 2019.



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, July 30, 2019
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 July 30, 2019 addressing the below listed items is hereby approved, to wit:

Liquor Licenses: Sauer26 Food, Inc. dba Save-A-Lot
Salama Two Inc. dba Sam's Market
TR Entertainment 7-28-19

Auctioneer Licenses:

Other:

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

APPLICATION FOR COUNTY LIQUOR LICENSE

7/11/19
(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer PAUL J. SCHNETTGÖCKE

Company SAUER 26 FOOD, INC.

D/B/A (Business Name) 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: ORIGINAL PACKAGE - ALL KINDS (7-DAY)

<u>2700 W. OSAGE</u>	<u>PACIFIC</u>	<u>MO</u>	<u>63069</u>
Business Address	City	State	Zip Code

<u>Same</u>			
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 \$ 328.00 as payment of the fee required by this license.

Paul Schnettgöcke
Paul Schnettgöcke
Signature of State Applicant / Managing Officer

636 257 8333 / PACIFIC SAC @ ATT. NET
Phone Number / Email Address

Subscribed and sworn before me this 11th day of July, 2019

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 Blum
(County Clerk or Public Notary Signature)

R F A B S In Office Use #116

4/25

NEW

APPLICATION FOR COUNTY LIQUOR LICENSE

7/16/2019

(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer Sam Salama

Company Salama Two Lnc.

D/B/A (Business Name) SAM'S MARKET

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: Package lic.

1280 Highway 100 Pacific Mo 63069
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 \$ 303.00 as payment of the fee required by this license.

Sam a Salama
Signature of State Applicant / Managing Officer

(314) 799-5033, salamas30@yahoo.com
Phone Number / Email Address

Subscribed and sworn before me this 16th day of July, 2019

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 or Public Notary Signature)

R F A B S In Office Use #16

APPLICATION FOR COUNTY LIQUOR LICENSE

7/19/19
(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer Tiffany Rion

Company TR Entertainment

D/B/A (Business Name) The Twisted fish / Flair on the Fly

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 Sunset Bluffs 7/28/19

For a Catering or Picnic License – Address of Event 1775 Bierker Rd

All other Licenses – List what type of License applying for: SBWC RBDC - Caterer's License / One Day Event

560 E 5th St Washington MO 63090
Business Address City State Zip Code

P.O. Box 1267 Marthasville MO 63357
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 \$ 1300⁰⁰xy as payment of the fee required by this license.

Tiffany Rion
Signature of State Applicant / Managing Officer

314-568-0191
Phone Number / Email Address

Subscribed and sworn before me this 19th day of July, 2019

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 or Public Notary Signature)

R F A B S In Office Use # 26