COUNCIL AGENDA
September 18, 2017
6:00 P.M., Council Chambers

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America

2. **Roll Call**

3. **Presentations**

   1. A Proclamation To Proclaim September 2017 As National Literacy Month.

   2. Taylor Cunningham, Assistant To The City Manager Will Make A Presentation On The Downtown Main Street Restriping Project

      Documents:

      MAIN STREET COUNCIL PRES.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

   1. Request To Address Council
      Request from Nancy Morton, 122 S. Sergeant, to address council requesting a council liaison for the Historic Preservation Commission and requesting for the council's support of the DJA's PEP Grant (People Energizing People)

   2. Request To Address Council

      Request to address council from Audie Dennis regarding the transfer of the Memorial Hall parking lot to Connect2Culture regarding the Joplin Memorial Marathon.

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The September 5, 2017 Special Council Meeting

      Documents:

      9-5 SPECIAL MTG MINS-09072017110723.PDF

   2. Minutes Of The September 5, 2017 Council Meeting

      Documents:

      SEPT 5 MINS-09072017110658.PDF

   3. Minutes Of The September 7, 2017 Special Council Meeting

      Documents:

SEPT 7 CC MINS.PDF

4. COUNCIL BILL NO. 2017-272

   AN ORDINANCE requesting to review the Final Plat of CEDAR POINT Plat 2, located approximately 200 feet north of the intersection of West 28th Street and Lois Lane.

5. COUNCIL BILL NO. 2017-607

   AN ORDINANCE approving an Agreement allowing Choice Marketing to serve as the Print & Digital Media Buyer for the Joplin Convention & Visitors Bureau; authorizing the City Manager to execute said Agreement or Agreement in substantially similar form, for the City.

9. Resolutions

1. RESOLUTION NO. 2017-010
   A RESOLUTION providing support to the Joplin Downtown Alliance and their effort to follow the Main Street Four-Point Approach and philosophy established by the National Main Street Center for downtown revitalization.

   Documents:

   RS 2017-010 SUMMARY.PDF
   RS 2017-010.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2017-152
   AN ORDINANCE approving the Missouri Highway and Transportation Commission Public Transit Operating Assistant Grant Agreement with Missouri Highway and Transportation Commission, in a not to exceed amount of Eleven Thousand Five-Hundred Twenty-Four and no/100 Dollars ($11,524.00) to be used for operating assistance for the Metro Area Public Transit (MAPS) and Sunshine Lamp Trolley Systems authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

   Documents:

   SUMMARY CB 2017-152 MAPS GRANT.PDF
   2017-08-38484.PDF
   CB 2017-152.PDF

2. COUNCIL BILL NO. 2017-454
   AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2017 and running through September 30, 2018, for the amount of up to Five Hundred Eighty-Eight Thousand, Six Dollars and no Cents ($588,006.00), to enable the Health Department to provide nutritional assistance and education to residents of Jasper County, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

   Documents:

CB2017-454-SUMMARY SHEET.PDF
CB2017-454-COUNCIL BILL.PDF
CB2017-454 SUPPLEMENTAL ITEM CONTRACT.PDF

3. COUNCIL BILL NO. 2017-455
AN ORDINANCE amending Chapter 62, Health and Sanitation. In general, enacting a new Article IX of the Joplin City Code, Prescription Drug Monitoring Program; and containing an emergency clause.

Documents:

CB2017-455-SUMMARY SHEET.PDF
CB2017-455 COUNCIL BILL.PDF

4. COUNCIL BILL NO. 2017-456
AN ORDINANCE authorizing the City of Joplin to enter into an agreement with St. Louis County for the purpose of administering its prescription drug monitoring program for the not to exceed price of two thousand six hundred eighty seven and 87/100 Dollars ($2,687.87); authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2017-456-SUMMARY SHEET.PDF
CB2017-456 COUNCIL BILL.PDF
CB 2017-456 SUPPLEMENTAL ITEM USER AGREEMENT.PDF

5. COUNCIL BILL NO. 2017-516
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016, to adjust appropriations and containing an emergency clause.

Documents:

CB 2017-516 SUMMARY FY 2017 BUDGET ADJUSTMENT.PDF
CB 2017-516 FY 17 BUDGET AMENDMENT ORDINANCE.PDF
CB 2017-516 SCHEDULE A BUDGET AMENDMENT SEPTEMBER 11 2017.PDF

6. COUNCIL BILL NO 2017-611

AN ORDINANCE approving a Contract for grant money by and between the City of Joplin, Missouri and the Missouri Department of Transportation dealing with the Full Time DWI Unit and DWI Enforcement in the amount of One Hundred Two Thousand, Eight Hundred, Forty-Eight Dollars ($102,848); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents:

AGENDA ITEM 2017-611_COJ AND MODOT.PDF
CB2017-611_MO DOT DWI GRANT.PDF
CB 2017-611 CONTRACT.PDF

7. COUNCIL BILL NO 2017-612

AN ORDINANCE approving a Contract for grant money by and between the City of Joplin, Missouri and the Missouri Department of Transportation dealing generally with the Impaired Driving Enf/DWI Saturation/YA project in the amount of Thirteen Thousand Dollars ($13,000); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents:

AGENDA ITEM 2017-612_COJ AND MODOT IMPAIRED DRIVING ENFORCEMENT.PDF
CB2017-612_MODOT IMPAIRED DRIVING ENFORCEMENT PROJECTS.PDF
CB 2017-612 CONTRACT.PDF

8. COUNCIL BILL NO 2017-613

AN ORDINANCE approving a Contract for grant money by and between the City of Joplin, Missouri and the Missouri Department of Transportation to cover overtime costs and fringe benefit costs for an HMV Enforcement project in the amount of Twelve Thousand Five Hundred Dollars ($12,500); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents:

AGENDA ITEM 2017-613_COJ AND MODOT HMV ENFORCEMENT PROJECT.PDF
CB2017-613_MO DOT HMV PROJECTS.PDF
CB 2017-613 CONTRACT.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2017-007
AN ORDINANCE approving a Memorandum of Understanding (MOU) And Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Connect2Culture, a Missouri Not-For-Profit Corporation, dealing generally with the transfer of the Memorial Hall Parking Lot by the City of Joplin to Connect2Culture for the purpose of constructing a Joplin Arts & Entertainment Center; authorizing the City Manager to execute said Memorandum of Understanding (MOU) And Agreement, and such other documents as may be necessary to complete the conveyance, by and on behalf of the City of Joplin, Missouri.

Documents:

SUMMARYCB2017-007_CONNECT2CULTURE-COJ_MOU AND AGREEMENT RE MEMORIAL HALL PARKING LOT.PDF
CB2017-007 MOU_CONNECT2CULTURE_COJ RE MEMRL HALL.PDF
MEMORIAL HALL PARKING LOT - MOU CONNECT 2 CULTURE 9 12 17.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. News From The PIO

2. CLOSED SESSION

   Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(3) RSMo, as amended, 2016, more specifically for the purpose of discussion of applicants for the Municipal Judge position. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

Anyone wishing to address the Council should step to the podium and state his/her name and address. If the matter is not a Public Hearing, a request to speak to the Council should be prepared prior to the meeting. Speaking time will be limited to five (5) minutes.

Sound enhancement units are available for hearing impaired customers who provide a form of identification as security, which will be returned to the customer upon the return of the unit.

Those in need of disability-related auxiliary aids or services should contact the City Clerk's office at (417) 624-0820, ext. 220 no later than 48 hours prior to the meeting.

Notice posted at ____ p.m. on this the __ day of ____, ____. (RSMo 610.020)

Main Street Restriping Project

CONTEXT

In Joplin, our city has historically been built to accommodate motor vehicles. In the past decade, we've made great strides in making other modes of transportation more accessible for users: our trolley system continues to grow in popularity and expand, our new street construction projects feature ADA accessible sidewalks, and many new projects have small bike lanes. However, most our streets are still centered around cars and simply move people rather than generate wealth.

EXISTING CONDITIONS

Main Street traffic conditions from 1st Street to 7th Street:

- 4 traffic lanes with parallel parking on both sides of the street
- 20 mph speed limit
- 7,000 average daily traffic count
- 29 mph average speed
- 10% truck traffic
- 60' roadway width (excludes sidewalks)

Current layout (see Figure 1):

- Four 12' travel lanes
- Two parallel parking lanes

PROPOSAL

Because of the mill and overlay project recently done on Main Street from 15th Street to F Street, now is an opportune time to try a temporary re-striping project while we have a blank slate. This pilot project can be used to try different street configurations without making permanent changes to the streetscape, allowing for citizen use and feedback prior to permanent adoption. City staff will be able to apply a diluted paint that can be easily removed at a low cost. City staff propose the following street re-designs as part of this temporary pilot project:

From 7th Street to 4th Street (see Figure 2):

- Two 10' travel lanes
- Two 9' parallel parking lanes
- Two 4' bike lanes
- Two 6' sidewalk extension/parklet lanes

From 4th Street to 1st Street (see Figure 3):

- Two 10' travel lanes
- One 10' center turn lane
- Two 4' bike lanes
- Reverse angle parking (20')

ADDITIONAL RESOURCES

https://www.strongtowns.org/journal/2013/3/4/the-stroad.html

https://www.youtube.com/watch?v=n3ucpaCigig

https://safety.fhwa.dot.gov/road_diets/guidance/info_guide/

https://www.citylab.com/design/2014/09/so-what-exactly-is-a-road-diet/379975/

PROPOSED DESIGNS

Figure 1: Current Main Street Design

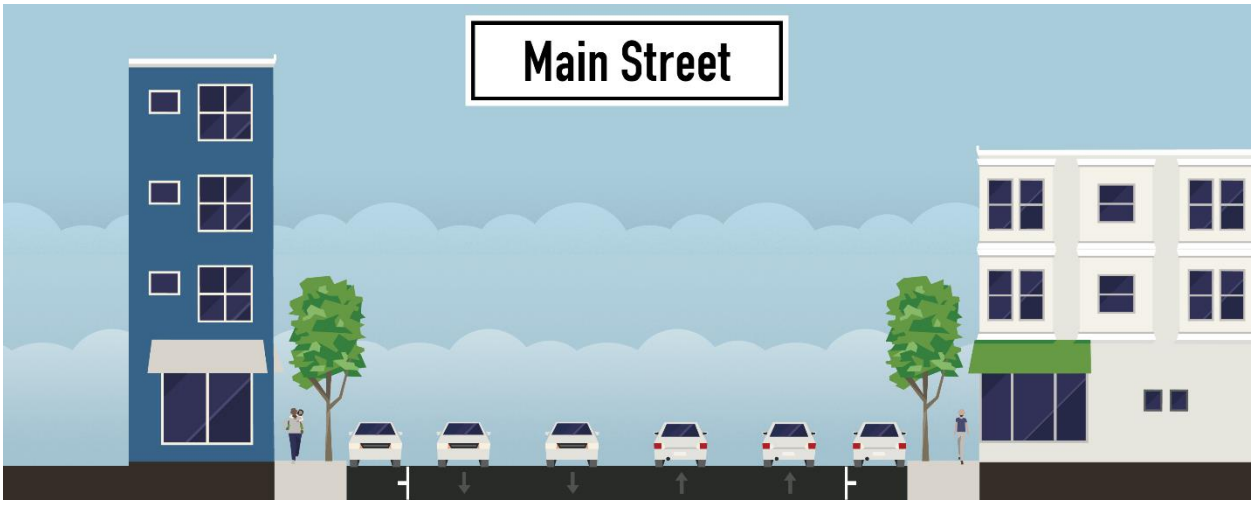


Figure 2: Proposed Main Street Design from 7th Street to 4th Street

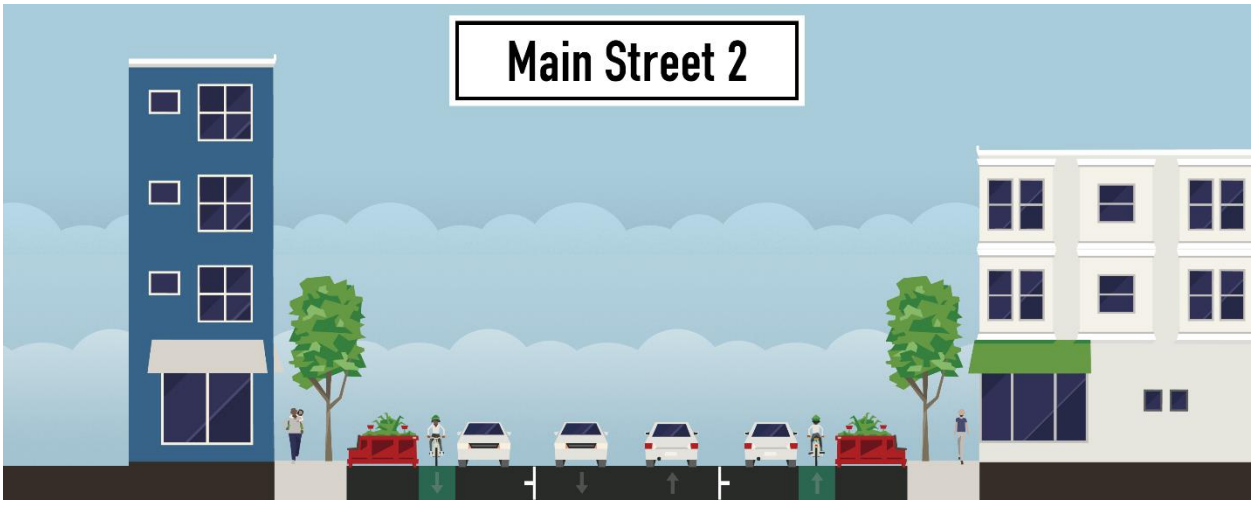
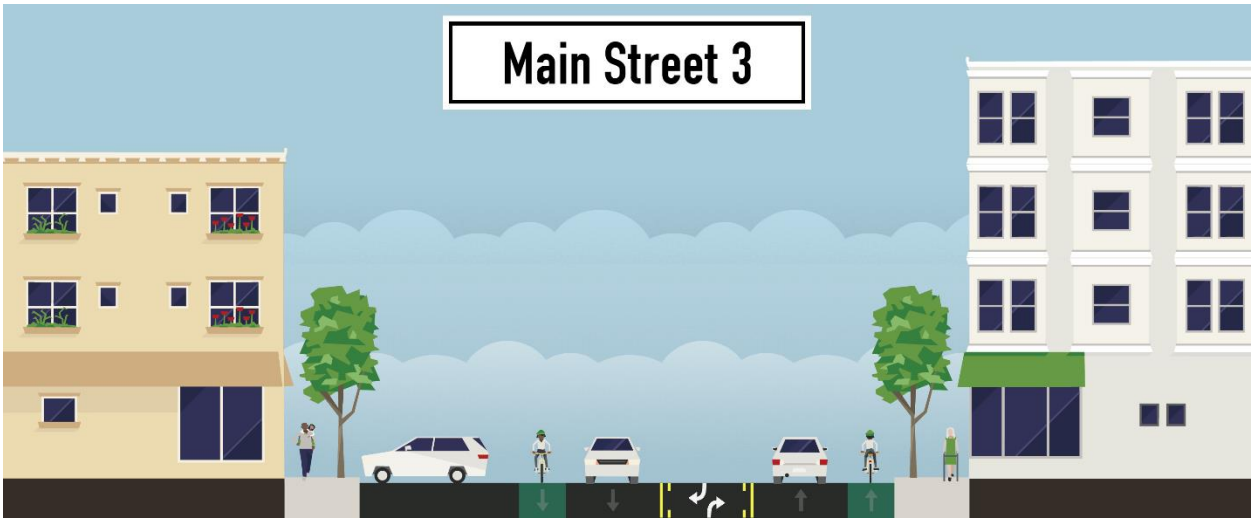


Figure 3: Proposed Main Street Design from 4th Street to 1st Street



Aerial Street Designs

Figure 4: Proposed Design from 3rd Street to 4th Street



Figure 5: Proposed Design from 5th Street to 6th Street



CITY OF JOPLIN
CITY COUNCIL SPECIAL MEETING
MINUTES September 5, 2017

Mayor Seibert called the Special Meeting to order.

City Clerk Barbara Hogelin read the invocation.

Ms. Colbert-Kean led the Pledge of Allegiance to the United States of America.

City Clerk Barbara Hogelin read the Special Call.

Notice is hereby given that the City Council of the City of Joplin, Missouri will hold a special meeting beginning at 5:00 pm on Tuesday, September 5, 2017, in the 5th Floor Council Chambers, 602 S. Main Street, for the purpose of items listed below.

ROLL CALL: PRESENT: Taylor Brown, Melodee Colbert-Kean, Dan McCreary, Michael Seibert, Ryan Stanley, Gary Shaw, Phil Stinnett and Jim West. Absent: 1, Miranda Lewis. Also in attendance were City Attorney Peter Edwards and City Manager Sam Anselm.

Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(3) RSMo, as amended, 2016, more specifically for the purpose of interviewing applicants for the Municipal Judge position. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Stanley, second by Mr. Shaw, to go in to closed session. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Shaw, Seibert, Stanley, Stinnett, and West, 8. Nays: 0. Absent: 1, Lewis.

Meeting adjourned at 5:02 p.m.

Respectfully,

Barbara L Hogelin

Barbara Hogelin, MMC/MPCC
City Clerk

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES

September 5, 2017

CALL TO ORDER
The regular meeting for the Joplin City Council was called to order at 6:00 p.m.by Mayor Michael Seibert.

INVOCATION - read by City Clerk Barbara Hogelin

PLEDGE OF ALLEGIANCE to the United States of America was led by Ms. Colbert-Kean

ROLL CALL – Answering Roll Call were Taylor Brown, Melodee Colbert-Kean, Miranda Lewis, Dan McCreary, Gary Shaw; Michael Seibert, Ryan Stanley, Phil Stinnett, and Jim West. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards.

PRESENTATIONS
Clifford Wert with Connect2Culture made a presentation on four points of concern, project sustainability, veterans, Memorial Hall and parking. After discussion, the council voted 7-2 with council members Stinnett and West voting no to bring back an agreement in the form of a Memorandum of Understanding at later Council meeting.

FINALIZATION OF CONSENT AGENDA –There being no further business to come before the Council, the Consent Agenda was finalized.

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

CONSENT AGENDA – Motion by Mr. Shaw, second by Ms. Colbert-Kean, to approve the Consent Agenda. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0.

Minutes of the August 21, 2017 Council Meeting

Minutes of the August 28, Special Council Meeting

Amended Council Bill No. 2017-270 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District M-2 property as described below and located (210 acres) north of Highway FF and east of Prigmor Road in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2017-125**

RESOLUTIONS

ORDINANCES – EMERGENCIES
Mr. Stanley introduced COUNCIL BILL NO. 2017-150- AN ORDINANCE authorizing the City of

Joplin to enter into an agreement with A-Y-1, LLC for the purpose of construction of storm water and street improvements on 22nd Street from Florida Ave to Highview Ave for the not to exceed price of Four Hundred Fifty-Seven Thousand Five Hundred Sixty-five and 35/100 Dollars ($457,565.35); authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stanley, second by Ms. Colbert-Kean that Council Bill No. 2017-150 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2017-126**.

Mr. Stinnett introduced COUNCIL BILL NO. 2017-151- AN ORDINANCE approving an amendment to the Work Authorization with Olsson & Associates Inc. (JET), in an amount not to exceed Twenty-Three Thousand Six Hundred Fifty-Nine and no/100 Dollars ($23,659.00) for professional engineering consulting services for the Mohaska Trail project, and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Shaw that Council Bill No. 2017-151 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2017-127**.

Mr. West introduced COUNCIL BILL NO. 2017 -374 - AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 2126 Empire Ave. in the City of Joplin, Missouri, for Two Thousand and 00/100 Dollars (2,000.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. West, second by Mr. Stanley to approve Council Bill No. 2017-374 on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2017-128**

Mr. West introduced COUNCIL BILL NO. 2017-375 - AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 1110 S. Moffet in the City of Joplin, Missouri, for Two Thousand and 00/100 Dollars (2,000.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. West, second by Mr. Brown to approve Council Bill No. 2017-375 on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2017-129.**

Mr. Stanley introduced COUNCIL BILL NO. 2017-515-AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016, to adjust appropriations and containing an emergency clause. Motion by Mr. Stanley, second by Mrs. Lewis to approve Council Bill No. 2017-515 on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2017-130**.

ORDINANCES – FIRST READING

Mr. Stanley introduced Council Bill No. 2017-272 - AN ORDINANCE requesting to review the Final Plat of CEDAR POINT Plat 2, located approximately 200 feet north of the intersection of West 28th

Street and Lois Lane-Schuber Mitchell Homes. Motion by Stanley, second by Mr. Shaw that Council Bill No. 2017-272 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The bill was read as **Council Bill No. 2017-272**

Mr. West introduced Council Bill No. 2017-607 - AN ORDINANCE approving an Agreement allowing Choice Marketing to serve as the Print & Digital Media Buyer for the Joplin Convention & Visitors Bureau; authorizing the City Manager to execute said Agreement or Agreement in substantially similar form, for the City. Motion by West, second by Mr. Stanley that Council Bill No. 2017-607 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The bill was read as **Council Bill No. 2017-607**

ORDINANCES – SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS:
Mr. Lawson said the city auction would be October 7, 2017 and asked the council to declare the items on the listing to be declared surplus. Motion by Mr. Stanley second by Mr. West to declare the auction items surplus property. Motion carried 9-0.

News from the PIO
American Legion Post 13 in Joplin is hosting a Veterans Benefits Expo on Friday, September 8. It will be held from 10 AM to 6 PM at Memorial Hall. This Benefits Expo is open to all veterans in the 4-state region and is intended to connect ALL veterans with the services, housing, jobs and discounts available to them. All are welcome.

On Saturday, September 9, everyone is invited to Prairie Day at George Washington Carver National Monument. This family-fun event starts at 10 a.m. and celebrates life on the Missouri prairie during the late 1800s when George Washington Carver was a child. Activities include basket weaving, candle-making, Dutch-oven cooking, spinning, weaving, storytelling, musical groups, quilting, a junior ranger station, and more!

ALPHA AIRFEST 2017 : Another fun activity taking place this weekend is the Second Annual Alpha Airfest set for Saturday and Sunday, September 9 & 10 at the Joplin Regional Airport. As hosts of the event, Alpha Air Center is proud to present this exciting show with such acts as Kyle Franklin's Flying Circus, Brian Correll's Air Show, and many more! The event opens at 10 a.m. each day and offers ground attractions, historical aircraft, and something for the entire family!

Budget Work Session – Leslie Haase, Finance Director, presented an overview of the 2017-18 city's budget in graph form to the city council. She said tomorrow, Wednesday evening department's will be highlighted in graph form as well.

The meeting adjourned at 9:45 p.m.
Respectfully,

Barbara L. Hogelin

Barbara L. Hogelin, City Clerk MMC/MPCC

CITY OF JOPLIN
CITY COUNCIL SPECIAL MEETING
MINUTES September 7, 2017

Mayor Seibert called the Special Meeting to order.

City Clerk Barbara Hogelin read the invocation.

Mr. McCreary led the Pledge of Allegiance to the United States of America.

City Clerk Barbara Hogelin read the Special Call.

Notice is hereby given that the City Council of the City of Joplin, Missouri will hold a special meeting beginning at 5:00 pm on Thursday, September 7, 2017, in the 5th Floor Council Chambers, 602 S. Main Street, for the purpose of items listed below.

ROLL CALL: PRESENT: Miranda Lewis, Dan McCreary, Michael Seibert, Ryan Stanley, Gary Shaw, Phil Stinnett and Jim West. Also in attendance were Assistant City Attorney Jordan Paul and City Manager Sam Anselm. Absent: 2, Taylor Brown and Melodee Colbert-Kean.

Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(3) RSMo, as amended, 2016, more specifically for the purpose of interviewing applicants for the Municipal Judge position. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. West, second by Mr. Shaw, to go in to closed session. Voting in favor were Council Members: Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett, and West, 7. Nays: 0. Absent: 2, Brown, Colbert-Kean.

Meeting adjourned at 5:04 p.m.

Respectfully,

Barbara L Hogelin

Barbara Hogelin, MMC/MPCC
City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 18, 2017

Item: RESOLUTION NO. 2017-010
Originating Department: PLANNING, DEVELOPMENT & NEIGHBORHOOD SERVICES

Attachments: 1) Resolution No. 2017-010

Planning, Development & Neighborhood Services Director: Troy Bolander
Finance: Leslie Hasse
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Staff recommends approval.

INTRODUCTION:
The attached resolution provides city support to the Downtown Joplin Alliance's (DJA) mission of downtown revitalization and also provides financial support of $9,600 to be used by DJA as a 25% match for the People Energizing Places grant offered through Missouri Main Street Connection.

STAFF SUMMARY:
Missouri Main Street Connection is a state organization that is part of the nationwide Main Street Program that works to ensure that downtown districts are essential elements to their sense of community, their cultural heritage and to the total economy of their individual cities and states. Downtown revitalization is encouraged through economic development within the context of historic preservation.

People Energizing Places (PEP) grant was created out of the need expressed by Missouri Main Street communities to access advanced training and assistance to support the local Main Street effort. PEP was developed to provide more advanced training and development for local Main Street programs. The People Energizing Places Grant is a two-year grant for services as a 75/25 matching grant. The community is responsible for 25% of the costs totaling $9,600. The remaining costs are covered by the grant totaling $28,800. The grant will be used to help improve DJA's mission, organization, and events. Professionals will review DJA's corporate and nonprofit documents, committee structure, and events/projects. Hands-on direction and a plan of action will be developed specifically for DJA.

The match for the grant will come from budgeted funds in the Historic Preservation consulting fee line item that council already approved for FY 2017.

RECOMMENDATION:
Staff recommends approval of the resolution.

RESOLUTION NO. 2017-010

A RESOLUTION providing support to the Joplin Downtown Alliance and their effort to follow the Main Street Four-Point Approach and philosophy established by the National Main Street Center for downtown revitalization.

WHEREAS, the City of Joplin recognizes the importance of downtown as it relates to the economic health and quality of life of the community; and

WHEREAS, the continued improvement, revitalization and development of Joplin's downtown is a City goal; and

WHEREAS, a local Downtown Revitalization organization was formed to stimulate economic development and preservation of Joplin's downtown, thereby lessening the burden of municipal government; and

WHEREAS, the Main Street Approach to Revitalization has generated community-wide interest and support; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. The City of Joplin, does hereby endorse the Joplin Downtown Alliance program's participation and efforts that follow the Main Street Four-Point Approach and philosophy established by the National Main Street Center to revitalize the downtown district. By endorsing participation in the grant, the city also understands that downtown revitalization is a partnership between Missouri Main Street Connection, the city, and the private sector. Along with this endorsement, the city will provide $9,600 to the Joplin Downtown Alliance to be used as match for the People Energizing Places Grant offered through Missouri Main Street Connection.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ____ day of _____, 2017, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 18, 2017
Council Bills No. 2017-152
Item: Operating Assistance Grant Agreement

Originating Department: PUBLIC WORKS –MAPS

Attachments: 1) Council Bill No. 2017-152
2) Grant Agreement

Department Head: David Hertzberg
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval for the City of Joplin to execute a Public Transit Operating Assistance Grant Agreement in the amount of $11,524.00.

Background:
The City of Joplin has operated the Metro Area Public Transit System (MAPS) since 1998 and the Sunshine Lamp Trolley since 2007. MAPS provides curb-to-curb public transit to residents of the Metropolitan Planning Area (MPO) and the Sunshine Lamp Trolley provides deviated fixed route service within the City of Joplin.

Discussion:
MAPS and the Sunshine Lamp Trolley are funded by a combination of rider fares, donations, and the financial participation of other communities within the MPO area. Additionally, the Federal Transit Administration (FTA) reimburses the City for capital and operational expenses at 80% and 50% respectively. These FTA funds require a local match to qualify. The funds being offered by the State of Missouri are unique in that they do not require local matching funds. Missouri Department of Transportation (MoDOT) is offering $11,524.00 in grant funds for the State's FY2018 budget.

Recommendation: City staff recommends that Council approve the agreement between the City of Joplin and MoDOT in the amount of $11,524.00 on an emergency basis in accordance with Section 2.12(6) of the Home Rule Charter.

CCO Form: MO79
Approved: 06/96 (RMH)
Revised: 03/17 (MWH)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
PUBLIC TRANSIT OPERATING
ASSISTANCE GRANT AGREEMENT

THIS AGREEMENT is entered into between the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Joplin (hereinafter, "Grantee").

WITNESSETH:

WHEREAS, the purpose of this Agreement is to provide financial assistance to the Grantee as appropriated from the State Fund and to set forth the conditions upon which the assistance will be provided;

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

(1) SCOPE OF WORK: The Grantee shall provide general public transportation in accordance with the "Missouri State Transit Assistance Application" which is attached and made a part of this Agreement as Attachment A.

(2) AMOUNT OF GRANT: The Commission awards the Grantee the sum of eleven thousand five hundred twenty four dollars ($11,524) during the period from July 1, 2017 to June 30, 2018.

(3) PERFORMANCE OF AGREEMENT: The Grantee shall immediately notify the Commission in writing of any condition or event which may significantly affect its ability to perform the required activities in accordance with the provisions of this Agreement.

(4) RETENTION AND AUDIT OF RECORDS:

(A) The Grantee shall maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its representatives during the period of this Agreement and any extension thereof, and for three (3) years after the date of final payment made under this Agreement.

(B) The Grantee shall submit to the Commission such data, reports, documents, and other information relating to the Grantee's activities as the Commission may require at any time.

COPY

(C) At any time during or after the grant period provided in this Agreement, the Commission may inspect, copy and audit all records possessed by or available to the Grantee, which may be pertinent to this Agreement. If the Commission notifies the Grantee of its specific intention to inspect, copy or audit any of these records, then the Grantee shall retain all of the records pertinent to this Agreement until the Commission notifies the Grantee that it has completed its inspection, copying or audit.

(5) THIRD PARTY CONTRACTS:

(A) Prior to execution by either party, the Grantee shall submit to the Commission for review, comment and approval all contracts for services included in the Public Transportation Budget and Service Statement to be provided to the Grantee by a third party.

(B) The Commission shall not be liable to contractors or subcontractors of the Grantee or any other person not a party to this Agreement in connection with the performance of the project.

(6) PAYMENTS:

(A) Limitations on Commission Contribution: Funds made available to the Commission and the Grantee are subject to appropriations made by the General Assembly. In the event state funds available to the Commission are reduced so that the Commission is incapable of completely satisfying its obligations to all the Grantees for the current state fiscal year, the Commission may recompute and reduce this grant. When added to federal operating assistance funds available and applied to the same operating period, the maximum Commission payment on any monthly or quarterly request shall not cause the total of state and federal operating assistance to exceed the amount of operating assistance for which the Grantee would have qualified in federal funds had additional federal funds been available.

(B) Progress Payments: Progress payments, based upon actual allowable costs, for not less than one (1) month and for no more than three (3) months may be made upon receipt of an itemized invoice from the Grantee in an appropriate format approved by the Commission. The itemized invoice shall be reviewed by the Commission prior to payment and must include a certification that costs have been incurred in the performance of the Agreement and a record of the actual costs. Any costs deemed ineligible for reimbursement by the Commission in accordance with the terms of this Agreement shall be deducted from the itemized invoice before payment is made. Any rejected or unaccepted costs shall be borne by the Grantee.

Copy

(C) Availability of Funds: The Commission's duty to pay the Grantee as provided in this Agreement is subject to the availability of funds appropriated by the Missouri General Assembly to and from the State Transportation Fund and any subsequent directives mandated by the Governor regarding the withholding of appropriations.

(7) ASSIGNMENT: The Grantee shall not assign, transfer or delegate any interest in this Agreement, or its performance of any work required by this Agreement, without the prior written consent of the Commission.

(8) INDEMNIFICATION:

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

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

(1) To obtain a no cost permit from the 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 the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

(9) RIGHT OF COMMISSION TO TERMINATE AGREEMENT: Upon written notice to the Grantee, the Commission may suspend or terminate all or part of the financial assistance provided for in this Agreement when the Grantee is, or has been, in violation of any of the terms of this Agreement.

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(10) COMMISSION'S REPRESENTATIVE: The Commission's chief 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.

(11) NONDISCRIMINATION CLAUSE: The Grantee shall comply with all state and federal statutes applicable to the Grantee relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq*.); and with every applicable provision of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq*.).

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

(13) 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 respecting its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(14) NONSOLICITATION: The Grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Grantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

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

(16) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(17) LACK OF WAIVER: In no event shall payment of grant funds to the Grantee by the Commission constitute or be construed as a waiver by the Commission of any breach of covenants, or any default which may exist on the part of the Grantee, and the making of any such payment by the Commission while any

Copy

such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission with respect to such breach or default.

(18) 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 Grantee:
City of Joplin
123 S. Main
Joplin, MO 64801
Facsimile No.:417-625-4747

(B) To the Commission:
Missouri Department of Transportation
105 W. Capitol Ave.
Jefferson City, MO 65102
Facsimile No.:573-751-6555

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.

[Remainder of page intentionally left blank.]

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

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

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

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____
Director, Multimodal Operations
Michelle Teel

Attest:

_____
Secretary to the Commission

Approved as to Form:

_____
Counsel for the Commission

GRANTEE
City of Joplin

By _____

Title _____

Attest:

By _____

Title _____

Approved as to Form:

_____
Counsel

_____
Ordinance Number (if applicable)

Copy

MAY 12 2017
MODOT
MULTIMODAL

Application

Missouri State Transit Assistance Program

Applicant Agency Name:	CITY OF JOPLIN
Street and Mailing Address:	123 S. MAIN ST.
City, State (Missouri), Zip+4 Code	JOPLIN, MO 64801
Agency Contact Person - Name	ROBERT LOLLEY
Contact Person: e-mail Address	RLOLLEY@JOPLINMO.ORG
Contact Person: Work Phone	417-625-4793
Contact Person: Fax Number	417-625-4747

Eligibility Criteria: (Check All That Apply):

(If operating both urbanized and rural transit service, submit separate applications)

☑	A City
☐	A City Transit Authority
☐	A City Utilities Board
☐	An Interstate Transit Authority (as defined in 94.600 RSMo)
☐	An Intrastate Transportation Authority
☐	A recipient / direct recipient of FTA Sec. 5307 urbanized formula funds
☐	A sub-recipient of FTA Section 5311 non-urbanized formula funds

Operating and Capital Costs for Operating Public Transit Service in Missouri

Costs / Year	2014	2015	2016
Transit Operating Costs	$ 1,054,422	$ 1,134,342	$ 1,029,943
Transit Capital Costs	$ 444,129	$ 663,830	$ 287,713
Total: Transit Operating + Capital Costs	$1,498,551	$1,798,172	$1,317,656

Past and Projected Annual Passenger Ridership in Missouri (unlinked trips):

2014	131,876		
2015		132,456	
2016			134,784
2018 Projected			136,000

Agency's Missouri Transit Service Area Population: Urbanized: 84,807 Rural:

Annual Vehicle Miles Operated;	2014	2015	2016
	279,172	311,115	314,828
Cost per Mile (divide total cost by miles)	$ 5.37	$ 5.78	$ 4.19

(Complete remainder of application on back of form)

Cost per Passenger (divide total cost by ridership)	2014	2015	2016
	$ 11.36	$ 13.58	$ 9.78

Description of Proposed Year 2018 Public Transit Service in Missouri

Days of Transit Operation:	MONDAY-SATURDAY
Weekday Hours of Operation:	6AM-6PM
Saturday Hours of Operation:	8:30AM-4PM
Sunday Hours of Operation:	NONE

Amount of Annual Local Effort or Tax Support for Transit:

2014	2015	2016
616,037	$699,937	$635,993

Description of local financial effort or local tax support for appliant's public transit service:

CITY OF JOPLIN FUNDS 20% OF CAPITAL MATCH AND 50% OPERATIONS MATCH WITH A LOCAL TRANSPORTATION SALES TAX.

Applicant Agency Authorized Signature:	Date:
Robert Lolley	5/9/17

Submit completed and signed application to:

Transit Section - Multimodal Operations
Missouri Department of Transportation
P.O. Box 270
Jefferson City, MO 65102-0270
or FAX to: (573) 526-4709
or e-mail to: Transit@modot.mo.gov

For Technical Assistance: Transit@modot.mo.gov

Tele: (573) 751-2523

Form located at:
http://www.modot.mo.gov/othertransportation/transit/transitapplicationsreportsprograms.htm

(Version Feb. 2016)

COUNCIL BILL NO. 2017-152 ORDINANCE NO.

AN ORDINANCE approving the Missouri Highway and Transportation Commission Public Transit Operating Assistant Grant Agreement with Missouri Highway and Transportation Commission, in a not to exceed amount of Eleven Thousand Five-Hundred Twenty-Four and no/100 Dollars ($11,524.00) to be used for operating assistance for the Metro Area Public Transit (MAPS) and Sunshine Lamp Trolley Systems authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That the agreement by and between the City of Joplin and Missouri Highway and Transportation Commission for the Public Transit Operating Assistant Grant Agreement, in a not to exceed amount of Eleven Thousand Five-Hundred Twenty-Four and no/100 Dollars ($11,524.00), a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit "A," be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. The agreement by and between the City of Joplin and Missouri Highway and Transportation Commission for the Public Transit Operating Assistant Grant Agreement does not require a local match.

Section 4. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2017 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: SEPTEMBER 18, 2017

ITEM: COUNCIL BILL NO. 2017-454

ORIGINATING DEPARTMENT: HEALTH DEPARTMENT
ATTACHMENT: WIC LOCAL AGENCY NUTRITION SERVICES, PROGRAM SERVICES CONTRACT; COUNCIL BILL

Health Director: Dan Pekarek
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill approves a Program Services Contract between the City of Joplin and the Missouri Department of Health and Senior Services regarding the WIC Program for contract year 2017-2018.

DISCUSSION:
This contract is the annual renewal of the agreement between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin Health Department to provide nutritional assistance and certain medical services in connection with the Women, Infant & Children (WIC) project. The City Council has previously approved similar contracts.

This contract is for the period of October 1, 2017 through September 30, 2018. The contract calls for the City of Joplin Health Department to provide WIC services that include food instruments (checks) redeemable for specific nutritional foods, nutrition education and counseling, breastfeeding counseling and certain medical services for income eligible women and children in Jasper County. The contract calls for the city to provide services for up to 37,619 clients and for a total cost reimbursement of up to $588,006.

Revenues and expenses are budgeted in the remainder of the current year budget as well as the 2017-2018 city budget.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2017-454 ORDINANCE NO.

AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2017 and running through September 30, 2018, for the amount of up to Five Hundred Eighty-Eight Thousand, Six Dollars and no Cents ($588,006.00), to enable the Health Department to provide nutritional assistance and education to residents of Jasper County, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, dealing generally with the provision by the Health Department, of contract services for nutritional assistance and education to residents of Jasper County, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is hereby approved in the current form.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this ordinance provides for the health enhancement activities for residents of the city and has a time limitation for approval and return prior to the beginning of the federal fiscal year, October 1, 2017.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 18th day of September, 2017, by a vote of

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

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

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

Tracking #	**Contract Title:**
45075	WIC LOCAL AGENCY NUTRITION SERVICES

Contract Start:	**Contract End:**	**Questions/Please Contact:**
10/1/2017	9/30/2018	PROCUREMENT UNIT @ (573)751-6471

Contract #:	**Amend #:**
	00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor)		
JOPLIN CITY HEALTH DEPARTMENT		
DOING BUSINESS AS (DBA) NAME		
MAILING ADDRESS		
321 EAST 4TH STREET		
CITY, STATE, and ZIP CODE		
JOPLIN	MO	64801
REMIT TO (PAYMENT) ADDRESS (if different from above)		
CITY, STATE, and ZIP CODE		

CONTRACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN)	DUNS NUMBER
*****0196	010649846
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

WIC: Local Agency Nutrition Services

1. GENERAL

1.1 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.

1.2 The contract amount shall not exceed the amount stated on the Budget Page, Attachment C, which is attached hereto and incorporated by reference as if fully set forth herein for the period of October 1, 2017 through September 30, 2018.

1.3 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

1.3.1 Registration of business name (if applicable) with the Secretary of State at http://sos.mo.gov/business/startBusiness.asp

1.3.2 Certificate of authority to transact business/certificate of good standing (if applicable)

1.3.3 Taxes (e.g., city/county/state/federal)

1.3.4 State and local certifications (e.g., professions/occupations/activities)

1.3.5 Licenses and permits (e.g., city/county license, sales permits)

1.3.6 Insurance (e.g., worker's compensation/unemployment compensation)

1.4 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Bureau of WIC and Nutrition Services
Address: 930 Wildwood Drive, Jefferson City, MO 65109
Phone: 573-751-6204
Email: WICOperations@health.mo.gov

2. PURPOSE

2.1 The Department of Health and Senior Services, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC / WIC Program / Department) was established to provide nutrition education and breastfeeding support, nutritious

supplemental foods, and referrals to other health and social services at no cost to eligible persons.

2.2 The WIC Program serves as an adjunct to good health care during critical times of human growth and development, to prevent health problems and improve the health of those served.

2.3 The purpose of this contract is to allow the Department to provide funds to support the delivery of the food, nutrition education, breastfeeding support, and health referral services and benefits of the WIC Program to eligible participants through qualified community agencies (Contractors), such as local public health agencies.

2.4 The terms of this contract are derived from the language set forth in 7 CFR Part 246 located at: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title07/7cfr246_main_02.tpl. The Contractor shall familiarize itself with these regulations and shall abide by their applicable parts. The Contractor shall abide by the requirements set forth in the current Missouri WIC Operations Manual (WOM) and its updates, which are available at: http://health.mo.gov/living/families/wic/wiclwp/wom/ and is incorporated by reference as though fully set forth herein.

3. CERTIFICATION DELIVERABLES

3.1 The Contractor shall process all WIC applications within the timeframes set forth in 7 CFR 246.7(b)(5) and 246.7(f)(2), as defined in WOM Policy 3.01700.

3.2 The Contractor shall provide services to all WIC applicants based on the participant priority system defined in WOM Policy 2.03200.

3.3 The Contractor shall not establish a waiting list without prior approval of the Department. When the Department approves a waiting list, the Contractor must establish and manage the waiting list.

3.4 The Contractor shall certify applicants for the WIC Program, which includes, but is not limited to:

3.4.1 Requiring that the applicant be physically present at the time eligibility for the WIC Program is determined or when a mid-certification assessment is completed, with limited exceptions set forth in WOM Policy 2.02700;

3.4.2 Requiring the applicant's proof of identification, residency and income;

WIC: Local Agency Nutrition Services

3.4.3 Accurately assessing the income to determine income eligibility status according to WOM Policy 3.01200;

3.4.4 Assessing the applicant for medical and nutritional risks to determine WIC Program eligibility status, using the WIC Nutrition Services Standards (https://wicworks.fns.usda.gov/wicworks//Topics/WICnutStand.pdf) and risk factors issued by the Department in effect at that time;

3.4.5 Providing written notification of ineligibility at the end of the interview process if the applicant does not meet income guidelines, risk criteria, residency or categorical requirements, following the policy and procedures outlined in WOM Policy 3.03300;

3.4.6 Providing the applicant an explanation of the WIC Program of the following as described in WOM Policy 2.03200 and 2.06000:

a. The collaborative aspect of the WIC program created through referrals to other health/social services;

b. The nutrient value of the food package the applicant will receive;

c. Nutrition and breastfeeding education contact requirements;

d. Applicant's rights and responsibilities as a participant in the WIC Program; and

e. Purposes and procedures of the WIC Program.

3.4.7 Updating participant records in the Missouri WIC Information Network System (MOWINS) as necessary, including making changes, corrections, terminations, and reinstatements.

3.5 The Contractor shall use the Department's designated electronic nutrition assessments in MOWINS to determine the WIC participant's nutritional risk(s) and counsel participants according to United States Department of Agriculture (USDA) Nutrition Services Standards located at https://wicnss.fns.usda.gov/.

3.6 The Contractor shall document in MOWINS all participant-centered nutrition and health goals as established between the Contractor and participant and ensure appropriate documented follow-up occurs within the required timeframe.

3.7 The Contractor shall have a plan in place to maintain separation of duties for staff involved in the certification process and to prevent a conflict of interest during the certification process in order to maintain program integrity as described in WOM Policy 1.07000.

3.7.1 The same employee should not determine both income eligibility and medical or nutritional risk and also issue food instruments (FI), Cash Value Vouchers/Benefits (CVV/Bs) or supplemental foods.

3.7.2 The Contractor shall ensure that WIC employees are not providing WIC services to themselves, their relatives and/or their close friends.

3.7.3 The Contractor must provide an alternate process to address the following when only one (1) employee is in the Contractor's WIC office:

a. conflict of interest; and

b. separation of duties

4. FOOD PACKAGE ISSUANCE DELIVERABLES

4.1 The Contractor shall issue food packages in compliance with the WOM Policies 1.07000, 2.06950 – 2.08500, 3.01450, and 3.04000 - 3.06400.

4.2 The Contractor shall ensure: 1) that they issue every participant determined eligible for the WIC Program the appropriate food package pursuant to WOM Policies 2.06600, and 2.06950 – 2.08500; and 2) that they provide the participants FI for the food package on the same day the applicant is determined eligible.

4.3 The Contractor shall ensure that formula is not routinely provided to breastfeeding mothers before their infant is one (1) month of age.

4.4 The Contractor shall follow-up with WIC eligible individuals with metabolic disorders who require WIC Eligible Nutritionals to ensure the individual receives those foods through their private insurance, or through the Metabolic Formula Program as the primary source, if applicable.

4.5 The Contractor shall have a plan in place to ensure a Competent Professional Authority (CPA) staff is available for approval and issuance of tailored food packages, exempt formula and WIC Eligible Nutritionals.

5. FOOD INSTRUMENT ISSUANCE, ACCOUNTABILITY AND SECURITY DELIVERABLES

5.1 The Implementation of eWIC will begin during this contract period. When the implementation schedule is determined, it will be shared with the Contractor as early as possible. The Department will determine when the Contractor will implement eWIC and will work with the Contractor to ensure there is minimal disruption to the services provided.

WIC: Local Agency Nutrition Services

5.1.1 The Contractor shall keep eWIC cards in a secure location until ready to use. The Department will provide security requirements for eWIC cards. When the cards are received by the Contractor, the Contractor must abide by these security requirements.

5.2 The Contractor shall provide FIs in compliance with the WOM as outlined in the Food Instrument Accountability Section which includes the following, but is not limited to:

5.2.1 Ensuring proper FI printing, issuance, and recording of disposition to include receipt by participants, guardians, or their authorized proxies;

5.2.2 Ensuring FIs are issued only to participants in a current period of eligibility, with a current WIC system certification record, and ensuring issuance of only one food package to match the current status of the participant, for each month of eligibility; and

5.2.3 Ensuring that instructions are given to participants, guardian(s), or authorized proxies of participants on the proper use of the FIs.

5.3 The Contractor shall be accountable and liable for all FIs in the Contractor's and/or subcontractor's possession from the time FIs are created through the data system to issuance to the participant or other final non-issued disposition.

5.3.1 The Contractor is responsible for issuing and maintaining support documentation in accordance with WOM Policy 3.04000.

5.3.2 The Contractor shall, upon request, reimburse the Department from non-WIC funds for improperly issued FIs.

6. NUTRITION EDUCATION, BREASTFEEDING EDUCATION AND PROMOTION AND SUPPORT SERVICES DELIVERABLES

6.1 The Contractor shall provide to participants nutrition education, breastfeeding education, promotion and support services. These services include but are not limited to:

6.1.1 Making available a minimum of two (2) nutrition education contacts during each six (6) month period to every adult participant and to every parent/guardian of an infant or child. The contacts must be provided on two (2) different dates as outlined in WOM Policy 2.06400;

6.1.2 Developing and documenting participant-centered nutrition and/or health goals with every participant;

6.1.3 Conducting follow-up with the participant on their health and/or nutrition goal and documenting goal follow-up within the current certification period;

6.1.4 Providing participant-centered nutrition education contacts that are designed to be easily understood; that bear a practical relationship to the participant's risk factors, nutritional needs, and cultural preferences; that emphasize the relationships between proper nutrition and good health; and that assist the participant in achieving positive changes in food selection and physical activity habits;

6.1.5 Conducting and documenting in MOWINS all Nutrition Education follow-up for approved nutrition education methods that include but are not limited to: individual, group, alternative (web-based [wichealth.org], self-paced lessons, telephone, e-mail) and Tele-Nutritionist.

6.1.6 Ensuring that the Contractor does not deny participants supplemental foods for failure to participate in nutrition education;

6.1.7 Educating, supporting, and encouraging women to initiate and continue to breastfeed;

6.1.8 Providing substance abuse information at each certification and referrals as appropriate to participants;

6.1.9 Providing a nutrition education counseling session and an exit brochure to all women participants who will be terminated from the WIC Program;

6.1.10 Documenting each nutrition and breastfeeding education contact by recording appropriate nutrition education topics provided, contact appointments missed or refused, and follow-up on health/nutrition goal; and

6.1.11 Ensuring that nutrition and breastfeeding education materials are reviewed with participants, are consistent with current standards of professional practice, and are appropriate for use with the target audience pursuant to WOM Policies 2.06000 - 2.06500 and 6.05000.

7. CLINIC ENVIRONMENT, ACCESSIBILITY OF SERVICES, CUSTOMER SERVICE DELIVERABLES

7.1 The Contractor shall ensure that clinic locations and hours are available that minimize time away from work for employed applicants and parent(s) or guardian(s) of participants, and minimize travel time and distance for applicants and parent(s) or guardian(s).

7.2 The Contractor shall establish and maintain an environment that supports and encourages women to initiate and continue breastfeeding.

WIC: Local Agency Nutrition Services

7.3 The Contractor shall ensure accessibility of WIC services to any eligible person including migrant farm workers and their families; Native American Indians; and homeless individuals.

7.4 The Contractor shall ensure WIC services are available in their service area by:

7.4.1 Notifying the Department in writing at least sixty (60) days prior to opening, relocating, changing hours or days of operation, or closing a clinic site, satellite facility or hospital certification site. This is done by completing an Impact Analysis Template - (WIC-34) located at http://health.mo.gov/living/families/wic/wiclwp/forms.php (Administrative Forms) and sending it to the Department's assigned technical assistance staff for approval. The assigned technical assistance staff can be found at http://health.mo.gov/living/families/wic/wiclwp/pdf/TAMap.pdf; and

7.4.2 Ensuring that continuity of WIC services is addressed in their local agency Emergency Response/Disaster Preparedness (ERDP) Plan pursuant to WOM Policy 3.00500.

7.5 The Contractor shall provide voter registration services and assure that services are made available in compliance with the National Voter Registration Act of 1993 and WOM Policy 3.02700.

7.6 The Contractor shall prohibit smoking on the premises used to carry out the WIC Program, including near clinic entrances used by WIC participants.

7.7 The Contractor shall promote and enforce a drug free work environment.

7.8 The Contractor shall identify, in a highly visible manner, where WIC Program Services are located at each Contractor's site through the use of signage or other means to direct WIC participants to the clinic.

7.9 The Contractor shall have a written procedure for handling participant complaints and grievances. The grievance procedure must be approved by the Department as part of the Local Agency Plan (LAP). The Contractor shall ensure all staff follows the approved discrimination complaint procedure as outlined in WOM Policy 1.05700, 7 CFR 246.8, and FNS Instruction 113-1.

7.10 The Contractor shall ensure that its WIC staff does not share individual user identification and/or passwords to the data system. The Department will assess penalties to the Contractor according to WOM Policy 3.01400 if it discovers the sharing of individual user identification or passwords.

8. CLINIC MANAGEMENT, COORDINATION DELIVERABLES

WIC: Local Agency Nutrition Services

8.1 The Contractor shall provide to all WIC Program applicants, proxies, participants, and guardians information about and referrals to available health and social services specific to their needs, including, but not limited to, written information on MO HealthNet.

8.2 The Contractor shall have a plan for continued efforts to make health services available to participants at the clinic or through written agreements with health care providers when health services are provided through referrals. Such services include, but are not limited to, screening of immunization status, blood lead level, MO HealthNet, and substance abuse education.

8.3 A Contractor that is a public or private health service agency without ongoing routine pediatric and obstetric care shall have a written agreement in place with a health agency that provides those services.

8.3.1 The written agreement shall outline all WIC-related responsibilities of each agency as outlined in 7 CFR 246.5(d). The Department shall approve the signed agreement as part of the LAP and the signed agreement shall be kept on file at both the Department and the respective contractor.

8.3.2 WIC Program funds shall not be used to reimburse the other health agency or private physician for pediatric and obstetric care services provided.

9. ASSESSMENT, PLANNING, AND EVALUATION

9.1 The Contractor shall, at least annually, assess the needs of its WIC participants and potential WIC participants using the MOWINS tool(s), the Clinic Assessment Tool and other such assessments to improve the effectiveness of local service provision and to modify local operations to meet the needs of WIC participants, as appropriate within the allowances and guidelines and state policies as set forth in WOM Policy 1.05550 and 7 CFR 246.19(b)(6).

9.2 The Contractor shall develop a LAP for WIC services. The Contractor shall evaluate the LAP throughout the contract period.

9.2.1 The Contractor shall submit the LAP to the Department by the 1st of September of the current contract period if the Contractor wishes to continue to provide WIC services for the following contract period.

a. The Contractor's failure to submit the LAP to the Department by the due date may cause delays of Department's approval and issuance of a new contract; and

b. The Contractor shall set their priorities by writing goals, objectives, and strategies in their approved LAP.

9.2.2 The Contractor shall have a written plan for outreach appropriate to the local area and population. The plan shall include, but not be limited to:

a. An active outreach referral network with agencies or organizations which serve similar populations which are potentially eligible; and

b. Activities targeting potentially high-risk individuals, and who are most in need of benefits, with emphasis on reaching and enrolling eligible migrants and Missouri women in the early months of pregnancy.

9.3 The Contractor shall, at least monthly during the contract period, follow up on no-show applicants and participants, reschedule missed appointments, and provide adequate and appropriate notice of upcoming appointments.

9.4 The Contractor shall attempt to contact any prenatal applicant who misses her initial appointment to determine WIC eligibility and shall document such contacts.

9.5 The Contractor shall publicly announce the availability of WIC Program benefits in the first quarter of each contract period, and when significant WIC Program changes have occurred which affect the local population and local participants.

10. STAFFING DELIVERABLES

10.1 The Contractor shall ensure all staff is performing within their scope of practice.

10.2 The Contractor's staff may serve more than one staff role as long as it is clear which individual staff person fulfills each role. These staff roles shall include:

10.2.1 A WIC Coordinator who is responsible for coordinating and ensuring that the local agency's WIC Program is managed in the most effective and efficient manner possible. Minimum qualifications, duties performed and training requirements are defined in WOM Policy 1.01250; 2008 7 CFR 246.3(f), 246.4(a)(26) & 246.6(b);

10.2.2 A Nutrition Coordinator who is a qualified nutritionist who is responsible for coordinating nutrition services. Minimum qualifications, duties performed and training requirements are defined in WOM Policy 2.01450 and 7 CFR 246.11(d);

10.2.3 A Breastfeeding Coordinator;

a. The Contractor is required to employ or contract with a qualified person who has knowledge and experience to support, develop and implement all breastfeeding services.

10.2.4 A Qualified Nutritionist as defined in WOM Policy 2.01400 and 7 CFR 246.11(d), 246.2 and 246.4(a);

a. The Contractor is required to have a qualified nutritionist who will provide participant-centered nutrition education and counseling to high-risk participants and oversee the nutrition education aspect of the program.

10.2.5 A Retailer Contact Person;

10.2.6 A Competent Professional Authority (CPA);

10.2.7 A National Voter Registration Act (NVRA) Liaison; and

10.2.8 An Anthropometric Skills Validator who shall be a CPA.

10.3 The Contractor may employ the following staff to assist with the WIC certification process:

10.3.1 WIC Certifiers;

10.3.2 A Registered Dietitian (RD) who must be licensed to practice dietetics in Missouri;

10.3.3 Health Professional Assistants (HPAs); and

10.3.4 Administrative/Clerical staff.

11. TRAINING AND TECHNICAL ASSISTANCE DELIVERABLES

11.1 The Contractor shall ensure that the Contractor's staff (and subcontractor's staff, if applicable), who are performing WIC services have successfully completed all training required by the Department according to Missouri WOM Policy 1.01550.

11.1.1 The Contractor shall ensure that any staff/volunteers that perform specific WIC functions or duties are appropriately trained using resources from the Department listed in WOM Policy 1.01550 and are supervised for the function they are performing.

11.1.2 The Contractor shall ensure all its WIC staff has internet services to access e-Learning courses found at http://health.mo.gov/living/families/wic/wictraining/programmanagement.php#gov.

WIC: Local Agency Nutrition Services

11.1.3 The Contractor shall ensure that its WIC staff completes required training provided by the Department for all staff roles and responsibilities and document all training completed as described in 7 CFR 246.11(c) and WOM Policy 1.01550.

11.1.4 The Contractor shall accept training on WIC procedures from the Department or its designee when required or deemed appropriate by the Department.

11.1.5 The Contractor shall require its WIC Coordinator or designee to document and maintain training records for all staff for audit purposes.

11.1.6 The Contractor shall pay for all WIC-allowable expenses incurred by Contractor personnel attending any State-WIC-approved training in any location. WOM Policy 1.03700 Conference and Training describes allowable training and costs.

11.2 The Contractor shall accept technical assistance and/or training from the Department when the Department finds non-compliance or deficiencies in components of WIC Program policies and procedures as the Department determines necessary.

11.2.1 The Contractor's staff may be required to attend training or refresher training as deemed necessary by the Department.

11.2.2 The Contractor may request technical assistance at any time from their assigned Department WIC technical assistance staff.

11.3 The Contractor shall ensure compliance with 7 CFR 246.8 in all aspects of their WIC Program operations.

11.3.1 The training shall include all the basic requirements in 7 CFR 246.8 and the FNS 113-1 Civil Rights Instruction, which can be found at http://www.fns.usda.gov/sites/default/files/113-1.pdf.

11.4 Pursuant to WOM Policy 1.01550, the Contractor shall require designated staff to complete the following WIC trainings annually: Data Security; Immunizations; Breastfeeding Promotion and Support; Civil Rights; and National Voter Registration Act. A list of required annual training can be found at http://health.mo.gov/living/families/wic/wictraining/lwpannualtraining.php.

11.5 The Contractor shall use designated training funding for approved expenses for either required WIC training or training approved by WIC.

11.5.1 Allowable training expenses include expenses for travel to and from training, staff time to attend training, lodging, parking fees, and meals.

11.5.2 Training for nutrition education and breastfeeding promotion and support shall be documented for each employee on the WIC Staff Training Record, which can be found at http://health.mo.gov/living/families/wic/wictraining/lwpnewemployeetraining.php.

12. REPORTS

12.1 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment D, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve months, the Contractor shall submit this report annually and at the time the final invoice is due.

12.2 The Contractor at a minimum of twice per calendar year during the effective dates of this contract, agrees to verify which of its employees are still employed and still require access to the Department's Missouri WIC Information Network System (MOWINS). The Contractor shall perform verification and updates with the MOWINS Program Security Officer at Division of Division of Community and Public Health, Bureau of WIC and Nutrition Services.

13. BUDGET AND ALLOWABLE COSTS

13.1 The Department will reimburse the Contractor for necessary and allowable costs incurred specifically for the proper and efficient performance of the contract consistent with the WOM. The Contractor should refer to the Funding Accountability Section of the WOM for guidance on what are considered necessary and allowable costs.

13.1.1 To provide WIC services, the Contractor shall submit a budget through the LAP process to obtain the Department's written approval. The Department shall not reimburse the Contractor for any costs incurred prior to the contract period and not approved by the Department.

13.1.2 The Contractor shall define in the LAP budget the components of operational costs that are related to nutrition education and breastfeeding promotion and support. At a minimum, one sixth ($1/6^{th}$) of the Contractor's funds received and documented under this contract must be spent on nutrition education and breastfeeding promotion and support.

13.1.3 The Contractor shall designate staff time by category in the LAP budget.

13.1.4 The Contractor shall use the funds for activities and materials as budgeted and approved by the Department in accordance with the contractor's approved LAP. This applies to all caseload and special funding projects as stated on the attached Budget

WIC: Local Agency Nutrition Services

Page (Attachment C). The Contractor shall request changes among budgeted categories using the online Budget Adjustment form and obtain approval prior to expending funds.

13.2 Caseload:

13.2.1 Caseload participation is defined as the number of program participants served in a month. The Department reserves the right to reallocate funds based on the Contractor's cumulative caseload participation counts captured and documented in MOWINS.

13.3 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs stated in Attachment C. The contract amount will be based on the number of participants provided service during the twelve month period, counted from April 1 through March 31 beginning the previous year.

13.3.1 The Department may increase the contract amount based on an increase in the Contractor's projected annualized caseload participation during the Department's six month review of the contract. An increase in the contract amount will only be considered if:

a. Additional funds are available;

b. The Contractor's percentage of participants served is more than two percent (2%) over the contract starting caseload participation amount. The increase shall be the net amount served above two percent (2%) over the contract starting caseload participation amount; and

c. The Contractor requests an increase in writing through its assigned technical assistance team by close of business May 3rd of the current contract period.

13.3.2 In the event of a natural disaster or other circumstances that cause an increase in caseload to occur, the Department reserves the right to adjust the contract amount upon the request of the Contractor.

13.3.3 The Department will notify the Contractor of any increase in the caseload participation.

13.3.4 The contract amount for caseload participation and any special projects funds is based on availability of federal funds, which is subject to change. The Department will provide thirty (30) days written notice to the Contractor prior to an effective change.

13.4 Allowable costs for this contract include personnel compensation and benefits, contract services, conference and training, travel, administrative office costs, medical materials, facility costs, equipment purchases, computer hardware/software, nutrition education materials, and indirect costs.

WIC: Local Agency Nutrition Services

13.5 The Contractor shall maintain a complete, accurate, documented, and current accounting of all contract funds received and expended. The Contractor shall comply with a state WIC office request for documentation of contract funds received and expended within fifteen (15) working days of the date of the request.

13.6 The Contractor shall document and report when non-WIC Program funds are used to meet the requirements of this contract or to provide services. These funds must be for allowable expenses and shall be included in the LAP budget and reported in the monthly billing as in-kind.

13.7 Indirect costs

13.7.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.

13.7.2 The Contractor shall not bill the Department for indirect costs that exceed 10% of the modified total direct costs as defined in 2 CFR § 200.68.

a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

13.7.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.

13.8 The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.

13.9 The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the Contractor's internal policy, whichever is lower.

13.9.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.

13.9.2 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: http://www.gsa.gov.

13.10 The Contractor shall follow competitive procurement practices.

14. INVOICING AND PAYMENT

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

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

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

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

14.3 The Contractor shall submit invoices monthly. Invoices shall be due by the tenth (10th) day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.

14.3.1 An exception to this requirement is the June invoice. The Department will notify the Contractor in advance of the June submission date, which will be coordinated with the end of the state fiscal year. All documentation shall remain on file at the Contractor's facility.

14.3.2 Each monthly invoice shall be submitted via the online WIC invoicing application.

14.3.3 The Contractor shall be reimbursed not greater than forty percent (40%) of their caseload-based assigned amount in the 1st quarter, sixty-five percent (65%) in the 2nd quarter and ninety percent (90%) in the 3rd quarter, with the remainder billed in the 4th quarter.

WIC: Local Agency Nutrition Services

14.3.4 The Contractor shall define on each invoice the components of operational costs that are related to nutrition education and breastfeeding promotion and support.

14.3.5 The Contractor shall designate staff time by category on the reimbursement request.

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

14.5 The Contractor shall submit the final invoice by no later than December 10, 2018. The Department shall have no obligation to pay any invoice submitted after the due date.

14.6 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.

14.7 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.

14.8 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.

14.9 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.

14.9.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:

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

14.10 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at

https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx. The CFDA name is available at https://www.cfda.gov/?s=program&mode=list&tab=list.

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

15. AMENDMENTS

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

16. MONITORING

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

16.2 The Contractor agrees to on-site monitoring from the Department to assess contract compliance.

16.3 The Contractor shall prepare a local agency Corrective Action Plan (CAP) in response to Department on-site monitoring findings that will be provided in writing by the Department. The Contractor shall provide the CAP within the timeframe requested and it must be approved by the Department pursuant to WOM Policy 1.05500.

16.4 The Contractor shall complete and submit a CAP Progress Report to document the status of the CAP within the timeframe requested, which must be approved by the Department.

16.5 The Contractor shall comply with any written request for a completed Clinic Assessment Tool within the timeframe requested by the Department.

16.6 When the Department determines through patterns of repeated findings, consultations, or desk audits that the Contractor has failed to demonstrate efficient and effective administration of the WIC Program, or to comply with other requirements contained in this contract, the Department may withhold up to one hundred percent (100%) of the contract funds. Upon correction of the deficiency by the Contractor, the Department may provide the withheld funds to the Contractor.

16.7 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation;

additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

16.8 The Department has the right to disqualify the Contractor when, through a review, the Department determines the Contractor has failed to meet the terms of the contract or when the Contractor has failed to meet the needs of the service area. The Contractor will have the right to an administrative appeal of the Department's decision pursuant to the procedures outlined in WOM Policy 1.05800.

16.9 The Department has the right to penalize or fine the Contractor up to ten thousand dollars ($10,000) for the misuse or illegal use of WIC Program funds, property, or assets as set forth in 7 CFR. 246.23 (d).

16.10 The Contractor shall investigate and document alleged or suspected participant, authorized representative and/or alternate authorized representative violations and take appropriate action.

16.11 The Contractor shall be responsible for the monitoring of any subcontractors for compliance with contract guidelines.

17. DOCUMENT RETENTION

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

17.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.

17.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

17.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.

17.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

17.6 The Contractor shall have available for review, audit and evaluation all criteria used for certification, including information on the geographic areas served, verification of income standards used and specific criteria used to determine nutritional risk, nutrition education, high risk care plans, and special formula issuance.

18. CONFIDENTIALITY

18.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

18.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

19. LIABILITY

19.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.

19.2 The relationship of the Contractor to the Department shall be that of an independent Contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors,

employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

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

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

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

20.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:

20.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and

20.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.

20.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

WIC: Local Agency Nutrition Services

21. EQUIPMENT/SOFTWARE

21.1 The Contractor shall maintain an inventory list of all equipment, resources, and software purchased with WIC funds, either by the Contractor or by the Department and provided to the Contractor. All equipment, resources, and software purchased with WIC funds, both by the Contractor and purchased by the Department and provided to the Contractor, belong to the Department and must be returned to the Department if WIC services are no longer provided by the Contractor. This inventory list must include, but is not limited to:

21.1.1 Multi-user hospital grade electric breast pumps;

21.1.2 Items having a value of $500.00 or higher and sensitive items; and

21.1.3 Items having a useful life of two years or more.

21.2 The Contractor shall be responsible for ensuring that the equipment, resources, and software it purchases with WIC Program funds, or that was purchased by the Department and provided to the Contractor for use in its or a subcontractor's facility, if applicable, are available to conduct WIC Program services. All equipment, resources, and software used for the WIC program shall meet Department requirements and comply with Department specifications, be properly maintained and repaired as needed, and kept secure from theft or vandalism.

21.2.1 The Contractor shall contact the Department for instructions prior to disposing of equipment that has a WIC inventory tag and was placed for use in the Contractor's facility or purchased with WIC funds.

21.2.2 The Contractor shall maintain and make available a filing system for Department Non-Expendable Property Transfer/Reassignment forms (form # DH-60) in order to ensure accountability of equipment disposal.

21.2.3 The Contractor shall notify the Department if they have any faulty or damaged equipment.

21.3 The Contractor shall ensure extended administrative privileges to Department staff to access all computers purchased with WIC funds, or purchased by the Department and on loan to the Contractor, to be able to install software necessary to conduct WIC business. The administrative privileges shall include having a designated local profile with administrative rights for State Information Technology Services Division (ITSD) staff on all WIC computers. This will enable State staff to repair and maintain WIC computers without delay.

21.3.1 If the Contractor's information technology (IT) management and support, or Contractor's management, does not allow the Department's ITSD staff to have access and administrative rights to WIC computers, the local IT support will be responsible for the installation and repair of WIC computers and the associated cost.

21.3.2 The Contractor shall have current anti-virus and anti-spyware software installed and operating on every computer connected to the state network or used for WIC business. The Contractor shall regularly update the anti-virus and anti-spyware software for network security.

21.4 The Contractor shall respond to Department requests for inventory verification of equipment and software within fourteen (14) calendar days of the date of the request. Failure to comply will result in the Department withholding the Contractor's monthly reimbursements until compliance is complete.

21.5 The Contractor shall use information technology for authorized purposes.

22. COMMUNICATIONS/RECORD-KEEPING

22.1 The Department will provide updates to the WOM when the updates become effective and shall be shared with all WIC staff. The Contractor is responsible for ensuring all staff use current policies and guidance.

22.2 The Contractor shall be responsible for ensuring that its entire WIC staff receives information sent from the Department regarding the WIC Program. The Contractor may obtain such information electronically via email or online, available on the Department web site at http://health.mo.gov/living/families/wic/wicupdates/index.php or via hard copy by mail. The Department may require the Contractor to provide written acknowledgement for receipt of policy changes and commodity deliveries. The Department will notify the Contractor when written acknowledgement of receipt is required.

22.3 The Contractor shall ensure that its WIC Coordinator, Nutrition Coordinator and Nutritionists have unique Department-provided or Contractor-provided email addresses if those roles are filled by separate persons. The Contractor cannot use unsecure email addresses to transmit confidential information.

22.4 As stated in WOM Policy 1.05700, the Contractor shall collect and report racial and ethnic data with regards to applicants, participants, and potentially eligible populations through the electronic data system provided by the State.

23. AUTHORIZED PERSONNEL

WIC: Local Agency Nutrition Services

23.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

23.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

23.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" (http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and is incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

23.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:

23.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

23.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND

23.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

23.5 In accordance with subsection 2 of section 285.530 RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

24. TERMINATION

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

24.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or

24.1.2 A change in federal or state law relevant to this contract occurs; or

24.1.3 A material change of the parties to the contract occurs; or

24.1.4 By request of the Contractor.

24.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.

24.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.

24.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

24.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared,

furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

25. SUBCONTRACTING

25.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

25.2 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor, subawardee, and/or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general Contractor, subawardee, and/or subcontractor of any tier shall not be liable when such Contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:

25.2.1 The direct subawardee and/or subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.

WIC: Local Agency Nutrition Services

25.2.2 The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or subcontractor's employees are lawfully present in the United States.

25.3 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.

25.4 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

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

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

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

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

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

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

2.3.2 Collecting a certification from that person; or

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

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

3.7 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.

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations.

CERTIFICATIONS AND SPECIAL PROVISIONS

The Contractor is required to report any conviction of employees under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

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

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

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

CERTIFICATIONS AND SPECIAL PROVISIONS

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

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

6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));

6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) which prohibit discrimination on the basis of disabilities;

6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;

6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;

6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);

6.1.9 Missouri Governor's E.O. #10-24; and

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

CERTIFICATIONS AND SPECIAL PROVISIONS

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a Contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

7.2 The Contractor's employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

7.3 The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

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

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.

1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at http://health.mo.gov/contractorresources/nga for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.

1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.

1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.

1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf

1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within six months of notification by the Department to return such funds.

1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

SUBRECIPIENT SPECIAL CONDITIONS

1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.338 Remedies for Noncompliance.

1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:

1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or

1.8.3 Use forced labor in the performance of the award or subawards under the award.

1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.

1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.

1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.

1.11 The Contractor shall provide its Data Universal Numbering System (DUNS) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.

SUBRECIPIENT SPECIAL CONDITIONS

1.12 Equipment

1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than $1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than $5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than $5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.

1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

Department of Health and Senior Services
Local Agency Nutrition Services

BUDGET PAGE

Joplin City Health Department

The contractor shall be reimbursed for each participant provided service at a rate of $14.00 per participant served.

Contract Dollars

1. WIC Breastfeeding (Special Breastfeeding Funding 1, Attachment E)*	$ 8,000.00
2. WIC Breastfeeding Peer Counseling (Special BFPC Funding 2, Attachment E)*	$28,340.00
3. Breastfeeding Friendly Incentive (Special Breastfeeding Funding 3)*	$23,000.00
4. Administrative Services (Special Funding 6)*	$ .00
5. User Acceptance Testing (UAT) Training (Special Funding 9)*	$ 2,000.00

*only for approved LA's

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

1. Contractor Name and Complete Address			
2. Contract Number	3. Contract Period (MM/DD/YY)		4. Contractor Identifying Number (optional)
	From:	To:	
5. DUNS Number	6. EIN	7. Report Type	
		☐ Annual ☐ Final	

8. Transactions

Contract Expenditures:

8a. Total contract funds authorized:	
8b. Total expenditures:	
8c. Unspent balance of contract funds (line a minus b):	$0.00

Match Requirements (if required by the contract):

8d. Total match required:	
8e. Total match expenditures:	
8f. Remaining match to be provided (line d minus e):	$0.00

9. Remarks: Attach any explanations deemed necessary.

10. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

11a. Typed or Printed Name and Title of Authorized Certifying Official of the Contractor	11b. Telephone (Including Area Code)	11c. Email Address
11d. Signature of Authorized Certifying Official of the Contractor		11e. Date Report Submitted (MM/DD/YY)

MO 580-3091 (05-17)

WIC: Local Agency Breastfeeding Peer Counseling Program

1.0 Breastfeeding Peer Counseling (BFPC) Program Deliverables:

1.1 The Contractor shall have a BFPC Program Coordinator who: is responsible for the oversight of the program; plans and monitors the program activities; conducts in-service sessions and regular meetings; and recruits, hires, orients, supervises peer counselor(s) and submits required reports as defined in the Missouri WOM ER#6.00100.

1.2 The Contractor shall have at least one peer counselor who: is able to discuss benefits of breastfeeding; encourages breastfeeding; provides culturally appropriate support; provides encouragement to prenatal and breastfeeding women; and serves as role model during the contract period.

1.3 The Contractor shall schedule the peer counselor(s) so that at a minimum fifty percent (50%) of their total contacts are face-to-face interactions with participants, such as a clinic visit, home visit or hospital visit.

1.4 The Contractor shall send the BFPC Program Coordinator or designated staff to the BFPC training sessions and regional quarterly meetings provided by the Department.

1.5 The Contractor shall conduct BFPC training sessions for its WIC staff and peer counselors as instructed by the Department.

1.6 The Contractor shall comply with all BFPC Policies defined in the Missouri WOM ER#6.00050, ER#6.00100, ER#6.00200, ER#6.00300, ER#6.01000, ER#6.01500, ER#6.01600, ER#6.01700.

1.7 The Contractor shall manage an electric breast pump loan program in compliance with the WIC Breast Pump Policy as defined in the Missouri WOM ER#6.05100.

2.0 Budget/Allowable Costs:

2.1 The Contractor shall use the allocated funds only for the BFPC program as set forth in the Department's Guidelines for Allowable Items for Reimbursement (Exhibit 2).

2.2 The Contractor shall directly pay peer counselors a stipend or wage as set forth in Exhibit 2 and as defined in the Missouri WOM ER#6.00300.

2.3 The Department reserves the right to reallocate BFPC funds at the end of the second quarter if the Contractor has spent less than forty-eight percent (48%) of the allocated funds or at the end of the third quarter if less than seventy-three percent (73%) has been spent. The Contractor will be given thirty (30) days prior written notification of any reallocation.

3.0 Documentation:

3.1 The Contractor shall require all peer counselors to document BFPC contacts in MOWINS and on the Department approved contact logs when working outside the clinic as defined in the Missouri WOM ER#6.01000.

4.0 Reports/Invoicing:

4.1. The Contractor shall enter expenditures on the specified area of the WIC Online Invoicing Application according to funding allocated in the contract and submit monthly.

4.1.1 The Contractor shall enter expenditures for allowable items on the Online WIC Invoicing Application tab under Special Funds. Invoice Special Fund 1 Breastfeeding Peer Counseling.

4.1.2 The Contractor shall enter expenditures for allowable items on the Online WIC Invoicing Application tab under Special Funds. Invoice Special Fund 2 Breastfeeding Peer Counseling.

4.1.3 The Contractor shall request approval from the State BFPC Program Coordinator for expenditures that were not approved on the Local Agency Plan (LAP) budget for either Special Fund 1 or Special Fund 2 Breastfeeding Peer Counseling prior to purchase.

4.2 The Contractor shall submit to the Department, by the 10th of the following month, the Missouri WIC Breastfeeding Peer Counselor Monthly Activity Report as defined in the Missouri WOM ER#6.01000, and verify that it accurately reports the number of contacts made by the peer counselor(s).

5.0 Special Provisions:

5.1 All material developed with BFPC funds shall be the property of the Department.

WIC: Local Agency User Acceptance Testing

1.0 User Acceptance Testing (UAT) Deliverables:

1.1 The Contractor shall ensure staff members, designated by state staff, attend the Missouri WIC Information Network System (MOWINS) UAT trainings and are afforded time to complete assigned tasks for UAT. Each designated staff member has access to the UAT Sharepoint site.

1.2 The Contractor shall ensure staff members, designated by state staff, complete the assigned tasks via the UAT Sharepoint site to test specific features or effects of new MOWINS releases. Each designated staff member shall complete assigned tasks and document the steps and outcomes as specified in the training and in accordance with the sample documentation file on the UAT Sharepoint site. All testing will be completed in the MOWINS UAT environment. All tasks assigned on the UAT Sharepoint site will have a due date for completion when assigned.

1.3 The Contractor shall ensure staff members, designtated by state staff, participate in as many monthly conference calls as clinic schedule allows, but must attend at least one (1) per quarter.

1.4 Designated staff may be required to attend future testing trainings at the State Office or by webinar. All required trainings will be scheduled at least 60 days in advance to allow for clinic scheduling.

2.0 Budget/Allowable Costs:

2.1 The Contractor shall use the allocated funds for designated staff's travel expenses to attend trainings either in person or by Webinar and for the designated staff's time for attending training and conducting assigned UAT tasks.

3.0 Reports/Invoicing:

3.1 The Contractor shall enter expenditures on the UAT Training SF-9 tab in the online WIC Online Invoicing Application according to funding allocated in the contract.

EXHIBIT 1
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

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

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

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

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

_____ _____
Authorized Representative's Name (Please Print) Authorized Representative's Signature

_____ _____
Company Name (if applicable) Date

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
Business Entity Name	Date
E-Mail Address	

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

- ❒ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

- ❒ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND

- ❒ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

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

Subscribed and sworn to before me this _____ (DAY) of _____ (MONTH, YEAR). I am commissioned as a notary public within the County of _____ (NAME OF COUNTY), State of _____ (NAME OF STATE), and my commission expires on _____ (DATE).

_____	_____
Signature of Notary	*Date*

EXHIBIT 1, continued

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

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

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
E-Verify MOU Company ID Number	E-Mail Address
Business Entity Name	Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

Guidelines for Allowable Items for Reimbursement
Missouri Breastfeeding Peer Counseling Program (BFPC)

Categories	Special BFPC Funding 1
Wages or Salary	▪ A minimum rate at or above minimum wage is recommended. Use of gift certificates is not allowed. The payment must be made directly to peer counselors. ▪ Hours for providing peer counseling services, attending meetings and trainings. ▪ Hours for managing the program including supervision. ▪ The majority of Special BFPC Funding 1 should be used for peer counselor salary.
Other Expenses	▪ All expenses listed below for Special BFPC Funding 2 and any additional expenses necessary to manage an effective Breastfeeding Peer Counselor Program. ▪ Includes items that can be given to participants, such as, breastfeeding supplies and literature.

Categories	Special BFPC Funding 2
Wages or Salary	▪ A minimum rate at or above minimum wage is recommended. Use of gift certificates is not allowed. The payment must be made directly to peer counselors. ▪ Hours for providing peer counseling services, attending meetings and trainings. ▪ Hours for managing the program including supervision. ▪ The majority of Special BFPC Funding 2 should be used for peer counselor salary.

Office Supplies	▪ Cost for mailings and postage
	▪ Nametags
	  ▪ Breastfeeding resources (breast models, breastfeeding books and dolls)
	  ▪ Outreach materials to promote services through BFPC and recruit peer counselors.

Training and Continuing Education	▪ Cost for conducting training sessions or in-services to peer counselors, including cost of training materials. ▪ Cost of attending the BFPC training sessions in Jefferson City for program coordinators. ▪ Cost of attending regional peer counseling trainings, quarterly meetings and BFPC Conferences.
Peer Counselor Retention	▪ Recognition items for Peer Counselors such as T-Shirts
Mileage	▪ Costs incurred for traveling to and from hospital and home visits. ▪ Costs incurred for traveling to training sessions or breastfeeding conferences.
Telephone	▪ Cost of a cell phone or cost of making phone contacts while providing peer counseling services.
	▪ Expenses must be used to support the work of the Peer Counselor. ▪ Items that are distributed to participants are not allowed under Special BFPC Funding 2.

STATE OF MISSOURI
DEPARMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

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

1. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

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

3. DELIVERY

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

4. INSPECTION AND ACCEPTANCE

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

5. CONFLICT OF INTEREST

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

6. WARRANTY

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

7. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

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

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

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

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

12. AMERICANS WITH DISABILITIES ACT

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

13. FILING AND PAYMENT OF TAXES

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

14. COMMUNICATIONS AND NOTICES

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

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) is supplemental information the Department is required to provide the Contractor when issuing a contract or amendment that will be funded by federal sources. The document identifies the total amount of funding and the federal funding source(s) expected to be used over the life of this contract. For the specific amount for a contract period, refer to the contract and/or applicable amendments. If the funding information is not available at the time the contract is issued or the information below changes, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	45075	**State:** 0%	$0.00	**Federal:** 100%	$588,006.00
Contract Title:	WIC LOCAL AGENCY NUTRITION SERVICES				
Contract Start:	10/1/2017	**Contract End:**	9/30/2018	**Amend#:** 00	**Contract #:**
Vendor Name:	JOPLIN CITY HEALTH DEPARTMENT				

CFDA: 10.557	**Research and Development:** N
CFDA Name:	SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN
Federal Agency:	DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE
Federal Award:	3MO700804-2017
Federal Award Name:	WIC BREASTFDNG PEER CO
Federal Award Year:	2017 **DHSS #:** 18BRSTFEDWIC **Federal Obligation:** $28,340.00

CFDA: 10.557	**Research and Development:** N
CFDA Name:	SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN
Federal Agency:	DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE
Federal Award:	*
Federal Award Name:	*
Federal Award Year:	2018 **DHSS #:** 18WIC-FOA **Federal Obligation:** $559,666.00

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

Project Description:

Contract agreements with Local Women Infant Children Providers in Missouri to provide Women Infant Children and Nutrition Services to participants.

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: SEPTEMBER 18, 2017

ITEM: COUNCIL BILL NO. 2017-455

ORIGINATING DEPARTMENT: HEALTH DEPARTMENT
ATTACHMENT: COUNCIL BILL

Health Director: Dan Pekarek
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:

This Council Bill approves a Prescription Drug Monitoring Program (PDMP) ordinance for the City of Joplin.

DISCUSSION:

For several years there have been efforts to enact a statewide PDMP law in the Missouri legislature, with no success. These efforts have been in response to the continuing trend both nationwide and in Missouri of high rates of opioid abuse and unfortunately, of high rates of opioid abuse deaths. Missouri remains the only state without a statewide PDMP law.

PDMP's are statewide electronic databases that track instances of prescribing and dispensing certain controlled substances. They are useful tools that can aid in identifying opioid abuse trends and hopefully allow for interventions on the part of opioid prescribers to prevent continued abuse among patients.

With the lack of success at the state legislative level in passing a state PDMP law, the St. Louis County Health Department in 2016 developed and passed a local PDMP ordinance for that jurisdiction. The ordinance was designed to allow for other cities and counties in Missouri to pass similar ordinances authorizing the joining of the St. Louis County PDMP program. Cities and counties that join the program do so by passing their local ordinance, and then signing a User Agreement with St. Louis County. Costs for joining the program are based on the number of registered health providers (doctors, pharmacists) in the city or county. It is estimated that the annual cost for Joplin is $2,687.87 which is based on one-half of the cost for Jasper County plus the Joplin portion of Newton County. The St. Louis County Health Department has applied for a grant to provide for these costs for the first year of operation and is waiting to see if the grant is successful. If the grant is not successful, staff would bring back a later ordinance authorizing the User Agreement including the approval of any fees.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2017-455 ORDINANCE NO.

AN ORDINANCE amending Chapter 62, Health and Sanitation. In general, enacting a new Article IX of the Joplin City Code, Prescription Drug Monitoring Program; and containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

WHEREAS, the opioid crisis has been well-documented in recent years, and the City of Joplin is no exception to this public health crisis; and

WHEREAS, one of the tools used to combat opioid abuse is the Prescription Drug Monitoring Program ("PDMP"); and

WHEREAS, PDMPs are state-run electronic databases used to track the prescribing and dispensing of controlled prescription drugs to patients. They are designed to monitor this information for suspected abuse or diversion (i.e., channeling drugs into illegal use), and can give a prescriber or pharmacist critical information regarding a patient's controlled substance prescription history. This information can help prescribers and pharmacists identify patients at high-risk who would benefit from early interventions. PDMPs continue to be among the most promising state-level interventions to improve opioid prescribing, inform clinical practice, and protect patients at risk; and

WHEREAS, it is the desire of the City of Joplin to enact a PDMP for the purpose of combating the opioid crisis and protecting the health, safety, and welfare of its citizens.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That Article IX of the Joplin City Code, Prescription Drug Monitoring Program, is enacted to read as follows:

"Article IX. Prescription Drug Monitoring Program

Sec 62-341 Applicability

The provisions of this ordinance will serve to enact the development and administration of a program for monitoring the prescribing and dispensing of schedule II, III, and IV controlled substances by professionals licensed to prescribe or dispense such substances within City of Joplin; establishing penalties for violations thereof; authorizing the City Council to accept grants and donations in support of the monitoring program; and appropriating same upon receipt for support of the monitoring program.

The provisions of this ordinance shall not apply to persons licensed pursuant to Chapter 340 RSMo.

This ordinance follows the provisions and guidelines set forth in compliance with Ordinance Number 26,352, 2016 established by St. Louis County.

Sec 62-342 Definitions

The following terms shall have meanings ascribed to them as follows:

(a) Controlled Substance means a drug, substance, or immediate precursor in schedules II through IV as set out in Chapter 195 RS MO.

(b) Department means St. Louis County Department of Public Health (DPH).

(c) Director means the Director of the City of Joplin Health Department, or the person or persons duly designated by the Director to carry out the duties of the Director specified in this ordinance.

(d) Local Public Health Department (LPHD) means the City of Joplin Health Department.

(e) Dispenser means a person who delivers a Schedule II, III, or IV controlled substance to a patient. However, the term does not include:
    1. a hospital as defined in Section 197.020 RSMo that distributes such substances for the purpose of inpatient care or dispenses prescriptions for controlled substances at the time of discharge from such facility;
    2. a practitioner or other authorized person who administers such substance; or
    3. a wholesale distributor of a Schedule II, III, or IV controlled substance.

(f) Patient means a person who is the ultimate intended user of a drug for whom a prescription is issued, or for whom a drug is dispensed, not including a hospice patient enrolled in a Medicare-certified hospice program who has controlled substances dispensed to him or her by such hospice program.

(g) Schedule II, III, and IV controlled substance means a controlled substance listed in Schedules II, III, or IV as set out in chapter 195 RS MO or the Controlled Substance Act 21 U.S.C Section 812.

62-343 Establishment of Monitoring Program

(a) City of Joplin shall join St. Louis County to establish and maintain a program for monitoring the prescribing and dispensing of all Schedule II, III, and IV controlled substances by professionals licensed to prescribe or dispense such substances in City of Joplin, and may implement such rules which are necessary to implement such program.

(b) St. Louis County holds the contract with Appriss. City of Joplin will have a subscription to participate.

(c) This ordinance gives authority for St. Louis County to receive information from City of Joplin through the Appriss system.

(d) The program established and maintained shall operate so as to be consistent with Federal law concerning regulation of narcotics and with privacy of lawful users of same. The rules may provide for the county to suspend the requirement of reporting a particular category of information pursuant to subsections 6 and 7 of this section if it is determined that so reporting will conflict with the collection of other reported information by the collection management system of the monitoring program. The rules shall be effective upon approval of the City Council.

(e) City of Joplin will submit all required documentation through the Prescription Drug Monitoring Program approved by St. Louis County Department of Public Health.

(f) Within seven business days of having dispensed a schedule II, III, or IV controlled substance all dispensing agencies must submit by electronic means, information regarding such dispensing through the approved vendor system.

(g) The information submitted for each dispensing site to the Prescription Drug Monitoring Program shall at a minimum include:
    1. The pharmacy's Drug Enforcement Number (DEA);
    2. The date of dispensation;
    3. If dispensed via a prescription,
        i. The prescription number;
        ii. Whether the prescription is a new or a re-fill;
        iii. The prescriber's DEA or National Provider Identifier number;
        iv. The national drug code of the drug dispensed;
        v. The quantity and dosage of the drug dispensed;
        vi. An identifier for the patient for whom the drug was dispensed, including but not limited to any one of the following: driver license number, government issued identification number, insurance cardholder identification number, or the patient's name, address, and date of birth.

(h) The dispenser's submission of the required information to the Prescription Drug Monitoring Program shall be in accordance with the transmission standards established by the American Society for Automation in Pharmacy, or any of its successor organizations.

(i) All data submitted to the current vendor, Appriss, will be monitored and reviewed by St. Louis County Department of Public Health.

62-344 Dispensation Information to be closed Pursuant to Law

(a) Except when provided to persons or agencies authorized by this ordinance to receive such information, dispensation information submitted to the Prescription Drug Monitoring Program is a closed record and not subject to public disclosure except as provided by law.

No person shall provide such information to any person or agency not authorized by thisordinance to receive it. A request for information made under Chapter 610 RS MO shall be referred to the county prosecutor who shall take all reasonable and lawful steps to ensure non-disclosure of the information except as required by law.

(b) The Director of the Prescription Drug Monitoring Program shall develop and maintain procedures to ensure that the privacy and confidentiality of patients, and personal information collected, recorded, transmitted, and maintained are not disclosed to persons not authorized by this ordinance to receive dispensation information.

62-345 Use of Monitoring System by Dispensers not in City of Joplin

(a) St. Louis County may permit dispensers located in counties to participate in the Prescription Drug Monitoring program and allow data entered to be viewed. All authorized users will have access to data entered by City of Joplin. Permission for access shall be conditional upon the participant complying in all respects with the provisions of the ordinance.

62-346 Notification of Law Enforcement

(a) The Director of St. Louis County Department of Public Health shall review dispensation information transmitted to Department, and if the Director develops a reasonable belief that a violation of law has occurred, or develops a reasonable belief that a breach of professional standards has occurred, the Director shall notify the appropriate law enforcement agency or the appropriate professional licensing regulatory agency. The Director may provide any dispensation information requested by such entities when advised that such information is required for conduct of an official investigation.

62-347 Persons Authorized to be Provided Dispensation Information

(a) Dispensation information and other data compiled by the Prescription Monitoring Program may be provided to the following persons upon a duly made request of the St. Louis County Department of Public Health:
    1. Persons who are authorized to prescribe or dispense a controlled substance if the requesting person demonstrates that the request is made for the purpose of providing medical or pharmaceutical care for a patient. This includes persons within or outside the state of Missouri.
    2. Persons who request their own dispensation information in accordance with the law;
    3. The State Board of Pharmacy;
    4. Any state board charged with regulating a healthcare professional authorized to prescribe or dispense controlled substances, and which has duly requested the information or data in the course of a current and open investigation into the acts of a professional under the jurisdiction of a state board. Only information related to the subject professional shall be provided.
    5. Local, state, and federal law enforcement, or prosecutorial officials, both inside or outside of Missouri, who are engaged in the administration, investigation, or

enforcement of laws governing prescription drugs based on a specific case and under subpoena issued pursuant to court order.

6. The MO HealthNet Division of the Missouri Department of Social Services regarding MO HealthNet program recipients.
7. A judge or other judicial officer under a subpoena issued pursuant to a court order.

62-348 Obedience to Law Required

(a) No person, absent lawful authority, shall knowingly access or disclose prescription or dispensation information maintained by the Prescription Drug Monitoring Program, or knowingly violate any other provision of this ordinance.
(b) Any person convicted of violating this ordinance shall be punished by a fine of up to $1,000.00 or up to one year in jail, or both.

62-349 Acceptance of Grants

The City Council, on behalf of City of Joplin is authorized to accept grants or donations from private or public persons or organizations made in support of the Prescription Drug Monitoring Program authorized by this ordinance.

62-350 Revisions or Revocation of Ordinance

If the City Council find the provisions of the Prescription Drug Monitoring Program Ordinance are substantially similar to a statute of the State of Missouri regulating the same subject, the City Council by order may suspend any or all of the provisions of this ordinance, or amend as necessary."

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2017.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: SEPTEMBER 18, 2017

ITEM: COUNCIL BILL NO. 2017-456

ORIGINATING DEPARTMENT: HEALTH DEPARTMENT
ATTACHMENT: COUNCIL BILL

Health Director: Dan Pekarek
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:

This Council Bill approves a Prescription Drug Monitoring Program (PDMP) User Agreement for the City of Joplin.

DISCUSSION:

Council Bill 2017-455 approved the PDMP ordinance for the City of Joplin. This council bill approves the corresponding User Agreement that is required for participation in the St. Louis County Prescription Drug Monitoring Program. This user agreement outlines the responsibilities of the St. Louis County Health Department as the administrator of the program, as well as those of the City of Joplin as a subscriber to the program.

Annual costs for the city participation in the program are set at $2,687.87. County costs are based on the number of providers (doctors and pharmacists) licensed in a county. The Joplin cost is made up of one half of the overall Jasper County cost (Jasper County has agreed to pay the other half) and the Newton County portion that falls in the Joplin city limits. The St. Louis County Health Department has applied for a grant to pay for the first 2 years of the PDMP cost so there may be no cost to the city for that time. Staff expects that if the grant is not received, annual cost to the City shall be approximately $2,687.87.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2017-456 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with St. Louis County for the purpose of administering its prescription drug monitoring program for the not to exceed price of two thousand six hundred eighty seven and 87/100 Dollars ($2,687.87); authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That the agreement by and between the City of Joplin and St. Louis County for the purpose of administering its prescription drug monitoring program for the not to exceed price of two thousand six hundred eighty seven and 87/100 Dollars ($2,687.87), a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit "A," be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That this Ordinance, dealing with preserving the public peace, property, health, safety, or morals of the citizens, is an emergency within the meaning of Section 2.12(1) of THE HOME RULE CHARTER OF THE CITY OF JOPLIN, MISSOURI, and shall be in full force and effect immediately from and after its passage and approval.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2017.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

USER AGREEMENT

This USER AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2017, by and between St. Louis County ("County) and City of Joplin ("Subscriber");

WHEREAS, Sections 602.802 SLCRO authorized the St. Louis County Department of Public Health to establish and maintain a program for monitoring the prescribing and dispensing of all Schedule II, III and IV controlled substances by professionals licensed to prescribe or dispense such substances in St. Louis County; and

WHEREAS, County has a contract with Appriss, Inc. ("Appriss") for operation of an application for a Prescription Drug Monitoring Program ("PDMP"); and

WHEREAS, County has adopted Ordinance 26,528 as amended authorizing the County Executive on behalf of St. Louis County to enter into contracts with the City of St. Louis and Missouri counties and municipalities for the purposes stated herein;

WHEREAS, Subscriber is authorized to execute this agreement by Ordinance _____;

NOW, THEREFORE, in consideration of the premises and the mutual covenants, considerations and agreements contained herein, the parties agree as follows:

1. **Term of Agreement.** This Agreement shall become effective upon its execution by the parties (the "Effective Date") and shall run for a period of three years. The parties may renew the agreement for up to two additional one-year terms.

2. **Obligations of County.** County, as Administrator of the PDMP, shall provide the services listed on Exhibit A, attached and incorporated herein.

3. **Obligations of Subscriber.** Subscriber shall perform the obligations outlined in Exhibit B, attached and incorporated herein.

4. **Fee for Services and Payments.** The annual PDMP participation cost for Subscriber is $7.00 per covered practitioner, plus an administrative fee proportional to prescriber population. The participation cost is subject to change during any renewal period. Exhibit C contains the annual participation costs and billing schedule.

   County shall pursue funding opportunities for Subscribers from the Bureau of Justice Administration (BJA). If awarded to County, this funding will cover the participation costs for Subscriber for the grant period, and Subscriber is responsible for participation costs for all subsequent years.

   In the event County does not receive funding from BJA, Subscriber shall pay County for the participation costs charged to County by Appriss for participation in the PDMP for all years. Exhibit C contains the annual participation costs and billing schedule when Subscriber is responsible for all participation costs. County will invoice Subscriber for year 1 on November 1, 2017, and year 1 will be prorated based on the go-live date. For all subsequent years, County will invoice Subscriber on January 1 for entire year.

5. **Ownership.** The County shall retain ownership of the purchased software. Each Party shall retain all right, title, and interest (including all data, images, copyright and other proprietary or intellectual property rights) to its own data.

6. **Notices.** Unless otherwise indicated, all notices, waiver, and consents required or permitted pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or sent by direct mail, electronic mail, telephone, or facsimile. Notices shall be sent to the addresses set forth as follows on or before the date such notice, waiver or consent must be given:

If to Subscriber: City of Joplin

602 S. Main

Joplin, MO 64801

Attn: Samuel L. Anselm, City Manager

If to County: Saint Louis County Department of Public Health
6121 N. Hanley Rd.
Berkeley, MO 63134
Attn: Emily Varner

7. **Entire Agreement; Amendments.** This Agreement, together with its exhibits, represents the entire understanding and agreement between the parties relating to the subject matter hereof and supersedes all prior written or oral communications between the Parties regarding such subject matter. All amendments to and modifications of this Agreement shall be in writing and signed by all of the parties hereto.

8. **Severability.** If any provision of this Agreement or the application thereof to any Party or circumstance is held invalid or unenforceable, the remainder of this Agreement and the application of such provision to other parties or circumstances will not be affected thereby, the provisions of this Agreement being severable in any such instance.

9. **Waiver.** Failure by any Party at any time hereafter to require strict performance by another Party or other Parties of any provision of this Agreement shall not waive, affect, or diminish any right of a Party to demand strict compliance and performance therewith.

10. **Binding Agreement.** The covenants, agreements, terms, and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

11. **Governing Law.** County and Subscriber shall comply with all applicable federal, state, and local laws. This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Missouri. Venue for any action arising from this Agreement shall be in the Circuit Court of St. Louis County, Missouri.

12. **Interstate Data Sharing.** County may elect to participate in an interstate exchange of PDMP data such as PMP InterConnect. All data contained in the County PDMP will be available to entities participating in the interstate exchange. Participation in an interstate exchange, such as PMP InterConnect, allows registered users of the County PDMP to examine their patient's complete prescription history, including out of state prescriptions if any. County agrees to limit the user types that can access the PDMP through the interstate exchange to ensure strict compliance with St. Louis County Ordinance 26,352, and to take steps to safeguard against unauthorized access to the information contained therein. Registered users of other state PDMPs will be able to access their patient information from all states of interest within their native PDMP; out of state users will not be required to register with multiple PDMPs.

13. **Termination for Convenience.** County and Subscriber shall each have the right to terminate the contract immediately in the exercise of its absolute and sole discretion, upon written notice to the other party. After receipt of such notice, the contract shall automatically terminate without further obligation of the parties.

    County may terminate this Agreement if Subscriber fails to submit payment within 90 days of receipt of invoice or if County or Subscriber PDMP legislation is repealed or amended to end operation of the PDMP. The terms of this Agreement are subject to change, dependent on the agreement between County and Appriss. Subscriber will, at County's sole discretion, return to County or destroy the Documentation and all copies thereof and certify in writing Subscriber's compliance with such obligation.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this User Agreement as of the day and year first above written.

City of Joplin

By: _____

Printed Name: _____

Title: _____

ATTEST:

_____

Printed Name: _____

Title: _____

STATE OF MISSOURI)
)SS
COUNTY OF Jasper)

On this _____ day of _____, 2017, before me a Notary Public in and for said state, personally appeared _____ who acknowledged himself/herself to be the _____ of _____ and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

_____
Notary Public

(SEAL)
My Commission expires:

ST. LOUIS COUNTY, MISSOURI

By: _____
Printed Name: Steven V. Stenger
Title: County Executive

ATTEST:

_____

Printed Name: _____

Title: County Clerk

APPROVED:

_____
Printed Name: Dr. Faisal Khan
Title: Director of Public Health

Approved as to legal form:

_____
County Counselor

Approved:

_____
Accounting Officer

Exhibit A: County's Obligations

County will be responsible for reviewing and approving all PDMP deliverables as well as approving changes to technical and functional documentation with Appriss. County will perform all management of the PDMP. The PDMP platform will be PMP AWARxE, the web-based PDMP platform created by Appriss.

County will provide access to appropriate users, as defined in St. Louis County, Missouri Municipal Code § 602.800-602.808. County shall provide Subscriber with any revisions to the authorizing ordinances. Table 1 outlines the authorized recipients, requirements for access, information provided, and level of access.

Table 1. PDMP Access.

Authorized Recipients	Requirements	Information Provided	Access
Local Public Health Agency (LPHA)	Will receive routine, quarterly reports from County. Can request additional reports from County that will be provided as resources are available.	County-specific reports on prescribing practices. Reports will contain aggregate & de-identified data.	Routine reports from County. Ad hoc reports upon request.
Prescribers	Persons, or their duly designated delegates, whether in or out of the State of Missouri, who are authorized to prescribe controlled substances, if the requesting person demonstrates that the request is made for the purpose of providing medical care for a patient.	Patient Rx & delegate user information.	Registered users and have full access to the PDMP.
Dispensers	Persons, or their duly designated delegates, whether in or out of the State of Missouri, who are authorized to dispense controlled substances, if the requesting person demonstrates that the request is made for the purpose of providing pharmaceutical care for a patient.	Patient Rx & delegate user information.	Registered users and have full access to the PDMP.
Self	Request own dispensation information.	Personal Rx history.	Report upon completed request form.
Board of Pharmacy	Regulate a professional authorized to prescribe or dispense controlled substances, and which has requested the information or data in the course of a current and open investigation into the acts of a professional under the jurisdiction of the state board. Only information related to the subject professional shall be provided by the County Department of Public Health Director.	Information necessary to regulate industry as per their authority.	Routine reports from County. Ad hoc reports upon request.
State Regulatory Boards	Regulate a professional authorized to prescribe or dispense controlled substances, and which has requested the information or data in the course of a current and open investigation into the acts of a professional under the jurisdiction of the state board. Only information related to the subject professional shall be provided by the County Department of Public Health Director.	Information necessary to regulate industry as per their authority.	Routine reports from County. Ad hoc reports upon request.

Law Enforcement	Local, state, and federal law enforcement or prosecutorial officials, both in or outside Missouri, who are engaged in the administration, investigation, or enforcement of laws governing prescription drugs based on a specific case and under a subpoena issued pursuant to court order.	All prescriber, dispenser, & patient information as specified in subpoena.	Report upon completed request form with accompanying subpoena.
MO HealthNet	Regarding MO HealthNet program recipients.	Eligible or enrolled patient Rx information.	Routine reports from County. Ad hoc reports upon request.
Judge/Judicial Officer	Under subpoena issued pursuant to court order.	All prescriber, dispenser, & patient information as specified in subpoena.	Report upon completed request form with accompanying subpoena.

County and Appriss will be responsible for initial provider and dispenser outreach. County will operate and maintain a PDMP website with relevant information for prescribers, dispensers, the public, and participating counties. County will maintain email communication and respond to all questions, comments, and/or concerns related to the PDMP.

County will provide technical assistance to users in the form of policy, registration, user account information, and user profile modifications. Appriss will be responsible for operating a help desk 24/7/365 to assist dispensers and users with data submission, query, analysis, reporting, and user name and password changes or resets.

County will notify Subscriber of BJA funding decision. County will follow the applicable billing schedule, dependent upon BJA funding, to invoice Subscriber according to Exhibit C: Participation Costs.

Exhibit B: Subscriber's Obligation

Subscriber will enact appropriate legislation authorizing participation in the PDMP and engagement in a User Agreement with County. Subscriber legislation must be consistent with St. Louis County Ordinance 26,352. Subscriber will submit a copy of authorized legislation with signed User Agreement.

Subscriber agrees to pay annual participation costs and follow the applicable billing schedule, dependent upon BJA funding, outlined in Exhibit C: Participation Costs.

Subscriber will provide requested information in Exhibit D: Subscriber W-9.

Subscriber will designate a local contact to receive reports and information from County.

Contact Name: Daniel Pekarek

Phone Number: (417) 623-6122

Email: dpekarek@joplinmo.org

Address: Joplin City Health Department

321 E. 4th St.

Joplin, MO 64801

Subscriber will be responsible for continued community engagement and outreach.

Subscriber will be onboarded on a quarterly basis after User Agreement is executed. The onboarding timeline is in Table 2, below. Onboarding consists of data submitters (dispensers) registering with Appriss and moving from testing to production (successfully submitting data). Data for Subscriber will be visible to users on a date determined by County and Appriss or by the first day of the quarter following onboarding.

Table 2. PDMP Onboarding Timeline.

Quarter A	Quarter B		Quarter C
County Legislation & User Agreement signed	Data Submitter Registration	Clearinghouse Testing → Production	PMP AWARxE live on 1st business day!

Exhibit C: Participation Costs

County shall pursue funding opportunities for Subscribers from the Bureau of Justice Administration (BJA). If awarded to County, this funding will cover the participation costs for Subscriber for the grant period. Table 3 contains billing schedules if County receives BJA funding; Table 4 contains the billing schedule if County does not receive BJA funding. County will notify Subscriber of the BJA funding decision by October 16, 2017. Subscriber shall comply with the applicable billing schedule, dependent upon BJA funding.

In the event County receives funding from BJA, the participation costs for Subscriber would be covered for the grant period, and Subscriber is responsible for participation costs for all subsequent years. For year 3 (period immediately following grant), Subscriber is responsible for the remainder of the year's cost. For each subsequent one-year term (January 1 through December 31), Subscriber will be invoiced on January 1 with payment due by January 31 of the term year. Subscriber's annual cost for all years can be found in Table 5.

In the event County does not receive BJA funding, Subscriber will be billed for prorated annual costs in year 1 and complete annual costs for all subsequent years. Year 1 is prorated based on go-live date. For example, if Subscriber is participating in initial implementation, year 1 costs will be 75% of the annual cost as the PDMP will be accessible to users for 75% of the year (April-December 2017). For each subsequent one-year term (January 1 through December 31), Subscriber will be invoiced on January 1 with payment due by January 31 of the term year. Subscriber's annual cost for can be found in Table 5.

Table 3. Billing Schedule if County receives BJA funding.

County Receives BJA Funding

Years 1-2 (2017-2019)	Year 3 (Q4 2019)	Year 4 (2020)	Year 5 (2021)
- BJA funding covers Subscriber's participation costs - No invoicing	- Invoice Date: 10/1/19 - Due Date: 10/31/19 - Period Covered: 10/1/19-12/31/19	- Invoice Date: 1/1/20 - Due Date: 1/31/20 - Period Covered: 1/1/20-12/31/20	- Invoice Date: 1/1/21 - Due Date: 1/31/21 - Period Covered: 1/1/21-12/31/21

Table 4. Billing Schedule if County does not receive BJA funding.

County Does Not Receive BJA Funding

Year 1 (2017)	Year 2 (2018)	Year 3 (2019)	Year 4 (2020)	Year 5 (2021)
- Invoice Date: 11/1/17 - Due Date: 11/30/17 - Period Covered: 4/1/17-12/31/17	- Invoice Date: 1/1/18 - Due Date: 1/31/18 - Period Covered: 1/1/18-12/31/18	- Invoice Date: 1/1/19 - Due Date: 1/31/19 - Period Covered: 1/1/19-12/31/19	- Invoice Date: 1/1/20 - Due Date: 1/31/20 - Period Covered: 1/1/20-12/31/20	- Invoice Date: 1/1/21 - Due Date: 1/31/21 - Period Covered: 1/1/21-12/31/21

Table 5. Subscriber Annual Participation Costs.

Jurisdiction	County Total Users	% of Total Users	User Fee $7 per User	% of Administrative Cost	Total Cost
Joplin (Jasper County)	320	1.8%	$ 2,240.00	$ 2,216.56	$ 4,456.56
Jasper County (exc Joplin)	52	0.3%	$ 364.00	$ 360.19	$ 724.19
Total Jasper County					$ 5,180.75
One Half (Split Between City and County)					$ 2,590.38
Joplin (Newton County)	7	0.0%	$ 49.00	$ 48.49	$ 97.49
Total Joplin					$ 2,687.87

Exhibit D: Subscriber W-9

Subscriber must submit a copy of W-9 with signed User Agreement for County to invoice Subscriber for PDMP costs.

In addition, Subscriber must provide following information:

Billing Address:

Contact Name:	Leslie Haase, Finance Director
Phone Number:	(417) 624-0820 Ext. 251
Fax Number:	(417) 624-4620
Email:	lhaase@joplinmo.org
Address:	Joplin City Hall
	602 S. Main
	Joplin, MO 64801

Mailing Address:

Contact Name:	Daniel Pekarek, Health Department Director
Phone Number:	(417) 623-6122
Fax Number:	(417) 624-6453
Email:	dpekarek@joplinmo.org
Address:	Joplin City Health Department
	321 E. 4th St.
	Joplin, MO 64801

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: SEPTEMBER 18, 2017

ITEM: COUNCIL BILL NO. 2017-516
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Council Bill with attached Schedule A

Department Head: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill amends the adopted 2016-2017 Budget of the City of Joplin.

DISCUSSION:
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

Here is the explanation for the items in Schedule A:

- Amending the Public Safety Training Center budget by $5,000.00 in revenue and expenditures. The Training Center received a donation for Firefighter 1 & 2 training. The budget is being amended to buy various educational materials for the class.
- Amending the Solid Waste grant budget by $11,316.00 in revenue and expenditures. Recycling received two grants after the budget was completed.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenues by $16,316.00 and increases expenditures by $16,316.00.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2017-516 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2016-177 on October 17, 2016, which estimated revenues and appropriated funds for the fiscal year 2016-2017, and

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That fiscal year 2016-2017 budgeted appropriations as adopted by Ordinance 2016-177 be amended by increasing revenue by the total amount of Sixteen Thousand Three Hundred Sixteen Dollars and No Cents ($16,316.00) and by increasing appropriations by the total amount of Sixteen Thousand Three Hundred Sixteen Dollars and No Cents ($16,316.00) for the purposes and amounts as shown in Schedule A attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in revenues and appropriations.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day

of _____, 2017, by a _____vote.

_____
Mayor, Michael L. Seibert

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2016-2017 ADOPTED BUDGET
11-Sep-17

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	Other Fees	001-0000-450-0306	Other Donations	$	5,000	
	Public Safety Training Center	001-6275-510-6115	Educational Materials			5,000
	Total General Fund			$	5,000	5,000
120	SWM Fund					
	State Grants	120-0000-480-1002	Region M Grant	$	11,316	
	State Grants	120-4591-540-2815	Special Events			11,316
	Total SWM Fund			$	11,316	11,316
	Grand Total			$	16,316	16,316

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: September 18, 2017
ITEM: Council Bill No. 2017-611

ORIGINATING DEPARTMENT: Joplin Police Department
ATTACHMENTS: Council Bill No. 2017-611; copy of attachments

DEPARTMENT HEAD:	Matthew Stewart	**DATE:**
CITY MANAGER:	Sam Anselm	**DATE:**
CITY ATTORNEY:	Peter Edwards	**DATE:**
FINANCE DIRECTOR:	Leslie Haase	**DATE:**

INTRODUCTION:

The Joplin Police Department requests consideration of this Council Bill. This request, if approved, would authorize a contract between the City of Joplin and the Missouri Department of Transportation for the acceptance and expenditure of grant funds. The grant is for the funding of the Joplin Police Department's Full Time DWI Unit in the amount of $102,848. This grant pays for 50% of salaries, benefits, and overtime for two officers that are currently assigned to this unit. It will also cover equipment to include the replacement of one of our DWI vehicles. Part of this grant will also cover one officer to attend training at the annual LETSAC conference.

SUMMARY/DISCUSSION:
The Joplin Police Department has received this grant for several years. We first received the grant to fund the full-time DWI unit in 2010. At that time, the grant was for 100% of funding of the DWI positions. The grant was reduced to 75% the following year and to 50% the next year. The original plan for this grant was to eliminate funding for the DWI positions after three years. Our DWI unit has been very successful and because of that, the positions have continued to be funded at 50%. Each year the Joplin Police Department's DWI Unit has led the State in DWI arrests when compared to other DWI units that are funded under the same grant. The focus of these details will be to make for a safer community by detecting and arresting drivers who are intoxicated.

RECOMMENDATION:

Staff recommends approval of this proposal on an emergency basis.

Council Bill No. 2017-611 ORDINANCE NO.

AN ORDINANCE approving a Contract for grant money by and between the City of Joplin, Missouri and the Missouri Department of Transportation dealing with the Full Time DWI Unit and DWI Enforcement in the amount of One Hundred Two Thousand, Eight Hundred, Forty-Eight Dollars ($102,848); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

WHEREAS, The City of Joplin has received this grant in the amount of $102,848 from the Missouri Department of Transportation;

WHEREAS, This agreement allows for the acceptance of the award and for the expenditure of the grant money;

WHEREAS, This allows for the enforcement of DWI laws as well as training and equipment to further our effort in reducing DWI crashes as well as reducing crashes involving Hazardous Moving Violations.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OFJOPLIN, MISSOURI, as follows:

Section 1. That the Contract for Grant Funding by and between the City of Joplin and the Missouri Department of Transportation, in a total amount of One Hundred Two Thousand, Eight Hundred, Forty-Eight Dollars ($102,848), providing for the funding of 50% of the salary and fringe, and the overtime and fringe of two police officer positions, HMV Overtime to include fringe benefits, and DWI Enforcement Patrols, to include fringe benefits, a true and accurate copy of the same being attached hereto as in Exhibit, be and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance is an emergency within the meaning of Section 2.12 (1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance is for the preservation of public property and safety, and as such, is considered an emergency and shall take effect immediately upon passage. Specifically, DWI training and enforcement enhances public safety.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ____day of _____, 2017, by a vote of _____.

Michael L. Seibert, Mayor

ATTEST:

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Police Department Budget, Account Nos. 510-5590-510-1010, 1020, 1605-1650, 2050, 6005-6010, and 8210 to pay the contract amount.

_____

Leslie Haase, Director of Finance

MoDOT

Traffic and Highway Safety

Missouri Department of Transportation

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

August 11, 2017

Chief Matthew Stewart
Joplin Police Dept.
303 E. 3rd St.
Joplin, MO 64801-2316

Dear Chief Stewart:

Enclosed is a contract between the Traffic and Highway Safety Division and the Joplin Police Dept. for a DWI Traffic Unit project.

The project obligates $102,848.00 in federal funds for the period October 01, 2017 through September 30, 2018. All expenditures should be claimed against project #18-M5HVE-03-012.

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

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

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

Sincerely,

Bill Whitfield

Bill Whitfield
Highway Safety Director

Enclosure

CONTRACT

Form HS-1 **Revision Reason:** Wording **Version:** 2 05/18/2017

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

Name of Grantee
Joplin Police Dept.

Grantee County
Jasper

Grantee Address
303 E. 3rd St.

Joplin, MO 64801-2316

Telephone	Fax
417-623-3131	417-623-4604

Contract Period
Effective: 10/01/2017
Through: 09/30/2018

Project Title: DWI Traffic Unit
Project Number: 18-M5HVE-03-012
Project Category: 405d Mid HVE
Program Area: Impaired Driving

Funding Source: 405d / 20.616

Type of Project: Initial
Started: 10/01/2017

Federal Funds Benefiting

State:	
Local:	$102,848.00
Total:	$102,848.00

Source of Funds

Federal:	$102,848.00
State:	
Local:	$62,105.00
Total:	$164,953.00

Prepared By
Kliethermes, Mandy

Authorizing Official **Date**

Project Director **Date**

Highway Safety Director **Date**

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of $102,848.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

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

I. RELATIONSHIP

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

II. GENERAL REQUIREMENTS

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

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

III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

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

IV. EQUIPMENT

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

1. Equipment with a cost of $3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;

2. Price or rate quotations shall be solicited from at least three (3) qualified sources;

3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;

4. Subrecipients shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;

5. If for some reason the low bid is not acceptable, the Subrecipient must have written approval from the MHTC prior to bid approval and purchase.

6. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.

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

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

V. FISCAL RESPONSIBILITY

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

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

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

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

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subward and Executive Compensation Reporting, August 27, 2010, (*https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf*) by reporting to FSRS.gov for each sub-grant awarded:

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

VII. TERMINATION

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

VIII. NONDISCRIMINATION

(applies to subrecipients as well as States)

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

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

The State highway safety agency-

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

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

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

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

IX. STATUTORY AND REGULATORY REQUIREMENTS

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

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers

2. Statewide Traffic Accident Records System (STARS) 43.250 RSMo--Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).

4. Uniform Crime Reporting RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.

5. Racial Profiling RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year.

6. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015.

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

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

OPTION 1:

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

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

1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

OPTION 2:

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

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

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

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

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

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

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

XVIII. **NONSEGREGATED FACILITIES**

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

XIX. **FUNDING ORIGINATION AND AUDIT INFORMATION**

The MHTC funds the following NHTSA program areas:

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

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

The State will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:
   1. The dangers of drug abuse in the workplace.
   2. The Subrecipient's policy of maintaining a drug-free workplace.
   3. Any available drug counseling, rehabilitation, and employee assistance programs.
   4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
   5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).

C. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
   a. Abide by the terms of the statement.
   b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

D. Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.

E. Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
   a. Taking appropriate personnel action against such an employee, up to and including termination.
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

XXI. POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

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

XXII. CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

XXIII. RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

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

XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Certification (States)

A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

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

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

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

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

Instructions for Lower Tier Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.

B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

D. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

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

XXV. BUY AMERICA ACT

(applies to subrecipients as well as States)

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

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

1. Items valued over $5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles must be manufactured or assembled in the United States of America regardless of cost.

www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

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

XXVII. POLICY ON SEAT BELT USE

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

XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

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

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

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

A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.

B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.

C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:

1. Title of the class
2. Date(s) and location of class
3. Printed Name and signature of attendees (unless otherwise prohibited)
4. Name of agency/organization of each attendee

D. To ensure cost effectiveness, every effort should be made to enroll a minimum of fifteen (15) students per class.

E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

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

B. PROJECT ACTIVITIES

1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.

2. Officers will be permitted and encouraged to issue multiple citations and/or written warnings to drivers who have committed several violations.

3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.

4. Subrecipient should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report* Form.

5. Subrecipient is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Traffic and Highway Safety Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, impaired driving campaign, youth seat belt enforcement campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: www.modot.mo.gov/safety.

6. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.

7. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

C. PARTNERSHIPS

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

D. ALLOWABLE COSTS

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

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

E. DRUNK DRIVING ENFORCEMENT PROJECTS

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

F. SOBRIETY CHECKPOINTS

Unless otherwise prohibited by state statute or appropriation,

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

Alcohol and other drugs contribute substantially to traffic crashes on Missouri's roads, particularly those resulting in death or serious injury. In the 2012-2014 period, 414,173 traffic crashes occurred in the state. Of those, 0.5% resulted in a fatality and 2.9% involved someone being seriously injured. During the same time period, there were 19,161 traffic crashes where one or more drivers, pedestrians, and/or bicyclists were under the influence of intoxicants and in the opinion of the investigating officer their intoxicated condition was a contributing factor to the crash. In these crashes where drivers, pedestrians or bicyclists were impaired by alcohol or other drugs, 689 people were killed and another 2,447 were seriously injured. It also is important to note that substance-impaired driving is under-reported as a contributing factor in traffic crashes. This under-reporting is due to drivers undergoing injuries sustained from crashes without being tested for blood alcohol content. Also, some forms of drug impairment may not be apparent to officers on the scene. As a result, it is an even greater problem than these statistics would indicate. In addition, 86.1% of substance-impaired drivers killed also failed to wear a safety belt further compounding the problem of substance-impaired driving.

A common misconception is that substance-impaired drivers are primarily injuring and killing themselves. While that is often true, a substantial number of people killed and seriously injured in these crashes were not intoxicated by alcohol or other drugs. Their actions in these incidents probably did not contribute to the cause of the collision. Of the 689 people killed in alcohol and other drug-related traffic crashes, 71.4% were the substance-impaired drivers/pedestrians/bicyclists and 28.6% were some other involved party. Of the 2,447 seriously injured, 61.8% were the substance-impaired drivers/pedestrians/bicyclists while 38.2% were other persons in the incidents.

The Joplin Police Department investigated 5,165 traffic crashes from 2013-2015. This included crashes on city streets, several state highways, and IS 44. Of those crashes, 1,249 resulted in a serious physical injury, and another 21 resulted in a fatality. Of the 1,249 crashes resulting in serious injury or death, 66, or 5.28%, had alcohol as a contributing factor. Alcohol was a contributing factor in 174 total traffic crashes in the City of Joplin between 2013-2015. Additionally, the Joplin Police Department issued 530 DWI violations in 2015 alone.

The City of Joplin also serves as a nighttime entertainment hub for the region, with a large concentration of bars, restaurants, and a large casino at the edge of the city limits, in Oklahoma.

The City of Joplin is incorporated in 2 different counties, Jasper and Newton. According to the MSHP, from 2013-2015, there were 293 alcohol involved crashes in Jasper County, ranking 11th in the state. There were 216 alcohol related crashes in Newton County, ranking 14th in the state. For the same period, the City of Joplin recorded 136 alcohol related crashes, ranking 13th in the state. In 2015, the City of Joplin recorded 50 alcohol related crashes. Of those, 15 injuries were reported and 36 with property damage. In 2014, one alcohol related crash resulted in a fatality.

Goal: To decrease fatalities involving drivers with .08 BAC or greater to:
- 271 by 2013
- 258 by 2014
- 246 by 2015
- 233 by 2016

Performance Measure:
Number of fatalities involving drivers with .08 BAC or greater

Benchmark:
2012 fatalities involving drivers with .08 BAC or greater = 283
(246 in 2013, 204 in 2014)

Objectives:
1. Participate in the National Impaired Driving Crackdown campaign
2. Participate in the quarterly impaired driving enforcement campaigns
3. Develop and implement a high visibility DWI enforcement plan involving saturation patrols and/or sobriety checkpoints

The overall goal is to prevent, and apprehend drivers impaired by drugs and or alcohol. Officers will work with the Southwest Missouri DWI Task-Force to focus saturation patrols, keeping our streets safer and reducing the number of DWI crashes.

DWI Full time unit Officers will provide 7 day per week coverage to arrest and prosecute impaired drivers. Over the past 9 years, The Joplin Police Department DWI Unit has arrested more impaired drivers than any other full time unit for 8 of those 9 years, including last year. Officers will work hard to keep our roadways safer and prevent alcohol related crashes .

Project Description information is captured in the supplemental section.

Question	Answer
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	No
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
2- There is currently no cell phone ban, however the city requires all drivers to remain in control of their vehicle.	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	Yes
11 If YES, please explain.	
The previous Special Enforcement Bureau was eliminated. The Traffic and DWI unit were moved to the Uniformed Services Bureau, causing little change in operations. The previous clerk position in the traffic unit was eliminated and tasks were divided within the agency.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
There were leftover funds on the replacement DWI full time unit vehicle. The extra funds weren't needed for the vehicle, however a couple of minor items were back ordered and couldn't be received before the end of the grant cycle.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive $25,000,000 or more in Federal Awards in your preceding fiscal year?	No

17	If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	
	Please use the most current 12-months of data available for answering questions 18-23. Include ALL of your agency's statistics, not just those issued during grant activity.	
18	Total number of DWI violations written by your agency.	530
19	Total number of speeding violations written by your agency.	503
20	Total number of HMV violations written by your agency.	4247
21	Total number of child safety/booster seat violations written by your agency.	48
22	Total number of safety belt violations written by your agency.	650
23	Total number of sobriety checkpoints hosted.	5
	Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.	
24	Total number of traffic crashes.	5165
25	Total number of traffic crashes resulting in a fatality.	21
26	Total number of traffic crashes resulting in a serious injury.	1249
27	Total number of speed-related traffic crashes.	348
28	Total number of speed-related traffic crashes resulting in a fatality.	8
29	Total number of speed-related traffic crashes resulting in a serious injury.	131
30	Total number of alcohol-related traffic crashes.	174
31	Total number of alcohol-related traffic crashes resulting in a fatality.	4
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	62
33	Total number of unbuckled fatalities.	4
34	Total number of unbuckled serious injuries.	100
	Enter your agency's information below.	
35	Total number of commissioned law enforcement officers.	112
36	Total number of commissioned patrol and traffic officers.	69
37	Total number of commissioned law enforcement officers available for overtime enforcement.	105

38 Total number of vehicles available for enforcement. 52

39 Total number of radars/lasers. 46

40 Total number of in-car video cameras. 36

41 Total number of PBTs. 21

42 Total number of Breath Instruments. 5

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

43 Identify primary enforcement locations.

This grant will be utilized throughout the Joplin city limits, state highways, and the Interstate System. Additionally, the full time DWI Officers will travel to other parts of the region to assist with the DWI Task Force and training.

44 Enter the number of enforcement periods your agency will conduct each month. 2

45 Enter the months in which enforcement will be conducted.

Enforcement will be conducted 12 months per year.

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

The DWI unit will primarily provide coverage Monday through Saturday. They will work Sundays if numbers support coverage, but at this time, Monday - Saturday requires the primary coverage.

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

Primarily, enforcement will take place between the hours of 5:00 P.M. and 3:00 A.M.

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

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

1. Replacement of Aging DWI vehicle
2. Mouthpieces - for PBT's and evidence breath tests
3. Dry Gas / Wet bath simulators - perform maintenance on instruments to ensure solid court cases.

PROJECT EVALUATION

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

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

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

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

The Joplin Police Department will comply will all of the above evaluation procedures. We will continue to evaluate our efforts by deploying the full time DWI unit into areas where alcohol related crashes occur as well as locations known through enforcement to have higher numbers of impaired driver arrests.

ADDITIONAL FUNDING SOURCES

Everything listed below are from budget cycle 11/1/15 to 10/31/16. Future grants are unknown at this time.

US Dept of Interior passed through the MISSOURI DEPARTMENT OF PUBLIC SAFETY:

MULTI-JURISDICTION CYBER CRIME TaskForce		155,785
MULTI-JURISDICTION CYBER CRIME		86,155
MO Crimes against Children	13,997	
ATF OVERTIME	16,738	
OCDETF	2,519	
ICE	6,405	
BULLETPROOF VEST PROGRAM	3,591	
BULLETPROOF VEST PROGRAM	4,065	
JUSTICE ADMINISTRATION GRANT	1,192	
JUSTICE ADMINISTRATION GRANT	7,300	
JUSTICE ADMINISTRATION GRANT	25,006	

HUD 2016 Project 17,000

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Equipment							
	Vehicle	Replacement of one of two DWI vehicle's.	1.00	$40,000.00	$40,000.00	$0.00	$40,000.00
	BA Simulators	Dry Gas / Simulators	2.00	$176.50	$353.00	$0.00	$353.00
	Breath Instrument	Mouthpieces	1,000.00	$0.24	$240.00	$0.00	$240.00
					$40,593.00	**$0.00**	**$40,593.00**
Personnel							
	Overtime and Fringe	Salary and Fringe Benefits of Full Time DWI Unit Officers	1.00	$110,210.00	$110,210.00	$55,105.00	$55,105.00
	Overtime and Fringe	DWI Overtime and Fringe	1.00	$14,000.00	$14,000.00	$7,000.00	$7,000.00
					$124,210.00	**$62,105.00**	**$62,105.00**
Training							
	Training Conducted	DWI Conference	1.00	$150.00	$150.00	$0.00	$150.00
					$150.00	**$0.00**	**$150.00**
				Total Contract	**$164,953.00**	**$62,105.00**	**$102,848.00**

ATTACHMENTS

Document Type	Description	Original File Name	Date Added
PDF	PDF Document	Joplin 2018 Council Auth.	02/22/2017
PDF	PDF Document	DWI Full time unit signed	02/22/2017

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: September 18, 2017
ITEM: Council Bill No. 2017-612

ORIGINATING DEPARTMENT: Joplin Police Department
ATTACHMENTS: Council Bill No. 2017-612; copy of attachments

DEPARTMENT HEAD:	Matthew Stewart	**DATE:**
CITY MANAGER:	Sam Anselm	**DATE:**
CITY ATTORNEY:	Peter Edwards	**DATE:**
FINANCE DIRECTOR:	Leslie Haase	**DATE:**

INTRODUCTION:

The Joplin Police Department requests consideration of this Council Bill. This request, if approved, would authorize a contract between the City of Joplin and the Missouri Department of Transportation for the acceptance and expenditure of grant funds. This grant is in the amount of $13,000 and will be used to cover overtime costs and fringe benefit costs for DWI Enforcement details and Youth Alcohol Enforcement details.

SUMMARY/DISCUSSION:
Each year the Joplin Police Department's DWI Unit has led the State in DWI arrests when compared to other DWI units that are funded under the same grant. The grant will be utilized to cover overtime costs and fringe benefits for DWI enforcement details. The focus of these details will be to make for a safer community by detecting and arresting drivers who are intoxicated.

RECOMMENDATION:

Staff recommends approval of this proposal on an emergency basis.

MLS
attachment

Council Bill No. 2017-612 ORDINANCE NO.

AN ORDINANCE approving a Contract for grant money by and between the City of Joplin, Missouri and the Missouri Department of Transportation dealing generally with the Impaired Driving Enf/DWI Saturation/YA project in the amount of Thirteen Thousand Dollars ($13,000); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

WHEREAS, The City of Joplin has received the grant in the amount of $13,000 from the Missouri Department of Transportation;

WHEREAS, This agreement allows for the acceptance of the award and for the expenditure of the grant money;

WHEREAS, This allows for the grant to cover overtime costs and fringe benefit costs for DWI Enforcement details and Youth Alcohol Enforcement details.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OFJOPLIN, MISSOURI, as follows:

Section 1. That the Contract for Grant Funding by and between the City of Joplin and the Missouri Department of Transportation, in a total amount of Thirteen Thousand Dollars ($13,000), providing for the funding of DWI Enforcement projects, to include fringe benefits, a true and accurate copy of the same being attached hereto as in Exhibit, be and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance is an emergency within the meaning of Section 2.12 (1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance is for the preservation of public property and safety, and as such, is considered an emergency and shall take effect immediately upon passage. Specifically, DWI training and enforcement enhances public safety.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ____day of _____, 2017, by a vote of _____.

Michael L. Seibert, Mayor

ATTEST:

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Police Department Budget, Account Nos. 510-5590-510-1010, 1020, 1605-1650, 2050, 6005-6010, and 8210 to pay the contract amount.

_____

Leslie Haase, Director of Finance

MoDOT

Missouri Department of Transportation

Traffic and Highway Safety

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

August 11, 2017

Chief Matthew Stewart
Joplin Police Dept.
303 E. 3rd St.
Joplin, MO 64801-2316

Dear Chief Stewart:

Enclosed is a contract between the Traffic and Highway Safety Division and the Joplin Police Dept. for a Impaired Driving Enf/DWI Saturation/YA project.

The project obligates $13,000.00 in federal funds for the period October 01, 2017 through September 30, 2018. All expenditures should be claimed against project #18-154-AL-162.

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

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

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

Sincerely,

Bill Whitfield

Bill Whitfield
Highway Safety Director

Enclosure

CONTRACT

Form HS-1 **Revision Reason:** Other **Version:** 3 07/26/2017

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

Name of Grantee
Joplin Police Dept.

Grantee County
Jasper

Grantee Address
303 E. 3rd St.

Joplin, MO 64801-2316

Telephone	Fax
417-623-3131	417-623-4604

Contract Period
Effective: 10/01/2017
Through: 09/30/2018

Project Title: Impaired Driving Enf/DWI Saturation/YA
Project Number: 18-154-AL-162
Project Category: Transfer
Program Area: 154/164 Alcohol

Funding Source: 154 AL / 20.607

Type of Project: Initial
Started: 10/01/2017

Federal Funds Benefiting

State:	
Local:	$13,000.00
Total:	$13,000.00

Source of Funds

Federal:	$13,000.00
State:	
Local:	$0.00
Total:	$13,000.00

Prepared By
Kliethermes, Mandy

Authorizing Official **Date**

Project Director **Date**

Highway Safety Director **Date**

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of $13,000.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

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

I. RELATIONSHIP

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

II. GENERAL REQUIREMENTS

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

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

III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

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

IV. EQUIPMENT

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

1. Equipment with a cost of $3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;

2. Price or rate quotations shall be solicited from at least three (3) qualified sources;

3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;

4. Subrecipients shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;

5. If for some reason the low bid is not acceptable, the Subrecipient must have written approval from the MHTC prior to bid approval and purchase.

6. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.

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

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

V. FISCAL RESPONSIBILITY

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

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

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

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

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subward and Executive Compensation Reporting, August 27, 2010, (*https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf*) by reporting to FSRS.gov for each sub-grant awarded:

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

VII. TERMINATION

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

VIII. NONDISCRIMINATION

(applies to subrecipients as well as States)

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

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

The State highway safety agency-

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

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

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

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

IX. STATUTORY AND REGULATORY REQUIREMENTS

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

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers

2. Statewide Traffic Accident Records System (STARS) 43.250 RSMo--Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).

4. Uniform Crime Reporting RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.

5. Racial Profiling RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year.

6. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015.

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

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

OPTION 1:

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

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

1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

OPTION 2:

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

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

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

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

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

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

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

XVIII. **NONSEGREGATED FACILITIES**

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

XIX. **FUNDING ORIGINATION AND AUDIT INFORMATION**

The MHTC funds the following NHTSA program areas:

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

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

The State will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:
   1. The dangers of drug abuse in the workplace.
   2. The Subrecipient's policy of maintaining a drug-free workplace.
   3. Any available drug counseling, rehabilitation, and employee assistance programs.
   4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
   5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).

C. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
   a. Abide by the terms of the statement.
   b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

D. Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.

E. Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
   a. Taking appropriate personnel action against such an employee, up to and including termination.
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

XXIV. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**
(applies to subrecipients as well as States)

Instructions for Primary Certification (States)

A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

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

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

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

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

Instructions for Lower Tier Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.

B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

D. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

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

XXV. BUY AMERICA ACT

(applies to subrecipients as well as States)

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

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

1. Items valued over $5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles must be manufactured or assembled in the United States of America regardless of cost.

www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

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

XXVII. POLICY ON SEAT BELT USE

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

XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

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

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

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

A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.

B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.

C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:
   1. Title of the class
   2. Date(s) and location of class
   3. Printed Name and signature of attendees (unless otherwise prohibited)
   4. Name of agency/organization of each attendee

D. To ensure cost effectiveness, every effort should be made to enroll a minimum of fifteen (15) students per class.

E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. **PROBLEM IDENTIFICATION**

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

B. **PROJECT ACTIVITIES**

1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.

2. Officers will be permitted and encouraged to issue multiple citations and/or written warnings to drivers who have committed several violations.

3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.

4. Subrecipient should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report* Form.

5. Subrecipient is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Traffic and Highway Safety Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, impaired driving campaign, youth seat belt enforcement campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: www.modot.mo.gov/safety.

6. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.

7. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

C. **PARTNERSHIPS**

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

D. **ALLOWABLE COSTS**

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

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

E. **DRUNK DRIVING ENFORCEMENT PROJECTS**

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

F. **SOBRIETY CHECKPOINTS**

Unless otherwise prohibited by state statute or appropriation,

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

Alcohol and other drugs contribute substantially to traffic crashes on Missouri's roads, particularly those resulting in death or serious injury. In the 2012-2014 period, 414,173 traffic crashes occurred in the state. Of those, 0.5% resulted in a fatality and 2.9% involved someone being seriously injured. During the same time period, there were 19,161 traffic crashes where one or more drivers, pedestrians, and/or bicyclists were under the influence of intoxicants and in the opinion of the investigating officer their intoxicated condition was a contributing factor to the crash. In these crashes where drivers, pedestrians or bicyclists were impaired by alcohol or other drugs, 689 people were killed and another 2,447 were seriously injured. It also is important to note that substance-impaired driving is under-reported as a contributing factor in traffic crashes. This under-reporting is due to drivers undergoing injuries sustained from crashes without being tested for blood alcohol content. Also, some forms of drug impairment may not be apparent to officers on the scene. As a result, it is an even greater problem than these statistics would indicate. In addition, 86.1% of substance-impaired drivers killed also failed to wear a safety belt further compounding the problem of substance-impaired driving.

A common misconception is that substance-impaired drivers are primarily injuring and killing themselves. While that is often true, a substantial number of people killed and seriously injured in these crashes were not intoxicated by alcohol or other drugs. Their actions in these incidents probably did not contribute to the cause of the collision. Of the 689 people killed in alcohol and other drug-related traffic crashes, 71.4% were the substance-impaired drivers/pedestrians/bicyclists and 28.6% were some other involved party. Of the 2,447 seriously injured, 61.8% were the substance-impaired drivers/pedestrians/bicyclists while 38.2% were other persons in the incidents.

The Joplin Police Department investigated 5,165 traffic crashes from 2013-2015. This included crashes on city streets, several state highways, and IS 44. Of those crashes, 1,249 resulted in a serious physical injury, and another 21 resulted in a fatality.

Of the 1,249 crashes resulting in serious injury or death, 66, or 5.28%, had alcohol as a contributing factor. Alcohol was a contributing factor in 174 total traffic crashes in the City of Joplin between 2013-2015. Additionally, the Joplin Police Department issued 530 DWI violations in 2015 alone.

The City of Joplin also serves as a nighttime entertainment hub for the region, with a large concentration of bars, restaurants, and a large casino at the edge of the city limits, in Oklahoma.

The City of Joplin is incorporated in 2 different counties, Jasper and Newton. According to the MSHP, from 2013-2015, there were 293 alcohol involved crashes in Jasper County, ranking 11th in the state. There were 216 alcohol related crashes in Newton County, ranking 14th in the state. For the same period, the City of Joplin recorded 136 alcohol related crashes, ranking 13th in the state. In 2015, the City of Joplin recorded 50 alcohol related crashes. Of those, 15 injuries were reported and 36 with property damage. In 2014, one alcohol related crash resulted in a fatality.

Goal: To decrease fatalities involving drivers with .08 BAC or greater to:
- 271 by 2013
- 258 by 2014
- 246 by 2015
- 233 by 2016

Performance Measure:
Number of fatalities involving drivers with .08 BAC or greater

Benchmark:
2012 fatalities involving drivers with .08 BAC or greater = 283
(246 in 2013, 204 in 2014)

Objectives:
1. Participate in the National Impaired Driving Crackdown campaign
2. Participate in the quarterly impaired driving enforcement campaigns
3. Develop and implement a high visibility DWI enforcement plan involving saturation patrols and/or sobriety checkpoints

The overall goal is to prevent, and apprehend drivers impaired by drugs and or alcohol. Officers will focus saturation patrols toward keeping our streets safer and reducing the number of DWI crashes.

Project Description information is captured in the supplemental section.

Question	Answer
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	No
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
2- The City of Joplin does not currently ban using a cell phone while driving. It does however, have a policy that all drivers maintain control of the vehicle and remain alert to the roadway while operating a vehicle	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	Yes
11 If YES, please explain.	
The previous Special Enforcement Bureau was eliminated. The Traffic and DWI unit were moved to the Uniformed Services Bureau, causing little change in operations. The previous clerk position in the traffic unit was eliminated and tasks were divided within the agency.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
most funds were used.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive $25,000,000 or more in Federal Awards in your preceding fiscal year?	No

17	If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	

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

18	Total number of DWI violations written by your agency.	530
19	Total number of speeding violations written by your agency.	503
20	Total number of HMV violations written by your agency.	4247
21	Total number of child safety/booster seat violations written by your agency.	48
22	Total number of safety belt violations written by your agency.	650
23	Total number of sobriety checkpoints hosted.	5

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

24	Total number of traffic crashes.	5165
25	Total number of traffic crashes resulting in a fatality.	21
26	Total number of traffic crashes resulting in a serious injury.	1249
27	Total number of speed-related traffic crashes.	348
28	Total number of speed-related traffic crashes resulting in a fatality.	8
29	Total number of speed-related traffic crashes resulting in a serious injury.	131
30	Total number of alcohol-related traffic crashes.	174
31	Total number of alcohol-related traffic crashes resulting in a fatality.	4
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	62
33	Total number of unbuckled fatalities.	4
34	Total number of unbuckled serious injuries.	100

Enter your agency's information below.

35	Total number of commissioned law enforcement officers.	112
36	Total number of commissioned patrol and traffic officers.	69
37	Total number of commissioned law enforcement officers available for overtime enforcement.	105

38 Total number of vehicles available for enforcement. 52

39 Total number of radars/lasers. 46

40 Total number of in-car video cameras. 36

41 Total number of PBTs. 21

42 Total number of Breath Instruments. 5

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

43 Identify primary enforcement locations.

Primary enforcement locations will be Joplin City Streets, mainly around bar areas and high DWI crash and arrest areas. This will also include state roadways within the city of Joplin and on I-44. These funds are also used to pay overtime for Joplin officers working with other agencies through the DWI Task Force

44 Enter the number of enforcement periods your agency will conduct each month. 2

45 Enter the months in which enforcement will be conducted.

Enforcement will be conducted throughout the grant cycle. Enforcement efforts increase during the warmer weather months and during the holiday campaigns.

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

Enforcement will be primarily conducted on Thursday, Friday and Saturday.

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

Most DWI enforcement details are conducted during the late evening and early morning hours, usually between 8:00 P.M. and 3:00 A.M

48 Enter the number of officers assigned during the enforcement period. 6

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

PROJECT EVALUATION

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

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

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

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

Joplin PD will follow the above procedures. We will review high alcohol related crash locations routinely and deploy officers in saturation's to those areas as well as areas known for high rates of impaired driving. We will work with the Southwest Missouri DWI Task-force to conduct saturations in Joplin, as well as the task-force area to apprehend and prosecute impaired drivers. Over the past several years, our process has been deemed a success by comparing alcohol related crash numbers to DWI arrests. In 2016, Joplin have four traffic fatalities. None of them were alcohol involved. In 2015, there was one alcohol related fatality. We will continue to evaluate our effectiveness and communicate with our partners in ways to improve, an already successful program.

ADDITIONAL FUNDING SOURCES

Everything listed below are from budget cycle 11/1/15 to 10/31/16

US Dept of Interior passed through the MISSOURI DEPARTMENT OF PUBLIC SAFETY:

MULTI-JURISDICTION CYBER CRIME		155,785
MULTI-JURISDICTION CYBER CRIME		86,155
MO Crimes against Children	13,997	
ATF OVERTIME	16,738	
OCDETF	2,519	
ICE	6,405	
BULLETPROOF VEST PROGRAM	3,591	
BULLETPROOF VEST PROGRAM	4,065	
JUSTICE ADMINISTRATION GRANT	1,192	
JUSTICE ADMINISTRATION GRANT	7,300	
JUSTICE ADMINISTRATION GRANT	25,006	

HUD 2016 Project 17,000

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Equipment							
					$0.00	$0.00	$0.00
Personnel							
	Overtime and Fringe	Overtime for personnel and fringe	1.00	$13,000.00	$13,000.00	$0.00	$13,000.00
					$13,000.00	$0.00	$13,000.00
Training							
					$0.00	$0.00	$0.00
				Total Contract	$13,000.00	$0.00	$13,000.00

ATTACHMENTS

Document Type	Description	Original File Name	Date Added
PDF	PDF Document	DWI Sat signed applicatic	02/22/2017

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: September 18, 2017
ITEM: Council Bill No. 2017-613

ORIGINATING DEPARTMENT: Joplin Police Department
ATTACHMENTS: Council Bill No. 2017-613; copy of attachments

DEPARTMENT HEAD:	Matthew Stewart	**DATE:**
CITY MANAGER:	Sam Anselm	**DATE:**
CITY ATTORNEY:	Peter Edwards	**DATE:**
FINANCE DIRECTOR:	Leslie Haase	**DATE:**

INTRODUCTION:

The Joplin Police Department requests consideration of this Council Bill. This request, if approved, would authorize a contract between the City of Joplin and the Missouri Department of Transportation for the acceptance and expenditure of grant funds. This grant is in the amount of $12,500 and will be used to cover overtime costs and fringe benefit costs for an HMV Enforcement project.

SUMMARY/DISCUSSION:
This grant will be utilized to cover overtime costs and fringe benefits for Hazardous Moving Violation details. These details are used to focus enforcement efforts on Hazardous Moving Violations that occur within the city limits of Joplin. The efforts are focused in high crash areas and they have been instrumental in traffic enforcement.

RECOMMENDATION:

Staff recommends approval of this proposal on an emergency basis.

MLS
attachment

Council Bill No. 2017-613 ORDINANCE NO.

AN ORDINANCE approving a Contract for grant money by and between the City of Joplin, Missouri and the Missouri Department of Transportation to cover overtime costs and fringe benefit costs for an HMV Enforcement project in the amount of Twelve Thousand Five Hundred Dollars ($12,500); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

WHEREAS, The City of Joplin has received this grant in the amount of $12,500.00 from the Missouri Department of Transportation;

WHEREAS, This agreement allows for the acceptance of the award and for the expenditure of the grant money;

WHEREAS, This allows for the enforcement of reducing crashes involving Hazardous Moving Violations.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OFJOPLIN, MISSOURI, as follows:

Section 1. That the Contract for Grant Funding by and between the City of Joplin and the Missouri Department of Transportation, in a total amount of Twelve Thousand Five Hundred Dollars ($12,500), providing HMV Overtime to include fringe benefits, and DWI Enforcement Patrols, to include fringe benefits, a true and accurate copy of the same being attached hereto as in Exhibit, be and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance is an emergency within the meaning of Section 2.12 (1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance is for the preservation of public property and safety, and as such, is considered an emergency and shall take effect immediately upon passage. Specifically, DWI training and enforcement enhances public safety.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ____day of _____, 2017, by a vote of _____.

Michael L. Seibert, Mayor

ATTEST:

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Police Department Budget, Account Nos. 510-5590-510-1010, 1020, 1605-1650, 2050, 6005-6010, and 8210 to pay the contract amount.

_____

Leslie Haase, Director of Finance

MoDOT

Missouri Department of Transportation

Traffic and Highway Safety

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

August 11, 2017

Chief Matthew Stewart
Joplin Police Dept.
303 E. 3rd St.
Joplin, MO 64801-2316

Dear Chief Stewart:

Enclosed is a contract between the Traffic and Highway Safety Division and the Joplin Police Dept . for a HMV Enforcement project.

The project obligates $12,500.00 in federal funds for the period October 01, 2017 through September 30, 2018. All expenditures should be claimed against project #18-PT-02-038.

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

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

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

Sincerely,

Bill Whitfield

Bill Whitfield
Highway Safety Director

Enclosure

CONTRACT

Form HS-1 **Version:** 1 05/19/2017

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

Name of Grantee
Joplin Police Dept.

Grantee County
Jasper

Grantee Address
303 E. 3rd St.

Joplin, MO 64801-2316

Telephone	Fax
417-623-3131	417-623-4604

Contract Period

Effective: 10/01/2017

Through: 09/30/2018

Project Title: HMV Enforcement
Project Number: 18-PT-02-038
Project Category: Police Traffic Services
Program Area: Police Traffic Services

Funding Source: 402 / 20.600

Type of Project: Initial
Started: 10/01/2017

Federal Funds Benefiting

State:	
Local:	$12,500.00
Total:	$12,500.00

Source of Funds

Federal:	$12,500.00
State:	
Local:	$0.00
Total:	$12,500.00

Prepared By
Kliethermes, Mandy

Authorizing Official **Date**

Project Director **Date**

Highway Safety Director **Date**

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of $12,500.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

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

I. RELATIONSHIP

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

II. GENERAL REQUIREMENTS

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

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

III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

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

IV. EQUIPMENT

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

1. Equipment with a cost of $3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;

2. Price or rate quotations shall be solicited from at least three (3) qualified sources;

3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;

4. Subrecipients shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;

5. If for some reason the low bid is not acceptable, the Subrecipient must have written approval from the MHTC prior to bid approval and purchase.

6. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.

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

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

V. FISCAL RESPONSIBILITY

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

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

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

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

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subward and Executive Compensation Reporting, August 27, 2010, (*https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf*) by reporting to FSRS.gov for each sub-grant awarded:

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

VII. TERMINATION

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

VIII. NONDISCRIMINATION

(applies to subrecipients as well as States)

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

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

The State highway safety agency-

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

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

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

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

IX. STATUTORY AND REGULATORY REQUIREMENTS

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

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers

2. Statewide Traffic Accident Records System (STARS) 43.250 RSMo--Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).

4. Uniform Crime Reporting RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.

5. Racial Profiling RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year.

6. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015.

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

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

OPTION 1:

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

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

1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

OPTION 2:

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

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

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

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

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

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

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

XVIII. **NONSEGREGATED FACILITIES**

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

XIX. **FUNDING ORIGINATION AND AUDIT INFORMATION**

The MHTC funds the following NHTSA program areas:

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

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

The State will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:
   1. The dangers of drug abuse in the workplace.
   2. The Subrecipient's policy of maintaining a drug-free workplace.
   3. Any available drug counseling, rehabilitation, and employee assistance programs.
   4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
   5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).

C. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
   a. Abide by the terms of the statement.
   b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

D. Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.

E. Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
   a. Taking appropriate personnel action against such an employee, up to and including termination.
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

XXI. POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

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

XXII. CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

XXIII. RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

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

XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Certification (States)

A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

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

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

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

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

Instructions for Lower Tier Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.

B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

D. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

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

XXV. BUY AMERICA ACT

(applies to subrecipients as well as States)

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

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

1. Items valued over $5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles must be manufactured or assembled in the United States of America regardless of cost.

www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

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

XXVII. POLICY ON SEAT BELT USE

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

XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

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

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

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

A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.

B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.

C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:

1. Title of the class
2. Date(s) and location of class
3. Printed Name and signature of attendees (unless otherwise prohibited)
4. Name of agency/organization of each attendee

D. To ensure cost effectiveness, every effort should be made to enroll a minimum of fifteen (15) students per class.

E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

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

B. PROJECT ACTIVITIES

1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.

2. Officers will be permitted and encouraged to issue multiple citations and/or written warnings to drivers who have committed several violations.

3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.

4. Subrecipient should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report* Form.

5. Subrecipient is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Traffic and Highway Safety Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, impaired driving campaign, youth seat belt enforcement campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: www.modot.mo.gov/safety.

6. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.

7. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

C. PARTNERSHIPS

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

D. ALLOWABLE COSTS

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

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

E. DRUNK DRIVING ENFORCEMENT PROJECTS

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

F. SOBRIETY CHECKPOINTS

Unless otherwise prohibited by state statute or appropriation,

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

Hazardous Moving Violations (HMV) also known as aggressive driving is a serious problem on Missouri's roadways and has contributed substantially to traffic crashes, especially crashes resulting in death. Aggressive drivers are defined within Missouri's Blueprint to SAVE MORE LIVES as, "drivers of motorized vehicles who committed one or more of the following violations which contributed to the cause of a traffic crash: speeding; driving too fast for conditions; and/or following too close."

Aggressive drivers not only put their own lives at risk, but the lives of others as well. Of the 930 people killed, 67.4% were the aggressive driver and the other 32.6% were some other party in the incident. Of the 5,266 seriously injured, slightly more than one-half (53.9%) were the aggressive drivers and nearly one-half (46.1%) being some other person involved.

The Joplin Police Department investigated 5,165 traffic crashes in the city limits from 2013-2015. The City of Joplin includes city streets, several State Highways, and a section of IS 44. Of the 5,165 crashes, 785 resulted in a serious physical injury, and another 14 resulted in a fatality.

Of the 799 crashes that resulted in a serious injury or a fatality, 65, or over 8%, had excessive speed as a contributing factor. Additionally, in 2015 the Joplin Police Department issued 5,428 citations for hazardous moving violations. Citizen Surveys indicate that the number one concern of our populace are hazardous moving violations, including speed, improper lane use, and traffic signal violations.

The City of Joplin is incorporated in two separate counties, Jasper and Newton. According to the MSHP for the time period 2013 through 2015, Jasper County responded to 902 speed related crashes. Newton County worked 585 crashes where speed was a factor. In 2015 Jasper county ranked 14th among Missouri Counties in regards to speed related crashes, and Newton County ranked 20th. Between the years 2013 and 2015 the Joplin Police Department worked 283 speed related crashes and was ranked 26th in the state.

In 2012-2014, there were 414,173 traffic crashes in Missouri - 15.1% involved speeding. Correlating with the national data, Missouri's problem is also more significant when examining fatal crashes—of the 2,143 fatal crashes, 37.5% involved drivers who were speeding.

Goal #1:
To decrease HMV/aggressive driving related fatalities to:
- 314 by 2013
- 299 by 2014
- 288 by 2015
- 270 by 2016

Performance Measure:
Number of HMV/aggressive driving-related fatalities

Benchmark:
2012 aggressive driving-related fatalities = 326
(308 in 2013, 287 in 2014)

Goal #2:
To decrease speed-related fatalities to:
- 312 by 2013
- 297 by 2014
- 283 by 2015
- 268 by 2016

Performance Measure:
Number of speed-related fatalities

Benchmark:
2012 speed-related fatalities = 326
(302 in 2013, 276 in 2014)

Objective:
Develop and implement a plan that focuses on hazardous moving violations (such as speeding, following too closely, driving too fast for conditions, red-light running, improper lane changes, and failure to yield) at high crash locations and corridors.

Our goal is deploy officers on overtime into high crash areas. Officers will contact drivers for various violations with an emphasis on hazardous moving violations, those violations that cause injuries and fatalities.

Project Description information is captured in the supplemental section.

Question	Answer
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	No
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
2- The City of Joplin does not currently ban using a cell phone while driving. It does however, have a policy that all drivers maintain control of the vehicle and remain alert to the roadway while operating a vehicle.	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	Yes
11 If YES, please explain.	
The previous Special Enforcement Bureau was eliminated. The Traffic and DWI unit were moved to the Uniformed Services Bureau, causing little change in operations. The previous clerk position in the traffic unit was eliminated and tasks were divided within the agency.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
There was a small amount of HMV funds given back due to a planned enforcement event in the end of the fiscal year that was canceled due to poor weather, rendering the enforcement detail too dangerous for officers to complete. This was an HMV enforcement with MSHP aircraft that prevented the aircraft from flying. It was re-scheduled and completed in the following fiscal year.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive $25,000,000 or more in Federal Awards in your preceding fiscal year?	No

17	If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	
	Please use the most current 12-months of data available for answering questions 18-23. Include ALL of your agency's statistics, not just those issued during grant activity.	
18	Total number of DWI violations written by your agency.	530
19	Total number of speeding violations written by your agency.	503
20	Total number of HMV violations written by your agency.	4,247
21	Total number of child safety/booster seat violations written by your agency.	48
22	Total number of safety belt violations written by your agency.	650
23	Total number of sobriety checkpoints hosted.	5
	Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.	
24	Total number of traffic crashes.	5165
25	Total number of traffic crashes resulting in a fatality.	21
26	Total number of traffic crashes resulting in a serious injury.	1249
27	Total number of speed-related traffic crashes.	348
28	Total number of speed-related traffic crashes resulting in a fatality.	8
29	Total number of speed-related traffic crashes resulting in a serious injury.	131
30	Total number of alcohol-related traffic crashes.	174
31	Total number of alcohol-related traffic crashes resulting in a fatality.	4
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	62
33	Total number of unbuckled fatalities.	4
34	Total number of unbuckled serious injuries.	100
	Enter your agency's information below.	
35	Total number of commissioned law enforcement officers.	112
36	Total number of commissioned patrol and traffic officers.	70
37	Total number of commissioned law enforcement officers available for overtime enforcement.	105

38 Total number of vehicles available for enforcement. 52

39 Total number of radars/lasers. 46

40 Total number of in-car video cameras. 36

41 Total number of PBTs. 23

42 Total number of Breath Instruments. 5

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

43 Identify primary enforcement locations.

Joplin city streets, including state and federal highways, such as I-44, I-49/MO 249. Officers will concentrate enforcement in high traffic areas and high crash locations to reduce the number of crashes and moving violations.

44 Enter the number of enforcement periods your agency will conduct each month. 2

45 Enter the months in which enforcement will be conducted.

HMV grant enforcement is conducted March through December. Joplin crash data shows a decrease by 19% from Feb to March according to three year average data. For this reason, primary enforcement will focus on warmer months, and includes December due to increased traffic around the holidays.

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

Friday is the highest average for crashes in the City of Joplin. Thursday is second. Therefore, most details will be conducted on Thursdays and Fridays, with the possibility of a few details on other week days. Monday - Friday has the highest crash numbers with Saturday slightly lower and Sunday the crash volume is very low. Statewide campaigns will also affect these days, as this agency will be participating in all of those.

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

Joplin's highest times for crashes are noon - 6:00 P.M. with moderate numbers starting at 7:00 A.M. and running until 8:00 P.M. Enforcement efforts will primarily focus from noon-6:00 P.M.

48 Enter the number of officers assigned during the enforcement period. 4

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

PROJECT EVALUATION

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

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

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

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

The agency will compare numbers from previous years of enforcement, and response to traffic crashes to identify problem areas. We will evaluate the enforcement to the data to evaluate the project success in lowering crashes.

ADDITIONAL FUNDING SOURCES

Everything listed below are from budget cycle 11/1/15 to 10/31/16.

US Dept of Interior passed through the MISSOURI DEPARTMENT OF PUBLIC SAFETY:

MULTI-JURISDICTION CYBER CRIME		155,785
MULTI-JURISDICTION CYBER CRIME		86,155
MO Crimes against Children	13,997	
ATF OVERTIME	16,738	
OCDETF	2,519	
ICE	6,405	
BULLETPROOF VEST PROGRAM	3,591	
BULLETPROOF VEST PROGRAM	4,065	
JUSTICE ADMINISTRATION GRANT	1,192	
JUSTICE ADMINISTRATION GRANT	7,300	
JUSTICE ADMINISTRATION GRANT	25,006	
HUD	17,000	

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Equipment							
					$0.00	**$0.00**	**$0.00**
Personnel							
	Overtime and Fringe	Requested funding for officer to work overtime to work HMV enforcement.	1.00	$11,000.00	$11,000.00	$0.00	$11,000.00
					$11,000.00	**$0.00**	**$11,000.00**
Training							
	Professional Development	LETSAC	2.00	$750.00	$1,500.00	$0.00	$1,500.00
					$1,500.00	**$0.00**	**$1,500.00**
				Total Contract	**$12,500.00**	**$0.00**	**$12,500.00**

ATTACHMENTS

Document Type	Description	Original File Name	Date Added
PDF	PDF Document	HMV Signed application.I	02/22/2017

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: September 18, 2017
ITEM: Council Bill No. 2017-007 approving a Memorandum of Understanding And Agreement between the City of Joplin and Connect2Culture, dealing with the transfer of the Memorial Hall Parking Lot from the City of Joplin to Connect2Culture.

ORIGINATING DEPARTMENT: Legal Department
ATTACHMENTS: Council Bill No. 2017-007; Exhibit – MOU And Agreement.

DEPARTMENT HEAD:	Peter C. Edwards	**DATE:**
FINANCE DEPARTMENT:	Leslie Haase	**DATE:**
CITY MANAGER:	Sam Anselm	**DATE:**

INTRODUCTION:

This Council Bill would authorize and approve a Memorandum of Understanding (MOU) And Agreement by and between the City of Joplin, Missouri, and Connect2Culture, a Missouri Not-For-Profit Corporation, dealing generally with the transfer of the Memorial Hall Parking Lot by the City of Joplin to Connect2Culture for the purpose of constructing a Joplin Arts & Entertainment Center.

DISCUSSION:

The City Council has received a request from Connect2Culture (C2C) for the donation of the Memorial Hall Parking Lot for C2C's future construction of the Joplin Arts & Entertainment Center. The City has had ongoing conversations with C2C about the necessary terms for an MOU between the parties. This MOU contains the understanding between C2C and the City for the transfer of the Memorial Hall Parking Lot and related issues.

RECOMMENDATION:

Staff recommends this Council Bill be placed on First Reading.

PCE:ab
attachments

COUNCIL BILL NO. 2017-007 ORDINANCE NO.

AN ORDINANCE approving a Memorandum of Understanding (MOU) And Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Connect2Culture, a Missouri Not-For-Profit Corporation, dealing generally with the transfer of the Memorial Hall Parking Lot by the City of Joplin to Connect2Culture for the purpose of constructing a Joplin Arts & Entertainment Center; authorizing the City Manager to execute said Memorandum of Understanding (MOU) And Agreement, and such other documents as may be necessary to complete the conveyance, by and on behalf of the City of Joplin, Missouri.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the Memorandum of Understanding (MOU) And Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Connect2Culture, a Missouri Not-For-Profit Corporation, dealing generally with the transfer of ownership of the Memorial Hall Parking Lot from the City of Joplin to Connect2Culture, for the purpose of constructing a Joplin Arts & Entertainment Center, a copy of which is attached hereto and incorporated herein, or copy in substantially similar form to that, be, and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Memorandum of Understanding (MOU) And Agreement and such other documents as may be necessary to complete the conveyance, by and on behalf of the City of Joplin upon the recommendation and approval of the City Attorney.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2017, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This MEMORANDUM OF UNDERSTANDING AND AGREEMENT, is made and entered into this _____ day of _____, 2017 by and between the City of Joplin, Missouri, a Municipal Corporation, (hereinafter referred to as "City"), and Connect2Culture, a Missouri Not-For-Profit Corporation, (hereinafter referred to as "Connect2Culture"), with the City and Connect2Culture being referred to collectively as the "parties".

W I T N E S S E T H :

WHEREAS, Connect2Culture has approached the City of Joplin seeking a gift of the Memorial Hall parking lot so it may continue efforts to fundraise, design, engineer, and construct a Joplin Arts & Entertainment Center on the parking lot.

WHEREAS, the parties have had several meetings to discuss essential terms to the transfer of the parking lot and related issues.

WHEREAS, Connect2Culture has secured commitments for the use of several parking lots around the area of 7th and Wall for parking for future events at the Joplin Arts & Entertainment Center and Memorial Hall.

WHEREAS, the parties desire to establish an understanding of certain agreements that will relate to the proposed future development of a Joplin Arts & Entertainment Center on the Memorial Hall parking lot.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the parties do hereby agree as follows:

1. Purpose. This Memorandum of Understanding and Agreement is intended to memorialize the agreement between the parties regarding the transfer of the Memorial Hall parking lot, legally described on Exhibit A, attached hereto and incorporated herein by reference, the future construction of a Joplin Arts & Entertainment Center by Connect2Culture, and related obligations of the parties.

2. Term. The term of this agreement shall be to and until completion of the Joplin Arts & Entertainment Center except as provided herein below.

3. Effective Date. This Memorandum and Agreement shall be effective upon the approval of the City Council, and the Connect2Culture Board of Directors.

4. Terms for the Development of a Joplin Arts & Entertainment Center. The future Joplin Arts & Entertainment Center Project is subject to this Memorandum and Agreement and the

following terms:

a. Connect2Culture may obtain core drilling samples in the Memorial Hall parking lot at Connect2Culture's sole expense. Connect2Culture will repair the core sample locations to the reasonable satisfaction of the City. Connect2Culture shall not be required when making such repairs to place the Memorial Hall parking lot in a better condition than it was prior to the sampling.

b. Pending an outcome of the core samples that is satisfactory to Connect2Culture in its sole discretion and receipt by Connect2Culture of satisfactory assurances of the commitment to the land swap by the City for the State-owned southwest corner of the parking lot in front of Memorial Hall with City ownership of that parcel by July 1, 2018, Connect2Culture will proceed with its Capital Campaign for the Joplin Arts & Entertainment Center encompassing the entire parking lot area in front of Memorial Hall.

c. Connect2Culture will proceed with the Capital Campaign that includes the engagement and procurement of an architect to design the Joplin Arts & Entertainment Center within the basic scope of the North Group, Inc. recommendations contained in the September 20, 2016 Phase II report.

d. Connect2Culture shall initiate a private Capital Campaign as soon as possible with culmination of that campaign no later than November 30, 2018.

e. If Connect2Culture is successful with the private Capital Campaign, with a fundraising minimum of Fourteen Million Dollars ($14,000,000.00), that will fully fund the estimated costs to construct and furnish the Joplin Arts & Entertainment Center in accordance with the revised plans described above, the City will agree to donate the entire parking lot legally described on Exhibit A. This donation is contingent on the City finalizing the land swap with the State of Missouri under the terms outlined in the Letter of Intent agreed to by the City of Joplin and the State of Missouri, attached hereto as Exhibit B, on or before July 1, 2018. The City shall be entitled to continue to use the parking lot until such time construction of the Joplin Arts & Entertainment Center begins.

f. The City will pursue placement of Memorial Hall on the National Registry as a historical site thereby allowing for the potential of 20% of Federal tax credits and 25% of State tax credits towards costs for potential, future, eligible improvements to Memorial Hall in conformance with state and federal laws.

g. In the event that the City seeks to sell or commit to a long-term lease for Memorial Hall in the future, the City agrees to grant Connect2Culture a sixty (60) day right of first refusal to match the sale or lease offer for Memorial Hall, so that Connect2Culture may seek to maximize synergies and schedule efficiently the entire complex of the Joplin Arts & Entertainment Center and Memorial Hall.

5. Reversionary Interest. It is the intent of the parties to have the Memorial Hall parking lot, legally described on Exhibit A, revert back to the City in the event construction of the Joplin Arts & Entertainment Center is not undertaken by a specific date. Connect2Culture agrees that if it fails to successfully complete the fundraising campaign or complete the construction of the Joplin Arts and Entertainment Center on or before the sixth (6th) anniversary of the execution of this Agreement, then upon written notice by the City to Connect2Culture, electing to exercise its rights pursuant to this Section 5, title to the Property shall revert back to the City and said reversionary interest shall not be subject to any reservations, conveyances, easements, options, leaseholds, or other matters affecting such portion of the Property which were made or created after the date of this Agreement. If construction is in progress on the sixth anniversary date, the parties agree to extend the anniversary date to coincide with the expected completion date of the Center by a written, signed extension agreement. In the event Connect2Culture does complete construction of the Joplin Arts and Entertainment Center on the Property and commences operation thereof within such time period, then upon Connect2Culture's request, the City shall execute an instrument, in recordable form reasonably acceptable to the parties, acknowledging the satisfaction of said condition and the termination of City's reversionary interest in the Property.

6. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

7. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

8. Waiver or Breach. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

9. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

10. Binding Effect. The provisions herein shall bind both parties hereunto and their respective successors and assigns.

11. Representations. The signatories hereto represent and warrant that they have read this

Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

12. Choice of Law. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF JOPLIN, MISSOURI, a
Municipal Corporation

By: _____
Samuel Anselm,
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CONNECT2CULTURE, a Missouri
Not For Profit Corporation

By: _____
Clifford Wert, President

ATTEST:

_____
Robin McAlester, Secretary